

Standard Usage Agreement
for use of the VLOG "Ohne Gentechnik" Production and Certification
Standard
between

Verband Lebensmittel ohne Gentechnik e.V., Friedrichstrasse 153a, 10117 Berlin, Germany

- hereinafter "**VLOG**" -

and

the business to be certified, including the legally dependent sites identified in **Annex 1 (Master Data Sheet)**

- hereinafter "**Standard User**" -

- hereinafter collectively referred to as the "**Parties**" -

Definitions:

VLOG Standard:

The VLOG "Ohne Gentechnik" Production and Certification Standard as amended from time to time, available online and for printout at <https://www.ohnegentechnik.org/en/for-businesses/standards/the-vlog-standard>. Upon request by the Standard User, the document will be provided to the Standard User in printed form.

EGGenTDurchfG:

EC Genetic Engineering Implementation Act as amended from time to time.

Group certification:

A VLOG agricultural group is a combination of different businesses or sites (the so-called agricultural group members) for the purpose of VLOG group certification in agriculture. Group certification is available for a business with at least two sites as well as for the joint certification of multiple businesses

with their sites. A VLOG retail group is a combination of branch operations (the so-called retail group members) for the purpose of VLOG group certification in retail. The description of these organisational units is called a group description. The details regarding the group or group organisation are governed by the VLOG Standard. They are accessible via the Internet at <https://www.ohnegentechnik.org/en/for-businesses/standards/the-vlog-standard> and can be printed out.

Matrix certification:

A matrix for the Logistics and Feed Manufacturing stages is defined as an association of different businesses/sites for the purpose of VLOG certification. The matrix is organised by a matrix organiser, while the participating businesses are referred to as matrix members, and their sites, as matrix sites. Matrix organisation is available for businesses with at least two sites as well as for the joint (matrix) certification of multiple businesses with their sites. The description of this organisational unit is called a matrix description. The details regarding the matrix (organisation) are governed by the VLOG Standard. They are accessible via the Internet at <https://www.ohnegentechnik.org/en/for-businesses/standards/the-vlog-standard> and can be printed out.

Written form:

Written form requires the creation of a document signed by the issuer by affixing his name in his own hand or by a notarially certified mark (see Section 126 of the German Civil Code (BGB)).

Electronic form:

Declaration in which the person making the declaration adds their name and a valid electronic signature (see Section 126a BGB and Art. 3 No. 11 of the Electronic Transactions Regulation (Elektronische-Transaktionen-VO)) is appended to the electronic document.

Text form:

Legible declaration, which names the person making the declaration and is made on a durable data carrier (see Section 126b BGB).

VLOG Fee Schedule:

The VLOG Fee Schedule, as amended from time to time, governs the fees of VLOG that are incurred under the contractual relationship with VLOG. The Fee Schedule is available on the Internet at <https://www.ohnegentechnik.org/vlog-fee-schedule> and can be printed out. Upon request by the Standard User the document will be provided to the Standard User in printed form.

VLOG Standard expert group:

The VLOG Standard expert group advises the VLOG Board of Directors with respect to the further development of the VLOG Standard. In order to enable information about the upstream and downstream areas of food production to be incorporated into the Standard, each sector is represented in the VLOG expert group by two representatives. The current staffing of the expert group can be viewed at <https://www.ohnegentechnik.org/en/for-businesses/standards/development>

Business day:

Any day Monday to Saturday

LMIV:

Regulation (EU) No. 1169/2011 (Food Information Regulation) as amended from time to time.

Feed Marketing Regulation:

Regulation (EC) No. 767/2009 on the placing on the market and use of feed (Feed Marketing Regulation, Futtermittelverkehrsverordnung, FMVV), as amended from time to time.

VLOG Advisory Board:

The VLOG Advisory Board advises the VLOG Executive Board and Management. The current staffing of the Advisory Board can be viewed on the Internet at <https://www.ohnegentechnik.org/en/about-us/advisory-board>

Data Protection Notice for the VLOG Agreement:

The document entitled "Data Protection Notice for the VLOG Agreement", as amended from time to time, governs the processing of personal data in connection with the Standard Usage Agreement concluded with VLOG. It is available on the Internet at <https://www.ohnegentechnik.org/data-protection-notice> and can be printed out. Upon request by the Standard User the document will be provided to the Standard User in printed form.

