

*The United States Composting Council*

**Certification Program for  
Seal of Testing Assurance  
Program Rules**

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**ACKNOWLEDGEMENT OF AND  
AGREEMENT TO PROGRAM RULES**

[PARTICIPANT], through its duly authorized representative signing below, hereby acknowledges and agrees to be bound by the terms and conditions of these Program Rules with respect to its Compost Product that has been certified in accordance with these Program Rules.

[PARTICIPANT\_\_\_\_\_]

Signed: \_\_\_\_\_

Name: \_\_\_\_\_

Title: \_\_\_\_\_

Date: \_\_\_\_\_

## Table of Contents

I.	<u>SCOPE AND GOALS</u> .....	1
II.	<u>DEFINITIONS</u> .....	1
III.	<u>CRITERIA FOR ISSUANCE OF A CERTIFICATE</u> .....	2
IV.	<u>APPLICATION REQUIREMENTS AND REVIEW PROCEDURES</u> .....	3
	A. <u>Application Requirements For a Compost Product That Has Not Been Previously Certified</u> .....	3
	B. <u>Application Requirements For a Compost Product That Has Been Previously Certified (Application for a Derivative Certificate)</u> .....	5
	C. <u>Review of Application</u> .....	6
	D. <u>Approval or Rejection of the Application by Program Manager</u> .....	7
V.	<u>APPEAL OF APPLICATION DENIAL</u> .....	7
	A. <u>Right of Appeal</u> .....	7
	B. <u>Appeal Procedure</u> .....	7
VI.	<u>CERTIFICATE</u> .....	8
	A. <u>Issuance and Effect of Certificate</u> .....	8
	B. <u>Transfer of Certificate</u> .....	8
	C. <u>Term of Certificate and License</u> .....	9
	D. <u>Early Termination of a Certificate or License</u> .....	9
VII.	<u>LICENSEE DUTIES</u> .....	10
	A. <u>Proper Use of Logo and Compost Product Labeling</u> .....	10
	B. <u>Periodic Sampling, Testing and Reporting</u> .....	13
	C. <u>Response to Requests for Test Results</u> .....	13
	D. <u>Annual Certification of Compliance and Information Submittals by the Licensee</u> .....	13
VIII.	<u>INVESTIGATIONS</u> .....	13
	A. <u>Compliance Verification Review by USCC</u> .....	13
	B. <u>Investigation of Third-Party Complaints</u> .....	14
IX.	<u>GENERAL GUIDELINES FOR REVIEWS AND INVESTIGATIONS</u> .....	15
	A. <u>Documentation</u> .....	15
	B. <u>Conflict of Interest</u> .....	15
	C. <u>Withdrawal</u> .....	16
	D. <u>Confidentiality</u> .....	16
X.	<u>GENERAL PROVISIONS</u> .....	17
	A. <u>Revisions</u> .....	17
	B. <u>Fees</u> .....	17
	C. <u>Waiver of Potential Causes of Action</u> .....	17
	D. <u>Indemnification</u> .....	17
XI.	<u>APPROVED LABORATORIES</u> .....	17

<u>A.</u>	<u>Conditions for Approval</u> .....	17
<u>B.</u>	<u>List of Approved Laboratories</u> .....	18

List of Appendices

Appendix A	Specified Sampling Procedures; Specified Test Methods
Appendix B	Form for Certificate
Appendix C	Certification Program Logo and Accompanying Text
Appendix D	Form for Logo Use Agreement Between the United States Composting Council and Program Participant
Appendix E	Schedule of Program Application and License Fees
Appendix F-1	Application Form: Compost Product Not Previously Certified
Appendix F-2	Application Form: Previously Certified Compost Product
Appendix G	Form of Approved Laboratory Certification Letter <i>(for use by compost testing labs ONLY, not for STA compost production facilities)</i>
Appendix H	Form of Compost Technical Data Sheet

## I. SCOPE AND GOALS

This certification program, adopted by the United States Composting Council (the “USCC”) and entitled “Certification Program for Seal of Testing Assurance” (“Certification Program”), applies to compost products for which an application for certification is made and approved and for which a license to mark such products with the Logo is sought and granted. The USCC shall administer the Certification Program and assist with its promotion.

The goal of the Certification Program is to certify that compost products have been sampled and tested in accordance with certain methods specified in **Appendix A**, obtained from The Test Methods for the Examination of Compost and Composting© (02.01 Field Sampling of Compost Materials, 02.01-B, Selection of Sampling Locations for Windrows and Piles, Chapter 2 Sample Collection and Laboratory Preparation), as may be amended from time to time. The Certification Program also is intended to provide additional information to consumers and others through product labeling requirements as discussed below.

A compost producer who samples and tests its compost product in accordance with the specified procedures, properly labels the product, successfully applies to the USCC for certification, and otherwise is in compliance with these Program Rules shall be authorized to use the Logo on such product, subject to the terms and conditions set forth in a Logo Use Agreement between such party and the USCC.

The Certification Program is not, and is not intended to be, a substitute for any federal, state or local regulations or other legal requirements that may apply to the sampling, testing, labeling, marketing, or use of compost products. The obligation to comply with any such requirements remains with the program participants, and not the USCC.

The Certification Program may be revised, from time to time, by the USCC in accordance with the procedures discussed in Section X below.

## II. DEFINITIONS

For the purpose of this Certification Program, the following definitions shall apply:

**Applicant:** A party or entity which manufactures a Compost Product and which seeks certification of the Compost Product in accordance with the Certification Program.

**Approved Laboratory:** A laboratory that has certified in writing to USCC that it is capable of satisfactorily completing tests on Compost Products in accordance with the Specified Test Methods, and that otherwise meets the criteria in Section XI below.

**Certificate:** A document issued by the USCC to an Applicant whose Compost Product has been determined to be in compliance with this Certification Program. The Certificate shall be substantially in the form as attached in **Appendix B**. As used in these Program Rules, the term “Certificate” shall include a Derivative Certificate, unless plainly indicated otherwise.

**Compost Product:** The term “Compost Product” shall include any of the following:

1. An item, material or finished article sold in commerce that meets all of the following criteria: (a) is the product resulting from the controlled biological decomposition of organic material that has been (i) sanitized through the generation of heat and Processes to Further Reduce Pathogens (PFRP), as defined by the Code of Federal Regulations Title 40, Part 503, Appendix B, Section B, and (ii) stabilized to the point that it is beneficial to plant growth, (b) bears little physical resemblance to the raw material from which it originated; and (c) is an organic matter source that has the unique ability to improve the chemical, physical, and biological characteristics of soils or growing media;
2. Vermicompost/worm castings (worm manure) for which all feedstocks have been composted prior to it being fed to the worms and which meets PFRP;
3. Digestate (materials anaerobically digested) that has been composted after removal from the digester and meets PFRP; or
4. Any other substance that undergoes composting and is similar to Compost Product in appearance, application and performance.

**Conflict of Interest:** “Conflict of Interest” shall have the meaning given to such term in Section IX.B of these Program Rules.

**Derivative Certificate:** A Certificate issued on the basis of an application filed in accordance with Section IV.B of these Program Rules.

**Licensee:** A party whose Compost Product has been certified pursuant to this Certification Program, and who has executed a Logo Use Agreement with the USCC.

**Logo:** The symbol which will be licensed by the USCC to Licensees for use on Compost Products which have been certified in accordance with this Certification Program. A copy of the Logo is attached as **Appendix C**.

**Logo Use Agreement:** Agreement between the USCC and a Licensee whereby the Licensee is authorized to use the Logo on a certified Compost Product, subject to certain terms. The Logo Use Agreement shall be in substantially the form as attached in **Appendix D**.

**Program Manager:** The person authorized by the USCC to administer this certification program.

**Specified Sampling Procedures:** The procedures for sampling compost products as identified in **Appendix A**.

**Specified Test Methods:** The analytical methods for the parameters (compost characteristics) for which testing is required under the program, as identified in **Appendix A**.

### **III. CRITERIA FOR ISSUANCE OF A CERTIFICATE**

The USCC will issue a Certificate to an Applicant for a Compost Product if it is determined, pursuant to the procedures set forth below, that all of the following criteria are met:

- A. The Compost Product meets the Application Requirements set forth in Section IV.A and is in continuing compliance with these Program Rules;
- B. The Applicant has paid the USCC all applicable fees set forth in **Appendix E**;
- C. The Applicant has executed a Logo Use Agreement with the USCC; and
- D. The Applicant has acknowledged and agreed to these Program Rules in writing, executed by its duly authorized representative.

