Part I – Table of Contents (excerpt)

Standards for the Production, Processing and Trade of 'Bud' Products

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* Page numbers are from the complete edition of the Bio Suisse Standards for the Production, Processing and Trade of ‘Bud’ Products. This segment and the list of abbreviations are excerpts.

Reading guide for the latest edition of the Bio Suisse Standards for the Production, Processing and Trade of ‘Bud’ Products

Every standard is composed of various parts. Standards are formulated by various decision-making bodies within the organization:

- The Assembly of Delegates adopts the principles and aims of each standard. These are marked by a green band at the side of the page.
- The directives that follow are based on the principles and define their technical implementation. Changes to the directives are first submitted to the Bio Suisse member organizations. If there are no objections within a period of 60 days, the changes go into effect by order of the Quality Committee. Directives are not specially marked within the text.
- For certain areas there are also operative implementing provisions that are issued and adapted by the responsible Bio Suisse Label Commissions. These are marked by a vertically pin-striped band at the side of the page.
- The appendices contain lists that could change at short notice as well as practical information. Various staff members and decision-making bodies are responsible for the appendices. The Bio Suisse head office maintains a complete list. Appendices immediately follow the sections to which they relate. They are designated as appendices and are marked by a horizontally pin-striped band at the side of the page.

These standards and additional documents that are designated with an arrow → are available online at: www.bio-suisse.ch ← Import with Bio Suisse and at www.bioaktuell.ch ← ‘Das Bioregelwerk’ (in German) ← ‘La réglementation bio’ (in French) ← ‘Le normative bio’ (in Italian).

This translation is provided for information purposes only and has no legal force. The original German version is definitive.
### List of Abbreviations

<table>
<thead>
<tr>
<th>Abbreviation</th>
<th>Description</th>
</tr>
</thead>
<tbody>
<tr>
<td>t</td>
<td>Designates ingredients at risk of contamination with GMOs. A declaration of assurance that the prohibition of the use of genetic engineering set out by the Swiss Ordinance on Organic Farming (SR 910.18) and Council Regulation (EC) 834/2007 was complied with is required.</td>
</tr>
<tr>
<td>°</td>
<td>Such designated products or procedures must be authorized by the Bio Suisse head office (this applies to on-farm processors as well as to licensees).</td>
</tr>
<tr>
<td>ADEB</td>
<td>areas dedicated to the enhancement of biodiversity</td>
</tr>
<tr>
<td>AG</td>
<td>Bio Suisse Advisory Group</td>
</tr>
<tr>
<td>AGRIDEA</td>
<td>Swiss agricultural extension centres (formerly LBL Landau and SRVA)</td>
</tr>
<tr>
<td>AgriTOP/BUL</td>
<td>Swiss Advisory Bureau for Accident Prevention in Agriculture</td>
</tr>
<tr>
<td>Agroscope</td>
<td>Swiss centre of excellence for research into agriculture, nutrition and the environment</td>
</tr>
<tr>
<td>AHV</td>
<td>Swiss Federal Old Age and Survivors’ Insurance</td>
</tr>
<tr>
<td>Anipo</td>
<td>Swiss Animal Protection Ordinance (SR 455.1)</td>
</tr>
<tr>
<td>A.O.C.</td>
<td>‘Appellation d’Origine Contrôlée’, registered designation of origin</td>
</tr>
<tr>
<td>BLW</td>
<td>Bundesamt für Landwirtschaft (Swiss Federal Office for Agriculture, FOAG)</td>
</tr>
<tr>
<td>BRC</td>
<td>British Retail Consortium</td>
</tr>
<tr>
<td>BTS</td>
<td>Swiss federal programme on ‘besonders tierfreundlichen Stallhaltungssysteme (BTS)’ (‘high welfare livestock housing’) in accordance with Art. 72 of the Swiss Ordinance on Direct Payments</td>
</tr>
<tr>
<td>CH-Bio</td>
<td>certified according to the Swiss Ordinance on Organic Farming (SR 910.18)</td>
</tr>
<tr>
<td>CHF</td>
<td>Swiss franc</td>
</tr>
<tr>
<td>COA</td>
<td>certified organic agriculture</td>
</tr>
<tr>
<td>DM</td>
<td>dry matter</td>
</tr>
<tr>
<td>EAER</td>
<td>Swiss Federal Department of Economic Affairs, Education and Research</td>
</tr>
<tr>
<td>ECA</td>
<td>ecological compensation area</td>
</tr>
<tr>
<td>ET</td>
<td>embryo transfer</td>
</tr>
<tr>
<td>EU organic</td>
<td>certified according to Council Regulation (EC) 889/2008</td>
</tr>
<tr>
<td>FDHA</td>
<td>Swiss Federal Department of Home Affairs</td>
</tr>
<tr>
<td>FiBL</td>
<td>Research Institute of Organic Agriculture, CH-5070 Frick</td>
</tr>
<tr>
<td>FOAG</td>
<td>Swiss Federal Office for Agriculture</td>
</tr>
<tr>
<td>FOPH</td>
<td>Swiss Federal Office of Public Health</td>
</tr>
<tr>
<td>FSVO</td>
<td>Swiss Federal Food Safety and Veterinary Office</td>
</tr>
<tr>
<td>GMOs</td>
<td>genetically modified organisms</td>
</tr>
<tr>
<td>GRUDAF</td>
<td>‘Principles of fertilizer application in arable and forage cultivation’</td>
</tr>
<tr>
<td>ha</td>
<td>hectare</td>
</tr>
<tr>
<td>HMF</td>
<td>hydroxymethylfurfural</td>
</tr>
<tr>
<td>ICS</td>
<td>internal control system</td>
</tr>
<tr>
<td>Acronym</td>
<td>Description</td>
</tr>
<tr>
<td>---------</td>
<td>-------------</td>
</tr>
<tr>
<td>IFCO</td>
<td>acronym for 'international fruit container'</td>
</tr>
<tr>
<td>IFOAM</td>
<td>International Federation of Organic Agriculture Movements</td>
</tr>
<tr>
<td>IFS</td>
<td>International Featured Standards (aka International Food Standard)</td>
</tr>
<tr>
<td>ILO</td>
<td>International Labour Organization</td>
</tr>
<tr>
<td>IP</td>
<td>integrated production</td>
</tr>
<tr>
<td>LCI</td>
<td>Bio Suisse Label Commission 'Import'</td>
</tr>
<tr>
<td>LCP</td>
<td>Bio Suisse Label Commission 'Production'</td>
</tr>
<tr>
<td>LCPT</td>
<td>Bio Suisse Label Commission 'Processing and Trade'</td>
</tr>
<tr>
<td>LMU</td>
<td>livestock manure units</td>
</tr>
<tr>
<td>LU</td>
<td>livestock unit</td>
</tr>
<tr>
<td>LW</td>
<td>live weight</td>
</tr>
<tr>
<td>METAS</td>
<td>Swiss Federal Office of Metrology and Accreditation</td>
</tr>
<tr>
<td>non-organic</td>
<td>not certified according to any organic standard (i.e., from conventional or IP agriculture); the term 'conventional' is also frequently used (e.g., on labels)</td>
</tr>
<tr>
<td>PAK</td>
<td>'Produzenten-Anerkennungskommission' ('Bio Suisse Producers Approval Commission'), a committee that preceded the LCP</td>
</tr>
<tr>
<td>PEP</td>
<td>'proof of ecological performance' (in accordance with the Swiss Ordinance on Direct Payments, (SR 910.13)</td>
</tr>
<tr>
<td>PIWI</td>
<td>fungus-resistant variety</td>
</tr>
<tr>
<td>PVC</td>
<td>polyvinyl chloride</td>
</tr>
<tr>
<td>RAUS</td>
<td>'Regelmässiger Auslauf im Freien', Swiss federal programme on sufficient access to range and/or pasture in accordance with the Swiss Ordinance on Direct Payments (SR 910.13)</td>
</tr>
<tr>
<td>Swissmedic</td>
<td>Swiss Agency for Therapeutic Products</td>
</tr>
<tr>
<td>UAA</td>
<td>utilized agricultural area</td>
</tr>
<tr>
<td>UHT</td>
<td>ultra-high temperature processing or ultra-heat treatment; a method of sterilizing milk and milk products by briefly heating them above 135°C (275°F)</td>
</tr>
<tr>
<td>UV</td>
<td>ultraviolet light; invisible electromagnetic radiation with a wavelength from 1 nm to 380 nm</td>
</tr>
<tr>
<td>WPO</td>
<td>Swiss Waters Protection Ordinance (SR 814.201)</td>
</tr>
</tbody>
</table>

All Swiss federal laws and ordinances may be obtained from the Swiss Federal Office for Buildings and Logistics (FBL) (formerly the Federal Printed Matter and Materials Centre, or EDMZ), 3003 Bern, Tel. 031 325 50 50, or downloaded from the Swiss Federal Council website: www.admin.ch  ➔ Federal Law
Legal Notice

is a registered trademark with the Swiss Federal Institute of Intellectual Property (CH-3003 Bern) and is entered under the registration numbers 405758 and P-479695.

'KNOSPE' is a registered trademark with the Swiss Federal Institute of Intellectual Property (CH-3003 Bern) and is entered under the registration number P-494457.

'BOURGEON' is a registered trademark with the Swiss Federal Institute of Intellectual Property (CH-3003 Bern) and is entered under the registration number P-494456.

'GEMMA' is a registered trademark with the Swiss Federal Institute of Intellectual Property (CH-3003 Bern) and is entered under the registration number P-494458.

