



ANNEXE: 2

Regulations relating to the award of the MPS-Quality certificate by MPS

MPS

DEFINITIONS

1. The following definitions apply in these regulations:
- MPS: The *Stichting MPS* (the MPS Foundation), acting here as the certification body for MPS-Quality and, as such, authorised to award this quality mark;
- the grower: the natural or legal person, fulfilling the requirements of the MPS-Quality certification standard, who has received a Certificate from MPS and has therefore gained the entitlement to bear the MPS-Quality logo on the flowers and/or plants cultivated by him at the location(s) specified in the agreement as well as on the enterprise-specific advertising manifestations (such as letter paper, brochures, etc) at the abovementioned location(s) where the flowers and/or plants are grown and delivered, this/these location(s) being specified in the Certificate with the abovementioned registration number of the grower.
- Certificate: the document, issued by MPS, stating that there is justified confidence that the quality system for flowers and/or plants grows at the grower's company as described in the Certificate is in conformity with the requirements as stated in the MPS-Quality certification standard and on the grounds of which the right to carry an MPS-Quality certificate is gained.
- MPS-Quality The collective brand name of MPS for participants fulfilling the requirements of the MPS-Quality certification standard.
- Scope: the application area of the certification standard of the grower's company for whom MPS-Quality certification has been applied and/or awarded.

Procedure for registration and certification

2. The grower can request information regarding registration and certification from MPS. The grower can find further information on MPS-Quality on the website (www.my-mps.com).
3. If the grower wishes to register, he should send the completed quotation request form (included with the information pack) to MPS. The quotation request form clearly states the following: the name and address, relevant product/cultivation/company details and the scope for which certification is requested and some additional information.
4. Following receipt of the request form, a quotation will be drawn up on the basis of the data, and sent to the grower in duplicate, together with two agreements and other certification documents. If the grower agrees, he should sign and send back one copy of the agreement and sign and return one of the quotations.
5. Following receipt by MPS of the abovementioned documentation, an audit of the grower will be scheduled, to be carried out by one or more auditors from the MPS auditors register. The grower will receive written confirmation of this. The grower can lodge an objection regarding the composition of the audit team. The audit consists of a visit to the enterprise, during which an assessment is made on whether the set requirements have been satisfied. Elements include a visual inspection (of the company itself, the company's equipment, the business operations and the records kept at the company) and a physical inspection of the relevant requirements of the certification standard. The grower and his employees may also be asked for explanations. The enterprise visit starts and ends with a discussion

with representatives of the applicant enterprise, during which the audit programme and the results will be discussed.

Nonconformities can be categorised as follows:

