

The United States Composting Council



**US Composting
Council**
*Seal of Testing
Assurance Program™*

Rules

for STA Certified Compost®



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ACKNOWLEDGEMENT OF AND AGREEMENT TO PROGRAM RULES AND LOGO USE AGREEMENT (“ACKNOWLEDGEMENT”)

The Participant through its duly authorized representative, signing and accepting this document, hereby acknowledges and agrees, with respect to its Compost Product(s) that has/have been certified in accordance with these Program Rules, to be bound by:

- (1) the terms and conditions of the Seal of Testing Assurance (STA) Program Rules (“**Program Rules**”) attached hereto; and
- (2) the Logo Use Agreement contained herein (“**Logo Use Agreement**”) which govern the grant of limited license (“**License**”) as described in the Program Rules and Logo Use Agreement.

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I. SCOPE AND GOALS

This certification program, adopted by the United States Composting Council (the “US COMPOSTING COUNCIL”) and entitled “STA Certified Compost ®”, applies to Compost Product(s) for which an application for certification is made and approved pursuant to these Program Rules and for which a license to mark such products with the Logo (including related terms, seals and marks, as hereinafter defined) is sought and granted pursuant to the terms and conditions of the Logo Use Agreement. The US COMPOSTING COUNCIL shall administer the STA program and assist with its promotion.

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

A compost producer who samples and tests its Compost Product in accordance with the specified procedures, properly labels the product, successfully applies to the US COMPOSTING COUNCIL for certification, and otherwise is in compliance with these Program Rules shall be authorized to use the Logo on such product, pursuant to the License and subject to the terms and conditions set forth in the Logo Use Agreement between such party and the US COMPOSTING COUNCIL, which is contained herein and is agreed by the compost producer by signing the Acknowledgement, and in the event of a failure to deliver the Acknowledgement, upon the submission by a Participant of any application or sample to the Program.

The STA Program is not, and is not intended to be, a substitute for any federal, state or local regulations or other legal requirements that may apply to the sampling, testing, labeling, marketing, or use of any Compost Product. The obligation to comply with any such requirements remains with the compost producers and their Representatives and shall not be the responsibility of the US COMPOSTING COUNCIL.

The STA Program may be revised, from time to time, by the US COMPOSTING COUNCIL in accordance with the procedures set forth in Section XI hereof.

II. DEFINITIONS

The following definitions shall apply to these Program Rules including the Logo Use Agreement and to the STA Program:

Acknowledgement: “The Acknowledgement of an Agreement to Program Rules and Logo Use Agreement” contained on the cover page of this document which reflects the Participant’s agreement to be bound to the undertakings contained herein.

Approved STA Compost-Certified Laboratory: A STA Compost-Certified Laboratory that has certified in writing to the US COMPOSTING COUNCIL that it is capable of satisfactorily completing tests on Compost Products in accordance with the Specified Test

Methods, passes the CAP (Compost Analysis Proficiency Testing) Program requirements, signs the STA Compost-Certified Laboratory contract, and that otherwise meets the criteria in Section VIII.E below, as determined by US COMPOSTING COUNCIL.

Board: The Board of Directors of the US COMPOSTING COUNCIL then duly qualified and holding office.

Blended Product: A Product that applies on the basis of another party's Certificate in accordance with Section IV.B of these Program Rules. Also known as a Derivative Product.

Certificate: A document issued by the US COMPOSTING COUNCIL to a Participant whose Compost Product has been determined to be in compliance with this STA Program. The Certificate shall be substantially in the form as attached in **Appendix B**. As used in these Program Rules, the term "Certificate" shall include a Derivative Certificate, unless plainly indicated otherwise.

Certification Year: The twelve (12) month period running from July 1 to June 30 of the then current year.

Compost Product(s): The term "Compost Product(s)" shall include any of the following:

A. An item, material or finished article sold in commerce that meets all of the following criteria: (a) is the product manufactured through the controlled aerobic, biological decomposition of biodegradable materials, (b) has undergone mesophilic and thermophilic temperatures, which significantly reduces the viability of pathogens and weed seeds, and stabilizes the carbon such that it is beneficial to plant growth, (c) is typically used as a soil amendment, but may also contribute plant nutrients; (d) bears little physical resemblance to the raw material from which it originated; and (e) is an organic matter source that has the unique ability to improve the chemical, physical, and biological characteristics of soils or growing media. The sanitization through the generation of thermophilic heat shall meet the standards of the Processes to Further Reduce Pathogens (PFRP), as defined by the Code of Federal Regulations Title 40, Part 503, Appendix B, Section B.

Or for Vermicompost/worm castings (worm manure), the feedstocks need to pass pathogen testing and EPA heavy metals as per Section IV 2a.

Erosion Control Products must meet the definition of a Compost Product as stated above or meet the definition of a Derivative Product as stated below.

Conflict of Interest: "Conflict of Interest" shall have the meaning given to such term in Section X.B of these Program Rules.

Chain of Custody Form: This form is use when submitting Compost Product samples to STA Certified Labs set forth in **Appendix G**.

Compost Technical Data Sheet (CTDS): A CTDS in the form set forth in **Appendix E**, the first page to be completed and submitted on behalf of a Participant by the STA Compost-Certified Lab. The second page to be completed by the Participant.

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

Derivative Participant: A Participant that applies on the basis of another party’s Certificate in accordance with Section IV.B of these Program Rules.

Derivative Product: A compost based Blended Product that contains a minimum of 25% STA Certified Compost and is in good standing in accordance with Section IV.B of these Program Rules.

Fees: All program fees as set forth in **Appendix D**.

License: The grant of limited license made by the US COMPOSTING COUNCIL, in the form set forth in **Appendix B** to a Participant (or Derivative Participant or Transferee) pursuant to and subject to the terms and conditions contained in these Program Rules and the embedded Logo Use Agreement.

Logo: The symbols and terms, collectively, which will be licensed by the US COMPOSTING COUNCIL to the Participants pursuant to the License for use on a Compost Product which has been certified in accordance with this STA Program. A copy of the Logos in the form they are to be used is attached as **Appendix C**. The term Logo as used herein shall refer to all logos, seals, certifications, Associated Terms, or other marking owned by the US COMPOSTING COUNCIL contemplated herein. “Associated Terms” as used in this definition means associated terms related to the STA Program including the “Seal of Testing Assurance,” the “United States Composting Council,” “Compost Technical Data Sheet,” and acronyms of any such terms, as currently defined or as may be defined in the future.

Logo Use Agreement: Section VII hereof, taken together with these Program Rules, the Appendices attached hereto and the Acknowledgement, each of which are incorporated by reference, and which altogether comprise an agreement between the US COMPOSTING COUNCIL and a Participant pursuant to which the Participant is granted a License to use the Logo on an STA Certified Compost Product, subject to all the terms and conditions contained herein and subject to any limitation set forth in the notice of grant of License.

Participant: A party or entity which manufactures a Compost Product(s), and which seeks certification of a Compost Product in accordance with this STA Program. Where the context requires it herein, the word Participant refers to and includes a Derivative Participant.

Program Manager: The person authorized by the US COMPOSTING COUNCIL to administer this STA Program. Where the context requires it herein, the use of the word Program Manager refers to an Alternate Program Manager. Also known as the “Market Development Coordinator”.

Representative: any officer, director, employee, owner, advisor, agent or representative of an entity.

Review Committee: The Committee specified in Section V.B.1 to be appointed by the US COMPOSTING COUNCIL from time to time.

Specified Sampling Procedures: The procedures for sampling Compost Products as identified in **Appendix A**.

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

III. CRITERIA FOR ISSUANCE OF A CERTIFICATE

The US COMPOSTING COUNCIL will issue a Certificate and a License to a Participant for a Compost Product if it is determined, pursuant to these Program Rules and the specific procedures set forth below, that the following criteria are met:

1. The Compost Product meets the Application Requirements set forth in Section IV.A;
2. The Participant has paid the US COMPOSTING COUNCIL all applicable Fees;
3. The Participant has acknowledged and agreed to comply with these Program Rules and the Logo Use Agreement as evidenced by its signature to the Acknowledgement, which shall be executed by its duly authorized representative; and
4. The Participant has continued to comply in all respects with these Program Rules

IV. APPLICATION REQUIREMENTS AND REVIEW PROCEDURES

A. Application Requirements for a Compost Product(s) That Has Not Been Previously Certified (“Application Requirements”)

To initiate an application for certification of a Compost Product(s) for which a Certificate has not previously been issued in accordance with these Program Rules, a Participant shall submit the following material to the US COMPOSTING COUNCIL.

1. A profile of the Compost Product to include:
 - a. A listing and description of the feedstocks used to produce the Compost Product;
 - b. The amount of the Compost Product(s) produced and marketed (or distributed to third parties) by the Participant during the last full calendar year, or estimated current year’s production, whichever is greater. The amount should be given in finished wet tons;
 - c. Confirmation that samples submitted as representative of the Compost Product were obtained pursuant to the Specified Sampling Procedures for purposes of testing;
 - d. A completed CTDS that provides the results of analyses conducted on such samples by an Approved STA Compost-Certified Laboratory pursuant to the Specified Test Methods, together with a copy of the original STA Compost-Certified Laboratory reports for such analyses. The CTDS must also identify the compost producer, brand name, product name, and telephone number. The prospective Participant must instruct the approved STA Compost-Certified Laboratory to send the CTDS directly to the Program Manager;

e. Product use directions that provide specific application rate information using either volumetric or depth directions (e.g., use 25% compost by volume in a potting mix; e.g., apply 2” of compost to planting bed and incorporate before planting). Product use directions and feedstock description may be provided as separate document(s) (product literature, pamphlets, etc.) submitted with the CTDS; and

f. A copy of the first page of the composting facility compost operating permit, or certificate of designation if in Colorado, demonstrating that the facility is currently permitted. If the facility is governed by a permit by rule, the facility must provide an exception letter or a letter from the governing agency that states compliance.