'BUD' is a registered trademark with the Swiss Federal Institute of Intellectual Property (CH-3003 Bern) and is entered under the registration number P-494459.
Part I: Common Standards

Scope of application

The standards of Bio Suisse (the Association of Swiss Organic Agriculture Organizations) apply:

- to the production of plant and animal products which are marketed under the ‘Bud’ logo, which is the trademark of Bio Suisse, or that are claimed to have been produced in compliance with the Bio Suisse standards;
- to the processing and trade of foods that are partly or wholly composed of raw materials produced in compliance with the Bio Suisse standards and that carry the ‘Bud’ logo;
- to auxiliary inputs that carry the ‘Bud’ logo or that are claimed to have been produced in compliance with the Bio Suisse standards.

The Bio Suisse statutes determine who is responsible for the adoption and revision of these standards.

The following additional documents are an integral part of these standards and may be obtained from Bio Suisse:

1. the catalogue of criteria for granting derogations to producers
2. the list of approved auxiliary inputs for organic farming in Switzerland
3. the Bio Suisse/Agroscope/FiBL list of approved feedstuffs: ‘Grundlagen für die Herstellung und den Einsatz von Futtermitteln im biologischen Landbau’ (‘Conditions for the production and use of feedstuffs in organic farming’, German and French only)
4. the catalogue of sanctions for producers
5. the catalogue of sanctions for licensees
6. the list of Bio Suisse member organizations

Individual member organizations are free to impose further conditions on their members in some aspects.

Where legal provisions governing the processing, storage or specifications of foods conflict with these standards, there is no legal claim to the use of the ‘Bud’ logo.
2 Contractual obligations and mandatory inspections

Producers (i.e., farming operations; producers of agricultural products) and licensees (processing and trading operations) must be regularly inspected to ensure that they comply with the Bio Suisse standards. To this end, they must enter into a contract with an inspection and certification body approved by Bio Suisse.

An operation may not enter into contracts with two approved certification bodies at the same time. Derogations may only be issued by an operation’s own certification body.

Producers are entitled by a production contract to use the protected 'Bud' logo and are obliged to pay membership fees and marketing contributions. The contract also regulates the labelling of products offered for sale and trade. Producers that achieve a substantial turnover from trading purchased 'Bud' products are additionally obliged to conclude a trademark licence agreement.

Processing and trading operations may only acquire the right to use the 'Bud' logo by concluding an agreement with Bio Suisse. Anyone whose products carry the 'Bud' logo is obliged to conclude a trademark licence agreement and pay licence fees.

Anyone who uses the 'Bud' logo for any other purpose must conclude a trademark usage agreement with Bio Suisse and pay trademark usage fees.
2.1 Inspections and certification

2.1.1 Inspection and certification contracts
Producers (i.e., farming operations; producers of agricultural products) and processing and trading operations must enter into an inspection contract with an inspection and certification body that is accredited by the Swiss government (or by the Swiss Federal Institute of Metrology, METAS) and approved by Bio Suisse. The operations manager will receive a certification contract together with the inspection contract. 'Bud' producers and licensees must be inspected and certified annually by the approved inspection and certification body to ensure that they comply with the Bio Suisse standards.

2.1.1.1 Approved inspection and certification bodies
Inspection and certification bodies are considered approved when they have concluded a contract with Bio Suisse. The Bio Suisse Steering Committee is responsible for establishing criteria and making decisions regarding the eligibility of companies to inspect and certify farming, processing and trading operations according to the Bio Suisse standards.

→ In reference to part I, section 2.1.1.1 see also: ‘Organizations authorized to conduct inspections and certify according to the Bio Suisse standards (in Switzerland)’ (appendix to part I, chapter 2.1).

2.1.2 Inspection of producers (i.e., farming operations, producers of agricultural products)
Farming operations must keep records of their purchases and use of fertilizers, feeds and feed additives, and plant protection products. Inputs which are not permitted by these standards may not be present on the farming operation.

Farming operations must also keep production records and suitably detailed records of purchases and sales.

When 'Bud' farming operations cooperate on crop rotations and fertilization, they must all have contracts with the same certification body.

All 'Bud' farming operations will also automatically be inspected according to Swiss quality management requirements for meat production.

Accounting for feed inventory discrepancies during inspections: During inspections, feed that has already been consumed must always be taken into account. Inspectors may not automatically assume that the feed supply is commensurate with the feed purchased. Particular attention should be paid to this aspect if there have been large purchases of feed or if the farming operation is deemed to have 'reached its limit'. (LCP 5/18/1999)

2.1.3 Inspection of processing and trading operations

2.1.3.1 Obligation to keep records, bookkeeping
The licensee must demonstrate compliance with these standards. Records and bookkeeping must be complete and accurate for all stages, from agricultural production to transport, from storage facilities to processing and packaging by the processor or wholesaler, all the way through to retail.

Every product must be traceable back to its place of origin. If products from different places of origin are commingled during storage or processing, the origins must be identifiable from the records.

The licensee must retain a separate sample from each batch and keep it until the expiry date. Derogations may be granted by Bio Suisse. Bio Suisse may collect random samples of certain products via the inspection body and deposit them with a neutral party.

2.1.3.2 Inspections
Inspections serve to check compliance with these standards and review the general conditions of the licence agreement. In particular, every place connected with the production of the organic products is examined and the chain of custody is verified.
### Appendix to part I, chapter 2.1

**Organizations authorized to conduct inspections and certify according to the Bio Suisse standards (in Switzerland)**

#### 1. Certification bodies for producers (incl. on-farm processing) and for aquaculture

<table>
<thead>
<tr>
<th>Organization</th>
<th>Address</th>
<th>Phone</th>
<th>Fax</th>
<th>Email</th>
<th>Website</th>
<th>Accreditation number</th>
<th>Certification body code which appears on the packaging of organic products</th>
</tr>
</thead>
<tbody>
<tr>
<td>bio.inspecta AG</td>
<td>PO box 5070 Frick, Switzerland</td>
<td>062 865 63 00</td>
<td>062 865 63 01</td>
<td><a href="mailto:admin@bio-inspecta.ch">admin@bio-inspecta.ch</a></td>
<td><a href="http://www.bio-inspecta.ch">www.bio-inspecta.ch</a></td>
<td>SCESp 006</td>
<td>CH-BIO-006</td>
</tr>
<tr>
<td>Bio Test Agro AG (BTA)</td>
<td>Schwand 3110 Münisingen BE, Switzerland</td>
<td>031 722 10 70</td>
<td>031 722 10 71</td>
<td><a href="mailto:info@bio-test-agro.ch">info@bio-test-agro.ch</a></td>
<td><a href="http://www.bio-test-agro.ch">www.bio-test-agro.ch</a></td>
<td>SCESp 086</td>
<td>CH-BIO-086</td>
</tr>
</tbody>
</table>

**2. Inspection bodies for processing and trade**

#### Unlimited authorization

<table>
<thead>
<tr>
<th>Organization</th>
<th>Address</th>
<th>Phone</th>
<th>Fax</th>
<th>Email</th>
<th>Website</th>
<th>Accreditation number</th>
<th>Certification body code which appears on the packaging of organic products</th>
</tr>
</thead>
<tbody>
<tr>
<td>bio.inspecta AG</td>
<td>PO box 5070 Frick, Switzerland</td>
<td>062 865 63 00</td>
<td>062 865 63 01</td>
<td><a href="mailto:admin@bio-inspecta.ch">admin@bio-inspecta.ch</a></td>
<td><a href="http://www.bio-inspecta.ch">www.bio-inspecta.ch</a></td>
<td>SCESp 006</td>
<td>CH-BIO-006</td>
</tr>
<tr>
<td>IMOswiss AG</td>
<td>Weststrasse 51 8570 Weinfelden, Switzerland</td>
<td>071 626 06 26</td>
<td>071 626 06 23</td>
<td><a href="mailto:imo@imo.ch">imo@imo.ch</a></td>
<td><a href="http://www.imo.ch">www.imo.ch</a></td>
<td>SCESp 004</td>
<td>CH-BIO-004</td>
</tr>
<tr>
<td>ProCert AG</td>
<td>Holzikofenweg 22 3000 Bern 23, Switzerland</td>
<td>031 560 67 67</td>
<td>031 560 67 60</td>
<td><a href="mailto:bern@procert.ch">bern@procert.ch</a></td>
<td><a href="http://www.procert.ch">www.procert.ch</a></td>
<td>SCESp 038</td>
<td>CH-BIO-038</td>
</tr>
</tbody>
</table>

**Authorization limited to the small-scale commercial sector**

<table>
<thead>
<tr>
<th>Organization</th>
<th>Address</th>
<th>Phone</th>
<th>Fax</th>
<th>Email</th>
<th>Website</th>
<th>Accreditation number</th>
<th>Certification body code which appears on the packaging of organic products</th>
</tr>
</thead>
<tbody>
<tr>
<td>Bio Test Agro AG (BTA)</td>
<td>Schwand 3110 Münisingen BE, Switzerland</td>
<td>031 722 10 70</td>
<td>031 722 10 71</td>
<td><a href="mailto:info@bio-test-agro.ch">info@bio-test-agro.ch</a></td>
<td><a href="http://www.bio-inspecta.ch">www.bio-inspecta.ch</a></td>
<td>SCESp 086</td>
<td>CH-BIO-086</td>
</tr>
</tbody>
</table>

* Authorization is restricted to the certification of independent operations with a maximum employment percentage equivalent to 20 full-time jobs or with a turnover that does not exceed 10 million CHF (in conformity with the Swiss Fed. Structure Improvement Ordinance [SR 913.1], Art. 10a, §§ 1 a and c).
2.2 The production contract between producers and Bio Suisse

2.2.1 The 'Bud' production contract
Producers are entitled by the production contract to use the protected 'Bud' logo and are obliged to pay membership fees and marketing contributions. The contract also regulates the labelling of products offered for sale and trade. Producers that achieve a substantial turnover from trading purchased 'Bud' products are additionally obliged to conclude a trademark licence agreement. The Bio Suisse Steering Committee is responsible for establishing the relevant terms and conditions.

