

The contract for the consignment about attaching JAS logos
(Draft Example)

A Japanese importer certified by a Registered Certifying Body based on the provision of Article 15-2 of the Law Concerning the Standardization and Proper Labeling of Agricultural and Forestry Products (Law No. 175 in 1950) (hereinafter referred to as "The First Party") and a EU organic operator certified under the EU organic rules (hereinafter referred to as "The Second Party") shall make a contract for the consignment about attaching organic JAS logos (hereinafter referred to as "logos") to organic plants and organic processed foods of plant origin (hereinafter referred to as "organic foods") as follows:

(Businesses for the consignment)

Article 1 The First Party shall consign the following businesses (hereinafter referred to as "businesses for the consignment") to The Second Party and The Second Party shall accept these businesses.

- (i) The Second Party shall appoint a person in charge of attaching logos and ask the person to understand the types of organic foods attaching logos, the form of logos and the way of writing invoices, etc. by materials specified by The First Party.
- (ii) The Second Party shall attach logos whose form is specified by The First Party or which are sent by The First Party to the organic foods shipped to The First Party.
- (iii) The Second Party shall send invoices written with names, lot numbers, quantities and shipping dates of organic foods attaching logos to the organic foods shipped to The First Party and keep these copies.
- (iv) The Second Party shall promptly respond to inquiry about attaching logos from The First Party.

(Cost)

Article 2 The cost shall be without charge with respect to the businesses for the consignment.

(Period and renewal)

Article 3 The period of the contract shall be from DD, MM, YY to DD, MM, YY.

If The First Party or The Second Party doesn't apply three months before the expiration of the period of the contract, the contract shall automatically be extended for another year under the same conditions as the contract.

(Subcontract)

Article 4 If The Second Party needs to subcontract all the businesses for the consignment to the third party, If The Second Party needs to subcontract all the businesses for the consignment to the third party, The Second shall obtain approval from The First Party about the subcontract in advance. In addition, if The Second Party obtains approval from The First Party and subcontracts to the third party, The Second Party shall make the third party comply with the same obligations as The Second Party's and shall be fully responsible for the third party's actions.

(Confidentiality)

Article 5 The First Party and The Second Party shall not reveal the confidential information obtained through the businesses for the consignment to the third party and shall not use the information aside from the purpose of the businesses for the consignment both for the duration of the contract and thereafter.

(Liability for defect warranty)

Article 6 If there is a heavy defect in The Second Parties' implementation of the contract, The Second Party shall bear all the cost of the defect.

(Termination)

Article 7 If either of The First Party or The Second Party falls under any of following items, the other party shall terminate the contract without a formal demand or other procedures:

(i) when the Certifying Body suspends or withdraws the certification of The First Party or The Second Party,

- (ii) when either of The First Party or The Second Party violates the contract and doesn't exhibit appropriate behavior after a formal demand for some significant period of time,
- (iii) when there is a heavy issue which makes continuation of the contract difficult like a heavy defection to the other party.

(Discussion)

Article 8 Any issue regarding matters not specified in the contract or the interpretation of the terms and conditions of the contract, etc. shall be resolved by discussions between The First Party and The Second Party.

As evidence of the content of this Agreement, two original copies shall be created and The First Party and The Second Party shall retain one.

XX, XX, 2013

The First Party	Address Company Name Representative Name
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The Second Party	Address Company Name Representative Name
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This contract is merely one example. It's effective that on the contract enter the following items. EU certified operators who will make the contract for the consigning can attach logos as appropriately as JAS current certified importers can attach logos.