



## **EKO Standard for Licensees and for applying the EKO-Quality Mark**

Approved by the Board of Directors of Stichting EKO-keurmerk at 16-11-2017

Date of entry in to force of terms and conditions, excluding those conditions applicable to other products: 01-01-2018.

Terms and conditions relating to other products will enter into force at 01-01-2019.

Existing licensees shall be bound to a one year transitional period for additional terms and conditions starting from date of entry.

This is an non-official English translation of the official Dutch Standard.

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## Preface

This document contains general Terms and Conditions for EKO Licensees who directly or indirectly use the EKO-Quality Mark.

### EKO-Business Level

EKO-Licenses for businesses and organizations shall only be granted to those farmers, traders, processors and other legal persons (e.g. transportation and storage) that are certified to meet all organic legal requirements from EU law by an official certification body. A Dutch legal person shall only be applicable to become a licensee if the legal person is certified by SKAL and has obtained his SKAL number.

### EKO-Product level

To provide consumers with additional security regarding high quality of organic foods, products labelled with the EKO-Quality Mark need to be certified. The EKO-Quality Mark ensures quality that reflects all additional efforts certified farmers and other corporations have made over past years, and highlights the yearly sustainability development ambitions of the licensees. These efforts are communicated to consumers in a transparent way. The Board of Directors have set a number of specific terms and conditions that are applicable for different product types, which need to be implemented in full by 2018. The requirements in Chapter 3 need to be implemented in full by 2019.

## 1. General Conditions EKO-Licensees

The EKO-Quality Mark can only be used to label products if the owner of the corresponding Quality Mark or product is an EKO-licensee.

Legal persons are eligible for becoming an EKO-Licensee in case:

- they are certified according the European organic legislation
- they meet national legal requirements

The subsequent conditions apply to EKO-licensees at business level:

### 1.1. EKO vision and mission

All EKO-licensing agreements include the requirement of support of the vision and mission statements of EKO.

### 1.2 Business story on EKO website

All EKO licensees show a profile to the EKO-website, which includes their business story.

### 1.3 Two development ambitions per year

All EKO licensees formulate two annual development ambitions. These ambitions need to tackle at least one of the eight themes of organic farming and one of ten themes regarding trade and/or processing. Actions taken with regards to these development ambitions need to be controllable. The progress on the development ambitions will be reported on the EKO-website before the 1<sup>st</sup> of march of the subsequent year.

Collective farmer organizations have a possibility to set collective development goals as an additional package within subsectors and their corresponding additional norms. These collective ambitions can only be set in agreement with EKO.

#### **1.4 Conditions of sustainability and fairness**

Social conditions are an integral part of EKO's mission, and need to be respected before potential licensees can complete their application process.

Fundamental ILO conventions concerning labour relations, including temporary staff, shall be respected and complied among the supply chain. EKO will use the 'Standard on Social Accountability' and its 10 criteria, drafted by the Leading Organic Alliance, as main guideline (See Annex 5).

Specifically it concerns:

- employee/employer relationships (contractual rights and obligations for staff, labour hours, seasonal workers, subcontractors and if applicable housing rights);
- health and safety;
- equality (access to facilities, no discrimination, no child labour) employers rights (right to assembly, wages, pensions)

Within the EU it is sufficient to comply with the national law of local member states.<sup>1</sup>

There is an appointed Ombudsperson for complaints regarding social, sustainability and fairness which EKO licensees are bound to respect.

##### **1.4.1 Transparency and principles of social and fairness**

The legal requirements regarding social rights and fairness are the baseline, EKO licensees act beyond these legal requirements to grant staff social rights and protect the principle of fairness.

The EKO licensees publishes information regarding their efforts.

Brand holders with the EKO Quality Mark on their products report on the EKO-website their responsibility and liability regarding the chain of these products. Examples are long-term trading relationships and fair pricing.

##### **1.4.2 Reporting on social and fairness**

From 2018 Stichting EKO-Keurmerk will report on social and fairness. This report will be used as a thermometer, a tool of transparency and measurement of impact (on the basis of KPI's ). The reporter will use an annual short online research among EKO licensees. EKO licensees will have the opportunity to provide input for the following round table discussions.

#### **1.5 Round table discussions**

EKO and licensees are co-responsible for organizing a round-table discussion biannually within specific food supply chains (arable land, vegetables, fruit, greenhouse horticulture, cow dairy, pigs (meat) and poultry). These round-table discussions shall include topics as fair trade and other relevant communal sustainability subjects, in which the Dutch social agenda will be key for setting the agenda. EKO will appoint and invite participants. In 2018, there shall be a pilot discussion within the first chain, on which the round table discussion will be further assessed.

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<sup>1</sup> Fundamental ILO conventions are enshrined in national law within all EU member states.