Preamble

Whereas the VLOG Standard is a certification standard developed and managed by VLOG for safeguarding the criteria of the EGGenTDurchfG, it details the requirements for "VLOG geprüft" feed or "Ohne Gentechnik" food production and is designed to harmonise the review of process and quality assurance systems.

Whereas this Standard Usage Agreement regulates the use of the VLOG Standard by the Standard User and the Agreement and the VLOG ID which the Standard User receives under the Agreement are prerequisites for the issuance of a certificate according to the VLOG Standard by a VLOG-recognised certification body.

Now, therefore, the Parties agree as follows:

Section 1 Subject matter of the Agreement

- (1) The VLOG Standard (**Annex 2**), which is available online at <https://www.ohnegentechnik.org/en/for-businesses/standards/the-vlog-standard>, is an integral part of this Agreement.
- (2) Upon the signing of this Agreement, VLOG grants the Standard User a simple, revocable, non-transferable and non-sublicensable right to use the VLOG Standard for the purpose of certification according to the VLOG Standard in accordance with the following Terms of Use. Only during the

period of validity of a granted VLOG certificate and only in connection with the products, product groups and services covered by the certificate will the Standard User be entitled to identify itself as “VLOG certified” or to identify the products, product groups and services it offers or places on the market for business purposes as “VLOG” (for food) and “VLOG geprüft” (for feed), i.e., to use the “VLOG” word certification mark (Registration No. 018738019) or “VLOG geprüft” word certification mark (Registration No. 018737474) as described. Labelling is to be done in accordance with the VLOG Standard, e.g., on the Standard User’s bills of lading.

- (3) However, this Agreement does not authorise the Standard User to use the figurative marks “Ohne GenTechnik” (for food) or “VLOG geprüft” (for feed), which are owned by VLOG, or to use a similar pictorial representation of the relevant seal. A separate, fee-based Licence Agreement is required to use these marks. VLOG will gladly provide more detailed information regarding the content and terms of this Licence Agreement to any interested parties.
- (4) The conclusion of a Standard Usage Agreement with VLOG is clearly identifiable through the **VLOG ID**. The VLOG ID is part of the VLOG certificate, which is issued by a VLOG-recognised certification body selected by the Standard User, following successful certification.
- (5) The Standard User shall receive the following VLOG ID (issued by VLOG): _____

Section 2 Obligations of the Standard User/Meeting of Requirements

During the VLOG certificate’s period of validity, the Standard User agrees to meet the requirements of the VLOG Standard for all food, feed and services included in the VLOG certification.

Section 3 Audits and Authorisation/Authorisation Obligation

- (1) The Standard User agrees to audits and samplings at all businesses/sites covered by certification, which shall be conducted by VLOG or third parties engaged by VLOG in accordance with the VLOG Standard (**verification audit**). Sentence 1 applies regardless of the type of certification (individual/group certification¹/matrix certification) and regardless of which activities subject to certification are involved. The Standard User shall contractually regulate this with the businesses covered by the certification. The Standard User authorises VLOG to make available to the certification bodies involved in the audits any audit and test results of the audits according to sentence 1 as well as the correspondence with the Standard User arising from this. All measures imposed following an audit must be implemented within the prescribed period. The Standard User is to be informed of the measures in writing, in electronic form or in text form (e.g. e-mail). In the case of the verification audit, the costs of the audits are set forth in the VLOG Fee Schedule (**Annex 3**).
- (2) Furthermore, the Standard User shall submit to VLOG upon first request any results of tests in connection with the VLOG certification that the Standard User has commissioned and shall inform VLOG of any implemented measures. VLOG shall prescribe the form of transmission. Upon request, the Standard User shall also provide VLOG with any other certification-specific documents within

¹ The verification audit as part of group certification includes the group organiser and the group members.

the scope of the VLOG certification. The documents requested by VLOG must arrive at the VLOG head office in German or English within **twelve business days**.

