

Protected Harvest Certification Manual

2018 Citrus Certification Program



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Table of Contents

Table of Contents.....	1
I. Introduction.....	2
About Protected Harvest.....	2
About Protected Harvest Citrus Certification	2
About SureHarvest.....	3
The Third-party Auditor.....	3
II. The Protected Harvest Certification Program.....	4
The Standards.....	4
PEAS (Pesticide Environmental Assessment System).....	6
Application.....	7
Management unit.....	7
Record Keeping.....	7
Fees.....	8
Self-assessment.....	8
Confidentiality	9
Audit	9
Auditor Qualifications.....	10
Certification Decisions	10
Failure to Achieve Certification.....	10
Suspension	10
Revocation.....	11
Appeals and Disputes.....	11
Voluntary Withdrawal	11
Complaints Investigation.....	12
Federal, State and Local Laws.....	12
III. Handler Certification.....	12
IV. Use of Certification.....	12
Representation of Certified Products	12
Use of the Protected Harvest Seal	12
V. Amending the Standards.....	13
Protected Harvest Process for Consideration of Revisions.....	13
Appendix A: Additional Fee Schedule.....	15
Appendix B: Definitions.....	16
Appendix C: Confidentiality Policy.....	18

I. Introduction

Welcome to the Protected Harvest Citrus Certification program! Protected Harvest welcomes new growers joining the program. This manual is meant to explain the certification process.

About Protected Harvest

Protected Harvest is a 501(c)(3) nonprofit organization in Soquel, California, with the principal mission to advance use and adoption of quantifiable sustainable agriculture standards. Protected Harvest functions first and foremost as an independent certifier, but also conducts reviews of standards developed by industry-leading organizations, to provide third-party validation and confirm they are based on sound science and designed to promote continuous improvement. The Protected Harvest Board of Directors is comprised of a diverse group of representatives from prominent environmental NGOs, agricultural experts, scientists, and marketing experts. While the staff carries out daily operations, managing the auditing and certification process, the Board of Directors provides organizational oversight and technical review of standards on an ongoing basis.

For more information about Protected Harvest, visit protectedharvest.org.

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About Protected Harvest Citrus Certification

The Protected Harvest Citrus Standards were developed by a collaboration of citrus growers and specialists and are designed to lead to measurable improvements in environmental health of the surrounding ecosystem, society-at-large, and fruit quality. The standards have been peer reviewed by scientists, academics and environmentalists. Participating growers can get their groves certified as producing sustainably-grown citrus.

The Protected Harvest program has two components: sustainable agriculture standards and Pesticide Environmental Assessment System (PEAS) that measures the environmental impact of all the pesticides, whether “organic-labeled” or “synthetic,” used in a grove during the year.

To qualify for certification a grove must achieve a minimum number of sustainable agriculture practices points based on the Protected Harvest Citrus Standards and not exceed a maximum number of pesticide impact points calculated using PEAS. Certification is awarded to an individual ranch, grove, or block on an annual basis. The Protected Harvest auditing process ensures compliance with the program.

About SureHarvest

SureHarvest is a company providing sustainability solutions for agriculture and food companies. SureHarvest is contracted by Protected Harvest to provide administration and certification software systems to Protected Harvest.

For more information, visit www.sureharvest.com or contact:

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The Third-party Auditor

To avoid conflicts of interest, roles among Protected Harvest and SureHarvest are clearly defined.

Protected Harvest is the standards owner.

Protected Harvest is the independent certifier and standards reviewer. Application fees are collected by Protected Harvest.

SureHarvest is contracted by Protected Harvest to administer the program. SureHarvest manages the online self-assessment process and general administration of the Protected Harvest program.

All audits are performed by an independent third-party auditing firm, which is qualified to do sustainable agriculture auditing of farm records, perform site visits, and issue a certification recommendation based on an applicant's compliance with the Protected Harvest Citrus Certification standards and policies. Protected Harvest has contracted Muser Consulting to ensure quality and consistency in the auditing process. As a third-party auditing firm, Muser Consulting is independent, capable, and qualified to conduct scheduled inspections of facilities undergoing Protected Harvest Citrus Certification. Muser Consulting is responsible for record review, scheduling and conducting on-site audits, and providing recommendations for certification.

