Certification Services

Program Manual

CCOF

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SECTION ONE: WELCOME TO CCOF!

PURPOSE OF MANUAL

This Manual establishes a unified framework based on **ISO/IEC 17065 standards** of policies, procedures, and requirements used by CCOF to offer **organic and food safety** certification programs in a consistent, impartial, and effective manner.

This Manual is the responsibility of the **CCOF Certification Services, LLC ("CCOF CS")** to maintain compliance with ISO/IEC 17065 for operating multiple organic and food safety certification programs in accordance with various regulations and standards; including the **USDA National Organic Program (NOP)**, the Canada Organic Regime (COR) Compliance Program, Food Safety Programs, the Mexico Compliance Program (MCP) and the Regenerative Organic Certified® program (ROC®).

This Manual also pertains to the various related entities or subsidiaries that operate in agreement with CCOF CS for providing certification services:

- **CCOF Certification Services, LLC ("CCOF CS")**, operates as a 501(c)5 nonprofit organized as a certification body in compliance with ISO/IEC 17065. CCOF Inc. is a separate-related body that provides organizational support for IT, accounting, and People Services, whereas an Operating Agreement outlines the responsibilities and boundaries that are maintained to ensure the certification body maintains the confidentiality, impartiality, and integrity of its certification services.
- **CCOF Servicios de Certificación S. de R.L. de C.V. ("CCOF México"),** which is a jointly owned subsidiary of CCOF Inc. and CCOF CS, operates the CCOF Mexico Compliance program.
- **CCOF OCal Certification Services, LLC ("CCOF OCal CS")** which is a wholly owned subsidiary of CCOF, Inc. in agreement with CCOF Inc. and CCOF CS, operate the CCOF OCal CS program.

The CCOF CS provides this manual and supporting Program Manuals to describe additional requirements or explanations of regulations and/or standards. All manuals are available at www.ccof.org/resources.

OVERVIEW OF CCOF

As one of the first organic certification agencies, CCOF was instrumental in advocating for federal organic legislation; our organic certification standards were used as a foundation for the USDA National Organic Program, finally making "certified organic" a federally regulated claim.

Today, CCOF advances organic agriculture for a healthy world. We advocate on behalf of our members for organic policies, support the growth of organic through education and grants, and provide organic certification that is personal and accessible.

CCOF is a nonprofit organization governed by the people who grow and make our food. Founded in California more than 50 years ago, today our roots span the breadth of North America, and our presence is internationally recognized. We are supported by a family of farmers, ranchers, processors, retailers, consumers, and policymakers. Together, we work to realize a future where being stewards of the land and food systems *is* the norm.

LOCATIONS & HOURS

CCOF (CCOF Inc, CCOF Foundation, CCOF CS, CCOF OCal):
877 Cedar Street, Suite 248, Santa Cruz, CA 95060 USA
Phone: (831) 423-2263, Fax: (831) 423-4528

The CCOF CS office is open from 8:00 am to 5:00 pm, Monday through Friday. You are welcome to stop by anytime during office hours; however, we strongly recommend that you call ahead to make an appointment to ensure that the support you are seeking is available. Most staff work remotely and may not be available without an appointment.

CCOF México:
Orion 3454 Orion, Col. La Calma
Zapopan, Jalisco, México
Open by appointment; see the Mexico Compliance Program Manual for details.

When offices are closed you may leave a message or send an email to ccof@ccof.org. Messages are reviewed each business day, and staff return calls and emails as soon as possible.

CCOF STRUCTURE

CCOF's mission is to advance organic agriculture for a healthy world. We accomplish our purpose through organic certification, education, advocacy and promotion.

CCOF, Inc.

CCOF, Inc. is a membership organization that provides cost-effective infrastructure for certification, advocacy, and Foundation programs, including human resources, marketing, and technology to advance CCOF's mission. CCOF, Inc. is a 501(c)(5) nonprofit organization and is the sole member of CCOF Certification Services, LLC. The CCOF, Inc. oversight body is a Board of Directors consisting of members elected by the membership per the organization's bylaws. Executive management is provided by the CEO.

CCOF OCal Certification Services, LLC (CCOF OCal CS)

In 2021, CCOF Inc. expanded its business operators to include CCOF OCal Certification Services, LLC to offer "comparable to organic certification" to licensed California cannabis operators pursuant to the California Department of Food and Agriculture and California Department of Public Health's OCal regulations. OCal Certification Services, LLC (CCOF OCal CS) is a separate 501(c)5 nonprofit organization providing comparable-to-organic certification for California licensed cannabis producers that are compliant with the OCal standards. CCOF OCal CS is wholly owned by CCOF, Inc.

The CCOF OCal CS LLC has its LLC Management Committee consisting of non CCOF certified volunteers diversely selected by the CCOF Inc. Board of Directors to objectively represent various sectors of the organic industry. Top management is provided by the CCO and Department Directors of CCOF CS.

CCOF, Inc. Consent to Electronic Transmission

Official communications to and from CCOF, Inc. is via email or fax, or to participate in meetings or votes conducted by electronic means, you must provide consent by signing the CCOF Certification Application/Agreement, and you must provide a valid email address and/or fax number. You are not required to agree to communication via electronic transmission (fax or email). You may request that meeting notices, ballots, and other matters of official business be sent to you via regular postal mail. You have the right to withdraw your written consent at any time by providing CCOF, Inc. With written notice that you are withdrawing your consent relative to the use of electronic transmission. No fee is charged for withdrawing your consent.

CCOF Foundation

The CCOF Foundation is a nonprofit 501(c)(3) organization that expands on CCOF education and outreach activities. It is governed by the Foundation Board of Trustees, who are appointed by the CCOF, Inc. Board of Directors. Executive management is provided by the Foundation Director. The CCOF Foundation aims to support organic farmers' efforts to conserve biodiversity, accelerate the transition from conventional agriculture to organic, and educate consumers about the benefits of organic food and farming.

CCOF Certification Services, LLC (CCOF CS)

CCOF CS is a 501(c)5 nonprofit organization dedicated to providing organic and food safety certification services in the United States, Mexico, and Canada.

CCOF CS is responsible for and retains authority for all decisions relating to certification, including granting, continuing, refusing/restoring/expanding or reducing the scope of, suspending, surrendering, revoking, withdrawing, refusing or reinstating certification (as applicable) and withdrawals.[1] With the exemption of Regenerative Organic Certified® (ROC®), whereas, the scheme owner, Regenerative Organic Alliance (ROA) is responsible for and retains authority for accepting applications and granting certification.

CCOF Servicios de Certificación S. de R.L. de C.V. ("CCOF México") is a jointly owned subsidiary of CCOF Inc. and CCOF CS. CCOF México oversees and operates the CCOF Mexico Compliance program.

[1] ISO/IEC 17065 4.6, 5.1.3 & 7.6.1

ISO/IEC 17065
We work hard to maintain thorough and service-oriented certification programs accredited by the international standard ISO/IEC 17065. All operators benefit from our commitment to service and years of experience.

As a certification body, we ensure compliance and/or equivalence with multiple **organic and food safety regulations or standards**. See “Certification Services Offered” below.

CERTIFICATION SERVICES OFFERED

CCOF CS provides certification services with the following regulations and standards and product scopes:

USDA National Organic Program (NOP) 7 CFR Part 205 Compliance
CCOF CS operates the USDA National Organic Program (NOP). The CCOF CS policies and procedures described in this manual pertain to the CCOF USDA NOP Program.

CCOF had private organic standards throughout the 1970s and ‘80s, and then later achieved accreditation under the USDA National Organic Program (NOP) regulations in 2002. As the demand for organic products has grown worldwide, CCOF CS offers organic certification to Crop, Wild Crop, Livestock, Handling Processing and Retailing operations located in the United States, Mexico and Canada (except from COR)) and also offers export equivalence verifications.

This program operates in accordance with the Certification Services Program Manual. For international trade of organic products, requirements are described in the Global Market Access Manual.

CCOF Global Market Access
CCOF CS operates the Global Access Program, that are additional requirements for organic operators to export between the United States, Canada and Mexico. This program offers verifications to:

- United States equivalences with Canada, European Union, Japan, Republic of Korea (South Korea), Switzerland, Taiwan, and United Kingdom
- Canada equivalences with United States, European Union, Japan, Republic of Korea (South Korea), Mexico, Switzerland, Taiwan, and United Kingdom
- Mexico equivalence with Canada

This program is designed to allow operators to receive the service and support they need to ensure seamless export of their products as described in the Global Market Access Manual.

CCOF Certified Transitional
CCOF CS oversees the CCOF Certified Transitional program. The CCOF CS policies and procedures described in this manual pertain to the CCOF Certified Transitional Program.

CCOF developed the CCOF Transitional Program for operators in the US and Mexico transitioning operations to be certified organic in accordance with the USDA NOP regulations for Crop and Wild Crop operations.

This program operates in accordance with the Certification Services Program Manual.

Canada Organic Regime (COR) CAN/CGSB 32.310 Compliance
CCOF CS oversees the CCOF COR Compliance Program. The CCOF CS policies and procedures described in this manual pertain to the CCOF COR Compliance Program.

CCOF’s Canada Organic Regime (COR) Compliance certification program is available for operators located within Canada. This program operates in compliance with the CAN/CGSB-32.310 – Organic production systems: general principles and management standards and CAN/CGSB-32.311 – Organic production systems: permitted substances lists as required for organic operators in Canada since June 30, 2009. Operators in this program are certified for Processed Products and Trade of Organic Products. This program does not offer certification for crops, wild crops, or livestock.

This program operates in accordance with the Certification Services Program Manual, unless otherwise described in the COR Compliance Manual. For trade of organic products, requirements are described in the Global Market Access Manual.

Mexico Compliance Program
CCOF Servicios de Certificación S. de R.L. de C.V. (“CCOF México”) is a subsidiary of CCOF CS that oversees and operates the Mexico Compliance Program. Policies and procedures described in this manual also pertain to CCOF México.

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The CCOF Mexico Compliance Program is available to operators located in Mexico and the United States. CCOF México operates the program in compliance with the Ley de Productos Orgánicos and its other applicable provisions. This program offers the certification scopes of crop production, mushroom production, wild harvest, processing/handling, and marketing of organic agricultural products. This program does not offer certification for livestock.

This program operates in accordance with the Certification Services Program Manual, unless otherwise described in the Mexico Compliance Manual. For trade of organic products, requirements are described in the Global Market Access Manual.

Regenerative Organic Alliance: Regenerative Organic Certified® Program

The Regenerative Organic Certified Program® is overseen by CCOF, Inc and supported by CCOF CS, LLC.

Effective January 1, 2024, CCOF offers the Regenerative Organic Certified® Program to farms, ranches, and farm groups located in the United States that hold USDA organic certification with any accredited certifier.
This program operates in accordance with the Certification Services Program Manual.

GLOBALG.A.P. Certification

CCOF CS oversees the CCOF GLOBALG.A.P. Program. The CCOF CS policies and procedures described in this manual pertain to the CCOF GLOBALG.A.P. Program.

The CCOF GLOBALG.A.P program offers food safety certification to operators located in the US and Mexico. The CCOF GLOBALG.A.P. program is offered to producers and handlers of fruits and vegetables, pulses & grains, plant propagation materials, and hops. The GLOBALG.A.P. is a scheme owner of the standards, as benchmarked by the Global Food Safety Initiative (GFSI). GLOBALG.A.P. is not a consumer facing program, whereas products are not labeled “GLOBALG.A.P. certified” on the supermarket shelves. Instead, it is a standard intended to provide buyers, such as retailers, confidence in purchasing product.

This program operates in accordance with the Certification Services Program Manual, unless otherwise described in the Food Safety Program Manual.

PrimusGFS Certification

CCOF CS oversees the CCOF PrimusGFS Program. The CCOF CS policies and procedures described in this manual pertain to the CCOF PrimusGFS program.

The PrimusGFS program offers food safety certification to operators located in the US & Mexico. Azzule is the scheme owner of the standards, as benchmarked by the Global Food Safety Initiative (GFSI).

This program operates in accordance with the Certification Services Program Manual, unless otherwise described in the Food Safety Program Manual.

OCal Cannabis 13 and 17 California Code of Regulations (3 CCR & 17 CCR)

CCOF OCal CS oversees the CCOF OCal program. The CCOF CS policies and procedures described in this manual pertain to the CCOF OCal program.

The CCOF OCal program provides certification services for licensed cannabis. This program is offered to operators located in California for certification of Cultivation, Distribution, and Manufacturing.

This program operates in accordance with the Certification Services Program Manual.

ACCREDITATION & RECOGNITION OF CCOF

CCOF maintains accreditations and recognitions that involve rigorous examination of ISO/IEC 17065 standards; quality systems; policies and procedures; inspection of records and assessment of personnel qualifications, including on-site visits of operators.

The certification programs operate in compliance with applicable local, state, federal, and international regulations and standards.

CCOF Certification CS, LLC

To offer the certification services listed below, CCOF CS maintains the following accreditations. For each accreditation noted below the title is a link to the official page announcing CCOF CS accreditation.

United States Department of Agriculture (USDA) Agriculture Marketing Service (AMS) for offering organic certification to the USDA National Organic Program regulations.

Committee on Accreditation for Evaluation of Quality (CAEQ) for compliance with the International Standardization of Organization ISO/IEC 17065, covering organic certification of compliance with the Canadian Organic Regime regulations.

ANSI National Accreditation Board (ANAB) for compliance with the International Standardization of Organization ISO/IEC 17065 standards for offering food safety certification in accordance with GLOBALG.A.P. and as approved by Azzule Systems in accordance with Primus GFS standards.

Regenerative Organic Alliance (ROA) for offering the Regenerative Organic Certified® program to the Regenerative Organic Certified® (ROC®) Framework and applicable Governing Documents.

CCOF Inc.
CDFA and CDPH Registrations for providing organic certification to the OCal standards (Title 3 and 17 California Code of Regulations [3 CCR & 17 CCR]).

CCOF Servicios de Certificación S. de R.L. de C.V. ("CCOF México")
To offer the CCOF Mexico Compliance Program, CCOF México maintains the following accreditation and approval. For each accreditation or approval noted below, the title is a link to the official page announcing CCOF México accreditation.

SENASICA (SADER**)** for approval as an organic certification body under the Mexican organic regulations ("Ley de Productos Orgánicos" or LPO). CCOF's certifier approval code issued by SENASICA/SADER is: OC-220921-14-CPAA-004.

Committee on Accreditation for Evaluation of Quality (CAEQ) for compliance with the International Standardization of Organization ISO/IEC 17065, covering organic certification of compliance with the Mexican organic regulations (LPO).

SECTION TWO: THE CERTIFICATION PROCESS

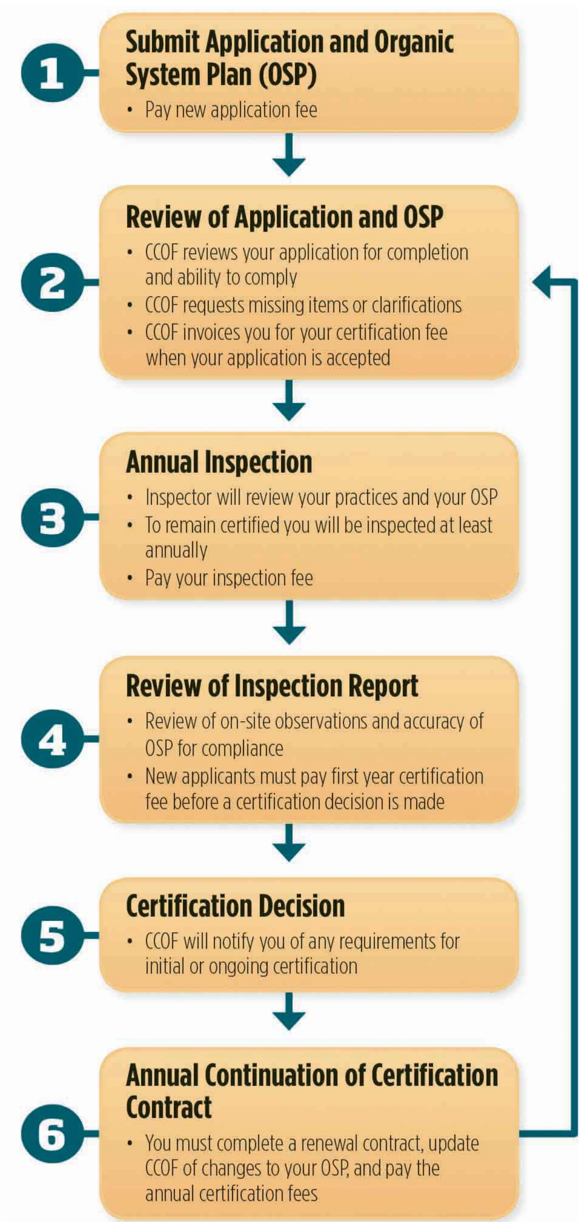
MYCCOF – ONLINE CERTIFICATION MANAGEMENT

All CCOF operators are given access to the free online certification management tool, MyCCOF. With a MyCCOF account, operators can:

- Download current certificates and addenda; except food safety certificates which are generated by the applicable scheme owner database.
- Monitor inspections and view inspection reports
- Track and respond to compliance requests
- Search and request materials be added to the OSP
- View the approved OSP
- Manage payments and pay bills
- Manage authorized contacts
- View correspondence with CCOF
- Manage multiple operations
- Track CCOF-certified suppliers and access their certification status in real-time

MyCCOF was built to offer an innovative and easy approach to managing certification. For additional details and access to the tool, visit www.ccof.org/myccof.

