



# Private Label & Copack Use Agreement

NOFA-NY Certified Organic, LLC

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

This agreement is required for any situation in which the operation certified by NOFA-NY Certified Organic, LLC will not be listed on the product label.

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/copacked on behalf of the party listed in Section 2:  
\_\_\_\_\_

## **Section 2 – Second Party**

### **Private Label/Copack Company (the company whose name/brand will appear on the label)**

*If a third party is involved in facilitating this arrangement, please list their info in section 3*

Company Name \_\_\_\_\_

Address: \_\_\_\_\_

Authorized Representative Name: \_\_\_\_\_

Telephone: \_\_\_\_\_ Cell: \_\_\_\_\_ Fax: \_\_\_\_\_

Email: \_\_\_\_\_

Brand name to appear on private labeled/copacked items listed in Section 1: \_\_\_\_\_

Website address if private labeled/copacked items marketed online: \_\_\_\_\_

Certifier Name (if applicable): \_\_\_\_\_

## **Section 3 – Third Party**

### **Company facilitating the private label or copack arrangement (if applicable)**

Company Name \_\_\_\_\_

Authorized Representative Name: \_\_\_\_\_

Telephone: \_\_\_\_\_ Email: \_\_\_\_\_

First and second parties 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.
- Acknowledges that the second party is not an authorized contact and has no authorization regarding certification of the product(s) designated other than this private label arrangement. All certification communications, submission of records, maintenance of organic integrity, etc. are the responsibility of the first party.
- 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/packaging making organic claims to NOFA-NY Certified Organic, LLC for compliance verification and approval before printing and marketing. Acknowledges responsibility for marketing claims of the product(s) designated, which must be in accordance with Sections 205.270-205.311, including label and website claims made by second party.
- Will submit an updated agreement bi-annually and prior to production of additional products for private label or copacking on behalf of the second party identified in this agreement that will display a certification statement or organic seal.

Second Party: \_\_\_\_\_

- Acknowledges that this agreement is for production only of the product(s) designated and is not transferable to other product(s).
- Acknowledges that organic claims on labels/packaging, websites, and promotional materials must be in accordance with Sections 205.270-205.311 of the National Organic Standards. Acknowledges participation in the first party's responsibility to submit all labeling to NOFA-NY Certified Organic, LLC for compliance verification and approval before printing and marketing.
- If performing processing of the product(s) designated, 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 to be private labeled or copacked by the first party on your behalf that will display a certification statement or organic seal.

*First Party Representative:*

Name (please print): \_\_\_\_\_

Signature: \_\_\_\_\_ Date: \_\_\_\_\_

*Second Party Representative:*

Name (please print): \_\_\_\_\_

Signature: \_\_\_\_\_ Date: \_\_\_\_\_