Final certification decisions are made by Protected Harvest after review of the auditor's recommendation and report. Protected Harvest issues certificates.

Third-Party Auditor Contact:
Heather Muser, Ed.D.
Owner, Muser Consulting
679 Canyon Creek Way
Galt, CA 95632
muserconsulting@gmail.com
209.810.1966

II. The Protected Harvest Certification Program

The certification process spans the growing season and requires that you be familiar with several aspects of the program early on. The process follows. Please read through the whole process to ensure familiarity before applying.

The Standards

The Protected Harvest process begins with the Protected Harvest Citrus Standards. You must read and fully understand these standards before you apply for certification, since the farming practices used throughout the year must be consistent with these to gain certification. A copy of the latest standards is available at www.protectedharvest.org/certification-standards/.

The standards were developed using a collaborative process with input from flower farmers, agriculture scientists, and environmental specialists, then peer reviewed by academic experts. A final review and approval was done by the Protected Harvest Board of Directors, a body of national agriculture and environmental experts. They contain approximately 100 best management practices and techniques in the areas of Farm Management; Soil Management; Water Management; Water Quality Management; Air Quality Management; Grove Establishment; and Integrated Pest Management.

The standards come in two basic forms. One form is essentially a Yes/No question, where a "Yes" response is awarded a specified number of points. Farmers answering "No" receive no points. There are several of these in the standards. They may be listed alone (e.g., 3.4), or several may be listed together if linked by a common subject area (e.g., 2.3). In the latter version, points are accrued for any or all "Yes" answers that apply to the farm or grove and year being self-assessed.

3.4	Drift Management		
3.4.1	Drift Management Plan -- Select ONE --		
a.	A drift management plan has been developed (see citrus companion document) and training has been conducted with those responsible for application.	4	W
b.	No drift management plan and training of applicators.	0	W

2.3	Water Movement Issues -- Select ALL that apply --		
a.	If gullies are present, they have been graded, filled, planted to permanent vegetation, or grade control structures have been constructed in gullies.	3	F
b.	If a wetland area is in or adjacent to grove, buffers and setbacks are planted to grass or other permanent vegetation that filters the water as it moves off of the field.	3	F
c.	If flood or furrow irrigation is used, no tailwater leaves the farm.	4	F
d.	Active wells have been inspected for damage to the casing seal and/or grout in the last 5 years by a well driller or pump installer.	3	F
e.	Active wells have a concrete slab that extends at least 2 feet from the well in all directions, is at least 4 inches thick, and slopes away from the casing to drain water away from the well. Slab is maintained to keep animals from burrowing underneath.	2	F

The second form is a standard that deals with a specific farming practice or issue that has three or more levels. Points are awarded incrementally as one goes from the bottom level, for which one gets no points and is considered basic farming, to the top level, which requires the most to be done for that practice and gets the maximum points (e.g. 4.0).

4.0	Integrated Pest Management		
4.1	Who scouts the crop? -- Select ONE --		
a.	Independent or in-house Farm Employed PCA, with written report to grower.	4	W
b.	Dealer/Co-op Employed PCA, with written report to grower.	2	W
c.	Non-PCA scout, with written report to grower, or grower is scout and keeps records.	1	W
d.	Crop not scouted or incomplete scouting report regardless of scout qualifications.	NQ	W

Standard 4.0 also models the “non-qualifier” (NQ) type of standard. These are farming practices considered to be at such a minimum level of performance that groves should not be able to qualify for certification. That is, some standards require a minimum level of adherence or performance to retain eligibility for certification. These aspects of the standard are called "Non-Qualifier" or “Fail Chapter” components. If a grower’s practice on even one of these falls into the "Non-Qualifier" category, they fail to qualify for overall certification regardless of what they score on the other practices.

To achieve certification, you must implement enough of the practices from each chapter such that their scores add up to at least 50% of the available points and a minimum of 70% of all points across all chapters. Scores below 50% in any one chapter, even if all the other chapters are very high, disqualifies you from certification for that grove/ranch for the year.

In the Protected Harvest Citrus Companion Document, each practice standard is accompanied by a description of what is required for the auditor to see to verify that the practice was done in the production block being certified.