THE CERTIFICATION PROCESS



Certification is an annual cycle which includes an on-site inspection to verify the accuracy of the Organic System Plan and/or the activities of the operator. Anyone seeking to receive or maintain a certification must comply with the applicable regulations or standards. We are here for you to understand and ensure your practices meet the applicable regulations or standards.
For operators in the Regenerative Organic Certified® program, the certification process may vary from the process described below. The Regenerative Organic Certified® process is detailed in the program's governing documents found at www.regenorganic.org/resources.

APPLYING FOR CERTIFICATION

An application packet may be obtained by contacting CCOF and requesting one be sent to you via mail or email, or you can download it directly from www.ccof.org. The application packet consists of:

- Certification Services Program Manual (this document)
- Applicable regulations per program manual (MCP, COR, GG, PGFS, ROC®, OCal etc.)
- Application form and Certification Contract and Agreement
- OSP template for the appropriate scope/regulation
- Instructions & information to help complete the application

Due to the importance and complexity of the application review, inspection, and compliance review process, it is recommended that applications for organics be submitted 12 weeks prior to organic harvest, projected sales, or other deadlines. Operators seeking organic certification in less than 12 weeks should consider the Expedited Program described in Section Two below.

Submitting an Application

Before you submit the application, you should assess the eligibility of your operation by reviewing the applicable organic and/or food safety regulations or standard(s) and Organic System Plan(s) or description of activities to compare your practices to the certification requirements.

When you decide to apply for certification, send the required application fee (see Section Three) and the completed Application form and Organic System Plan (OSP) or description of activities including all required attachments. Please fill out the information completely and provide as much detail as possible. This helps the certification process move forward in a timely manner. Be sure to keep a copy of all the forms you submit!

If your operation is currently certified by a different certifier and you wish to transfer your certification, complete the Certification Transfer Form (available at www.ccof.org), including all associated documents, and the application fee may be waived.

Any operator that undergoes a change of ownership that causes a change in management of the operator must submit a new application and application fee. The Chief Certification Officer (hereinafter CCO) may waive this fee if the change requires minimal administrative activity.

Additional policies and procedures are described in relevant Program Manuals and/or scheme requirements (MCP, COR, Food Safety, ROC®, OCal).

For organic certification in the state of California, please note that by state law any organic operation located in California (including operations exempt from certification due to less than $5,000 organic sale(s) must register with the California Department of Food and Agriculture (CDFA) State Organic Program (SOP). Registration is a separate process and is in addition to certification. If you are a farmer located in California, contact the State Organic Program/CDFA to begin or renew your organic registration. Processors/Handlers in California should contact the Department of Public Health. Compliance with the California SOP registration is required.

For OCal operators, OCal manufacturers are required to register directly with the California Department of Public Health once they receive OCal certification. OCal cultivation and distribution operations are not required to register with the California Department of Food and Agriculture (CDFA) but are issued a CDFA certification number upon achieving OCal certification with CCOF. If you are experiencing any difficulties or require further assistance, please contact the State Organic Program directly at CDFA Organic@cdfa.ca.gov or (916) 900-5201. For OCal operations, applicants are required to hold a valid and active commercial cannabis license with the Department of Cannabis Control to be eligible for OCal Certification.

Application Review & Cost Estimate

Once the entire application packet (including completed Application Form, Contract, and Agreement, OSP or description of activities, and payment) is received, the application is reviewed to determine whether the applicant appears to comply or may be able to comply with the applicable regulations or standards. Additionally, determinations are made as to whether the operation may be exempt from certification, as described in Section Five, to ensure there is capacity and expertise to perform the scope of certification services requested. Special services may be decided due to the location or language of the operation applying for certification.

If the operation applying for certification has previously applied or another agency and received a notification of Noncompliance or notification of Denial of Certification, the application must include documentation to support the correction of any noncompliance(s) identified in the notification of Noncompliance or notification of Denial of Certification.

- For the CCOF NOP program, operations and persons responsibly connected to an operation applying for certification who previously received a notification of Suspension must request reinstatement, see also the Suspension and Revocation section. Operations and persons responsibly connected to operations applying for certification who previously received a notification of Revocation are ineligible to receive certification for a period of five years following the date of such revocation. See Suspension and Revocation section for more information.

Within a reasonable amount of time (generally fewer than ten business days after receiving the application), the findings of the application review are communicated in writing. Further information may be requested to clearly define, document and understand the information submitted.

Applicants receive notifications of any deadline to submit further information, generally around twenty business days.

If it is determined that the applicant does not comply and is unable to comply with applicable regulations or standards, they are issued a notification of Noncompliance and/or Denial of Certification per Section Four below.

If the application is substantially complete and the applicant complies with or appears to have the ability to comply with applicable regulations, the application is accepted. A cost estimate for certification services is provided after the application is accepted. The estimate is based on the information provided by the applicant. The actual cost of certification may vary depending on the accuracy of information provided. For more information on cost estimates, see Sections Two and Three below.

Once the application is accepted, operators are assigned an appropriate inspector within a reasonable time, and the inspector receives all relevant information for the inspection. Generally, the inspection is performed within 30 days following the assignment. The initial inspection may be delayed for up to 6 months to observe the land, facilities, and activities that demonstrate compliance or capacity to comply.

Applicants may withdraw their application at any time; however, the application fee is non-refundable, and an applicant who withdraws its application is liable for the costs of services provided up to the time of withdrawal. An applicant that voluntarily withdraws an application prior to the issuance of a notification of Noncompliance is not issued a notification of Noncompliance. Similarly, an applicant that voluntarily withdraws an application prior to the issuance of a notification of Certification Denial is not issued a notification of Certification Denial.

ON SITE INSPECTIONS

After acceptance of an application for certification, an initial on-site inspection is conducted of each production unit, facility, and site that produces or handles products included in the application. Each year after, an on-site inspection is conducted within the calendar year for the purpose of determining the continuation of certification.

The annual organic inspection cycle is:

- An inspector whose training and experience matches the operator's activities is assigned.
- The inspector reviews the operator's certification file.
- The inspector contacts the operator to make an appointment for the inspection and to review any preliminary questions concerning the operator.
- The inspector travels to the operator to conduct the inspection and verify the operator's compliance or capability to comply with the standards and applicable requirements.
- The inspector conducts an exit interview with the operator at the end of the inspection.
- The inspector completes the inspection report and submits it for a certification decision.
- The inspection report is reviewed and a certification decision is issued.

The food safety inspection cycle is described in the Food Safety program manuals.

An inspection must occur once every calendar year, even if the operator intends to surrender/cancel the certification in the near future. Failure to agree to schedule or participate in an inspection leads to adverse actions, even if the operator is planning to surrender certification but has not actually done so yet.

Scheduling

Each year, the inspector contacts the operator to schedule the inspection. Operators are expected to make a substantial effort to meet the inspector's schedule. The schedule is developed with every effort to minimize cost and perform the inspection in a timely manner. Penalties may be applied when an operator is non-responsive to an inspector's attempts to schedule an inspection (see Section Three below).

The initial inspection must occur prior to the first "organic" harvest from any parcel. All parcels, including those added to the operator or organic certification during subsequent years, must be inspected before the first "organic" harvest from that parcel.

All on-site inspections must be conducted at a time when land, facilities, and activities that demonstrate the operator's compliance with applicable organic regulations and standards can be observed (except during additional on-site inspections, such as unannounced inspections). If necessary, the inspection may be delayed for up to six months to ensure the inspection is conducted at such a time. If the time between two regular inspections is more than twelve months, future inspections may be conducted in a shorter time frame to ensure that operators have one annual inspection per calendar year.

Compliance Verification

The on-site inspection is conducted to verify the operator's compliance or capability to comply with the applicable standards. Inspectors verify if the information included in the OSP accurately reflects the practices used or planned to be used. Also, information is verified to determine that prohibited substances have not been and are not being applied to the operator. Inspectors must be granted complete access to the production and/or handling operator, including non-certified production areas, structures, and documentation associated with non-organic production. Inspections may be conducted as a hybrid or virtual inspection.

Hybrid inspections include virtual and on-site components of an inspection. A hybrid inspection can be conducted on any operator at initial and annual inspections. Additional and Unannounced Inspections can be performed as hybrid inspections. An authorized representative who is knowledgeable about the operator must be present for the opening meeting, OSP and document review, audit trail exercises, and the exit interview. In some cases, the authorized representative may not be required to attend all aspects of the inspection, such as field or facility inspections. The authorized representative can be present in person or virtually via an online meeting platform with webcams and screen sharing. Hybrid inspections must include an on-site inspection of all parcels, animals, and facilities. Operators that have non-physical activities can opt for a virtual inspection.

Virtual inspections may be considered as an additional inspection type. Virtual inspections may be used only for "annual inspection" of non-physical handlers (e.g. brokers, traders, private label brand owners, importers, exporters) who do not physically handle certified goods. To qualify, operators must have technical and administrative capacity for virtual meetings, including webcam, screen sharing, email, and other electronic record-sharing tools. All non-physical handlers must undergo an initial inspection at the physical address listed in the Organic System Plan (OSP). Virtual inspections may also be used for follow-up inspections and/or records-only inspections, regardless of operator type, when physical verification is not necessary. An announced or unannounced physical inspection may be conducted at any time, including non-physical handlers.

Additional information may be required, including the collection and testing of soil, water, waste, seeds, plant tissue, and plant, animal, and processed products samples. At the time of the inspection, the inspector provides the operator's authorized representative with a receipt for any samples taken by the inspector. There is no charge to the inspector for the samples taken. Photographs may be taken of operations during on-site inspections and/or surveillance events.

Operator Participation
All inspections (other than unannounced inspections) must be conducted when an authorized representative of the operator who is knowledgeable about the operator's operations is present. Failure to complete an annual inspection is cause for the issuance of a notification of Noncompliance and/or Proposed Suspension.

Operators and inspectors must ensure that there is ample time for the inspection. The duration of an inspection varies by operator and from inspection to inspection. The inspector needs to view all documents that form the operator's audit trail, and the operator must have complete input, harvest, production, and sales records for no less than the five years prior available for inspection, including all receipts for inputs, contracted services, and equipment rental. The operator must have audit trail/supply chain records readily available for the inspector to perform traceback from the time of purchase/acquisition through production, back to the last certified operator, as well as in/out mass balance audits.

Exit Interview
At the end of the inspection, the inspector conducts an exit interview with an authorized representative of the operator who is knowledgeable about the inspected operator to confirm the accuracy and completeness of inspection observations and information gathered during the inspection. The inspector must also address the need for any additional information as well as any issues of concern. The Exit Interview is not the final certification decision, and additional information or points of noncompliance may be issued later during the review and decision-making process.

Inspection Report
Following the inspection, the inspector provides a copy of the on-site inspection report. The report summarizes the operator's Organic System Plan (OSP) and practices and evaluates them for compliance with organic standards. Each report includes a list of all points of concern and potential noncompliance found by the inspector. All operators are provided with access to an electronic copy of their on-site inspection report and any test results by the inspector. Inspectors are required to submit reports within a timely manner, generally 15 business days from the date of the inspection. If an operator is concerned about the date by which a report is completed, they should discuss their concerns first with the inspector, and then with their Service Specialist identified in correspondence.

Choice of Inspector
Inspectors assigned to inspections may be staff, contractors, or contractors in affiliation with a subcontractor. Operators may not influence the choice of inspector or contact inspectors directly to solicit inspection assignments. Operators have the right to be informed about the identity of the inspector before the inspection visit and may raise objections based on conflicts of interest or other reasons by submitting the objections. If a potential conflict of interest is decided, an inspector may not be assigned or reassigned accordingly. To maintain impartiality, every effort is made to assign highly qualified inspectors who are committed to safeguarding impartiality and upholding confidentiality.

Additional/Unannounced Inspections
Additional on-site inspections may be conducted to determine compliance with the applicable organic production and handling regulations and standards. Additional inspections may be announced or unannounced as required by the relevant accreditation authorities, the USDA Administrator, State Organic Program's Governing State Official, or other regulatory bodies or scheme owners. Operators are charged fees for announced additional follow-up inspections and not charged fees for unannounced inspections unless otherwise notified.

Applicants and operators must allow access to records; including authorized representatives of the USDA Secretary, of the state Organic Program's Governing State Official, of the CDFA and CDPH (OCal operators), or of other private accreditation bodies or scheme owners during normal business hours for review and duplication to determine compliance with the applicable regulations.

For the NOP and ROC® Programs, unannounced inspections are performed for 5% of total operators. Reasons for charging an operator for an unannounced inspection include but are not limited to: verification of corrective actions; observations of specific production stages such as planting, weeding, harvesting, cleaning, packaging, etc.; a history of previous noncompliances; complaint or other investigation; or other reasons deemed appropriate.

For all other programs, refer to applicable Program Manuals (COR, MCP, Food Safety).

CERTIFICATION REVIEW AND DECISION

The inspector does not have the final say about certification. The role of the inspector is to provide information so that certification specialists can decide about whether to grant or continue certification. Within a reasonable time after completion of the on-site inspection, generally within 90 days, a qualified reviewer evaluates the on-site inspection report, the results of any analysis for substances conducted, and any additional information requested from or supplied by the operator.

Granting Certification to New Applicants

If the OSP and/or description of activities of the operator are determined to be in compliance and able to conduct operations in accordance with applicable regulations or standards, certification is granted and the operator is issued a certificate. The granting of certification may include requirements for the correction of minor noncompliance(s) within a specified time period as a condition of continued certification. If an applicant is not able to meet the standards, they receive a Noncompliance followed by a Denial of Certification.

Annual Renewal (Continuation of Certification)

Once certified, an operator's certification continues in effect until surrendered by the operator, or until suspended or revoked; including by the State Organic Program's Governing State Official, the USDA Administrator, or other governing official. However, to maintain certification, an operator must renew their certification annually.

To continue certification, operators certified to any program must pay the annual certification fees, either by mail or online at www.ccof.org/renew, by January 1 of each year.

Certified operators must submit an Annual Renewal (Continuation of Certification) Contract in addition to the annual fee. The Annual Renewal Contract requires the following information to be submitted:

- As applicable, updates to the Organic System Plan (OSP) or description of activities, detailing any deviations from, changes to, modifications to, or other amendments made to the previous year's OSP, and any additions or deletions intended to be undertaken in the coming year

Once the annual renewal payment and Renewal Contract are received and the operation appears to be compliant with all applicable regulations or standards, the operator is notified that the Annual Renewal is complete. If the renewal is not completed by the due date, a late fee is issued for each Noncompliance or Proposed Suspension. (see Section Three below).

Ongoing Certification Cycle

The certification cycle of renewal, inspection, review, and decision continues annually until the certification is surrendered, suspended or revoked.

If there is reason to believe based on review of the on-site inspection report and the current OSP or description of activities that an operator is compliant with applicable regulations and standards, the operator is notified of their continued certification and provided an updated certificate. The notification of continued certification may include reminders to the operator intended to help them stay in continued compliance with standards.

If the information provided to the inspector or in the OSP or description of activities is not sufficient to make a certification decision, the operator is requested by phone, email, or mail to provide additional information by a certain due date. If that information is adequately provided, the operator is notified of their continued certification and provided an updated organic Certificate. If the operator does not respond to this request by the due date, a notification of Noncompliance is issued, along with an invoice for a late fee per Section Three below.

If there is reason to believe, based on review of the on-site inspection report and the current OSP, that the operator is not complying with applicable regulations and standards, or if the operator fails to provide requested information within a specified time period, a notification of Noncompliance is issued.

Surrender of Certification
An operator may withdraw from the certification program through written or verbal notification of surrender at any time. Only an authorized representative of the operator may surrender the certification. Certification may also be surrendered if the contract is terminated. Refer to Section Six: Policies, "Standards of Behavior."

Upon surrender, the operator must cease all claims to CCOF certification and to the CCOF name and seal and destroy or return all certificates, labeling, and marketing material containing reference of CCOF. Operators are liable for the costs of all services provided up to the point of withdrawal.

For the Mexico Compliance Program, a surrender of certification is an operator who "voluntarily cancels" their certification. This manual and additional information is provided in the MCP Program Manual, Section 2.13.

Events Beyond Operator's Control
When a catastrophic event beyond the operator's control has occurred, such as death or natural disaster, certification activities may cease for up to six months. If contact cannot be made with an operator whose principal operator has died, or the operator has been closed and it is common knowledge that production or processing has ended, certification may cease.

Variances may be permitted from the regulations per NOP Instruction 2606 Temporary Variances.

