

IRISH ORGANIC ASSOCIATION

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App 21c/03
Issued By: M. Cairney
Issued: 01-05-2018

CHANGE OF MANAGEMENT/OWNERSHIP FORM

Name of previous Licencee: Licence number:

Address:

Name(s) of new Licencee:

Contact Number:

E-mail Address:

Address:

Date Change to be Effective From:

Reason for change of name on licence (please tick):

Retirement Family Bereavement Change of ownership Other

Give details:

Irish Organic Association will comply with all applicable Data Protection legislation in respect of the information and personal data provided by you – you have the right of access to the data by means of a written request and you can request Irish Organic Association to correct any inaccuracies in the data. Full details of the IOA Data Protection Policy are available on www.irishorganicassociation.ie

DECLARATION

I/We confirm that we are taking over the management/ownership of the above holding.

Please read the Certification Agreement and Declaration at the back of this form and sign below to confirm that you understand and agree to adhere to it (If the Licence is to be issued in more than one name, each person must sign below)



SIGNED: _____

DATE: _____

SIGNED: _____

DATE: _____

SIGNED: _____

DATE: _____

Note: You must not put on the market any product before it has been certified by Irish Organic Association and is on your current Licence (ref. 1.04.26 Organic Food and Farming Standards in Ireland Edition 1 2012 plus Amendments)

FOR OFFICE USE ONLY:

ORG 1 FORM COMPLETED (w/a)? ORG 1a FORM COMPLETED? LICENCE & CERTIFICATE RE-ISSUED?

Change completed by: _____ Date: _____

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CERTIFICATION AGREEMENT AND DECLARATION

By signing page 1 of this form I/we hereby declare, understand and agree that:

- All the information supplied in this form is, to the best of my/our knowledge, accurate, and that all relevant information has been supplied.
- I/we have read the *Organic Food & Farming Standards in Ireland* Edition 1 January 2012 plus amendments and confirm that the provisions of the relevant standards contained therein have been observed from the date of application and will be henceforth. I/we also agree to comply with all Standards including any updates that are published by IOA.
- I/we will allow IOA inspectors and other authorised personnel full access to my/our operation and sub-contractors and relevant records and documents during normal working hours, in order that they can check compliance with the IOA Standards. Inspection visits will normally be arranged at a mutually convenient time, but spot check/unannounced inspections may be carried out. I/we agree to the exchange of information between IOA and any other Organic Certification Body (OCB) involved in the certification of my/our products through my/our own certification and that of sub-contractors. If I/we change OCB I/we accept the transmission of my/our organic file in its entirety to the subsequent OCB.
- I/we will provide any information requested by the inspector and certification staff in order for an accurate assessment of my/our operation to be made. I/we accept that information pertaining to my/our participation in the IOA organic certification process may be released to the relevant Competent Authority (DAFM/DEFRA) and/or the Irish National Accreditation Board, and that representatives from the aforementioned may attend inspections as observers. I/we understand that IOA will treat all information received in the strictest confidence.
- I/we will allow IOA inspectors or authorised personnel to take samples (for example meat, soil, grain and plant material) from my/our holding/enterprise, and pass these on to third parties for testing. I/we understand that IOA will treat all information received in the strictest confidence.
- I/we understand the requirements and obligations of my/our Licence with IOA. I/we accept that any breach of the IOA Standards could lead to the termination of my/our Licence. Where corrective action is required in order for my/our Licence to be issued/renewed I/we agree to undertake this corrective action in a timely manner to ensure compliance with the IOA Standards. I/we also agree that I/we may have to incur additional inspections to demonstrate compliance with IOA's Standards at my/our own expense.
- If I/we wish to lapse from IOA's Inspection & Certification Scheme I/we will undertake to provide written notice at least 1 month before the Licence expiry date.
- I/we accept that if my/our Licence with IOA is suspended, withdrawn or terminated (by choice or as a result of enforcement) I/we must discontinue to use any and all labelling, packaging and advertising/marketing material that contains any reference to IOA and must return any in-date Licences and Certificates of Registration to IOA within a specified timeframe and that DAFM/DEFRA (and IOA where applicable) will be notified immediately. I/we undertake to inform in writing the buyers of any affected product in order to ensure that the indications referring to the organic production method are removed where applicable. I/we accept that IOA will retain my/our file for a minimum of five years after withdrawal/termination/lapsing of my/our Licence.
- I/we agree to inform IOA immediately of any irregularity or infringement affecting the organic status of my/our products or organic products received from other operators or sub-contractors.
- If I/we am required to provide a copy of my/our Licence or Certificate of Registration to another party the documents will be reproduced in their entirety.
- I/we will fully comply with the labelling requirements when referring to organic production, or when using the IOA Symbol on any of the labelling, packaging or advertising/marketing material. I/we understand that the IOA Symbol is a registered trademark and must only be used in association with the fully organic products listed on my/our Licence or certificate of registration.
- I/we will ensure that the IOA trademark is not used in a misleading manner and is only portrayed in accordance with published guidelines and only in relation to products/processes consistent with the scope of my/our certification.
- I/we agree to keep a register of all complaints received along with what action has been taken to close out the complaint and retain all documents in relation to complaints received. I/we will allow IOA personnel access to all areas and records for the investigation of any complaints received.
- I/we will pay all licencing fees, as notified by IOA, in accordance with its terms of business. I/we also accept that other fees may apply if additional inspections are required, or if an agreed inspection date is cancelled within less than five working days' notice.
- I/we declare that I/we have not been convicted of an offence under the Animal Remedies Acts 1993 or related Orders, nor have I/we been convicted of any offences in relation to my/our agricultural/food/product processing activities.

Having checked the information recorded in this form, I/we am satisfied that, to the best of my/our knowledge, the information supplied is correct and has been accurately recorded. I/we undertake to inform IOA in a timely manner of any changes in relation to my/our operation that may affect my/our Licence or my/our ability to comply with the certification requirements.