PEAS (Pesticide Environmental Assessment System)

The Pesticide Environmental Assessment System is a model used to attempt to quantify the environmental and human impact of the active ingredients of pesticides available for use on a crop. Using PEAS, numbers are generated for:

- the acute risks to farm workers
- dietary risks from acute and chronic exposure to people who consume the product
- acute risks to small aquatic invertebrates
- acute risks to birds
- acute risks to bees and pest natural enemies

The sum of these five numbers is called the “environmental impact unit” (EIU) score for the active ingredient. A list of current scores for active ingredients can be obtained from Protected Harvest and is provided with the standards in the application package. The same list applies to both oranges and mandarins for the San Joaquin Valley and adjoining foothills, but not to other crops or locations. **Do not use products that are not found on the list.**

If you wish to use a product that is not found on the current list, contact Protected Harvest, but understand that new products are added only occasionally. Using a product not found on the list may cause you to fail certification. If you plan to use a certain product not on the list, you must request its PEAS impact unit early to allow time to get the calculation from our outside resource.

During the year, you must list the EIUs for every pesticide application to the grove in a report along with the total EIU sum for that grove. The total score must be kept within the maximum allowed value (see below). The report must cover the 12 months prior to submission of the report. The report is due at the time of inspection. Failure to submit it at this time may delay certification being issued.

There is no required format for the EIU report, however, it must record the following information:

- the date of each application,
- the active ingredient involved,
- the number of acres to which it was applied,
- the environmental impact units for each application, and
- the mean total per acre score across all groves by species and seasonal category.

Conditions for certification

The pesticide budgets for certified operations are as follows:

The maximum Environmental Impact Unit (EIU) accumulation for California oranges or mandarins is 400 per acre.

Please note that in 2019 we are converting to PRT – the Pesticide Risk Tool developed by the IPM Institute.

Application

Once you have familiarized yourself with the standards and PEAS process, you must complete an application. The application requests information about the production blocks you wish to certify, general information about your operation, and contact information. This information will be utilized by the auditor in preparation for the audit. The application also allows you to calculate your fees.

The application form is provided in electronic format and can be submitted via email to certification@protectedharvest.org.

Once an application is received, an invoice will be sent to the applicant. Payment must be received before an application is considered complete.

Management unit

On the application, you will be asked to list the groves, blocks or ranches you wish to certify. Some organizations list blocks separately; most list whole groves or even lump adjacent groves into “ranches.” The decision is largely up to the applicant; however, the decision should be guided by the concept that each unit listed should have similar management practices. For example, since irrigation type is provided during the self-assessment, the type of irrigation across the whole unit should be the same even if different blocks use separate pumps.

SureHarvest staff will enter your production blocks into the online self-assessment platform (see below). When you log in for the first time, check to make sure the management units in your account reflect what you submitted. If it does not, contact Protected Harvest. In addition to management units each “organization” (applicant) has the ability to group management units on your application by “enterprise.” This designation is left entirely up to the applicant but is meant to provide you with another way to represent how you organize your operation. For example, if select groves are associated with separate packing houses, you may wish to list certain groves under one packing house name (“enterprise”) and other groves under another. Alternatively, you may have multiple legal entities under a parent organization and wish to lump groves accordingly. Separating units by enterprise is not necessary – if no enterprise is given, the online system will create one default enterprise with the same name as the parent organization.

Record Keeping

Documentation is critical to the process of third-party certification. During the auditing process, you will be asked to provide evidence of implementation of the practices you reported implementing in the self-assessment (see “self-assessment” below). Protected Harvest and its independent auditors do not provide exact specifications of the documentation required for most practices, to provide flexibility for growers to do what is practical for their operation. (In the case of some management plans and practices, certain items must appear in the

documentation provided.) However, guidance for the type of documentation is provided in the companion document to assist you in preparing for certification. This is an ongoing process. Please familiarize yourself with the documentation before you apply. In some cases, you will also have to work with your crop consultant, PCA, or applicator to generate the documentation, so making sure they are “on board” is important as well.

Electronic tools for documentation are available, especially in the area of pesticide records. There are commercially available software packages to manage farming operations.

For some practices and especially technologies, paper or electronic records may not be necessary if it is visible to the auditor during a visit. Photographs (digital or on paper) may be utilized at the auditor’s discretion as well.

