

2.0. Farmer Responsibilities to Buyers

Principle

Contracts between buyers and farmers must be fair and equitable. There will be steady improvement in the terms of these contracts.

Standards

2.1. Certification

- a. Buyers have the right to require up-to-date farmer certification of all applicable products.

2.2. Transparency

- a. AJP certified buyers have the right to transparency of the farmers' costs of production for the purposes of determining fair prices for farmers.
- b. AJP certified farmers make the commitment to continually improve their operations, the quality of their products and their skills in calculating production costs.

2.3. Conflict Resolution Procedures

- a. Formal contracts between farmers and buyers must contain a fair conflict resolution process through which buyers and farmers can submit complaints and appeals to address concerns about unfair contracts and other equity/price-setting practices.
- b. In the absence of a formal contract, which provides for fair Conflict Resolution Procedures, mechanisms must be established to provide an equitable procedure by which farmers and buyers can submit complaints and appeals to address concerns about unfair contracts and other equity/price-setting practices.
- c. Certified businesses will be protected from farmer retaliation for submitting such complaints.
- d. Farmers will follow the AJP conflict resolution procedures (outlined in the AJP policy manual) in the case that either party is not satisfied with the outcome of the conflict resolution process outlined in the farmer buyer contract.

2.4. Anti-Discrimination Clause

- a. The farmer will not discriminate against any buyer, in setting agreements, contracts, pricing, benefits, or any other capacity, on the basis of race, creed, color, national or ethnic origin, nationality, gender, gender identity, age, handicap or disability, union or political activity, immigration or citizenship status, marital status, or sexual orientation.¹⁰

2.5. Long-Term Relationships

- a. Buyers and farmers will work in good faith to establish long-term and stable relationships which provide mutual respect for the needs and rights of both parties.

¹⁰ This standard does not restrict an employer from complying with legally required procedures such as in the USA I-9 verification procedures.

2.6. Contracts

- a. Written contracts or informal agreements will include terms for: price setting, quality, quantity, shipping schedule, equity-sharing, other benefits, standards, conflict resolution, and any pre-finance/credit arrangements and the right of the farmer to be first in line to recover all payments due from the buyer should the buyer go out of business. Both parties shall agree to the terms of the contract before the harvest season or delivery dates have started.

2.7. Right to Know

- a. Any changes in the contracts or agreements must be negotiated.
- b. Both the buyer and the farmer have up to three business days after signing the contract to change their minds and cancel the agreement without penalty.
- c. No farmer/buyer agreements or contracts will be terminated without just cause.

2.8. Fair Trade Relationship

- a. If the buyer pays for and owns the AJP certificate of the farm, the farm is permitted to sell product that the certificate owner does not buy to other markets.
- b. If the farmer chooses to sell farm products to other buyers the farmer and buyer must negotiate a fair arrangement regarding payment or reimbursement of the costs of certification.

2.9. Responsibility for Payment of Court Costs

- a. Any certified buyer or certified farmer found to be in violation of the law will be responsible for court costs and attorney fees. [NOTE: This provision is essential to helping farmers with a valid complaint engage a lawyer, while also protecting the buyer from unwarranted claims.

2.10. Labor Contractors

- a. *In regions where the use of labor contractors is prevalent, farmers are encouraged to work with buyers and farm employee associations and other community partners to develop AJP compliant farm labor services to meet their needs.*

2.11. Continual Improvement

- a. AJP certified farms are required to continually improve their negotiating and contracting practices as they relate to the principles of the AJP standards. Farmers must select a point to work on and make progress on continuing improvement on an annual basis. Farmers may select from one of the suggested/encouraged standards outlined by AJP in this section or develop a specific practice that aligns with the principles that is not outlined in the standards in this section.
- b. The farmer must document the area of specific selected improvement and progress towards this annually. If progress was not achieved the business must submit:
 - The efforts they engaged in during the year,
 - The reasons it did not work, and
 - The revised plan for improvement for the next year.