2. Confirmation by the Participant that the Compost Product:

- a. Meets and will continue to meet both the standards set forth in the Code of Federal Regulations (C.F.R.), Title 40, Section 503.13 (Table 3 – Pollutant Concentrations) for heavy metals and Title 40, Part 503, Appendix B, Section B (Processes to Further Reduce Pathogens (PFRP)), whether or not the Compost Product is subject to either of these regulations; and
- b. otherwise complies, and will continue to comply, with any federal, state or local regulations to which the Compost Product is subject, or to which the Participant is subject with respect to the Compost Product;
- c. was, and will continue to be, produced at a composting facility physically located in North America (United States, Canada or Mexico) that complies with all federal, state and/or local regulations applicable in the production of the Compost Product.
- d. is, and will continue to be, distributed through facilities and processes that comply with all federal, state and/or local regulations applicable to the distribution of the Compost Product.

3. Commitment by the Participant that the Participant will with respect to each Compost Product:

- a. Sample it in accordance with the Specified Sampling Procedures, and have an Approved STA Compost-Certified Laboratory test it in accordance with the Specified Test Methods on the following frequency, according to the annual production volume of the Compost Products(s):

Annual Production (finished wet tons)	Frequency of Testing [see Notes below]
1 - 6,200 tons	Once every three months (per quarter)
6,201 - 17,500 tons	Once every two months
17,501 tons and above	Once per month

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

- b. The frequency of testing for composts may be reduced upon demonstration by the Participant to the Program Manager and Technical Review Committee that the source and character of the feedstock is consistent, and that test results for pathogens and trace metals have been consistently below applicable limits. If a reduced testing frequency is desired, the request will be reviewed on a case by case basis and is only approved through written permission by the Program Manager.
 - c. Report the results of such testing to the Program Manager, within thirty (30) days (i.e., within 30 days after the end of the quarter/two months/month period set forth in the table above), by the Participant requesting the lab directly submit a copy of the original STA Compost-Certified Laboratory report for such analyses to the Program Manager
 - d. Label the Compost Product in accordance with Section VII, and otherwise comply with these Program Rules.
4. Information regarding any judgment, order, consent order or other such finding issued in the three (3) years immediately preceding submission of the application by a judicial or administrative authority with appropriate jurisdiction that:
- a. The Participant, or any of its officers, directors, principal employees, or owners, is in violation of any federal, state or local regulations regarding unfair business practices, or has been found liable for any unfair business practices; or
 - b. The Participant is in violation of any federal, state or local regulations to which the Compost Product(s) is subject, or to which the Participant is subject with respect to the Compost Product(s);
5. Such other information as required by the application form; and
6. Payment of the applicable Fees.

B. Application Requirements for a Compost Product That Has Been Previously Certified

For a Compost Product for which a Certificate has been issued and is currently effective the Participant may apply for a Derivative Certificate for the Participant or Distributor to blend, sift, screen, package, resell, and/or otherwise distribute the Compost Product under another product name. The Participant (as described in this subsection, a “**Derivative Participant**”) may seek a Derivative Certificate by submitting the following information to the US COMPOSTING COUNCIL using the application form provided to it upon request to the US COMPOSTING COUNCIL.

- 1. A copy of the Certificate issued to the compost producer (for purposes of this subsection, the “**Original Participant**”).
- 2. A statement signed by a corporate officer or other senior management official of the Original Participant that the Compost Product as sold or otherwise conveyed to the Derivative Participant is identical to the STA Certified Compost Product.

3. The name under which the Compost Product or blended Compost Product (Derivative Product) will be sold or otherwise distributed;
4. Commitment by the Derivative Participant that:
 - a. The Derivative Participant will not alter the Compost Product in any way other than blending with other Compost Product covered by a currently valid Certificate and/or non-Compost Product to the extent allowed by these Program Rules, or incidental non-material alterations due to packaging, sifting, screening, handling or aging of the Compost Product in the normal course of sale or distribution;
 - b. The Derivative Product contains at least 25% of the original compost product.
 - c. The Derivative Participant complies with, and will continue to comply with any federal, state or local regulations to which the Participant is subject with respect to the Compost Product and Derivative Product; and
 - d. The Derivative Participant will label the Compost Product and Derivative Product as provided below in Section VII, and otherwise comply with these Program Rules including the Logo Use Agreement.
5. Such other information as required by the application form or the US COMPOSTING COUNCIL; and
6. Payment of the applicable Fees.

C. Review of Application

1. For purposes of reviewing applications, the US COMPOSTING COUNCIL shall appoint:
 - a. A Program Manager to oversee the initial review of applications and continuing compliance with these Program Rules; and
 - b. An Alternate Program Manager, to fulfill the duties of the Program Manager where the Program Manager is unable to do so due to a Conflict of Interest (“Alternate Program Manager”).
2. Upon receiving an application, the Program Manager (or Alternate Program Manager, as applicable):
 - a. Shall confirm that he or she has no Conflict of Interest with the Participant or the Approved STA Compost-Certified Laboratory(s) used by the Participant.
 - b. Shall determine whether the application contains all the information in the content and form required under Section IV.A or IV.B, as applicable. The Program Manager shall notify the Participant of any deficiencies noted and allow the Participant thirty (30) days to remedy such deficiency.

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

D. Approval or Rejection of the Application by Program Manager

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

E. Interpretation

For purposes of Sections IV.C and D, all references, if the context so requires, to a Participant shall mean a Derivative Participant and to a Program Manager shall mean an Alternate Program Manager. Further, appeal of applications under Section IV.B shall be the same as for applications under Section IV.A. If the application of Derivative Participant is approved, the Certificate issued to the Derivative Participant shall be referred to as a Derivative Certificate. Hereafter, where these Program Rules refer to a Participant that term refers to a Derivative Participant when such Program Rules (or Logo Use Agreement or License) is read, interpreted or construed with respect to a Derivative Participant.

V. APPEAL OF APPLICATION DENIAL

A. Right of Appeal

A Participant shall have a right to appeal a denial of its application by the Program Manager in accordance with this Section V.

B. Appeal Procedure

1. At any time deemed necessary or appropriate by the Board, the Board shall appoint a Review Committee consisting of not less than three (3) persons with appropriate scientific and technical expertise in the discretion of the US COMPOSTING COUNCIL none of which shall be Participants in the STA Program nor direct competitors in the appealing Participant's product sales. The Board shall appoint one of these persons as chairperson of the Review Committee. The Program Manager and the Alternate Program Manager shall not be eligible to be members of the Review Committee.
2. To initiate an appeal, a Participant must submit to the US COMPOSTING COUNCIL within thirty (30) days of receipt of the written statement of reasons for denial of an application: (a) a written notice of appeal; and (b) payment of the appropriate Fee. The US COMPOSTING COUNCIL shall promptly provide a copy of such appeal notice to each member of the Review Committee.
3. Upon receiving a copy of such notice and before reviewing any aspect of the appeal, each member of the Review Committee shall determine whether he or she has a Conflict of Interest with the Participant or the Approved STA Compost-Certified Laboratory(s) used by the Participant.
4. The Review Committee shall review the Participant's application and any further information submitted to the Program Manager prior to denial of the application, and the Program Manager's written statement of reasons for denying the application.
5. No later than sixty (60) days after the US COMPOSTING COUNCIL's receipt of a notice of appeal, the Review Committee shall vote on whether to approve or deny the application. The standard for approval or denial shall be (a) whether the material for which certification is sought meets the definition of Compost Product(s), and (b) whether the information submitted by the Participant is in the content and form required by Section IV.A or Section IV.B above, as applicable. The decision of the Review Committee shall be based on the Committee's independent review of the application and shall not be guided by the decision of the Program Manager. An application shall be approved by a two-thirds (2/3) affirmative vote of the members of the Review Committee without a Conflict of Interest (whether such members are actually present) to reverse the decision of the Program Manager and to approve the application. Otherwise the appeal, and the underlying application, shall be deemed denied.
6. The Review Committee shall promptly provide to the Participant a written statement of its reasons for approving or denying an application.

7. The decision of the Review Committee shall be conclusive and binding upon a Participant.

VI. CERTIFICATE AND LICENSE

A. Issuance and Effect of Certificate and License

Where an application has been approved pursuant to these Program Rules and an Acknowledgement has been executed and delivered to the US COMPOSTING COUNCIL, the US COMPOSTING COUNCIL shall issue a Certificate and a notice of grant of License to the Participant, each in substantially the form attached as **Appendix B**.

B. Transfer of Certificate

A Participant may transfer a Certificate to another party (“Transferee”) only in connection with the sale of all or substantially all of the assets related to development and manufacture of the STA Certified Compost Product to a person or entity buying the assets as an ongoing business concern; *provided, however*, that within thirty (30) days after such transfer, (1) the Participant provides notice of such transfer to the US COMPOSTING COUNCIL; and (2) the Transferee delivers a signed contract agreement to the US COMPOSTING COUNCIL, to the same extent as the original Participant, that the US COMPOSTING COUNCIL may require. The Transferee shall not be permitted to use any Logo unless and until the US COMPOSTING COUNCIL has issued a License in its name.

C. Term of Certificate and License

Subject to the right of the US COMPOSTING COUNCIL to earlier terminate the Certificate and License as provided in these Program Rules, the License and the Certificate shall have a concurrent term of one (1) year, or until June 30, whichever is sooner. Upon expiration of such period, the US COMPOSTING COUNCIL may reissue a Certificate and License for an additional period to be specified upon the following conditions:

1. The Participant shall re-sign the STA Certified Compost Rules Contract.
2. The Participant shall pay the applicable Fees; and
3. The Participant shall be in compliance with the Logo Use Agreement and all STA Program Rules.