#### **IV. APPLICATION REQUIREMENTS AND REVIEW PROCEDURES**

##### **A. Application Requirements for a Compost Product That Has Not Been Previously Certified**

To initiate an application for certification of a Compost Product for which a Certificate has not previously been issued in accordance with these Program Rules, an Applicant shall submit the following material to the USCC using the application form provided in **Appendix F-1**:

- 1. The following information and materials regarding the Compost Product:
  - a. A description of the Compost Product;
  - b. A representative sample of the Compost Product;
  - c. A listing and description of the feedstocks used to produce the Compost Product;
  - d. The amount of the Compost Product produced and marketed (or distributed to other parties) by the Applicant during the last full calendar year, or estimated current year's production, whichever is greater;
  - e. Confirmation that representative samples of the Compost Product were obtained pursuant to the Specified Sampling Procedures for purposes of testing;
  - f. A completed Compost Technical Data Sheet (CTDS) (form provided in **Appendix H**) that provides the results of analyses conducted on such samples by an Approved Laboratory pursuant to the Specified Test Methods, together with a copy of the original laboratory reports for such analyses. The CTDS must also identify the compost producer, brand name and telephone number. The CTDS must be sent directly from an approved STA lab to the Program Manager;
  - g. Product use directions that provide specific application rate information using either volumetric or depth directions (e.g., use 25% compost by volume in a potting mix; e.g., apply 2" of compost to planting bed and incorporate before planting). Product use directions and feedstock

description may be provided as separate document(s) (product literature, pamphlets, etc.) submitted with the CTDS;

- h. A copy of the composting facility operating permit demonstrating that the facility is currently permitted.
2. Confirmation by the Applicant that the Compost Product:
- a. Meets and will continue to meet the standards set forth in the Code of Federal Regulations (C.F.R.), Title 40, Section 503.13 (Table 3 – Pollutant Concentrations) and Title 40, Part 503, Appendix B, Section B (Processes to Further Reduce Pathogens (PFRP)), whether or not the Compost Product is subject to these regulations; and
  - b. Otherwise complies, and will continue to comply, with any federal, state or local regulations to which the Compost Product is subject, or to which the Applicant is subject with respect to the Compost Product;
  - c. Was and will continue to be produced at a composting facility physically located in North America (United States, Canada or Mexico) and that complies with all federal, state and/or local regulations applicable by virtue of the production of the Compost Product.
  - d. Is distributed and will continue to be distributed through facilities and processes that comply with all federal, state and/or local regulations applicable by virtue of the distribution of the Compost Product
3. Commitment by the Applicant that the Applicant will:
- a. Sample the Compost Product in accordance with the Specified Sampling Procedures, and have an Approved Laboratory test the Compost Product in accordance with the Specified Test Methods on the following frequency, according to the annual production volume of the Compost Product:

<b>Annual Production (wet tons)</b>	<b>Frequency of Testing [see Notes below]</b>
1 - 6,200 tons	1 per quarter
6,201 - 17,500 tons	1 per two (2) months
17,501 tons and above	1 per month

*Note 1: A Compost Product produced only from manure, food residuals and/or yard trimmings may be tested for pathogens and trace metals at half the frequency provided above. For a Compost Product produced from other feedstocks, the frequency of testing for pathogens and trace metals may be reduced to half the frequency provided above upon demonstration by the Licensee to the Program Manager and Technical Review Committee (described in Section V below) that (a) the source and character of the feedstock is consistent, and (b) test results for pathogens and trace metals have been consistently below applicable limits.*

*Note 2: Federal, state or local regulations may require other or more frequent testing. The Applicant or Licensee is responsible for compliance with any such requirements.*

- b. Report the results of such periodic testing to the Program Manager, within thirty (30) days of the end of the relevant testing period (*i.e.*, within 30 days of the end of the quarter/two months/month period), by submitting an updated Compost Technical Data Sheet together with a copy of the original laboratory reports for such analyses; and

*Note: Such updated Compost Technical Data Sheets and reports may be submitted directly by the Approved Laboratory to the Program Manager, if the Applicant or Licensee so chooses.*

- c. Label the Compost Product as provided below in Section VII.A, and otherwise comply with these Program Rules;
4. Information regarding any judgment, order, consent order or other such finding issued in the three (3) years immediately preceding submission of the application by a judicial or administrative authority with appropriate jurisdiction that:
    - a. The Applicant, or any of its officers, directors, principal employees, or owners, is in violation of any federal, state or local regulations regarding unfair business practices, or has been found liable for any unfair business practices; or
    - b. The Applicant is in violation of any federal, state or local regulations to which the Compost Product is subject, or to which the Applicant is subject with respect to the Compost Product;
  5. Such other information as required by the application form; and
  6. Payment of the applicable fees, as set forth in **Appendix E**.

**B. Application Requirements for a Compost Product That Has Been Previously Certified (Application for a Derivative Certificate)**

For a Compost Product for which a Certificate has previously been issued to another party and is currently effective, an entity other than the Licensee who produced the certified Compost Product may apply for a Derivative Certificate to blend, package, resell, and/or otherwise distribute the Compost Product under another product name. An Applicant for a Derivative Certificate may, at its option, submit the following information to the USCC using the application form provided in **Appendix F-2**, instead of complying with prior subsection IV.A.

1. A copy of the application form submitted by the Licensee that obtained the original Certificate for the Compost Product;
2. A copy of such Certificate;

3. A statement, signed by a corporate officer or other senior management official of the Licensee that the Compost Product as sold or otherwise conveyed to the present Applicant is identical to the certified Compost Product;
4. The name under which the Compost Product or blended Compost Product will be sold or otherwise distributed;
5. Commitment by the present Applicant that:
  - a. The Applicant will not alter the Compost Product in any way other than blending with other Compost Product(s) covered by a currently valid Certificate and/or non-Compost Product(s) to the extent allowed by these Program Rules, or incidental alterations due to packaging, handling or aging of the Compost Product in the normal course of sale or distribution;
  - b. The Applicant complies with, and will continue to comply with any federal, state or local regulations to which the Applicant is subject with respect to the Compost Product; and
  - c. The Applicant will label the Compost Product as provided below in Section VII.A, and otherwise comply with these Program Rules;
6. Such other information as required by the application form; and
7. Payment of the applicable fees, as set forth in **Appendix E**.

Review and appeal of applications under this subsection IV.B shall be the same as for applications under subsection IV.A above. If the application is approved, the Certificate issued to the Applicant shall be referred to as a Derivative Certificate.

### **C. Review of Application**

1. For purposes of reviewing applications, the USCC shall appoint:
  - a. A Program Manager to oversee the initial review of applications and continuing compliance with the Program Rules and the Logo Use Agreement; and
  - b. An Alternate Program Manager, to fulfill the duties of the Program Manager where the Program Manager is unable to do so due to a Conflict of Interest.
2. Upon receiving an application, the Program Manager:
  - a. Shall confirm that he or she has no Conflict of Interest with the Applicant or the Approved laboratory(s) used by the Applicant.
  - b. Shall determine whether the application contains all the information in the content and form required under Section IV.A (Application

Requirements). The Program Manager shall notify the Applicant of any deficiencies noted, and allow the Applicant thirty (30) days to remedy such deficiency.

- c. May direct the Applicant to submit additional information that the Program Manager believes is necessary for review of the application. The Applicant shall have thirty (30) days to provide such additional information.

**D. Approval or Rejection of the Application by Program Manager**

1. Within sixty (60) days after the Applicant has submitted its application or, where applicable, the Program Manager has received any further information from the Applicant, the Program Manager shall either approve or deny the application. The standard for approval or denial shall be (a) whether the product meets the definition of Compost Product, (b) whether the information submitted by the Applicant meets the content and form requirements of Section IV.A above (Application Requirements).
2. Notwithstanding the preceding provision, or any other provision in these Program Rules to the contrary, the Program Manager shall deny the application if the USCC finds, in its sole discretion, that the applicant or any of its officers, directors, principal employees or owners has engaged in business practices that are contrary to generally recognized ethical business practices and that would be detrimental to the reputation of the Program. A denial on such grounds shall not be subject to appeal.
3. The Program Manager may deny an application if the Applicant does not submit information requested by the Program Manager within thirty (30) days of direction to submit such information.
4. At the time of his or her decision, the Program Manager shall prepare a detailed written statement of the reasons for approving or denying an application, and shall promptly provide a copy of such statement to the Applicant and the Review Committee (see § V(B)(1) below).
5. The decision of the Program Manager shall be conclusive and binding upon an Applicant, except to the extent that an Applicant has a right of appeal in accordance with Section V below.