ORGANIC CERTIFICATE

The organic certificate specifies, at minimum, the:

A) Name and physical address of the operator
B) Effective date of certification and period of validity (if applicable)
C) Scope of certification, such as Crops, Livestock, Handling, Wild crop, etc.
D) Standard(s) to which the operator is certified
E) Name, address, website and telephone number of CCOF CS, CCOF Mexico, or CCOF OCal CS.
F) Additional programs may have additional requirements for the issuance of certificates, i.e. references to scopes and/or categories, levels, etc. Refer to the relevant program manual.

A certificate may be re-issued when any of the above information, or the contact information of the certifier has changed.

Certificates that are lost, mutilated, or stolen may be replaced upon request. Duplicate certificates for the purpose of display are available by request. All changes, corrections, or additions to the certificate must be requested in writing.

The NOP Organic certificate is generated online in the National Organic Program's Organic Integrity Database: organic.ams.usda.gov/integrity. All other organic certificates are generated by the CCOF CS database, and the food safety certificates are generated from both CCOF CS and the respective scheme owner's database.

Applicability of Certification
The operator and its parcels, products, livestock and services listed on the organic certificate and Client Profile have only been approved for compliance with the specific standard as listed. Other local, state or federal labeling regulations may apply to products sold by the operator, and it is the responsibility of the operator and/or the company that is identified on product labels to make sure that information and claims on the labels comply with all applicable regulations and are truthful.

RUSH, EXPEDITED, AND EXTENDED CERTIFICATION SERVICES

Every effort is made to meet the customer service needs of all operators, including the timely review of inspections and changes to the OSP. However, we recognize that some operators may require rush services to meet deadlines. These services are designed to speed up the certification process when needed. Fees for each service are described in Section Three below. None of these services guarantee certification. Certification is dependent upon compliance with the applicable regulations or standards. These services are intended to provide a faster decision, not guarantee approval. The GLOBALG.A.P. and PrimusGFS Programs are excluded from the Rush and Expedited services due to the nature of this program.

Rush Organic Services

Rush services are available for operators who need quick review of an OSP update that does not require an inspection, such as a request to use a new input material, a new label, or the purchase of ingredients from a new supplier. Rush services are not applicable to the Regenerative Organic Certified® program. Rush services are also available for review of add acreage applications, for operators needing to include a new parcel in an upcoming inspection. For an additional fee, the request can be responded to within either 2 or 5 days. Other fees may also apply, e.g. add product fee, add acreage fee, etc. The Rush Review Request form including details is available at www.ccof.org.

Where Rush services are requested for review of add acreage applications, the standard timelines for inspection scheduling, certification review and decision apply. Expedited services are available for operators needing to reduce the timeframe to inspect and issue a final certification decision for a new parcel or facility. Rush services are not available for Investigations, Complaints, or residue detections.

For Rush Services related to Transaction Certificates, see section below.

Expedited Organic Services

Expedited services are available to reduce the timeframe for conducting an inspection of a new operator, an annual inspection of an already certified operator or new addition to an operator (scope, facility or parcel), and for the review of the subsequent inspection report and final decision notification. A process that can take 90 days on average may be reduced to under four weeks. Expedited services are not available for Regenerative Organic Certified® program, Food Safety programs or reinstatement requests. Expedited services may occasionally be unavailable for other programs due to administrative capacity.

Information about expedited timelines and fees is available on the Expedited Application form available at www.ccof.org and included in application packages sent to applicants. Expedited service applies to a single inspection.

Expedited services are typically requested at the time of submission of the application for the new operator or new addition to an operator (scope, facility or parcel). However, expedited services may be requested after an application for a new operator or new addition to an operator has been accepted, or after the corresponding inspection has occurred. In such cases, only the inspection report review timeline outlined on the Expedited Application form can be supported. While every effort is made to prioritize inspection scheduling and completion, the timelines for these stages cannot be guaranteed when Expedited services are requested after the application has been accepted. The full Expedited program fee (see Section Three below) applies if Expedited services are requested after the application has been accepted but before the corresponding inspection has been conducted.

There are no refunds for Expedited services except for when the review does not meet the expedited timeline. If the review does not meet the expedited timeline, refunds for expedited services are assessed based on the work completed.

Extended Organic Services

Operators in tier 26 fee category are automatically enrolled in the Extended Services Program, which is designed to meet the unique needs of larger organic businesses. Operators who are not in the tier 26 fee category may elect to enroll in the Extended Services Program for an additional fee. The Extended Services Program includes a single designated representative, credits towards Rush and Expedited services, faster review turnaround time for updates and inspection reports, and other benefits. All operators enrolled in the Extended Services Program are provided a notice detailing specific deliverables. These services are subject to change based on capacity and operator need. Extended Services are not available for the Regenerative Organic Certified® program.

The Extended Services Program may include, but is not limited to:

- Dedicated operator service representative to act as a single point of contact and oversee the certification cycle. Dedicated personnel meet with appropriate organizational contacts regularly to identify plans, needs, and concerns and to ensure timely provision of service at all levels.
- Agreed percentage of operator submissions are reviewed within a set number of days (typically 75% within 5 business days).

- Use of Rush Inbox services at a reduced rate (typically 2-day Rush service at the 5-day rate). This does not apply to rush services for Transaction Certificates.
- Review of all inspection reports within 60 days of inspection.
- Credit towards Expedited services for one new facility or one additional acreage annually at no additional charge.
- Optional annual 90-minute OSP Walk-Through webinar or in-person orientation for up to 10 of your employees. Basic topics may include how to work effectively with MyCCOF online certification management tool, the CCOF website, and other topics as requested and appropriate (excluding any specific assistance regarding identified barriers to certification or operator-specific compliance issues).

CHANGES TO CERTIFICATION

All operators are required to establish, implement, and maintain an Organic System Plan (OSP) or description of activities. The OSP is a living document that must be updated any time practices regarding activities change or are to be changed. The OSP or description of activities is central to maintaining certification. Operators are responsible for ensuring that this information is current and accurately reflects the organic practices of the operator.

Updates must be approved prior to implementation. Updates should be submitted:

A) With the submission of the Continuation of Certification Contract;
B) At any time during the year for changes such as new input materials are considered for use or new ingredients are sourced;
C) At inspection if only minor changes are made.

Operators must immediately notify CCOF concerning any:

A) Application, including drift, of a prohibited substance to any field, production unit, site, facility, livestock, or product that is part of the organic operator.
B) Change in the operator or any portion of the operator that may affect its compliance.

Adding Acreage, Livestock, Products, Services, Facilities

If an operator wants to add new acreage, groups of livestock, products (including new labels), services or facilities to the existing certification, or change the address of a current facility, the operator must complete the relevant section of the OSP or description of activities and submit for review. Some additions may be completed with a review of paperwork only, while others require an inspection, and are charged a fee per Section Three below. All additions must be submitted, reviewed and approved before any products grown or processed from the additions may be sold as organic. Operators should make contact with staff to discuss what paperwork is needed and if an inspection is required as soon as possible to ensure that the new areas of production are adequately covered by certification.

A physical inspection is required for the addition of a new parcel or production facility, including a change of address for a current production facility. To avoid additional fees, additional acreage applications must be submitted upon beginning organic management of the parcel, or at least 90 days before the annual inspection, and additional facility applications must be submitted at least 90 days before the annual inspection. The new parcel or facility application must be reviewed before the inspection. Requests to add acreage or facilities submitted at inspection require an additional inspection after that application is reviewed.

Parcel Transfers Between Two CCOF Certified Operators

Certified organic parcels may be transferred between two CCOF certified operators under certain conditions. The application for transfer must be approved for parcel transfers before the sale of any crop by the new management. A separate application form, copy of the current Client Profile and parcel map are required. The parcels must be inspected at least once per calendar year and be maintained under continuous organic management with a fertility plan that meets the NOP regulations at 7 C.F.R. §205.203. If the parcel meets these requirements, it may be transferred. The new manager is billed for the parcel transfer fee.

Expanding Scope or Breadth of Certification

To expand the **scope** of certification (i.e. adding a *new* program or service), submit the relevant OSP pages, the additional fee, and have an inspection. For example, an operator certified for organic crop production that wishes to add processing.

To expand the **breadth** of certification (i.e. adding parcels, products, facilities, etc. to an *existing* scope/program/service), submit the relevant OSP pages and applicable fees, and have any required inspections (for parcels and facilities).

Expansions may not be approved for the scope of operation or breadth of certification of an operator with open Noncompliance(s) or Proposed Adverse Action(s) related to compromised integrity, unless the change is required to resolve or correct the compliance issues. In such cases, if applicable, the scope of operations may not be changed, and any unapproved changes may affect Export Services. If an operator has open Noncompliance(s) or Proposed Adverse Action(s) for reasons *not* related to the organic integrity of products, (e.g. non-payment of fees), discretion is reserved in deciding affects to Export Services.

Business Changes

Operators that undergo a change which results in a new Tax ID, business structure, or owner must fill out and submit a Business Change Contract. This form provides details on the nature and scope of the change and may help streamline the certification process. The new applicant fee applies.

Standard Changes

Each operator is notified of relevant changes made to this manual and Program Manuals without unnecessary delay. All operators are required to comply with certification regulations, standards and requirements including implementing appropriate changes.

Notifications of changes are published upon official notice from the regulatory body, standard owner, or other appropriate authority. Necessary measures are taken to notify and prepare operators for any changes and/or revisions that may impact their certification. There may be an allowance period of up to 12 months or as specified from the regulatory body, standard owner, or other appropriate authority after the publication date of an amendment for an operator to come into compliance with changes to the requirements. If required due to the nature of the standard change, additional inspection(s), review, and certification decisions may be completed; updated certificates may be provided; and/or market surveillance may be conducted as applicable. Refer to “Additional/Unannounced Inspections”.

All current certification regulations, standards and requirements and notices of any changes are posted on www.ccof.org and published in CCOF Newsletters.

CCOF NAMES AND SEALS

CCOF Names and acronyms that may be used on organic product packaging or in marketing materials include: CCOF Certification Services, CCOF, and California Certified Organic Farmers.

The CCOF seal may be used in the following preferred colors but may not be modified in other ways: green and yellow, all black, all white, or all green. CCOF seals can be requested for download at Labeling & Logos - CCOF.org

For CCOF signs and stickers visit Shop CCOF! at www.ccof.org/shop.

CCOF Organic Seals

CCOF OCal Seals

OCal operators may use the CCOF OCal seals on their OCal products. Cannabis operators are prohibited from referring to their products as organic, pursuant to section 26062.5 of the California Business and Professions Code.

“Non-GMO and More” Product Seals

CCOF offers additional versions of the CCOF seal for operators wishing to highlight the Non-GMO attributes of their products in addition to the other benefits provided by organic production. These seals may be used by any entity entitled to use the CCOF seal.

Operators who are certified Transitional may use one of the following Transitional seals:

All labels used on packaging must be included in the OSP and pre-approved, preferably prior to printing. Operators may also use the additional seals of the regulations or standards to which they are certified (NOP, MCP, COR, ROC®, OCal) so long as they do comply with applicable requirements and the labels are approved. For Food Safety, products do not apply market labels to products.

Operators must only use the CCOF name and seal and other logos and/or seals authorized in accordance with standards and/or policies and must cease all use of CCOF’s name and seal upon notice. Any use of CCOF’s name or seal without the express consent of CCOF CS is strictly prohibited and constitutes infringement of policies and procedures. The operator is responsible for reasonable attorney’s fees and costs incurred in bringing any civil action, arbitration or mediation to enforce its rights in its name or seal.

SECTION THREE: ORGANIC FEES

We are committed to maintaining stable certification fees and being completely transparent about the costs of certification. In general, there are two significant fees per year: the annual Certification Fee and the Inspection Fee. However, depending on the complexity and activities of your operation, you may be billed additional fees for services such as issuing Transaction Certificates or the use of multiple production facilities.

We encourage you to review this section carefully to determine all fees that may be incurred by your operation so that you can budget for your certification costs appropriately. To estimate the cost of certification, add together the application fee (new applicants only), certification fee, and estimated inspection fee. Additional fees, such as Global Market Access or Exempt Handler fees, may also apply.

Applicants and operators are encouraged to contact us to discuss the costs of certification. A formal cost estimate is provided to new applicants upon acceptance of the application. Fees may vary from year to year.

GENERAL INFORMATION

Information about fees is available at www.ccof.org/fees Fees are charged for service to efficiently allocate work to operator demand and reduce costs to operators who do not need additional services. Not all operators seek additional services, the cost of certification is able to be reduced for those operators who are not charged additional fees. An overview of fees for Food Safety Programs are provided in the relevant program manuals; GLOBALG.A.P. Program Manual and the PrimusGFS Program Manual.

All fees listed throughout this manual are in USD, except:

- For operators seeking certification to the Mexican regulations (LPO), see the CCOF Mexico Compliance Program section below.
- For operators seeking certification to GLOBALG.A.P. in Mexico, fees are charged in Euros.

Payment of Fees

All fees are to be made payable to CCOF Certification Services, LLC. With your payment, please include a memo or invoice, and your client code. Payments may also be submitted online at: www.ccof.org/payment.

For credit card transactions, there is a 3% surcharge applied per transaction. No additional surcharge is applied to debit card transactions.

Payment Plans

If you are unable to pay your fees in full, we can work with you to implement a payment plan. Operators whose annual certification fee is over $300 may arrange to make quarterly payments instead of annual payments. Please begin by completing the Payment Plan form available at www.ccof.org/resource/ccof-payment-plan/ or contact our Accounting Department to discuss payment plans.

Refunds and Adjustments

All fees paid are non-refundable. Only the CCO has the authority to adjust, waive or otherwise modify fees billed. Any requests for fee adjustments or waivers should be sent to the CCO. See the Fee Reduction, Waiver & Deferral section below.

COMMON FEES QUICK REFERENCE

Please see specified section of this manual for details. This table is an overview only and does not include all fees that may be applicable.

Fee:	Amount:	Frequency:	Applies to:
Application	$350	One time	NOP, COR, Regenerative Organic Certified®, and OCal applicants. Refer below for Mexico Compliance Program for initial and annual fees.
Annual Certification	Varies. Billed on a tiered scale	At initial certification and annually on January 1 of each year.	All applicants & operators.
Inspection	Varies. Billed per hour	Per inspection, minimum one per year	All applicants & operators.
Regenerative Organic Certified® Inspection	Varies. Billed per hour or as a flat daily rate.	Per inspection, minimum one per year	All Regenerative Organic Certified® applicants & operators.
Global Market Access Program	Varies. Billed per market	At initial application and annually	Operators exporting to equivalent markets.
Mexico Compliance Program	$900[2]	At initial application and annually	All Mexico Compliance Program applicants & operators.
Regenerative Organic Certified® Program	$500 per pillar	At initial application and annually	The Regenerative Organic Certified® Program operator.
Exempt Handler Affidavit (EHA)	$75 per exempt uncertified handler	At initial approval and annually	NOP operators using exempt uncertified storage facilities, brokers, traders, distributors, or other exempt uncertified handlers.
OCal Uncertified Handler Affidavit (UHA) – Storage Facility	$50 per facility	At initial approval and annually	OCal operators storing cannabis products in excluded storage facilities.
OCal Uncertified Handler Affidavit (UHA) – Broker, Trader, Wholesaler, Distributor	$150 per uncertified handler	At initial approval and annually	OCal operators sourcing cannabis products from excluded, uncertified brokers, traders, wholesalers, or distributors.
COR Storage Facility Affidavit (SFA)	$50 per facility	At initial approval and annually	COR operators storing products in exempt uncertified storage facilities.
Production Facility	$350 per facility	At initial application and annually	Farm operators with post-harvest handling and Handler operators using additional production facility(ies).
Private Label	$350 for 5 UPC's & $50 per UPC after 5	At initial approval and annually	Operators packing in uncertified private labels.
Add Acreage	$125 per parcel & $75 for parcels in the first 2 years of transition	Per instance	Operators adding acreage.
Parcel Transfer	$200	Per instance	The transfer of a certified organic parcel between two certified CCOF farmers.
Add Product, Service, or Suppliers	$120	Per instance	Operators adding new products or services, each individual product formula and brand is considered one product. Addition of >25 new suppliers (brokered products).

[2] Approximately 15,905 Mexican pesos on March 16, 2026.