D. Early Termination of a License Certificate

1. In the event a Certificate is terminated with respect to a Compost Product, the License and the Logo Use Agreement associated with it shall automatically terminate. In the event the Logo Use Agreement is terminated, the License Certificate associated with such Compost Product shall automatically terminate.
2. The US COMPOSTING COUNCIL shall have the right to immediately terminate a Participant’s Certificate(s) if:

- a. The Participant is subject to an investigation in accordance with Section IX is found to be in violation of the Program Rules, and fails to cure such violation in the time frame allotted in Section IX;
- b. The Participant fails to share test results with the public upon request.
- c. The Participant is found to be in violation of the terms and conditions of the Logo Use Agreement or License Certificate;
- d. The Participant fails to submit sampling information and test results to the US COMPOSTING COUNCIL as required by Section IV.A.3; or
- e. The Participant's Compost Product fails expectations for specified parameters.
- f. The Participant is found by a judicial or administrative authority of competent jurisdiction to be in violation of any federal, state or local regulations to which the Compost Product is subject, or to which the Participant is subject with respect to the Compost Product;

The Participant, or any of its Representatives, is found by a judicial or administrative authority of competent jurisdiction to be in violation of any federal, state or local regulations regarding unfair business practices, or has been judged liable for any unfair business practices, or the US COMPOSTING COUNCIL, upon receipt of evidence, finds in its sole discretion that the Participant or any of its officers, directors, or principal employees or owners has engaged in business practices that are contrary to generally recognized ethical business practices and are detrimental to the reputation of this STA Program or to the US COMPOSTING COUNCIL any of its Logos (or other intellectual property assets or goodwill); g.

Samples taken were not representative of the STA Certified Compost product.

- h. Disclosure of number of tons of finished Compost Product are found to be inaccurate to the degree that the Compost Product falls into a different yearly fee category or different testing frequency category.
- i. Representative samples of the Participant's Compost Product obtained pursuant to the Specified Sampling Procedures do not meet the standards set forth in:
 - i. The Code of Federal Regulations (C.F.R.), Title 40, Section 503.13 (Table 3 – Pollutant Concentrations) and Title 40, Part 503, Appendix B, Section B (Processes to Further Reduce Pathogens (PFRP)), whether or not the Compost Product(s) is subject to these regulation, or
 - ii. Any similar state standards to which the Compost Product(s) is subject, or
 - iii. The definition of Compost Products above.

If such a representative sample fails such standards, the Participant must retest the Compost Product in such a manner prescribed by the Program Manager if it wishes to retain its Certificate and the License. If the Compost Product cannot consistently meet these standards, the US COMPOSTING COUNCIL shall, notwithstanding any other provision in these Program Rules to the contrary, terminate the Certificate, the License and the Logo Use Agreement for such Compost Product. The US COMPOSTING COUNCIL may develop policy documents regarding retesting and related termination (or other aspects), any of which shall be available to a Participant for review upon request.

3. If a Certificate is terminated, (i) any related Derivative Certificate shall automatically terminate, and (ii) all related rights under any License(s) or otherwise shall immediately cease to exist.
4. Upon termination under Section VI.D, the US COMPOSTING COUNCIL may remove the Participant contact information from all US COMPOSTING COUNCIL electronic and printed material. Further, the US COMPOSTING COUNCIL has the right to notify any interested parties of such termination.
5. Termination of a Certificate or License by the US COMPOSTING COUNCIL shall not preclude the US COMPOSTING COUNCIL from fully exercising any other legal rights or remedies available to it, whether under these Program Rules, under law or otherwise.

VII. LOGO USE AGREEMENT

The Participant affirms its agreement to each obligation set forth herein and acknowledges that the License contemplated herein, if granted, is conditioned upon Participant's full, prompt and absolute compliance herewith. The Participant reaffirms its agreement with this Logo Use Agreement with each and every usage by the Participant of the Logo (which includes here and in any other provision, for the avoidance of doubt, any and all logos, Associated Term, Seal or related text, collectively).

A. Participant Undertakings

1. The Participant shall comply with all of the terms and conditions of this Logo Use Agreement and shall use all reasonable efforts to ensure each of its Representatives comply with the same. Each undertaking by the Participant contained herein shall be read to include the undertaking by each of its Representatives.
2. The Participant recognizes that the US COMPOSTING COUNCIL is the rightful owner of all Logos and shall take all reasonable actions that the US COMPOSTING COUNCIL may request from time to time to protect its ownership of any and all Logos. The Participant recognizes that the Logo (and any and all intellectual property or related rights) are the sole property of the US COMPOSTING COUNCIL. The Participant acknowledges that any and all rights created by the introduction, registration, use or enhancement of any Logo are the sole property of the US COMPOSTING COUNCIL.

3. In any use of the Logo, the Participant (i) shall adhere strictly to the proper forms and guidelines as set forth in **Appendix C** or as otherwise notified by the US COMPOSTING COUNCIL from time to time, (ii) shall not deviate in any respect from the forms so prescribed, and (iii) shall only use the Logo as permitted by the terms and conditions of this Logo Use Agreement. The Participant will use the Logos on or in relation to the Compost Product whenever it claims that the Compost Product meets the Program Rules.
4. The Participant shall refrain, in all countries, from:
 - a. Registering a name, mark, symbol, or logo that is identical or confusingly similar to the Logo, for any goods or services whatsoever;
 - b. Using for any purpose any name, mark, symbol or logo that is identical or similar to the Logo except as permitted under this Logo Use Agreement and the License;
 - c. Opposing the use and/or the registration of the Logo (or any similar name, mark, symbol or logo that the US COMPOSTING COUNCIL may seek to use or register), or contesting the validity of such registration; or
 - d. Causing or assisting or allowing any person or entity to do any of the above.
5. The Participant shall be responsible for any consequences of any breach of this Logo Use Agreement (and/or the License) by the Participant or any of its Representatives (including but not limited to any wrongful use of the Logo) and shall be solely and fully liable for any and all damages that may result from any such breach. This includes any levied or legal fees.
6. Whenever the Participant refers to any characteristic of the Compost Product other than the sampling, testing, and test result availability requirements prescribed by the US COMPOSTING COUNCIL in the Program Rules, any such reference shall not suggest in any way that the characteristic is certified by the Logo or approved or controlled by the US COMPOSTING COUNCIL in any manner.
7. The Participant shall not use the Logo in any manner which is deceptive, or which would bring the Logo or the US COMPOSTING COUNCIL into disrepute. The Participant's use of the Logo shall be in accordance with all of the labeling and use requirements and restrictions set forth herein.
8. The Participant acknowledges that the authority to use the Logo is specific to the Participant, who shall not sublicense the use of, or transfer any right to, the Logo or to a third party, except as may be permitted in accordance with Section VI.B and IV-B.
9. The Participant shall ensure that the Compost Product upon or in relation to which it uses the Logo shall at all times conform to the Program Rules, including, without limitation and as applicable, sampling and testing in accordance with the Test Methods for the Examination of Composting and Compost (TMECC) titled Sample Collection and Laboratory Preparation, set forth at part II of **Appendix A** and

Appendix F at the specified frequency, and submission of an annual certification of compliance.

10. The Participant acknowledges that any obligation on the part of the US COMPOSTING COUNCIL contained herein, and the right for the Participant to continue to use any License granted, are conditioned upon the Participant's payment to the US COMPOSTING COUNCIL of the Fees set forth in **Appendix D** hereto as applicable and as they come due. Any failure by Participant to pay a Fee when due is grounds for termination of the License, the Certificate and the Logo Use Agreement.
11. In the event the parties have agreed that payments due will be based on quantity sold of Compost Products, the Participant shall maintain accurate records of all sales and make such records available to the US COMPOSTING COUNCIL for review during normal business hours. The US COMPOSTING COUNCIL shall keep such information strictly confidential with the exception of VII A 12 below, and shall follow the "Conflict of Interest" provisions set forth in Section X.B with respect to access to such information by persons affiliated with the US COMPOSTING COUNCIL or the STA Program.
12. Testing frequency based on quantity sold of Compost Products will be disclosed to the public by the US COMPOSTING COUNCIL.

B. Procedure for Grant of License

1. **LICENSE.** Upon the US COMPOSTING COUNCIL's approval of an application in accordance with Section IV and issuance of a Certificate, the US COMPOSTING COUNCIL shall grant the Participant a License to use the Logo subject to the Participant's strict adherence to all the terms and conditions contained herein by issuing a notice of grant of License in the form set forth in **Appendix B**.
2. **RIGHTS RESERVED TO THE US COMPOSTING COUNCIL.** The US COMPOSTING COUNCIL, at its sole discretion, shall determine the way in which the Logo may be represented. In the event that the US COMPOSTING COUNCIL determines that any representation of the Logo does not meet its requirements, or is otherwise unsuitable, the Participant agrees to immediately terminate such use or remedy such deficiency, as the US COMPOSTING COUNCIL may require.

