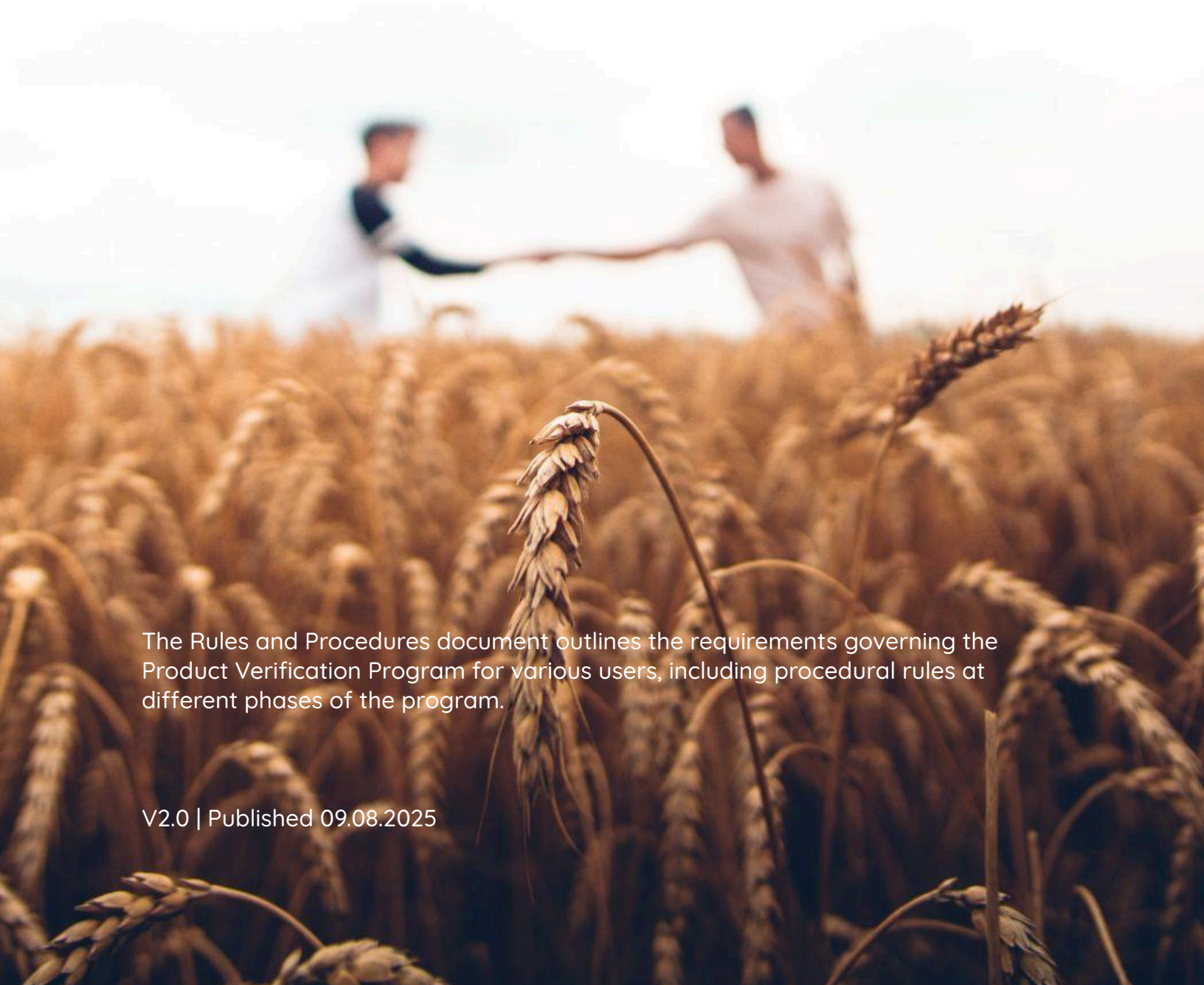
NON GMO Project VERIFIED
nongmoproject.org

Program Rules and Procedures



The Rules and Procedures document outlines the requirements governing the Product Verification Program for various users, including procedural rules at different phases of the program.

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1. Introduction

The Non-GMO Project (the "Project") is a nonprofit organization whose mission is to offer rigorous product verification and trustworthy education that empowers people to care for themselves, the planet, and future generations. In support of our mission, the Non-GMO Project offers a Product Verification Program ("PVP" or "Program") whereby Participants may enroll wholesale goods and retail consumer goods as Products for evaluation against, and determination of compliance with, the Non-GMO Project Standard (the "Standard"). The Program Rules and Procedures ("Rules and Procedures") is the overarching program document that provides the rules and requirements governing the PVP for various users, including procedural rules at different phases of the Participant's life cycle in the program.

Key verbal forms - In this document, the following verbal forms apply:

Should or May – A non-mandatory recommendation or recommended practice.

Must or Shall – A mandatory requirement.

Capitalized terms are defined throughout the document and in the Terms and Definitions section (page 29).

Section headings and paragraphs herein are included solely for convenience of reference and shall not control the meaning or interpretation of any of the provisions of this document.

2. Product Verification Program

2.1 Program Goals

The PVP establishes the rules and requirements that operationalize the Standard to enable Participants to enroll goods such as those intended for further processing or manufacturing use and retail consumer goods as Products for evaluation against, and determination of compliance with, the Standard. Core goals of the PVP are to identify, create, and/or maintain sources and practices that effectively minimize GMO risk to the supply chain and to support the release of products to the marketplace that demonstrate their GMO avoidance in accordance with the Standard. The PVP is based on a practice/process-oriented Standard that uses both testing and Affidavits as a key strategic tool to confirm that practices/processes are meeting expectations.

A genetically modified organism ("GMO") is an organism to which Biotechnology has been applied and derivatives of such an organism. Cloned animals are included within this definition.