- (3) The Standard User hereby authorises VLOG to obtain the facility description prepared by the certification body commissioned by the Standard User in connection with the VLOG certification, including all obligatory annexes or group or matrix descriptions, current checklist, certificate including annexes and test results (including those for the incorporated sites and group members designated in Annex 1). In the event that the Standard User is the matrix organiser, this authorisation shall also comprise certification-specific documents and results with respect to the businesses/sites of the matrix members.
- (4) VLOG is entitled to inform other VLOG-recognised certification bodies if the Standard User does not adequately fulfil its obligation regarding compliance with the VLOG Standard.
- (5) The Standard User hereby authorises VLOG to obtain from the laboratory engaged by the Standard User any anonymised results from tests commissioned in connection with the VLOG certification. VLOG shall prescribe the form of transmission. VLOG shall obtain the following:
- information regarding conformity (permissibility) for “Ohne Gentechnik” production
- or
- information regarding non-conformity (impermissibility) for “Ohne Gentechnik” production. VLOG shall obtain the event-specific test results for samples classified as impermissible.
- or
- information regarding the lack of significance of the tested samples.
- (6) The Standard User shall ensure that the certification body it engages is authorised to promptly notify VLOG when the agreement with the Standard User regarding audits according to the VLOG Standard expires or is terminated.

Section 4 Contract Term/Termination of the Agreement

- (1) The Agreement is concluded for an indefinite term. Each Party may terminate the Agreement at the end of the year without giving any reasons, by giving 3 months' notice.
- (2) The right of extraordinary termination for cause shall remain unaffected.
- (3) Cause exists in particular, if the Standard User
- no longer meets the requirements according to Section 2 for the conclusion of the Agreement, or
 - fails to provide payment in full for an invoice for a contractual penalty or audit costs, including late payment costs, within twelve business days of receiving the second warning notice, or
 - wilfully or by gross negligence provides untruthful information to VLOG or the certification body or

- wilfully, by gross negligence or repeatedly violates this Agreement.
- (4) Depletion deadlines for products, product groups and services under Section 1 Paragraph (2) that were produced and lawfully labelled before the end of the contractual relationship shall be individually agreed upon. In general, if there is no proof that the VLOG Standard has been met with respect to individual products, product groups and services, no depletion deadlines shall be granted.

Section 5 User fee

The fee for the use of the VLOG Standard is set forth in **Section B** of the VLOG Fee Schedule (Annex 3). Sections A and B of the Fee Schedule are integral parts of this Agreement and are available on the Internet at <https://www.ohnegentechnik.org/vlog-fee-schedule>.

Section 6 Liability

- (1) The Standard User is obligated to indemnify internally or, respectively, compensate VLOG from all third-party claims that are based on an infringement of a right in connection with the use of the VLOG Standard. The liability indemnification shall also apply to product liability claims. Furthermore, the Standard User shall reimburse VLOG for any costs incurred by VLOG through a corresponding legal defence.
- (2) VLOG is aware of no third-party rights that would prevent the Standard User from using the marks, if affected, within the scope of the rights granted. However, VLOG expressly excludes any warranty that such rights do not exist.
- (3) Beyond the foregoing, VLOG gives no warranty – unless otherwise indicated by the general liability provisions of Section 7 of this Agreement. This shall apply, but not exclusively, to the following:
- (a) non-compliance with the VLOG Standard by the Standard User and any resulting assertion of claims by third parties (e.g., purchasers of the Standard User's products, product groups or services);
 - (b) the activities of the certification bodies
 - (c) the legal feasibility of the VLOG Standard in an individual case (e.g., due to mandatory requirements of labour law) and
 - (d) faulty statements in the VLOG Standard.
- (4) Only the responsible food business operator under Art. 8 (1) LMIV or the feed business operator within the meaning of Art. 12 FMVV shall be responsible for compliance with food and/or feed laws.

