

ProTerra General Terms of Use

Preamble

ProTerra Foundation operates globally verification and certification systems for evidencing social responsibility, sustainability, traceability and non-GMO requirements for agricultural commodities due to legal regulations or voluntary agreements. Furthermore, ProTerra Foundation provides trainings to farmers, trainers and auditors based on the ProTerra Standard. ProTerra Foundation develops research projects in the area of agriculture, agricultural commodities and related industries. ProTerra Foundation being the Scheme Owner does not perform any certifications itself. Pro Terra Foundation takes all the necessary measures that conformity with sustainability, non-GMO requirements and complete traceability of the agricultural commodities is demonstrated on a reliable basis and services based on ProTerra Standard are provided on a high quality level. It is ensured by way of a worldwide consistent application of the ProTerra Standard and quality assurance monitoring on all levels.

Certificates or statements of conformity are exclusively issued by recognized Certification Bodies that have been approved and have executed a Cooperation Agreement with the ProTerra Foundation and, as such, will have their names published on the ProTerra website.

1. Scope of Application and Contract Documentation

1.1 These Terms of Use shall regulate the use of services based on the ProTerra Standard.

1.2 The use of the services based on the ProTerra Standard and of the restricted part of the ProTerra website shall exclusively be governed by the following Terms of Use and the 'ProTerra Fees and Tariffs Structure', the 'ProTerra Standard' and the 'ProTerra Certification Protocol', and the 'ProTerra Integrity Program' in their actual version available on the ProTerra Website.

1.3 Any deviating general terms and conditions of the System User are explicitly rejected.

2. Definitions

As used in this document, the following terms have the indicated meanings:

- 2.1 System User is any natural or legal person that executed a contract with a Cooperating Certification Body or Service provider regarding the use of services based on the ProTerra Standard.
- 2.2 Standard related services are certification and verification audits, risk assessment in the form of gap-audits against the ProTerra Standard and trainings for farmers, farmer organizations, based on the content of the ProTerra Standard, and the use of sustainability reporting tools and other innovative tools developed by the ProTerra Foundation related to the ProTerra Standard.
- 2.3 Audit is an assessment of the compliance with the indicators of the ProTerra Standard and related legal requirements performed by a Certification Body, by ProTerra Foundation or by a person commissioned by ProTerra Foundation. Audits against the ProTerra standard can be done on Level I (Agricultural production), Level II (Handling, Transport and Storage) and on Level III (Processing and Manufacturing). Chain of Custody is another layer that can also be assessed against the Standard for compliance.
- 2.5 A distinction shall be made between the following:
- Certification audits and/or re-certification audits performed by a Certification Body with the aim of issuing certificates or statements of conformity for the first time and/or for renewing them.
 - Audits as risk assessments without issuing a certificate, but providing a report on non-compliances and critical points to be corrected.
 - Integrity assessments or surveillance audits.
- 2.6 ProTerra Integrity Program means the review procedures and processes provided in order to ensure the integrity and quality of the services based on the ProTerra standard. For this purpose, integrity assessments and surveillance audits are performed.
- 2.7 Integrity Assessment is an audit performed by ProTerra Foundation or by independent auditors commissioned by the ProTerra Foundation with regard to System Users and certification bodies as part of the ProTerra Foundation Integrity Program, following certification, certification renewals, gap-audits or any service based on the ProTerra Standard.
- 2.8 Personal Data are all particulars about the personal or factual circumstances of a specific or identifiable natural person. This includes such data by means of which



the identity of a person can be determined, e.g. name, address, e-mail address or IP address.

2.9 Confidential Company Data are all non-published particulars about a company or factual circumstances of a specific site or company. This includes the name, location, turn-over or factual circumstances related to a specific site, such as results of audits.

2.10 Audit Guidelines are guidance information provided for certification bodies regarding audit procedures and interpretation and application of the indicators which are defined respectively in the Certification Protocol and in the ProTerra Standard. ProTerra Foundation publishes the currently applicable Audit Procedures and Guidelines in the member login section of the ProTerra website.

2.11 Cooperating Certification Body is a Certification Body approved by the ProTerra Foundation that has executed a Cooperation Agreement with The ProTerra Foundation.

2.12 Certification Agreement or Service Agreement is the contract executed between the System User and the Cooperating Certification Body or the Service provider.

2.13 Complaints are the formal expression of dissatisfaction by any person or organization which relates to the services based on the ProTerra Standard.