Pesticide records will always be requested by the certification firm, to verify compliance with the PEAS requirement (see PEAS above). In some blocks or groves, the final pesticide application will not have been made at the time of the audit. For this reason, the certificate Protected Harvest will issue you may be a “conditional certificate.” The conditional certificate is contingent on the final pesticide records demonstrating compliance when submitted. The certificate can be revoked at any time if the certified unit is found to be out of compliance.

Fees

The standard certification fee for the Protected Harvest Citrus Certification Program consists of three parts:

Base certification fee:

\$3,020 for applicants in their first year of certification

\$2,400 for renewing applicants

Fee per acre of production being certified: \$2 per acre

Self-assessment

After submitting your application and fee payment, you will be sent a user name and password and a link to the online Protected Harvest self-assessment platform at citrus.protectedharvest.org. This online tool will contain a profile of your groves/ranches or blocks as you described them on your application. For each grove, the online tool allows you to select every practice in the standards that corresponds to that grove, generate a report of your total score for each chapter, and see if the score you reported is sufficient for certification (subject to verification by the auditor). The system includes a timesaving cloning tool to copy answers from grove to grove and from year to year.

Instructions for use of the online assessment platform will be provided with your user name and password, and an online webinar on how to use the platform is available if you are new to the program. Additional support is available when you need it by calling 831.477.7797.

The self-assessment is the method by which you communicate to the auditor which of the practices you have implemented in each of your groves. These are then spot checked by the auditor during the certification process. A deadline for completing the self-assessment will be given when you return your application.

Confidentiality

Protected Harvest and its contracted auditors agree that information collected during the certification process is to be considered confidential and proprietary to the applicant and 1) shall hold the same in confidence, 2) shall not use the individual grower information other than for the purposes of its certification business, and 3) shall disclose it only to its officers, directors, or employees with a specific need to know. SureHarvest will not disclose, publish or otherwise reveal any of the individual grower information received during certification to any other party whatsoever, except with the specific prior written authorization of the applicant.

Audit

Once your application and payment are received, a copy will be sent to the third-party auditor who will be verifying your compliance with the standards. You will be contacted to schedule your audit and be told whether the audit is on-site or “off-site” (a records audit).

During your first year of certification, an auditor will perform an on-site audit, which will include spot checking the production blocks and selected practices based on the information you provided in your self-assessment. In subsequent years, you will get an on-site inspection only once during any three-year period. The year will be selected by the auditor and you will be informed only after your application and payment are received. In the years you do not receive an on-site visit, you will be asked to provide three or four types of paper or electronic documentation via e-mail, fax, or postal mail to the auditor. The auditor will inform you which documents are needed and the specific production blocks they are to represent (unless they are relevant to the whole farm), and the date they are due.

You will not be informed in advance of the on-site inspection as to which production blocks or practices have been selected for on-site auditing. The person who is responsible for implementing the program on your farm must be present during this visit (and for success, must be involved in the self- assessment and application processes as well). Failure to be at the agreed-upon location at the agreed-upon time will result in additional fees. Additionally, if a second visit is required due to a lack of sufficient documentation at the time of the first visit, further fees will be required.

Additionally, each year approximately 10% of participating growers will receive a “surprise” audit visit. No more than 24-hour notice need be given for this inspection by the auditor, and inspections are assigned independently of whether the farm received an off- or on-site audit for the year.

To maintain the integrity of the program, during the auditing process the auditor may request additional documentation or other types of on-site verification if the initial spot check reveals discrepancies to the auditor or otherwise indicates that the farm may not be in compliance.

All auditors must meet a minimum qualification level and disclose that there is no conflict of interest with the applicant. Auditors are required to sign a confidentiality agreement annually to protect confidential information disclosed during the evaluation.

If you feel that the auditor assigned by the certification agency has a conflict of interest or any other issue that would prevent you from receiving an adequate evaluation, contact the Protected Harvest program for assistance. A different auditor will be obtained if necessary.

Please respond promptly to communication from the auditor. Extra time spent by the auditor on any one inspection incurs extra costs. Specifically, if the auditor does not receive response after three attempts it will be assumed the applicant is no longer interested in certification and his/her production blocks will be failed without refund of fees. If the applicant resumes communication and does wish to continue with certification, additional fees will be charged due to the additional auditor time required. See Appendix A for additional fee schedule.