Fee:	Amount:	Frequency:	Applies to:
Add Facility, Equipment or Scope	$350	Per instance	Operators adding a facility, including relocation, new equipment, or a scope of certification.
Add Retailer Location	$350 & up	Per instance	Operators adding a new location, including relocation.
Late/No Response	$150	Per instance	Operators who do not respond to requests by deadline.
Transaction Certificates	Varies – See below	Per instance	Operators requesting Transaction Certificates, including USDA NOP import certificates or export certificates for product coming from Mexico or Canada and the United States
2-day Rush Inbox Review	$400	Per item, per instance	Operators who need OSP updates reviewed quickly. Not applicable to the Regenerative Organic Certified® program.
5-day Rush Inbox Review	$200	Per item, per instance	Operators who need OSP updates reviewed quickly. Not applicable to the Regenerative Organic Certified® program.
Expedited program	Varies – See below	Per instance	Operators who need inspection and review services quickly. Not applicable for Regenerative Organic Certified® program, Food Safety programs or reinstatement requests.
Compliance Oversight Surcharge	Varies	At initial implementation and annually based on enrollment date.	Operators entering into Settlement Agreements or other processes which include additional oversight measures.
Mediation Fee	$500: For Non-Administrative Issue $100: For Administrative Issue	Per mediation session	For proposed adverse actions or other violations that result in mediation, to cover the cost of arranging mediation (other than OCal manufacturers who request mediation to CDPH).
Investigation Cost Recovery; Technical Services; Administrative Services.	Billed per hour. $85: Administrative $150: Technical Services	Per instance	For investigation time, including inspections. See Investigation Cost Recovery below. Other customized services. See Technical and Other Services below.
Reinstatement Application Fee	$2000	At initial application	For operators with suspended NOP organic or OCal certification who must request reinstatement.
Appeal Fee	$500	Per appeal	For operators appealing a decision made from any program (MCP, LPO, Food Safety, ROC®, OCal), except the USDA NOP Program.
	$0		For operators appealing a decision made from the USDA NOP program.

FEES

Application Fee (one time)

There is a one-time, non-refundable Application Fee due when the application is submitted. This fee covers the expense of reviewing the application and is required whether the application is accepted or denied. Applications without the fee payment are not processed or reviewed. If an operation is currently certified by another certifier and wishes to transfer, this fee is waived. If an applicant voluntarily surrenders certification or withdraws their application from certification and then re-applies within six months of surrender or withdrawal, they may qualify for a reduced re-application fee of $100.

Inspection Fee (recurring)
There is a fee each year for the cost of the annual inspection. This fee varies from year to year. The cost for inspections is billed on a time and materials basis upon completion of the inspection. Total inspection costs vary according to the Operator's size, complexity, preparedness, and inspector availability. As of January 1, 2026, inspections are billed at $90 per hour. Travel time is billed at $50 per hour and expenses include mileage, food, lodging, etc. Additional required follow-up inspections are billed at the same rates.

Operators are responsible for all incurred inspection costs from the point an inspector is assigned an inspection. This includes preparation, planning, and any purchased tickets or travel expenses incurred. Operators wishing to eliminate inspection expenses must withdraw from certification in writing upon first contact from the inspector.

Inspections are assigned in the most efficient manner possible. An inspector is assigned to operators according to the inspector's qualifications and to minimize travel costs and save time. Cooperation from the operator with inspection assignments is necessary for inspections to be scheduled efficiently. If an operator fails to comply with an inspection date set according to the inspector's schedule, additional time and travel charges may accrue. Operators who withdraw after the inspection is assigned may be billed for any expenses incurred.

If an inspection is cancelled by the operator within 5 or fewer business days before the confirmed scheduled date, or the operator fails to appear for a scheduled inspection, the operator is charged for all time and expenses (Including travel related expenses) incurred by the inspector after initial contact regarding scheduling, plus a $100 penalty.

Additionally, if an operator is nonresponsive for 5 business days after the second request to schedule an inspection, they may be billed a $50 penalty.

Annual Certification Fee for First-Year operators (one time)
Once the application has been accepted, the initial Certification Fee(s) is invoiced. All applicants for certification must pay this non-refundable Certification Fee(s) before the review is completed of the initial onsite inspection report or a certificate is issued. If the specific fee associated with the Certification Fee Tier has changed between initial receipt of application and acceptance of application, the current fee published in this manual at time of application acceptance applies. Regardless of the time of year when the application is received and the certification fee is paid, the next certification fee is due on January 1 of the following year.

New applicants who receive a certification decision between October 1 and December 31 and pay a full Certification fee are considered "Fourth Quarter Clients" and are billed a reduced fee of ¼ of the certification annual fee for the next year of service. Operators whose certification decision is received before October 1 are responsible for payment of the full fee both in the first year and in all subsequent years.

Applicants for certification are required to provide a reasonable estimate of annual Organic Production Value on which the first annual certification fee is based. New applicants must pay fees according to estimated value of organic and transitional production.

Applicants who withdraw from certification after review are liable for 50% of their first-year annual fee or $150 minimum, whichever is greater. Applicants who withdraw after inspection but before review are only liable for inspection costs billed.

Annual Certification Fee for Continuing Operators (recurring)

All operators, except fourth quarter clients during the first renewal, are billed an annual certification fee that is due on January 1 of each year. Operators who do not surrender certification within 45 days after January 1 are liable for prorated fees up to the date of their withdrawal.

All operators are billed the annual certification fee on a sliding scale based on the operator's annual Organic Production Value (OPV) as described in the Certification Fee Schedule below, except Retailers. Continuing operators pay fees based on the Organic Production Value reported for the previous year. It is the operator's responsibility to report any changes to this number using the Certification Fee Schedule. **No refunds are given for overpayment**. If the amount due was underreported, the operator may be billed an annual fee addendum. The Fee Schedule tiers are increased periodically.

USDA National Organic Program (NOP)

- Annual fees for this program are below per the Organic Certification Fee Schedule.

Regenerative Organic Certified® Program

- Additional Regenerative Organic Certified® (ROC) fees are outlined in the Regenerative Organic Certified® Cost & Fee Structure available at www.regenorganic.org/resources. Except for the annual ROC fee per pillar and ROC inspection fees, which are payable to CCOF CS, ROC fees are paid directly to the Regenerative Organic Alliance.
- All standard inspection fee policies apply to ROC inspections. Inspection fees may vary based on inspector availability, specialized qualifications, translation needs during worker interviews, and the operator's social risk level. Contact your ROC Certification Service Specialist with questions regarding ROC inspection fees.

CCOF Global Market Access Program (GMA)

For operators enrolled in the NOP, COR, and MCP programs also pay an additional annual fee to be enrolled in the CCOF CS Global Market Access program at $300 per each equivalence verification for Canada, EU/UK, Japan, Mexico, South Korea, Switzerland, Taiwan, and US (as applicable). For wine, the annual fee is $750 per compliance verification for the EU/UK or Switzerland.

Canadian Organic Regime (COR) Compliance Program

Annual fees for this program are per the Organic Certification Fee Schedule below, with a minimum of Fee Category tier 9.

Mexico Compliance Program (MCP)

For operators enrolled in the USDA NOP base certification program, there is an additional annual fee to be enrolled in the Mexico Compliance Program. The value in pesos can vary according to the current exchange rate. Operators seeking this certification may consult www.banxico.org.mx/ for the current exchange rate. Enrollment is required for operators located within Mexico and operators exporting to Mexico.

Regenerative Organic Certified® Program

For operators enrolled in the USDA NOP certification program, the additional annual fee to be enrolled in this program is listed in the Common Fees Quick Reference table.

GLOBALG.A.P. Program

Annual fees for this program are described in the GLOBALG.A.P. Certification Program Manual.

PrimusGFS Program

Annual fees for this program are described in the PrimusGFS Certification Program Manual.

OCal Certification Program

Annual fees for this program are per the OCal Certification Fee Schedule are listed in the OCal Certification Fee Schedule.

CCOF Certified Transitional Program

Annual fees are per the Organic Certification Fee Schedule below, with a maximum of Fee Category, tier 7 with annual production value calculated at 50%.

ORGANIC CERTIFICATION FEE SCHEDULE

Fee Category	Organic Production Value (OPV) At Least	Organic Production Value (OPV) Not More Than	Fee Crop/Livestock	Fee Handler/Processor
1	$0	$10,000	$285	$855
2	10,001	20,000	376	855
3	20,001	50,000	479*	855
4	50,001	100,000	627**	855
5	100,001	200,000	809	957
6	200,001	300,000	1,060	
7	300,001	400,000	1,379	
8	400,001	500,000	1,789	
9	500,001	600,000	2,325***	
10	600,001	700,000	3,020	
11	700,001	1,000,000	3,624	
12	1,000,001	1,500,000	4,275	
13	1,500,001	2,000,000	5,124	
14	2,000,001	2,500,000	6,154	
15	2,500,001	3,000,000	7,385	
16	3,000,001	3,500,000	8,862	
17	3,500,001	4,000,000	10,629	
18	4,000,001	5,500,000	12,755	
19	5,500,001	10,000,000	15,023****	
20	Greater than 10,000,000		Contact us for a quote	

*Minimum fee for mixed organic and non-organic (all types, all crops)
**Minimum fee for livestock operators with greater than 10 mammals or 200 poultry.
***Minimum fee for operators certified to Canadian Organic Regime (COR) Compliance Program.
****Maximum fee for broker/trader/wholesaler/distributor/importer operators with fewer than 5 facilities included in their certification who do not repack or repack fewer than 20 products. Does not apply to operators who also own a certified organic private label brand, unless fewer than 20 products are included in private label certification.

OCAL CERTIFICATION FEE SCHEDULE

Fee Category	OCal Production Value (OPV)		Fee	
	At Least	Not More Than	Crop/Distributor	Manufacturer
1	$0	$10,000	$285	$855
2	10,001	20,000	376	855
3	20,001	50,000	479*	855
4	50,001	100,000	627	855
5	100,001	200,000	809	957
6	200,001	300,000	1,060	
7	300,001	400,000	1,379	
8	400,001	500,000	1,789	
9	500,001	600,000	2,325	
10	600,001	700,000	3,020	
11	700,001	1,000,000	3,624	
12	1,000,001	1,500,000	4,275	
13	1,500,001	2,000,000	5,124	
14	2,000,001	2,500,000	6,154	
15	2,500,001	3,000,000	7,385	
16	3,000,001	3,500,000	8,862	
17	3,500,001	4,000,000	10,629	
18	4,000,001	5,500,000	12,755	
19	5,500,001	10,000,000	15,023	
20	Greater than 10,000,000		Contact us for a quote	
*Minimum fee for mixed OCal and non-OCal (all types, all crops).				

Organic Production Value (OPV)

All organic production must be reported and used to calculate your OPV, even if not sold as organic. Some portion of organic production not sold as "organic" may be exempt from fees. Operators must submit a request in writing to the CCO for such an exemption. At the CCO's discretion a request for exemption may be granted for up to $3,000 in fees.

Evidence of OPV, including sales records and/or production capacity, must be available for review at the annual certification inspection. Certification fees may be adjusted based on information gathered at the inspection. All organic production and sales information is held strictly confidential except information available to the USDA Secretary or applicable State Organic Program's Governing State Official or regulatory body.

Evidence of OPV includes, but is not limited to:

A) Sales records
B) Income tax revenue statement from most current year (Schedule F)
C) Acreage multiplied by per acre yield and crop value (may be based on county agricultural commissioner reports)
D) Other third-party records such as a broker, sales agent, or cooperative.

For any program, CCOF CS reserves the right to request a compliance audit by a Certified Public Accountant at the operator's expense.

Calculating the Organic Production Value (OPV) for Handlers/Processors

Handlers/processors may deduct the cost of organic product purchased from their OPV. To find the annual renewal fee on the fee table that follows, operators must first collect the following information:

- **A =** Total value of certified organic production/sales/services such as brokers, contract processing or handling
- **B =** Certified organic purchased product price. This is product purchased, not produced, by the operator.[3]
- **C =** Service fees charged by certified organic co-processors
- **A-B-C =** Organic Production Value subject to annual certification fee.

Calculating the Organic Production Value (OPV) for Farms and Livestock Operators

Farms and Livestock operators may deduct the cost of certified organic seed, certified organic transplant starts and/or certified organic feed purchased from their OPV. Livestock operators may also deduct the cost of custom grazing or management of their organic animals on another operator's certified pasture. The costs associated with this deduction may be for the lease of the operator's certified pasture and/or the cost of the service from the certified service provider. This deduction does not apply to operators leasing pasture that is listed on their own organic certificate. Service fees charged by certified organic co-processors may also be deducted.

Retail Establishment Fees

The annual certification fee for the following year is based on complexity of operations and the number of open locations between Q4 (Oct 1) of the previous year and the end of Q3 (September 30) of the current year. All locations that are inspected and reviewed are counted, even if a location is only open for a limited period during that time frame. For retailers with more than one location, a certificate is issued to the certified legal entity with an addendum listing all locations.

For retailers with limited (e.g. single ingredient repacking) or no processing, the certification fees described in the Annual Retail Certification Fee Category below apply. Certification includes up to three departments per location (e.g. Produce, Bulk, Cheese). Additional departments may require additional fees dependent on activities.

For restaurants and other retailers who process or prepare multi-ingredient foods (e.g. retailers with prepared foods department, bakery, delicatessen), the certification fees described in the Annual Restaurant/PFD Certification Fee Category below apply. Applications are only accepted for restaurants and other prepared foods establishments with all-organic menu items, only the CCO can waive this policy. See Section 5, "Certification for Exempt operators" for more details.

Any retailer that adds a new location and/or has over 10 locations incurs an additional fee per location. An initial location fee is applied when an operator submits their plans to open a new location, see "Adding Retailer Location Fee" section below. A per location annual fee is applied to each location over the first 10 locations as part of the calculated annual Certification Fee.

A retailer wishing to certify private labels, importing, or other activities outside the scope of Retail OSP forms is considered a handler and charged the fees per the Handler/Processor Certification Fee Schedule above in addition to the Retailer or Restaurant/PFD Certification Fee.

Inspection fees are assessed per regular rates. The CCO has the sole discretion to negotiate fees.

Number of Locations	Annual Retailer Organic Certification Fee Category	Annual Restaurant/PFD Organic Certification Fee Category
1	6	8
2	8	11
3-5	13	15
6-10	15	18
>10	15 + $350 per location for each location >10	18 + $650 per location for each location >10

[3] OCal Operators can include the price of both OCal and Organic purchased products.

ANNUAL FEES FOR SPECIFIC SERVICES (RECURRING) – NOP AND MCP

Additional annual fees for services are charged to allocate costs according to demand. If applicants or operators have questions regarding these fees, please contact a representative for clarification. The following pertains to the NOP and the MCP programs, and does not include OCal, COR, Food Safety or ROC® programs.

Production Facilities

Farm operators who use post-harvest handling facilities that are not independently certified are billed annually $350 per facility or production type. Handlers are only billed for facilities in addition to their main production facility. Examples include (but are not limited to) certification of:

A) A processor that uses one facility for product manufacturing and another for packaging
B) A huller, packer, sorting line, or cooler in conjunction with a farm
C) Milk barns in conjunction with dairy farms
D) Parcels or livestock in conjunction with a processing plant or handling operator.

The CCO may reduce the fee for additional production for operators that sell less than $20,000 of product per year, or for operators that add a very small number of animals to an existing farm.

Private Label Name & Seal Use

Operators who label products for a Private Label Owner that is not certified, which use the CCOF CS name and/or seal, are billed a Private Label fee of $350 for up to five universal price codes (UPCs) and $50 for each additional UPC beyond the first five. Note that different sizes of the same product generally have different UPC codes and are counted as separate UPCs. Adding Products or Services fees also apply to any new product, see below. CCOF CS invoices the operator for the private label fee at initial approval of the private label products. The private label fee is then included annually as part of the invoice for the certification fee at subsequent renewals.

Uncertified Exempt Handlers (EHA)

An annual charge of $75 fee is added for each new Exempt Handler added to an operator's OSP. This fee is charged upon approval of the Exempt Handler and at annual renewal. This fee is also charged when an Uncertified Handler's exempt status is unresolved and CCOF has referred the Uncertified Handler to USDA NOP for review.

Operators in the NOP Program who use uncertified, exempt storage facilities to store product in sealed, tamper-evident packaging must submit an Exempt Handler Affidavit (EHA) for each storage facility.

Operators in the NOP Program who source ingredients or products from uncertified, exempt operations such as brokers, traders, wholesalers, or distributors must submit an Exempt Handler Affidavit (EHA) for each uncertified handler.

Only uncertified operations that that do not open, re-label, repack, combine or split loads, or process crops or products in any way are eligible to submit to the EHA. Other restrictions on exemption eligibility apply, as outlined on the EHA form. If determined there is an exemption and the EHA does not apply, certification is required before any operator can work with the uncertified handler.

ANNUAL FEES FOR SPECIFIC SERVICES (RECURRING) – OCAL AND COR

OCal Program

- **Uncertified Handlers (UHA) – Brokers, Traders, Wholesalers, Distributors**
  OCal operators who source cannabis ingredients or products from uncertified, excluded operations such as brokers, traders, wholesalers, or distributors must submit an Uncertified Handler Affidavit (UHA) for each uncertified handler. Only uncertified handlers that do not open, re-label, repack, combine or split loads, or process crops or products in any way are eligible to submit the UHA. Operators are charged an annual administrative fee of $150 for each uncertified handler of cannabis product.
- **OCal Uncertified Handlers (UHA) – Storage Facilities**
  OCal operators who use uncertified, excluded storage facilities to store unsealed cannabis product or product in permeable packaging must submit an Uncertified Handler Affidavit (UHA) for each storage facility. Only storage facilities that that do not open, re-label, repack, combine or split loads, or process crops or products in any way are eligible to submit the UHA. Operators are charged an annual $50 administrative fee for each storage facility

storing cannabis product. A UHA or fee is not required for storage facilities that store sealed products in final retail packaging.