2.14 Appeal is a request for reconsideration of any decision made by the Board, a Committee or the management of the ProTerra Foundation.

3. Registration and Execution of the Contract

3.1 The prerequisite for the System User to use services related to the ProTerra Standard is the acceptance of these Terms of Use as well as the registration as a ProTerra Foundation Network member.

3.2 Any Certification or Service agreements shall be executed following the sending of the confirmation of registration and the transmission of the registration number by ProTerra Foundation to the System User by email.

4. Rights and Duties of the System User

4.1 The System User shall be entitled to use Services related to the ProTerra Standard. Without a registration and the formal acceptance of these 'Terms of Use',



the Cooperating Certification Body or Service Provider shall not be entitled to grant certification or provide other services on the basis of the ProTerra Standard.

4.2 The System User may use the ProTerra logo for communication based on the applicable version of the 'Guidelines and Requirements for the Use of the ProTerra Logo and Seal' after the prior, explicit and written consent of ProTerra Foundation. The right to use of the Logo does explicitly not include to use of the ProTerra Certified Seal on products.

4.3 The System User shall provide to the Certification Body any and all data and documents relevant to audits and allow access those sites, facilities and equipment, as needed for the proper execution of the auditing or assessment work.

4.4 The System User shall allow a representative of the ProTerra Foundation or an independent auditor assigned by the ProTerra Foundation to participate in audits performed by the Certification Body for certification, recertification or gap-audits, and to grant this representative or auditor the rights laid down in Item 4.5

4.5 If requested by ProTerra Foundation, the System User shall allow integrity assessments to be performed by ProTerra or independent auditors according to the ProTerra Integrity Program. ProTerra Foundation will notify the System User about the request with a proposed date for the assessment four weeks prior to the proposed date in writing, by e-mail or fax. If the System User cannot confirm the proposed date, the System User shall be obliged to immediately provide the secretariat of the ProTerra Foundation with two alternative dates within a period of two months from receipt of the written notification as laid down in Sentence 2. The ProTerra Foundation representatives or the auditors commissioned by ProTerra Foundation with the implementation of the integrity assessment shall be:

- Granted access to the properties, business premises, operating rooms and storage rooms as well as means of transport during business and working hours;
- Allowed to make inspections of the properties, premises and means of transport;
- Allowed to inspect relevant business documentation available in written and electronic form
- Provided with all relevant information required.

5. Rights and Duties of ProTerra Foundation

5.1 ProTerra Foundation provides the ProTerra Standard and the ProTerra Certification Protocol and services based on this Standard. The applicable versions of the Standard and the Certification Protocol are available on the ProTerra Website.

5.2 ProTerra Foundation is entitled to adjust and revise the ProTerra Standard and the Certification Protocol periodically. Any revision of the Standard shall undergo a transparent and participative process and shall be acknowledged by the ProTerra Certification and Standard Committee and adopted by the Board of the ProTerra Foundation.

5.3 ProTerra Foundation shall be entitled to list the System User's company name and logo in the membership list and to publish them on the internet and in print media for providing factual information. ProTerra Foundation shall not be entitled to use the information in any other way without written consent by the System User.

5.4 ProTerra Foundation does not perform any audits for issuance of certificates and does not issue any certificates. ProTerra Foundation does not warrant for the validity of each and every certificate issued by the Certification Body, however on the basis of the cooperation agreement existing between ProTerra Foundation and the Certification Body, ProTerra Foundation is entitled to give binding general instructions to the Certification Body regarding the application of the ProTerra Standard and the Certification Protocol.

6. Fees

6.1 The System User shall pay the following fees for the use of services based on the ProTerra Standard

6.2 An annual membership fee giving access to the Services offered by ProTerra Foundation according to the actual membership package and to the restricted Login Area on the ProTerra Website. This fee will be invoiced directly by the ProTerra Foundation.

6.3 A fee based on volume certified as well as a fee per site audited along the Chain of Custody. Users shall be invoiced for these fees by the Certification Body. A fee for risk assessments / Gap-audits against the ProTerra Standard per site audited.

6.4 Compensation for training courses and training materials, based on specific offers and contracts.

6.5 The currently valid version of the Fee and Tariff structure is published on the ProTerra website.

6.6 The System User's obligation to pay the fees contractually agreed upon with the Certification Body shall remain unaffected.

7. Confidential data handling and publication of third party data

7.1 The ProTerra Foundation collects, stores and uses personal data and non-published company data insofar as necessary for a credible application of the ProTerra Standard within the services defined and permitted by legal regulations or ordered by the legislator.

