



NON-GMO PROJECT 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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RULES AND PROCEDURES



Non-GMO Project



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.

1.1 USING THIS DOCUMENT

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 24). The headings of sections 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 (PVP)

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 (SYNBIO)

ALTERNATIVE TERMINOLOGY*

BIOTECHNOLOGY
CELL FUSION
CLONING
GENE EDITING

GENETIC ENGINEERING
GENETIC MODIFICATION
IN VITRO NUCLEIC ACID TECHNIQUE
PRECISION FERMENTATION

*THESE TERMS ARE ALL CONSIDERED TO BE OR TO IDENTIFY FORMS OF GENETIC MODIFICATION BY THE NON-GMO PROJECT.

2.4 PVP (PROGRAM) DOCUMENTS

The rules and requirements of the PVP are laid out in the Program Documents. 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”) is the overarching Program document. It 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.

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 an Ecert 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 Department supports Participants throughout the verification process with educational information.

3. PROCESS REQUIREMENTS FOR VERIFICATION

Participants seeking Product verification must comply with the process requirements of this section.

VERIFICATION PROCESS

The table below describes actions to be taken by different actors in the verification process. The “Step” column describes a process element and the conditions that apply. The “Entity” column describes the actor responsible for implementing the step.

	STEP	ENTITY
PARTICIPANT REGISTRATION WITH THE PROJECT		
3.1	The Prospect 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 cannot submit the same Product to different TAs concurrently.	PROSPECT
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 that all other eligibility requirements are met. 3.2.b Products must be sold in the United States, Canada, or Mexico to be 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 In order to be eligible for verification, 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. For some products, if reasonably determined by the TA, this includes 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 PVP TAs have the right to make a final determination regarding such eligibility.	PROSPECT/TA

¹ Controlled substances in the United States fall under the Controlled Substances Act and can be found at the Drug Enforcement Administration’s Diversion Control Division 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.



3.3	Participants must sign a service agreement with their TA.	PARTICIPANTS/TA
3.4	<p>TAs must send a PVP application form for the Participant to the Project.</p> <p>3.4.a The PVP application form must include accurate and relevant information collected from the Participant.</p> <p>3.4.b The following information is required for both Participants and brand owners.</p> <ul style="list-style-type: none"> • Company’s legal name (including entity type, state or country where the entity is registered; also include “Doing Business As” name, if applicable) • Company address • Contact person • Phone number • Email address 	TA
3.5	The Project reviews the Participant application and shall notify the TA upon approval.	THE PROJECT
<p>Signing of <i>The Non-GMO Project Trademark License and Program Participation Agreement</i> (“License Agreement”)</p> <p>The Participant must sign a License Agreement with the Project. The 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.</p> <p>A brand owner not enrolling goods nor actively seeking verification has two licensing options, further described in Section 3.9 below.</p>		
3.6	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 also provide the Project with reliable contact data for all Participants and brand owners to facilitate licensing requirements.	TA
3.7	The Project shall send each Participant Licensing to be entered into between the Project and Participant. These Rules and Procedures may be subject to additional terms in the License Agreement.	THE PROJECT
3.8	Participants must execute all Licensing documents to participate in the PVP.	PARTICIPANT

3.9	<p>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:</p> <p>3.9.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 to facilitate Licensing.</p> <p>3.9.b The brand owner shall be provided with two different licensing options to pursue with different tiers of obligations and trademark privileges.</p> <p>3.9.c Brand owners that wish to use the Project’s Trademarks in a stand-alone manner (i.e., other than as it appears on the Verified Product packaging) in relation to Verified Products, including to promote Verified Products on a brand owner’s website or marketing materials, must sign and return The Non-GMO Project Trademark License Agreement for brand owners. Brand Owners that do not require use of the Project’s Trademarks may sign a letter agreement acknowledging their limited ability to use the Project’s Trademarks.</p> <p>3.9.d 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 Project, shall apply with equal force and effect to each brand owner’s private brand(s).</p>	<p>BRAND OWNER (When they are not the entity actively seeking verification) TA/PARTICIPANT</p>
3.10	<p>TAs must confirm that Licensing is in place between the Participant and the Project prior to issuing a Certificate of Verification.</p>	<p>TA</p>
3.11	<p>Insurance Coverage Requirement Participants are responsible and liable for use of the Project’s trademarks in connection with Verified Products. Participants are required to maintain insurance coverage in an amount sufficient to support a Participant’s obligation to indemnify the Project, including in the event of any third-party claim in connection with the Project’s trademarks.</p>	<p>PARTICIPANT</p>