2.2.2 The licensing requirement
Use of the registered 'Bud' trademark is free of charge for producers. No licence is required for products produced entirely from a farming operation's own resources.

Producers that annually purchase 'Bud' products valued at more than CHF 150,0001 and resell those products as direct marketers must conclude a trademark licence agreement with Bio Suisse. The fee schedule for direct-marketing producers will apply.

Producers that trade in 'Bud' products but not as direct marketers must conclude a trademark licence agreement with Bio Suisse if they annually purchase 'Bud' products valued at more than CHF 150,0001. The fee schedule for the 'Bud' trademark license agreement will apply.

2.2.3 Mandatory membership for commercial milk producers2
All commercial milk producers2 must be members of an organic dairy association that is approved by Bio Suisse. Alternatively, they may be registered with Bio Suisse if they fulfil one of the following criteria:
- They are commercial milk producers2 that do not sell milk as 'organic' or 'in conversion'.
- They are commercial milk producers2 that only market their milk directly.
- They are commercial milk producers2 that sell all of the milk they produce to other operations as milk for suckling.

Milk that is suckled by calves on a producer's own operation (for breeding or fattening) is not considered commercial milk. Operations that use their milk solely for these purposes need not be members of an organic dairy association, nor must they be registered with Bio Suisse. (LCP 6/2013)

2.2.3.1 Organic dairy associations
The Label Commission 'Production' (LCP) is responsible for issuing criteria for approval. The LCP may grant or withdraw approval and may impose sanctions. Criteria for approval include the structure of the organization, the minimum amount of organic milk to be produced, and participation in the Milchmarktrunde (the Swiss organic dairy board). The organic dairy associations agree to comply with any unanimous decisions made by the Milchmarktrunde. The LCP decides about granting or withdrawing approval as well as imposing any sanctions.

Organic dairy associations are considered approved once they have concluded a production contract with Bio Suisse. The Bio Suisse head office maintains a list of approved associations.

Organic dairy associations currently approved by Bio Suisse:
- Biomilchpool GmbH
- BMR ZMP
- IG Biomilch MIBA
- PMO Züger/Foster
- PROGANA
- Verein Biolieferanten Emmi-Biedermann

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1 This applies to the net value of the products excluding VAT and licence fees. Packaged purchased and resold products may be deducted from this amount. In the case of crates or other open containers, this only applies if the entire crated delivery was sold to the final consumer unchanged, i.e., no part of the delivery was sold openly.

2 This only applies to cow's milk producers.
2.2.3.2 Documentation requirements

'Bud' operations must be able to furnish written proof of their membership in an approved organic dairy association at the time of their inspection. A written confirmation of membership or a recent milk statement will suffice as proof. Those operations that are registered with Bio Suisse will receive confirmation from Bio Suisse to show during inspections.

The organic dairy associations must provide annual documentation of their compliance with the criteria for approval as well as with any imposed penalty provisions. The organic dairy associations furthermore grant Bio Suisse access to their current membership lists.

2.3 The trademark licence agreement between processing and trading companies and Bio Suisse

Bio Suisse is the owner of the protected 'Bud' logo. The right of third parties to use the protected logo may only be obtained by contractual agreement. A trademark licence agreement is contingent on inspections and certification according to the Bio Suisse standards.

The following areas do not fall under the obligation to conclude a trademark license agreement with Bio Suisse:
- trade in live animals, except for the slaughter cattle trade
- salaried work commissioned by 'Bud' licensees or 'Bud' producers according to a written wage agreement
- storage and trade of products that are packaged, labelled and ready for sale (except for imported products)
- restaurants and food service operations that use the standard contract for cuisine with 'Bud' products (see part III, chapter 14)
- manufacturers of mushroom substrate for 'Bud' producers (see part II, section 3.4.3)

Operations that are exempt from the obligation to conclude a trademark licence agreement with Bio Suisse but wish to use the protected 'Bud' logo must conclude a trademark usage agreement with Bio Suisse.

2.4 Fees

Fees for the production contract are determined by the Bio Suisse Assembly of Delegates. Fees for the trademark licence agreement are annually determined by the Bio Suisse Steering Committee in the form of a separate fee schedule.

In reference to 2.4 see also: 'Terms and conditions of the Bio Suisse 'Bud' production contract' (Appendix 1 of part I, chapter 2); 'Terms and conditions of the Bio Suisse trademark licence agreement' (Appendix 2 of part I, chapter 2); 'Fee schedule for the 'Bud' trademark licence agreement' (Appendix 3 of part I, chapter 2); 'Fee schedule for members' (appendix of the Bio Suisse Statutes); sector-specific regulations for the restaurant and food service industry, beekeepers, meat producers and wholesalers; 'Fee schedule for direct-marketing producers'.

2.5 Derogations

The Label Commissions are responsible for issuing derogations. Derogations are only valid for a limited time.

2.6 Violations and sanctions

Sanctions imposed in case of violations of these standards are defined in the Bio Suisse rules on sanctions. The weakest sanction is a warning, whereby the problem must be remedied within a prescribed period of time. The strongest sanction is revocation of an operation's certification, i.e., annulment of its production contract or trademark licence agreement together with the imposition of a contract penalty, compensation for damages (where applicable) and publication of the decision.

2.6.1 Appeals

Appeals against decisions of the Label Commissions are dealt with by the Bio Suisse Quality Committee. Appeals against sanctions must be addressed to the body that imposed the sanction (as per the instructions about the right to appeal). Appeals against decisions made by the certification body must be addressed to the certification body.
2.6.2 Membership ban

In the event of purposeful or repeated violations of the Bio Suisse 'Bud' production contract and the contract components in section 3 of the contract, the LCP can impose a membership ban of up to 5 years.

→ In reference to chapter 2.6, see the catalogue of sanctions for producers and the catalogue of sanctions for licensees.
Appendix 1 to part I, chapter 2

Terms and conditions of the Bio Suisse 'Bud' production contract

A. Obligations and responsibilities of Bio Suisse

1. Protection of the registered trademark 'Bud'
Bio Suisse is an independent, non-profit organization that represents the interests of Swiss 'Bud' production operations and licensees. Bio Suisse is the holder of the registered trademark 'Bud' and is responsible for the management and protection of its legitimate use. Any violations of the Bio Suisse standards or improper use of the registered trademark 'Bud' will be punished by Bio Suisse with severe penalties as per the provisions of the Bio Suisse catalogue of sanctions. Bio Suisse shall furthermore take immediate action and, if necessary, instigate legal proceedings in case of any improper use of the 'Bud' logo, any improper reference to the Bio Suisse standards, or any unauthorized imitation.

2. Permission to use the registered trademark 'Bud'
By signing the Bio Suisse 'Bud' production contract, Bio Suisse grants the production operation permission to use the registered trademark 'Bud'. In addition to the terms of the production contract, further requirements must be met before its products may bear the 'Bud' logo: The operation must procure a certificate from a certification body that is approved by Bio Suisse which affirms its compliance with the Bio Suisse standards, and the operation must belong to a Bio Suisse member organization. Imported products must meet the requirements of the Swiss Ordinance on Organic Farming (SR 910.18) (the products must originate from a country on the list of third countries or there must be an individual authorization for their importation). Furthermore, importers must furnish a volume-related import certificate and acquire from Bio Suisse an additional 'Bud' stamp of approval.

3. Further revisions to the Bio Suisse standards
Bio Suisse continually updates its standards. A production operation may contribute ideas and help shape these standards through its member organization or by participating in Bio Suisse committees.

4. Providing information to 'Bud' production operations
Bio Suisse is committed to keeping its contracting partners up to date by regularly publishing information about organic farming, the organic market, quality assurance and other topics in bioaktuell, the official Bio Suisse magazine.

5. Public relations and market development
Bio Suisse regularly informs the public about organic farming and the benefits of 'Bud' products. Bio Suisse is an advocate for organic farming at the political level, promoting the 'Bud' brand by various means. Bio Suisse provides production operations with informational and promotional materials at cost price.

Bio Suisse coordinates the marketing activities of its production operations and licensees. The Assembly of Delegates can issue marketing standards that regulate market entry and contain provisions that apply to the production operations.

Bio Suisse creates market transparency and periodically provides market participants with information about the market situation. Bio Suisse fosters contact between processing, trading and importing operations and actively promotes the sale of 'Bud' products.
B. Obligations of 'Bud' production operations

6. Compliance with the Bio Suisse standards and directives
The production operation is obliged to comply with the contract components as per section 3 of the Bio Suisse 'Bud' production contract, particularly with the Bio Suisse Standards for the Production, Processing and Trade of 'Bud' Products. This applies to the entire operation from the start of the conversion period.

7. Inspections and certification by approved organizations
The production operation must conclude a separate contract with a certification body that is approved by Bio Suisse for the certification of all products that the operation produces, sells and/or processes in compliance with the Bio Suisse standards. The production operation is thereby subject to an officially recognized inspection and certification system. Inspections may be conducted by other organizations that are approved by Bio Suisse, whereby in such cases the inspection reports must be furnished to an approved certification body for certification.

A certification body that is approved by Bio Suisse certifies compliance with the Bio Suisse standards throughout the entire operation. Permission to use the registered trademark 'Bud' and refer to the Bio Suisse standards is only granted through the 'Bud' production contract. Bio Suisse reserves the right to withdraw permission to use the 'Bud' logo even when compliance with the Bio Suisse standards has been confirmed by an approved certification body if the terms and conditions of the Bio Suisse 'Bud' production contract are not met.

By signing this contract, the production operation authorizes the commissioned inspection and certification body to forward all of the data collected at the operation to Bio Suisse.

8. Labelling organic products
The production operation is obliged to provide accurate information on product labels in compliance with the Bio Suisse standards, directives and other Bio Suisse instructions.

