



Private Label Use Agreement

NOFA-NY Certified Organic, LLC

840 Upper Front St. • Binghamton NY 13905 • 607-724-9851 • www.nofany.org

Section 205.303 and 205.304 of the USDA National Organic Standards requires a certifier statement to be displayed on packaged products represented as 100% Organic, Organic, or Made with Organic (Specified Ingredients or Food Groups).

This agreement, when completed and signed by all parties and approved by NOFA-NY Certified Organic, LLC, will authorize use of an appropriate certification statement and/or seal, only on the product(s) designated below.

Section 1 – First Party

NOFA-NY Certified Organic, LLC certified operation

Company Name: _____ Producer Number: _____

Authorized Representative: _____

(responsible for communications, recordkeeping and adherence to this agreement)

Products to be private labeled on behalf of the party listed in Section 2:

Section 2 – Second Party

Private Label Company

Company Name _____

Address: _____

Authorized Representative Name: _____

Telephone: _____ Cell: _____ Fax: _____

Email: _____

Brand name to appear on private labeled items listed in Section 1: _____

Certifier Name: _____

OVER

We agree to the following requirements:

First Party: _____

- Acknowledges that this agreement is for production only of the product(s) designated, and is not transferable to other products or companies.
- Will submit applicable revisions to the Organic System Plan applicable to this arrangement, produce the designated products in accordance with Sections 205.270-205.311 of the National Organic Standards, Federal Rule, Section 7CFR Part 205.
- Will establish and maintain a verifiable audit trail pursuant to Section 205.103 of the National Organic Standards for the designated product(s), and such records will be available for review by NOFA-NY Certified Organic, LLC authorized representatives at any time.
- Will submit all labeling to NOFA-NY Certified Organic, LLC for compliance verification and approval before printing and marketing.
- Will submit an updated agreement bi-annually, and prior to production of additional products for private label on behalf of the second party identified in this agreement, which will display the appropriate certification statement or seal.

Second Party: _____

- Acknowledges that this agreement is for production only of the product(s) designated, and is not transferable to other product(s).
- Authorizes inspection by NOFA-NY Certified Organic, LLC of our facility and records relevant to products bearing the NOFA-NY Certified Organic, LLC name and/or seal, as applicable.
- Will sign an updated agreement bi-annually, and prior to production of additional products which will display the appropriate certification statement or seal.

First Party Representative:

Name (please print): _____

Signature: _____ Date: _____

Second Party Representative:

Name (please print): _____

Signature: _____ Date: _____