**V. APPEAL OF APPLICATION DENIAL**

**A. Right of Appeal**

An Applicant shall have a right to appeal a denial of its application by the Program Manager.

**B. Appeal Procedure**

1. Upon commencement of the Program, the Board of Directors of the USCC shall appoint a Review Committee consisting of not less than three (3) persons with appropriate scientific and technical expertise. The Board shall appoint one of

these persons as Chair of the Committee. The Program Manager and the Alternate Program Manager shall not be eligible to be members of the Review Committee.

2. To initiate an appeal, an Applicant must submit to the USCC within thirty (30) days of receipt of the written statement of reasons for denial: (a) a written notice of appeal; and (b) payment of the appropriate fee, as specified in **Appendix E**. The USCC shall promptly provide a copy of such appeal notice to each member of the Review Committee.
3. Upon receiving a copy of such notice and before reviewing any aspect of the appeal, each member of the Review Committee shall determine whether he or she has a Conflict of Interest with the Applicant or the Approved laboratory(s) used by the Applicant.
4. The Review Committee shall review the application and any further information submitted to the Program Manager prior to denial of the application, and the Program Manager's written statement of reasons for denying the application.
5. No later than sixty (60) days after the USCC's receipt of a notice of appeal, the Review Committee shall vote on whether to approve or deny the application. The standard for approval or denial shall be (a) whether the material for which certification is sought meets the definition of Compost Product, and (b) whether the information submitted by the Applicant is in the content and form required by Section IV.A or Section IV.B above, as applicable. The decision of the Review Committee shall be based on the Committee's independent review of the application, and shall not be guided by the decision of the Program Manager. An application shall be approved by a two-thirds (2/3) affirmative vote of the members without a Conflict of Interest (whether or not such members are actually present) to reverse the decision of the Program Manager and to approve the application. Otherwise the appeal and the application shall be deemed denied.
6. The Review Committee shall promptly provide to the Applicant a detailed written statement of its reasons for approving or denying an application.
7. The decision of the Review Committee shall be conclusive and binding upon an Applicant.

## **VI. CERTIFICATE**

### **A. Issuance and Effect of Certificate**

Where an application has been approved, and upon execution by the Applicant of the Logo Use Agreement in substantially the form attached as **Appendix D**, the USCC shall issue a Certificate to the Applicant. The Certificate shall be substantially similar to the form attached as **Appendix B**.

### **B. Transfer of Certificate**

A Licensee may transfer a Certificate to another party only in connection with the sale of all or substantially all of the assets related to development and manufacture of the Certified Product to a person or entity buying the assets as an ongoing business concern; provided, however, that within thirty (30) days after such transfer, (1) Licensee provides notice of such transfer to the USCC; and (2) the other party commits in writing to the USCC that it will comply with and be bound by the Logo Use Agreement and these Program Rules to the same extent as the original Licensee.

**C. Term of Certificate and License**

Subject to the discretion of the USCC to earlier terminate the Certificate and License as provided in these Program Rules or the Logo Use Agreement, the License and the Certificate shall each have a term of one (1) year. Upon expiration of such one (1) year period, the USCC may reissue a Certificate and License for an additional period to be specified to the mutual agreement of the USCC and the participating party, upon the following conditions:

1. Licensee shall certify in writing to the USCC that (a) the Compost Product for which a renewal certification is sought is identical to the originally certified Compost Product, (b) such Compost Product is in continuing compliance with the Program Rules and Logo Use Agreement, and (c) Licensee is in continuing compliance with all applicable federal, state and local regulations with respect to the Compost Product; and
2. Licensee shall pay the applicable renewal fee, and any other fees, set forth in **Appendix E**.

**D. Early Termination of a Certificate or License**

1. In the event a Certificate (either an original Certificate or a Derivative Certificate) is terminated, both (a) the Logo Use Agreement associated with the relevant Compost Product, (b) the license granted under such Logo Use Agreement shall automatically terminate. In the event the Logo Use Agreement is terminated, both (a) the license granted under such Agreement and (b) the Certificate associated with the Logo Use Agreement shall automatically terminate.
2. The USCC shall have the right to immediately terminate a Licensee's Certificate(s) if:
  - a. The Licensee is subject to an investigation in accordance with Section VIII of these Program Rules, is found to be in violation of the Program Rules or the terms and conditions of the Logo Use Agreement, and fails to cure such violation in the time frame allotted in Section VIII;
  - b. The Licensee fails to submit sampling information and test results to the USCC as required by Sections IV.A.3 above; or
  - c. The Licensee is found by a judicial or administrative authority with appropriate jurisdiction to be in violation of any federal, state or local

regulations to which the Compost Product is subject, or to which the Licensee is subject with respect to the Compost Product;

- d. The Licensee, or any of its officers, directors, principal employees, or owners, is found by a judicial or administrative authority with appropriate jurisdiction to be in violation of any federal, state or local regulations regarding unfair business practices, or has been judged liable for any unfair business practices, or the USCC, upon receipt of evidence and in its sole discretion, finds that the Licensee or any of its officers, directors, or principal employees or owners has engaged in business practices that are contrary to generally recognized ethical business practices and are detrimental to the reputation of the Program;
- e. Representative samples of the Licensee's Compost Product obtained pursuant to the Specified Sampling Procedures do not meet the standards set forth in
  - i. The Code of Federal Regulations (C.F.R.), Title 40, Section 503.13 (Table 3 – Pollutant Concentrations) and Title 40, Part 503, Appendix B, Section B (Processes to Further Reduce Pathogens (PFRP)), whether or not the Compost Product is subject to these regulation, or
  - ii. Any similar state standards to which the Compost Product is subject.

If such a representative sample fails such standards, the Licensee must retest the Compost product in such a manner prescribed by the Program Manager. If the compost cannot consistently meet these standards, the USCC shall, notwithstanding any other provision in these Program Rules to the contrary, terminate the Certificate for such Compost Product. The USCC may develop policy documents regarding retesting and related termination, which shall be available to a Licensee for review upon request.

- 3. If a Certificate is terminated, any related Derivative Certificate shall automatically terminate.
- 4. Termination shall result in removal of the Licensee contact information from all USCC electronic and printed material. Further, the USCC has the right to notify any interested parties that specify STA certification to meet project requirements of any such termination.
- 5. Termination of a Certificate or License by the USCC shall not preclude the USCC from fully exercising any other legal rights or remedies available to it.

## **VII. LICENSEE DUTIES**

### **A. Proper Use of Logo and Compost Product Labeling**

- 1. The Licensee shall comply with all terms and conditions of the Logo Use Agreement.

2. **General Labeling Requirements.** Subject to the requirements of the Logo Use Agreement, and except as provided below for bulk sales and for blended products containing a certified Compost Product, packaging for the certified Compost Product shall include the following:
  - a. The name and description of the Compost Product, and the name of the manufacturer (and distributor, if different) of the Compost Product;
  - b. The Logo for a non-blended Compost Product, in the form provided in **Appendix C**;
  - c. The accompanying text for a non-blended Compost Product, in the form provided in **Appendix C**, with Licensee's name and phone number filled in as appropriate;
  - d. Identification of the feedstocks used to make the Compost Product; and
  - e. Instructions to end users of the Compost Product regarding appropriate uses and product use directions that provide specific application rate information (using either volumetric or depth directions).
  
3. **Special Requirements – Blended Products**
  - a. **Packaging Requirements.** Subject to the requirements of the Logo Use Agreement, and except as provided below for bulk sales, packaging for blended products containing a certified Compost Product shall include the following:
    - i. The name and description of the blended product;
    - ii. The name of the manufacturer or distributor of the blended product (and the name of the manufacturer of the Compost Product, if different);
    - iii. The Logo for blended products containing a certified Compost Product, in the form provided in **Appendix C**;
    - iv. The accompanying text for a blended product containing a certified Compost Product, in the form provided in **Appendix C**, with Licensee's name and phone number filled in as appropriate;
    - v. Identification of the feedstocks used to make the Compost Product; and
    - vi. Instructions to end users regarding appropriate uses and application rates of the blended product containing a certified Compost Product.
  