Biotechnology is the application of:

a. in vitro nucleic acid techniques, including recombinant deoxyribonucleic acid (DNA) and the direct injection of nucleic acid into cells or organelles; or

b. fusion of cells beyond the taxonomic family, that overcame natural physiological, reproductive, or recombination barriers and that are not techniques used in traditional breeding and selection. More specifically, and for the avoidance of doubt, Biotechnology includes and is not limited to all of the following new genetic engineering techniques:

Genetic Engineering Techniques

CRISPR (clustered regularly interspaced short palindromic repeat)

ODM (oligonucleotide-directed mutagenesis)

RNAi (RNA interference)

TALEN (transcription activator-like effector nuclease)

ZFN (zinc finger nuclease)

New Techniques Facilitated by CRISPR

Gene Drives

Synthetic Biology

Alternative Terminology*

*These terms are all considered to be or to identify forms of genetic modification by the Non-GMO Project.

Biotechnology

Cell fusion

Cloning

Gene editing

Genetic engineering

Genetic modification

In vitro nucleic acid technique

Precision Fermentation

2.2 Program Overview

The PVP is a third-party verification program, wherein independent organizations designated as Technical Administrators evaluate the Participant's Product(s). The Project sets the rules and requirements that must be met, and evaluation is carried out by Technical Administrators ("TAs"). In addition to offering the highest level of assurance that the outcomes of the Product evaluation are unbiased, the third-party system also helps to expand the reach of the PVP.

Products may attain Non-GMO Project verification when all applicable requirements of the PVP are met, which includes a written agreement between the Participant and the Project. Products that attain Non-GMO Project verification may use the Project's trademarks, which communicate Non-GMO Project Verified status to shoppers or buyers.

Use of the Project's trademarks is governed through license agreements between the Project and Participants, brand owners, and other stakeholders at the Project's sole discretion. The Project maintains a Trademark Use Guide to assist stakeholders in appropriate and lawful use of the trademarks.

Non-GMO Project Verified Products may also be represented as Verified in approved certificate templates such as the Certificate of Verification ("COV"). Project certificates are invaluable to secure shelf space in retail stores with non-GMO purchasing or labeling policies. For supply chain participants, a COV is a ticket to business-to-business sales. Many manufacturers source Non-GMO Project Verified Products in order to streamline their own verification processes. As such, selling Verified-Status Inputs and Ingredients to downstream manufacturers may also allow Participants to attain higher premiums for their goods.

To monitor compliance with the PVP, the Project maintains surveillance and auditing programs. The surveillance program routinely tests Verified Products for compliance with the Action Thresholds outlined in the Standard. The auditing program ensures that the appropriate supporting documentation associated with Verified Products is on file and fulfills the requirements of the PVP.

Research and monitoring efforts allow the Project to maintain its rigor and preeminence as the leader in GMO avoidance. The Project has an in-house team of full-time researchers dedicated to monitoring the development, funding, regulatory status, commercialization, and use of all genetic modification and engineering techniques, companies, and goods. These efforts go beyond the crops/products listed in both Appendices B (High-Risk List) and C (Monitored Risk List) of the Standard and address the use and proliferation of traditional genetic modification as well as newer genetic engineering techniques such as CRISPR, TALEN, ODM, RNAi, and other new techniques that depend on genetic engineering, such as synthetic biology (synbio). In addition, the range of products monitored is extensive. It includes traditional commodity crops as well as newer crops not previously subjected to genetic modification, animals and their byproducts, and novel products created via synbio. The Project also actively monitors the international landscape with regard to government

GMO attitudes and policies, GMO regulations and approvals, crop cultivation practices, GMO trials, and consumer opinions and expectations regarding GMOs.

2.3 Scope of the PVP

2.3.a The PVP is limited to the verification of Products.

2.3.b The Non-GMO Project Standard's Scope of Product Verification Program section outlines the types of goods that are eligible for enrollment and verification.

2.3.c Retail Products must be sold in the U.S., Canada, or Mexico to be eligible for verification.

2.3.d Non-retail or wholesale Products sold in or outside of the U.S., Canada, or Mexico are eligible for verification.

2.3.e The Project and the TA may require additional documentation or materials in connection with, and to make a final determination regarding, the eligibility of any Product.

2.4 PVP (Program) Documents

The rules and requirements of the PVP are laid out in the Program Documents outlined below. Compliance with all Program Documents is required to attain Non-GMO Project Verification.

The **Standard** includes a set of rigorous requirements against which all Non-GMO Project Verified Products are measured.

The **Product Verification Program Rules and Procedures** ("Rules and Procedures") provides the rules and requirements governing the PVP for various users, including procedural rules at different phases of the Participant's life cycle.

The **Non-GMO Project Trademark License and Program Participation Agreement** ("License Agreement") is a contract between the Project and a Participant outlining terms regarding use of the Project's trademarks and participation in the PVP.

The Project maintains a **Trademark Use Guide** to assist stakeholders in permissible use of the organization's registered trademarks.

From time to time, guidance is issued to TAs on the Technical Administrator Portal (TAP) to supplement the Standard.

2.5 Roles and Responsibilities

TAs are independent certification bodies approved by the Project to evaluate and assess compliance and eligibility of Products against the rules and requirements of the PVP. TAs have authority over Product evaluations, including but not limited to assessing documentation compliance with the Standard, handling Non-conformities, communicating compliance timelines to Participants, ensuring that verification documents are up to date with the current Standard and guidance, issuing COVs to Participants after ensuring that all requirements have been met, and managing client complaint issues related to Product compliance.

A Participant is an entity that is seeking verification of Products within the PVP and signs a License Agreement with the Project. Participants must comply with the rules and requirements of the PVP and provide the required signatures, forms, documents, etc. as needed throughout the Product evaluation. Participants must continue to comply with the rules and requirements of the PVP after initial verification (and subsequent renewals have occurred) and must inform the TA of relevant changes that might impact compliance. Participants must also keep the Project informed of relevant changes that may require signature of a new License Agreement.
When a Participant enrolls product in the PVP under a brand owned by another company (brand owner), but the brand owner is not the entity actively seeking verification, the brand owner accrues certain trademark privileges and corresponding licensing obligations with the Project.

Participants may utilize Program Consultants, which are third-party consultants engaged or hired by the Participant to complete, provide, prepare (or assist with the preparation of), and/or submit to a TA any Verification Materials in connection with a Product, Input, or Ingredient. Participants working with Program Consultants are still responsible for their ongoing compliance in the PVP.