COR Program

- **Storage Facility Affidavit (SFA)**
  COR operators who use uncertified, exempt storage facilities to store unsealed organic product or product in permeable packaging must submit a Storage Facility Affidavit (SFA) for each storage facility. Only storage facilities that that do not open, re-label, repack, combine or split loads, or process crops or products in any way are eligible to submit the SFA. An annual $50 administrative fee is charged for each storage facility storing organic product. A SFA or fee is not required for storage facilities that store sealed products in final retail packaging.

FEES FOR SPECIFIC SERVICES (ONE TIME FEES BILLED PER ACTIVITY)

For all organic programs, except Food Safety, additional fees are charged for services to allocate costs according to demand. The following is a list of the most common services requested and the associated fees. Please contact the CCO for additional information for services not listed here.

Adding Acreage
A fee of $125 is charged for reviewing the add acreage application for each new parcel added to an operator's OSP. This fee is charged at initial submission of the add acreage application. The bill can be reduced to a fee of $75 for complete add acreage applications submitted within the first two years of the parcel's three-year transition to organic management.

Adding Products, Services, or Suppliers
A $120 administrative fee is charged for each new product or service added to an operator's OSP. Each individual product formula and brand is considered one product. Label or formula changes for existing products are reviewed for no additional fee. A reduced rate of $120 may be charged for up to three single ingredient products for the same brand or three brands for the same single ingredient product. Fee adjustment only applies to products submitted for review simultaneously. See Private Label Name & Seal Use above for fees that may apply to products produced for Private Label Owners who are not certified. There is no charge for reviewing new ingredient suppliers for operators who process, repack, relabel, or own a label.

For operators who sell organic products, but do not process, repack, relabel, or own a label (e.g. broker, trader, wholesaler, distributor, and importer), A $120 flat rate administrative fee is charged for the addition of more than 25 new suppliers submitted for review at one time. There is no charge for the review of 25 or fewer suppliers at one time. Fees to add new products to the OSP may apply if the CCOF Client Profile is updated; the fee for this service is $120 for up to three new products submitted for review simultaneously.

Operators may be charged $120 per hour if they wish to add more than 20 new products, new suppliers, or new materials to their Organic System Plan at one time. $720 minimum charge for >20 new products and $120 minimum charge for >20 new suppliers or materials. This fee covers the cost of review and data entry. For new products, this fee is billed in lieu of the $120 per product fee. Fee adjustment only applies to >20 of the same type of update (products, materials, or suppliers) submitted for review simultaneously. An estimate can be provided upon request.

Additional Processing Facility, Equipment or Co-Packer
A fee of $350 is charged for each additional handling or co-packing facility or equipment line added mid-year to an operation already entered into the certification program, including relocation of an existing facility. The fee applies to post-harvest handling operations for farms as well as to handlers. The fee is charged at initial submission of the application.

Adding Retailer Location
For each new retailer location added mid-year to an operation including relocation of an existing location, the following fees apply. The fee is charged at initial notification of the location. Complete information is required as part of the initial notification, including location name, location code (if used), complete address, and projected open date. If a n operator opens a new location without prior notification, this could result in a Noncompliance.

- $350 if submitted within 60 or more days of opening

- $500 if submitted within 59-30 days of opening
- $650 if submitted within 29-0 days of opening

Additional Scope of Certification
A $350 fee is charged to add a scope (Crops, Livestock, Handling, etc.) to an existing certification. For example, a crop producer adding livestock may be charged $350 plus any other additional fees. The CCO may reduce the fee for additional production for operators that sell less than $20,000 of product per year, or for operators that add a very small number of animals to an existing farm.

Rush Inbox Review
Operators who need a response regarding an OSP update (that does not require an inspection) more quickly than regular turnaround time may request a Rush Review. Types of OSP updates that do not require an inspection and are eligible for Rush Review include new labels, new inputs or new suppliers. The fee is $400 for a 2-day response and $200 for a 5-day response, per item submitted. Other fees may also apply, e.g. add product fee. See description in Section Two above.

This service is not currently available to Regenerative Organic Certified® operators, and rush services for Transaction Certificates, see below.

Expedited Review
Eligible operators that need an expedited inspection and certification decision may enroll in the Expedited review program. The following table includes the expedited fee, the associated application, add scope/facility/acreage fees and total fee for service:

EXPEDITED SERVICE	EXPEDITED FEE	APPLICATION, ADD SCOPE, ACREAGE, FACILITY FEE	TOTAL
Initial Certification	$2,500.00	$350.00	**$2,850.00**
Add Facility or Equipment Certification	$2,000.00	$350.00	**$2,350.00**
Add Acreage Certification	$2,000.00	$125.00	**$2,125.00**
Add Scope Certification	$2,500.00	$350.00	**$2,850.00**
Initial Certification - Post-Inspection	$1,500.00	$350.00	**$1,850.00**
Add Facility or Equipment Certification - Post-Inspection	$1,500.00	$350.00	**$1,850.00**
Add Scope Certification - Post-Inspection	$1,500.00	$350.00	**$1,850.00**
Add Acreage Certification - Post-Inspection	$1,500.00	$125.00	**$1,625.00**
Annual Certification - Post-Inspection	$1,500.00	0	**$1,500.00**

Expedited services may be requested after an application is accepted. The full Expedited program fee applies if Expedited services are requested before the corresponding inspection has been conducted, provided an inspector is available to meet the expedited timeline. If no inspector is available to meet the timeline, expedited services are offered post-inspection.

Expedited review program fees for new applicants must be paid before this service begins. There are no refunds for expedited service except as outlined in Section Two above. See Section Two above for a complete description of this program.

Extended Services Program
Operators that are not in the tier 26 annual fee category may enroll in the Extended Services Program described in Section Two for an additional annual fee. This program is not currently available to Regenerative Organic Certified® operators.

Compliance Oversight Surcharge
Operators that require additional monitoring, inspections, or oversight in the context of a settlement agreement or other process may be charged additional initial and annual charges based on the complexity of additional monitoring requirements. Such charges are identified in appropriate documents and mutually agreed, in writing through the mediation process.

These fees are based on four basic tiers starting at $3,000 and increasing by $3,000 increments (e.g. $3,000, $6,000, $9,000 and $12,000). These charges facilitate costs associated with scheduling, management and oversight of ongoing settlement agreement or other process-based compliance efforts such as ongoing reporting, additional inspections, or testing oversight. Annual cost is determined based on the complexity of the issues, frequency of required monitoring and number of additional inspections required. The CCO may increase or decrease the fee tier in cases of need or extenuating circumstances.

For the NOP Program, in cases where an operator enters into a settlement agreement with the National Organic Program (NOP), California Department of Food and Agriculture (CDFA), or another USDA-accredited certifier that requires oversight of compliance with the terms of the agreement, the operator is billed the minimum compliance oversight fee for each year that requires oversight, unless the settlement agreement specifies otherwise.

Late/No Response Fees
If information is requested or a response is due from an operator by a specific due date, and the operator does not submit the information or documents needed that results in a Noncompliance or Proposed Suspension/ Revocation, a $150 late/no response fee is charged.

Such situations include, but are not limited to, an operator’s failure to submit the Annual Renewal contract by the due date or an operator’s failure to respond to requests for information or notifications of Noncompliance by the due date. Operators are notified if operators fail to submit applicable documents by the due date results in late fees.

For the Regenerative Organic Certified® program, if the operator fails to submit the required information or documents, a $150 late/non-response fee is charged and the operator is issued a Notice of Non-Compliance or a Proposal for Suspension/Revocation under NOP, or a Non-Conformity, Critical Tolerance, or Denial/Cancellation.

Transaction Certificates (TCs)
CCOF issues Transaction Certificates for specified movements of organic products that require verification of compliance with regulatory requirements. The Transaction Certificates are issued per the rates in the chart below. Any extra administrative requests for processing transaction certificates may include a $5 service fee plus any postal costs. Regulator turn around for transaction certificates within 3-5 business days of receipt.

The processing of requests for transaction certificates typically takes 3-5 business days. Rush services are offered at additional fees. See the table below for specific rates and fees.

Transaction Certificate Rates

Service Type	Transaction Certificate Rate Types	Rate
Standard Transaction Certificate	Requests for certificate of product exported to other countries and for requests for product exported to countries requiring transaction certificates (e.g. TM11 for Taiwan/Japan, NAQS for Korea, DCTI for Mexico). This includes NOP Import Certificates (NOPIC) for a single shipment. This fee also applies to Transaction Certificates that must be reissued.	$85
European Union Certificate of Inspection (COI) Great Britain Certificate of Inspection (GB COI)	Request for certificate of products exported to the European Union and as submitted by the operator via the European Commission TRACES system, and for products exported to Great Britain. Important: To avoid shipment rejections, COIs must be authorized by CCOF prior to the shipment leaving the port of departure.	$110
Multi-Shipment National Organic Program Import Certificate (NOPIC)	Request for certificate of products imported to the United States as issued by CCOF via the Organic Integrity Database (OID).	$110
Bulk Transaction Certificate Requests	For operators requesting over 15 certificates simultaneously, CCOF may charge a single fee for every three issued. Fee adjustment is at the sole discretion of CCOF.	3 TCs for the price of 1
Valued Partner Agreement for Bulk Requests	To support high frequency shipments, CCOF may offer bulk discounts to operators based on need and ability to comply. Any special billing must be approved by the CCO and documented in a Valued Partner Agreement. Contact CCOF for more information.	Varies
Additional Rush Transaction Certificate Fees **The rush fee applies in addition to the standard document rate noted above. Standard Rates plus the additional cost for the type of rush requested.**		
Same Day Rush Fee	An additional fee charged when a request is required to be rushed on the same day. The standard document rate still applies as well. The request must be submitted by noon PT and processed before 5pm PST.	$100
Two Business Day Rush Fee	An additional fee charged when a request is required to be rushed within two business days. The standard document rate still applies as well. The request must be submitted by 5pm PT to be processed before 5pm in two business days, e.g., request received by Monday 5pm PT would be processed before Wednesday 5pm PT.	$50

Reproduction and Information Rates

Fees are not charged for the routine reproduction of certificates, Client Profiles, or other file information intended for the sole use of operators. For bulk requests for 10 or more certificates or other public information, including results of periodic residue testing, a fee may be charged for reproduction or enrollment required to provide this information, such as MyCCOF: Supplier Management.

To provide information related to applicants or an operator in any format (this includes electronic and hard copy files), a fee of $10 is charged per document or result requested, or $85 per hour (with a minimum charge for one hour), whichever is more, plus the cost of materials. An estimate can be provided upon request.

Technical and Other Services
CCOF CS may charge additional fees for other customized services, such as sampling or additional verification, on a per quote basis. Operators and other entities can be billed an hourly fee for administrative services and technical services. See Common Fees Quick Reference table for billing rates.

OSP Walk Through Service
Comprehensive and complete overviews are offered on how to maintain your Organic System Plan and other information about our systems. Walk-throughs are led by a Certification Specialist who can provide technical assistance and help you navigate MyCCOF tools. The cost for the OSP Walk-Through service is $425 for 90 minutes. Each additional hour is billed at $100 per hour. The cost for the OSP Walk-through in person includes all travel costs associated with a Certification Specialist traveling to your operator plus $125 for up to 4 hours total travel time. Travel time in excess of 4 hours is billed in 4-hour increments (i.e. 6 hours of travel is $250). This service does not advise the operation on barriers to overcoming certification with compliance to regulations or standards.

Complaint, Investigation & Adverse Action Fees
Applicants and operators are responsible for reimbursing for all costs incurred as a result of adverse actions, investigations, and legal issues involving the applicant or an operator. Adverse actions may include but are not limited to: actions described in Section Four, including sanctions, adverse actions, complaints, appeals, mediation, litigation, or enforcement actions. The costs that the applicant or an operator must reimburse include but are not limited to: the costs of conducting mediation, investigations, conducting additional inspections, conducting discovery, and responding to subpoenas or other discovery requests. Costs are billed at the technical services rate above. Pesticide residue testing is not billed to the operator. A Mediation fee is billed when an operator chooses mediation to resolve a non-administrative proposed adverse action(s), to cover the cost of arranging mediation, with the exception of OCal manufacturers who request mediation to the CDPH.

Operators are responsible for attorney's fees, expenses and costs in cases where they do not prevail in a mediation, dispute, proceeding, or other contested action against the applicant, or operator.

Investigation Cost Recovery
When an investigation is performed, which may or may not include inspection(s), and identifies noncompliance(s), the applicant or an operator may be responsible for the associated costs of the investigation, including conducting additional inspection(s), per *Technical and Other Services* and *Complaint, Investigation & Adverse Action Fees,* above. The associated costs may be billed either when the investigation closes or when a proposed adverse action(s) is issued. The costs recovered are based on the amount of time it took to conduct the investigation, starting at a minimum of one hour, and may include review of investigation-related evidence, inspection reports, and meetings.

Appeal Fee
To prevent spurious appeals and to help offset the cost of adjudication proceedings, any operator appealing a decision made must submit a fee of $500 with the appeal. There is no fee to appeal a decision under the NOP certification program.

NON-PAYMENT OF FEES

Underpayment or non-payment of any fees constitutes a violation of certification policies and applicable regulations or standards and is grounds for a Noncompliance and adverse action.

All fees and invoices are due upon receipt. Payments are considered delinquent after 30 days from the date of the invoice. If an operator has a problem making payment within 30 days, or questions the amount due, they can put the adverse action process on hold by submitting a payment plan or complaint in writing to the Accounting Department within 30 days of the invoice date. The CCO and the Accounting Department review the request and respond to the operator within 14 working days from the date received. After 30 days, the Accounting Department sends a notice to all outstanding accounts and finance charges are added with an annual rate of 18 percent per year (minimum finance charge of $1).

Ninety (90) days after the original invoice due date, the Accounting Department refers the operator to the CCO for issuance of a Noncompliance. When a payment plan payment is 30 days past due, a Noncompliance for nonpayment may be issued if the original invoice for services is 90 days overdue. Certification services cannot be provided to applicants or operations whose fees are more than 60 days past due.

After approximately 105 days of nonpayment, notification of Proposed Suspension is sent to the operator. After approximately 135 days of nonpayment and where mediation was not requested or successful or an appeal was not filed, a notification of Suspension is issued and the account is sent to collections.

Because processing payment Noncompliances is costly and takes away from the ability to provide service to other operators, all operations who receive a Noncompliance and subsequent Proposed Suspension for non-payment are charged an additional $150 per notice to cover administrative and other costs.

An operator who wishes to surrender their certification (withdraw) must notify in accordance with Section Two. An operator who no longer wishes to be certified, but who does not notify their wishes to withdraw, continues to be invoiced fees. Operations that leave and do not pay outstanding invoices have balances sent to collections.

Collection Policy
An operator is liable for all default payments and collection costs including reasonable attorneys' fees. The account is sent to a collection agency after 150 days from the date of invoice.

If an operator pays the outstanding balance after the account is sent to collection, the operator is charged a collection penalty of 35% of the amount of the invoice. This penalty is charged to offset the cost of sending the account to collection.

FEE REDUCTIONS, WAIVERS AND DEFERRALS

The CCO may grant waivers and deferrals of $800 or less for any invoice (except in the case of organic crops or products not sold as “organic”). Other deductions may include fee adjustments to ensure market competitiveness of the certification program, such as use of the CCOF CS seal and/or transfer of certification from another certification agency.

The CCOF CS LLC Management Committee must approve a waiver or reduction that exceeds $3,500. Requests for a waiver or deferral must be made in writing and submitted to the Accounting Department, before the payment due date. A waiver of Annual Fees is only considered in cases of catastrophe or hardship. A waiver for crop failure can only be used once in any three-year period.

Operations Currently Certified by Other Certifiers
If an operator is currently certified by another certifier and wishes to transfer, the one-time Application fee may be waived. See the Certification Transfer form for more details. For operation who wish to transfer their certification from another certification agency and have retail labels that identify their existing certification agent and would face significant costs or hardships due to the requirement to modify the certifier name on their existing label stock or else dispose of labels, the following may be offered:

A) Up to 100% reduction in Certification fees for the first year of certification with CCOF
B) Up to 75% reduction in Certification fees for the second year of certification with CCOF
C) Up to 25% reduction in Certification fees for the third year of certification with CCOF.

The operator is are responsible for inspection, Rush program, Expedited program or other optional fees. The CCO may negotiate certification fee reductions to allow the operator to maintain dual certification while they use up retail labels listing the previous certifier. Operators granted fee reductions under this program must agree that all new labels carry the “Certified Organic by CCOF” statement and that all labels identify the appropriate entity as the certifier (CCOF CS or CCOF OCal CS) within a specified period of time.

Research, Charitable, & Education Operation
Operators that are exclusively used for public research and education may be exempt from paying the annual certification fee upon request. These operations are not exempt from inspection fees.

Volunteer Contributions
Volunteers of CCOF Inc. may be compensated with up to $150 in fee waivers. The volunteer contribution program is provided for at the discretion of the CEO of CCOF Inc.

