

Sustainability and Quality Assurance Scheme Membership Agreement

Revision 1

BORD BIA
IRISH FOOD BOARD

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Introduction

This document contains the Membership Agreement applicable to all Bord Bia Sustainability and Quality Assurance Scheme SQAS members (current and prospective) are urged to take sufficient time to understand this document's contents fully.

Members are advised that the submission of an application form, and/or the signing of an audit declaration card, constitute a declaration to the effect that the contents of this Membership Agreement and the Scheme Rules have been read, understood, and agreed to and that they understand that responsibility for upholding these cannot be assigned to some other party.

This Membership Agreement applies to the producer Standards listed in Table 1 below.

Table 1: Primary Production Standard Scopes

Scope	Definition
Beef and Lamb	Beef/Lamb Producers with a valid herd registration with the Competent Authority engaged in the production of beef and/or lamb. Beef and/or lamb must be included in the scope of certification where the species is present within the herd.
Dairy	Dairy Producers with a valid herd registration with the Competent Authority engaged in the production of milk from bovines only.
Poultry Products	Poultry meat Producers (chicken, ducks, and turkeys ¹) and farms/hatcheries involved in production at the following stages: <ol style="list-style-type: none"> Breeder-rearing: day-olds raised to point of lay (except for ducks, where birds are selected from the meat production flock at an early age for rearing as point-of-lay birds); Breeder-laying: eggs laid for supply to hatcheries; Hatchery: eggs hatched to produce day-olds for supply to poultry production farms; Production: day-olds raised (including brooding and moving) to slaughter age.
Eggs	Producers of table (hen) eggs for human consumption, (2) Producers of replacement birds for supply to egg production farms, and (3) Packing centres that pack eggs for public consumption. Only enterprises where all activities are performed on-site (rearing, egg production, and/or packing) are eligible.
Pig	Pig herd owners that have a valid registration with the Competent Authority.
Horticulture Food Crops Horticulture Ornamental Crops	Horticultural Producers are registered with the Competent Authority for the relevant crops /activities.

¹ Other species will be considered by Bord Bia on request.

1 Parties to this Agreement

This Membership Agreement is between:

(1) An Bord Bia, The Irish Food Board, 140 Pembroke Road, Dublin 4, D04 NV34 (“Bord Bia”)

And

(2) The “Member” or “Applicant” as identified on the Audit Declaration Card

WHEREAS

- A. The aim of the Scheme (as further defined below) is to encourage quality standards for Irish food produce from primary production to the final dispatch to customers.
- B. The Member/Applicant has applied to Bord Bia to become a Member (as further defined below) of the Scheme based on the Application (as further defined below).

IT IS HEREBY AGREED as follows:-

2 Term of the Contract

This Agreement commences with the completion of the application process and the signing of the Audit Declaration Card prior to the first audit. The term is renewed with the re-signing of the Audit Declaration Card before every audit. This Agreement will continue to amount to a legally enforceable agreement until such time as the Member has voluntarily withdrawn from the Scheme or this Agreement has been terminated as per Section 3 of this document.

3 Termination and Suspension of the Membership Agreement

- a. The right to terminate this Agreement rests with both the Member and Bord Bia
- b. This Agreement may be terminated or suspended by Bord Bia in line with Section 10, paragraph 10.6 of the Scheme Rules or where this Agreement has been wilfully or negligently infringed and where despite formal notices, the infringement has not been rectified within a reasonable time.

4 Warranties

The Member hereby represents and warrants that he/she/it-

- a. has all requisite power and Authority, and has taken all necessary actions, individual or (as applicable) corporate, to enable it to enter into and perform this Membership Agreement;
- b. accepts that the obligations under this Membership Agreement shall constitute legal, valid, and binding obligations enforceable in accordance with the terms of this Membership Agreement;
- c. does not require any other person’s consent, approval, or Authority to enter into or perform its obligations under this Membership Agreement.
- d. grants their deputy, where designated, the Authority to act on their behalf in the execution of the obligations of this Membership Agreement.