9. Market presence
Direct-marketing production operations promote the 'Bud' brand as much as possible by utilizing promotional and packaging materials developed by Bio Suisse and by designing their own products according to the directives given by the Label Commissions. Production operations support efforts to establish fair and just prices for organic products. If requested, and under the strictest confidentiality, they provide Bio Suisse and organizations commissioned by Bio Suisse with information regarding planted crops and/or quantities sold, thereby supporting Bio Suisse in its efforts to coordinate the market. They take note of the price recommendations given by Bio Suisse.

10. Training and continuing education
During the inspection that takes place in the first year of the conversion period, the production operation must provide proof of attendance in the mandatory training sessions prescribed by the Bio Suisse standards. The production operation is responsible for the continuing training of its employees.

11. Purchased 'Bud' products
Production operations that achieve a given turnover with purchased 'Bud' products must also conclude a trademark licence agreement with Bio Suisse and pay the licence fees. The minimum turnover is set in the directives issued by the Bio Suisse Label Commissions, and the amount charged for licence fees is given in the fee schedule for the 'Bud' trademark licence agreement.

12. Reporting third-party complaints
Production operations must report any third-party complaints (e.g., by cantonal authorities) to Bio Suisse without undue delay, particularly complaints related to legislation governing the protection of food quality, animal welfare, water quality or those related to the Swiss Ordinance on Organic Farming (SR 910.18). The production operation authorizes Bio Suisse to investigate third-party complaints that are lodged with their inspection and certification body.
C. Privacy

13. Privacy policy
Bio Suisse is entitled to publish the name, address, identification number and certification status of the production operation. Bio Suisse will keep all other data pertaining to the operation confidential. Addresses will only be released to third parties for non-commercial purposes. Individual data will only be disclosed to federal and cantonal authorities that are responsible for enforcing the Swiss Ordinance on Organic Farming (SR 910.18) and food quality legislation, as well as to inspection and certification bodies that are approved according to section 7 of these terms and conditions. All other entities will only receive data in an anonymous form or with the written consent of the production operation. In case of serious marketing breaches, Bio Suisse reserves the right to publish the name of the operation in question in its official magazine (bioaktuell).

Bio Suisse binds its employees to maintain the strictest confidentiality with regard to all data in connection with the ‘Bud’ production contract. This pertains both to data received directly from the production operation itself as well as to data received from a commissioned inspection and certification body.

D. Breaches of contract; the right of appeal

14. Consequences of breaches of contract
Breaches of the Bio Suisse ‘Bud’ production contract and the contract components in section 3 will be punished as per the provisions of the Label Commissions’ catalogue of sanctions. Serious violations may lead to: the imposition of a contract penalty of up to CHF 20,000; the disgorgement of any unjustly gained profits from ‘Bud’ products to Bio Suisse; a suspension of marketing activities; withdrawal of the ‘Bud’ products from the market; or termination of the ‘Bud’ production contract without notice. The profitability of the operation will be taken into account when a contract penalty is determined. In the event of purposeful or repeated violations of the Bio Suisse ‘Bud’ production contract and the contract components in section 3 of the contract, the LCP can impose a membership ban of up to 5 years.

The production operation concerned may submit a written appeal against sanction decisions to the appropriate appeal panel.

Bio Suisse reserves the right to assert further damages. The following situations will lead to termination of the Bio Suisse ‘Bud’ production contract:

- lack of or termination of a contract with an inspection and certification body that is approved by Bio Suisse
- lack of membership in a Bio Suisse member organization
- nonpayment of membership fees, product-specific taxes or licensing fees

Termination of the contract ends the production operation’s permission to use the registered trademark ‘Bud’ as well as its membership.
Appendix 2 to part I, chapter 2

Terms and conditions of the Bio Suisse trademark licence agreement

A. Obligations and responsibilities of Bio Suisse

Protection of the registered trademark ‘Bud’
Bio Suisse is an independent, non-profit organization that represents the interests of Swiss ‘Bud’ producers and licensees. Bio Suisse is the holder of the registered trademark ‘Bud’ and is responsible for the management and protection of its legitimate use. Any violations of the Bio Suisse standards or improper use of the registered trademark ‘Bud’ will be punished by Bio Suisse with severe penalties as per the provisions of the Bio Suisse catalogue of sanctions. Bio Suisse shall furthermore take immediate action and, if necessary, instigate legal proceedings in case of any improper use of the Bio Suisse ‘Bud’ logo, any improper reference to the Bio Suisse standards or any unauthorized imitation.

Permission to use the registered trademark ‘Bud’
By signing the trademark licence agreement, Bio Suisse permits the licensee to use the registered trademark ‘Bud’ on the products listed in the appendix to the agreement. Before products may bear the ‘Bud’ logo, the licensee must meet the terms of the trademark licence agreement and must procure a certificate from a certification body that is approved by Bio Suisse which affirms its compliance with the Bio Suisse standards. Imported products must meet the requirements of the Swiss Ordinance on Organic Farming (SR 910.18). Furthermore, importers must furnish a volume-related certificate of inspection and acquire from Bio Suisse an additional ‘Bud’ stamp of approval.

Further revisions to the Bio Suisse standards
Bio Suisse continually updates its standards. If licensed products are to be affected by changes to the standards, the licensees concerned will be consulted.

Providing information to licensees
Bio Suisse is committed to keeping its licensees up to date by regularly publishing information about organic farming, processing, the organic market, quality assurance and other topics in bioaktuell, the official Bio Suisse magazine.

Public relations, communications and market development
Bio Suisse regularly informs the public about organic farming and the benefits of ‘Bud’ products. Bio Suisse is an advocate for organic farming at the political level while actively and professionally promoting ‘Bud’ products. Bio Suisse provides licensees with informational and promotional materials at cost price.

Bio Suisse creates market transparency and periodically provides market participants with information about the market situation. Bio Suisse fosters contact between processing, trading and importing operations, actively promotes the sale of ‘Bud’ products, supports product development and works to open up new business channels.

Quality management and development
Bio Suisse supports the endeavours of licensees to ensure and improve the quality of ‘Bud’ products. If deficiencies in quality are discovered, Bio Suisse actively participates in finding the source and developing an appropriate course of action.
B. Obligations of 'Bud' licensees

Compliance with the Bio Suisse standards
The licensee is obliged to comply with the current valid version of the Bio Suisse Standards for the Production, Processing and Trade of 'Bud' Products, any rulings based thereon, as well as any legal provisions.

The market launch of new products and every change to certified products (including formulas, processing, production sites, etc.) are subject to Bio Suisse approval.

If licensees discover any violation of the Bio Suisse standards outside of the time of inspection (through complaints, third-party information or from within their own operation), they are obliged to take immediate remedial steps and to notify both Bio Suisse and the certification body. Licensees are particularly obliged to report any residues of substances not allowed in organic farming found in products that are meant to be sold as 'Bud' products, as well as any fraudulent activities perpetrated by suppliers or purchasers of 'Bud' products anywhere along the entire supply chain.

Inspections and certification by approved organizations
The licensee must conclude a separate contract with a certification body that is approved by Bio Suisse for the inspection and certification of all products listed in the appendix to the trademark licence agreement.

The certification body confirms that the licensed products are in compliance with the Bio Suisse standards. Permission to use the registered trademark 'Bud' and refer to the Bio Suisse standards is only granted through the trademark licence agreement. The products concerned are listed in the appendix to the trademark licence agreement.

Bio Suisse reserves the right to withdraw permission to use the 'Bud' logo even when compliance with the Bio Suisse standards has been confirmed by an approved certification body if the terms and conditions of the trademark licence agreement and the terms and conditions of the Bio Suisse trademark licence are not met.

The chosen inspection and certification body is responsible for inspecting the entire organic segment of the operation. Partial inspections, e.g., of only the 'Bud' segment, are prohibited.

Use of the 'Bud' trademark
The licensee is obliged to label products accurately in compliance with the Bio Suisse standards and the Corporate Design Manual. New or changed packaging and promotional materials that bear the 'Bud' logo must always be submitted to Bio Suisse for approval before printing.

Business policy with regard to 'Bud' products
The licensee explicitly agrees to promote organic agriculture in Switzerland and strives to offer high-quality 'Bud' products. Licensees inform their customers about the benefits of 'Bud' products and play an essential part in shaping the positive Bio Suisse image. As far as possible, the licensee will give priority to locally sourced 'Bud' products. Licensees strive to continually increase sales of 'Bud' products.

The licensee shall promote fair and just prices for 'Bud' products that reflect long-term market conditions, production costs and the concerns of consumers. The licensee shall take note of producer prices that are negotiated between Bio Suisse and trading partners and refrain from undercutting other sellers by offering 'Bud' products at permanently low prices. If requested and under the strictest confidentiality, the licensee shall provide Bio Suisse and organizations commissioned by Bio Suisse with information regarding quantities sold, thereby supporting Bio Suisse in its efforts to coordinate the market.

Training and continuing education
The licensee shall hold regular training sessions on organic farming and processing for employees who produce or sell 'Bud' products in order to increase their expertise with regard to these products.
C. Privacy

Privacy policy
Bio Suisse will keep all other data pertaining to the licensee confidential.

Bio Suisse binds its employees to maintain the strictest confidentiality with regard to all data in connection with the Bio Suisse trademark licence agreement. This pertains both to data received directly from the licensee as well as to data received from a commissioned inspection and certification body. However, Bio Suisse reserves the right to exchange data with the responsible inspection and certification body.

Bio Suisse will publish the information recorded on the ‘Bud’ attestation in a publicly available list of products that are certified to Bio Suisse standards.

By signing the trademark licence agreement, the licensee authorizes the commissioned inspection and certification body to forward to Bio Suisse all data on the licensed products that pertain to quality assurance.