  - b. **Product Content**
    - i. In addition to other requirements applicable under these Program Rules, a Licensee may not use the Logo or otherwise claim any

association with this Certification Program with respect to a blended product that contains

- (a) Less than twenty-five percent (25%) by volume of one or more certified Compost Products, unless the Licensee received an advance written conditional waiver as described below; or
  - (b) A certified Compost Product together with any non-certified Compost Product.
- ii. Conditional waiver from minimum content requirement
  - (a) The Program Manager may grant a written conditional waiver to a Licensee to allow use of less than the above minimum content (25%) requirement in a particular blended product upon a demonstration by the Licensee, supported by written documentation, of a legitimate agronomic reason for use of such lesser amount in the particular blend. Such written waiver shall specify a minimum percentage of certified Compost Product. Such written waiver shall specify a minimum percentage of certified Compost Product, and in no case less than 20% by volume that must be used in the blended product
  - (b) The process for reviewing requests for waivers and of denials of such requests shall be the same as provided for applications for certification in Sections IV.C, IV.D, and V above.
- 4. **Special Labeling Requirements – Bulk Sales.** Subject to the requirements of the Logo Use Agreement, for bulk sales of the Compost Product or a blended product containing a certified Compost Product, the Licensee shall provide the purchaser with the information specified in Section VII.A.2 or Section VII.A.3 above, as appropriate, by means of a sheet, flyer or similar such printed form.
- 5. **Use of the Logo in Advertising Material and Product Information.** Subject to the requirements of the Logo Use Agreement, the Licensee may use the Logo and/or associated terms (as further described in the Logo Use Agreement) in advertising material and product information, provided that:
  - a. The text box addressed above shall appear in reasonable proximity to the Logo and in a plainly readable size;
  - b. If the advertising material or product information addresses non-certified Compost Products or other products, the Logo shall appear in reasonable proximity to references to the certified Compost Product, and sufficiently distinct from references to non-certified products so that there is no confusion as to which product the Logo relates; and

- c. Such advertising material and product information shall comply with any applicable local, state or federal regulations or other legal requirements regarding advertising, product labeling, and/or product use.
6. Licensee may use the USCC name in advertising and promotional materials only for the purpose of identifying the Certification Program. Licensee shall not suggest that the USCC endorses the Compost Product or a blended product containing a certified Compost Product, or imply that the USCC believes the Compost Product or a blended product containing a certified Compost Product meets any standards other than those set forth in these Program Rules.
7. Licensee shall pay all License fees set forth in **Appendix E** as they come due from time to time.

**B. Periodic Sampling, Testing and Reporting**

Except for Licensees to whom a Derivative Certificate has been issued, a Licensee shall comply with the sampling, testing and reporting requirements as provided in Section IV.A above. All participants shall use USCC Chain of Custody forms provided by the Program Manager when forwarding samples to Approved Laboratories, and shall complete these forms to the level of detail specified by the Program Manager.

**C. Response to Requests for Test Results**

Licensee shall provide copies of the results of any tests of the Compost Product as required by these Program Rules to any user of the Compost Product, and at the discretion of the Licensee, to any potential user or specifier. Such information shall be provided by using a Compost Technical Data Sheet (CTDS) in substantially the form as set forth in **Appendix I**. In addition, such information may, at the Licensee's discretion, also be provided by other means. Such test results shall not be more than six (6) months old, unless provided as part of a historical profile of compost analyses. Licensee shall have no copyright or other rights in such information as provided in accordance with this subsection, or the document or other means by which such information is provided. A Licensee to whom a Derivative Certificate is issued may provide copies of the most current applicable CTDS (or equivalent) as prepared by the party to whom the original Certificate was issued.

**D. Annual Certification of Compliance and Information Submittals by the Licensee**

Licensee shall annually certify to the Program Manager in a writing signed by a duly authorized representative of Licensee that the Compost Product continues to comply with (1) the Program Rules; (2) the terms and conditions of the Logo Use Agreement; and (3) all federal, state and local regulations governing the certified Compost Product or the Licensee with respect to such Compost Product. With each such certification, Licensee shall also provide copies of any sampling and test results not previously provided to the Program Manager by the Approved Laboratory but required by these Program Rules for such Compost Product over the preceding twelve (12) months.

**VIII. INVESTIGATIONS**

**A. Compliance Verification Review by USCC**

1. The Program Manager may, from time to time, and after ensuring he or she has no conflict of interest with Licensee, request from Licensee samples of a certified Compost Product, results of tests conducted pursuant these Program Rules, packaging, documentation, permits, instructions, and/or promotional material, for the purposes of review by the Program Manager to ensure compliance with these Program Rules and the terms of the Logo Use Agreement.
2. If the Program Manager determines that the Licensee has failed to comply with these Program Rules, the Program Manager shall so notify the Licensee in writing, with a detailed statement of the reasons for such determination, and the actions required to cure such non-compliance. The Program Manager may, at his/her sole discretion, impose the following sanctions:
  - a. For a first offense: The Licensee will be suspended from the STA Program for three (3) months. All rights of the Licensee under the Logo Use Agreement shall be suspended during this period. The Licensee will be removed from the STA website, and all appropriate state and other specifying agencies will be notified of this action. The Licensee will pay a \$50 reinstatement fee to the USCC to formally rejoin the STA Program.
  - b. For a second offense: The Licensee will be suspended from the STA Program for six (6) months. All rights of the Licensee under the Logo Use Agreement shall be suspended during this period. The Licensee will be removed from the STA website, and all appropriate state and other specifying agencies will be notified of this action. The Licensee will pay a \$150 reinstatement fee to the USCC to formally rejoin the STA Program.
  - c. For a third offense: The Licensee's Certificate will be terminated from the STA Program and the Licensee (i.e., former Licensee) may not reapply for a period of one (1) year. The Licensee will be removed from the STA website, and all appropriate state and other specifying agencies will be notified of this action. The Licensee may reapply for Certification after that time in the same manner as, and subject to the same fees as, an original applicant or Program participant.
  - d. Any fees associated with these sanctions is over and above those fees associated with Program participation.
3. In the event such non-compliance is not cured within thirty (30) days after receipt of notice to the Licensee from the Program Manager, the USCC may, at its sole discretion, immediately terminate the Certificate.
4. Nothing in this section VIII shall prevent the USCC, in its sole discretion, from imposing any other sanction, up to and including termination, in response to any non-compliance with these Program Rules.

## **B. Investigation of Third-Party Complaints**

1. The Program Manager shall investigate any written complaints received from any third party that a Licensee has failed to provide test results upon request for any Compost Product bearing the Logo or claiming certification under the Certification Program, or has otherwise failed to comply with these Program Rules.
2. After determining that he or she has no Conflict of Interest with Licensee, the Program Manager (a) may ask the complainant for additional information; (b) may ask the Licensee for samples of the Compost Products, packaging, documentation or instructions, and promotional material; and (c) shall notify the Licensee of the complaint, and provide the Licensee with an opportunity to comment.

At any time during the investigation, the Licensee may submit, and the Program Manager shall review, any information that the Licensee believes is relevant to the investigation or otherwise to the compliance of the Compost Product with these Program Rules and the Logo Use Agreement.

3. After the Program Manager has completed his or her investigations and before any decision by the Program Manager is made, the Program Manager may, at his or her sole discretion, hold a hearing. The Licensee and the complainant shall each be given advance notice of such a hearing, and invited to participate through telephone, personal appearance, or written submissions.
4. If the Program Manager determines that the Licensee has failed to comply with these Program Rules, the Program Manager shall so notify the Licensee in writing, with a detailed statement of the reasons for such determination, and the actions required to cure such non-compliance. In the event such non-compliance is not cured within thirty (30) days, the USCC shall have the right to immediately terminate the Certificate.

## **IX. GENERAL GUIDELINES FOR REVIEWS AND INVESTIGATIONS**

### **A. Documentation.**

All proceedings of and decisions by the Program Manager and the Review Committee shall be thoroughly documented and maintained by the USCC.

### **B. Conflict of Interest.**

1. A Conflict of Interest shall be deemed to exist when the Program Manager, Alternate Program Manager, or member of the Review Committee (a) is an officer, director, or employee of, (b) has had, within the past twelve (12) months, a business relationship with or a financial interest in, or (c) has a familial or marital relationship with the Applicant or Licensee in question, or any of its officers, employees, or directors, or any of its business competitors.