Section 7 Other liability

- (1) VLOG shall be liable for the breach of contractual and non-contractual obligations in accordance with the provisions of law, unless otherwise provided in this Agreement, including the following provisions.
- (2) Within the scope of fault liability, VLOG shall be liable for damages only in the case of wrongful intent and gross negligence. For simple negligence, VLOG shall only be liable in accordance with the provisions of law, subject to a more lenient standard of liability (e.g., for care in its own affairs),
 - (a) for damages due to loss of life, bodily injury or impairment of health,
 - (b) for damages for a not insignificant breach of a cardinal contractual obligation (an obligation, the fulfilment of which enables the proper performance of the Agreement in the first place and on compliance with which the Standard User regularly relies and may rely); however, in this case, VLOG's liability shall be limited to compensation for foreseeable, typically occurring losses.
- (3) The limitations on liability under Section 7 Paragraph (2) of this Agreement shall also apply to breaches of duty by or for the benefit of persons for whose fault VLOG is responsible under the provisions of law (e.g., members of governing bodies or employees of VLOG). They shall not apply to the extent that VLOG acts fraudulently or has given a guarantee.

Section 8 Penalties

- (1) In the event of violations under this agreement, the Standard User is obligated to pay an appropriate contractual penalty. The contractual penalty shall be calculated based on the seriousness of the violation and the Standard User's total annual revenue.
- (2) The VLOG Business Office shall evaluate the violations. The VLOG Advisory Board shall make decisions on complaints about the evaluation of violations. VLOG shall also obligate the members of its Advisory Board to treat any events brought to their attention confidentially.
- (3) Violations are categorised into the following classes:

Amount of contractual penalty	Total Annual Revenue in Million Euros			
	< 1	> 1 < 50	> 50 < 500	> 500
Minor violation	Max. 50 €	Max. 250 €	Max. 1,000 €	Max. 2,500 €
Significant violation	Max. 100 €	Max. 500 €	Max. 2,000 €	Max. 5,000 €
Major violation	Max. 200 €	Max. 1,000 €	Max. 4,000 €	Max. 10,000 €

- (a) A minor violation may occur, e.g., if the Standard User fails to inform VLOG of the newly commissioned certification body when it changes certification bodies.
- (b) A significant violation, for example, may be the refusal of access to the business premises of the Standard User or those of one of its system partners by VLOG staff or one of its

agents who can identify themselves and want to enter the premises for audits mentioned in Section 3 Paragraph (1). Another significant violation would be the use of the “Ohne GenTechnik” or “VLOG geprüft” figurative marks, which are owned by VLOG, or a similar pictorial representation of the relevant seal (see Section 1 Paragraph (3) of this Agreement) without first concluding a separate Licence Agreement.

- (c) A major violation, for example, would be if a significant violation is repeated.
- (4) If there is a Licence Agreement between Standard User and VLOG for the use of the “Ohne GenTechnik” seal or the “VLOG geprüft” seal that includes provisions about a contractual penalty for use contrary to the Agreement, a contractual penalty shall only be paid once for a violation. VLOG is free to decide which agreement shall be used to calculate the contractual penalty.

Section 9 Reservation of the right to make amendments

- (1) VLOG shall be entitled to amend the provisions of this Agreement, the Master Data Sheet, the VLOG Standard, the VLOG-Fee Schedule and the document entitled “Data Protection Notice for the VLOG Agreement” with six weeks’ advance notice and the VLOG Standard with 15 weeks’ advance notice, if it becomes apparent that certain provisions are no longer practicable or if legal requirements, changes in the case law of the highest courts, changes in market conditions, the removal of interpretation ambiguities or the assurance of compliance with the criteria of the VLOG Standard require such a change. This also comprises the creation of a separate penalty log. The respective change will be announced to the Standard User in writing, in electronic form or in text form (e.g. e-mail). The Standard User shall be expressly notified that the respective change becomes part of the Standard User Agreement between the parties if the Standard User does not oppose it in writing, in electronic form or in text form (e.g. e-mail) within six weeks or, in the case of the VLOG Standard, within 15 weeks from the time the change is announced. If the amended version of the VLOG Standard provides for a longer transition period, it shall apply *mutatis mutandis*. The VLOG Standard expert group will be consulted before any changes to the VLOG Standard are made.
- (2) If the Standard User does oppose the amendment, each Party shall have the right to terminate the Agreement effective at the end of a calendar month by giving three months’ notice in advance. The Agreement will be continued in the then existing version until its expiration. In addition, the Parties shall come to an agreement on a reasonable depletion deadline for the products, product groups and services labelled up until the date of termination which have been labelled with the “VLOG” (for food) or “VLOG geprüft” (for feed) word certification marks in accordance with Section 1 Paragraph (2) of this Agreement.