3.12	<p>License Agreement “Territory” (as defined and set forth in the License Agreement)</p> <p>Participants whose goods are sold in the US, Canada, or Mexico may use the Project’s Trademarks on these goods sold outside these countries. The Project currently maintains trademark registrations in the United States, Canada, and Mexico only, and any use of the Project’s trademarks outside of these countries is at the Participant’s own risk.</p> <p>If a Participant chooses to use the Project’s Trademarks outside of these countries, they shall have the opportunity to opt in to additional terms of the License Agreement, and shall provide the Project with a list of countries where the Trademarks are intended for use or being used.</p>	PARTICIPANT
3.13	<p>“Qualified Affiliates” (as defined and set forth in the License Agreement)</p> <p>Participants and/or brand owners that wish to name subsidiaries or affiliates as sublicensees in the License Agreement, that are either enrolled in the PVP or are in the process of enrolling in the PVP, have the opportunity to opt-in to additional terms of the License Agreement, and provide the requested details about eligibility of subsidiary or affiliate entities.</p>	PARTICIPANT
3.14	<p>Transfers and Assignments</p> <p>If a Participant experiences a full or partial transfer of ownership, or if a Participant wants to transfer or assign their rights under the License Agreement, they must notify the Project and request a transfer or assignment of their License Agreement to a different entity. Approval or denial of any requested transfer or assignment shall be at the sole discretion of the Project².</p>	PARTICIPANT/TA
3.15	<p>Prior to any renewal of Verified products, if the Project determines that a Participant’s existing Licensing is outdated, the Project may require that the Participant sign updated Licensing.</p>	THE PROJECT

²Participants may update the display of their company name, brand name, or Product name as it would appear on Certificates of Verification or the Project’s website by contacting their TA.

3.16	Upon a Participant's completion of the Project's Licensing requirements submitted via DocuSign, the Project shall issue the Project's Trademarks and Trademark Use Guide. Trademarks issued upon completion of Licensing (but prior to Verification) are for design purposes only. Participants must not print, distribute packaging with, or otherwise display the Project's Trademarks or use the Trademarks in promotional materials until the Participant is notified of the Verification by their TA.	THE PROJECT/ PARTICIPANT
<p>PARTICIPANT COMPLETES PRODUCT* EVALUATION WITH THE TA <i>*A unique branded formula and process, where process could be either the manufacturing or facility process. Product refers to a good enrolled in the PVP.</i></p>		
3.17	<p>New Verifications</p> <p>3.17.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.</p> <p>3.17.b Products must demonstrate full compliance at initial verification. Non-conformities only apply to Products after verification has been attained.</p> <p>3.17.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 [as defined in the License Agreement] 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.</p> <p>3.17.d The COV date represents the first date a production batch can be marketed as a Verified Product.</p> <p>3.17.e Retroactive verification of Inventory is not permitted.</p>	TA/ PARTICIPANTS/ CONSULTANTS/ SUPPLIERS OR OTHER THIRD PARTIES
3.18	<p>Input and Ingredient Review</p> <p>All Ingredients³ must be declared and reviewed; most Inputs⁴ must be declared and reviewed, and TAs must ensure that Products comply with the requirements outlined in the Standard.</p>	TA/PARTICIPANT

³Ingredient – 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.