SECTION FOUR: ENFORCEMENT, ADVERSE ACTION, SANCTIONS & DUE PROCESS

ENFORCEMENT

All allegations of violations of organic or food safety regulations and standards are taken very seriously. All substantive written reports of violation are thoroughly investigated. However, no rules or laws can strengthen the program more than the commitment of the operator to follow the regulations and standards with care and honesty.

Issues related to violations of regulations and standards are treated with the highest priority. The marketplace acceptance and success of third-party certification programs strongly depend on the consumers' confidence in the authenticity and integrity underlying certified product label claims. To this end, quality certification services are implemented that ensure compliance prior to granting certification and monitor continued compliance of the operator.

Enforcement procedures occur in various contexts and include the ability to take adverse action against noncompliant operators to protect consumer confidence in the organic certification process. When an operator is found to be out of compliance with the regulations and standards, adverse actions and sanctions are applied as described below.

Enforcement procedures also include measures to ensure due process to protect the rights of certification applicants and operator by providing an opportunity to respond to noncompliance findings prior to adverse action and sanctions taken. This balance of adverse action and due process ensures the certification process remains strict but fair.

Complaints and Investigations

For all programs, all complaints are investigated relating to integrity or allegations of noncompliance with applicable regulations and standards in a timely and efficient manner; including complaints about suspected violations of regulations or standards from consumers, inspectors, farmers, distributors, brokers, government officials, or any other interested party. Complaints that are submitted in writing and where evidence is provided that supports the allegations are thoroughly investigated. When a complaint is received, the receipt of the complaint is acknowledged and appropriate actions is taken, the effectiveness of that action is taken, and resolution is documented. Whenever possible, the complainant is notified of the resolution in a confidential manner. Notification is then provided to the appropriate oversight authorities of compliance proceedings and actions taken that result from a formal investigation. If an operator refuses to cooperate in an investigation, the operator may be issued a notice of Noncompliance and potentially further adverse action. In addition, operators must immediately notify when they become aware of any products they grew, handled, processed, brokered or sold that have been contaminated with prohibited materials. To file a complaint, visit www.ccof.org/ccofs-online-complaint-and-feedback-portal/.

- **Regenerative Organic Certified® Complaints and Investigations**
  For Regenerative Organic Certified®, CCOF aims to provide confirmation of receipt for all related complaints within 10 business days, and to resolve Regenerative Organic Certified® related complaints within 18 months. If those timelines are not met, the complainant may present their complaint to the Regenerative Organic Alliance (ROA). You may also submit a complaint directly to the ROA using the online Complaint Form at https://regenorganic.org/Resources/.
- **Mexico Compliance Program (MCP) Complaints and Investigations.**
  For MCP, additional requirements are provided in the Mexico Compliance Program Manual, Section 2.9 Complaints and Disputes.

Monitoring the Organic Marketplace

Surveillance of the marketplace is routinely monitored for the use of the CCOF name and seal and to evaluate product label claims for conformance with organic regulations and the CCOF Name and Seal Use Notification. If such monitoring finds that the CCOF name, seal or logo is being misused or that product labels are noncompliant, CCOF CS takes appropriate action, including issuing a Notification of Noncompliance to the operator or reporting the finding to the appropriate regulatory authority, i.e. USDA NOP, SENASICA, CAEQ, CFIA, CDFA, CDPH.

Testing of Organic Products and Inputs

Operators seeking certification must make all organic products and inputs available for examination, sampling or testing, including any governing official with regulatory authority associated with the applicable organic regulations.

Operators may be required pre-harvest or postharvest testing of any input or product to be sold, labeled, or represented as organic under the regulation when there is reason to believe that the input or product has come into contact with a prohibited substance or has been produced using excluded methods, such as genetically engineered organisms. Such tests must be conducted by appropriately designated representatives and at no cost to the operator.

If test results indicate a product or input contains pesticide residues or environmental contaminants that exceed the FDA, EPA or other regulatory tolerances, reports are promptly provided to the Federal health agency and comparable international authorities whose regulatory tolerance or action level has been exceeded.

- Under the USDA NOP, when residue testing detects prohibited substances at levels above 5 percent of the EPA tolerance level, or the actual FDA action level, the agricultural product must not be sold, labeled or represented as organically produced. CCOF CS, the State organic program's governing State official, or the USDA Administrator may conduct an investigation of the operator to determine the cause of the prohibited substance's presence.
- For OCal operators, if test results indicate a cannabis product contains prohibited pesticide residues for which there is no action level established by the Department of Cannabis Control (DCC) or that exceeds the established DCC action level, reports are promptly provided to the CDFA/CDPH. In these cases, and in cases where testing detects environmental contamination, the cannabis is excluded from sale as OCal. OCal CS or the CDFA/CDPH may investigate the certified operator to determine the cause of the prohibited substance's presence.

OPERATOR ADVERSE ACTIONS AND SANCTIONS

It is the responsibility of operators and responsibly connected persons seeking certification to understand and comply with all the applicable regulations or standards for certification. If operators do not understand the requirements for certification, they are encouraged to reach out for clarification. For Food Safety, this process for adverse actions and sanctions are included in the relevant Food Safety Manuals.

Noncompliances

When an inspection, review, or investigation of an operator reveals that an operator is not in compliance with the regulations or standards, a notification of Noncompliance is issued. The notification of Noncompliance includes:

A) A description of each Noncompliance;
B) The facts upon which the notification of Noncompliance is based; and
C) The date by which the operator must rebut or correct each Noncompliance when correction is possible.

Noncompliances may be issued for administrative issues, such as failure to pay invoices, failure to return the Annual Renewal Contract, etc. Noncompliances are issued for activities that are a threat to the organic integrity of the organic product. All Noncompliances must be resolved and closed before an applicant is granted certification or an operator is notified of continuing certification. Noncompliances that are not adequately resolved result in additional adverse action.

For the NOP Program, Proposed Suspension or Revocation, and Denial, Suspension and Revocation concerning certification to the USDA are copied to the USDA Administrator. Notices of Proposed Suspension or Revocation and Notices of Denial concerning certification to the USDA NOP for operators in California are copied to the CDFA State Organic Program administrator. The Canadian Food Inspection Agency is notified of Cancellations or Suspensions of certification to the Canadian Organic Regime standards.

Resolution of Noncompliance

An operator who has been issued a notification of Noncompliance may resolve the Noncompliance by:

A) Correcting the Noncompliance(s) as described in the Noncompliance must be provided with a description of the corrective actions taken and supporting documentation to demonstrate the effectiveness of the corrective actions.
B) Rebutting the Noncompliance(s) must be submitted in writing.

After the rebuttal is submitted, the correction or rebuttal of the Noncompliance(s) is reviewed to determine if the information submitted is sufficient to resolve the issues. If necessary, an on-site inspection to verify corrective actions or information provided in the rebuttal.

If the correction or rebuttal is sufficient to resolve the Noncompliance(s), the operator is that the Noncompliance(s) has been resolved and that the operator continues certification.

If determined that the correction or rebuttal is only partial or incomplete, the operator is notified of the Noncompliance issues that remain open and the date by which they must be addressed.

If the corrective actions or rebuttal is not sufficient to resolve the Noncompliance(s), or the operator fails to respond to the Noncompliance, the adverse action escalates by either denying certification to a new applicant or proposing suspension or revocation of existing certification.

An operator that has been issued a Noncompliance may surrender their certification, correct the Noncompliance(s), and submit a new application provided that the new application includes a complete application, the notification of Noncompliance, and a description of the corrective actions taken with supporting documentation.

Denial of Certification (New Applicants)
When a new applicant for certification has been issued a notification of Noncompliance and the corrective action or rebuttal is not sufficient for the applicant to qualify for certification, a written notification of Denial of Certification is provided. If correction of a Noncompliance is not possible, the notification of Noncompliance and the notification of Denial of Certification is combined into one notice.

The notification of Denial of Certification states the reason(s) for denial and the applicant's right to:

A) Reapply for certification;
B) Request mediation;
C) File an appeal.

For the Regenerative Organic Certified® Framework and Program requirements, the conditions resulting in the cancellation or denial of an operator's certificate is described in the Regenerative Organic Certified® Operator's Manual for Certifying Bodies located at www.regenorganic.org/resources.

Proposed Suspension and Proposed Revocation
When an operator is issued a notification of Noncompliance and the correction or rebuttal is unsuccessful or not completed by the specified due date, an operator is sent a written notification of Proposed Suspension or Proposed Revocation. The Proposed Suspension or Revocation may be of the entire operation or of a portion of the operation. When correction of a Noncompliance is not possible, a notification of Noncompliance and notification of Proposed Suspension or Proposed Revocation may be combined in one notification. The notification of Proposed Suspension or Proposed Revocation states:

A) The reasons for the proposed suspension or revocation;
B) The proposed effective date of such suspension or revocation;
C) The impact of a suspension or revocation on future eligibility for certification;
D) The right to request mediation;
E) The right to file an appeal.

For the Mexico Compliance Program (MCP), the Proposed Suspension of Certification is described the MCP Manual, Section 2.12.

For COR operators, an operator is issued a notification of Suspension per the COR Compliance Program Manual for procedures. The COR Compliance Program does not issue notification of Proposed Revocations and/or Revocations.

Delivery Receipt Requirement
The compliance notifications described in the sections above require delivery service confirmation of receipt. The operator's authorized email address or mailing address is used as the means for obtaining delivery receipt confirmation.

Suspension and Revocation

- For NOP operators, if an operator has been issued a notification of Proposed Suspension or Proposed Revocation and the operator fails to resolve the issue through filing of an appeal, or requesting mediation, the operator receives a written notification of Suspension or Revocation.

  If an operator properly requests mediation or files an appeal, a Suspension or Revocation is not issued while final resolution of the appeal or mediation is pending.

- For COR,, an operator is issued a notification of Suspension per the COR Compliance Program Manual. The COR Compliance Program does not issue notification of Proposed Revocations and/or Revocations.

- For the Mexico Compliance Program (MCP), the Suspension of Certification is described the MCP Manual, Section 2.12.

Reinstatement

- For operators in the NOP Programs, an operator or responsibly connected person whose USDA NOP certification has been suspended under this section may submit a request to the USDA Secretary for reinstatement of its certification. The request must be accompanied by evidence demonstrating correction of each Noncompliance and Corrective Actions taken to comply with and remain in compliance with the organic regulations and standards. The Secretary requires that CCOF CS provide a letter of support of the reinstatement request, which can only be done after an inspection and review of the operator to ensure that the operator is compliant, has corrected previous noncompliance(s), and is capable of ongoing compliance. If the USDA provides a decision to reinstate the operator, then the operator's certification is reinstated. Operators or responsibly connected persons wishing to request reinstatement must request information about the reinstatement process and pay any applicable review and processing fees.
- For the OCal program, an operators whose certification has been suspended may submit a request for reinstatement of its certification. The request must be accompanied by (1) a copy of the notice showing the suspension expiration date, (2) a new application for certification in compliance with regulations, (3) evidence demonstrating correction of each Noncompliance and Corrective Actions taken to comply with and remain in compliance with the regulations and standards, and (4) evidence of payment of all applicable fees. Once these items are satisfied, a new certificate is issued to the operator.

Revocation

- For NOP operators or a person responsibly connected with an operator whose certification has been revoked is ineligible to receive certification for a period of five years following the date of such revocation, except, that, the USDA Secretary may reduce or eliminate the period of ineligibility.
- This also applies to OCal operators, however, the CDFA/CDPH rather than the USDA secretary may reduce or eliminate the period of ineligibility.
- For COR operators, the notification of Revocation is not applicable.

Cancellation (COR Program Only)

For COR operators, whose **certification has been cancelled the procedures are per the COR Compliance Program Manual.**

Willful Violations

Operators are responsible to pay all attorney fees and costs incurred in bringing any civil action, arbitration or mediation to enforce any false labeling from certified or noncertified parties incurred using the CCOF name or marks.

- For NOP operators, if there is reason to believe that an operator has willfully violated any standards, the appropriate adverse action is taken. This may include issuing a notification of Proposed Suspension or Proposed Revocation, or a combined notification of Noncompliance and Proposed Suspension or Revocation/ Denial. Under the USDA NOP regulations, any operator, person or responsibly connected person that knowingly sells or labels a product as organic in the United States, except in accordance with the organic regulations, are subject to a civil penalty up to the maximum amount stated in the United States Code of Federal Regulations Title 7 section 3.91 (b)(xxxvi). CCOF is obligated to notify the USDA NOP Administrator. The USDA has the ability to levy fines and prosecute cases at the federal level.

- For COR operators, if there are reasonable grounds to believe that information is false or misleading or that a document enabling a business or person to be identified contains a false representation or disseminates misleading information about a product, the violation is reported to CAEQ as soon as possible and sends the CAEQ the documents concerned.

- For operators in the state of California or products sold in California, if an operator is suspected to be engaged in fraudulent or illegal activity, the violation is reported to the California State Organic Program. The CDFA has the ability to levy fines and prosecute cases under the California Organic Foods Act and other state regulations. Willful Violation - False Labeling and Misrepresentation of Organic Status

- For OCal operators, an operator may be fined up to $17,952.00 per violation for knowingly labeling or selling a product as "OCal," except in accordance with the OCal regulations or as "Organic," except in accordance with the Organic Foods Production Act of 1990. In addition, an operator may be fined up to $20,000.00 per violation with a Proposed Suspension or Revocation, a Suspension or Revocation, or in response to a Willful violation. The CDFA receives payment of fines no more than 30 calendar days past the date of notification unless the fine is appealed. All fines must be paid prior to consideration of reinstatement. CCOF is obligated to notify the CDFA/CDPH. Under the CDPH OCal regulations, an operator may be subject to a civil penalty of up to $5,000 per violation of the OCal regulations. Penalties collected pursuant to OCal regulations are deposited in the Food Safety Fund established pursuant to Section 110050 of Division 104 of the Health and Safety Code. A person against whom a civil penalty is levied is afforded an opportunity for a hearing before the department pursuant to Section 131071 of Division 101 of the Health and Safety Code. If no hearing is requested, the civil penalty constitutes a final and nonreviewable order. CCOF is obligated to notify the CDFA/CDPH.

Willful Violation - False Statement(s)

- For NOP operators, any operator, person or responsibly connected person that makes a false statement to the USDA NOP Secretary or a State Organic Program's Governing State Official are subject to the provisions of section 1001 of title 18, United States Code.
- For OCal operators, if CCOF has reason to believe that the applicant for OCal certification has willfully made a false statement or otherwise purposefully misrepresented the applicant's operation or its compliance with the certification requirements pursuant to the OCal regulations, CCOF may deny certification without first issuing a notification of non-compliance. If the CDPH finds or has probable cause to believe, that a cannabis product subject to the OCal regulations is misbranded or falsely advertised (orally, in printed form, or in any other form of media), the CDPH affixes to the affected cannabis products a tag or other appropriate marking. The CDPH describes the misbranded or false advertising violations and that the cannabis products have been embargoed, and that no person may remove or dispose of the cannabis products until permission for removal or disposal is given by an agent of the CDPH or the court.

ORGANIC MEDIATION

An organic operator may request in writing for mediation concerning a notification of Denial of Certification, Proposed Suspension, or Proposed Revocation. Operators have 30 calendar days from receipt of the notification to submit the written request for mediation. The request for mediation may be accepted or rejected for mediation; whereas the operator receives the decision to accept or reject the request in writing. The goal of mediation is to enter into a Settlement Agreement. A Settlement Agreement may include terms for continued certification, surrender of part or all of the operator's certification, and/or additional measures to ensure compliance. Operators that enter into Settlement Agreements which include additional oversight mechanisms may incur a surcharge. See fees section.

An operator's mediation request may be approved if it appears that there is the potential for the operator to come to an agreement in a timely manner and that the agreement meets the requirements of all applicable regulations or standards. The request for medication may be rejected if there is evidence that the operator is either not acting in good faith, has provided false or fraudulent information or documentation, or has shown no willingness to come into compliance; and that there may be no possibility of coming to an agreement that meets the requirements or standards of all applicable regulations; or for other reasons. The CCO or their designee is responsible for evaluating whether to accept or reject a mediation request. If the request for mediation is rejected, the operator is notified of the right to request an appeal within 30 calendar days of receipt of the written notification of rejection of the request for mediation.

If the request for mediation is accepted, such mediation may be conducted by the appropriate state organic agency or other qualified mediator mutually agreed upon by the parties to the mediation. In the state of California, mediations may be handled by the CDFA State Organic Program Administrator, and in accordance with procedures established by the CDFA State Organic Program.

Alternatively, where both parties agree, informal mediation may be utilized. The goal of informal mediation is to resolve issues through constructive dialogue with the operator directly with staff.

Where appropriate, proposed settlement agreement terms and informal mediation may be offered proactively.

The parties to the mediation have a maximum of 30 calendar days to reach an agreement from the start of mediation. If mediation is unsuccessful, the operator has 30 calendar days from receipt of the notice of termination of mediation to appeal the decision. Any agreement reached during or as a result of the mediation process must be in compliance with organic regulations and standards.