## **1.6 Ombudsperson and complaint procedure<sup>2</sup>**

Stichting EKO-Keurmerk shall appoint an ombudsperson, who is responsible for all complaints regarding fairness and social issues between the foundation and EKO licensees. The ombudsperson shall handle complaints by constructing a dialogue between parties, provide recommendations or provides a means of dispute settlement.

## **2. Requirements brand holders with EKO-license**

EKO Licensees shall adhere to the general terms and conditions as set out in chapter 1 and their products with EKO-Quality Mark are organic.

## **3. Terms and Conditions for products**

Certain products with the EKO-Quality Mark need to adhere to additional requirements which are on top of the general terms for farmers, businesses and other legal persons of chapter 1. See annex 1 for the list of product types.

### **3.1 Terms and Conditions for fresh products**

Fresh products includes potatoes, vegetables and fruit, dairy, meat, meat products, and breads. It includes both simple products (products with only one ingredient) and products with one main ingredient (e.g. cheese and yoghurt).

The next conditions shall apply to these products:

#### **3.1.1. EKO native fresh products (potatoes, native vegetables, native fruit, dairy, eggs and meat (chicken and pork))**

If there is sufficient supply products with an EKO Quality Mark must contain at least 80% EKO certified ingredients. This applies for potatoes, native vegetables and native fruit, as well as dairy, eggs and partly for meat (chicken and pork).

In case of insufficient capacity or supply from certified organic agriculture, there is a possibility to apply for an exemption.

#### **3.1.2 Other fresh products (including import vegetables and fruits, as well as bread, fish and other meat)**

In case of insufficient supply of native organic certified products, a product can still be classified and labelled with an EKO-Quality Mark if:

- 1) a producer is certified by an international certifying body of the Leading Organic Alliance or Demeter, which are recognized by EKO. (For a full list of all partners see annex 2).
- 2) it is provided by a foreign contractual partner of the EKO licensee. An EKO licensee has the possibility to create a contractual relationship with their suppliers: the licensee is responsible for meeting all legal requirements on organic farming as well as all requirements from EKO. EKO has the right to audit also contractual partners, who are classified as indirect

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<sup>2</sup> This position is open, and a full job description is available at request.

users of the EKO-Quality Mark. Contractual partners shall be bound to a standardized contract offered by EKO.

In case of insufficient supply, there is a possibility to request an exemption.

### **3.1.3 Additional terms and conditions for subsectors**

If there are additional requirements set and approved for several subsectors, then these must also be met (see 3.3).

## **3.2 Social Terms and Conditions to specific products and ingredients from non-EU origin.**

From 1 January 2019 onwards, products containing more than 10% of its weight sugar, cacao, coffee, banana, pineapple, tea, cashew nuts, peanuts or rice require a social label in coherence with annex 3.

### **3.3 Agricultural subsectors**

Subsectors can develop additional norms and supplements. After adoption of these additional norms, they will be included in this standard.

The procedure for setting and adapting additional norms is available in Dutch.

## **Annex 1. Subgroups of products**

### **Fresh products**

Potatoes, native fruits and vegetables  
Import fruit and vegetables  
Dairy products (milk products, cheese, butter)  
Eggs  
Fish (breeding, organic)  
Meat and meat products  
Bread and fresh banquet  
Fresh herbs and mushrooms

### **Other products**

Nuts, dried fruits and seeds  
Pasta  
Cereals  
Legumes  
Dried herbs and spices  
Juices and soft drinks  
Alcoholic beverages  
Coffee, tea  
Banquet  
Sandwich  
Soups  
Ice  
Snacks (chips, chocolate, etc.)  
Other composite products  
Meat substitutes  
Canned vegetables  
Convenience products  
Salads  
Animal feed

## **Annex 2. By EKO-Keurmerk recognized labels**

We recognize products with the following labels for fulfillment of the EKO requirements in Chapter 3 of this Standard:

Biogarantie (België)  
Bioland (Duitsland)  
BioSuisse (Zwitserland)  
Demeter  
Ecovalia (Spanje)  
ICEA (Italië)  
KRAV (Zweden)  
Natuurland (Duitsland)  
Soil Association (Engeland)

### **Annex 3. By EKO-Keurmerk recognized social labels and certificates**

Recognized for the in 3.3 specified products and ingredients (at least 10% of the weight)) are the following certificates:

Fair Trade  
Ecocert ERS  
Naturland Fair Standard  
Social Association Ethical Trade  
Oxfam Rapunzel  
KRAV  
IMO Fair for life  
Fair Trade *IBD (eco-social)*  
BioSuisse  
Biogarantie

## **Annex 4.**

### **Procedure for adaptation additional requirements for a subsector**

This procedure is only available in Dutch.