The Project is responsible for managing, overseeing and developing the PVP. It maintains an impartial position and does not provide verification or consulting services related to the PVP. One of the Project's roles is to oversee and ensure the integrity of the application of the PVP with respect to each Product. The Project is also responsible for overseeing the TAs under the PVP.

As part of its oversight of the PVP, the Project maintains a database of Verified Products, Participants, and brand owners. This database is used to support a number of critical PVP operations, including the population of public listings on the Project's website and mobile phone apps. The Project strives to provide excellent customer service to all Participants and Prospects. Accordingly, the Project's Client Experience team supports Participants throughout the verification process with educational information.

The Project also provides a list of approved laboratories that are independent entities and have been approved by the Project to conduct polymerase chain reaction (PCR) testing for Participants. The testing that approved laboratories offer to Participants meets the Project's ongoing certification requirements. It is the responsibility of the Participant to review and interpret their test results in accordance with the Standard.

3. Participant Registration with the Project

3.1 Prospects must choose one* of the four Project-approved TAs to work with in order to apply for the PVP.
**It is possible to work with multiple TAs so long as different products are submitted to each TA.*
A Participant must not submit the same Product to different TAs concurrently.

3.2 TAs must confirm eligibility of goods for verification.

3.2.a Companies seeking to submit goods that fall within the scope of the PVP shall be eligible to be a Participant in the PVP, provided all other eligibility requirements are met.

3.2.b Retail Products must be sold in the U.S., Canada, or Mexico to be eligible for verification. Non-retail or wholesale Products sold in or outside of the U.S., Canada, or Mexico are eligible for verification.

3.2.c Goods can be enrolled as Products without being in compliance but must come into compliance to attain verification. Full compliance with the Standard is required prior to initial verification.

3.2.d Participants shall provide true and correct statements, based on knowledge or fact and not hypothesis or opinion, regarding the eligibility of each Product, Ingredient, and/or Input. If reasonably determined by the TA, this can include a written, signed declaration attesting that each Product, Ingredient, and/or Input does not contain any controlled substances[1] under U.S. or Canadian law. A signed declaration does not guarantee the eligibility of any Product, Ingredient, or Input; the Project and TAs have the right to make a final determination regarding such eligibility.

3.3 Participants must sign a service agreement with their TA.

[1] Controlled substances in the U.S. fall under the Controlled Substances Act and can be found at the Drug Enforcement Administration's website.
Controlled substances in Canada fall under the Controlled Drugs and Substances Act and can be found at the Government of Canada's Justice Laws website.

3.4 TAs must send a PVP application form for the Participant to the Project after the Participant has signed a service agreement.

3.4.a The PVP application form must include accurate and relevant information collected from the Participant.

3.4.b The following information is required for both Participants and brand owners:

- Company's legal name (including entity type, state or country where the entity is registered; also including "doing business as" name, if applicable)
- Company address
- Contact person
- Phone number
- Email address

4. Licensing

The License Agreement is a contract between the Project and Participant outlining terms regarding use of the Project's Trademarks and participation in the PVP. The Rules and Procedures may be subject to additional terms in the License Agreement. A brand owner not enrolling goods nor actively seeking verification has two licensing options, further described in Section 4.4 below.

4.1 TAs must inform the Project when a new Participant is added to the PVP and when a brand owner is added by a Participant. TAs must provide the Project with reliable contact data for all Participants and brand owners.

4.2 The Project shall send each Participant Licensing to be entered into between the Project and Participant.

4.3 Participants must execute all Licensing documents to participate in the PVP.

4.4 When a Participant enrolls goods in the PVP under a brand owned by another company (brand owner) and the **brand owner is not the entity actively seeking verification:**

4.4.a TAs must request, and the Participant must provide, the brand owner's legal company name, company address, contact person, phone number, and email address in order for the Project to facilitate Licensing.

4.4.b Brand owners must execute Licensing in order for their Product to be enrolled in the PVP.

4.4.c When a Participant enrolls goods in the PVP under a brand owned by another company (brand owner), all rights, liabilities, and obligations in connection with any Verified Product, including all obligations to comply with the Program Documents and Participant's obligations to indemnify the the Project, shall apply with equal force and effect to each brand owner's private brand(s).

4.5 Insurance Coverage Requirement. Participants are responsible and liable for use of the Project's trademarks in connection with Verified Products and must maintain insurance coverage as required by the License Agreement.

4.6 License Agreement "Territory" (as defined and set forth in the License Agreement). The Project currently maintains trademark registrations in the U.S., Canada, and Mexico only. Use of the Project's Trademarks on Verified Products sold outside of these countries is at the Participant's own risk. At the Project's request, the Participant shall provide the Project with a list of countries where the Trademarks will be used.

4.7 "Qualified Affiliates" (as defined and set forth in the License Agreement). Participants and/or brand owners that wish to name subsidiary or affiliate companies as sublicensees can do so in the Licensing process.

4.8 Prior to any renewal of Verified products, if the Project determines that existing Licensing is outdated, the Project may require that the Participant and/or brand owner sign updated Licensing.

4.9 Upon a Participant's completion of the Project's Licensing requirements, the Project shall issue the Project's Trademarks and Trademark Use Guide. Participants must not print, distribute packaging with, or otherwise display or use the Project's Trademarks in promotional materials until the Participant is notified of the verification by their TA**.**

5. Product Evaluation

5.1 TA Authority

5.1.a TAs have the authority to determine the applicable compliance requirements of the Standard.

5.1.b TAs may impose additional requirements or constraints in situations not explicitly mandated by the Standard based on their risk analysis of program compliance needs.

5.1.c TAs are responsible for the review and evaluation of the body of documents supplied by the Participant and the determination of ongoing compliance with all requirements of the Standard for Products.

5.2 New Verifications

5.2.a A Product must be Verified entirely under a single Standard version and a single Rules and Procedures version. Compliance pathways from multiple versions of the same document cannot be mixed.

5.2.b Products must demonstrate full compliance with the Standard at initial verification. Non-conformities and spot purchasing only apply to Products after verification has been attained.

