

Fair Trade USA

Producer Recognition Program

Terms and Conditions



Fair Trade USA's mission is to support producers and workers in improving their lives, developing their communities, and protecting the environment. We are the center of the fair trade movement in the United States and the main certifier of fair trade products in this market. We created this Recognition Program and a new digital platform so that producers can take advantage of technology, create greater transparency in international markets, and better access growing opportunities in the North American fair trade market.

Fair Trade USA ("FTUSA") has defined the following terms and conditions to certify producers who aim to market Fair Trade Certified™ products under the FTUSA program and seal. This applies to producers certified by FLOCERT and other certifiers authorized by FTUSA.

By signing this Agreement, the producer organization and Certificate Holder (the "Producer") is officially qualified as a FTUSA Registered Producer. By submitting a valid FLOCERT Fairtrade Certificate (and other certifiers authorized by FTUSA), the Producer is immediately qualified as a FTUSA Recognized Producer with all the benefits and requirements listed below.

1. Program Benefits for Recognized Producers

Once the Producer has met all the Recognition Program requirements, they will have access to these Producer Support Program (PSP) benefits:

- (a) Receive an Authorization to Trade that allows them to sell Covered Products to all FTUSA-registered buyers ("Registered Partners") and use of the FTUSA Seal;
- (b) Become part of the Global Market, a digital platform that lists and promotes all Recognized Producers;
- (c) Receive reports on its buyers and sales under the FTUSA Seal;
- (d) Receive newsletters with information and updates on the North American market;
- (e) Receive support with trips to visit U.S. buyers and origin trips for buyers;
- (f) Receive other capacity building and support services offered by FTUSA in the future;
- (g) Have permission to reproduce and display the FTUSA Seal on its website, export boxes and bags, signs in its offices and facilities, and in its promotional materials. For information on the use of the Seal, visit: <https://www.fairtradecertified.org/business/partner-resources>

2. Certification Program Requirements

The Producer must meet the following requirements to be authorized as a Registered Producer with all the benefits offered by FTUSA:



- (a) Send a current copy of the FLOCERT Fairtrade Certificate or certificates from other certifiers authorized by Fair Trade USA;
- (b) Thereafter, regularly send renewals of the current FLOCERT Fairtrade Certificate or certificates from other certifiers authorized by FTUSA to FTUSA;
- (c) Notify FTUSA within 24 hours of any certification status change (suspension, decertification) or change in scope of its FLOCERT Fairtrade Certificate (or other authorized certificate);
- (d) Inform FTUSA of all Fair Trade Certified Product sales on a quarterly basis (no later than 30 days after the end of the quarter);
- (e) Inform FTUSA about its use of Fair Trade Premium on an annual basis, in the format specified by FTUSA;
- (f) Pay an annual fee to FTUSA, as indicated in Appendix A;
- (g) Provide prompt and complete responses to any data request on its organizational profile, such as demographics, production volumes, etc.

3. Data Sharing and Confidentiality

FTUSA shares certain information with the market to stimulate Fair Trade product sales and promote Recognized Producers as the suppliers of these products. The Producer authorizes FTUSA to share the following information:

- (i) To be shared publicly: Name of the Producer Organization, location, contact information, and products sold.
- (ii) To be shared with FTUSA Registered Partners and other companies interested in registering with FTUSA: Reports on Fair Trade sale volumes and Premium use, as well as impact information including testimonials, photos, and videos;
- (iii) The Recognized Producer can choose whether or not share the following information with FTUSA Registered Traders and other companies interested in registering with FTUSA: Volumes of products that the Producer would like to offer to the market; management projects, and financing requests.

4. Authorization to Trade

The Recognized Producer that meets the requirements of this Agreement shall be able to market its product to FTUSA Registered Partners and use the FTUSA seal. Should this Agreement come to an end, the Producer is given a Sell off Period of ninety (90) days from the termination notification to honor and finish the contracts it holds for Covered Products, so long as it complies with the Agreement during the Sell Off Period.

The Authorization to Trade covers your role as Producer as well as export of your own products.

If you export your own Fair Trade Certified products, check here: ____

If you export Fair Trade Certified products that are purchased from any other producers or organizations, check here: ____ (Check all that apply)



5. Terms and Termination

This Agreement is effective upon its signature date and will continue indefinitely, unless terminated pursuant to this Section. Either Party may terminate this Agreement for any reason upon thirty (30) days written notice.

In addition, FTUSA may terminate this Agreement with immediate effect by written notification if the Producer seriously breaches this Agreement or has its certification revoked by FLOCERT or another authorized certifier. If the Producer's certificate is suspended, FTUSA has the right to cancel this Agreement or enforce the respective Certifier's suspension period.

6. Miscellaneous Provisions

This Agreement will be enforceable with an electronic acceptance signature. FTUSA reserves the right to conduct site visits to check the information provided by the Producer as it relates to this Recognition Program.

7. Basic Definitions

7.1 "Certificate Holder" refers to the producer organization or certified legal entity.

7.2 The "Authorization to Trade" status means that the Registered Producer is authorized to market products to Registered Traders under the FTUSA Seal.

7.3 "Covered Product" is a product covered by the Fair Trade Certificate. The Producer's Covered Products will be entered into FTUSA's data management system and undergo monitoring once they are registered with FTUSA.

7.4 "Fair Trade Certificate" is a certificate issued by FLOCERT or FTUSA that indicates which of the Producer's products may be sold as Fair Trade products and under which terms.

7.5 "FLOCERT" is the entity that audits and certifies against the standards published by Fair Trade International.

7.6 "FTUSA Seal" is the Fair Trade Certified™ label authorized by FTUSA for use on certified products (see Annex B).

7.7 "Registered Trader" means an exporter, importer, roaster, supermarket, or other company registered with FTUSA and authorized to market products with the FTUSA Seal.



By signing this Agreement, the Producer accepts these terms and conditions and agrees to make every effort to meet them.

FAIR TRADE USA

ORGANIZATION

By:



By: _____

Name: Paul Rice

Name: _____

Position: Founder and General Manager

Position: _____

Date sent

Signature Date



Appendix A: Producer Certification Program Fee Scheme

All Recognized Producers are required to pay an annual fee to participate in this Program. In 2020, we offer a 100% discount subject to signing the Agreement and presenting your valid FLOCERT Certificate before the required deadline.

In the future, discounts will be based on the timely compliance with the terms of this Agreement. Annual fees will be invoiced annually in February for the previous year.

Annual Fee	US\$1,000
First Year Discount Subject to signature of this Agreement and presentation of the valid FLOCERT Certificate within the required deadline (30 days)	(US\$1,000)
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Amount Due (if deadline is met)	Free



Appendix B: Fair Trade Certified™ Seal

Fair Trade USA has registered its **Fair Trade Certified™** Seal to be used on Certified Products marketed by FTUSA Registered Clients. See sample below.

By complying with this Agreement, the Producer is allowed to reproduce and display the **Fair Trade Certified™** Seal on its website, boxes and bags for export, signs in its offices and facilities, and in its promotional materials. For information on the use of the Seal, please visit: <https://www.fairtradecertified.org/business/partner-resources>