7.2 ProTerra Foundation will treat personal data and non-published company data as confidential and according to the provisions of the applicable data protection law. The confidential treatment of data covers ProTerra Foundation Staff as well as all the non-employed members of Committees and the ProTerra Foundation Board during the time of their service as well as 5 years after termination of their service term.

7.3 ProTerra Foundation shall be entitled to make available on the restricted members' area on the ProTerra website any certificates and statements of conformity issued to the System User as valid, declared null and void and expired, without disclosing any detailed results of the audit report. Reports of Gap-Audits against the ProTerra Standard are only made available on the restricted members' area on request by the System User, who will dispose of this information at their discretion.

7.4 ProTerra Foundation shall be entitled to use the results of audits for regionally aggregated information in the Annual report, on the website and towards media and interested stakeholders about compliance with the ProTerra Standard without disclosing any individual company, production, processing or logistic unit.

7.5 The annex of the certificate (Annex of the Certificate – List of Warehouses/Gathering Points) may also encompass information regarding third parties that are not System Users (company name/trade name, address, country). This data is subject matter of the certification. The System User shall bear full responsibility for the complete and accurate provision of such data.

7.6 Subject to the stipulations above, as a rule, any data collected, stored and used by ProTerra Foundation is not made publicly available or passed on by ProTerra Foundation to third parties. Such data (e.g. audit reports, completed audit procedures) will only be made publicly available by ProTerra Foundation or be passed on to third parties if the System User or the respective third party concerned, for example agricultural operations or processing plants, have given their explicit

consent to the publication or passing on of this data, or if ProTerra Foundation is obliged to pass on this information by law or due to official or judicial conditions or orders. The consent of the System User or third party has to be given in writing.

7.7 Should the System User contact the Secretariat of ProTerra Foundation (for example, by contact form or email), the information is stored for the purpose of processing the request and in the event of any follow-up questions arising, for example in a Customer Relationship Management System..

7.8 ProTerra Foundation takes technical and organisational security measures to protect data collected, including any personal data, against loss, manipulation or unauthorised access by third parties. The technical procedures used in this context are developed further and improved according to the technological progress. ProTerra Foundation however acknowledges that it is not possible to guarantee comprehensive absolute protection.

8. Complaint Procedures

8.1 In principle, resolution for conflicts shall be made near to the source, with the participation of the parties involved and in a consensual attitude.

8.2 Conflicts resulting from the relation between the Certification Body and the user of services based on the ProTerra Standard, e.g. appeal against refusal of a certification, shall be resolved by the Certification and Standard Committee appointed by the ProTerra Foundation, without conflict of interest with the Certification Body concerned or complaining party.

8.3 Conflicts resulting from decisions and procedures of the ProTerra Foundation respective its Board or a Committee, or to the ProTerra Foundation Management shall be resolved according to the following items.

8.4 Complaints and appeals shall meet the following requirements:

- They shall be addressed in written form to the Secretariat of the ProTerra Foundation;
- The complaint or appeal submitted shall be accompanied by documents defining the situation in a way that any impartial person gets a clear idea of the situation;
- Complaints submitted regarding issues caused by a ProTerra Committee or Working Group shall contain additional documentation that the complaint has already been submitted to the Committee / Working Group without achieving a satisfactory result.

8.5 The Arbitration Board is responsible for the Management of the procedure. The Arbitration Board is installed by the Board of the ProTerra Foundation on a case-by-case base and is formed by three persons representing different levels of the value chain and with acceptance of the complaining party.

The members of the Arbitration Board shall have no vested, or conflict of interests in the appeal and shall not be involved in the appealed decision. They elect a chair among themselves.

The convening of the Arbitration Board is made within two months after receipt of the complaint or appeal.

8.6 The Arbitration Board shall hear the parties involved before making a decision. The results of the hearings as well as of meetings are documented. In critical cases, the Arbitration Board can consult an independent expert. The decision of the Arbitration Board shall be made by simple majority within 6 months after receipt of the complaint.

8.7 The decision of the Arbitration Board is documented in a report that shall be submitted to the Board of the ProTerra Foundation. Based on the report of the Arbitration Board, the Board of the ProTerra Foundation decides on acceptance of the complaint or appeal. The decision is binding and completes the arbitration process.

8.8 The ProTerra Foundation Secretariat submits the results of the arbitration and the decision of the Board to the involved parties.

Approved by the ProTerra Board, 28.12.2014

Reformatted on May 15, 2017 without content change.