⁴Input – 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.

3.19	<p>Label Review</p> <p>3.19.a Participants must submit any applicable product labels to their TA for review.</p> <p>3.19.b Participants must ensure that labels do not make prohibited claims (including but not limited to “GMO-free”) or advertise High-Risk Inputs 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.</p> <p>3.19.c The TA must verify that wholesale and retail Products comply with the labeling requirements outlined in the Standard.</p> <p>3.19.d Participants may direct questions about trademark use outside the scope of TA review⁵ to verification@nongmoproject.org.</p> <p>3.19.e A voluntary or mandatory “Bioengineered” or “BE” disclosure⁶ 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 (COV), any verification Trademark(s), or the Non-GMO Project’s name.</p> <p>3.19.f Participants must resubmit labels to TAs for evaluation if the label changes after initial verification/TA evaluation.</p>	TA/PARTICIPANT
3.20	<p>Standardized Package Code and Product Information</p> <p>3.20.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.</p> <p>3.20.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 Ecert database.</p>	TA

⁵Please reference Non-GMO Project Standard v16.1 section 10.2.

⁶More information about differences between BE disclosure and Non-GMO Project Verification is available [here](#).

CERTIFICATE OF VERIFICATION AND WEBSITE DISPLAY		
3.21	<p>3.21.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.</p> <p>3.21.b All certificates confirming Verified Status must be on one of the following Project-provided certificate templates.</p> <ol style="list-style-type: none"> 1. Certificate of Verification: Issued by the TA and generated from the Project's Ecert database for each Product. 2. Brand Summary Certificate: Issued by the TA. 3. Master Summary Certificate: Issued by the Project. 	TA
3.22	<p>3.22.a The Project shall have the right to display Verified Products on the Project's website, along with the Participant's name and images of a Participant's trademarks.</p> <p>3.22.b Withdrawn products may be displayed on the website for up to 180 days after the Effective Withdrawal Date.</p> <p>3.22.c Terminated products may be displayed on the website for up to 30 days after the Product Termination Date.</p> <p>3.22.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.⁷</p>	TA/ THE PROJECT/ PARTICIPANT
PROMOTING VERIFICATION		
3.23	<p>3.23.a Participants' promotion of their Verified Products must be in accordance with the Trademark Use Guide and Licensing.</p>	PARTICIPANTS
	<p>3.23.b Retailers may use the Trademarks in association with "Verified Products" in relation to the sale, promotion, and advertising of 'Verified Products' in accordance with the Trademark Use Guide.</p>	RETAILERS

⁷ 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.

ANNUAL RENEWAL

Renewal evaluation of every Verified Product occurs annually.

3.24	<p>3.24.a The expiry date listed on the Certificate of Verification is the date by which renewal verification is due to be completed.</p> <p>3.24.b All Products of a Participant must be renewed under the applicable version of the Standard and Rules and Procedures.</p> <p>3.24.c Products may be added outside of the Participant’s portfolio renewal date.</p> <p>3.24.d A Product that is renewed must be fully compliant with the applicable Standard version and Rules and Procedures version, or have “a corrective action plan approved by the TA and in place” to be fully compliant (in the case of an open Major Non-conformity).</p> <p>3.24.e TAs must ensure that the Participant’s Products are still eligible for verification. If a Product is found ineligible, the Product must be withdrawn from the PVP.</p> <p>3.24.f Participants must come into compliance with the revised Standard and the Rules and Procedures by time of their next renewal, but such compliance will be required no sooner than 180 calendar days from the publication date.</p> <p>3.24.g Renewals that are due to complete⁸ <i>before</i> 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.</p> <p>3.24.h 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.</p>	TA/ PARTICIPANT
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⁸ Expiry date listed on the Certificate of Verification.