Auditor Qualifications

All inspectors hired by the certification firm must have one of the following credentials:

- Bachelor's degree in Agricultural Science *and* 2 years agricultural inspection experience; or,
- A minimum of 5 years agricultural inspection experience; or,
- Successful completion of training in the Protected Harvest program approved by Protected Harvest.

Certification Decisions

Upon receiving a recommendation for certification from the independent auditor, Protected Harvest will review the audit and issue the decision to certify. Protected Harvest will then issue certificates to all citrus growers who have achieved certification. Certificates will be issued in electronic form only. The certificate is valid for the crop produced during the season for which it was issued only.

Failure to Achieve Certification

If an applicant has failed to comply with the certification standards, PEAS requirements, or documentation requirements, Protected Harvest will inform them of this status and the primary cause for the failure. The decision to grant certification is based solely on the applicant's compliance with the standard.

Suspension

Once certified, you are obliged to remain in compliance by maintaining the operational practices shown during the evaluation. If at any time Protected Harvest discovers that you have changed your procedures in such a way that you no longer can achieve a compliant score, your certification may be suspended. During suspension, you are not allowed to represent product as certified.

If the operation returns to a level of compliance, the certification may be reinstated. If no corrections are made prior to the next season, the certification expires.

Revocation

If it is determined that a certified entity is not operating in manner as depicted during the certification evaluation, the certification may be revoked.

If the auditor determines that an applicant, their consultant(s), or employee(s) willfully provide untrue information during the inspection and certification evaluation, this is grounds for revocation from the program and loss of eligibility for certification for three years.

If the operation is found to be fraudulent and not in compliance with the terms of the Grower Affidavit found in the application form, possible civil action may be taken.

Appeals and Disputes

If an applicant feels that a certification decision was made without adequate information or based on erroneous data, they are permitted to appeal the decision. The appeal must be filed with Protected Harvest within 30 days of the decision and must include:

- Name of the person submitting the appeal. No anonymous appeals will be accepted. The name of the organization or company, address, phone number, and name and title of person submitting the appeal must be included.
- A copy of the certification decision you are appealing.
- Any information and supporting documentation that confirms your claim.
- A summary of your position in 100 words or less.

Once the appeal is received by Protected Harvest, the decision will be re-evaluated. You will be notified of the results of the re-evaluation promptly.

If the decision is upheld and you still feel that your operation is within compliance of the standard, you may file a dispute with Protected Harvest. The dispute should include all the information previously provided in the appeal. The Protected Harvest Board will review the appeal and the original decision and rule on the issue. You will be notified promptly of the decision of the Board.

Voluntary Withdrawal

At any time during the application process, an applicant may voluntarily opt to withdraw their application. A partial refund may be available to applicants that are withdrawing as follows:

- Complete withdrawal prior to online self-assessment – full refund of payment.
- Complete withdrawal after self-assessment up to 5 business days prior to the scheduled on-site inspection – refund of payment minus \$500.
- Partial withdrawal (individual production block) before or during on-site inspection - 75% of the withdrawing incremental acreage assessment is refundable.
- Complete or partial withdrawal after on-site inspection - no refund is available.

Complaints Investigation

Any individual with credible information may file a complaint with Protected Harvest against a certified operation that is not operating within the requirements of the standard. All complaints must be signed and submitted with a return address. The complaints must clearly describe the area of non-compliance. Any support for the complaint must be provided. Protected Harvest staff will investigate the complaint thoroughly. The name of the individual making the complaint will remain confidential. The investigation may include an unannounced visit to the operation. A response is sent to the individual making the complaint upon completion of the investigation.

Federal, State and Local Laws

Applicants must meet all legal requirements pertaining to their operation. These may include but are not limited to record keeping, food safety, labor management, employee safety, and nutrient management. Any legal requirement that exceeds the requirements of Protected Harvest supersedes this program's authority.

III. Handler Certification

All packing houses utilizing the Protected Harvest label and/or other references to the certification program on displays or other marketing materials must utilize robust traceability procedures to track product back to certified groves. For this reason, all grower applicants are asked on their application to provide the names of all packing houses that are expected to receive fruit from the groves being certified.