2. Program Manager, Alternate Program Manager, or member of the Review Committee who has a Conflict of Interest with an Applicant or Licensee, as the case may be, shall not participate in (a) the review of an application by such Applicant; (b) the review of an appeal by such Applicant; (c) an investigation into the compliance by such Licensee with these Program Rules and/or the terms of the Logo Use Agreement; or (d) an investigation into a third-party complaint regarding the Compost Product of a Licensee.
3. Before becoming involved with any of the above activities, the Program Manager, Alternate Program Manager, and each member of the Review Committee, as appropriate, shall confirm in writing to the Program Manager and to the Applicant or Licensee, as appropriate, that he or she does not have a Conflict of Interest with the Applicant or Licensee. If such a person cannot or does not so confirm the lack of a Conflict of Interest, a Conflict of Interest will be presumed to exist. Should a Conflict of Interest arise at any time while an application, appeal, or investigation is pending, such person shall have a continuing duty to identify and disclose in writing such Conflict of Interest.
4. Where a Conflict of Interest exists:
  - a. In the case of an application review or an investigation, the person shall be replaced by the Alternate Program Manager if the Program Manager has the Conflict of Interest or to a member of the Review Committee if the Program Manager and the Alternate Program Manager have a Conflict of Interest; and
  - b. In the case of an appeal, the person shall not participate in any way in the review process.
5. Notwithstanding the above, a Conflict of Interest shall not exist where the conflict is due to a person's relationship with a competitor of the Applicant or Licensee, and such Applicant or Licensee has waived in writing the conflict of interest.

**C. Withdrawal.**

At any time prior to approval or rejection of an application by a Program Manager (or if an appeal has been filed, by the Review Committee), an Applicant may withdraw its application or appeal upon written notice to the USCC, provided that under no circumstances will the review or appeal fee be returned to the Applicant once it has been received by the USCC. If an application is withdrawn, the USCC shall promptly return all submitted information to the Applicant.

**D. Confidentiality.**

While an application review or investigation is ongoing, the USCC shall maintain as confidential the information submitted by an Applicant or Licensee during the review or investigation. The USCC may, at its sole discretion and at any time, disclose (1) the existence of a review or investigation; (2) the names of the Licensee and the Compost Product for which a Certificate and License have been issued; (3) test results submitted; (4) official minutes of the proceedings of the Review Committee; and (5) any other

information that the majority of the members of the Review Committee deem appropriate to share with the public in order to generate confidence in the Logo and the Certification Program. In no case, however, shall specific information regarding the amount of Compost Product produced by the Applicant or Licensee be disclosed.

## **X. GENERAL PROVISIONS**

### **A. Revisions.**

The USCC may authorize its President (or an executive committee of its Board of Directors, specifically authorized for this task) to approve revisions without need for full Board approval.

### **B. Fees.**

All fees payable hereunder shall be timely made in accordance with **Appendix E**. Such fees shall be made in U.S. funds and shall be nonrefundable.

### **C. Waiver of Potential Causes of Action.**

Licensee shall have no cause of action or claim against the USCC for the USCC's decision to not approve an application, or to terminate, in accordance with these Program Rules or with the Logo Use Agreement, the Licensee's Certificate and/or the Logo Use Agreement between the USCC and the Licensee.

### **D. Indemnification.**

Licensee shall indemnify and hold the USCC harmless from and against any claims or actions brought against the USCC and any losses, damages, liabilities, or costs (including attorney's fees) arising out of the certification (or loss of certification) of Licensee's Compost Product (including, without limitation, information regarding the Compost Product that Licensee provides to a third-party in accordance with these Program Rules). Such claims, actions, losses, damages, liabilities or costs shall include, without limitation, those for property damage or personal injury.

## **XI. APPROVED LABORATORIES**

### **A. Conditions for Approval**

To become an Approved Laboratory, a laboratory must certify in writing to the USCC (in substantially the form attached as **Appendix G**) that:

1. The laboratory is capable of performing, and shall perform, all the Specified Test Methods;
2. The laboratory will participate in any laboratory proficiency programs for Approved Laboratories and pay associated fees, as may be required by the Program Manager;
3. The laboratory will not conduct analyses or provide information to the USCC for purposes of this Program for any Applicant or Licensee where the laboratory (or any of its officers, employees or directors) has a Conflict of Interest (as

defined in Section IX.B above) with the Applicant or Licensee (or any of the officers, employees or directors of an Applicant or Licensee);

4. The laboratory will provide test analyses and associated information to participants on the Compost Technical Data Sheet, to the satisfaction of the Program Manager (this will include the name and telephone number of the party that produced the Compost Product, and the name the Compost Product), and
5. All test results or other information from the laboratory that is provided to the USCC for purposes of this Program will be true and correct.

**B. List of Approved Laboratories**

The USCC shall maintain a current list of Approved Laboratories, and shall provide a copy to any person upon request.

## Appendix A

### Sampling Procedures and Test Methods

#### Sampling Methods:

Sampling procedures to be used for purposes of the Seal of Testing Assurance program are as provided in 02.01 Field Sampling of Compost Materials, 02.01-B Selection of Sampling Locations for Windrows and Piles of The Test Methods for the Examination of Compost and Composting (TMECC), Chapter 2 Sample Collection and Laboratory Preparation, Jointly published by the USDA and USCC (2002 publishing as a part of the USDA National Resource Conservation Technical Bulletin Series). The sample collection section is available online at <http://tmecc.org/tmecc/>.

#### Test Methods:

Test Methods to be used for purposes of the Seal of Testing Assurance program are as provided in The Test Methods for the Examination of Compost and Composting (TMECC), Jointly published by the USDA and USCC (2002 publishing as a part of the USDA National Resource Conservation Technical Bulletin Series). A list of such methods is provided in the table below and online at <http://tmecc.org/tmecc/> and in Appendix

#### *Parameters List (with Test Method name):*

<b>Compost Parameters</b>	<b>Reported as</b>	<b>Test Method</b>
pH		TMECC 04.11-A
Soluble salts	dS/m (mmhos/cm)	TMECC 04.10-A
Primary plant nutrients:	%, as-is (wet) & dry weight basis	
Nitrogen	Total N	TMECC 04.02-D
Phosphorus	P <sub>2</sub> O <sub>5</sub>	TMECC 04.03-A
Potassium	K <sub>2</sub> O	TMECC 04.04-A
Calcium	Ca	TMECC 04.05-Ca
Magnesium	Mg	TMECC 04.05-Mg
Moisture content	%, wet weight basis	TMECC 03.09-A
Organic matter content	%, dry weight basis	TMECC 05.07-A
Particle size	Screen size passing through	TMECC 02.02-B
Stability (respirometry)	mg CO <sub>2</sub> -C per g TS per day mg CO <sub>2</sub> -C per g OM per day	TMECC 05.08-B
Maturity (Bioassay)		TMECC 05.05-A
Percent Emergence	% (average)	
Relative Seedling Vigor	% (average)	
Select Pathogens	(PASS/FAIL) Limits: Salmonella <3 MPN/4grams of TS, or Coliform Bacteria <10000 MPN/gram	TMECC 07.01 B/ Fecal Coliforms or 07.02 Salmonella
Trace Metals*	(PASS/FAIL) Limits: As 41ppm, Cd 39ppm, Cu 1500ppm, Pb 300ppm, Hg 17ppm, Ni 420ppm, Se 100ppm, Zn 2800ppm	TMECC 04.06

\* Composts produced from manure, food residuals and yard trimmings may test for pathogens and trace metals at half the frequency required in section IV.A.2.a of the Program Rules. The frequency of such testing for composts produced from other feedstocks may be similarly reduced upon demonstration by the Participant to the Program Manager and Technical Review Committee that the source and character of the feedstock is consistent, and that test results for pathogens and trace metals have been consistently below applicable limits.

**Appendix B**

Form for Certificate

[attached]

# PARTICIPANT



**US Composting  
Council**

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*Seal of Testing  
Assurance®*

US COMPOSTING COUNCIL • (YEAR)

## Appendix C

Certification Program Logo and Accompanying Text:  
Compost Product (non-blended)



**US Composting  
Council**  

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***Seal of Testing  
Assurance***<sup>®</sup>

This compost product has been sampled and tested as required by the Seal of Testing Assurance Program of the United States Composting Council (USCC). Test results are available upon request by calling \_\_\_\_\_ **[LICENSEE NAME]** at 1- \_\_\_\_\_ **[LICENSEE PHONE #]**. The USCC makes no warranties regarding this product or its contents, quality, or suitability for any particular use.

Certification Program Logo and Accompanying Text:  
Blended product containing a certified Compost Product

**FOR THE COMPOST COMPONENT OF THIS PRODUCT ONLY:**



**US Composting  
Council**  

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***Seal of Testing  
Assurance***<sup>®</sup>

This product contains a compost product that has been sampled and tested as required by the Seal of Testing Assurance Program of the United States Composting Council (USCC). Test results are available upon request by calling \_\_\_\_\_ **[LICENSEE NAME]** at 1- \_\_\_\_\_ **[LICENSEE PHONE #]**. The USCC makes no warranties regarding this product or its compost component, or the contents, quality, or suitability for any particular use of this product or its compost component.