5.2.c Participants, consultants, suppliers, or other third parties must submit true statements, and information cannot be based on hypothesis or opinion. Participants shall be fully responsible and liable for any Verification Materials completed, provided, prepared (in whole or in part), or submitted to a TA by a consultant, supplier, or other third party on the Participant's behalf, including for any false, incorrect, or incomplete statements made therein. For the avoidance of doubt, a TA may be required to reject any Verification Materials that the Project and/or the TA reasonably determines contains false, inaccurate, or incorrect information.

5.2.d The COV issued date represents the first date a production batch can be marketed as a Verified Product.

5.2.e Retroactive verification of inventory is not permitted.

5.3 Input and Ingredient Review

5.3.a All Ingredients[2] must be declared and reviewed; most Inputs[3] must be declared and reviewed, and TAs must ensure that Products comply with the requirements outlined in the Standard.

5.3.b Participants shall not knowingly plant, purchase, or use Inputs or Ingredients that are not compliant with the Standard.

5.3.c When spot purchasing is necessary, Participants must seek out Verified-Status Inputs and Ingredients of appropriate scope; unverified Inputs and Ingredients should be avoided. If a spot purchase of unverified Input or Ingredient is made, the Participant must:

i. Provide evidence that any Testable High-Risk Input or Ingredient that is spot purchased has been tested in accordance with the requirements of the Standard and that the test results are at or below the relevant Action Threshold.

ii. Demonstrate that all Non-Testable High-Risk Inputs or Ingredients that are spot purchased are compliant with all applicable requirements of Table 3-3 of the Standard.

iii. Demonstrate that all Verified-Status Inputs or Ingredients or Low-Risk Inputs or Ingredients that are spot purchased are compliant with all applicable requirements of Table 3-2 of the Standard.

iiii. Provide the TA with documentation of the purchase, including Affidavits, sampling information, and test results. This reporting must be done in a timely manner.

5.3.d Constraints on spot purchasing may be enforced at the discretion of the TA.

[2] Ingredient – Any material or substance that is a component in the creation of a wholesale or retail consumer good and present in said good in either its original or altered form.
[3] Input – Any material or substance that is used in the production of a wholesale or retail consumer good. Not all Inputs are necessarily represented in, or present in, said good.

5.4 Label Review

5.4.a Participants must submit any applicable Product labels to their TA for review. Participants may direct questions about trademark use outside the scope of TA review[4] to verification@nongmoproject.org.

5.4.b Participants must ensure that labels do not make prohibited claims (including but not limited to "GMO-free") or advertise certain High-Risk Inputs and Ingredients that have been micro-exempted. All uses of the Project's Trademarks, including but not limited to labels, packaging, and marketing materials, must comply with the Non-GMO Project Trademark Use Guide.

5.4.c The TA must verify that wholesale and retail Products comply with the labeling requirements outlined in the Standard.

5.4.d A voluntary or mandatory "Bioengineered" or "BE" disclosure[5] under 7 CFR § 66 (National Bioengineered Food Disclosure Standard or NBFDS) and Non-GMO Project verification cannot both be used in connection with a Product as the two are contradictory. The foregoing prohibition includes any combination of an NBFDS disclosure (e.g., text, symbol, electronic or digital ink, text message, etc.) and a Certificate of Verification, any verification Trademark(s), or the Non-GMO Project's name.

5.4.e Participants must resubmit labels to TAs for evaluation if the label changes after initial verification/TA evaluation.

5.5 Standardized Package Code and Product Information

5.5.a To complete verification, Participants whose Products have a standardized package code on the finished product (Universal Package Code and/or European Article Number) must submit the code type and code value to their TA upon request.

5.5.b To complete verification of a Product that will have a standardized package code on the finished product (Universal Package Code and/or European Article Number), TAs must upload the standardized package code type (Universal Package Code or European Article Number) and package code information for each package of the Verified Product in the Project's database.

[4] Please reference Non-GMO Project Standard v16.1 Section 10.2.
[5] More information about differences between BE disclosure and Non-GMO Project Verification is available on the Project's website.

6. Representation of Verification

6.1 Certification of Verification

6.1.a A Product must be found to be compliant and Licensing must be in place between the Participant and the Project for Participants to receive a Certificate of Verification from their TA.

6.1.b All certificates confirming Verified status must be on one of the following Project-provided certificate templates:

- Product-level Certificate of Verification (COV)- Only one Product is listed per COV.
- Summary Certificate- Issued by a TA upon request from a Participant to provide a list of their Verified Products evaluated by that TA, and must only contain Products that share a brand, Participant, or Brand Owner.

6.1.c All certificates are issued by the Participant's TA.

6.2 Website Display

6.2.a The Project shall have the right to display Verified Products on the Project's website, along with the associated brand name and images of a Participant's trademarks.

6.2.b Withdrawn products may be displayed on the website for up to 180 days after the Effective Withdrawal Date.

6.2.c Terminated Products may be displayed on the website for up to 30 days after the Product Termination Date.

6.2.d Participants may update the display of their company name, brand name, or Product name as it appears on Certificates of Verification or the Project's website by contacting their TA.[6]

[6] If the Participant has a company name or brand name change, or a full or partial transfer of ownership, it must notify the Project and request a transfer or assignment of their License Agreement to a different entity.

6.3 Promoting Verification

6.3.a Any reference to the Non-GMO Project or use of the verification mark must be approved by a written agreement with the Project.

6.3.b Participants' promotion of their Verified Products must be in accordance with the Trademark Use Guide and Licensing.

6.3.c Retailers may use the Project's Trademarks in association with Verified Products in relation to the sale, promotion, and advertising of Verified Products in accordance with the Trademark Use Guide.

7. Non-conformities and Corrective and Preventive Actions

7.1 Participants must submit updated documentation to their TA for evaluation and approval for any material changes to their compliance plan.

7.2 Non-conformities discovered during the renewal process must be addressed in order to maintain verification.

7.3 Mid-term Non-conformities discovered through internal quality assurance processes, complaints from customers, third-party surveillance, or third-party audits will require corrective and preventive action as described in Section 7.6 or in Section 7.7 as appropriate.

7.4 Identification of Non-conformities, corrective and preventive actions, root cause analyses, and successful remediation of the Non-conformity must be documented.