C. Rules for Labeling, Content and Advertisement

1. General Labeling Requirements. Subject to the requirements of the Logo Use Agreement, and except as provided below for bulk sales (VII, C3) and for blended products (Derivative Product) containing a STA Certified Compost Product: packaging for the STA Certified Compost Product shall include the following:
 - a. The name of the Compost Product, and the name of the manufacturer (and distributor, if different) of the Compost Product;
 - b. The Logo for a non-blended Compost Product, in accordance with **Appendix C**;

- c. The accompanying text for a non-blended Compost Product, in accordance with **Appendix C**, with the Participant's name and phone number filled in as appropriate;
 - d. Identification of the feedstocks used to make the Compost Product; and
 - e. Directions to end users of the Compost Product regarding appropriate product uses that provide specific application rate information (using either volumetric or depth specificity).
2. Special Requirements – Blended Products (Derivative Products).
- a. Packaging Requirements. Subject to the requirements of the Logo Use Agreement, and except as provided below for bulk sales set forth in Section VII.C.3, packaging for blended products containing an STA Certified Compost Product shall include the following:
 - i. The name and description of the blended product (Derivative Product);
 - ii. Quantity of Compost Product used in creating the blended product (Derivative Product), expressed as a percent by volume.
 - iii. Description of how the blended product (Derivative Product) has been altered from the original Compost Product, including if the only change is in the name.
 - iv. The name of the manufacturer of the blended product (Derivative Product) (and also the name of the distributor of the Compost Product, if different);
 - v. The Logo for blended products (Derivative Product) containing STA Certified Compost Product, in accordance with **Appendix C**;
 - vi. The accompanying text for a blended product (Derivative Product) containing a certified Compost Product, in accordance with **Appendix C**, with the Participant's name and phone number filled in as appropriate;
 - vii. Identification of the feedstocks used to make the Compost Product; and
 - viii. Directions to end users regarding appropriate product uses that provide specific application rate information for the blended product (Derivative Product) containing STA Certified Compost Product (using either volumetric or depth specificity).
 - b. Product Content.
 - i. In addition to other requirements applicable under these Program Rules, a Participant may not use the Logo or otherwise claim any association with this STA Program with respect to a blended product (Derivative Product) that contains:

1. Less than twenty-five percent (25%) by volume of one or more STA Certified Compost Product, unless the Participant has received an advance written conditional waiver as described in VII.C.b.ii.1 below; or
 2. STA Certified Compost Product together with any non-STA Certified Compost Product.
- ii. Conditional Waiver from Minimum Content Requirement.
1. The Program Manager may grant a written conditional waiver to a Participant to allow use of less than the above minimum content (25%) requirement in a particular blended product (Derivative Product) upon a demonstration by the Participant, supported by written documentation satisfactory to the Program Manager, of a legitimate agronomic reason for use of such lesser amount in the particular blend. Such written waiver shall specify a minimum percentage of STA Certified Compost Product(s) that is maintained in such product and that will be no less than 25% by volume in the blended product (Derivative Product)
 2. The process for reviewing requests for waivers and of denials of such requests shall be the same as provided for applications for certification in Sections IV.C, IV.D, and V.
3. Special Labeling Requirements – Bulk Sales. Subject to the requirements of the Logo Use Agreement, for bulk sales of the Compost Product(s) or a blended product (Derivative Product) containing STA Certified Compost Product(s), the Participant shall provide upon request to the purchaser with the information specified in Section VII.C.1 or Section VII.C.2, as appropriate, by means of a sheet, flyer or similar such printed form.
 4. Use of the Logo in Advertising Material and Product Information. Subject to the requirements of the Logo Use Agreement, the Participant may use the Logo and/or associated terms in advertising material and product information, *provided* that:
 - a. The accompanying text (per the language set forth in **Appendix C**) shall appear in reasonable proximity to the Logo and in a plainly readable size;
 - b. If the advertising material or product information addresses non-STA Certified Compost Product(s) or other products, the Logo shall appear in reasonable proximity to references to the STA Certified Compost Product, and sufficiently distinct from references to non-STA Certified products so that there is no confusion as to which product the Logo relates; and
 - c. Such advertising material and product information shall comply with any applicable local, state or federal regulations or other legal requirements regarding advertising, product labeling, and/or product use.
 5. Pursuant to a License and Logo Use Agreement, the Participant may use the US COMPOSTING COUNCIL name in advertising and promotional materials only for

the purpose of identifying this STA Program. The Participant shall not suggest that the US COMPOSTING COUNCIL endorses the Compost Product(s) or a blended product (Derivative Product) containing STA Certified Compost Product(s), or imply that the US COMPOSTING COUNCIL believes the Compost Product(s) or a blended product (Derivative Product) containing STA Certified Compost Product(s) meets any standards other than those set forth in these Program Rules.

D. Duration and Termination

1. Expiration. This Logo Use Agreement and any License granted hereunder shall run for the current Certification Year July 1 to June 30 (or portion thereof) and terminate automatically on June 30, the last day of the Certification Year, unless terminated earlier pursuant to this Logo Use Agreement (or by operation of law). This Logo Use Agreement and License may be renewed if the Certificate is renewed as provided by the Program Rules.
2. Participant Right to Terminate. The Participant may terminate this Logo Use Agreement and License by giving at least three (3) months' written notice to the US COMPOSTING COUNCIL.
3. USCC Right to Terminate. US COMPOSTING COUNCIL may terminate upon the following events:
 - a. If the US COMPOSTING COUNCIL determines after investigation that the Participant has violated any term or condition contained herein, the Participant must take immediate steps to cure such breach upon notice from US COMPOSTING COUNCIL. In the event the Participant is unable or unwilling to take the steps and cure the breach as directed by US COMPOSTING COUNCIL within a period of thirty (30) days from the date on which US COMPOSTING COUNCIL provided notice of such violation to the Participant, US COMPOSTING COUNCIL may terminate this Logo Use Agreement immediately.
 - b. US COMPOSTING COUNCIL may terminate this Logo Use Agreement immediately by giving written notice to the Participant when (i) the Participant has been declared insolvent; (ii) the Participant ceases to carry on the manufacture or sale of the Compost Product; or (iii) the Certificate associated with the STA Certified Compost Product has been terminated in accordance with the Program Rules.
4. Rights and Restrictions Upon Termination.
 - a. Termination of this Agreement by the US COMPOSTING COUNCIL shall automatically and immediately terminate the Certificate previously issued for the Compost Product and the License.
 - b. Upon termination, the US COMPOSTING COUNCIL shall enable the Participant to disperse its remaining stock of the Compost Product without removing the Logo, provided that **all** of the following are true. (a) upon notice of termination, such Compost Product had already been placed in packaging bearing the Logo; (b) such Compost Product and the use of the Logo with respect to such Product comply with this Agreement; (c) the Participant shall permit the US

COMPOSTING COUNCIL, at its sole discretion, to inspect such Product for compliance with this Agreement; and (d) such dispersal is carried out in accordance with all the terms of this Agreement within a period of six (6) months following the date of termination.

- c. Except as provided in Subsection D.4.b above, upon termination of this Agreement for any reason the Participant shall no longer use the Logo or any mark, symbol or logo similar to the Logo, or any Associated Term, and shall remove the Logo and any Associated Terms from all Product before sale.
 - d. The Participant shall at any time after termination of this Agreement enable authorized representatives of the US COMPOSTING COUNCIL during normal business hours to enter any premises of the Participant where any of the Compost Product may be located to determine whether the use of all Logos has ceased and whether it has been removed from the Compost Product.
 - e. Upon termination of this Logo Use Agreement, the License or the Certificate, and except as otherwise provided by VII.D.4.b above, the Participant shall destroy all labels, literature, packaging, electronic files, and other matter bearing any Logo, including removing the Logo from the Participants website and email signature.
5. Survival. Except for any provisions that clearly would no longer apply (e.g., labeling, packaging, testing, submitting samples, etc.) the Participants' undertakings set forth in Section VII.A and any other obligations of Participant set forth herein shall remain binding upon the Participant after any termination of this Logo Use Agreement, License and Certificate, regardless of the cause of such termination.

E. Logo Use Agreement Additional Terms and Conditions

1. Right of Inspection. The Participant shall permit representatives of the US COMPOSTING COUNCIL during normal business hours to inspect: (i) the places where it manufacturers and/or stores the Compost Product to ensure conformity with the Program Rules; (ii) the records of tests conducted by the Participant with respect to the Compost Product; and (iii) any additional documents relevant to the Participant's compliance with this Logo Use Agreement (including but not limited to those records maintained by the Participant in accordance with VII.E.4 below) all in the discretion of US COMPOSTING COUNCIL.
2. Right to Obtain Samples. Upon request by the US COMPOSTING COUNCIL, The Participant shall furnish to the US COMPOSTING COUNCIL, for purposes of reviewing the Participant's compliance with the Logo Use Agreement and the Program Rules, such reasonable number of samples of the Compost Product, packaging or sales material as may be required by the US COMPOSTING COUNCIL and as provided in the Program Rules. The Participant shall also permit representatives of the US COMPOSTING COUNCIL during normal business hours to select and take away from the places where the Compost Product is stored a reasonable number of samples for compliance verification review as provided in the Program Rules.
3. Least Necessary Inconvenience. In exercising its rights of control and inspection, the US COMPOSTING COUNCIL shall make reasonable efforts to cause the Participant no more inconvenience than is necessary to assure itself that all conditions are met

for preserving the reputation and validity of any/all Logos and the trademark registration(s), reputation and usage thereof.

4. Records to be Kept. The Participant shall keep (a) records of the quantity of the Compost Product sold and/or distributed, where the Logo is used on or in relation to such Product; and (b) the results of any tests of the Compost Product conducted in accordance with the sampling and testing methods specified in the Program Rules.
5. Prior Approval of Use of Logo. Prior to beginning any new production, marketing, or distribution of any Compost Product bearing the Logo, the Participant shall submit to the US COMPOSTING COUNCIL all proposed artwork, graphic material, sales material and product blueprints depicting any Logo, and obtain the US COMPOSTING COUNCIL's advance written approval (with such approval to be granted or denied within ten (10) business days after receipt by the US COMPOSTING COUNCIL and not to be unreasonably withheld) that the placement, reproduction and other features of such use of any Logo is appropriate and consistent with this Logo Use Agreement and the License.
6. Statements to be Made Upon Request. The US COMPOSTING COUNCIL reserves the right to request quarterly statements from the Participant regarding the information addressed in VII.E.4 above. Such statements shall be current through the end of the quarter ending immediately prior to the date of the US COMPOSTING COUNCIL's request. The US COMPOSTING COUNCIL shall keep all sales or distribution information strictly confidential with the exception of VII A 12 above and shall follow the "Conflict of Interest" provisions of the Program Rules (Section X.B) with respect to access to such information by persons affiliated with the US COMPOSTING COUNCIL or the STA Program.
7. No Agency or Joint Venture. This Logo Use Agreement does not constitute and will not be construed to constitute an agency, joint venture or partnership between the parties. The US COMPOSTING COUNCIL and the Participant will be deemed independent contractors in all respects.
8. No Warranty or Guarantee. The Participant recognizes and agrees that the US COMPOSTING COUNCIL's certification of the Participant's Compost Product pursuant to the STA Program, and authorization to the Participant to use the Logo pursuant to this Logo Use Agreement and the License, do not constitute and shall not be construed to constitute a warranty or guarantee of any kind with respect to the Compost Product.