5 Delivery of Auditing and Certification Services

In the delivery of certification services Bord Bia pledges to:

- a. Treat participants of the Scheme with consideration and respect.
- b. Deliver a service to the highest professional standards that meet the expectations of members and other relevant stakeholders.
- c. Ensure ongoing development and continuous improvement of the Scheme to maintain relevance to the sector and in line with market expectations.
- d. Provide Members with access to the required information and materials necessary to achieve and maintain membership in the Scheme
- e. Notify Members without undue delay of any changes to the Scheme and Scheme Rules
- f. Provide clarification on this Agreement, Scheme Rules, and Standard requirements to Members/Applicants on request.
- g. Investigate and follow up on any claim, appeal, or complaint relating to the operation of the Scheme thoroughly and equitably.
- h. Provide access to a Complaint and an Appeals process as detailed in Section 8 of the Scheme Rules
- i. Keep confidential all personal data, documentation, materials, and records already held by Bord Bia or furnished to it in the course of assessing Scheme Compliance, in line with the GDPR and the Bord Bia Sustainability and Quality Assurance Scheme Privacy Statement, which is available for download at <https://qas.bordbia.ie/>
- j. Such obligation of confidentiality ('i' above) shall not apply to any disclosures that Bord Bia or its authorised agents are obliged to make under applicable law or pursuant to any regulation or other obligation. Bord Bia shall at all times inform the relevant Competent Authority of all cases where a serious breach of food, environmental, or animal welfare law has been identified or is suspected by it or its agent where such breach could reasonably be considered likely to result in serious legal, consumer or animal health issues. In such situations, Bord Bia may disclose Information of the Member as it reasonably considers necessary and the Member hereby confirms that Bord Bia is authorised by it to make such disclosures of its confidential information as Bord Bia, acting reasonably, considers necessary. Where a relevant authority is notified, Bord Bia will inform the member of such notification as soon as possible once the relevant authority has been notified.

6 Scheme Compliance

6.1 Conditions for Membership

Members herewith acknowledge and agree to the conditions for membership as listed in Section 4, Paragraph 4.3 (a-h) of the Scheme Rules. Most specifically the Member shall:

- a. Comply with the provisions of this Membership Agreement, the Scheme Rules, the Logo Use Policy, and the Standard, together with such additional requirements and rules in respect of the Scheme which may be prescribed and notified by Bord Bia or made available online via member login pages, to the Member.
- b. Maintain eligibility to partake in the Scheme, as set out in the Eligibility Criteria contained in Section 2, paragraph 2.1 of the Scheme Rules
- c. Implement appropriate changes to the standard when they are communicated by Bord Bia
- d. Cooperate with the Bord Bia auditor to agree on the audit arrangements (date and time) without undue delay or avoidance.
- e. Where applicable, pay the required fee on time to ensure that there is no delay in the certification process and that access to the Bord Bia member page is maintained. A fee schedule is available upon request from Bord Bia.
- f. Avoid canceling an arranged audit which may result in a financial penalty, a delay in the certification process, and certification expiry, except in exceptional circumstances.
- g. Inform Bord Bia where he/she/it has been convicted of an offense or issued with an official notification relating to an activity relevant to the Standard
- h. Be responsible for always verifying the certification status, especially prior to commencing or engaging in any interaction that may be affected or dependent on the member's certification status.
- i. Inform Bord Bia of the name of a deputy (where applicable) who has been appointed on their behalf (see Warranties, Section 4, point d above).

6.2 Complaints

The Member irrevocably undertakes to keep a record of all complaints made known to it relating to compliance with certification requirements and makes these records available when requested, and:

- a. take appropriate action with respect to such complaints and any deficiencies found in products that affect compliance with the requirements for certification;
- b. documents the actions taken;

6.3 Notification of Changes

The Member irrevocably undertakes to inform Bord Bia, without delay, of changes that may affect his/her ability to conform with the certification requirements or likely to affect the certification (scope, business structure, production areas, personnel responsible for the Standard, etc.)

6.4 Co-operation and Respect

The Member irrevocably undertakes and agrees that upon Bord Bia and/or its authorised agents receiving communication or arriving on site for the purpose of carrying out any of the auditing matters herein contemplated, Bord Bia and/or its authorised agents shall be:

- a. attended to and facilitated promptly for the purposes of carrying out the audit.
- b. treated with consideration and respect while on the Member site or in any communication relating to the audit/certification process.
- c. given full cooperation to effectively conduct their auditing duties while on site and during any communication relating to the audit/certification process.