	3.24.i Participants who do not wish to renew their products shall submit a Product withdrawal request before the product expiry date.	PARTICIPANT
	3.24.j Participants may complete renewal verification no earlier than 60 days before the expiry date. 3.24.k Irrespective of when a product is renewed, the next expiry date is 12 months from the previous expiry date.	TA/ PARTICIPANT
	3.24.l If a Product is more than 30 days past the expiry date and the TA and Participant are actively working together in good faith to complete the renewal and it is known with certainty that the product's renewal will be delayed ⁹ , the TA must change the Product and/or contract status in the Project's Ecert database to Hold and set to Do Not Display. 3.24.m A Product shall not be on hold status for more than 6 months. 3.24.n 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 withdraw the Product(s) which are past their expiry date. 3.24.o The Project reserves the right to terminate the license to use the Trademarks in relation to Products that are more than 30 days past the expiry date.	TA/ PARTICIPANT/ PROJECT

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.

	<p>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:</p> <p>3.24.p TAs must make the Participant aware of all changes to the Standard and all the applicable 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.</p> <p>3.24.q TAs must make Participants aware of expired documents¹⁰ on file, and Participants must submit new documents to replace expired documents.</p> <p>3.24.r TAs must make Participants aware of outdated¹¹ documents on file, and Participants must replace outdated documents with current and active documents.</p> <p>3.24.s 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.”</p>	TA/ PARTICIPANT
	<p>3.24.t To complete renewal, TAs must ensure that corrective actions related to Major Non-conformities have been reviewed and completed if the timelines for the corrective action falls within the previous verification or renewal cycle.</p> <p>3.24.u To complete renewal, TAs must verify that Products are in compliance with all applicable rules outlined in the current Rules and Procedures version.</p> <p>3.24.v Products that lose verification during the renewal process must be terminated and will have an inventory disposal period of 30 days.</p>	TA

¹⁰ This includes but is not limited to Non-GMO Project-specific Non-Testable High-Risk Affidavits, Country of Origin Source Declarations and Accredited Laboratory Declarations, and COVs for Verified Status Inputs.

¹¹ To be determined at the discretion of the Technical Administrators using a risk-based approach.

4. FEES

4.1

The Project charges a per product annual fee.*¹²

**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 THE 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.

4.2

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

4.3

TAs have their own pricing models and fees for evaluating products, as well as additional services they offer.¹³

4.4

New products added to a portfolio of Verified Products within three months 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.

EXAMPLE

In a scenario where a client first gets verified July 2021, and adds new products in May 2022, the Product added in May would have a renewal date of July 2023. The product would be charged when it first comes into the Program in May 2022 and then next in July 2023.

4.5

New Products added to a portfolio of Verified Products prior to three months 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 Product fees, at the upcoming renewal date.

¹² Details of the pricing model can be found [here](#).

¹³ Pricing models and fees for TAs can be found [here](#).

5. WITHDRAWAL

5.1

The TA shall accept requests from the Participant for voluntary withdrawal of Products and/or the Participant from the PVP at any time.

5.2

The TA shall update the verification status of the Products and/or Participant in the Project's Ecert database, as well as the Effective Withdrawal Date and the appropriate reason for withdrawal within seven (7) working days of receipt of the request for voluntary withdrawal from the Participant.

5.3

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.

5.4

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 Participants request 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.

5.5

The TA shall issue a withdrawal notice to Participants 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.
- 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.

5.6

Participants may re-enroll 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.¹⁴

¹⁴ If re-enrollment occurs after the 180-day inventory disposal period, the Product will receive a new verification date.

6. TERMINATIONS

6.1

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

- a. Any known Major Non-conformity that goes unreported or uncorrected or keeps recurring.
- b. Lying and falsification, concealing and/or refusal to turn over records.¹⁵
- c. The Product is not in full compliance with all the applicable rules and requirements of the PVP, in a manner that cannot be corrected.¹⁶
- d. If a TA client is terminated, all the TA client Products must be terminated.
- e. Termination is mandated by the Standard or by other PVP policies, as may be provided by the Project from time to time.
- f. 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 PVP¹⁷ and/or the Project terminates the License Agreement or license for a certain Product.