IV. Use of Certification

Once certification is granted, the certified entity may represent products that are included in the scope of the certification as certified, under the restrictions of the program.

Representation of Certified Products

Participation in the Protected Harvest certification program entitles the producer or manufacturer to make a sustainable/environmental claim about the way in which its products or the ingredients in its products are grown. Both the Protected Harvest program and the producer or manufacturer of the products may make a marketing claim to the consumer of the products or to the retail purchaser of the products. The producer or manufacturer is not authorized to make any claims beyond those that the standards to which the products or the ingredients of products are certified are designed to address.

Use of the Protected Harvest Seal

Producers or manufacturers who are certified under the Protected Harvest program may affix the Protected Harvest seal to their products at the distribution or retail level. Language like the following should be used to explain the use of the seal: "This product was produced using a set of environmentally friendly practices that are approved and certified by Protected Harvest. See protectedharvest.org for more information."

The seal may be displayed in consumer marketing materials, as well as on the website of the producer or manufacturer.

V. Amending the Standards

To submit suggestions for revisions to Protected Harvest Standards, submit proposed revisions to certification@protectedharvest.org.

The person submitting proposed revisions must be identified by name. No anonymous proposals will be accepted. If submitted on behalf of an organization or company, the name of the organization or company, address, phone number, number of members, and name and title of person submitting proposed revisions must be included.

- List the standard, section number, question number, and actual text you propose to change.
- Provide the replacement language you would like to propose. New text should be in underline format, and deleted text should be indicated by strike out format.
- Provide a rationale, including the need for and intended effect of your proposed change. Supply any supporting documents or research information, including historical use.
- Include a summary of your position in 100 words or less.

Protected Harvest Process for Consideration of Revisions

It should be noted that there is a difference between a revision and a technical correction. Revisions represent substantive changes or additions to the standards that may affect the ability of an operation to comply. These can include additional requirements, changes to the allowance of practices, or any adjustments to the scoring of a certification audit. Technical corrections are changes that do not affect the intent of the standard. These include grammar and spelling corrections or terminology adjustments.

Technical corrections can be made by Protected Harvest at any time to improve the certification documents. As these do not affect the intent of the standard, no notice or phase in period is required.

Revisions require a fully transparent procedure that allows for comment from all stakeholders. It is expected that three distinct facets of industry will provide request for revisions. They are:

- Growers and program participants
- Industry groups and consumers
- Protected Harvest Board and SureHarvest

The procedure will be equivalent no matter who submits the request. The following is a step by step method for revision:

1. Written request for revision submitted to Protected Harvest. Requests must be submitted at least 6 months prior to the application month (generally January).
2. Within 30 days, Protected Harvest will create a recommendation based on the information in the request. This recommendation will be forwarded to the

- Protected Harvest Board of Directors.
3. The staff and Board will have 30 days to provide comments. Afterwards, comments will be used to create a revised recommendation.
 4. The revised recommendation is posted for comment on the Protected Harvest website for 30 days. Simultaneously, the industry group is advised of the recommendation.
 5. After the posting, within 30 days the recommendation is revised once again by staff to encompass comments and submitted to the Board of Directors of Protected Harvest for approval.
 6. Once approved, the recommendation is posted on the Protected Harvest website as a notice of change. Included is a date of implementation. The date of implementation is the date in which growers will be required to meet the new standard requirement. Prior to the implementation date, Protected Harvest must adjust all documentation effected by the change. In the case of extreme changes, the implementation date may be held off until the following season with an exploratory period in the present season. Simultaneously, the current and expected applicants will be alerted to the eminent change.

Appendix A: Additional Fee Schedule

Applications are processed in batches so that they can be assigned to an auditor based on geographic locations and size of operation. Late applications, changes to applications, changes to inspection dates, and withdrawal of production blocks cause additional scheduling and work for inspections and staff and may result in an assessment of additional fees as detailed below.

The following schedule of fees will be billed directly to the grower for additional administrative expenses, if applicable. Your efforts to submit materials on time and provide accurate information will greatly improve the efficiency of the certification process and minimize costs.