7.5 All documentation associated with ongoing application of approved corrective and preventive actions must be made available to the TA upon request.

7.6 Major Non-conformities

7.6.a Major Non-conformities must be reviewed at the time of occurrence, documented, and immediately reported in writing to the TA by the Participant.

7.6.b Discovery of any Major Non-conformity must be followed by a timely root-cause analysis and corrective and preventive action plan. "Timely" is typically considered to be within 7 days and rarely longer than 30 days.

7.6.c Corrective and preventive action plans must include the identification of persons responsible for their execution, defined timelines for actions, and the desired results.

7.6.d Findings of the root-cause analysis must be reported in writing to the TA together with the planned corrective and preventive actions to be undertaken.

7.6.e The TA will review and, at their discretion, approve the findings of the root-cause analysis and the planned corrective and preventive actions.

7.6.f Corrective and preventive actions must be completed in a timely manner, typically within 30 days and rarely longer than 90 days after the completion of the root-cause analysis and corrective and preventive action plan. Documentary evidence must be submitted to the TA within 5 days of the completion of corrective and preventive actions. The TA will review and, at their discretion, approve all corrective and preventive action evidence.

7.6.g Any delays in the timeline from reporting to completion of corrective and preventive actions must be justified in writing and approved by the TA.

7.6.h Repeated non-conformance with the Action Threshold may require mid-term re-evaluation of the Product.

7.7 Minor Non-conformities

7.7.a Minor Non-conformities will trigger corrective and preventive actions.

7.7.b Minor Non-conformities and corrective and preventive actions must be reviewed, at minimum, at the time of renewal.

7.7.c Renewal will be contingent upon appropriate resolution of any such Minor Non-conformity.

8. Annual Renewal

8.1 Renewal evaluation must ensure that no changes to the Product or its manufacture or processing that would compromise the Product's compliance with the Standard have occurred.

8.2 Renewal evaluation of every Verified Product will be required at least annually.[7]

8.3 The expiry date listed on the Certificate of Verification is the date by which renewal verification is due to be completed.

8.4 All Products must be renewed under the applicable version of the Standard and Rules and Procedures, which is the version that is or was in place when the COV expiry date occurs for a Product.

8.5 Products may be added outside of the Participant's portfolio renewal date.

8.6 A Product must be fully compliant with the applicable Standard version, or have a corrective action plan approved by the TA and in place (in the case of an open Major Non-conformity) to complete renewal.

8.7 TAs must ensure that the Participant's Products are still eligible for verification. A Product must be withdrawn from the PVP if it is found to be ineligible.

8.8 Participants must come into compliance with the revised Standard by time of their next renewal, but such compliance will be required no sooner than 180 calendar days from the publication date.

8.9 Renewals that are due to complete before[8] the publication of a new Standard, including those that are not complete before a new Standard is published, must be renewed under the version of the Standard and Rules and Procedures applicable as of the COV expiry date.

8.10 If a Participant discovers at renewal that their Product must make a mandatory BE disclosure, the Participant may opt to alter their formulation or supply chain so as to source only Inputs and Ingredients that do not trigger a mandatory BE disclosure and that are compliant with the Standard. Otherwise, the Participant must withdraw the Product from the PVP.

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[7] The TA may require a Participant to submit updates more frequently if history shows a pattern of Major Non-conformities occurring as a result of unannounced changes to the operation. Such changes include, but are not limited to, the following: changes in Product composition that involve High-Risk Inputs or Ingredients; changes in suppliers of High-Risk Inputs or Ingredients; changes in processes or procedures that alter the segregation, cleanout, or traceability of Inputs, Ingredients, or Products; or changes in specifications of High-Risk Inputs, Ingredients, or of a final Product that contains High-Risk Inputs or Ingredients.

[8] Expiry date listed on the Certificate of Verification.

8.11 Participants who do not wish to renew their Products shall submit a Product withdrawal request prior to the COV expiry date.

8.12 Participants may complete renewal verification no earlier than 90 days before the expiry date.

8.13 Irrespective of when a Product is renewed, the next expiry date is 12 months from the previous expiry date.

8.14 Hold Status

8.14.a Products may remain Verified for up to 30 days past their expiry date.

8.14.b If a Product will be more than 30 days past the expiry date and the TA and Participant are actively working together in good faith to complete the renewal, the TA must place the Product on hold.[9]

8.14.c A Product shall not be on hold for more than 210 days past the Product's expiry date.

8.14.d If a Product is more than 30 days past the expiry date and the TA and Participant are not actively working together in good faith to complete the renewal, the TA must terminate the Product(s) which are past their expiry date per Section 11.1.a.

8.14.e Participants must continue working with their TA to complete the renewal during the hold period, or the Product(s) will be terminated per Section 11.1.a.

8.15 Current and Active Documentation

8.15.a During renewal, TAs must ensure that all documents on file related to a Verified Product are current and active. This includes at minimum the following:

8.15.b TAs must make the Participant aware of all changes to the Standard and all rules and requirements of the PVP that are relevant to the Participant, and the Participant must provide documents and information that establish compliance with new requirements including but not limited to publication of a new Standard, changes in PVP rules, etc.

[9] Delay in renewals in cases where the Participants and TAs are working together in good faith such as: Participants are waiting to receive documentation or information from supply chain participants.

8.15.c TAs must make Participants aware of expired[10] documents on file, and Participants must submit new documents to replace expired documents.

8.15.d TAs must make Participants aware of outdated[11] documents on file, and Participants must replace outdated documents with current and active documents.

8.15.e TAs may request additional documents based on their risk analysis in order to ensure that documents related to a Verified Product are current and active.

8.16 TA renewal evaluation must ensure that all Non-conformities have been addressed.

8.17 Renewal evaluation must ensure that no changes to the Product or its manufacture or processing that would compromise the Product's compliance with the Standard have occurred.

8.18 TAs must verify that Products are in compliance with all applicable rules outlined in the current Rules and Procedures version.

8.19 Products that lose or are unable to renew their verification during the renewal process must be terminated and will have an Inventory disposal period of 30 days.