VIII. SAMPLING, TESTING AND APPROVED LABORATORIES

A. Periodic Sampling, Testing and Reporting

Except for Derivative Products, a Participant shall comply with the sampling, testing and reporting requirements as described in Section IV.A.3 above. All participants shall use US COMPOSTING COUNCIL designated Chain of Custody Form provided by the Program Manager when forwarding samples to Approved STA Compost-Certified Laboratories and shall complete these forms to the level of detail specified by the Program Manager as shown in **Appendix G**.

B. Approved STA Compost-Certified Laboratory Testing

The Participant is required to send in a Compost Product sample to an Approved STA Compost-Certified Laboratory based on the applicable testing frequency requirement. Frequency of testing is based on volume of finished compost produced by the Participant's facility as set forth in Section IV.A.3. The Participant is required to pay the laboratory directly for testing.

C. Response to Customer Requests for Test Results

The Participant shall provide copies of the results of any tests of the Compost Product as required by these Program Rules to any user of the Compost Product, and at the discretion of the Participant, to any potential user or specifier. Such information shall be provided by using a CTDS. In addition, such information may, at the Participant's discretion, also be provided by other means. Such test results shall not be more than three (3) months old, unless provided as part of a historical profile of compost analyses. The Participant shall have no copyright or other rights in such information as provided in accordance with this subsection, or the document or other means by which such information is provided. A Participant to whom a Derivative Certificate is issued shall also provide copies of the most current applicable CTDS (or equivalent) as prepared by the party to whom the original Certificate was issued, following the requirements detailed above for Compost Products.

IX. Annual Certification of Compliance and Information Submittals by the Participant

The Participant shall annually re-certify to the Program Manager by re-signing this agreement by a duly authorized representative of the Participant that the Compost Product continues to comply with (1) the Program Rules; (2) the terms and conditions of the Logo Use Agreement; and (3) all federal, state and local regulations governing the STA Certified Compost Product or the Participant with respect to such Compost Product.
INVESTIGATIONS

A. Compliance Verification Review by USCC

1. The Program Manager may, from time to time, and after ensuring he or she has no conflict of interest with Participant, request from Participant samples of STA Certified Compost Product(s), results of tests conducted pursuant these Program Rules, packaging, documentation, permits, instructions, and/or promotional material, for the purposes of review by the Program Manager to ensure compliance with these Program Rules and the terms and conditions of the Logo Use Agreement.
2. If the Program Manager determines that the Participant has failed to comply with these Program Rules, the Program Manager shall so notify the Participant in writing, with a detailed statement of the reasons for such determination, and the actions required to cure such non-compliance. The Program Manager may, at his/her sole discretion, impose the following sanctions:
 - a. For a first offense: The Participant will be suspended from the STA Program for three (3) months. All rights of the Participant under the Logo Use Agreement and License shall be suspended during this period. The Participant will be removed from the STA Certified Compost website, and all appropriate state and other specifying agencies will be notified of this action. The Participant will pay a \$100

reinstatement fee to the US COMPOSTING COUNCIL to formally rejoin the STA Program.

- b. For a second offense: The Participant will be suspended from the STA Program for six (6) months. All rights of the Participant under the Logo Use Agreement and License shall be suspended during this period. The Participant will be removed from the STA Certified Compost website, and all appropriate state and other specifying agencies will be notified of this action. The Participant will pay a \$200 reinstatement fee to the US COMPOSTING COUNCIL to formally rejoin the STA Program.
 - c. For a third offense: The Participant's Certificate will be terminated from the STA Program and the Participant (i.e., former Participant) may not reapply for a period of one (1) year. The Participant will be removed from the STA Certified Compost website, and all appropriate state and other specifying agencies will be notified of this action. The Participant may reapply for Certification after that time in the same manner as, and subject to the same fees as, an original Participant.
 - d. Any fees associated with these sanctions is over and above those fees associated with Program participation.
 - e. The Participant will not receive any refund of yearly fees for time not in the program.
3. In the event such non-compliance is not cured within thirty (30) days after receipt of notice to the Participant from the Program Manager, the US COMPOSTING COUNCIL may, at its sole discretion, immediately terminate the Certificate.
 4. US COMPOSTING COUNCIL, in its sole discretion, has the right to impose any of the following in response to any non-compliance with these Program Rules:
 - a. Suspension from the program
 - b. Fines and fees as shown in **Appendix D - Schedule of Program Fees**
 - c. Termination from the program
 - d. Holding the Participant liable for any and all damages that result from any such breach, if determined in a court of law.
 - e. Any controversies arising out of the terms of this Agreement or its interpretation shall be settled in Wake County, in the state of North Carolina

B. Investigation of Third-Party Complaints

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

complaint and provide the Participant with an opportunity to comment.

3. At any time during the investigation, the Participant may submit, and the Program Manager shall review, within reason, any information that the Participant believes is relevant to the investigation or otherwise to the compliance of the Compost Product(s) with these Program Rules and the Logo Use Agreement.
4. After the Program Manager has completed his or her investigations and before any decision by the Program Manager is made, the Program Manager may, at his or her sole discretion, hold a hearing. The Participant and the complainant shall each be given advance notice of such a hearing, and invited to participate through telephone, personal appearance, or written submissions.
5. If the Program Manager determines that the Participant has failed to comply with these Program Rules, the Program Manager shall so notify the Participant in writing, with a detailed statement of the reasons for such determination, and the actions required to cure such non-compliance. In the event such non-compliance is not cured within thirty (30) days, the US COMPOSTING COUNCIL shall have the right to immediately terminate the Certificate, the License and the Logo Use Agreement.

X. GENERAL GUIDELINES FOR REVIEWS AND INVESTIGATIONS

A. Documentation

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

B. Conflict of Interest

1. Conflict of Interest shall be deemed to exist when the Program Manager, Alternate Program Manager, member of the Review Committee or other party (a) is an officer, director, or employee of, (b) has had, within the past twelve (12) months, a business relationship with or a financial interest in, or (c) has a familial or marital relationship with the Participant in question, or any of its officers, employees, or directors, or any of its business competitors.
2. Program Manager, Alternate Program Manager, or member of the Review Committee who has a Conflict of Interest with an Participant, as the case may be, shall not participate in (a) the review of an application by such Participant; (b) the review of an appeal by such Participant; (c) an investigation into the compliance by such Participant with these Program Rules and/or the terms of the Logo Use Agreement; or (d) an investigation into a third-party complaint regarding the Compost Product(s) of a Participant.
3. Before becoming involved with any of the above activities, the Program Manager, Alternate Program Manager, and each member of the Review Committee, as appropriate, shall confirm in writing to the Program Manager and to the Participant, as appropriate, that he or she does not have a Conflict of Interest with the Participant. If such a person cannot or does not so confirm the lack of a Conflict of Interest, a Conflict of Interest will be presumed to exist. Should a Conflict of Interest arise at any time while an application,

appeal, or investigation is pending, such person shall have a continuing duty to identify and disclose in writing such Conflict of Interest.

4. Where a Conflict of Interest exists:

- a. In the case of an application review or an investigation, the person shall be replaced by the Alternate Program Manager if the Program Manager has the Conflict of Interest or to a member of the Review Committee if the Program Manager and the Alternate Program Manager both have a Conflict of Interest; and
 - b. In the case of an appeal, the person shall not participate in any way in the review process.
5. Notwithstanding the above, a Conflict of Interest shall not exist where the conflict is due to a person's relationship with a competitor of the Participant, if such Participant has waived in writing the conflict of interest.

C. Withdrawal

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

D. Confidentiality

While an application review or investigation is ongoing, the US COMPOSTING COUNCIL shall maintain as confidential the information submitted by a Participant during the review or investigation. The US COMPOSTING COUNCIL may, at its sole discretion and at any time, disclose (1) the existence of a review or investigation; (2) the names of the Participant and the Compost Product(s) for which a Certificate/ License have been issued; (3) test results submitted; (4) official minutes of the proceedings of the Review Committee; and (5) any other information that the majority of the members of the Review Committee deem appropriate to share with the public in order to generate confidence in the Logo and the STA Program. In no case, however, shall specific information regarding the amount of Compost Product(s) produced by the Participant be disclosed.

XI GENERAL PROVISIONS

A. Revisions

The US COMPOSTING COUNCIL may authorize its Executive Director, or the Board President (or an executive committee of its Board, specifically authorized for this task) to approve revisions without need for full Board approval. All references in the Program Rules to the United States Composting Council shall be deemed to refer to the US Composting Council®. All references in the Program Rules to the USCC shall be deemed to refer to the US Composting Council®.

B. Fees

All fees payable hereunder shall be timely made in accordance with **Appendix D**. Such fees shall be made in U.S. funds and shall be nonrefundable once paid to US COMPOSTING COUNCIL.

C. Waiver of Potential Causes of Action

The Participant shall have no cause of action or claim against the US COMPOSTING COUNCIL for the US COMPOSTING COUNCIL's decision to not approve an application, or to terminate, in accordance with these Program Rules or with the Logo Use Agreement, the Participant's Certificate and/or the License.

