



## **THE RIGHTS AND DUTIES OF OPERATORS:**

1. Provided that the Operator meets the obligations set out in 2 below, the BDRI agrees to certify the operator to the Australian National Standard for Organic and Bio-Dynamic produce.
  
2. The Operator must at all times:
  - a. undertake its operations in accordance with the requirements and conditions of the National Standard for Organic and Bio-Dynamic Produce and to abide by the requirements of BDRI, including implementing changes when they are communicated by the BDRI.
  - b. inform BDRI without delay of any changes that will or may affect the Operator's Certification, including but not limited to:
    - the legal, commercial, organizational status or ownership;
    - organization and management (e.g. key managerial, decision-making or technical staff);
    - modifications to the product or the production method;
    - contact address and production sites;
    - major changes to the quality management system and certified process;
    - Certification by another certifying body;
    - Decertification by another certifying body;
  - c. Keep all records relating to its Certified Operation for a minimum of five years;
  - d. Make necessary arrangements for the conduct of the evaluation by BDRI including examination of documents and access to all areas;

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- e. keep a record of all complaints made known to it relating to compliance with certification requirements and make these records available to BDRI when requested;
- f. In the event that the Operator receives any complaints or is notified of any deficiencies found in products that affect compliance with the requirements for certification:
  - take appropriate action with respect to any complaints and any deficiencies found;
  - document the actions taken; and
  - inform BDRI, without delay, of changes that may affect the Operator's ability to conform with the certification requirements.
- g. ensure that any copies of the Certification document provided to a third party are reproduced in their entirety.
- h. not use its certification in such a manner as to bring the BDRI into disrepute;
- i. not make any statement regarding its certification that is misleading or unauthorised.
- j. comply with any requirements that may be prescribed by the BDRI in relation to the use of marks of conformity within the certification scheme;
- k. in the event that the Operator's certification is suspended or withdrawn, discontinue the use of all documentation that contains any reference to certification with the BDRI;
  - Ensure that any packaging that describes produce as being certified Organic and/or Biodynamic is destroyed, or de-faced to ensure that the packaging is not used for products that are not certified.
- l. ensure that all necessary arrangements are made for the conduct of evaluation and surveillance by the BDRI and any third party observers nominated by the BDRI, including provision for examining documentation and records, and access to the relevant equipment, locations, areas personnel and sub-contractors
- m. allow participation of observers during the conduct of the evaluation or surveillance;
- n. when making reference to its certified product and/or produce in communication media such as documents, brochures or advertising, comply with the requirements of the BDRI certification scheme and the requirements of any Organic or Bio-Dynamic trademarks used;
- o. Not knowingly make any incorrect references to the certification scheme;
- p. Not use licenses, certificates, marks, labels or any other mechanism indicating product or produce is certified in a way that is misleading;

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- q. If the certification applies to ongoing production, ensure that the certified product continues to fulfil the product requirements;
  - r. Only make claims regarding certification of their product or service consistent with the scope of certification; and
  - s. provide accurate and up to date records of the enterprise, including projections of production or processing quantities.
3. The Operator must:
    - pay the fees set out in the fee schedule; *and*
    - pay for any soil or tissue samples required by the BDRI from time to time.
  4. The Operator has the right to appeal any decisions by BDRI.
  5. By agreeing to certify the Operator, the BDRI must:
    - Conduct annual inspections of the Operator's premises;
    - Provide suitably qualified and experienced inspectors considering the type of operation concerned;
    - Notify the operator of any changes to the BDRI's Management structure, contacts or other information relevant to the operator's certification;
    - Maintain a Certification Notice scheme to notify the Operator of changes to the BDRI certification system, government regulation and any other statutory requirements that may affect the Operator's certification.
    - Allow the use of its logos, trademarks and the word Demeter as per agree agreement signed.
  6. Should legislation or government accreditation require information to be disclosed to a third party such as foreign government agency , the Operator agrees to allow BDRI to disclose relevent accreditation information. (example of acreditation information may include certification status, land area certified and goods certified and/or exported).

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