[10] This includes but is not limited to Non-GMO Project-specific Non-Testable High-Risk Affidavits, Country of Origin Source Declaration and Accredited Laboratory Declaration, and COV's for Verified-Status inputs.
[11] To be determined at the discretion of the Technical Administrators using a risk-based approach.

9. Fees

9.1 The Project charges a per Product annual fee, which corresponds with each new COV[12] attributed to a Product.[13]*

**Product is defined as "A unique branded formula and process, where process could be either the manufacturing or facility process. 'Product' refers to goods enrolled in the PVP."*

Examples of application of Product definition:

Products sold under multiple brands must be identified as a separate Product for each brand.

Variety and value packs must be submitted as a separate Product even if each of the constituent flavors are Verified.

Multiple concentrations of the same type of Product (e.g., 50%, 60%, and 70% stevia) are considered separate formulations and therefore should be enrolled as separate and distinct Products, with distinct Product names.

Verified Products that are altered at the retail location (e.g., verified bread that is baked at the retail location) must be treated as new Products that are eligible to be enrolled in the PVP for Verification.

Verified meat Products that are butchered at retail locations need not be treated as new Products and final cuts made directly by the retailer from primal and subprimal cuts purchased from the Participant need not be represented as new Products.

9.2 The Product fee is collected by TAs on behalf of the Project.

9.3 TAs have their own pricing models and fees for evaluating Products, as well as additional services they offer.[14]

9.4 New Products added to a portfolio of Verified Products within 90 days before the portfolio is due for renewal shall be assigned an expiration date corresponding to the next year's portfolio renewal. The annual fee will be charged at initial verification and then at the next year's renewal.

[12] A new COV is one with both new issued and expiry dates.
[13] Details of the pricing model can be found on the Project's website.
[14] Pricing models and fees for TAs can be found on the Project's website.

Example:

In a scenario where a portfolio of Products achieves verification July 2024 and additional Products are added in May 2025, the Products added in May would have a renewal date of July 2026. Each added Product would be charged when it first comes into the Program in May 2025 and then next in July 2026.

9.5 New Products added to a portfolio of Verified Products prior to 90 days before the portfolio is due for renewal shall be assigned an expiration date corresponding with the upcoming portfolio renewal. The annual fee will be charged at initial verification. The Product will then enter a complete renewal, including assessment of Product fees, at the upcoming renewal date.

10. Withdrawal

10.1 The TA shall accept requests from the Participant for voluntary withdrawal of Products and/or the Participant from the PVP at any time prior to their Product's COV expiry date.

10.2 The TA shall update the verification status of the Products and/or Participant in the Project's database, as well as the Effective Withdrawal Date and the appropriate reason for withdrawal within seven working days of receipt of the request for voluntary withdrawal from the Participant.

10.3 The TA shall require the Participant to withdraw from the PVP if all the Products are voluntarily withdrawn by the Participant and the Participant does not intend to enroll new Products in the PVP within the next 12 months.

10.4 Upon withdrawal, Participants have the right, for a period of no greater than 180 days after the Effective Withdrawal Date, to continue selling Verified Products (that use the Project's Trademarks) in its possession ("Inventory"). The Effective Withdrawal Date is the date when the Participant requests withdrawal of the Product and no later than the expiry date. No later than on the 181st day, the Participant must: (i) discontinue using all of the Project's Trademarks; (ii) conceal the Project's Trademarks on products in their Inventory and on any digital or written materials; and (iii) cease representation of such withdrawn products as Non-GMO Project Verified and/or cease making Non-GMO Project Verified claims.

10.5 The TA shall issue a withdrawal notice to the Participant when Products and/or the Participant voluntarily withdraws. The withdrawal notice shall include:

a. A clear statement of the withdrawn status of the Product(s) stating the reason as voluntary withdrawal.

b. The Effective Withdrawal Date.

c. The requirement to cease new labeling and/or advertising/representation of products as Non-GMO Project Verified 30 days after the Effective Withdrawal Date as well as Inventory disposal requirements.

d. Information regarding the Inventory disposal period, as noted above.

e. A reminder to Participants who supply Verified-Status Inputs and Ingredients who are withdrawing Products/Participation in the Program to inform their clients and commercial partners who may be impacted by their Effective Withdrawal Date and Inventory disposal period.

f. The information that the Participant may re-enroll withdrawn Products at any time.

10.6 Participants may re-enroll[15] and TAs may re-verify previously withdrawn Product(s) and Participants at any time. Withdrawn Products that are re-enrolled must undergo a new verification.[16]

11. Terminations

11.1 A TA must terminate Product(s) in the following situations:

a. The Product is more than 30 days past the expiry date and the Participant is not actively working in good faith with the TA to renew it.

b. Any known Major Non-conformity goes unreported or uncorrected or keeps recurring.

c. Lying and falsification, concealing and/or refusal to turn over records.[17]

d. The Product is not in full compliance with all the applicable rules and requirements of the PVP, in a manner that cannot be corrected.[18]

e. If a TA client is terminated, all the TA client Products must be terminated.

[15] If the intention of the Participant is to change TAs rather than withdraw from the PVP, see TA Transfer Section 12.
[16] If re-enrollment occurs after the 180-day Inventory disposal period, the Product will receive a new verification date.
[17] In all such instances, the TA must inform the Project immediately. The Project may terminate the License Agreement with the Participant.
[18] Rules and requirements for the PVP are set out in the Project's Program Documents including but not limited to the Standard, Terms of Reference, PVP policy, guidance issued to Technical Administrators, and forms and templates.

f. Termination is mandated by the Standard or by other PVP policies, as may be provided by the Project from time to time.

g. The Project reserves the right to require a TA to terminate a Product when the Project determines that a Product has not met all the applicable rules and requirements of the PVP[19] and/or the Project terminates the License Agreement or license for a certain Product.