Section 10 Rescission of previous agreements

With the signing of this Standard Usage Agreement, all previous contractual agreements between the Standard User and VLOG regarding the use of the VLOG Standard are rescinded.

Section 11 Transmission of data, consent, data protection

- (1) The transmission of data by the Standard User and by the certification bodies to VLOG shall occur via a software program supplied by VLOG. The data will be processed using this software.
- (2) With its signature, the Standard User agrees to the processing of data, particularly through data transfer to VLOG and electronic data transfer between VLOG and the recognised certification bodies and recognised testing laboratories and to publication of the following data:
 - a. certificates indicating the name of the certificate holder, the address of the principal business and the sites, the VLOG ID, the official approval number, the stage, sub-stage, area of application and period of validity, the audit date, certification date, audit report number and certificate number,
 - b. company name, company address,
 - c. the audit documents (facility/group/matrix description/checklists, including annexes)
 - d. and the test results.

Publication shall be either

- in a database accessible to the public (a.-b.)

or

- in statistics in an anonymised and aggregated form (a.-d.).

- (3) The approval of the publication of audit documents and test results expressly applies only and to the extent that they are published in anonymised and aggregated form. In particular, these data and results may only be used in their totality and without data relating to the business, so that no conclusions can be drawn with respect to the individual business.
- (4) VLOG is obligated to handle the transmitted data confidentially. **Annex 4** ("Data Protection Notice for the VLOG Agreement"), which is available on the Internet at <https://www.ohnegentechnik.org/data-protection-notice>, is an integral part of this Agreement.
- (5) If the Standard User breaches the obligation to obtain a data release statement set forth in Chapter F 3.2.1 of the VLOG Standard (group certification in agriculture for the poultry-eggs area of application) and thereby damages VLOG, the Standard User must pay compensation in this regard.
- (6) The general data protection provisions of the European Union apply.

Section 12 Other Obligations of the Standard User

- (1) The Standard User shall be obliged
 - before changing the certification body it commissioned or
 - before commissioning an additional certification body

to notify VLOG of this in writing, in electronic form or in text form (e.g., by e-mail) and of the newly commissioned certification body and the commencement of the audit agreement, on its own initiative.

- (2) The Standard User shall promptly inform VLOG if the agreement with the VLOG-recognised certification body regarding audits according to the VLOG Standard ends due to expiry of the agreement, termination or on other grounds.
- (3) The Standard User shall promptly notify VLOG of changes to the Master Data Sheet (e.g., new contact person, new e-mail address, change of facilities, or changes to the structure of the business) on its own initiative.

Section 13 Choice of Law, Place of Jurisdiction, Severability

- (1) Exclusively German law shall apply, to the exclusion of the conflict of laws and the UN Convention on Contracts for the International Sale of Goods (CISG).
- (2) The place of jurisdiction shall be that applying to VLOG's place of business.
- (3) The Parties agree that no oral or written supplementary agreements were concluded outside of this Agreement.
- (4) If there are gaps in the Agreement, legally valid provisions shall be deemed to have been agreed upon to fill these gaps, which the Contracting Parties would have agreed upon in the spirit of the economic objective and purpose of the Agreement if they had been aware of the gaps in the provisions.