Where a Bord Bia authorised agent is mistreated or is met with any form of threatening behaviour from the Member/applicant, they have within their Authority the right to abandon the audit or hang up the telephone, whichever the case may be, and report the incident to the Bord Bia Scheme Co-ordinator. On receipt of such a claim, Bord Bia will instigate an investigation. Where a claim of abuse of a Bord Bia agent is substantiated, the Member may be suspended from the Scheme and only be reconsidered for entry/re-entry where they have agreed to the terms as determined by Bord Bia. The terms may include accepting a two-person team audit and/or signing an additional declaration to treat the Bord Bia agent respectfully during all future communications/audits. Bord Bia reserves the right to maintain the suspension in place where, upon investigation, the case has been deemed particularly serious or where the suspended Member does not sign the declaration.

7 Member Login Page

The Member hereby undertakes to monitor the Bord Bia website (Member's Login Page) regularly to keep up to date with the latest Scheme Rules, and the relevant Standard updates, together with such additional or updated requirements, rules, or guidelines. Where possible, Bord Bia shall endeavor to advise the Member in advance of any such updates, but without prejudice to the primary responsibility of the Member to monitor for such updates.

8 Data Access Rules

The Member acknowledges that Bord Bia is entitled to make available through its website the certification status of the Member as referenced in Scheme Rules Section 3 and 4, paragraphs 3.2 and 4.3 respectively

Data may only be shared with other organisations in line with the GDPR, as described in the most recent Bord Bia Privacy Statement which may be accessed on the Member Login page or by using the link:
<https://qas.bordbia.ie/Public/PrivacyStatement-BordBia-QAS.pdf>

9 Registration, Evaluation, Verification and Certification Process

9.1 Registration

The Member/Applicant agrees to submit the necessary registration information for review by way of a completed application form as set out in Section 2, paragraphs 2.1 and 2.2 of the Scheme Rules.

9.2 Evaluation

The Member irrevocably consents to an ongoing right of audit, verification, and inspection exercisable by Bord Bia and/or its authorised agents in respect of Scheme Compliance and in line with Section 4 of the Scheme Rules.

The Member acknowledges and undertakes to comply with the rules governing corrective actions in response to non-conformances raised in the course of an audit, as detailed in Section 5 of the Scheme Rules.

9.3 Certification Process

The Member acknowledges awareness and acceptance of the Certification Process and related rules as set out in Section 3 of the Scheme rules.

9.4 Withdrawal

The Member acknowledges and accepts that they may voluntarily withdraw from the Scheme by contacting Bord Bia directly either in writing or by phone.

A member may withdraw from the Scheme in line with Section 10, paragraph 10.5 of the Scheme Rules.

9.5 Exclusion

Membership of the Scheme is voluntary and open to any relevant organization within the EU. Membership of the Scheme is only open to the relevant applicants that operate within the scope of Bord Bia Standards and have a valid registration with the relevant Competent Authority, as defined in Tables 1 and 2 of Section 1 of the Scheme Rules. See Section 2 of the Scheme rules for further rules on eligibility.

10 Certificates and Certification Documentation

A certificate or a certification letter is issued only to Members who have been assessed and have been deemed to comply with the Standard and the rules of the scheme. The Member acknowledges and undertakes to use the certificate and the certification status in accordance with the conditions contained in Section 10, paragraph 4 of the Scheme Rules.

10.1 Certificate Validity Period

Primary producers, excluding horticultural producers, participate in GLOBALG.A.P. shall acknowledge and accept that the validity period of their Bord Bia certificate is for a maximum period of 18 months from the certification decision date (for new Members) or from the previous certification expiry date (for continuing Members)². Processors and Horticultural Producers participating in GLOBALG.A.P. shall acknowledge and accept that the validity period of their Bord Bia certificates their Bord Bia certificate is for a maximum period of 12 months from the certification decision date (for new Members) or from the previous certification expiry date (for continuing Members)³.

For further information seeor the Certification Validity Period Procedure.

10.2 Certificate Scope Extension

The scope of a certificate may be extended without the need for an extra audit under certain circumstances. (See Section 3, paragraph 3.1 of the Scheme Rules)

NOTE 1 Application for an extension of the certification scope could involve similar products, different locations, etc.

NOTE 2 Products can be considered to be of the same type when the knowledge of the requirements, characteristics, and technology related to one product is sufficient to understand the requirements, characteristics, and technology of another product.

² This may be reduced or increased at the Certification Committee's discretion based on audit performance or other factors.

³ This may be reduced or increased at the Certification Committee's discretion based on audit performance or other factors.