11.2 A TA must terminate its client in the following situations:

a. All Products for a TA's client[20] are terminated.[21]

b. Any of the client's Product(s) are terminated for lying or falsification, concealing and/or refusal to turn over records.

c. The Project terminates a Participant's License Agreement for any reason, including, without limitation, lying, falsification, or concealment of records; refusal to cooperate; non-compliance with the Standard; failure to maintain insurance; assignment of the License Agreement without obtaining the Project's prior written consent; and/or any action or inaction by the Participant that is harmful to the Project's reputation.[22]

11.3 Participants have the right, for a period of no greater than 30 days after the earlier of the Product Termination Date or the Participant Termination Date, as applicable, to continue selling Inventory. No later than on the 31st day after such Product Termination Date or Participant Termination Date, the Participant must: (i) discontinue use of all of the Project's Trademarks; (ii) conceal the Project's Trademarks on products in their Inventory and on any digital or written materials; and (iii) cease representation of such terminated products as Non-GMO Project Verified and/or cease making Non-GMO Project Verified claims.

11.4 The TA must update the verification status of the Product(s) and/or Participant in the Project's database as well as the effective Product Termination Date and/or Participant Termination Date within seven working days of termination of the Product(s) and/or TA client.

[19] Rules and requirements for the PVP are set out in the Project's Program Documents including but not limited to the Standard, Terms of Reference, PVP policy, guidance issued to Technical Administrators and forms and templates.
[20] Please note that TA client termination refers to termination of a client by a particular TA which differs from Participant Termination. For example, if a Participant has Products with multiple TAs and when the Participant still has active Products with other TA(s), even if all Products with a single TA are terminated, a TA client termination will not result in a Participant Termination.
[21] In all such instances, the TA must inform the Project immediately. The Project may terminate the License Agreement with the Participant on receipt of the information from the TA.
[22] In all such instances, the Project will inform the TA of any such termination.

11.5 Upon termination of Product(s) and/or a TA client, the TA must issue a termination notice to their client with a list of terminated Product(s) within five working days. The termination notice must include:

a. A clear statement of the terminated status of the Product(s) and/or TA client stating the reason as termination by TA.

b. The Product Termination Dates and, if applicable, date of TA client termination by the TA.

c. The information that the Participant may appeal the decision within 15 days, through the TA's complaints process.

d. The requirement to cease labeling and advertising and/or representation of Products as Non-GMO Project Verified within 30 days after the Product Termination Date or the Participant Termination Date.[23]

e. Information regarding the Inventory disposal period, as noted in 11.3 above.[24]

f. A reminder to suppliers of Verified-Status Inputs and Ingredients to inform their clients and commercial partners who may be impacted about when their products ceased to be Non-GMO Project Verified and when the Inventory disposal period will end.

g. Information about re-enrollment as per Sections 11.7 and 11.9.

11.6 TAs must copy the Project on all termination notices emailed to Participants upon termination of Product(s) and/or TA client. TA termination notices must be emailed to verification@nongmoproject.org.

11.7 TAs may re-verify previously terminated Product(s) that are re-enrolled, but the previously terminated Product(s) must undergo a new verification.

11.8 The Project shall terminate the License Agreement in the following situations: (i) termination of all Products of the Participant due to known Major Non-conformities that go unreported or uncorrected, or keep recurring, (ii) termination of any Product due to lying and falsification, concealing and/or refusal to turn over records, or (iii) any action or inaction by the Participant that is harmful to the Project's reputation.

[23] This requirement does not apply to Participants/Products when a decision about the termination has been appealed by the Participant and is currently subject to the TA and/or the Project complaints process.
[24] This requirement does not apply to Participants/Products when a decision about the termination has been appealed by the Participant and is currently subject to the TA and/or the Project complaints process.

11.9 Upon Participant Termination in the following situations: (i) those reasons noted in 11.8(i) above, provided the Major Non-conformity keeps recurring; or (ii) those reasons noted in 11.8(ii)-11.8(iii) above, TAs must not re-enroll such terminated Participants in the PVP, as a Participant or a brand owner, and their Product(s) must not be re-enrolled, until 12 months after the Participant Termination Date. In addition, if terminated Products are re-enrolled for such Participants, they must undergo a new verification that must include an annual inspection of the Producing Facility.[25]

12. TA Transfers

12.1 Participants may transfer Verified Product(s) or their participation from one TA to another. In all such instances, Participants must submit a transfer request to their current TA prior to the COV expiry date.

12.2 Transferred Products may remain Verified during the transfer period until the earliest of the following: the Product's COV expiry date, three months after notifying the original TA of the transfer, or issuance of a new COV by the new TA. Participants may ensure that Products will be continuously Verified by managing the time for verification with the new TA.

12.3 Participants transferring Products must ensure the Products remain in compliance during the transfer period, even in the absence of TA oversight.

12.4 The Participant's current TA shall update the verification status and Effective Withdrawal Date of the Products and/or Participant in the Project's database as well as update the Product(s) and/or Participant status to TA transfer within seven working days of receipt of the transfer request from the Participant.

12.5 The Participant's current TA shall issue a transfer notice to the Participant when requested in order to transfer Products and/or the Participant to a new TA. The transfer notice shall contain the following information:

a. Confirmation that there are no open Major or Minor Non-conformities.

b. Confirmation that the Participant does not have any unpaid balances with the TA and/or the Project.

12.6 The new TA must confirm that any transferred Products are identified through appropriate approaches and at the appropriate time based on their internal processes.[26]

[25] This requirement applies to all Producing Facilities, including contract processors that are not Participants.
[26] For example, TAs may check at the time of Participant and/or Product enrollment if the Product was previously Verified and if it is being transferred from another TA.

12.7 The new TA's evaluation must ensure that Products are reviewed to confirm compliance with the Standard and all the applicable rules and requirements of the PVP.[27]

12.8 The new TA must not mark Product(s) as Verified and must not issue a COV for transfer Product(s) when:

a. There is lack of confirmation that the Participant does not have any unpaid balances with the current TA and/or the Project.

b. Licensing is not complete.

c. There are open Major or Minor Non-conformities with the current TA.

13. Complaints and Appeals

Complaints

13.1 A Non-GMO Project complaint includes:

a. An objection by a Participant to a decision taken by the Project.

b. Complaints about evaluation decisions by entities that provide services under the PVP, such as TAs, after

i. the complaint has been pursued via the respective entity's complaint procedure and the complaint is not resolved to the satisfaction of the complainant; or

ii. the complaint is not investigated and conclusions communicated to the complainant within two months of submission of the complaint/appeal to the TA.

c. Complaints from whistleblowers.

