

MPS-Governance

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In case of doubt or ambiguity, the Dutch version of the certification standard prevails.

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1. Scope

This document describes the method by which Stichting MPS manages its sector certification standards. It relates to the following standard:

- MPS-ABC
- MPS-Quality
- MPS-SQ

2. Ownership

The MPS certification standards are owned by Stichting MPS.

3. Scope of application of MPS standards

The MPS certification standards apply to companies that operate in the agricultural sector, namely:

- Producers (agricultural products, potting compost, etc.)
- Auctions
- Dealers

4. Participant

A participant is a company that operates in the agricultural sector and to which MPS certification standards apply.

Participants can be certified under one or more MPS certification standards. For this purpose, they can enter into a certification agreement with a certification body licensed by Stichting MPS. Each participant is allocated an MPS number.

If the participant has an auction number, it must notify the certification body or Stichting MPS of the number, which will then be recorded in the contract between the participant and the certification body. The participant must notify the certification body of any changes within three working days. More than one auction number can accompany each MPS number.

5. Certification Body

Certification bodies that wish to provide certification services under the MPS certification standards can enter into a licence with Stichting MPS.

Audits and assessments performed under MPS certification standards may only be carried out by auditors who meet the MPS qualification requirements and work for a certification body licensed by Stichting MPS.

Stichting MPS sets the conditions of the licence and auditor qualification requirements. Stichting MPS also sets the audit time for the MPS certification standards.

6. Fees

- a) A fee is charged for the licence for a certification body. Stichting MPS invoices the certification body for the costs involved.
- b) A fee is charged for participation in MPS standards. The participant receives an invoice for the costs involved either from Stichting MPS or from the Certification Body on Stichting MPS's behalf, based on the signed certification agreement.
- c) Participation and licence fees are set by Stichting MPS.

7. Modifications

- a) The Stichting MPS Board is, on the recommendations of the Council of Experts, entitled to modify the MPS certification standard requirements and relevant rules. Participants are informed of such modifications by or on behalf of the Stichting MPS Board.
- b) Participants are notified of modifications to the MPS certification standard as long as they are registered as a participant in the standard concerned.
- c) The MPS Board sets a realistic transition period within which participants can make any necessary adjustments and implement the modified requirements.
- d) If a participant is unable to meet the modified certification requirements after the transition period, this may mean that its certification cannot be continued under the new requirements.
- e) Should the legislation, conditions, rules or guidelines referred to in this MPS certification standard and relevant regulations be modified, the new versions thereof will apply as of the date set by the MPS Board.

8. Dispensation

- a) By way of exception, the CEO of MPS may grant a temporary dispensation to an individual participant of an MPS certification standard.
- b) The dispensation may relate to one or more conditions or obligations of an MPS certification standard.
- c) It cannot relate to or contradict any statutory requirements.
- d) Restrictions, conditions and guidelines may be attached to the dispensation and to the certificate awarded partly on the grounds of the dispensation.
- e) The dispensation is set out in writing and sent to the participant in question and to the certification body for information. The participant must keep the dispensation in a safe place and make it available for inspection during any checks.
- f) The certification body checks the participant's compliance with the conditions of the dispensation.

9. Use of the collective MPS trademark

- a) Stichting MPS grants non-exclusive use of its vignette to growers of agricultural products who meet all the requirements of one or more MPS certification standards.
- b) Growers may use the uniform MPS vignette containing the participant's unique MPS number.
- c) Conditions for the use of the uniform MPS-vignette are set out in the document 'Instructions for use of the uniform MPS vignette' and can be downloaded from www.my-mps.com.
- d) The certification body ensures the correct use and application of the MPS vignette in the wholesale channel. Spot checks are carried out on this on an annual basis.

10. Sanctions

If the participant fails to meet its obligations under the certification standard, the sanction arrangements of Stichting MPS and/or the certification body will come into effect.

11. Liability

- a) Stichting MPS cannot accept any liability whatsoever for any loss or damage, of any form, incurred by applicants, participants, certification bodies or third parties arising from or in connection with the implementation of the certification standard. Participants must indemnify Stichting MPS against any claims from third parties.
- b) The use of Stichting MPS IT applications (including the website and the customer portal) is entirely at the participant's risk. Stichting MPS cannot accept any liability whatsoever for malfunctions in the operation of its IT applications of any nature whatsoever or for any losses or damage suffered by and/or claims against the participant resulting from the malfunctioning of MPS's IT applications unless there is evidence of wilful recklessness or intent on the part of Stichting MPS and/or its employees.
- c) Participants must indemnify Stichting MPS against any third-party claims, including in particular from customers of theirs to whom they have given access to their specific product data or other information via MPS's IT applications.
- d) Stichting MPS makes every effort to keep the content of its website/customer portal up-to-date and therefore to represent the classifications of the participants and their products as accurately as possible. Despite this care and attention, it is possible that the website may be incomplete or contain inaccurate information. Stichting MPS accepts no liability for this regardless of the nature of the loss or damage.

12. Publication

- a) A copy of the certification standard can be downloaded from www.my-mps.com.
- b) Stichting MPS publishes an up-to-date list of MPS participants (certified companies) on its website www.my-mps.com, www.volgjebloemofplant.nl.

- c) Stichting MPS publishes an up-to-date list of designated certification bodies via its website.
- d) Stichting MPS notifies the auctions of participants' current qualifications.
- e) The Dutch text of these conditions is decisive for the interpretation thereof.
- f) MPS is entitled to process (or commission others to process), analyze and use the information supplied by the participant for the purpose of calculating overall figures, group figures (= more than 10 individual companies), etc. The Board of MPS will determine the manner in which and the relevant objectives for which these figures will then be published.

13. Grouplabel

The MPS-Group label makes it possible for a group of companies, for example in a growers' association or a cooperative, to show one joint status in the form of a label. To be eligible for the MPS-Group label, the requirements of the MPS-Group label must be met and the agreement for participation in the MPS-Group label must be signed. More information about the MPS-Group label can be found at www.my-mps.com.

14. Applicable law

These conditions and any disputes resulting from or connected with them are governed exclusively by Dutch law.