## **Appendix D**

Form for Logo Use Agreement between the  
United States Composting Council  
and  
Program Participant

**LOGO USE AGREEMENT**  
**BETWEEN THE UNITED STATES COMPOSTING COUNCIL AND PROGRAM PARTICIPANT**

AGREEMENT made this \_\_\_ day of \_\_\_\_\_, 20\_\_\_, by and between the United States Composting Council (the "USCC") and \_\_\_\_\_, a (corporation/partnership/\_\_\_\_\_) organized under the laws of the State of \_\_\_\_\_ and with its principal place of business at \_\_\_\_\_ ("Participant").

**WHEREAS:**

- The USCC has developed a "Seal of Testing Assurance" program (the "Program") to certify that compost products have been sampled and tested, and the results of such testing are available upon request to interested parties, all in accordance with prescribed Program standards;
- The Program standards are set forth in the document entitled "The United States Composting Council -- Certification Program for Seal of Testing Assurance -- Program Rules", dated November 29, 2000, rev. September 29, 2001, rev. March 2, 2007, rev. August 10, 2010, rev. July 20, 2016 (copy attached as **Schedule A**) and as such document may be further amended by the USCC from time to time ("Program Rules");
- The Program standards include sampling and testing in accordance with certain methods taken from or currently under development for the Test Methods for the Examination of Compost and Composting Manual (©2002 publishing as a part of the USDA National Resource Conservation Technical Bulletin Series);
- The USCC has developed a logo as set forth in **Schedule B** (the "Logo") to identify compost products that have been certified as meeting the Program Rules;
- Participant is a manufacturer of the compost product(s) listed in Appendix F-1 and **Schedule C** (the "Product" or "Products", as applicable), or goods made from a blend of the Product and other materials; and
- Participant has demonstrated to the USCC that the Product complies with the Program Rules, desires to have the Product certified by the USCC, and has paid all necessary fees to the USCC as such fees are set forth in the Program Rules;

NOW THEREFORE, in consideration of the promises and mutual covenants set forth in this Agreement, the adequacy and sufficiency of which is hereby acknowledged, the parties agree as follows:

**A. Ownership of the Logo**

The USCC is the owner of the Logo.

**B. Authority to Use the Logo**

1. Grant of Authority. The USCC hereby grants to the Participant for the duration of this Agreement the non-exclusive right to use the Logo and/or associated terms related to the Program (including but not limited to "Seal of Testing Assurance," "United States Composting Council," "Compost Technical Data Sheet," and acronyms of any such terms, as currently defined or as may be defined in the future (hereinafter referred to, individually or

collectively, as “Associated Terms”)) on and in relation to the Product throughout the United States of America and in accordance with the Program Rules and the terms of this Agreement.

2. Logo to be Used on Licensed Products. Subject to Paragraph B.1 above, Participant will use the Logo on or in relation to the Product whenever it claims that the Product meets the Program Rules.
3. No Transfer of Authority. The authority to use the Logo and Associated Terms is specific to Participant, who shall not sublicense the use of, or transfer any right to, the Logo or Associated Terms to a third party.

### **C. Manner of Use**

1. General. Participant shall not use the Logo or Associated Terms in any manner which is deceptive or which would bring the Logo or Associated Terms into disrepute. Participant’s use of the Logo and Associated Terms shall be in accordance with the labeling requirements in the Program Rules.
2. Representation of the Logo. The USCC, at its sole discretion, shall determine the way in which the Logo may be represented, as provided further in Paragraph E.2.a below. In the event that the USCC determines that any representation of the Logo does not meet the terms of Paragraph E.2, or is otherwise unsuitable, Participant agrees to immediately terminate such use.
3. Unrelated Characteristics. Whenever Participant refers to any characteristic of the Product other than the sampling, testing, and test result availability requirements prescribed by the USCC in the Program Rules, any such reference shall not suggest in any way that the characteristic is certified by the Logo, or approved or controlled by the USCC in any manner.

### **D. Fees**

1. Participant shall pay to the USCC the License fees set forth in Appendix E to the Program Rules.
2. In the event any fees are based on sales of Products, Participant shall maintain accurate records of all sales and make such records available to the USCC for review during normal business hours. The USCC shall keep such information strictly confidential, and shall follow the “Conflict of Interest” provisions of the Program Rules (Section IX.B) with respect to access to such information by persons affiliated with the USCC or the Program.

### **E. Control and Inspection**

1. By Participant

Participant shall ensure that the Product upon or in relation to which it uses the Logo shall at all times conform to the Program Rules, including, without limitation and as applicable, sampling and testing in accordance with the Sampling and Testing Procedures at the specified frequency, and submission of an annual certification of compliance.

2. By the USCC

- a. Prior Approval of Use of Logo. Prior to beginning any new production, marketing, or distribution of any Product bearing the Logo or Associated Terms, Participant shall submit to the USCC all proposed artwork, graphic material, sales material and product blueprints depicting the Logo or Associated Terms, and obtain the USCC's advance written approval (with such approval to be given or withheld within ten (10) business days of receipt by the USCC, and not to be withheld unreasonably) that the placement, reproduction and other features of such use of the Logo and Associated Terms is appropriate and consistent with this Agreement and the Program Rules.
- b. Right of Inspection. Participant shall permit representatives of the USCC during normal business hours to inspect: (i) the places where it manufacturers and/or stores the Product to ensure conformity with the Program Rules; (ii) the records of tests conducted by the Participant with respect to the Product; and (iii) any additional documents relevant to Participant's compliance with the Program Rules and this Logo Use Agreement (including but not limited to those records maintained by Participant in accordance with Paragraph F.1 below).
- c. Right to Obtain Samples. Upon request by the USCC, Participant shall furnish to the USCC, for purposes of reviewing Participant's compliance with this Logo Use Agreement and the Program Rules, such reasonable number of samples of the Product, packaging or sales material as may be required by the USCC and as provided in the Program Rules. Participant shall also permit representatives of the USCC during normal business hours to select and take away from the places where the Product is stored a reasonable number of samples for compliance verification review as provided in the Program Rules.
- d. Least Necessary Inconvenience. In exercising its rights of control and inspection under this Paragraph E.2, the USCC shall make all reasonable efforts to cause Participant no more inconvenience than is necessary to assure itself that all conditions are met for preserving the reputation of the Logo and the validity of its trademark registration.

## **F. Records**

1. Records to be Kept. Participant shall keep (a) records of the quantity of the Product sold and/or distributed, where the Logo is used on or in relation to such Product; and (b) the results of any tests of the Product conducted in accordance with the sampling and testing methods specified in the Program Rules.
2. Statements to be Made Upon Request. The USCC reserves the right to request quarterly statements from Participant regarding the information addressed in Paragraph F.1 above. Such statements shall be current through the end of the recent quarter ending before the date of the USCC's request. The USCC shall keep all sales or distribution information strictly confidential, and shall follow the "Conflict of Interest" provisions of the Program Rules (Section IX.B) with respect to access to such information by persons affiliated with the USCC or the Program.

## **G. Acknowledgment of the USCC's Rights to the Logo**

1. Logo is the Sole Property of the USCC. Participant acknowledges that any and all rights created by the introduction, registration and use of the Logo are the sole property of the USCC.
2. No Registration, Unauthorized Use or Challenge. Participant shall refrain, in all countries, from:
  - a. Registering a mark, symbol, or logo that is identical or confusingly similar to the Logo, for any goods or services whatsoever;
  - b. Using for any purpose any mark, symbol or logo that is identical or similar to the Logo except as set forth in this Agreement;
  - c. Opposing the use and/or the registration of a mark, symbol or logo that is identical or similar to the Logo, or contesting the validity of such registration; or
  - d. Causing or assisting any person or entity to do any of the above.
3. Assurances to Continue After Termination. The provisions set forth in Paragraphs G.1 and G.2 shall remain binding upon Participant after any termination of this Agreement, regardless of the cause of such termination.

#### **H. Responsibility**

1. Participant shall be responsible for any consequences of any breach of this Agreement by Participant (including but not limited to any wrongful use of the Logo), and shall be solely and fully liable for any damages that may result from any such breach.
2. Participant shall indemnify and hold the USCC, any of its parent and affiliated entities, partners, agents, contractors, attorneys-in-fact, commercial sponsors, and advertising agencies, and the officers, directors and employees of all of the foregoing, harmless from and against any and all claims, demands, losses, damages, liabilities, costs and expenses (including reasonable attorney's fees) arising out of or related to Participant's breach of this Agreement, including but not limited to any non-compliance of any of Participant's Products with any aspect of the Program Rules. With respect to the foregoing indemnity, Participant agrees to defend and hold the USCC harmless at no cost or expense to the USCC whatsoever including, but not limited to, attorneys' fees and court costs. The USCC shall have the right to defend any such action or proceeding with attorneys of its own selection.
3. The provisions of this Paragraph H shall survive the expiration or any termination of this Agreement.