11 Subcontractors

The participant agrees that where they are using a separate legal entity/entities for producing the certified product(s), Bord Bia can establish appropriate contractual controls over the legal entity/entities concerned if necessary for effective surveillance. If such contractual controls are needed, they can be established before providing formal certification documentation.

12 Integrity Programme

The SQAS Integrity programme has been developed by Bord Bia to ensure that all activities involved in delivering the Bia Scheme are implemented in a consistent, reliable, trustworthy, and professional manner. The Programme covers two main areas: Scheme Brand Integrity and Certification Integrity

The Member hereby agrees to take part in the Bord Bia Integrity Programme. The programme is designed to ensure the highest standards and consistency in the delivery of the Scheme activities, in addition to acting as a mechanism for continuous improvement of all elements of the scheme. The Member shall cooperate with and facilitate Bord Bia in the operation of this programme by agreeing to take part in any of the Integrity Programme activities when selected and circumstances permit. Members who refuse to take part in an Integrity Programme activity without a valid reason will be included in the Spot Audit Pool.

See Integrity Programme Procedure for further information available from Bord Bia upon request.

13 Sanctions

In the event of a Member's wilful or negligent breach of the obligations of the Bord Bia Sustainable Assurance Scheme, including obligations that the producer has contractually undertaken, Bord Bia is entitled to enforce the sanctions described in Section 6 of the Scheme Rules.

In the event of a Member's wilful or negligent breach of the obligations in the use of one of the Bord Bia logos, Bord Bia is entitled to enforce the Sanctions as contained in Section 6 of the Scheme Rules and in Appendix 3 of the Logo Use Policy.

The Member agrees and accepts that Bord Bia is entitled to enforce the measures described in Section 6 of the Scheme Rules.

14 Logo Use/Use of Certification Status and Certificates

The Member shall only use the Bord Bia certification status and/or logos in a manner that upholds the integrity of the scheme in line with the rules contained in the current version of the Logo Use Policy.

In particular, the Member shall not;

- a. make claims regarding certification inconsistent with the scope of certification.
- b. use its product certification in such a manner as to bring Bord Bia into disrepute
- c. make any statement regarding certification that the certification body may consider misleading or unauthorised.

- d. continue to use of the certified status and/or use of the Bord Bia logo in all communications including advertising materials upon suspension, withdrawal, or termination of this agreement/certification and must take any other required measure (e.g return the certificate, where applicable);
- e. reproduce the certification documentation provided by Bord Bia with any alteration
- f. breach the rules contained in the current version of the Logo Use Guidelines in referring to certification on the product, in documents, brochures, or in advertising
- g. represent to any third party that it is quality assured beyond that certified in the Member Certificate.

15 Liability and Insurance

The Member hereby represents and warrants that it shall obtain and maintain, in full force and effect at all times appropriate insurance cover with a reputable insurance broker. Appropriate insurance cover for the purposes of this clause is such insurance as a prudent person operating in the area that the Member operates would have. The Member further represents and warrants that the terms of such insurance shall extend and will at all times extend to indemnify Bord Bia in respect of all liabilities, losses, costs, damages, and expenses incurred under this Membership Agreement. The Member shall, upon written request from Bord Bia, provide certificates of insurance to demonstrate the insurance cover (including limits) it has in place. The Member shall if required to in writing by Bord Bia, put in place, at its own cost and expense, such additional insurance cover as Bord Bia shall require.

The Member agrees to indemnify fully Bord Bia and to hold Bord Bia harmless in all respects in relation to any infringement by the Member of any obligation under this Agreement or of any third-party rights in connection with the Member's use of the Bord Bia logo or the Bord Bia certification status.

Bord Bia shall have no liability to any party where the Member fails to comply with its obligations under this Agreement or in respect of any claim by a third party made in connection with the use of the Bord Bia Logo or the Bord Bia Certification status.

16 Disputes, Governing Law and Jurisdiction

This Membership Agreement and all relationships created hereby will in all respects be governed by and construed by the laws of the Republic of Ireland.

If any dispute arises in connection with this Membership Agreement the parties agree to adhere to the complaints and appeals procedures referred to in this document and the Standard.

17 Severability

If at any time any one or more of the provisions of this Agreement become unenforceable, illegal, or invalid for any reason whatsoever, such unenforceability, illegality, or invalidity shall not affect the remaining provisions or the effectiveness of the Agreement.