- For NOP Program operators, the USDA Secretary may review any mediated agreement for compliance to the regulations and may reject any agreement or provision not in compliance with the NOP.
- For OCal cultivators and distributors, the mediation information in this section applies under the CDFA OCal standard. The exception is that the CDFA, rather than the USDA Secretary, may review any mediated agreement for compliance to the CDFA OCal regulations and may reject any agreement or provision not in compliance.
- For OCal manufacturers, this section does not apply. OCal manufacturers must submit mediation requests in writing to the CDPH 30 calendar days from the notice by CCOF regarding the manufacturer's certification status. If mediation is unsuccessful, the manufacturer has 30 calendar days from termination of mediation to appeal the decision. The CDPH documents in writing the results of such mediation including any agreement reached.

APPEALS

NOP Appeals

An organic operator may appeal a notification of Denial of Certification, Proposed Suspension, or Proposed Revocation. Notification of Noncompliance, Suspension, Revocation or other decisions may not be formally appealed.

Appeals regarding certification to the USDA NOP are handled in a manner consistent with the appeals process of the USDA NOP, which is briefly described here. A full description of the appeals process can be found in the NOP regulations at 7 C.F.R. § 205.681. Where an appeal occurs in a state with a State Organic Program (SOP), that state's appeal procedures apply. Appeals must be filed in writing to the CDFA if the operator is located in California, or to the USDA NOP if located outside of California.

California:
CDFA.LegalOffice@cdfa.ca.gov; Scott.Renteria@cdfa.ca.gov
CDFA Legal Office, Office of Hearings and Appeals,
1220 N Street, 4th Floor, Sacramento, CA 95814

Outside of California:
NOPAppeals@usda.gov (email is preferred)
USDA-AMS Administrator, c/o NOP Appeals Team
1400 Independence Ave. SW, Room 2642, Stop 0268
Washington, DC 20250

Copy (inbox@ccof.org) on your appeal submission. Per 7 C.F.R. § 205.681(d)(3), appeals must include a copy of the adverse action and a statement of the appellant's reasons for believing that the action was not proper or made in accordance with applicable program regulations. Appeal requests that do not include statement of reasons may be dismissed.

If the USDA Administrator sustains an operator's appeal, the operator is issued new or ongoing organic certification, as applicable. The act of sustaining the appeal is not to be an adverse action subject to appeal by the affected CCOF CS. If the USDA Administrator denies an appeal, a formal administrative proceeding is initiated to deny, suspend, or revoke the certification. Such proceeding is conducted pursuant to the U.S. Department of Agriculture's Uniform Rules of Practice or the State Organic Program's rules of procedure.

OCal Cultivators and Distributors Appeals

An OCal operator may appeal a notification of Denial of Certification, Proposed Suspension, or Proposed Revocation. OCal Cultivators and Distributors may also appeal the imposition of administrative fines pursuant to section 10701(e) of the CDFA OCal regulations. Notification of Noncompliance, Suspension, Revocation or other decisions may not be formally appealed.

A decision to deny, suspend, or revoke certification becomes final unless the decision is appealed in a timely manner. An appeal must be filed within the time period provided in the notice or within 30 days from receipt of the notice, whichever occurs later. The appeal is considered “filed” on the date received by the CDFA.

All appeals include the following:

1. The operator’s name, mailing address, and daytime phone number;
2. The operator’s certification number;
3. A copy of the notice; and
4. A request for a telephonic hearing, if preferred.

Appeals are submitted in writing to the CDFA Legal Office of Hearings and Appeals, 1220 “N” Street, Suite 315, Sacramento, California 95814 or via email to CDFA.LegalOffice@cdfa.ca.gov.

If the certified operator fails to submit a request for hearing pursuant to the OCal regulations, the proposed suspension or revocation may not be appealed and the CDFA may proceed without a hearing. Appeal proceedings are conducted pursuant to 3 CCR § 10706-10719.

OCal Manufacturers Appeals

An OCal operator may appeal a notification of Denial of Certification, Proposed Suspension, or Proposed Revocation. Notification of Noncompliance, Suspension, Revocation or other decisions may not be formally appealed.

A decision to deny, suspend, or revoke certification becomes final unless the decision is appealed in a timely manner. An appeal must be filed within the time period provided in the notice or within 30 days from receipt of the notice, whichever occurs later. The appeal is considered “filed” on the date received by the CDPH.

All appeals include the following:

1. A copy of the department's written report of mediation, if applicable.
2. A copy of the registered certifying agent's notice of noncompliance and any documented resolution of noncompliance.
3. A copy of the registered certifying agent's decision of denial of OCal certification, proposed suspension, or revocation.
4. All documentation that support the request for appeal.

Appeals are submitted in writing to the Chief of the Food and Drug Branch. The Chief of the Food and Drug Branch will notify the certified operator of his or her decision within 15 calendar days for proposed suspension and within 30 calendar days for all other decisions.

Within 14 calendar days of the decision of the Chief of the Food and Drug Branch, a requesting party may petition for reconsideration from the Division Chief over the Food and Drug Branch in the Center for Environmental Health. The Division Chief over the Food and Drug Branch in the Center for Environmental Health must notify the requesting party of his or her decision within 30 calendar days. The decision of the Division Chief over the Food and Drug Branch in the Center for Environmental Health constitutes a final and nonreviewable order.

MCP, COR, and Food Safety Appeals

Any operator may appeal a notification of Denial of Certification, Proposed Suspension, or Proposed Revocation, as applicable. Notification of Noncompliance, Suspension, Revocation or other decisions may not be formally appealed, and in the case of the MCP Program appeals of Proposed Revocation and Revocation are not applicable. All appeals are acknowledged upon receipt.

A decision to deny, suspend, or revoke (if applicable) certification becomes final unless the decision is appealed in a timely manner. An appeal must be filed in writing within the time period provided in the notice or within 30 days from receipt of the notice, whichever occurs later. The appeal is considered “filed” on the date received.

All appeals must include a copy of the adverse decision and a statement of the appellant’s reasons for believing that the decision was not proper or made in accordance with applicable program regulations, policies, or procedures. All written communications between parties involved in appeal proceedings must be sent to the recipient's place of business by a delivery service that provides dated return receipts.

An operator submitting an appeal should include in their appeal, in addition to the information described above, any relevant background information on the case, reasons to change the certification decision, and a suggested resolution to the issue. Appellants are strongly encouraged to submit complete information when making an appeal. Submission of new information after the initial appeal may delay scheduling of the adjudication meeting. In order to prevent spurious appeals and to help offset the cost of adjudication proceedings, the appellant must submit a fee with the appeal as described in Section Three.

The Ad Hoc Appeals Committee renders a final and non-appealable decision to sustain, deny, suspend or revoke certification. Alternatively, they may sustain or deny an appeal regarding an adverse action. All appeals are reviewed, heard, and decided by persons not involved with the decision being appealed.

Regenerative Organic Certified® Appeals
Operators appealing a certification decision for the Regenerative Organic Certified® program submit their appeal to the Regenerative Organic Certified® Program Manager, by emailing ROC@ccof.org. Confirmation of receipt for an appeal of a certification decision for the Regenerative Organic Certified® program is within 10 business days. The Ad Hoc Appeals Committee renders a final and non-appealable decision to sustain or cancel/deny certification for the Regenerative Organic Certified® program within 60 business days. All appeals are reported to the Regenerative Organic Alliance.

SECTION FIVE: CERTIFICATION CATEGORIES

A single operator may be certified under more than one scope of certification and to multiple regulations and standards. This section of the manual describes the additional categories of certification to those described in Section One.

CERTIFICATION FOR ORGANIC EXEMPT OPERATORS

- For operators in the NOP program, under the USDA NOP regulations retail establishments and other handlers may be exempt from certification but may seek voluntary certification. An operator may seek certification for a portion of their business while still having exempt, uncertified activities. NOP regulations section 205.101 describes which operations are exempt from NOP certification. To become certified, an exempt operator must comply with the regulations set forth in the applicable standards.

  Certification may only be provided to restaurants offering only organic agricultural ingredients and allowed nonorganic, nonagricultural ingredients in their organic products. We do not have administrative capacity to provide certification and oversight of restaurants that include nonorganic agricultural ingredients in their organic menu offerings. Only the CCO can waive this policy.

- For OCal operators, a licensed distributor that does not handle cannabis and cannabis products to be labeled, sold or represented as OCal is excluded from the requirements, as are laboratory and retail operators. Excluded distributors may seek voluntary certification and must comply with the regulations set forth in the applicable standards to become certified.

ORGANIC TRANSITIONAL CERTIFICATION

Operators may become CCOF Certified Transitional if the operation or parcel is free of prohibited materials for one year and complies with all requirements of the USDA Organic regulations (NOP 7CFR Part 205), *except* §205.202(b), which requires three years of no prohibited materials. CCOF Certified Transitional is outside the scope of the USDA Organic regulations.

Operators may apply at any point during the three-year transition. CCOF Certified Transitional products may not be labeled, sold, represented or modified by the word “organic.” Operators and/or products may not be brought in and out of CCOF Certified Transitional status.

The Transitional Certification program does not apply to OCal, ROC and/or Food Safety operators.

CONTRACTED PARTNER PROGRAM

Clients who contract another business to produce, handle or process their crops or products may benefit from the Contracted Partner Program. Operators must have contracts with certified business partners. The Contracted Partner Program directs billing and compliance correspondence to the operator hiring the Contracted Partner, to reduce the burden of certification on the contracted business.

The contracted business cannot be included in the certification of another entity but must hold their own certification. The certification process can be streamlined for both parties by directing billing and/or compliance correspondence to the contracting operator.

This program is applicable to a variety of business relationships, including, but not limited to, co-ops, winery/bottler, large scale partnerships, private labeler/copacker, and regional buyers.

Contracted businesses seeking to apply under the Contracted Partner Program must complete the Contracted Partner Application form.

ORGANIC PRIVATE LABELS

The CCOF name and seal may be used on private labels of non-CCOF certified entities provided that the product was produced by an operator in accordance with its OSP. CCOF approval of the private label does not constitute certification of the private label marketer. The use of the name and seal is valid until terminated in writing.

Operators must notify in advance of packing any private label product. The operator must submit an update to their OSP listing or description of activities of all private label information and the label or package for the marketer entity requesting use of the CCOF name or seal. The operator must evidence control over use of the label, USDA Seal, other national seals, and CCOF name and/or seal. The operator must provide complete information about the private label marketer entity.

Marketers are notified of their responsibilities under applicable regulations or standards and of the rights to the CCOF name and seal through a Name and Seal Use Notification. The private label marketer entity is authorized to use the CCOF name or seal only on products appearing on the operator's organic certificate addendum.

The operator is responsible for fees including but not limited to fees described in Section Three.

The private label marketer entity must comply with all applicable organic regulations or standards and requirements. If the private label marketer entity is determined to be noncompliant, the operator may be subject to adverse actions, pursuant to Section Four. Please contact a representative for more information.

SECTION SIX: POLICIES

USE OF CONTRACTORS AND SUBCONTRACTORS

Persons may be hired on a contractual basis, such as inspectors or on a sub-contractual basis; i.e laboratories and inspection bodies. CCOF CS retains final authority and responsibility for certification decisions.

CONFIDENTIALITY AND PUBLIC INFORMATION, & DATA REPORTING

CCOF CS safeguards the confidentiality of any business-related information concerning any operator, products, or suppliers obtained during the course of certification. Proprietary information is not disclosed to third parties without the operator’s written consent prior to release, except to the authorized representatives of the Secretary, the applicable State Organic Program's Governing State Official, or other authorized representatives of accreditation and certification agencies where necessary to implement the NOP, the State Organic Program, the OCal Program or other certification programs. Proprietary Information may be disclosed as required by other laws of the United States or other countries in which it performs certification activities, and/or pertains to State law or other regulations.

Certificates, Client Profiles, and any results of laboratory analyses for residues of pesticide and other prohibited substances conducted during the current and 3 preceding calendar years, unless the testing is part of an on-going compliance investigation is only made public upon request.

Information about certified operators is made public at www.ccof.org/resources/member-directory and in printed directories. Furthermore, information may be made public as follows:

- NOP operators are also published in the NOP Organic Integrity Database (OID).
- MCP operators are published by the Mexican agriculture's ministry's website.
- COR operators may be published by the CFIA in Canada.
- OCal operators, CDFA may publish growers at https://www.cdfa.ca.gov/is/ocal.html and CDPH may publish processors at https://www.cdph.ca.gov/Programs/CEH/DFDCS/Pages/FDBPrograms/FoodSafetyProgram/OCal.aspx
- Food Safety operators are published by GLOBALG.A.P. and/or Azzule.
- ROC® operators may be published by ROA.

Public information may include but is not limited to the following:

- Business name
- Mailing Address
- Physical location of the operator
- Main contact first and last name
- Operator phone number, public-facing email, and website (when provided)
- Effective date of certification
- Scope of certification
- Regulations or standard to which the company is certified and/or verified and the effective date
- Names of products grown or processed of the operation; including, but not limited to, acreage, status, and other details contained in the Client Profile
- Parcel and/or facility identification
- Status of certification

For NOP and OCal programs, operators may request to opt out of inclusion in the www.ccof.org/resources/member-directory and print directories. Opting out removes the entity from the online and print directories entirely. If an operator chooses to remove their information from the online and print directories, the following information is also removed from the NOP Organic Integrity Database: Main contact first and last name, operator phone number, and website.

For MCP program, operators cannot opt out of inclusion in Mexican agriculture's ministry's website.

For COR program, operators, operators cannot opt out of any CFIA listing or the www.ccof.org/resources/member-directory

DISCRIMINATION, HARASSMENT AND RETALIATION PREVENTION POLICY

Certification services are provided in a nondiscriminatory manner and in alignment with our values of fairness, integrity, and accessibility. We certify operators that fall within the scope of our program, to the extent that our administrative capacity allows.

- Operators are not discriminated against based on race, color, national origin, gender, religion, age, disability, political beliefs, sexual orientation, marital or family status, or any other protected characteristic.
- Operators are not imposed undue financial or procedural burdens that could disadvantage applicants based on the size or type of their operation.
- Certification decisions are not influenced by an applicant's or operator's affiliations, associations within the food industry, or the number of previous compliance notices received.
- Retaliatory behavior by the operator does not influence certification decisions. All certification actions are based solely on compliance with organic standards and program requirements.

IMPARTIALITY

Certification services are structured and managed to prevent conflicts of interest by requiring all persons who review applications for certification, perform on-site inspections, review certification documents, evaluate qualifications for certification, or make certification decisions, as well as all parties responsibly connected to complete an annual conflict of interest disclosure report. All decisions to certify an applicant/certified operation are made by a person different from who conducted the on-site inspection.

Any person with direct conflicts of interest, including contractors or subcontractors, are excluded from work, discussions, and decisions in all stages of the certification process, and the monitoring of applicants and operators for all entities in which such person has or has held a commercial interest, including an immediate family interest, pressures from financial or other issues or from the provisions of general consulting services, internal audits, quality management system consultancy for operators with GLOBALG.A.P. or PrimusGFS programs or that were performed within the 12-month period prior to the application for certification (NOP and OCal) and within a 24-month period prior to the application for all other programs (MCP. COR, Food Safety, ROC®). Persons may also be excluded for having direct or indirect conflicts; such as self-interest, over-familiarity, intimidation, and competition. Other risks taken into account may also include and are not limited to: the objectives of the inspection, the type(s) of samplings performed during an inspection, the real and perceived impartiality, legal, regulatory and liability issues, the operator's organization and its operating environment, impact of the inspection on the operator and its activities, the health and safety of its inspection teams, perception of interested parties, misleading statements by the operator and the use of marks[4].

Operators are not certified if it is found that any responsibly connected party in the certification process has or has held a conflict of interest in the operator. If it is determined, within 12 months of certifying an operator (NOP or OCal), and within 24 months for all other programs (MCP. COR, Food Safety, ROC®) that a person participating in the certification process had or has a conflict of interest, the application/renewal for certification must be reconsidered and, if necessary, a new on-site inspection performed or the applicant or operator referred to a different certification agency. Operators are not charged any costs for when conflicts require a reconsideration of application or certification decision, a new inspection or transferred to another agency.

Staff, contractors or subcontractors, or other personnel are prohibited from receiving payment, gifts, or favors of any kind, other than fees prescribed in Section Three from operators.

We do not engage in the marketing of certified products or promotion of individual products or give advice or provide consultancy services to applicants/operators or supply or design products of the type(s) it certifies. Applications are not solicited or based on the needs of individual buyers. All inquiries about trade or consumers are directed to CCOF, Inc.

For those operators in the GLOBALG.A.P. or PrimusGFS programs, certification is not offered to other certification body's management system certification activities nor provide quality management system consultancy or internal audits to its operators.

STANDARDS OF BEHAVIOR

CCOF CS, OCal CS and CCOF Mexico are committed to maintaining a professional, respectful, and safe environment for all individuals involved in the certification process. This includes our staff, inspectors, operators, and any third parties.

