



Agreement concerning participation in MPS

Floriculture Environmental Programme

Plak hier de barcode sticker

English

1236

1236

The signatories,	
A	MPS company number:
	Name:
	Address:
	Postcode and place name:
	Hereinafter referred to as: participant
B	Stichting Milieu Project Sierteelt, has its statutory seat in Leiden, for these purposes represented by Mr. Th. de Groot, hereinafter referred to as: MPS

declare that they have agreed to the following:

REGISTRATION

1. In the context of running his company, the participant is obliged to keep a record of the themes and the environmental cluster areas, which are of importance to MPS.
2. The guidelines for the way in which recording is to be carried out and the forms to be used for these purposes, as well as the above mentioned themes and environmental clusters shall be made known by MPS. The participant shall comply with these guidelines.
3. The participant is obliged to complete the registration forms both completely and truthfully at all times. The data provided on these forms must be based on actual usage.
4. The registered data, for each period (of 4 weeks), are to be sent to MPS. This data must reach MPS within one week following the end of the period involved.
5. Both MPS and the participant should keep the company data, which are relevant to the themes of MPS, from the start of participation for up to a minimum of 2 years.
6. A participant who sells ornamental horticultural products bought from other companies is not only responsible for keeping records of his own company, but also for ensuring that records are kept, according to the requirements as laid down by MPS, by these companies as well. In this case, the Participants' registration for MPS shall contain the relevant information from both his own company and the company(ies) of his supplier(s). MPS shall provide the participant with the necessary forms to carry out the registration correctly. The participant shall provide MPS with registration results from his own company and the companies of his suppliers separately. MPS shall combine these, in order to determine the right qualification.

INSPECTION

7. The participant agrees to abide by the manner of inspection and sanctions as stipulated by MPS, irrespective of whether this inspection is carried out by MPS itself or by an independent organization (see annex 1, sanction regulations).
8. Inspection is divided into two categories: desk inspection and company inspection. Desk inspection involves checking the accuracy and precision of the recorded data and is carried out selectively by MPS. The company inspection is carried out non-selectively by an organization nominated and made known by MPS. The data registered in accordance with MPS regulations constitute the basis upon which the company inspection is carried out.
As long as it remains possible to determine the origin of the produce, inspections may also be carried out after the produce has left the company premises.
9. The inspection ensures the correct and accurate registration of the data required by MPS. For MPS themes, an inspection of the amount of agents used will be carried out as well. At the same time the accuracy of the registered surface area for the environmental clusters is checked.
10. The participant is obliged to allow the auditing organization access to the company at all times, and to all areas where access is considered either necessary or desirable for the carrying out of the inspection, and to enable it to carry out the inspection without any form of hindrance. To this end the participant shall, upon first request, make available all information, including purchase and sales administration, relating to the MPS themes.
11. Upon request by the participant, the auditing organization must be able to provide some form of identification when carrying out inspections.

QUALIFICATION

12. On the basis of the data provided by the participant, MPS determines the qualification (4 times per annum) for the coming qualification period.
13. Within two weeks following the end of a qualification period MPS shall process all the data provided by the participant. Subsequent to this and within two weeks, MPS shall send the participant a copy of the data entered on his behalf, the calculated company standard, the calculated points and the environmental qualification. If MPS does not receive a written objection within seven days, the registered information will be considered correctly supplied and processed and the qualification will be definitive. Then the qualification is made known directly to the relevant Dutch auction. If the participant does not supply an auction, MPS shall make a certificate stating the qualification for the coming qualification period available to the participant.
14. The use of crop protection agents not authorized by MPS leads to the qualification: non-qualified participant. In that case, the application of the Sanction Regulation is cancelled. The non-qualified participant shall not have the right to call himself a MPS participant and he shall refrain from using any MPS qualification when selling his products.
15. The participant with a "Milieukeur", A, B or C qualification is only authorized to use an MPS environmental label - as prescribed by MPS and according to the conditions laid down by MPS - for the purposes of marketing, during the qualification period. The participant shall refrain from using any environmental labels other than those of MPS, for the purposes of marketing, unless MPS has given prior permission for this in writing.

16. In no way may MPS be deemed liable for damage suffered by the participant or for any other (legal) consequences resulting from a confirmed incorrect qualification of the participant, unless premeditation or gross negligence on the part of MPS is involved. The participant shall safeguard MPS from claims by third parties in this respect.
17. The participant is not allowed to market produce, whether grown on his own nurseries or supplied by third parties, by linking it in any way to MPS if this produce has not been registered by MPS on his behalf.

GENERAL

18. The participant agrees that English shall be the medium of communication with MPS.
19. The Participant guarantees that there are no hindrances of a legal or other nature in his country with respect to issues arising from this legal relationship. The Participant shall indemnify MPS, and MPS shall be without liability in all claims that third parties might assert against it, and shall compensate for any damages that may result from immediate termination or breach of contract due to intervention by his government.
20. As far as compliance with legal requirements is concerned, the participant is and shall remain directly bound to the relevant legal requirements in his country.
21. Regarding produce that is gathered in the countryside rather than grown on nurseries, MPS requires the participant to be in possession of a permit from the relevant authorities stating which produce the participant is allowed to gather and confirming that no crop protection agents and/or fertilizers have been used in growing the produce. The participant is to indicate which produce is involved. The surface area of this produce is not to be included in the MPS registration.
22. The Participant shall treat as strictly confidential all information that he shall obtain about MPS. Save for legal obligations, MPS and the auditing organization appointed by MPS shall treat the data supplied by the participant as strictly confidential. These data may only be disclosed with the Participant's written permission.
23. MPS is, nevertheless, entitled to process the information, carry out analyses and use it for the purpose of determining general statistics, group statistics (i.e., more than 10 individual company situations) etc. This also pertains to a third party appointed by MPS to carry out this work on its behalf. The board of directors of MPS determines how, and the relevant aims for which, these figures are then to be publicised.
24. Because of the participation in MPS, the Participant shall pay MPS a fixed amount. In addition to this amount, the Participant shall pay MPS a compensation for each unit-registration. The Participant shall also be charged separately for the costs involved in the extra inspections of the Participant at his nursery. These amounts are only valid for the growers for which this agreement is drawn up and shall be paid before the start of the participation. Amendments to these amounts shall be announced in writing at least two months before they become valid.
25. Amendments to this agreement shall be adopted by MPS only after consultation with a representative group of participants, after which they shall be binding between the parties.
26. The participant shall notify the manager of MPS, in writing, of all complaints about MPS whether from himself or a third party.

27. This agreement shall be valid for an unspecified period of time. Without prejudice to termination with immediate effect in the form of a sanction, this agreement may be terminated in writing in compliance with the term of notice of three months, whereby no expenses already incurred by the participant shall be refunded.
28. All disputes arising in connection with the present contract will first be put to the board of MPS. If the Participant can not or will not accept the resolution of the board of MPS, the dispute shall be finally settled in the Netherlands under the Rules of Arbitration MPS by the Arbitration Commission appointed in accordance with the said Rules. The arbitral award of this Commission shall be binding on both parties and shall be enforced pursuant to the United Nations Convention of 10 June 1958 on the Recognition and Enforcement of Foreign Arbitral Awards via a court of the participant's country of residence; it should be noted that this court may not alter the arbitral award itself. During the period of dispute, MPS shall have the right to suspend the qualification.

Thus drawn up in twofold and signed in Naaldwijk on200...

Participant

Stichting Milieu Programma Sierteelt:

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Th. de Groot