## Annex 5. Standard on Social Accountability, 10 criteria

### 1. There is no child labour and young workers are protected

*Based on main ILO conventions 138/1973 (Minimum age convention), 182/1999 (Worst forms of Child Labour). See also conventions 10 (attending school), 79 (attending school), 142 and recommendation 146*

Operators do not employ directly or indirectly, children below the minimum age of completion of compulsory schooling as defined by law, which shall not be less than 15 years, unless the exceptions recognised by the ILO apply.

Where young workers are employed, business partners should ensure that the kind of work is not likely to be harmful to their health or development and their working hours do not prejudice their attendance at school, their participation in vocational orientation approved by the competent authority or their capacity to benefit from training or instruction programs.

#### Exception:

Children are allowed to experience work on their family's farm or business or a neighboring farm provided that such work is not dangerous or hazardous to their health and safety; it does not jeopardize the child's educational, moral, social, mental, spiritual and physical development; children are supervised by adults or have authorization from a legal guardian.

### 2. There is no forced labour of any type

*Based on main ILO conventions 29/1930 and 105/1957 („Abolition of forced labour“)*

Operators shall not use forced or involuntary labour or apply any pressure such as retaining part of the workers' wages, property or documents. Operators shall ensure that workers are not subject to inhumane or degrading treatment, corporal punishment, mental or physical coercion and/or verbal abuse.

### 3. Freedom of association and right to collective bargaining are granted

*Based on main ILO conventions: 87/1949 and 98/1951. See also conventions 11, 135, 154 and recommendation 146*

Operators shall respect the right of workers, suppliers, farmers and contractors to organize and to bargain collectively, free from interference, intimidation and retaliation.

Operators shall implement a dialogue between employees (employee's representatives) and management. This dialogue has to be partly formal and documented, with the goal to avoid or solve labour conflicts and create a climate of trust and open communication between the farm management and the workforce.

Operators shall not prevent workers' representatives from having access to workers in the workplace or from interacting with them.

When operating in countries where trade union activity is unlawful or where free and democratic trade union activity is not allowed, operators shall respect this principle by allowing workers to freely elect their own representatives with whom the company can enter into dialogue about workplace issues.

### 4. There is no discrimination in employment or occupation.

*Based on main ILO convention 111/1958. See also conventions 11, 135, 154 and recommendation 146, convention 100/1951, 11, 135, 100 (plantation convention), 154 and recommendation 146*

Operators shall not discriminate, exclude or have a certain preference for persons on the basis of gender, age, religion, race, caste, birth, social background, disability, ethnic and national origin, nationality, membership in unions or any other legitimated organizations, political affiliation or opinions, sexual orientation, family responsibilities, marital status, diseases or any other condition that could give rise to discrimination. In particular, workers shall not be harassed or disciplined on any of the grounds listed above.

All workers receive the same pay and have the same opportunities for work of the same nature and same degree of responsibility. Equal remuneration of workers, independently of gender, for work of equal value has to be respected in particular.

See also provisions on migrant workers in § 8

5. Wages are at least equal to legal minimum as stated in laws, industry standards or Collective Bargaining Agreements (CBA)

*Based on ILO convention 12/1958, 102/1952, 131/1970, 173/1992*

Operators shall comply, as a minimum, with wages mandated by governments' minimum wage legislation, (on a national or regional basis, according to what is relevant in the country), or with industry standards approved on the basis of collective bargaining, whichever is higher and in favour of the worker.

If they so choose, workers may receive part of their wage in kind for services such as housing, food or others offered by the operation. The value attributed to such deductions shall be fair and reasonable. Compulsive deductions from the minimum wage for such services are not permitted.

It is recommended that operators respect the right of the workers to receive a living wage that is sufficient to provide them with a decent living for themselves and their families, as well as the social benefits legally granted. [Name of the Association] supports efforts to define accurately living wages in the countries and regions of production. Once stakeholder agree on an accurate definition of "living wages" in a country or region, [Name of the Association] supports efforts to implement such "living wages" in all organic operations

6. Working hours are in line with international agreements, local laws, industry standards and Collective Bargaining Agreements (CBA)

*Based on ILO conventions 1/1919, 14/1921, 106/1957, 131/1970, 173/1992*

Employees shall be granted the right to take at least one day off after six consecutive days of work. Operators shall not require workers to work more than the contracted hours and the national or regional sectorial legislation. Overtime shall be remunerated in the form of supplementary payments or time off.

Normal working hours shall not exceed 48 hours a week unless defined differently in a collective bargaining agreement or local agreement. Hours of work, night work and rest periods for workers in agriculture shall be in accordance with national laws and regulations or collective agreements.