D. Indemnification

The Participant shall indemnify, defend and hold the US COMPOSTING COUNCIL, and each of its Representatives harmless from and against all costs, damages, claims, demands, liabilities, fines, suits, actions, proceedings, orders, decrees, judgments, expenses and damages of any kind and nature (including without limitation attorneys' fees and the costs of investigation and settlement of any claims) asserted by or on behalf of any person, entity or governmental authority against the US COMPOSTING COUNCIL, directly or indirectly, based on or arising out of the Certification/License (or loss of Certification/License), any act or omission of the Participant or any Representative of the Participant related to the Certification/License (or loss of Certification/License), including without limitation, information regarding the Participant's Compost Product that the Participant provides to a third party in accordance with these Program Rules. Such claims, actions, losses, damages, liabilities or costs shall include, without limitation, those for property damage or personal injury.

E. Additional Terms

1. The Participant shall remain solely responsible for compliance with any and all applicable federal, state or local legal requirements regarding advertising, packaging, labeling, content, use, etc. with respect to the Compost Product. Nothing in these Program Rules (including the Logo Use Agreement) shall be construed to make the US COMPOSTING COUNCIL responsible or otherwise liable for any such compliance or lack of compliance.
2. All notices and communications permitted or required under these Program Rules (including the Logo Use Agreement) will be sent by registered or certified first-class mail, postage pre-paid, return receipt requested, and addressed as follows:
If to the US COMPOSTING COUNCIL:
PO Box 19246
Raleigh, NC 27619
Attention: STA Program Manager
3. If any part of these Program Rules (including the Logo Use Agreement and License) is determined to be invalid or unenforceable by a court of competent jurisdiction or by any other legally constituted body having the jurisdiction to make such determination, the remainder of these Program Rules (including the Logo Use Agreement) shall remain in

full force and effect and the provisions or portions thereof that are found to be unenforceable shall be construed in good faith by the parties hereto to most closely reflect the original intent of the US COMPOSTING COUNCIL, and the arrangements agreed by the parties, as set forth herein.

4. Failure or delay of the US COMPOSTING COUNCIL to exercise any right, power or remedy provided in these Program Rules (including the Logo Use Agreement) and License) or to insist upon strict adherence to any provision of these Program Rules (including the Logo Use Agreement) will not operate as a waiver. All rights and remedies under these Program Rules (including the Logo Use Agreement) or by operation of law are cumulative.
5. These Program Rules (including the Logo Use Agreement and any License granted hereunder) shall be governed by, interpreted and enforced in accordance with the substantive laws of North Carolina without reference to the principles governing conflict of laws that might direct the application of another jurisdiction's laws. The Participant consents to the courts, whether federal or state, located in North Carolina.
6. These Program Rules (including the Logo Use Agreement and any License granted hereunder) shall not be assigned or transferred, in whole or in part, by the Participant to any other party without the prior written consent of the US COMPOSTING COUNCIL. These Program Rules (including the Logo Use Agreement) shall be binding on any successor in interest, assignee or other legal representative of either party.
7. These Program Rules, including the Logo Use Agreement, Appendices, Certificate and License, contains the entire agreement between the parties with respect to its subject matter and supersedes all prior written and oral agreements, and all contemporaneous oral agreements, relating to the subject matter contained herein (this "Agreement").
8. This Agreement may be executed in several counterparts, including by signature in Adobe PDF or other electronic or web-based format, each of which shall be deemed an original but all of which shall constitute one instrument.

Appendix A - Sampling Procedures and Test Methods

PART I

Sampling Methods:

Sampling procedures to be used for purposes of the STA Program are as provided in 02.01 Field Sampling of Compost Materials, 02.01-B Selection of Sampling Locations for Windrows and Piles of The Test Methods for the Examination of Compost and Composting (TMECC), Chapter 2 Sample Collection and STA Compost-Certified Laboratory Preparation, Jointly published by the USDA and US COMPOSTING COUNCIL (2002 publishing as a part of the USDA National Resource Conservation Technical Bulletin Series). The sample collection section is available online at

https://cdn.ymaws.com/www.compostingcouncil.org/resource/resmgr/images/Guide_for_Collecting_Field_S.pdf

Test Methods:

Test Methods to be used for purposes of the STA Program are as provided in The Test Methods for the Examination of Compost and Composting (TMECC), Jointly published by the USDA and US COMPOSTING COUNCIL (2002 publishing as a part of the USDA National Resource Conservation Technical Bulletin Series). A list of such methods is provided in the table below and online at

https://cdn.ymaws.com/www.compostingcouncil.org/resource/resmgr/images/USCC_STA_Participant_Rules.pdf

Parameters List (with Test Method name):

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

. The frequency of testing for composts may be reduced upon demonstration by the Participant to the Program Manager and Technical Review Committee that the source and character of the feedstock is consistent, and that test results for pathogens and trace metals have been consistently below applicable limits. If a reduced testing frequency is desired, the request will be reviewed on a case by case basis and is only approved through written permission by the Program Manager.

Appendix B - Sample Certificate



NOTICE OF GRANT OF LIMITED LICENSE

[DATE]

[ADDRESSEE]

Pursuant to The United States Composting Council STA Program Rules and Logo Use Agreement contained therein (collectively, the “Program Rules”), the US COMPOSTING COUNCIL has granted the Participant addressed above a Certificate and hereby grants said Participant the non-exclusive license to use the Logos on and in relation to the Compost Product throughout the United States of America strictly in accordance with the Program Rules and the terms and conditions of the Logo Use Agreement. The License granted herein shall be in effect until the last day of the current Certification Year (July 1 to June 30) unless earlier revoked or terminated by the US COMPOSTING COUNCIL.

Capitalized terms used in this notice are as defined in the Program Rules.

[SIGNATURE OF USCC EXECUTIVE DIRECTOR]

Appendix C - STA Program Logos and Accompanying Text

The Seal of Testing Assurance Program Logo below is only to be used when referring to the US Composting Council's Seal of Testing Program. It is prohibited from use on product labeling or product literature. Immediately change electronic materials that use it. For printed materials, you have 6 months from the date of this contract to use up existing stock.



The Seal of Testing Assurance Certified Compost® Logo below is to be used on your website, the product label, packaging and / or literature.



This Compost Product(s) has been sampled and tested as required by the STA Program of The United States Composting Council (US COMPOSTING COUNCIL). Test results are available upon request by calling _____ *[PARTICIPANT NAME]* at 1-_____ *[PARTICIPANT PHONE #]*. The US COMPOSTING COUNCIL makes no warranties regarding this product or its contents, quality, or suitability for any particular use.

STA Program Logo and Accompanying Text:
(Derivative Product) Blended product containing STA Certified Compost Product(s)

FOR THE COMPOST COMPONENT OF THIS PRODUCT ONLY:



This product contains a Compost Product(s) that has been sampled and tested as required by the STA Program of the United States Composting Council (US COMPOSTING COUNCIL). Test results are available upon request by calling _____ *[PARTICIPANT NAME]* at 1-_____ *[PARTICIPANT PHONE #]*. The US COMPOSTING COUNCIL makes no

warranties regarding this product or its compost_component, or the contents, quality, or suitability for any particular use of this product or its compost component.

Appendix D – STA Certified Compost Schedule of Program Fees

Yearly Application Fee - Certificate:	<p><u>Standard</u> (for product not previously certified): \$850 per product/year (\$650 per product/year - US COMPOSTING COUNCIL member rate)</p> <p><u>Additional Products</u> (for those with centralized billing) \$375 per additional product/year (\$275 per product/year - US COMPOSTING COUNCIL member rate)</p> <p><u>Small Composter fee</u> (for composters producing 2,500 tons/year of compost or less): \$350 per product/year (\$250 per product/year - US COMPOSTING COUNCIL member rate)</p>
Yearly Application Fee – Derivative Certificate	\$100 per product/year
Appeal Fee	\$100 per product
Reinstatement Fee – First Warning	\$100 per product
Reinstatement Fee – Additional Warnings	\$200 per product per instance
Late Payment Fee Plus the Full Yearly Fee Due	\$100/Participant Plus No Proration Break on the Remaining Months Before the Next Renewal
All fees are non-refundable	

Appendix E - Compost Technical Data Sheet ("CTDS")



US Composting Council
Seal of Testing Assurance®

Lab to insert:
 Composter Name
 Product name (if any)
 Composter telephone number

Sample Date: _____

Compost Technical Data Sheet

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

SAMPLE

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

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

This Compost Product(s) has been sampled and tested as required by the Seal of Testing Assurance Program of the United States Composting Council (US COMPOSTING COUNCIL). Test results are available upon request by calling _____ [PARTICIPANT NAME] at 1-_____ [PARTICIPANT PHONE #]. The US COMPOSTING COUNCIL makes no warranties regarding this product or its contents, quality, or suitability for any particular use.

For additional information pertaining to compost use, the specific compost parameters tested for within the Seal of Testing Assurance Program, or the Program in general, log on to the US COMPOSTING COUNCIL's website at www.compostingcouncil.org.

Specific Directions for Product Use:

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

Compost Ingredients:

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

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

Note: This information is to be provided by the Participant. The US COMPOSTING COUNCIL will not assess whether, or to what extent, these directions are appropriate. It is only the responsibility of the Participant to ensure they are.