#### **I. Duration and Termination**

1. Duration. This Agreement shall be in effect for one (1) year, from the date first stated above until the first anniversary of such date, and shall remain in force during such period unless terminated by operation of law or as specified below. This Agreement may be renewed as provided by the Program Rules.
2. Termination by Participant. Participant may terminate this Agreement by giving at least three (3) months' written notice to the USCC.

3. Termination by the USCC.

- a. If the USCC determines after investigation that Participant has violated any term of this Agreement or the Program Rules, Participant must take immediate steps to cure such breach. In the event Participant is unable or unwilling to take the steps the USCC considers necessary within a period of thirty (30) days from the date on which the USCC provided notice of such violation to Participant, the USCC may terminate the Agreement immediately.
- b. The USCC may terminate this Agreement immediately by giving written notice to Participant when (i) Participant has been declared insolvent; (ii) Participant ceases to carry on the manufacture or sale of the Product; or (iii) the Certificate associated with the Products has been terminated in accordance with the Program Rules.
- c. Termination of this Agreement by the USCC shall automatically and immediately terminate the Certificate previously issued for the Product.

**J. Rights and Restrictions Upon Termination**

1. Right to Sell Off Previously Packaged Products Bearing the Logo. Upon termination, the USCC shall enable Participant to disperse its remaining stock of the Product without removing the Logo, provided that (a) at the point of termination, such Product had already been placed in packaging bearing the Logo; (b) such Product and the use of the Logo with respect to such Product comply with this Agreement; (c) Participant shall permit the USCC, at its sole discretion, to inspect such Product for compliance with this Agreement; and (d) such dispersal is carried out in accordance with all the terms of this Agreement within a period of six (6) months following the date of termination.
2. No further use of Logo. Except as provided in Paragraph J.1 above, upon termination of this Agreement for any reason Participant shall no longer use the Logo or any mark, symbol or logo similar to the Logo, or Associated Terms, and shall remove the Logo and any Associated Terms from all Product before sale.
3. Inspection by the USCC. Subject to Paragraph J.1 above, Participant shall at any time after termination of this Agreement enable authorized representatives of the USCC during normal business hours to enter any premises of the Participant where any of the Product may be located to determine whether the use of the Logo and Associated Terms has ceased and whether it has been removed from the Product.
4. Labels and Packaging. Upon termination of this Agreement, and except as otherwise provided by Paragraph J.1 above, Participant shall destroy all labels, literature, packaging and other matter bearing the Logo or Associated Terms.

**K. Miscellaneous**

1. This Agreement does not constitute and will not be construed to constitute an agency, joint venture or partnership between the parties. The USCC and Participant will be deemed independent contractors in all respects.
2. Participant recognizes and agrees that the USCC's certification of Participant's Product pursuant to the Program, and authorization to Participant to use the Logo and Associated

Terms pursuant to this Agreement, do not constitute and shall not be construed to constitute a warranty or guarantee of any kind with respect to the Product.

- 3. Participant shall remain solely responsible for compliance with any and all applicable federal, state or local legal requirements regarding advertising, packaging, labeling, content, use, etc. with respect to the Product. Nothing in this Agreement shall be construed to make the USCC responsible or otherwise liable for any such compliance or lack of compliance.
- 4. All notices and communications permitted or required under this Agreement will be sent by independently confirmed telecopy, or by registered or certified first-class mail, postage pre-paid, return receipt requested, and addressed as follows:

If to the USCC:

US Composting Council  
11130 Sunrise Valley Drive, Ste. 350  
Reston, VA 20191  
Attention: STA Program Manager

If to Participant: (company name and address)

\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

Attention: \_\_\_\_\_  
Fax: \_\_\_\_\_  
Email: \_\_\_\_\_

Either party may change its address by sending a notice to the other party that meets the above requirements.

- 5. If any provision of the Program Rules is deemed to be inconsistent with any provision of this Logo Use Agreement, the provision with the more stringent effect as to the Participant and more protective of the USCC's interests shall prevail.
- 6. If any part of this Agreement is determined to be invalid or unenforceable by a court of competent jurisdiction or by any other legally constituted body having the jurisdiction to make such determination, the remainder of this Agreement shall remain in full force and effect.
- 7. This Agreement sets forth the entire agreement between the parties with respect to its subject matter, and all negotiations and understandings are merged into this Agreement. This Agreement cannot be amended except by a written document signed by both parties.
- 8. Failure or delay of the USCC to exercise any right, power or remedy provided in this Agreement or to insist upon strict adherence to any provision of this Agreement will not operate as a waiver. All rights and remedies under this Agreement or by operation of law are cumulative.
- 9. This Agreement shall be governed by and construed under the internal laws (not the conflict laws) of the State of Virginia.

10. This Agreement shall not be assigned or transferred, in whole or in part, by Participant to any other party without the prior written consent of the USCC. This Agreement shall be binding on any successor in interest, assignee or other legal representative of either party.

**AGREED**, as evidenced by the following signatures:

UNITED STATES COMPOSTING COUNCIL [PARTICIPANT\_\_\_\_\_]

Signed:\_\_\_\_\_

Signed:\_\_\_\_\_

Name: \_\_\_\_\_

Name: \_\_\_\_\_

Title: \_\_\_\_\_

Title: \_\_\_\_\_

List of Attached Schedules

Schedule A: "The United States Composting Council -- Certification Program Seal of Testing Assurance – Program Rules", dated November 29, 2000, rev. September 29, 2001, rev. March 2, 2007, rev. August 10, 2010, rev. July 20, 2016

Schedule B: Seal of Testing Assurance Logo

Schedule C: Program-Certified Product(s) of Participant

## Appendix E

### Schedule of Program Application and License Fees

Application Fee - Certificate (for product not previously certified):	<u>Standard:</u> \$850 per product/year \$650 per product/year - USCC member rate  \$375 per additional product/year (\$275 per product/year - USCC member rate)  <u>Small Composter fee (for composters producing 2,500 tons/year of compost or less):</u> \$350 per product/year (\$250 per product/year – USCC member rate)
Application Fee – Derivative Certificate:	\$100 per product/year
Appeal Fee:	\$100 per product

## **Appendix F-1**

### Application Form

For a Compost Product That Has Not Been Previously Certified

[attached]



**US Composting  
Council**

***Seal of Testing  
Assurance®***

**-Application for Participation-  
For a Compost Product That Has Not Been Previously Certified**

**Applicant/Compost Producer Information:**

Company Name: \_\_\_\_\_

Contact Name: \_\_\_\_\_

Address: \_\_\_\_\_

Telephone/Fax: \_\_\_\_\_ E-mail: \_\_\_\_\_

**Production Facility Information (if different from above information.):**

Facility Name (if applicable): \_\_\_\_\_

Facility Address (if different from above): \_\_\_\_\_

Telephone/Fax: \_\_\_\_\_ E-mail: \_\_\_\_\_

**Compost Product Information**

**(Note: If the facility produces more than one compost product, include information only on the compost product for which certification is sought)**

Compost Product Name (if any): \_\_\_\_\_

Feedstock Description: \_\_\_\_\_

Tonnage Produced Annually\*: \_\_\_\_\_

(\*most recent full calendar year's production or estimated current year's production, whichever is greater)

**Include with Application:**

1. Representative sample of the Compost Product.
2. Completed "Compost Technical Data Sheet" (with copies of associated laboratory results from the Approved Laboratory conducting the analyses).
3. Application Fee (as per Program Rules, **Appendix E**).
4. Current copy of composting facility operating permit.