Section 14 Annexes and Acknowledgement of Annexes

- (1) All annexes are an integral part of this Agreement.
- (2) Mailing of the following annexes is dispensed with:
 - a. Annex 2 is the VLOG Standard, which can be accessed via the link <https://www.ohnegentechnik.org/en/for-businesses/standards/the-vlog-standard>.
 - b. Annex 3 is the VLOG-Fee Schedule which can be accessed via the link, <https://www.ohnegentechnik.org/vlog-fee-schedule>.
 - c. Annex 4 is the document entitled "Data Protection Notice for the VLOG Agreement" which can be accessed via the link, <https://www.ohnegentechnik.org/data-protection-notice>.

- (3) By signing the Standard Usage Agreement, the Standard User additionally confirms that it has accessed, taken note of all the annexes and agrees with their content.

VLOG:

Place/ Date

Signature

Standard User:

Place/ Date

Signature

Annexes

Annex 1 - Master Data Sheet

[Annex 2 - VLOG Standard](#)

[Annex 3 - VLOG Fee Schedule](#)

[Annex 4 - Data Protection Notice for the VLOG Agreement](#)

Annex I: Master Data Sheet for Standard Usage Agreement

Version 5th July 2022

Please fill out this Master Data Sheet entirely. Missing or illegible information will keep us from processing your request. Fields marked with * are obligatory.

Type of request*:

- ☐ Conclusion of Standard Usage Agreement
- ☐ Single certification¹ ☐ Group certification² ☐ Matrix certification³
- ☐ Document check for agricultural micro-businesses⁴
- ☐ Subsequent site registration⁵

1. Company/Business Data

a) Name of your company/business (incl. legal form)* Address of headquarters*		
b) Legal representative of your company/business* Title <input type="checkbox"/> Ms. <input type="checkbox"/> Mr. Name* Surname* Email*		
c) Contact person for VLOG certification in your company/business* Title <input type="checkbox"/> Ms. <input type="checkbox"/> Mr. Name* Surname* Email* Phone* Fax		

¹ First registration of a company/business for the single certification according to VLOG Standard.

^{2,3} Companies that register as organisers of a group/matrix and undertake the coordination of the certification. Special case: In case of registration of several groups/matrices by one company, please contact VLOG beforehand.

⁴ E.g. less than 50 beehives, less than 10 dairy cows, less than 350 laying hens. For further information regarding document check, please contact VLOG.

⁵ For companies/businesses that have already concluded a Standard Usage Agreement with VLOG and wish to include other sites in the certification.

If **available**, please name other, legally not independent sites of your company/business below that are included in the VLOG certification.⁶

A separate agreement is to be filled out for each legally independent site.

d) Name of site* Address*	Contact person at the site* <input type="checkbox"/> see Information under 1. c) Title <input type="checkbox"/> Ms. <input type="checkbox"/> Mr. Name* Surname* Phone* Email*
VLOG-Sub-ID (to be entered by VLOG) _____	
e) Name of site* Address*	Contact person at the site* <input type="checkbox"/> see Information under 1. c) Title <input type="checkbox"/> Ms. <input type="checkbox"/> Mr. Name* Surname* Phone* Email*
VLOG-Sub-ID (to be entered by VLOG) _____	
f) Name of site* Address*	Contact person at the site* <input type="checkbox"/> see Information under 1. c) Title <input type="checkbox"/> Ms. <input type="checkbox"/> Mr. Name* Surname* Phone* Email*
VLOG-Sub-ID (to be entered by VLOG) _____	
For further sites please attach an extra list.	

2. Information about the certification body

Name of the (planned) certification body that will be carrying out the audit⁷* <div style="height: 40px; border: 1px solid black;"></div>
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⁶ All premises and buildings of a company at a postal address are considered to be a location. For example, "Bahnhofstraße 3a" or "Wiesengrund 1-5" are considered to be one address.

For group or matrix certification: please do not enter any group or matrix members; these do not receive VLOG-Sub-IDs, but must be reported to the responsible certification body by the group or matrix organiser; they are listed on a separate member list according to the VLOG Standard.

⁷ If more than one certification body is involved, please enter the respective site number (1.a), 1.b), 1.c), 1.d), ...). You must notify VLOG if the certification body changes.

I/We hereby declare the correctness of the information provided above.

Standard User:

Place/ Date

Signature

VLOG (only for subsequent site registration):

Place/ Date

Signature