- Inspection Cancellation (with less than 48 hours' notice): \$100
- Absence at scheduled inspection (without notice of cancellation): \$200
- Exceptional auditor time required (e.g. grower was unprepared or absent at the scheduled inspection or requires additional time after failing to respond to auditor requests for documentation): \$100/hour
- Add-on production block at inspection: \$50/added production block
- Add-on production block after inspection: \$150/added production block, plus acreage fees
- Replacement Certificate: \$15
- Non-Sufficient Funds Check: \$30 each

Appendix B: Definitions

Auditor – a person retained to conduct inspections of certification applicants or certified operations.

Benchmark - a measurable data point or set of points used as a reference to track progress

Bio IPM “Biointensive Integrated Pest Management” - a systems approach to pest management that is based on an understanding of pest ecology. It begins with steps to accurately diagnose the nature and source of pest problems, and then relies on a range of preventative tactics and biological controls to keep pest populations within acceptable limits. Reduced risk pesticides are used if other tactics have not been adequately effective, as a last resort and with care to minimize risks.”

Broker - an entity that acts as an agent for others in negotiating a sales contract. A broker may or may not take legal title to the product.

Chain-of-Custody - documentation that links possession of a product from the origin to its final destination. For certification, this is often referred to as the "Audit Trail".

Crop Advisory Committee (CAC) - a committee that consists of 10 people representing producers, scientists, consumers, environmentalists, retailers, and also representatives of the local community. A SureHarvest professional will serve as an ex officio member of the CAC.

Distributor - an entity that receives packed or processed products, and sells or distributes those products to processors, other distributors, or retail stores.

Environmental Impact Units - numerical values assigned to each individual pesticide based on: acute mammalian toxicity, chronic mammalian toxicity, avian toxicity, aquatic toxicity, and toxicity to beneficial insects.

Goal - a data point on the continuum targeted for industry improvement.

Grower - an entity who engages in the business of growing or producing agricultural based products.

Handler - an entity (other than a retailer) that receives or otherwise acquires agricultural products and processes, packages, or stores such product with or without taking legal title to the product. This includes product that is cleaned and/or sorted.

Inspector - a person retained to conduct inspections of certification applicants or certified operations. Inspectors are also known as "auditors".

Packinghouse - an entity that receives raw agricultural products and packs the product for shipping.

Processor - an entity that engages in the manipulation of an agricultural product to produce a new product with a different identity from that raw input.

Quantifiable Factors - verifiable performance measures, including the adoption of sustainable agriculture practices and the reduction of pesticide use. Protected Harvest incorporates performance measures for soil and water quality, wildlife habitat, and ecosystem health. Protected Harvest certification validates the commitment of farmers and food companies to protect the environment.

Repacker - an entity that receives packed or packaged products, removes the packaging, may or may not sort the product, and repacks the product for sale in either the original packaging or different packaging.

Retailer - a business operating from an established place of business that sells food products directly to consumers.

Standard - a clear communication of the required and desired practices for a program. This also includes unambiguous information regarding the level of compliance.

Warehouse - an entity that receives and stores products, with or without taking legal title to the product or changing the nature of the product.

Appendix C: Confidentiality Policy

Protected Harvest Confidentiality Policy

THIS POLICY, is established by SureHarvest Inc. (a California C Corporation), with its principle offices located at 2901 Park Ave, Suite A2, Soquel, CA 95320 and operating on behalf of Protected Harvest (also known as Collaborative Designs and Research for Agriculture, a 501(c)(3) not-for-profit organization incorporated in the state of California), for the benefit of applicants to the Protected Harvest certification program (each individually considered and “Applicant,” below).

WHEREAS, SureHarvest will be receiving data concerning Applicant’s business activities for the purpose of a third-party audit (hereafter designated “Authorized Purpose”), which discussions will require Applicant to disclose information to SureHarvest that Applicant may deem proprietary and confidential;

WHEREAS, Applicant may wish to protect its confidential information against any unauthorized use and any unauthorized or uncontrolled disclosure;

NOW THEREFORE, in consideration of the mutual covenants contained herein, and for other good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, SureHarvest and Applicant agree as follows:

A. As used throughout this Policy, the term “Confidential Information” means information not generally known to third parties and which is proprietary to Applicant including but not limited to financing strategies, organizational strategies, technical know-how, trade secret information, financial information, unique products, prospective investor lists and strategies, farming methods, operational methods, marketing information including without limitation strategy, sales, finance and business systems and techniques, business plans, and other business affairs of Applicant. All information of Applicant that is disclosed to SureHarvest or to which SureHarvest obtains access, whether originated by SureHarvest or by the discloser or others, shall be presumed to be Confidential Information.