D. Breaches of contract; the right of appeal

Consequences of breaches of the trademark licence agreement
Any breach of the Bio Suisse trademark licence agreement, particularly any violation of the standards or improper use of the ‘Bud’ logo, any unauthorized change to licensed products, the failure to pay fees, or the nondisclosure of reportable information will be punished as per the provisions of the Bio Suisse catalogue of sanctions. Serious violations may lead to: the disgorgement of any unjustly gained profits from ‘Bud’ products to Bio Suisse; a suspension of production and marketing activities; withdrawal of the ‘Bud’ products from the market; or termination of the trademark licence agreement without notice and the imposition of a contract penalty. The profitability of the operation will be taken into account when a contract penalty is determined.

Bio Suisse reserves the right to assert further damages.
The licensee concerned may submit a written appeal against sanction decisions to the appropriate appeal panel. Appeals will be dealt with in accordance with the Bio Suisse statutes.

The lack or termination of a contract with an inspection and certification body that is approved by Bio Suisse will also result in the termination of the trademark licence agreement. Termination of the trademark licence agreement ends the licensee’s permission to use the registered trademark ‘Bud’.
Appendix 3 to part I, chapter 2

Fee schedule for the Bio Suisse trademark licence agreement

This fee schedule applies to turnover as of the 2011 calendar year and was adopted by the Bio Suisse Steering Committee.

1. The basis of calculation
Licence fees are calculated according to the turnover achieved through the sale of ‘Bud’ products during the given calendar year.

2. The basic trademark licence
Licensees who generate a turnover of up to CHF 100,000 pay a yearly flat fee of CHF 300, provided that their invoices contain no reference to trademark licence fees (see point 4 for exceptions). The calculation is based on turnover figures which are calculated biannually. Bio Suisse must be notified if the turnover generated from the sale of ‘Bud’ products exceeds CHF 100,000 during the non-reporting year. In such cases, the regular fees will apply.

3. The fee schedule
Licensees whose declared annual ‘Bud’ turnover exceeds CHF 100,000 must pay a standard rate of 0.9% of the turnover generated from the sale of ‘Bud’ products. The minimum fee is CHF 300.

4. Invoice declaration
When products which require a trademark license are delivered to other licensees, then the invoice must contain a notification of the associated fee (‘includes 0.9% Bio Suisse trademark licence fees’). A general statement of confirmation may only be given in justified cases and with the consent of Bio Suisse.

Exception: Because licensees who hold a basic licence pursuant to point 2 pay a flat fee, their invoices may not contain the notification ‘includes 0.9% Bio Suisse trademark licence fees’. Should this notification appear on their invoices anyway, then they must pay Bio Suisse the standard rate of 0.9% trademark licence fees.

5. Deduction claims
- A licensee may claim a deduction for trademark licence fees which other licensees have charged for deliveries of ‘Bud’ products when the invoices contain the notification ‘includes 0.9% Bio Suisse trademark licence fees’. The standard rate of 0.9% trademark licence fees will apply.
- Every claim must be verifiable through invoices or through general statements of confirmation by the suppliers. These must contain the notification ‘includes 0.9% Bio Suisse trademark licence fees’.
- The right to claim a deduction only applies if the added value that is generated results in sales of ‘Bud’ products. This means that primary products are incorporated into ‘Bud’ products that are subject to trademark licence fees.
- If the entire deductible amount cannot be claimed because it exceeds the entire amount owed for the trademark licence fees, Bio Suisse may, upon receipt of a written application, make an exception and grant a partial or complete transfer of this deduction to the next fiscal year.

6. Trade
If a licensee sells purchased ‘Bud’ products, that is, if the licensee neither processes nor repackages those products, but resells them in the original packaging under the name of the producer/supplier, this practice conforms to the Bio Suisse standards and directives and is not subject to trademark licence fees. No trademark licence fees are required for the turnover generated with these products, and therefore none must be declared. Consequently, no deductions may be claimed for such purchased products.

A commercial licence may be obtained in order to resell ‘Bud’ products for further processing. Although the licensee is only a reseller, the licensee must pay trademark licence fees to Bio Suisse for these products and may pass the trademark licence fees to the next party (licensee) who can claim them as a deduction (see also point 5).

NB: The resale of imported ‘Bud’ products is subject to trademark licence fees as soon as they are marketed as ‘Bud’ products.

7. Production
Anyone who produces ‘Bud’ products and labels them with the name of the ordering customer – without being mentioned themselves – must pay trademark licence fees. This does not apply to processing under contract. Processing under contract means that the raw materials are purchased and paid for by the contracting customer; there is no transfer of ownership to the processor.
8. Demeter and 'Bud' double labelling
Products which meet the requirements of both Bio Suisse and Demeter and are labelled with both logos are subject to trademark licence fees. According to an agreement between Bio Suisse and Demeter, sales of these products must be reported to both organizations. However, trademark licence fees will only be charged by Demeter. The invoice will be issued by Demeter.

9. Exports
Export sales will be charged according to the same fee schedule as domestic sales. This also applies to the re-exportation of imported 'Bud' raw products such as rice, coffee, sugar, etc.

10. Sales of raw milk
Anyone who sells 'Bud' raw milk under their own name must conclude a production contract with Bio Suisse and must have their operation, including the traceability of their products, examined by an inspection body that is approved by Bio Suisse. However, sales of 'Bud' raw milk are not subject to trademark licence fees. Only the minimum fee of CHF 300 will be charged. This means that deductions can never be claimed for the purchase of raw milk. Raw milk is defined as milk that has not undergone any processing and is sold directly from the transport vehicle.

11. Fee schedules for specific sectors
Separate fee schedules apply to certain specific sectors. Currently these include the restaurant and food service industry, the slaughter cattle trade, as well as beekeepers and direct-marketing producers.

12. Turnover statement
The reportable sales figures for the past fiscal year must be submitted by 31 January via 'Form A: 'Bud' turnover statement' and 'Form B: Statement of deductions'. Bio Suisse can grant deadline extensions upon request. If the deadline for submission is not met, an administrative fee of CHF 50 will be charged for the second reminder. If there is no response to the second reminder, Bio Suisse will issue an invoice based on a turnover estimate. In addition, an administrative fee of CHF 300 plus a default interest rate of 5% will be imposed after 1 April.

13. Due date
Licence fees are determined on the basis of the turnover statement for the year concerned and must be paid within 30 days after the date of the invoice. In the second half of the year, Bio Suisse is entitled to demand a payment on account amounting to 50% of the fee charged in the previous year. Licensees who pay a flat licence fee must pay it during the last quarter of the respective calendar year.

14. Trademark royalties
Companies that are not named on the packaging as 'Bud' licensees but whose logo or trademark is prominently placed near the 'Bud' logo on a 'Bud' product must pay trademark royalties.

The fee charged is 0.2% of the net sales (or at least the minimum fee as per point 3). Sales that are subject to royalty payments must be declared annually.

NB: Non-licensees must conclude a trademark usage agreement with Bio Suisse.
Use of the 'Bud' trademark

Bio Suisse is the owner of all 'Bud' Swiss collective trademarks which are registered with the Swiss Federal Institute for Intellectual Property.

Products that are produced in compliance with the Bio Suisse standards bear the 'Bud' trademark. This trademark guarantees to consumers that the food was produced in a healthy and environmentally sound manner.

Bio Suisse may impose contractual obligations for the sale of 'Bud' products.

Commercial milk producers must be members of an organic dairy association that is approved by Bio Suisse.

3.1 Use of the collective trademark 'Bud'

The following applies to all Swiss collective trademarks that Bio Suisse has registered with the Swiss Federal Institute for Intellectual Property: 'Knospe', 'Bourgeon', 'Gemma' and 'Bud' as well as the figurative logo (which depicts a bud).

Producers and processing and trading operations that have concluded an agreement with Bio Suisse are entitled to use the collective trademark 'Bud' for goods and services. This permission expires with the termination of the contractual agreement (production contract, trademark licence agreement or trademark usage agreement).

Packaging must conform to the prescribed specifications and printing templates. Licensees must submit packing materials to the Bio Suisse head office prior to printing. Producers use the templates that Bio Suisse provides to every producer. Compulsory labelling specifications are given in 'Die Knospe' ('The Bud', German and French only), the Bio Suisse corporate design manual.

Permission to use the 'Bud' trademark is granted by the Label Commissions.

The Bio Suisse Steering Committee can introduce subsidiary brands (flankers) which may be used alongside the collective 'Bud' trademark. The relevant provisions will be issued by the Steering Committee in a separate set of rules for subsidiary branding.

3.2 Product portfolio policy

Only the following kinds of products may bear the Bio Suisse 'Bud' trademark:

- food items
- food constituents/ingredients, e.g., cultures used in milk processing, essential oils, plant extracts
- products which will become food, e.g., seedlings, seeds, seed potatoes, potted culinary herbs
- pet food
- all unadulterated agricultural primary products produced on Swiss 'Bud' farms, e.g., Christmas trees, cut flowers, ornamental plants, wool/hides, breeding animals, fibre plants, straw, feed materials (hay, feed grain, legumes, etc.), beeswax
- imported primary products produced on farming operations outside of Switzerland that are certified according to Bio Suisse standards

Auxiliary inputs and source materials for the production of 'Bud' foods (e.g., mixed feeds, composts and soils, fertilizers) may bear the 'Bud' auxiliary input label.

In general, other processed (non-food) products may not bear the 'Bud' logo. However, the following kinds of products may bear the 'Bud' declaration logo (in German: Deklarations-Knospe), i.e., the 'Bud' may appear in the list of ingredients or where information is provided regarding the raw materials used:

- cosmetics
- natural medicines
- textiles, wool products, hides, leather products
- beeswax products

The Label Commission 'Processing and Trade' (LCPT) may make permission to use the 'Bud' logo contingent upon further requirements for the production of these products.