6.2

A TA must terminate its client¹⁸ in the following situations:

- a. All Products for a TA's client are terminated.¹⁹
- 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.²⁰

6.3

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.

¹⁵ In all such instances, the TA must inform the Project immediately. The Project may terminate the License Agreement with the Participant. Please see the PVP Licensing Policy.

¹⁶ 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.

¹⁷ 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.

¹⁸ 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.

¹⁹ 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.

²⁰ In all such instances, the Project will inform the TA of any such termination.

6.4

The TA must update the verification status of the Product(s) and/or Participant in the Project's Ecert database as well as the effective Product Termination Date (and, when applicable, the Termination Date of termination of the client by the TA) within seven (7) working days of termination of the Product(s) and/or TA client.

6.5

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 (5) 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 fifteen (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 thirty (30) days after the Product Termination Date or the Participant Termination Date.²¹
- e. Information regarding the Inventory disposal period, as noted in 6.3 above.²²
- 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 6.7 and 6.9.

6.6

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

6.7

TAs may re-verify previously terminated Product(s) that are re-enrolled, but the previously terminated Product(s) must undergo a new verification that must include an annual inspection²³ of the Producing Facility.

6.8

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.

6.9

Upon Participant Termination in the following situations: (i) those reasons noted in 6.8(i) above, provided the Major Non-conformity keeps recurring; or (ii) those reasons noted in 6.8(ii)-6.8(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 twelve (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.²⁴

²¹ 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.

²² 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.

²³ This requirement applies to all Producing Facilities, including contract processors that are not Participants.

²⁴ This requirement applies to all Producing Facilities, including contract processors that are not Participants.

7. TA TRANSFERS

7.1

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.

7.2

The Participant's current TA shall update the verification status of the Products and/or Participant in the Project's Ecert database, as well as the Effective Withdrawal Date and update the Product(s) and/or Participant status as TA transfer within seven (7) working days of receipt of the transfer request from the Participant.

7.3

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.

7.4

Participants may ensure that Products will be continuously verified by allowing sufficient time for verification with the new TA before expiry of the Certificate of Verification issued by their current TA.

7.5

The new TA must confirm that **any** transferred Products are identified through appropriate approaches and at the appropriate time based on their internal processes.²⁵

7.6

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.²⁶

7.7

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 their current TA.

²⁵ 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.

²⁶ 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.

8. COMPLAINTS AND APPEALS

COMPLAINTS

8.1

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 (2) 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.

8.2

To submit a complaint, Participants must answer the questions at <https://www.nongmoproject.org/product-verification/complaints-and-appeals>.

An acknowledgment of receipt of the Project complaint will be provided by the Project to the complainant within three (3) business days of receipt.

8.3

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

APPEALS

8.4

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

8.5

To submit an appeal, appellants must answer the questions at <https://www.nongmoproject.org/product-verification/complaints-and-appeals>.

An acknowledgment of the receipt of the Project appeal will be provided by the Project to the appellant.

8.6

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

9. LEGACY PARTICIPANTS

9.1

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.

REFERENCES



Non-GMO Project



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, “Certificate of Verification (COV)”
- 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, “Major Non-conformity”
- Non-GMO Project v16.1 Appendix A – Terms and Definitions, “Minor Non-conformity”
- 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”)

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.

Ecert database - The Project's internal database linking Products and Participants to their TA.

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 which were listed, named, included or otherwise identified in any communication(s) that used the Trademarks.

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

Master Summary Certificate - Summary of Non-GMO Project Verified Products for Participants who have Verified Products evaluated by more than one TA and want a centralized document listing all Verified Products, or for brand owners whose co-packers are working with TAs but who are not directly contracted with a TA.

Must - A mandatory requirement.

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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 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).

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.