- Major nonconformities (major NCF: elaboration of standard elements (to a significant extent) not documented and/or implemented, standard elements are not documented/implemented in conformity with the standard or the spirit of the standard, resulting in structural shortcomings)
 - Minor nonconformities (minor NCF: elaboration of standard elements only partially documented and/or implemented, standard elements are not documented/implemented in conformity with the standard or the spirit of the standard, potentially resulting in structural shortcomings in the long term)
6. Following the conclusion of the audit, the auditor will leave a report for the enterprise, consisting of a summary of the checklist, any nonconformity forms if appropriate and the checklist used. The observed nonconformities must be demonstrably resolved immediately or within the agreed period by means of an action plan. The auditor makes a note on the first page of the advice for the Certification Manager responsible for making the decision.
 7. MPS will inform the grower in writing of the result of the audit.
 - If one or more major NCFs have been noted, a positive decision can only be made regarding the award of the certificate once the observed nonconformities have been demonstrably resolved, once MPS has been informed of this in writing (including supporting documentation) and once MPS has been able to verify this. The resolution of the nonconformities must take place within three months following the audit. If this cannot be demonstrated within the three months, a period of a maximum of two weeks can be allowed for the demonstrable correction of the nonconformities.
 - If one or more minor NCFs have been noted, a positive decision regarding the award of the certificate can be made when the nonconformities have been demonstrably resolved immediately and MPS has been informed of this in writing (including supporting documentation) or when MPS has received an action plan through which the nonconformities will be demonstrably corrected within a period of a maximum of three months after the audit and for which MPS has received supporting documentation. MPS assesses the corrective actions on the basis of the documentation received. Verification of the correction of the minor nonconformities takes place during the next audit.
 - In the event that there are more than five minor NCFs, these will be viewed as one major NCF.
 8. If the nature of the corrective measures on the observed nonconformities makes it necessary to carry out a verification of the enterprise, then MPS will charge the related costs of this to the grower. The grower will be informed of this beforehand in writing.
 9. Following a positive decision on the award of the certificate, the grower is sent the following: the certificate, and an agreement signed by MPS.
 10. If a negative decision is made regarding the award of the certificate, or if information is not received from the grower in good time, the grower will be informed of this in writing. The grower is then granted a further two weeks in which to take additional corrective measures and to inform MPS of this. If the grower is not successful in this, the agreement will be suspended by MPS for a duration of a maximum of six months. If the participant takes corrective measures during this period of six months and informs MPS as such, a verification audit will be carried out in accordance with point 10. The suspension of the agreement will be ended if all corrective measures are judged to be satisfactory within the maximum term of the suspension. If the grower is not successful in taking corrective measures during this six-month period, the application procedure will be terminated definitively and the agreement will be ended by operation of law. A new application for certification can then be initiated at the registration stage; however, this can only be done once three months have passed since the termination of the earlier application. An appeal can be lodged against the decision in accordance with the applicable procedure (see also point 28).

Retaining the certification

11. In order to retain the certification, an audit of the grower is carried out once a year. The working method is the same as for the certification audit (see points 5 to 10).
12. If the certified grower cannot correct the nonconformities observed during the annual audits in good time and can no longer satisfy the requirements set, action will be taken in accordance with point 10, ultimately leading to the suspension of the agreement for a period of six months and the withdrawal of the certificate. The grower will be informed of this in writing. An appeal can be lodged against this withdrawal in accordance with the applicable procedure. Following the withdrawal of the certificate, no use may be made of the collective MPS Quality brand name. The certificate should be sent back to MPS. If the grower is not able to demonstrate corrective actions having been taken during this six-month period, the agreement will be dissolved after this period has lapsed.

Termination of the certification

13. The agreement can be terminated with immediate effect:
- By the grower: of his own free will (without needing to give reasons)
 - By the grower: if the grower considers himself no longer able to satisfy the requirements set
 - By the grower: if the audit results show that the certification cannot be retained
 - By the first party: in cases of documented conscious or negligent breaches of the agreement by the second part, these breaches not being rectified despite formal notification to end the breach within a reasonable period of time
 - By both parties: in the event of bankruptcy, a moratorium on payments, a state of dissolution, the grower being put into administration or the liquidation of the grower's enterprise.
- Following the termination, the certificate must be returned and the logo may no longer be used.

Change in the scope of the certification

14. The grower may request a change in the scope of the certification in writing. This applies both to expansions and curtailments of the scope. A request for expansion will only be dealt with if there are no nonconformities outstanding. Any audits that may be necessary for an expansion of the scope will be determined on a case-by-case basis before the assessment, and the grower will be informed. The working method in the case of audits is the same as points 5 to 8 inclusive.
15. The grower is obliged to inform MPS in writing if elements of the certified scope do not or no longer satisfy the set requirements.
16. The grower must inform MPS of all other changes in the enterprise that could influence the agreement and the right to participation within two weeks of these changes becoming known to him.

Certification requirements

17. The requirements for certification are included in the MPS Quality certification standard and the agreement with annexes. The participant must (continue to) satisfy the relevant regulations and certification criteria.
18. The grower is obliged to keep a record of registrations and documentation within the framework of the operational management in accordance with the requirements as set out in the MPS Quality certification standard. The guidelines for the way in which these must be kept are included in the abovementioned certification standard. The grower is familiar with all guidelines and will comply with them. The grower is obliged to always complete the forms fully and truthfully.