The 'Bud' declaration logo (Deklarations-Knospe) must be used if products do not fulfil the basic principles of 'Bud' production due to legal requirements, e.g., when vitamin supplements are added to baby food.
3.3 **Marketing rules**

3.3.1 **Improper use of the 'Bud' logo**

The 'Bud' logo may not be used in a misleading manner in advertising or at sales outlets to imply a relationship between it and products not produced in compliance with the Bio Suisse standards. 'Bud' products must be kept clearly separate from other products. Products may not be promoted as 'Bud' products and no reference may be made to the Bio Suisse standards in marketing unless they bear the 'Bud' logo.

3.3.2 **Product selection**

A trademark licence agreement may be refused for products which would be detrimental to the image of the 'Bud' brand (in that they do not fulfil consumers’ expectations of wholesomeness, are of inherently poor quality, appear to be highly processed, etc.).

3.3.3 **Direct marketing and trade on farming operations**

3.3.3.1 **Introduction**

Direct marketing is an important source of income for many 'Bud' farming operations. Purchased products are often additionally sold to supplement the range on offer. However, these may not necessarily be organic products. It should be possible for 'Bud' producers to sell purchased or homemade non-organic products if certain conditions detailed in this section are met.

3.3.3.2 **Definitions**

Direct marketing can take the following forms:

- sales from the farm, including home delivery services
- sales at markets (at market stands)
- commercial catering to guests on the farm
- any kind of direct marketing to final consumers

'Trade' is defined as the purchase and resale of products to retailers and wholesalers. Additionally, all other channels in which products are sold anonymously, i.e., not sold as from specific producers, are considered to be trade channels. 'Trade' also pertains to animals for slaughter that are sold through licensed trading operations. 'Non-organic products' are defined as those that do not meet the minimum requirements of the Swiss Ordinance on Organic Farming (SR 910.18).

3.3.3.3 **Mandatory inspections**

Inspections of trading and direct marketing activities by 'Bud' producers are mandated in the producer’s inspection contract.

3.3.3.4 **Documentation requirements**

For every purchase of non-prepacked products, delivery notes or invoices (accounting vouchers) that indicate the products’ quality (‘Bud’, CH organic, non-organic, etc.), origin, type and quantity must be furnishable. Book-keeping records (except for balance sheets and income statements) and all receipts must be shown to the inspector upon request. The organic and 'Bud' status of the suppliers must be checked on an annual basis.

3.3.3.5 **Trade in non-organic products**

'Bud' farming operations may process and sell both organic and non-organic products. The strict separation of the flow of goods and accurate labelling are of the utmost importance. Consumers must not be deceived.

Offering the same product from organic and non-organic production at the same time is prohibited. The Label Commission ‘Processing and Trade’ (LCPT) and the Label Commission ‘Production’ (LCP) determine the boundaries between same and similar products. In case of doubt, the LCPT decides. Exceptions:

- offering similar but clearly distinguishable products from organic and non-organic production (allowed)
- purchased products that are packaged ready for sale
- if an additional inspection is conducted according to the standards for processing and trade
- 'Bud' producers who grow fruit or vegetables are prohibited from trading in non-organic fruit and vegetables (see the definition of 'trade' in part 1, section 3.3.3.2).

If a market stand or sales point gives the impression of being the sales venue of an organic farming operation, then the produce’s organic certificate must be displayed.
3.3.3.6 Labelling and promotion of non-organic products
When 'Bud' producers sell products that are not certified according to the Bio Suisse standards, they must ensure that consumers are not deceived!

- Non-organic products may not bear any reference to the organic farming operation. At the market stand or sales point, non-organic products must be clearly identified as such and kept separate from organic products (e.g., on separate shelves).
- Batches of products that do not meet the Bio Suisse standards must also be declared as such (on the delivery note, shelves, crate, etc.) with the words 'CH organic' or 'non-organic'. Any declaration such as 'IP', 'open field', etc. is prohibited. In addition, the suppliers/ producers of non-organic products must be named.
- Products that do not meet the Bio Suisse standards must be clearly identified as such on inventory and price lists. It must be absolutely clear that they are not 'Bud' products.
- The 'Bud' logo may only appear on the letterhead of inventory lists, price lists and menus or be used in a similar fashion if at least 70% of the products are 'Bud' products. If the percentage is lower, then the 'Bud' logo may only be used to designate individual 'Bud' products.
- Invoices and delivery notes for products that are not 'Bud' products must clearly bear a disclaimer such as 'CH organic' or 'non-organic', and the delivery notes must be neutrally designed. No reference may be made to the 'Bud' logo, to Bio Suisse or to organic farming except to designate the relevant products. If the 'Bud' logo appears on the standard delivery notes, then separate, neutrally designed delivery notes must be used for non-organic products.

3.3.4 Commercial catering to guests on the farm

3.3.4.1 Introduction
'Bud' farming operations may process and sell both organic and non-organic products. The strict separation of the flow of goods and accurate labelling are of the utmost importance. Consumers must not be deceived. If 'Bud' products are offered, then the standards outlined in part III, chapter 14.2 must be observed.

3.3.4.2 Mandatory inspections
The sale of food and drink on 'Bud' farming operations is subject to inspection. Inspections are mandated in the producer's inspection contract. During inspections, compliance with the Bio Suisse requirements is checked (this also applies to cuisine with 'Bud' products).

3.3.5 Distribution policy
The Bio Suisse Steering Committee sets forth the requirements for retailers wishing to sell products that bear the 'Bud' logo. The basic condition for granting permission to retailers is their acceptance of the basic principles, aims and values of Bio Suisse.

'Retailers', as defined in the first paragraph, are retailers with more than five shops in Switzerland or who make an annual turnover of more than CHF 5 million in food sales.

'Products', as defined in the first paragraph, are fresh products from Bio Suisse producers or products processed by firms licensed by Bio Suisse which do not bear the processor's label.

Bio Suisse will regularly monitor retailers' compliance with the above requirements and reserves the right to withdraw permission to sell 'Bud' products from retailers who fail to meet these conditions.

3.3.6 Advertising organic products
Producers may only participate in major advertising campaigns for organic products with the prior consent of Bio Suisse.
4 Social accountability

Farming is a cultural endeavour that can only have a successful future if the needs of the soil, plants, animals and human beings are taken into account. Organic farming must be sustainable, both in terms of production as well as the social environment.

Modern terms of employment, health and safety obligations, and the rights of employees form the basis for any employment relationship. Minimum basic standards must therefore be met by all ‘Bud’ farming operations.

4.1 Definitions

‘Social accountability’ refers to the working conditions of employees at farming and processing operations. It is not to be confused with fair trade requirements, which deal with the fairness of prices and price setting and the transparency of the supply chain.

4.2 Implementation

Social accountability requirements must be implemented by the farming or processing operation in predetermined phases (according to a strategic plan). Products may bear the ‘Bud’ logo from the moment a strategic plan has been submitted until the social accountability requirements have been fully implemented. If corrective measures are necessary, these must be implemented within an agreed time frame.

4.3 Labelling

Compliance with these social accountability requirements is an inherent part of the conditions for ‘Bud’ production. Therefore, there will be no extra or new ‘Bud’ logo to signify that products meet social accountability requirements.

4.4 Employee-employer relationship

The management of an operation must provide employees with the following: a job description, details of wages and the mode of payment, of the period of notice and grounds for dismissal, of deductions, of working hours and free time, and of regulations concerning sickness, accidents and maternity leave. This information must be documented and available to inspectors. All employees must have a written employment contract.

An employee’s wages (calculated on the basis of a full-time contract) must at least cover their basic needs. Wages must be in compliance with local legislation and must be at levels that are customary in the sector. Employees must be informed about the mode, time and place in which they will receive payment. Any circumstances which entitle the employer to make deductions from an employee’s wages must be made clear.

Any deductions made by the employer must comply with and be justified under the applicable legislation. Wage payments must be appropriately documented, including: the basis of calculation (hourly, monthly), the number of hours worked, the payment period, the number of overtime hours, any deductions, and the net wage paid.

The maximum working hours are determined by the applicable regional or national legislation for the sector.

Annual working hours or average working hours over a period of up to six weeks may be set by mutual agreement. This ensures the necessary flexibility for peak times.

Employees must receive overtime compensation in the form of higher payments or extra time off work.

All employees are entitled to a minimum of one day (24 hours) off work after working for six consecutive days.

Employers pledge not to use forced labour or any type of involuntary labour. If an employee has complied with the terms of notice, the operation may not retain wages, belongings or documents in order to force the employee to remain at the operation.
4.5 **Seasonal workers and trainees/interns**

Binding employment contracts are mandatory between employers and temporary employees. Seasonal workers and trainees/interns are entitled to the same employment benefits as long-term employees, and the same working conditions apply.

4.6 **Day labourers/casual workers**

Binding employment contracts are mandatory between employers and temporary employees. A record must be kept of the hours worked and the wages paid. The employees must be informed of their rights and appropriately remunerated.

4.7 **Employees of subcontractors**

Employees of subcontractors are entitled to the same conditions as the farming operation’s long-term employees. Responsibility for ensuring that this is implemented lies with the management of the farming operation that hires the subcontractor.

4.8 **Health and safety**

The management is responsible for the physical well-being of the people on the operation and must ensure that their health and safety are not compromised through their work. To this end, special training and protective clothing must be provided by the management. The operation must belong to an occupational safety organization in accordance with the Swiss Federal Coordination Commission for Occupational Safety (FCOS).

Children’s regular school attendance and their physical, emotional and mental development may not be jeopardized by their work at the operation.

The management of the operation must guarantee access to sanitation facilities and medical care.

