

JAS Seal Consignment Contract

A Japanese importer certified by a Registered Certifying Body (RCB) based on the provision of Article 15-2 of the Law Concerning the Standardization and Proper Labeling of Agricultural and Forestry Products (Law No. 175 in 1950) (hereinafter referred to as "The First Party") and an organic operator certified under the NOP organic rules in the United States of America (hereinafter referred to as "The Second Party") shall make a contract for the consignment of attaching the JAS Organic Seal (hereinafter referred to as "Seal") to organic plants and organic processed foods of plant origin (limited to ones which are graded under the NOP organic rules, hereinafter referred to as "organic products") as follows:

Article 1: Practices for the Consignment

The First Party shall consign the following practices (hereinafter referred to as "practices for the consignment") to The Second Party and The Second Party shall accept these practices.

- (i) The Second Party shall appoint a person in charge of attaching the seal and ask the person to understand what organic products are allowed to have the seal attached, the layout of the seal, and the process of writing invoices and recordkeeping documents, etc. by means specified by The First Party.
- (ii) The Second Party shall attach the seal whose layout is specified by The First Party or which are sent by The First Party for use on the organic products shipped to The First Party.
- (iii) The Second Party shall send invoices written with names, lot numbers, quantities and shipping dates of organic products, and the amount of attached seals shipped to The First Party. The Second Party must keep copies of all records.
- (iii) The Second Party shall promptly respond to inquiry about attaching the seal from The First Party.

Article 2: Cost

There shall be no charge of fees with respect to the business of consignment herein.

Article 3: Contract Duration and Renewal

This contract will be from: _____ to _____
DD MM YY DD MM YY

If The First Party or The Second Party wishes to cancel the contract they will need to do so three months before the expiration of the period of the contract. If the contract is not canceled it will automatically be extended for another year under the same conditions as the original contract.

Article 4: Subcontract

If The Second Party needs to subcontract all the practices for the consignment to a third party (limited to an operator certified by the NOP organic rules in the United States of America), The Second Party shall obtain approval from The First Party about the subcontract in advance. In addition, if The Second Party obtains approval from The First Party and subcontracts to the third party, The Second Party shall make the third party comply with the same obligations as The Second Party's and shall be fully responsible for the third party's actions.

Article 5: Confidentiality

The First Party and The Second Party shall not reveal the confidential information obtained through the practices for the consignment to the third party and shall not use the information aside from the purpose of the practices for the consignment both for the duration of the contract and thereafter.

Article 6: Liability for Defect Warranty

If there is a heavy defect in The Second Parties' implementation of the contract, The Second Party shall bear all the cost of the defect.

Article 7: Termination

If either of The First Party or The Second Party falls under any of the following items, the other party can terminate the contract without a formal demand or other procedures:

- (i) When the Certifying Body suspends or withdraws the certification either of The First Party or The Second Party,

- (ii) When either of The First Party or The Second Party violates the contract and doesn't conduct corrective actions after a formal demand for some significant period of time,
- (iii) When there is a heavy issue which makes continuation of the contract difficult like a heavy defection to the other party, etc.

Article 8: Discussion

Any issue regarding matters not specified in the contract or the interpretation of the terms and conditions of the contract, etc. shall be resolved by discussions between The First Party and The Second Party.

As evidence of the content of this Agreement, two original copies shall be created and both The First Party and The Second Party shall retain one.

Date of Contract Signing: _____

The First Party Importer:

Address : _____

Company Name: _____

JAS Accredited Certifier: _____

Representative Name: _____

Representative Signature: _____

The Second Party Exporter:

Address : _____

Company Name: _____

NOP Accredited Certifier: _____

Representative Name: _____

Representative Signature: _____