Monitoring

19. The grower submits to the forms of supervision and sanctions set by MPS in accordance with the certification standard (such as the sanction regulations for participation in MPS Quality), irrespective of whether the supervision is effected by MPS auditors or by an independent body.
20. Supervision is exercised at the registered locations. The checks relate to the accuracy and correctness of the registered data and the fulfilment of the requirements as set out in the abovementioned certification standard and the other documents.
21. The grower is obliged to allow the auditor(s) access at all times to the enterprise and all areas to which access is deemed necessary or desirable for the purposes of carrying out the checks and to allow them to carry out such checks unimpeded. The grower will make available upon the first request all information, documentation, and purchasing and sales administration insofar as relevant to the requirements of the certification standard. The grower will also provide all further information and cooperation necessary for the efficient and safe execution of the audit.

Obligations of MPS

22. The auditor(s) must be able to identify themselves at the request of the grower.
23. Notwithstanding statutory obligations, MPS and the supervising body appointed by MPS are obliged to maintain confidentiality with regards to the data provided by the grower. The release of such data is only possible if the grower has given permission for this in writing.
24. MPS is nevertheless entitled to process the data provided by the grower (or arrange for the processing of this data), to analyse and to use this data for the purposes of determining general figures, group figures (i.e. more than 10 individual company situations), etc. The Board of MPS will determine the way in which – and the relevant purposes for which – these figures are then made public.

Publicity

25. MPS publishes the contact details, registration numbers and internet addresses of the certified companies on its website. The grower declares approval of this publication/provision/listing.
26. Certified growers are entitled to use the collective brand name accompanying the certification standard in accordance with the provisions of the agreement, the user's instructions for the emblem concerned and other regulations and documents related to the certification standard.

Complaints / objections / disputes

27. In the event of complaints, the grower should act in accordance with the agreement and the contents of the certification standard and other related documents. MPS will deal with the complaints and the grower will be informed of the outcome.
28. Appeals against a certification decision or sanction should be made known to the Manager of MPS in writing within two weeks following the date on which the letter was sent. The appeal will be dealt with in accordance with the internal procedure for Points for Attention. If appropriate, a discussion will be held with the grower. The grower will be informed of the outcome in writing. If the grower does not agree with the outcome, the matter will be dealt with as a dispute within the meaning expressed in point 29.
29. All disputes will be brought before the Board or the Arbitration Committee in accordance with the agreement and the MPS Arbitration Rules.

GENERAL

30. MPS is in no way whatsoever liable for losses suffered by the grower or any other (legal) consequences arising from or connected with the implementation of the certification standard. The grower indemnifies MPS against claims by third parties in this regard, as well as against any claims relating to product liability arising from the grower's use of the MPS Quality brand name.
31. With regard to the observance of the statutory provisions, the grower is and remains (as an independent entrepreneur) directly bound by the applicable statutory provisions.
32. If the participant has put products bearing the MPS Quality logo into circulation and these products are later found or suspected to have serious nonconformities, the grower will take all possible measures in order to prevent risks for the environment, safety and health and incorrect communications regarding the MPS Quality emblem or the MPS organisation and damage done to these.
33. Modifications to the MPS Quality certification standard, the agreement or other regulations related to the certification standard will be determined by the MPS Council of Experts, after which these will be binding for both parties. Growers will be informed of the modifications. A realistic transition period will be allowed in order to give growers the opportunity to make adjustments and to implement the modified requirements. If the growers are unable to fulfil these after the transition period, this may mean that the certification cannot be continued in accordance with the new requirements.
34. The grower receives an annual invoice for the certification activities carried out by MPS, which must be paid in accordance with the descriptions on the invoice. If not paid accordingly, MPS can withdraw the certificate with immediate effect, without prejudice to MPS's other rights.