The operation must provide at least the minimum coverage for loss of earnings due to illness, maternity leave or accidents, as prescribed by law. Housing provided for employees must, at a minimum, correspond to standards customary in the region in terms of size, amenities (running water, heating, lighting and furnishings), hygiene (toilets), accessibility and protection of privacy.

4.9 **Equality**

All employees shall enjoy equal rights, regardless of gender, religion, skin colour, nationality, ethnic origin, political leanings or sexual orientation.

All employees shall have equal access to training measures and services provided by the employer (e.g., payments in kind, transportation opportunities, etc.). They shall also receive equal pay in terms of wages or payments in kind for equal work.

4.10 **Labour rights**

Employees shall have the opportunity to exercise their rights. They have the right to associate, the right to engage in collective bargaining, and the right to a fair hearing by the management of the operation without being subject to discrimination as a result. The employees must be informed about procedures for lodging complaints related to their employment.

4.11 **Inspection procedures**

All documentation shall be subject to the corresponding inspection procedures as per part I, chapter 2. The inspection report must cover the criteria set out in part I, chapters 4.4 – 4.10.

The management of every operation must fill out and sign the Bio Suisse ‘Social Accountability’ self-declaration form.
Appendix to part I, chapter 4

Bio Suisse 'Social Accountability' self-declaration form

<table>
<thead>
<tr>
<th>Name of farming operation:</th>
<th>Organic farming operation No.:</th>
</tr>
</thead>
<tbody>
<tr>
<td>Farm operations manager:</td>
<td></td>
</tr>
</tbody>
</table>

This form must be completed by the farm operations manager. If the farm operations manager is a salaried employee, then the self-declaration form must be completed by the employer.

Does your farming operation employ one or more non-family members as workers, apprentices, trainees or temporary workers? If yes, then you must complete this Bio Suisse 'Social Accountability' self-declaration form, including the attached checklist, which relates to part 1, chapter 4 of the Bio Suisse Standards.

This self-declaration form will remain on your farming operation.

See also the Bio Suisse information note on social accountability requirements for further important information.

The undersigned hereby confirms:

- My farming operation complies at the least with Swiss and cantonal laws and the provisions of the Bio Suisse 'Social accountability' directive regarding working conditions in agriculture (including the Swiss Code of Obligations, cantonal standard employment contracts, standards set by the Swiss Federal Coordination Commission for Occupational Safety [FCOS], written employment contracts, etc.).
- Records (concerning personnel, overtime, wages, training, etc.) are kept up to date.
- Any record-keeping gaps will be remedied within a reasonable period of time.
- Inspectors are allowed to view the relevant documents.

Date: ___________________________ Signature of the farm operations manager: ___________________________
### The Bio Suisse 'Social Accountability' checklist

<table>
<thead>
<tr>
<th></th>
<th>Employment contracts</th>
<th>Yes/No/Partly</th>
<th>Measures for improvement</th>
</tr>
</thead>
<tbody>
<tr>
<td>1.1</td>
<td>There is a signed, written employment contract for every employee on my farming operation.</td>
<td>Partly</td>
<td></td>
</tr>
<tr>
<td>1.2</td>
<td>Employees of hired subcontractors enjoy the same conditions of employment as long-term employees of the farming operation.</td>
<td></td>
<td></td>
</tr>
</tbody>
</table>
| 1.3 | Employment contracts and/or accompanying documents contain:  
  - a job description  
  - the salary and mode of payment  
  - the period of notice and grounds for dismissal  
  - permissible payroll deductions  
  - details about working time/free time/overtime procedures/holidays  
  - procedures and benefits for leave due to illness/accident/maternity/military service | | |
|   | Salaries | Yes/No/Partly | Measures for improvement |
| 2.1 | Every employee's salary at the least complies with the 'Lohnrichtlinie für familienfremde Arbeitnehmende in der Schweizer Landwirtschaft' ('Wage guideline for non-family members employed in Swiss agriculture', German and French only). | Partly | |
| 2.2 | My salaried employees receive the salary specified in their contracts regularly and punctually. | | |
| 2.3 | Deductions for food and board comply with the legal provisions set out in the cantonal standard employment contract and/or the above-mentioned 'Wage guideline'. | | |
| 2.4 | I keep records of the following:  
  - wage rates (hourly/monthly basis)  
  - the reference period  
  - the number of hours worked  
  - the number of overtime hours worked  
  - payroll deductions  
  - net wages paid  
  - free days and holidays taken | | |
| 2.5 | The continued payment of wages during absence from work due to illness, accident, maternity or military service at the least meets the requirements set out in the cantonal standard employment contract. | | |
|   | Working time | Yes/No/Partly | Measures for improvement |
| 3.1 | Working time is recorded and meets the requirements set out in the cantonal standard employment contract. | | |
| 3.2 | My employees can choose to receive overtime pay or compensatory time off for overtime hours worked. | | |
| 3.3 | Free time, holidays and paid leave at the least meet the provisions set out in the cantonal standard employment contract. | | |
|   | Forced labour | Yes/No/Partly | Measures for improvement |
| 4.1 | All employees on my farming operation work there on a voluntary basis. There is no unauthorized withholding of employees' wages, belongings, identity documents or possessions. | | |

<p>| Back to the Table of Contents |</p>
<table>
<thead>
<tr>
<th>5</th>
<th>Health and safety</th>
<th>Yes/No/Partly</th>
<th>Measures for improvement</th>
</tr>
</thead>
<tbody>
<tr>
<td>5.1</td>
<td>My farming operation is a member of an industry association in compliance with the Swiss Federal Coordination Commission for Occupational Safety (FCOS) (e.g., AgriTOP/BUL).</td>
<td></td>
<td></td>
</tr>
</tbody>
</table>
| 5.2 | I protect the health and safety of the people on the farming operation, for example by providing:  
- occupational safety training  
- targeted and documented employee training sessions  
- proper protective clothing  
- access to medical care (e.g., there is a first-aid kit, and its location is known; visits to the doctor are permitted). | | |
| 5.3 | I have insured all employees on my farming operation as required by law (including accident insurance, pension insurance, sickness benefit insurance and health insurance). (Swiss salaried employees should, if necessary, be required to furnish a copy of their health insurance policy.) | | |
| 5.4 | The housing I provide for my employees corresponds to standards customary in the region in terms of size and amenities (running water, heating, lighting, furnishings and toilets). The housing is readily accessible and protects privacy. | | |
| 6 | Employment of young people and children | Yes/No/Partly | Measures for improvement |
| 6.1 | If young people (15–18 years of age) are employed on the farming operation, I adhere to the requirements set out in the Swiss Labour Act (SR 822.11, Art. 29–32).  
I take special care to ensure that the young people  
- are healthy and remain healthy  
- do not overexert themselves  
- are protected from bad (moral) influences at the farming operation. | | |
| 6.2 | I do not employ children under the age of 15, including my own children and those seeking trial apprenticeships and rural work experience (e.g., through Agriviva) (SR 822.11, Art. 30). Exceptions: light tasks and errands for children from the age of 13. Children aged 14 and older may take part in rural work experience programmes (e.g., through Agriviva). | | |
| 7 | Equality | Yes/No/Partly | Measures for improvement |
| 7.1 | All employees on my farming operation enjoy the same rights, including:  
- equal pay / payments in kind for equal work  
- equal access to training measures and provided services | | |
| 8 | Labour rights | Yes/No/Partly | Measures for improvement |
| 8.1 | All employees on my farming operation  
- can assemble freely  
- can bargain collectively  
- are listened to by the management without discrimination  
- have been informed about how to lodge complaints related to their employment. | | |
5 Fair trade relations

Trade in 'Bud' products is based on principles of fairness and is guided by these fundamental values:

- mutual appreciation, respect and trust between all commercial partners in the value chain
- long-term cooperation in a spirit of partnership, and responsibility in contract negotiations
- fair pricing
- constructive cooperation with the aim of promoting organic agriculture

5.1 Code of conduct

'Bud' producers and licensees are obliged to adhere to the principles set forth in the 'Code of conduct for trade in 'Bud' products', which were conceived and developed in partnership.

5.2 Round table talks

Bio Suisse organizes round table talks for the various sectors as needed. The talks focus on trade relations in connection with the guidelines set forth in the 'Code of conduct for trade in 'Bud' products'. Consumer representatives are encouraged to participate in the round table talks.

'Bud' commercial partners are expected to participate in these round table talks.

If one of the commercial partners so demands, binding target agreements must be concluded on the basis of the guidelines set forth in the 'Code of conduct for trade in 'Bud' products'. The aim is to improve trade practices within a mutually agreed time frame.

5.3 The Ombuds Office for Fair Trade Relations

Cases of perceived unfair conduct can be reported to the Ombuds Office for Fair Trade Relations, which is appointed by Bio Suisse.

Every 'Bud' operation and 'Bud' licensee is expected to implement decisions made by the Ombuds Office.

5.4 Reporting

Bio Suisse monitors the implementation of the 'Code of conduct for trade in 'Bud' products' and reports annually on the progress of fair trade relations in Switzerland. Every five years, the Bio Suisse Assembly of Delegates decides on further measures.

5.5 Responsible trade practices when importing 'Bud' products

Principles of fairness also apply to imported products. These are set forth in the 'Code of conduct for responsible trade practices for importing 'Bud' products'. All Bio Suisse importers are obliged to comply with these principles. The code of conduct also applies to the entire supply chain outside of Switzerland.

Bio Suisse monitors the implementation of the code of conduct and maintains an Ombuds Office.
Appendix to part I, chapter 5.1

Code of conduct for trade in 'Bud' products

Adopted by the Assembly of Delegates on 18 April 2012

1. Self-image, aims and scope of application

Self-image

'Bud' producers, 'Bud' processing operations, 'Bud' trading operations and consumers of 'Bud' products all contribute toward fulfilling the vision expressed in the Bio Suisse mission statement.1 'Bud' market partners take joint responsibility for ensuring that trade with 'Bud' products in Switzerland is fair and focussed on quality.