**Commitment by Applicant**

On behalf of the Applicant, I certify that:

- 1) I am a duly authorized representative of the Applicant.
- 2) The Compost Product:
  - a. Is produced by the Applicant
  - b. Meets (and if certified, will continue to meet) the standards set forth in the Code of Federal Regulations (C.F.R.), Title 40, Section 503.13 (Table 3 – Pollutant Concentrations) and Title 40, Part 503, Appendix B, Section B (Processes to Further Reduce Pathogens (PFRP)), whether or not the Compost Product is subject to these regulations;
  - c. Complies (and if certified, will continue to comply) with any federal, state or local regulations to which the Compost Product is subject, or to which the Applicant is subject with respect to the Compost Product.
- 3) The Applicant:
  - a. Has reviewed and is familiar with the Specified Sampling Procedures as defined in the Program Rules, and that the sample for which test results are included in this application was sampled in accordance with such Specified Sampling Procedures;
  - b. Has had an Approved Laboratory test its Compost Product in accordance with the Specified Test Methods, the results of which are attached to this application;
  - c. If its Compost Product is certified, will further sample and test the Compost Product at the applicable frequency provided by the Program Rules, and provide the results to the USCC on the applicable schedule provided by the Program Rules;
  - d. If its Compost Product is certified, will label its Compost Product as provided by the Program Rules, and will otherwise to comply with the Program Rules.
- 4) The information submitted on this application is accurate and correct to my best knowledge.

\_\_\_\_\_  
Signed

\_\_\_\_\_  
Date

\_\_\_\_\_  
Name

\_\_\_\_\_  
Title

**Submit complete application and attachments to:**  
US Composting Council, Attn: STA Program Manager  
11130 Sunrise Valley Drive, Ste. 350 Reston, VA 20191

**Questions?** Call the STA Program Manager at 215-258-5259, or the USCC at 301-897-2715

## Appendix F-2

### Application Form

For a Compost Product That Has Been Previously Certified  
(Application For a Derivative Certificate)

[attached]



**US Composting  
Council**  

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***Seal of Testing  
Assurance***<sup>®</sup>

Application Form  
For a Compost Product That Has Been Previously Certified  
(Application For a Derivative Certificate)

**Applicant Information:**

Company Name: \_\_\_\_\_  
Contact Name: \_\_\_\_\_  
Address: \_\_\_\_\_  
\_\_\_\_\_  
Telephone/Fax: \_\_\_\_\_ E-mail: \_\_\_\_\_

**Facility Information:**  
**(facility producing the compost product applied for)**

Company Name (if different from above): \_\_\_\_\_  
\_\_\_\_\_  
Facility Name (if applicable): \_\_\_\_\_  
Facility Address (if different from above): \_\_\_\_\_  
\_\_\_\_\_  
Telephone/Fax: \_\_\_\_\_ E-mail: \_\_\_\_\_

Activity to be covered by Derivative Certificate (*check all that apply*):

- Blending
- Bagging
- Reselling
- Other: \_\_\_\_\_

Product name(s) under which the Applicant will sell or otherwise distribute the Compost Product or blended Compost Product:

\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

**Include with Application:**

1. Copy of the application form submitted by the party that obtained the original Certificate for the Compost Product
2. Copy of such Certificate
3. A statement, signed and notarized by a corporate officer or other senior management official of the party to which the original Certificate for the Compost Product was issued, that the Compost Product as sold or otherwise conveyed to the present applicant is identical to the certified Compost Product.
4. Application Fee (as per Program Rules, **Appendix E**).

**Commitment by Applicant**

On behalf of the Applicant, I certify that:

- 1) I am a duly authorized representative of the Applicant.
- 2) The Applicant will not alter the Compost Product in any way other than blending with other Compost Product(s) covered by a currently valid Certificate and/or non-Compost Product(s) to the extent allowed by these Program Rules, or incidental alterations due to packaging, handling or aging of the Compost Product in the normal course of sale or distribution.
- 3) The Applicant complies with, and will continue to comply with any federal, state or local regulations to which the Applicant is subject with respect to the Compost Product.
- 4) If this application is approved, the Applicant will label the Compost Product as provided by the Program Rules, and will otherwise comply with the Program Rules.
- 5) The Applicant understands and acknowledges that any Derivative Certificate issued to it will automatically terminate upon termination of the Certificate for the relevant Compost Product.
- 6) The information submitted on this application is accurate and correct to my best knowledge.

\_\_\_\_\_  
Signed

\_\_\_\_\_  
Date

\_\_\_\_\_  
Name

\_\_\_\_\_  
Title

**Submit complete application and attachments to:**

US Composting Council, Attn: STA Program Manager  
11130 Sunrise Valley Drive, Ste. 350 Reston, VA 20191

**Questions?** Call the STA Program Manager at 215-258-5259, or the USCC at 301-897-2715

## **Appendix G**

### **Form of Approved Laboratory Certification Letter**

[attached]

US Composting Council  
Attn: STA Program Manager  
US Composting Council  
11130 Sunrise Valley Drive, Ste. 350  
Reston, VA 20191

Re: Certification of Qualifications:

Dear STA Program Manager:

\_\_\_\_\_ [FULL NAME OF LABORATORY] wishes to become an “Approved Laboratory” in accordance with the “Certification Program for Seal of Testing Assurance - Program Rules” of the U. S. Composting Council.

Accordingly, \_\_\_\_\_ [FULL NAME OF LABORATORY] hereby certifies that:

1. It is capable of performing, and shall perform, all the Specified Test Methods, as identified in the Program Rules;
2. It will participate in any laboratory proficiency programs for Approved Laboratories and pay associated fees, as may be required by the Program Manager
3. It will not conduct analyses or provide information to the USCC for purposes of this Program for any Applicant or Participant where it (or any of its officers, employees or directors) has a Conflict of Interest (as defined in Section IX-B of the Program Rules) with the Applicant or Participant (or any of the officers, employees or directors of an Applicant or Participant);
4. It will provide test analyses and associated information to participants on the Program’s Compost Technical Data Sheet, to the satisfaction of the Program Manager (this will include the composters and product name, and telephone number or other information specified by the Program Manager), and
5. All test results or other information from it that is provided to the USCC for purposes of this Program will be true and correct.

Please contact me [OR IF NOT THE UNDERSIGNED, PROVIDE NAME AND TELEPHONE OF CONTACT] in case of any questions regarding this matter.

Sincerely,

[NAME]  
[TITLE]

## **Appendix H**

### Form of Compost Technical Data Sheet

[attached]

(a secondary form exists which does not contain nutrient data)



**US Composting Council**

**Seal of Testing Assurance®**

Lab to insert:

Composter Name  
 Product name (if any)  
 Composter telephone number

Sample Date : \_\_\_\_\_

## Compost Technical Data Sheet

Compost Parameters	Reported as	Test Results
pH		
Soluble salts	dS/m (mmhos/cm)	
Primary plant nutrients	%, as-is (wet) & dry weight basis	
Nitrogen	Total N	
Phosphorus	P <sub>2</sub> O <sub>5</sub>	
Potassium	K <sub>2</sub> O	
Calcium	Ca	
Magnesium	Mg	
Moisture content	%, wet weight basis	
Organic matter content	%, dry weight basis	
Particle size	Screen size passing through	
Stability (respirometry)	mg CO <sub>2</sub> -C per g TS per day mg CO <sub>2</sub> -C per g OM per day	
Maturity (Bioassay)		
Percent emergence	% (average)	
Relative seedling vigor	% (average)	
Select Pathogens	PASS/FAIL (Per US EPA Class A standards, 40 CFR § 503.32(a))	
Trace metals	PASS/FAIL (Per US EPA standards, 40 CFR § 503.13, Table 3)	

*Participants in the United States Composting Council's Seal of Testing Compliance Program have shown the commitment to test their compost products on a prescribed basis, and provide this data, along with compost end use instructions, as a means to better serve the needs of their compost customers.*

This compost product has been sampled and tested as required by the Seal of Testing Assurance Program on the United States Composting Council (USCC), using certain methods from the "Test Methods for the Examination of Compost and Composting" manual. Test results are available upon request by contacting the compost producer (address at top of page). The USCC makes no warranties regarding this product or its content, quality, or suitability for any particular use. Nutrients data are for informational purposes only and do not constitute, in part or whole, a guaranteed analysis. Nutrients data are for informational purposes only and do not constitute, in part or whole, a guaranteed analysis.

## Specific Directions for Product Use:

*[Note: The USCC will not assess whether or not, or to what extent, these directions are appropriate. It is the Participant's responsibility alone to ensure that they are.]*

## Compost Ingredients:

This compost product has been sampled and tested as required by the Seal of Testing Assurance Program of the United States Composting Council (USCC). Test results are available upon request by calling \_\_\_\_\_ **[LICENSEE NAME]** at 1-\_\_\_\_\_ **[LICENSEE PHONE #]**. The USCC makes no warranties regarding this product or its contents, quality, or suitability for any particular use.

*For additional information pertaining to compost use, the specific compost parameters tested for within the Seal of Testing Assurance Program, or the Program in general, log on to the US Composting Council's web-site at [www.compostingcouncil.org](http://www.compostingcouncil.org).*