18 Appendix 1: Definitions

Applicant	A food, feed, or ornamental plant business operator applying for membership of the Origin Green Sustainability and Quality Assurance Scheme.
Application	The application made by the Member to Bord Bia to become a member of the Scheme and any ancillary documents annexed thereto or furnished by the Member to Bord Bia during the application process;
Appeal	The appeal is a decision made by the certification committee in line with the Bord Bia Appeals Procedure (available upon request).
Audit	A systematic, independent, and documented process for obtaining audit evidence and evaluating it objectively to determine the extent to which the audit criteria are fulfilled (ISO 22000:2018).
Audit Declaration	The form signed by the Member/Applicant prior to every audit stating the conditions of Membership and agreeing to the terms of this Membership Agreement.
Certification Committee	A Committee appointed by Bord Bia to which the Bord Bia Quality Assurance Board has devolved responsibility and Authority for all certification decisions with regard to membership of the Scheme.
Certification Process	The Steps required to achieve certification to the Origin Green Sustainability and Quality Assurance Scheme and illustrated in Figure 2 of the Scheme Rules Section 3
Certification Validity Period (Certification Period)	The period of validity of the certification as per Section 9.1 of this document and Scheme Rules Section 3.4)
Bord Bia Database	The digital facility is used to collect, store, and manage the information relating to the operation of the Origin Green Sustainability and Quality Assurance Scheme.
Eligibility Criteria	The criteria governing eligibility to join the Scheme, as set out in the Standard and Section 2 of the Scheme Rules.
Effective Date	“Effective Date” means the date that the Member signed this Agreement through the signing of the Audit Declaration.
License Agreement	The license agreement entered into between Bord Bia and the Member specifying the terms and conditions pertaining to the use of the Bord Bia certification status and the granting of the use of one or more of the Bord Bia Logos;
Logo Use Policy	Bord Bia’s policy prescribing the permitted form and manner in which the Logos may be used, as amended by Bord Bia at its sole discretion from time to time, available on Bord Bia website, the current version of which appears at Schedule 1 hereof;
Logos	The Bord Bia Logos described in the Logo Use Policy and licensed under this Licence Agreement;

Member	A Producer or Processor certified under the relevant Bord Bia Standard and shown on the Origin Green Sustainability and Quality Assurance Scheme Public Members List.
Membership	Being a certified Member of the Scheme;
Member Certificate or Documentation	The certificate or documents issued to the Member on certification.
Member's Log-in Page	The member-specific log-in area on the Scheme database/web service;
Participant	An Applicant whose initial application has been accepted by Bord Bia but whose membership of the Scheme has not yet been granted has expired pending renewal or has been temporarily suspended pending review.
Producer Number	A number which is issued by Bord Bia identifying the producer as a member of the Scheme and used to link all information and certification activities relating to the Member within the Bord Bia database. In some cases, e.g. Horticulture, used on product labels to identify Members of the Scheme where the member is supplying packed products directly to retail outlets.
Product	Any goods, products, produce, or services (including without prejudice to the generality of the foregoing food or drink of any kind) from time to time produced, processed, manufactured, or otherwise dealt in by the Member or any subsidiary or associated company of the Member whether intended to be marketed, used or consumed in the form so produced, processed, manufactured or otherwise and with or without or incorporated or not in other goods, products, produce or services;
Public Members List	The Bord Bia register that includes details of the current Members, audit reports, and membership status.
Quality Assurance Board	The independent subsidiary board within Bord Bia, which has overall responsibility for policy in relation to the operation of the Scheme;
Sanctions	The sanctions for non-compliance with the Standard or with the Logo Use Policy which may be imposed by Bord Bia on the Member under clause 5.2 herein and the current version of which are more fully set out in Schedule 4 hereto;
Scheme	The Bord Bia Sustainable Assurance Scheme was developed by Bord Bia to encourage quality and sustainability standards for Irish food produce from primary production to the final dispatch to customers as more particularly described in the Standard;
Scheme Compliance	The meaning is set out in Section 6.1, paragraphs a-i.
Standard	The individual Standard within the scope of the Bord Bia Sustainable Assurance Scheme against which the Member/ applicant has been or will be certified, adopted by Bord Bia, as amended by Bord Bia from time to time at its sole discretion, and available on the Bord Bia website.