To permit flexibility and overtime in the peak season (e.g. harvest), an annual limit of working hours or a mutual agreement on overtime requirements in the peak period is necessary. Such an agreement has to be in line with current national labour legislation and ILO Convention C184.

7. Working conditions are in line with health and safety requirements

*Based on ILO conventions 155/1981 (occupational health and safety), 184/2001 (safety and health in agriculture)*

Operators shall provide appropriate safety training and equipment to protect workers from noise, dust, sunlight and exposure to chemicals or other hazards in all production and processing operations.

Operators respect the right to healthy working and living conditions of workers and local communities, without prejudice to the specific expectations set out hereunder. Vulnerable individuals such as - but not limited to - young workers, new and expecting mothers and persons with disabilities, shall receive special protection.

Operators shall ensure adequate access to potable water.

Operators shall provide residential employees with habitable housing and access to potable water; to sanitary and cooking facilities and to basic medical care. If families reside on the operation, the operator shall also enable access to basic medical care for family members and to school for children.

Operators shall comply with occupational health and safety regulations, or with international standards where domestic legislation is weak or poorly enforced.

The active co-operation between management and workers, and/or their representatives is essential in order to develop and implement systems towards ensuring a safe and healthy work environment. This may be achieved through the establishment of occupational health and safety committees.

Operators shall ensure that there are systems in place to detect, assess, avoid and respond to potential threats to the health and safety of workers. They shall take effective measures to prevent workers from having accidents, injuries or illnesses, arising from, associated with, or occurring during work. These measures should aim at minimizing so far as is reasonable the causes of hazards inherent within the workplace.

Operators will seek improving workers protection in case of accident including through compulsory insurance schemes.

#### 8. Working conditions comply at least with minimal social requirements of labour laws and regulations including Collective Bargaining Agreements (CBA), industry minimum standards, ILO and UN conventions

Operators shall provide written terms and conditions of employment to both permanent and temporary employees, in a language and presentation understandable to the worker. The terms and conditions must specify at least:

- wages;
- frequency and method of payment;
- location, type and hours of work;
- recognition of workers' freedom of association;
- disciplinary procedure;
- health and safety procedure;
- eligibility and terms of overtime, holiday pay, sickness benefit and other benefits such as maternity and paternity leave; and
- worker's right to terminate employment.

Operators shall ensure that the workers understand the terms of their employment contract. Operators shall respect the terms of the contract in good faith, including timely payment of wages.

Exception:

Oral mutual agreements on the terms and conditions of employment are sufficient in cases where the operator is unable to write, or

- workers are hired for periods of less than 6 days, or
- emergency labour is needed to address unpredictable problems

Operators shall have a fair disciplinary procedure before any suspension or dismissal. Workers dismissed shall be given full details of reasons for dismissal.

[Name of the Association] opposes all kind of human trafficking through illegal organisations or networks meddling between farmers and migrant workers to implement precarious employment conditions on farms. [Name of the Association] opposes any ransoming of farmers and/or workers through such organizations.

[Name of the Association] opposes employing non-legalized migrants in organic operations. Only in countries where the employment of these migrants can be the first step of a legalization process their employment will be accepted.

Operators and business partners should not be involved in any form of bribery, including (but not limited to) giving or receiving monetary bribes or other types of benefits. They confirm in written terms that they refrain from such practices.

[Name of the Association] supports Temporary Work Agencies with a legal status who can document that they fully respect all [Name of the Association] requirements. Temporary Work Agencies must be transparent and ready to document their compliance with the relevant labour legislation.

#### 9. Organic operations certified according to the [Name of the Association] Social Accountability Standard define an employment policy and operate a management system for human resources based on social accountability

Operators define in written an employment policy in line with [Name of the Association]'s normative requirements. To enforce this policy, they operate a management system for human resources in line with the size and the resources of the farm. This system

Defines responsible persons for the management of human resources  
Assesses compliance with all labour regulations and ILO requirements  
Provides easy mechanisms for a social dialogue, in particular regular meetings with employee's representatives at an appropriate frequency, with the aim to solve problems and conflicts as well as to answer concerns or grievances  
Assesses regularly the relations with the workforce and the need for improvement

10. Native rights are respected and native populations are protected

Operators do not conflict with the UN declaration on the right of native peoples <sup>3</sup>

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<sup>3</sup> The UN declaration of Rights of Indigenous Peoples (UNDRIP) established a universal framework of minimum standards for the survival, dignity, well-being and rights of the world's indigenous peoples. The main themes in the 46 articles consisting declaration are the right of self-determination, the right to be recognized as distinct peoples, the right to free, prior and informed consent and the right to be free of discrimination. [http://www.un.org/esa/socdev/unpfii/documents/DRIPS\\_en.pdf](http://www.un.org/esa/socdev/unpfii/documents/DRIPS_en.pdf)