The determination of what constitutes a Project complaint is at the Project's sole discretion.

13.2 To submit a complaint, Participants must answer the questions on the Project's Complaints and Appeals form. The Project will provide acknowledgment of receipt of the complaint within three business days of receipt.

13.3 The Project will provide the complainant with a written response to the complaint.

[27] Rules and requirements for the PVP are set out in the Project's Program Documents including but not limited to the Standard, Terms of Reference, PVP policy, and forms and templates.

Appeals

13.4 If a Project complaint is not addressed to the satisfaction of the complainant, the complainant has an option to submit a Project appeal.

13.5 To submit an appeal, appellants must answer the questions on the Project's Complaints and Appeals form. The Project will provide acknowledgment of receipt of the appeal to the appellant.

13.6 The Project will provide the appellant with a written response which is final and binding.

14. Legacy Participants

14.1 All new Participants entering the PVP after the Rules and Procedures (Version 1) September 1, 2022 implementation date will be required to comply with the Rules and Procedures. However, in the event of a conflict between the Rules and Procedures and a Participant's License Agreement, a Participant may be permitted to continue to follow any applicable rules or terms outlined in their License Agreement if the agreement was executed on or before the implementation date of the Rules and Procedures.

Terms and Definitions

Brand Summary Certificate
Can be issued by a TA upon request to provide a Participant with a list of Verified Products evaluated by that TA.

Certificate of Verification (COV)
An annually renewed document demonstrating compliance with the PVP, which includes a signed written agreement with the Project, a signed written agreement with the TA (where applicable), and Product-level compliance with the Standard.

Effective Withdrawal Date
The date when Products are removed from the Program. This is the date when Participants request withdrawal of the Product and no later than the expiry date.

Inventory
Any Verified Product(s) in possession of or owned by the Participant using the Trademarks or listed, named, included, or otherwise identified in any communication that uses the Trademarks.

Licensing
The Trademark License and Program Participation Agreement and other licensing documentation (as determined by the Project).

Major Non-conformity
A deviation that could affect the compliance of an Input or Ingredient with the relevant Action Threshold, such as unintentional contamination of the Ingredient with GM material, or that could impact the compliance of an Input or Ingredient with the Non-GMO Project Standard v16.1 Section 7.2.

Minor Non-conformity
A deviation that could not cause any of the relevant Inputs or Ingredients to the Product to exceed the relevant Action Threshold. This includes immaterial changes to procedures, recordkeeping, documentation, or anything else immaterial that does not have the potential to impact compliance with the relevant Action Threshold.

Participant Termination
Termination of the Participant's enrollment in the PVP. Participant Termination includes termination of the License Agreement signed by the Participant with the Project.

Participant Termination Date
The date when the License Agreement signed by the Participant with the Project is terminated by the Project.

Product Termination
Revocation or cancellation of verification of Product(s) by Technical Administrators or the Project, leading to removal of Product(s) from the PVP.

Product Termination Date
The date when the verification of Product(s) is revoked by the Technical Administrator.

Program Consultant
A third-party consultant engaged or hired by the Participant to complete, provide, prepare (or assist with the preparation of), and/or submit to a TA any Verification Materials in connection with a Verified Product, or any Input or Ingredient thereof.

Program Documents
The Standard, the Product Verification Program Rules and Procedures, the License Agreement, and the Trademark Use Guide (all as listed at Section 2.4 above).

Verification Materials
Any and all statements, information, and other materials, including as part of any affidavit or declaration provided by Licensee, a Supplier (as defined in the Standard), a Program Consultant, or any other third party for or on behalf of a Participant in connection with the verification, renewal, and/or otherwise regarding the status of the Verified Products (and/or any Input or Ingredient).

Verified Product
Any Participant's Product, including any product manufactured by a Participant for its own use, any Product that a Participant manufactures for or otherwise provides to a third party (including for use with such third party's private brand or private label), and/or any Product that a third party manufactures for or otherwise provides to a Participant or brand owner, that has been enrolled in the Program and verified to meet the Standard, and continues to meet the Standard upon each re-verification.

References

The Standard

Non-GMO Project v16.1 Appendix A – Terms and Definitions, “Affidavit”
Non-GMO Project v16.1 Appendix A – Terms and Definitions, “Biotechnology”
Non-GMO Project v16.1 Appendix A – Terms and Definitions, “Genetically Modified Organism (GMO)”
Non-GMO Project v16.1 Appendix A – Terms and Definitions, “High Risk”
Non-GMO Project v16.1 Appendix A – Terms and Definitions, “Ingredient”
Non-GMO Project v16.1 Appendix A – Terms and Definitions, “Input”
Non-GMO Project v16.1 Appendix A – Terms and Definitions, “Non-conformities”
Non-GMO Project v16.1 Appendix A – Terms and Definitions, “Non-Testable”
Non-GMO Project v16.1 Appendix A – Terms and Definitions, “Participant”
Non-GMO Project v16.1 Appendix A – Terms and Definitions, “Product”
Non-GMO Project v16.1 Appendix A – Terms and Definitions, “Producing Facility”
Non-GMO Project v16.1 Appendix A – Terms and Definitions, “Standard”
Non-GMO Project v16.1 Appendix A – Terms and Definitions, “Supplier”
Non-GMO Project v16.1 Appendix A – Terms and Definitions, “Synthetic Biology”
Non-GMO Project v16.1 Appendix A – Terms and Definitions, “Technical Administrator (TA)”
Non-GMO Project v16.1 Appendix A – Terms and Definitions, “Verified”
Non-GMO Project v16.1 Appendix A – Terms and Definitions, “Verified Status”

Terms of Reference

Non-GMO Terms of Reference Section 5.3 – Definitions, “Prospect”
Non-GMO Terms of Reference Section 5.3 – Definitions, “Technical Administrator Portal (“TAP”)”
Non-GMO Terms of Reference Section 5.3 – Definitions, “Trademarks”
Non-GMO Terms of Reference Section 5.3 – Definitions, “The Non-GMO Project License and Program Participant Agreement (“License Agreement”)