All parties are expected to engage in courteous, constructive communication throughout the certification process. Inappropriate behavior includes, but is not limited to:

- Verbal abuse, such as yelling, insults, or derogatory language directed at staff or inspectors.
- Threats or intimidation, including threatening legal action or certification retaliation in response to enforcement decisions.
- Sexual harassment, including unwelcome comments, gestures, or advances of a sexual nature.
- Discriminatory remarks based on race, gender, religion, or other protected characteristics.
- Retaliatory actions, such as attempting to discredit or undermine staff or inspectors following a compliance notice.
- Obstruction of the certification process, including refusal to cooperate during inspections or falsifying information.

Certification and inspection settings are considered workplaces and must comply with all applicable workplace safety laws and guidelines. Retaliation against staff, inspectors, or any individuals involved in the certification process, whether in response to perceived grievances, enforcement actions, or other interactions, is strictly prohibited and is treated as a breach of contract.

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[4] ISO/IEC 17021 4.8, 5.2.1

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Operators who violate any of these Standards of Behavior, including by engaging in inappropriate behavior as defined above, including retaliation, have materially breached the certification contract. Such material breach may be sanctioned pursuant to the Corrective Action Process for Standards of Behavior Violations described below. Additionally, violations of Standards of Behavior may be deemed refusals of service, which can result in the cancellation of inspections and may lead to noncompliance or adverse actions, including suspension, revocation, or surrender of certification.

Violation of these "Standards of Behavior" is a material breach, and may result in issuance of notification of violation, and/or termination of the contract for cause, and surrender of certification. Such violation may be resolved through the Standards of Behavior corrective action process described below.

Classification of Standards of Behavior Violations
Violations are classified into three categories:

1. Minor Violations: First-time or low-impact incidents (e.g., rude tone, uncooperative behavior)
2. Serious Violations: Repeated or disruptive behavior (e.g., verbal abuse, obstruction)
3. Egregious Violations: Threats, harassment, retaliation, conduct that compromises safety or integrity, and uncorrected or repeated serious violations.

Enforcement Actions
Depending on the severity, frequency, and level of violation, the following actions are taken:

Violation Level	Action	Mediation Offered?
Minor	**Written Warning**	**n/a**
Minor/Serious	**Notice of Violation with Corrective Action(s) Required**	**Yes**
Egregious	**Notice of Termination of Contract and Surrender of Certification**	**No**

Corrective Action Process
For minor and serious violations of the Standards of Behavior, an operator may be issued a Written Warning or Notice of Violation. If a Written Warning is issued, no further action must be taken except to follow standards of behavior going forward.

If a Notice of Violation is issued, the operator will be offered mediation and is required to submit a request for mediation and/or a Corrective Action Plan (CAP) within 15 business days of notification. If the CAP is accepted and if violations do not reoccur, the operator may continue to maintain certification with CCOF CS. If the CAP is not submitted within 15 business days or is submitted but not accepted, that may be considered an Egregious Violation. If the CAP is submitted and accepted but violations reoccur, that may be considered an Egregious Violation.

Mediation
Mediation may be offered for serious violations of the Standards of Behavior or minor violations requiring a Corrective Action Plan. Standard rates for mediation apply per mediation session. The decision whether to mediate lies with the CCO. Mediation for Standards of Behavior violations follow this section, not the process outlined in Section Four: Enforcement, Adverse Action, Sanctions, and Due Process of this manual. The goal of mediation for Standards of Behavior is to reach an agreement on an acceptable Corrective Action Plan (CAP). If mediation is requested, this request must be received within 15 business days of notification. Within 15 business days of a mediation session or receiving the original Notice of Violation, the operator must submit a CAP.

Breach of Contract
An operator's violation of the Standards of Behavior is considered a material breach of the certification contract. A written warning is issued for minor violations. If a minor violation includes corrective actions, a notice of violation is issued, which may be resolved through corrective actions and/or mediation. Serious violations may be resolved through

corrective actions and/or mediation. Egregious violations are considered grounds for termination of an operator's contract and are considered a surrender of the operator's certification. Refer to Section Two: The Certification Process, "Surrender of Certification" subsection for implications of surrender of certification. The decision whether to accept an application for certification from an operation that surrendered certification due to contract termination lies with the CCO.

Appeals – Request for Reconsideration
Because Standards of Behavior are internal policies, appeals processes described in Section Four: Enforcement, Adverse Action, Sanctions and Due Process do not apply. Operators may submit a written request for reconsideration to the CCOF CS LLC Management Committee if they feel their violation of the Standards of Behavior was not egregious.
To prevent spurious appeals and to help offset the cost of adjudication proceedings, the appellant must submit a fee with the appeal as described in Section Three. Requests must be submitted within 15 business days of notification of Proposed Termination of Contract and Intent to Surrender of Certification and include reasons for believing that the violation was not egregious.

Appeals that meet procedural requirements (filed in a timely manner and include reasons for believing the violation was not egregious) will be acknowledged and then reviewed by the Management Committee within 90 days of receipt. While the determination is pending, the operator's contract and certification remain active. If appeal is denied, termination of contract and surrender of certification will be processed and made effective within three business days of the date of denial notification. If sustained, or denied including alternative resolution, a decision letter from the committee is provided to the operator.

GOVERNING LAW

Except only to the extent expressly provided herein, this agreement is governed exclusively by and construed according to the laws of the State of California, without giving effect to its body of laws pertaining to conflict of laws.

CONSENT TO JURISDICTION

The applicant, or operator hereby irrevocably consents to the jurisdiction of the courts of the State of California for all purposes in connection with any action or proceeding that arises out of or relates to CCOF Certification Services' provision of certification or any other services to the operator or applicant.

INDEMNIFICATION

To the fullest extent permitted by law, each applicant, and operator (hereinafter referred to as "Indemnitor") agrees to indemnify, protect, defend with counsel approved in writing by CCOF CS, reimbursed, and held harmless CCOF CS and its affiliates, parent or subsidiary companies, members, directors, officers, employees, partners, agents, and contractors, and the heirs, personal representatives, successors, and assigns of each of them (hereinafter referred to as "Indemnitees"), from and against any and all liability, loss, damages, penalties, fines, costs, expenses, attorney's fees, claims, suits, or proceedings of every kind and description, whether for illness, injuries to or death of persons, for loss or damage to property, including the loss of use of the property, for economic or non-economic loss or damages, or for any other dispute, matter or remedy, arising from any act or omission, whether actively or passively negligent, by CCOF CS, its officers, employees, agents, contractors, or representatives in connection with performance of certification and any other services. Each indemnitee is entitled to recover reasonable attorney's fees, costs and expenses incurred in enforcing Indemnitor's obligations under this paragraph.

To the fullest extent permitted by law, each applicant, and operator (hereinafter referred to as "Indemnitor") agrees to indemnify, protect, defend with counsel approved in writing by CCOF CS, reimbursed, and held harmless CCOF CS and its affiliates, parent or subsidiary companies, members, directors, officers, employees, partners, agents, and contractors, and the heirs, personal representatives, successors, and assigns of each of them (hereinafter referred to as "Indemnitees"), from and against any and all liability, loss, damages, penalties, fines, costs, expenses, attorney's fees, claims, suits or proceedings of every kind and description, whether for illness, injuries to or death of persons, for loss or damage to property, including the loss of use of the property, for economic or non-economic loss or damages, or for any other dispute, matter or remedy arising from any act or omission, whether actively or passively negligent, of the Indemnitor, its officers, employees, agents, contractors or representatives in connection with Indemnitor's performance or non-performance of the requirements of the NOP or compliance or non-compliance with the CCOF CS certification program.

Each indemnitees is entitled to recover reasonable attorney's fees, costs and expenses incurred in enforcing Indemnitor's obligations under this paragraph.

To the fullest extent permitted by law, each applicant, and operator (hereinafter referred to as "Indemnitor") agrees also to indemnify, protect, defend with counsel approved in writing, reimbursed, and held harmless CCOF CS and its affiliates, parent or subsidiary companies, members, directors, officers, employees, agents, and contractors, and the heirs, personal representatives, successors, and assigns of each of them (hereinafter referred to as "Indemnitees"), from and against any and all liability, loss, damages, penalties, fines, costs, expenses, attorney's fees, claims, suits or proceedings of every kind and description, whether for illness, injuries to or death of persons, for loss or damage to property, including the loss of use of the property, for economic or non-economic loss or damages, or for any other dispute, matter or remedy arising from any act or omission, whether actively or passively negligent, of the Indemnitor, its officers, employees, agents, contractors or representatives in connection with the production, handling, processing, use, marketing or sale of products including, but without limitation, organic labeling claims from third parties. Indemnitees are entitled to recover reasonable attorney fees, costs and expenses incurred in enforcing Indemnitor's obligations under this paragraph.

If the applicant or operator contracts any portion of its operation to a subcontractor or agent, including a Private Label Entity, the agreement to perform that work is in writing and must include a provision for full indemnification of CCOF CS as described herein. The indemnification provisions set forth in Section Six of this Program Manual are incorporated in and made part of any such agreement, and any such subcontractor, agent or Private Label Entity agrees to indemnify, protect, defend with counsel approved in writing by CCOF CS, reimburse, and hold harmless CCOF CS and its affiliates, members, directors, officers, employees, agents, and contractors, and the heirs, personal representatives, successors, and assigns of each of them (hereinafter referred to as "Indemnitees"), from and against any and all liability, loss, damages, penalties, fines, costs, expenses, attorney's fees, claims or suits, or proceedings of every kind and description, whether for illness, injuries to or death of persons, for loss or damage to property, including the loss of use of the property, for economic or non-economic loss or damages, or for any other dispute, matter or remedy arising from any act or omission, whether actively or passively negligent, of the subcontractor, agent, or Private Label Entity and their respective officers, employees, agents, contractors, or representatives.

LIMITATION OF LIABILITY

Each of the parties to this agreement agrees that this is a commercial agreement between sophisticated business persons, and that each of the parties has had the opportunity to, and hereby represents and warrants that it actually has, considered the risks and rewards associated with the services to be provided by CCOF CS hereunder. Based on this understanding and consideration, the applicant or operator agrees to allocate certain of the risks, and further agrees that the total aggregate liability of CCOF CS and its affiliates, members, directors, officers, employees, agents, inspectors and contractors are limited to ten thousand dollars ($10,000) or the amount of one year's worth of CCOF CS's fees actually paid to CCOF CS in the most recent single calendar year such fees were actually paid to CCOF CS, whichever is greater, for any and all injuries, damages, claims, losses, expenses, costs or attorney's fees arising out of this agreement, or the performance thereof, from any cause or causes, including without limitation from CCOF CS's ordinary negligence (whether active or passive), errors, omissions, strict liability, breach of contract, or breach of warranty, but excluding gross negligence, fraud, willful injury to the person or property of another, or willful violations of law. However, it is further understood and agreed that this limitation of liability clause is negotiable, such that the applicant, or operator can agree to pay additional charges to CCOF CS in an amount which is determined by mutual written agreement of the parties in exchange for modification (e.g. to increase the dollar amount limitation on CCOF CS's liability) or elimination of this limitation of liability clause. If the applicant, or operator is interested in the option of negotiating with CCOF CS to modify or eliminate this limitation of liability clause, it should contact the CCO at 831-423-2263 prior to the commencement of CCOF CS's services hereunder.

HOW ARE WE DOING?

We want to hear from you. To provide us feedback please visit www.ccof.org/ccofs-online-complaint-and-feedback-portal/

SECTION SEVEN: DEFINITIONS AND TERMINOLOGY

For a complete list of definitions and terminology refer to the program's relevant regulations and/or standards.

Adverse action- A noncompliance decision that adversely affects certification, accreditation, or a person subject to the Act, including a proposed suspension or revocation; a denial of certification, accreditation, or reinstatement; a cease-and-desist notice; or a civil penalty.

Agricultural Product- Any agricultural commodity or product, whether raw or processed, including any commodity or product derived from livestock that is marketed for human consumption.

Applicant for Certification (Applicant) - Any person or operation applying to obtain certification and be an operator.

Certificate- A written document evidencing that an operator has been certified to the specified regulation or standard.

Certification Activity- Any business conducted by a certifying agent, or by a person acting on behalf of a certifying agent, including but not limited to: certification management; administration; application review; inspection planning; inspections; sampling; inspection report review; material review; label review; records retention; compliance review; investigating complaints and taking adverse actions; certification decisions; and issuing transaction certificates.

Certification Office- Any site or facility where certification activities are conducted, except for certification activities that occur at operations or applicants for certification, such as inspections and sampling.

Certification Review- The act of reviewing and evaluating an operator or applicant for certification and determining compliance or ability to comply with the applicable regulations. This does not include performing an inspection.

Claims- Oral, written, implied, or symbolic representations, statements, advertising, or other forms of communication presented to the public or buyers of agricultural products that relate to the organic certification process or the term, "100 percent organic," "organic," or "made with organic (specified ingredients or food group)," or in the case of agricultural products containing less than 70 percent organic ingredients, the term "organic" on the ingredient panel.

Cultivator (OCal)- An OCal operator holding an active and valid commercial cannabis license in the state of California that is involved in the planting, growing, harvesting, drying, curing, grading, or trimming of cannabis intended to be sold, labeled, or represented as OCal. Cultivators may also dry, cure, grade, trim, roll, store, package, and label cannabis or nonmanufactured cannabis products under the OCal regulations.

Distributor (OCal)- An OCal operator holding an active and valid commercial cannabis license in the state of California that is packaging, re-packaging, labeling, re-labeling, or rolling cannabis or nonmanufactured cannabis products intended to be sold, labeled, or represented as OCal. Licensed distributors may be excluded from OCal certification if they do not handle OCal products pursuant to 3 CCR §10102.

Handle- To sell, process, or package agricultural products, including but not limited to trading, facilitating sale or trade on behalf of a seller or oneself, importing to the United States, exporting for sale in the United States, combining, aggregating, culling, conditioning, treating, packing, containerizing, repackaging, labeling, storing, receiving, or loading.

Handler- Any person that handles agricultural products, except final retailers of agricultural products that do not process agricultural products.

Label- A display of written, printed, or graphic material on the immediate container of an agricultural product, or any such material affixed to any agricultural product, or affixed to a bulk container containing an agricultural product, except for package liners or a display of written, printed, or graphic material which contains only information about the weight of the product.

Livestock- Any cattle, sheep, goat, swine, poultry, or equine animals used for food or in the production of food, fiber, feed, or other agricultural-based consumer products; wild or domesticated game; or other non-plant life, except such term does not include aquatic animals or bees for the production of food, fiber, or other agricultural based consumer products.

Manufacturer (OCal)- An OCal operator holding an active and valid commercial cannabis license in the state of California that manufactures cannabis products intended to be sold, labeled, or represented as OCal.

Operator/Operation- A certified operation who performs crop or livestock production, wild-crop harvesting, handling or manufacturing, or portion of such operations, and variations of these scopes as referred to in the various programs.

Organic Exporter- The final certified exporter of the organic agricultural product, who facilitates the trade of, consigns, or arranges for the transport/shipping of the organic agricultural product from a foreign country to the United States.

Organic Fraud- Deceptive representation, sale, or labeling of nonorganic agricultural products or ingredients as "100 percent organic," "organic," or "made with organic (specified ingredients or food group(s))."

Organic Importer- The operator responsible for accepting imported organic agricultural products within the United States and ensuring NOP Import Certificate (NOPIC) data are entered into the U.S. Customs and Border Protection import system of record.

Organic Integrity Database- The National Organic Program's electronic, web-based reporting tool for the submission of data, completion of certificates of organic operator, and other information, or the tool's successors.

Organic System Plan (OSP)- A plan of management of an organic production or handling operator that has been agreed to by the operator and CCOF CS, which includes written plans concerning all aspects of agricultural production or handling. For MCP, referred as the Organic Plan. For OCal, the OCal System Plan.

OCal System Plan (OSP)- A plan of management of an OCal operator that has been agreed to by an operator and CCOF OCal CS that includes written plans concerning all aspects of cannabis production described in the CDFA and CDPH OCal regulations.

Processing- Cooking, baking, curing, heating, drying, mixing, grinding, churning, separating, extracting, slaughtering, cutting, fermenting, distilling, eviscerating, preserving, dehydrating, freezing, chilling or otherwise manufacturing, and includes the packaging, canning, jarring, or otherwise enclosing of food in a container.

Producer- A person who engages in the business of growing or producing food, fiber, feed, and other agricultural-based consumer products.

Records- Any information in written, visual, or electronic form that documents the activities undertaken by a producer, handler, to comply with organic regulations and standards.

Responsibly Connected- Any persons who are a partner, officer, director, holder, manager, or owner of 10 percent or more of the voting stock of an applicant or a recipient of certification, accreditation, or registration.

Retail Establishment- An operation that handles organically produced agricultural products but does not process them; including: a restaurant, delicatessen, bakery, grocery store, or any retail outlet with an in-store, eat-in, or carry-out service, or processed or prepared raw and ready-to-eat-food.

Supply Chain Traceability Audit (SCTA) - The process of identifying and tracking the movement, sale, custody, handling, and organic status of an agricultural product along a supply chain to verify the agricultural product's compliance.

Unannounced Inspection- The act of examining and evaluating all or a portion of the production or handling activities of an operator without advance notice to determine compliance.

Wild Crop Harvesters- Operations that harvest any plant or portion of a plant that is not maintained under cultivation or other agricultural management.