Appendix F- Collecting Field Samples

Sample Collection and Laboratory Preparation Field Sampling of Compost Materials 02.01

Test Method: Selection of Sampling Locations for Windrows and Piles						Units: NA		
Test Method Applications								
Process Management							Product Attributes	
<i>Step 1:</i> Feedstock Recovery	<i>Step 2:</i> Feedstock Preparation	<i>Step 3:</i> Composting	<i>Step 4:</i> Odor Treatment	<i>Step 5:</i> Compost Curing	<i>Step 6:</i> Compost Screening and Refining	<i>Step 7:</i> Compost Storing and Packaging	<i>Safety Standards</i>	<i>Market Attributes</i>
		02.01-B	02.01-B	02.01-B	02.01-B	02.01-B	02.01-B	02.01-B

02.01-B SELECTION OF SAMPLING LOCATIONS FOR WINDROWS AND PILES

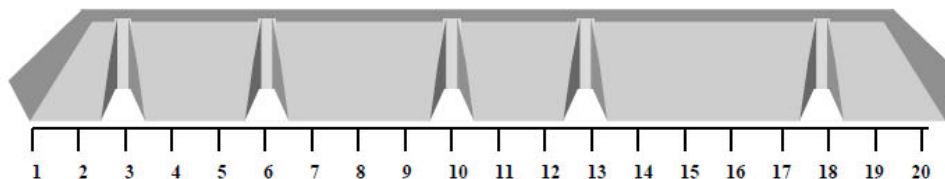


Fig 02.01-B1 Hypothetical sample collection pattern from a compost windrow.

NOTE 1B—In this example, a scale from 1-20 is superimposed on the long dimension of a compost windrow. Five distances (3, 6, 10, 13 and 18 m) are randomly selected to each side of the windrow, (e.g., numbers randomly pulled from a hat), to assign sample collection locations. Point-samples are collected from within three zones at each cutout.

NOTE 2B—The illustrated cut-outs are depicted on one side of the windrow; in a real operation, the cut-outs must be randomly assigned to each side of the windrow. Cone-shaped piles have a circular base. Measure around the base of a cone-shaped pile and randomly assign cutout positions along the pile's meridian, or circumference.

10. Apparatus for Method B

10.1 *Sampling Container*—five 16- to 20-L (4- to 5-gal), plastic (HDPP), glass.

10.1.1 *Organic Contaminant Tests*—For samples to be analyzed for the presence of organic contaminants, please refer to Table 02.01-6 Organic Contaminant Tests: Sampling containers and conditions for compost and source ingredient testing. Modify sample packaging steps presented in this section accordingly.

10.2 *Sampling Device*—silage auger, tilling spade, or other appropriate sampling device.

10.3 *Tractor Loader*—with loader, (e.g., Bobcat, etc.).

10.4 *Trowel*—high-density polypropylene (HDPP), for stirring and mixing composite sample.

10.5 *Pail*—16- to 20-L (4- to 5-gal), square pails, Use standard 5-gal plastic pails for shipping only when square pails are not available (e.g., square pails are available through Cleveland Bottle & Supply Co.; 850 East 77th Street; Cleveland, OH 44103; telephone: 216 881 3330; Fax: 216 881 7325; URL: <http://www.clevelandbottle.com/squrpail.html>).

11. Reagents and Materials for Method B

11.1 *Plastic Bags*—three 4-L (1 gal) durable bags with seal, (e.g., Ziploc® Freezer bags).

11.2 *Plastic Gloves*.

11.3 *Tarp*—clean plastic, canvas, or other type of mixing surface if feedstock is liquid sludge.

11.4 *Cold Packs*—chemical ice packs, or 4-L plastic bags (e.g., heavy duty Ziploc® freezer bags) filled with approximately 0.5 L of water and frozen flat. One ice pack per 4-L sample container of compost to be shipped, (e.g., three ice packs are recommended for three compost 4-L samples).

11.5 *Aluminum Foil*—lining for plastic shipping pail, and

11.6 *Packing Material*—newspaper or other appropriate bulking material to be used as packing or fill to minimize sample movement within the shipping container (square pail) during shipping.

11.7 *Adhesive Tape*—duct tape, 5-cm (2-in.) width.

12. Procedures for Method B

12.1 *Cut into Finished Compost*—Using tractor skid-loader, bobcat or shovel, or sample boring device, cut into the finished compost pile or windrow at five or more randomly selected positions. Collect samples from the full profile and breadth of the compost windrow or pile. Refer to Fig 02.01-B1.

12.2 *Collect Point-Samples*—Samples of equal volume are extracted from the compost pile at three depths or zones measured from the pile's uppermost surface. Collect no less than five point-samples from each of the three depths or zones illustrated in Fig 02.01-B2. The five point samples for each zone must be collected in a manner to accurately represent the horizontal cross-section of the windrow or pile. Use a sanitized sampling tool (a gloved hand, clean shovel or auger) when collecting samples and when transferring samples to the 5-gal sample collection pail.

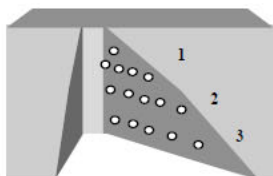


Fig 02.01-B2 Five horizontally dispersed point-samples are collected from each of three depths or zones within each cutout.

NOTE 3B—(1) upper $\frac{1}{3}$ of compost profile height; (2) middle $\frac{1}{3}$ of compost profile height; and (3) lower $\frac{1}{3}$ of compost profile height, where compost pile does not exceed the recommended overall height of 3 m. Create more than three sampling depths or zones within each cutout when the curing pile exceeds a height of 3 m, relative variability is high or the property of interest is found at very low concentrations, near the laboratory detection limit.

12.3 *Composite Point-Samples*—Place all 15 point samples from one cutout together into one sanitized plastic pail. Completely mix the point samples by stirring thoroughly with a sanitized wooden stick or lath, and by covering and shaking the pail to further mix the samples.

12.3.1 Repeat the blending process at least four times until all point samples are thoroughly blended to form one composite sample that accurately represents the compost for the cutout.

12.3.2 Proceed to the next compost sample cutout and repeat this process to collect one thoroughly blended composite sample from each of the five cutouts.

12.3.3 *Composite Sample*—Transfer the five composite samples from the sample collection pails onto a mixing tarp or other appropriately sanitized surface or container, such as into a large pail where all samples can be mixed, blended and then covered to minimize moisture loss. Thoroughly blend the five composite samples to form one large sample that represents the average condition of the entire batch or windrow in question.

12.3.3.1 Quarter the composite sample and thoroughly mix and quarter again. Continue to subdivide and split the sample into quarters and mix as described until sample size reaches approximately 12 L (3 gal).

12.4 *Stratified Sampling*—This sample collection strategy is used to evaluate for the presence of spatial variations or gradients in compost characteristics across and through a windrow or pile.

12.4.1 *Stratified Samples across Cutouts*—Use this sampling strategy to test for differences in compost characteristics between sample cutouts and along the longer dimension of a windrow. Do not composite materials from the five separate cutouts when

monitoring for the presence of gradients along the longer dimension of a windrow. Pack and prepare five separate samples (i.e., five separate composite samples, one from each cutout) for shipment as described in step 12.5.

12.4.2 *Stratified Samples within Cutouts*—Use this sampling strategy to evaluate for the presence of spatial variations or gradients that occur with changes in pile depth or distance from the windrow core to its surface.

12.5 Prepare for Shipment and Storage:

12.5.1 Transfer the blended compost to three 4-L (1-gal) sample bags, (e.g., plastic Ziploc® freezer bags).

12.5.2 Line the shipment pail with aluminum foil or other reflective material to minimize sample heat-gain. Place the sample bags containing the compost sample into the plastic pail and interleave with ice packs for shipping (refer to Fig 02.01-B3).

12.5.3 Cover the pail with its lid. Seal and secure the lid with a packing tape. Send the sample pail by one-day express delivery service to your selected laboratory for analysis. Include a chain of custody information sheet with environmental regulatory samples (Refer to Method 02.01-E).

NOTE 3B—Maintain cool samples at 4°C (39.2°F) to diminish microbial and chemical activity prior to and during sample shipment.

Foil lined plastic pail lid

Three 4-L sample containers

Two 4-L ice packs

Foil lined shipping pail

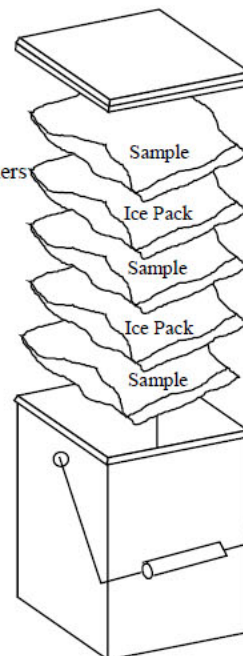


Fig 02.01-B3 Preparation for shipment.

Appendix G- Chain of Chain of Custody

SEAL OF TESTING ASSURANCE (STA) PROGRAM FOR STA CERTIFIED COMPOST® CHAIN OF CUSTODY (COC) – GUIDE AND FORM

STA CHAIN OF CUSTODY FORMS AND PROCEDURES ARE TO BE USED FOR ALL
COMPOST SAMPLES SUBMITTED TO STA CERTIFIED LABS,
ENVIRONMENTAL AND REGULATORY SAMPLES.

1. Why Fill This Out?

- 1.1 A COC form is used to track sample handling: from time of collection through laboratory analysis, and data reporting.
- 1.2 This form is used only for current STA Program participants and those applying to the program. Applicants will not receive results on official STA paperwork until all parts of the application are complete. Only products in good standing with participating in the STA Program will receive test results on STA-branded paperwork! Listed here: <https://www.compostingcouncil.org/page/participants>
- 1.3 If you provide additional specific feedstock and operational detail in the space at the bottom, the Standards and Practices Committee of the Compost Council Research & Education Foundation (CCREF) will have crucial data needed to better understand the composting process and compost end results, to benefit the compost industry. This is a way you can participate in progressing the compost industry

2. The lab itself has a COC too, which do I fill out?

- 2.1 Fill out both the chain of custody form your lab uses, and also the USCC's STA Program's COC form, for every sample you submit for products in the USCC's STA Program.