Aims

This code of conduct is meant to promote an active exchange between 'Bud' market partners, who give substance to the code of conduct by participating in a regular series of round table talks which include consumer representatives. These talks serve to establish concrete, fair conditions for the day-to-day business of trading 'Bud' products.

Scope of application

This code of conduct is binding for all 'Bud' operations and licensees in Switzerland. They are called upon to strive to integrate all stakeholders in the organic sector in Switzerland.

2. Guidelines

2.1 Cooperation and contract negotiations

Common growth

'Bud' market partners work together to promote the growth of the 'Bud' market and to expand the area under cultivation in Switzerland that is devoted to 'Bud' products.

Open and constructive dialogue

Suppliers and customers strive to engage in open and constructive dialogue during bilateral price and contract negotiations and to respect each other’s work.

Long-term business relationships

'Bud' market partners aim to establish long-term business relationships based on mutual trust, reliability and respect. Purchasing decisions are not solely determined by the lowest prices, nor are delivery decisions based solely on the highest prices. Rather, such decisions are informed by the principles laid down in this code of conduct.

1 "We live in a sustainable, agrarian ecosystem, a natural home to people, animals and plants. Switzerland is an organic country where current and future generations of farmers practice a holistic and viable form of cultivation, satisfying consumers with authentic products that are healthy and delicious."
Transparency

'Bud' market partners strive to create transparent business conditions. For instance, this entails personal contact between customers and suppliers. 'Bud' market partners endeavour to confidentially disclose the basis of their price calculations to their suppliers, customers or in some cases partners on multiple levels.

Volume planning

'Bud' market partners and their suppliers or customers work together to set bilateral volume targets and draw up sales plans. They strive for balanced markets and support Bio Suisse in its endeavours to achieve greater market transparency.

Risk management

Before making transactions, 'Bud' market partners discuss with their suppliers or customers how to deal with eventualities such as quality issues, unforeseeable crop failures due to natural causes, and unpredictable strong price or volume fluctuations (e.g., by reaching guaranteed purchase agreements or committing to deliver a specified volume).

2.2 Fair pricing

Setting fair prices

'Bud' market partners aim to set fair prices in all dealings with suppliers and customers. This involves good bilateral cooperation all along the supply chain. They are therefore willing to communicate and work together to find solutions. This is particularly important in difficult market conditions, when unexpectedly severe price or volume fluctuations can lead to price changes, or when new products are launched or new market segments open up.

Fair prices

Partners should determine prices by mutual, bilateral agreement. If non-binding price recommendations have been negotiated, these serve as benchmarks for fair prices. Under balanced market conditions, fair prices should enable every 'Bud' market partner to have positive opportunities for future development. This includes covering production costs, earning a decent income and developing a normal investment margin.

Work efficiency

All 'Bud' market partners continuously strive to improve the efficiency of their production or trade practices and to communicate improvements to their partners in a transparent manner. The common goal is to increase the production and sales of 'Bud' products under sustainable conditions.

Communications

All 'Bud' market partners work to communicate the greater benefits of 'Bud' products to consumers, thereby increasing their willingness to pay a higher price for superior 'Bud' quality.

1 This in no way implies price- and quantity-fixing agreements among competitors, which are illegal and are not condoned by Bio Suisse. No market partner is bound to the recommended prices.
2.3 Commitment to quality

Quality assurance and commitment to quality
Constructive dialogue contributes to quality assurance and the continuous improvement of existing quality standards. All 'Bud' market partners are committed to providing high-quality products.

2.4 Social and environmental commitment

Social commitment
Within the scope of their powers, 'Bud' market partners support sustainable projects in their region, thereby disseminating 'Bud' values. They take advantage of training opportunities, both for themselves and for their employees, and they are open to helping other operations convert to organic production.

Environmental commitment
'Bud' market partners agree to improve the environmental footprint of their operation or business over the long term. They refrain from seeking a market advantage at the expense of the environment.

Definitions
'Bud' market partners: 'Bud' producers, licensees and trademark users. However, this does not refer to competitors at the same (horizontal) level of trade.

Multiple levels: This refers exclusively to vertical levels of the value chain: producers, processors, retailers, etc.
Appendix 2 to part I, chapter 5.5

Code of conduct for responsible trade practices when importing 'Bud' products

Adopted by the Bio Suisse Steering Committee on 28 August 2012.

1. Aims and scope of application

This 'Code of conduct for responsible trade practices when importing 'Bud' products' complements the aim of Bio Suisse to promote fairness in the Swiss value chain. Bio Suisse correspondingly strives to promote responsible trade practices outside of Switzerland as well. Bio Suisse importers bear great responsibility for the implementation of principles of fairness in the supply chain. This code of conduct therefore particularly applies to importers located in Switzerland, and it applies to the entire supply chain outside of Switzerland. Cooperation along supply chains outside of Switzerland should steadily improve to ensure that agreements are duly complied with and to create a common sense of responsibility.

Bio Suisse imports may only be handled by importers who have concluded a trademark licence agreement with Bio Suisse. They are obliged to comply with the principles of this code of conduct.

2. Guidelines

2.1 Cooperation

Common growth Together, Bio Suisse trading partners promote organic farming worldwide. They strive for the sustainable growth of organic agriculture and aim to enhance the credibility of the organic farming sector.

Open and constructive dialogue All Bio Suisse trading partners strive to engage in open and constructive dialogue during bilateral price and contract negotiations and to respect each other’s work.

Transparent and active communication Bio Suisse undertakes to communicate conditions for trading imported 'Bud' products to all trading partners outside of Switzerland in an active and transparent manner. Bio Suisse particularly emphasizes transparency about the following points:

- Bio Suisse restricts the amount of imported products if the same products are also available in Switzerland.
- Principles of fairness are laid out in the code of conduct and must be complied with.
- Trading partners should contact Bio Suisse directly if the principles of fairness are ever violated.

Bio Suisse importers and their trading partners from the supply chain outside of Switzerland are obliged to:

- strive for transparent trading conditions; for instance, this entails personal contact between customers and suppliers;
- strive for extreme transparency with regard to delivery periods, volumes, prices and deadlines;
- endeavour to confidentially disclose to each other the basis of their price calculations.

Long-term business relationships All Bio Suisse trading partners aim to establish long-term business relationships based on mutual trust, reliability and respect. Purchasing decisions are not solely determined by the lowest prices, nor are delivery decisions based solely on the highest prices. Rather, such decisions are informed by the principles laid down in this code of conduct.

Volume planning All Bio Suisse trading partners contribute toward setting binding volume and purchasing targets.

Risk management Before making transactions, Bio Suisse trading partners discuss how to deal with the following eventualities:

- quality issues (residues, external and internal quality, grades of quality, etc.)
- unforeseeably crop failures due to natural causes
- unpredictably strong price or volume fluctuations (e.g., by reaching guaranteed purchase agreements or committing to deliver a specified volume)
Promoting smallholder groups

Particular support should be given to smallholder groups (cooperatives), especially in developing countries. Smallholder groups and plantations which provide social services for their employees should be given preference as suppliers wherever possible.

2.2 Pricing

Price formation and the Bio Suisse premium

Supply chain partners should determine prices by mutual, bilateral agreement. The prices should enable every partner to have positive opportunities for future development. Producers must do extra work to fulfil the Bio Suisse standards. To cover these costs, producers are paid a Bio Suisse premium so that the prices they receive are higher than those of EU organic products. Producers may also receive compensation for their extra costs by a form of assistance, such as a consulting service.

Work efficiency

All Bio Suisse trading partners aim to continuously improve the efficiency of the value chain and to communicate improvements to their partners in a transparent manner. The common goal is to increase the production and sales of 'Bud' products under fair and sustainable conditions.

2.3 Social accountability

Good working conditions for employees

Responsible trade practices also extend to these areas: terms and conditions of employment, the obligation to provide health care benefits, and employee rights. Social accountability is therefore an integral part of the Bio Suisse standards, as per part I, chapter 4; see also part V, chapter 1.3. All Bio Suisse trading partners must comply with these standards.

2.4 Commitment to quality

Quality assurance and commitment to quality

Constructive dialogue contributes to quality assurance and the continuous improvement of existing quality standards. Importers, suppliers and producers are all committed to providing high-quality products.

2.5 Social and environmental commitment

Social commitment

Within the scope of their powers, all Bio Suisse trading partners support sustainable projects in their region. They take advantage of training opportunities, both for themselves and for their employees. They are open to helping producers outside of Switzerland convert to organic production.

Environmental commitment

All Bio Suisse trading partners agree to improve the environmental footprint of their operation or business over the long term.

Definitions

Supply chain: vertical trade partners (importers, suppliers, producers)
Bio Suisse trading partners: all partners involved in the import sector (importers, suppliers, producers). In no part of this code of conduct are illegal agreements between competitors (e.g., between importers) ever implied.
Sustainable development

All Bio Suisse producers and licensees are committed to sustainable development and continually strive to improve their sustainability performance. Bio Suisse stakeholders are aware that sustainable development is a process that can never be completed. They therefore continually review and adapt their own activities to reflect changing societal, technological and scientific parameters and new insights.

Bio Suisse subscribes to the 'Brundtland' definition of sustainability, which holds that development is only sustainable when it meets the needs of the present generation without compromising the ability of future generations to meet their own needs.

Bio Suisse includes the following dimensions of sustainability, following the SAFA (Sustainability Assessment of Food and Agriculture Systems) guidelines set forth by the FAO (Food and Agriculture Organization of the United Nations):

- ecology (including animal welfare) ('Environment')
- the economy (including product quality and safety) ('Economy')
- society and social well-being ('Social')
- corporate management and accountability ('Governance')