

Conditions and Requirements

for Licensees of the Biodynamic Federation – Demeter International

§1 Certification, Communication and Record-Keeping

- (1) The Licensee agrees to provide the following information and to inform the International Certification Office of any changes. This includes immediate notification of any of the following:
 - Legal changes to the business (including name, ownership, management personnel, address, contact details)
 - Any other legal changes which affect Demeter products
 - Significant changes to land (cultivation/acreage), animal husbandry and enterprises
 - Changes to recipes, processing methods, product flow
 - Changes to subcontractors
 - Any positive test results for residues of any kind
 - Structures/facilities/storages used on or off the farm as well as working relations, even with family members.
- (2) Contact details including email address(es) for the Licensee will be used to communicate updates to the Standards and other Relevant Documents of the License Contract.
- (3) The Licensee allows their organic certification body to share the results of inspections and samples with the Federation.
- (4) Licensees certified for production agree to provide maps showing all fields, stables, storage, other production facilities, water channels, sources and compost sites during at inspection. Field diaries, harvest quantities and records of all inputs in detail must also be provided. Significant changes to any of these must be communicated to the International Certification Office.
- (5) If processing is carried out or subcontracted, the Licensee agrees to keep records of the following: recipes, ingredients, additives, processing aids, processing methods as well as product labels, product separation and product flow. All these documents must be available at inspection.
- (6) The Licensee agrees to keep documents, equipment and relevant machinery as a permanently auditable system.
- (7) All Licensees agree that photographs may be taken during inspections.
- (8) All Licensees must have a complaints procedure in place. The procedure and a record of any complaints must be available at inspection.
- (9) The Licensee agrees to present all drafts for labelling and packaging material, with details of the design, etc. to the International Certification Office for approval in good time before printing or use. Labels, packaging and advertising materials may be used only after the International Certification Office has given its approval.
- (10) The Licensee agrees to co-operate as far as possible with the aim of the Federation to achieve a uniform visual appearance for Demeter and Biodynamic products.
- (11) The Licensee agrees to keep written records of his purchases of Demeter products; these documents shall record the origin, certification status, type, quantity and price.

- (12) The Licensee shall organise his written records of the sale of Demeter products, so as to identify the purchasers - with the exception of the end consumers - to the International Certification Office at any time. A complete file of copies of receipts and invoices for all purchases and sales can serve as written records which meet this requirement.
- (13) The Licensee agrees to keep financial records in such a way that the fees can be calculated according to the Fee Scale.
- (14) The Licensee agrees to provide translations of any documents needed for certification if they are originally in any language other than English, German, French or Spanish.
- (15) If the Licensee fails to comply with the obligation to report sales of Demeter products, he undertakes to pay a contractual penalty of at least € 5,000 for each case unless he can prove that either no damage at all, or substantially less than the contractual penalty, has been incurred.

§2 Sampling

- (1) The Licensee agrees to provide product samples for analysis free of charge, at any time on request of the Federation. This may be due to suspicion of a possible infringement, risk of contamination, systematic testing or for any other reason. Samples may be taken at announced or unannounced inspections
- (2) The Federation may require that products are not marketed using the trademarks (see § 1 (1)) if affected by contamination, or if there is sufficient doubt that the product quality meets consumer expectations.

§ 3 Biodynamic membership and advice

- (1) Biodynamic member organisations provide community for new and existing Demeter licensees, therefore the Licensee is required to become a member of their country's biodynamic association if there is one. For a current list of member organisations of the Federation, please see <https://www.demeter.net/>.
- (2) The initiation and development of a production enterprise using the biodynamic method requires qualified advisory support. The Licensee agrees to obtain such advice and support. Advisors contracted for the purpose of biodynamic consultation must be approved by the Federation (please see <https://www.biodynamic-advisors.org/> for a list of Demeter approved advisors). The degree of support required depends on the nature and the status of the operation.
- (3) The Licensee agrees to pay all fees relating to this advice and support.
- (4) The Licensee agrees to send all advisory reports to the International Certification Office.
- (5) The advisory reports may be sent to other persons or bodies only with the written consent of the Licensee.

§ 4 Requirements for handling Demeter and Biodynamic products

- (1) The International Demeter Biodynamic Standard sets out the production, processing, and labelling of Demeter and biodynamic products. It also gives details of pest control procedures and cleaning materials. The Licensee agrees to abide by all the requirements in these standards.

- (2) The Licensee undertakes to purchase Demeter products only from enterprises with a valid Demeter certification.
- (3) The Licensee will purchase and accept only Demeter products which are of an outer appearance at least equal to good general trade standards, and which are labelled with the trademark.
- (4) The Licensee will store Demeter products whether processed or unprocessed separately from other products, will identify the products as “Demeter” and state their origin.
- (5) Storage must be arranged in such a way to prevent any contamination of Demeter products in particular with agents for pest control or GMOs.
- (6) If the products of a licensee are processed, stored or packaged by a third party, the contract documents shall contain clauses which legally bind that party to conform to the International Demeter Biodynamic Standards, and guarantee inspection and certification rights.
- (7) When selling Demeter and biodynamic products, the Licensee will take into account the interests of existing vendors of Demeter and biodynamic products.
- (8) Sale to non-Demeter contract partners is possible if the Licensee himself does not label the goods as Demeter products nor refer to biodynamic agricultural production and ensures that his customers do not use either the Demeter trademarks or the term Biodynamic (or similar references) for product advertising or labelling.
- (9) The Licensee will only sell products under the Demeter trademark which conform to the established quality standards.
- (10) The Licensee will ensure that the certification status of Demeter products is correctly identified on invoices, delivery or packaging notes and all other associated documents.