B. It is understood that unauthorized disclosure or use, whether intentional or unintentional, of any of the Confidential Information may be detrimental to Applicant. Accordingly, SureHarvest agrees:

1. Not to disclose to any third party the object and scope of the discussions between the parties, except as required by law or as may be necessary to enforce the terms hereof.

2. Not to use any of the Confidential Information for any purpose other than within the guidelines of the Protected Harvest program.

3. To maintain all of the Confidential Information in confidence and not to disclose any portion of the Confidential Information to any person or entity not authorized hereunder without the prior written consent of Applicant, or as detailed in section D below (Program Reports).

4. That any dissemination of Confidential Information shall be only in connection with the Protected Harvest program and shall be only to the employees, agents or affiliates of SureHarvest who have a need to know said Confidential Information in order for SureHarvest to carry out proper purposes and responsibilities related to the Protected Harvest program and who have been advised of the confidential nature of such information..

5. That some records, compositions, articles, documents and other items which contain, disclose and/or embody Confidential Information (including, without limitation, all copies, reproductions, summaries and notes of the contents thereof), regardless of the person causing the same to be in such form, may be kept by SureHarvest for the purposes of maintaining data relevant to the continued operation and historical progress of the Protected Harvest program.

C. The obligations pursuant to Section B above shall not apply to information which:

1. Is or becomes a part of the public domain through no act or omission of SureHarvest;
2. Can be shown to be already possessed by SureHarvest as of the date of disclosure;
3. Shall be made available to SureHarvest on a non-confidential basis by a third party having a right to do so;
4. Is disclosed by order of a court of competent jurisdiction; or
5. Applicant authorizes, in writing, for release.

D. Program Reports. SureHarvest may occasionally release cumulative data reflecting the performance of some combination of participant companies in the Protected Harvest program. Such data shall be restricted to information found in the certification standards and affiliated metrics, and the data points shall not be associated with individual names and/or Applicant names.

E. In the event that SureHarvest or its representatives receives a request to disclose all or any part of the Confidential Information under the terms of a valid and effective subpoena or order issued by a court of competent jurisdiction or by a governmental body, the receiving party agrees to:

1. Immediately notify Applicant of the existence, terms and circumstances surrounding such a request, so that is may seek an appropriate protective order and/or waive SureHarvest's compliance with the provisions of this Policy; and
2. If disclosure of such Confidential Information is required in the opinion of SureHarvest's counsel, to the extent possible cooperate with Applicant in obtaining reliable assurances that confidential treatment will be accorded to the disclosed Confidential Information.

F. It is further understood and agreed that no failure or delay by Applicant in exercising any right, power or privilege hereunder shall operate as a waiver thereof, nor shall any single or partial exercise thereof preclude any other or further exercise thereof or the exercise of any right, power or privilege hereunder.

G. This Policy shall be governed by and construed and interpreted in accordance with the substantive laws of the State of California. Whenever possible, each provision of this Policy shall be interpreted in such manner as to be effective and valid under applicable law, but if any provision hereof shall be prohibited by or invalid under applicable law, such provision shall be ineffective to the extent of such prohibition or invalidity, without invalidating the remainder of such provision or the remaining provisions of this Policy. All obligations of the receiving party and rights of the disclosing party expressed herein shall be in addition to, and not in limitation of, those provided by applicable law. This Policy may be modified or waived only by a separate writing by SureHarvest and Applicant expressly so modifying or waiving such. This Policy may be executed in any number of counterparts, each of which shall be an original, but all of which together shall constitute one instrument. References to Applicant and SureHarvest shall be deemed to include each of their affiliates, if any. Any disputes arising out of this Policy shall be venued in local, federal or state district courts in the County of Santa Cruz in the State of California, and each party hereby consents to the jurisdiction of such court. This Policy shall be binding upon the parties hereto and their successors and assigns.