3. Reporting Instructions - Please fill out all information requested. This includes:

- 3.1 Top Left-Side Box – "STA Laboratory" – Lab you sent the sample to – you fill this out.
- 3.2 Middle Left-Side Box – "Client/Reporting Company" – Your company information. *Important* – companies without products in good standing with participating in the Seal of Testing Assurance (STA) Program will not receive test results on STA-branded paperwork!
- 3.3 Third Left-Side Box – "Send results to" – Email of who you want the results sent to in addition to the "Client/Reporting Company" email you provide above this section.
- 3.4 Fourth Left-Side Box – "Name or Source of Sample(s)" – Your product name. *Important* – products not in good standing with participating in the STA Program will not receive test results on STA-branded paperwork! Must match your product name on the STA Certified Compost® list of participants here: <https://www.compostingcouncil.org/page/participants>

- 3.5 Fourth Left-Side Box – “Name of Person(s), Sample Collector(s)” – The name of the person who collected the sample for your product, and then their signature right beside it.
- 3.6 First Right-Side Box – “LABORATORY USE ONLY” – Let the lab fill this in themselves. Labs – indicate the conditions in which you are storing the sample. Then record the state of the sample when you received it.
- 3.7 Second Right-Side Box – “Sample Type” – Indicate how you took the sample. (e.g., as described in TMECC 02.01 paragraph 9.3)
- 3.7.1 POINT – From a single point in the compost pile
 - 3.7.2 COMPOSITE – From a mix of different places in the pile, combined and mixed
 - 3.7.3 STRATIFIED
 - 3.7.4 INTERVAL
- 3.8 Second Right-Side Box – “P.O. Number” – Your internal point of origin sample identifier number, for your company’s internal use, and special instructions such as requested preprocessing (e.g., sub-sampling, compositing, sieving)
- 3.9 Third Right-Side Box – “SELECTION OF ANALYSIS” – In the empty boxes labeled “A”, “B”, “C”, indicate any additional TMECC tests you would like to be run beyond the STA Suite, State DOT, Biosolid Type A, Biosolid Type B, or Biosolid Type C. Refer to your laboratory’s chain of custody form for these optional tests.
- 3.10 First Block in the Long Horizontal Section – “Client Sample ID and Special Instructions” – Here is your space to write what you’d like to.
- 3.11 Second Block in the Long Horizontal Section – “List Feedstocks” – Please tell us what feedstocks created this sample, and what proportion of each. In the space provided beside each feedstock type, indicate the relative amount of feedstock which makes up the material represented by the submitted sample.
- 3.12 Third Block in the Long Horizontal Section – “Collection date/time” – Please tell us when this compost sample was collected.
- 3.13 Fourth Block in the Long Horizontal Section – “Sample Matrix” – Only “Finished Compost” is eligible to be on STA-branded paperwork.
- 3.14 Fifth Block in the Long Horizontal Section – “Composting Operation Type” – Please tell us what composting method you used to create this sample. (Refer to TMECC Fig 02.01-A3 for additional examples of composting technologies)
- 3.15 Sixth Block in the Long Horizontal Section – “Shipping Temperature” – Only iced samples may be sent in to be tested for STA-branded paperwork according to TMECC sampling methods. Dry ice is preferred so that it does not contaminate the sample.

3.16 Seventh Block in the Long Horizontal Section – “Indicate Compost Analysis Requirements” – These are several options for tests that can be performed.

3.16.1 “STA Suite” is required for STA-branded paperwork, and to maintain compliance with the testing requirements for the STA Program. Please mark a large X through this block to get this test.

3.16.2 “State DOT Identify State” is an option for asking the lab to take your STA test results and put them on STA-branded paperwork that has a state DOT’s logo and specific requirements included in a chart for easy reference to compare to your test results. Please indicate the state(s) you would like this for. Make sure to also mark a large X for “STA Suite”.

3.16.3 “A” – Tests for Type A of the EPA Part 503 Biosolids Rule – Please mark a large X through this block to get this test. USE THIS SPACE TO SPECIFY THE REQUIRED LABORATORY PROTOCOLS FOR REGULATED COMPOST MATERIAL. IT IS THE RESPONSIBILITY OF THE PARTY SUBMITTING THE SAMPLE TO INFORM THE LABORATORY OF SPECIFIC REGULATORY TESTING REQUIREMENTS. It is a requirement for the STA Program that all participants follow government regulatory requirements.

3.16.4 “B” – Tests for Type B of the EPA Part 503 Biosolids Rule – Please mark a large X through this block to get this test. USE THIS SPACE TO SPECIFY THE REQUIRED LABORATORY PROTOCOLS FOR REGULATED COMPOST MATERIAL. IT IS THE RESPONSIBILITY OF THE PARTY SUBMITTING THE SAMPLE TO INFORM THE LABORATORY OF SPECIFIC REGULATORY TESTING REQUIREMENTS. It is a requirement for the STA Program that all participants follow government regulatory requirements.

3.16.5 “C” – Tests for Type C of the EPA Part 503 Biosolids Rule – Please mark a large X through this block to get this test. USE THIS SPACE TO SPECIFY THE REQUIRED LABORATORY PROTOCOLS FOR REGULATED COMPOST MATERIAL. IT IS THE RESPONSIBILITY OF THE PARTY SUBMITTING THE SAMPLE TO INFORM THE LABORATORY OF SPECIFIC REGULATORY TESTING REQUIREMENTS. It is a requirement for the STA Program that all participants follow government regulatory requirements.

3.17 Last Block in the Long Horizontal Section – “LAB USE ONLY Job Number & Sample Status” – Let the lab fill this in themselves. Labs – Indicate your progress processing the sample.

3.18 Fill-In-The-Blank Long Horizontal Section – “PLEASE PROVIDE SPECIFIC FEEDSTOCK AND OPERATIONAL DETAIL IN THE SPACE PROVIDED” – Use this space to more accurately describe feedstock types used and specific composting operation detail, (e.g., if you marked above that manure is used as feedstock, indicate here the specific type of manure: horse, feeder cattle, poultry litter, liquid swine, etc). If you provide additional specific feedstock and operational detail, the Standards and Practices Committee of the CCREF will have crucial data needed to better understand the composting process and compost end results, to benefit the compost industry. This is a way you can fuel industry progress.

3.19 Left-Side Signature Blocks at Bottom – “Releasing” – Compost manufacturer sending the sample sign

3.20 Right-Side Signature Blocks at Bottom – “Receiving” – Laboratory receiving the sample sign



OFFICIAL Seal of Testing Assurance Compost Sample Chain of Custody Form

STA Laboratory: Address: City, State, Zip code Tel: _____ FAX: _____ Email: _____	LABORATORY USE ONLY Storage Locations Freezer _____ Cold Room _____ Storage Shelf _____ Sample Condition: _____ Temperature: _____ Meltdor: _____ Moisture: _____	Client/Reporting Company: Tel: _____ FAX: _____ Email: _____ City, State Zip code Send Results to: City, State Zip code	Sample Type: <input type="radio"/> POINT <input type="radio"/> COMPOSITE <input type="radio"/> STRATIFIED <input type="radio"/> INTERVAL P.O. Number: _____ USCC <input type="radio"/> YES <input type="radio"/> NO Member: _____
SELECTION OF ANALYSIS: Refer to http://www.bmes.com/ops/methods.html for details. STA Suite: State DOT Tests (indicate State); A, B, C – Specify other tests in Table A through C, (e.g., tests required for regulated samples, etc.). NOTE! STA analytical results via the STA Compost Technical Data Sheet and this Chain of Custody form are submitted to STA program management.			
Name or Source of Sample(s): Name of Person(s), Sample Collector(s):	A	B	C
Client Sample ID and Special Instructions 1. List Feedstocks 2. Check all that apply 3. List % by volume: Green Waste _____ Leaves _____ Food Scraps _____ Manures _____ Biosolids _____ Animal _____ Mortality _____ Fish Waste _____	Sample Matrix Compost <input type="radio"/> Erosion Control Compost <input type="radio"/>	Composting Operation Type Windrow <input type="radio"/> Static pile <input type="radio"/> In-Vessel <input type="radio"/> _____ <input type="radio"/> _____ <input type="radio"/>	Shipping Temperature Dry Ice <input type="radio"/> Double- Packaged Wet Ice <input type="radio"/> _____ <input type="radio"/>
1. List Feedstocks 2. Check all that apply 3. List % by volume: Crop Residue _____ Industrial _____ By-product _____ _____ _____ _____ _____	Indicate Compost Analysis Requirements (Identify state) _____ _____ _____ _____	LAB USE ONLY Job Number & Sample Status	
Client Sample ID and Special Instructions	Sample Matrix	Composting Operation Type	Shipping Temperature
Client Sample ID and Special Instructions	Sample Matrix	Composting Operation Type	Shipping Temperature
Client Sample ID and Special Instructions	Sample Matrix	Composting Operation Type	Shipping Temperature

INFORM THE STA LABORATORY AND SPECIFY THE REQUIRED LABORATORY TESTS WHEN SUBMITTING REGULATED COMPOST SAMPLES (please use spaces A, B and C provided above).

PLEASE PROVIDE SPECIFIC FEEDSTOCK AND OPERATIONAL DETAIL IN THE SPACE PROVIDED.
 YOUR VOLUNTEERED INFORMATION PROVIDES CCR/REF STANDARDS AND PRACTICES COMMITTEE WITH CRITICAL DATA NEEDED TO BETTER UNDERSTAND THE COMPOSTING PROCESS AND COMPOST END USES.

		Date	
Releasing Signature 1		Date	Time
	Receiving Signature 1	Date	Time
Releasing Signature 2		Date	Time
	Receiving Signature 2	Date	Time
Releasing Signature 3		Date	Time
	Receiving Signature 3	Date	Time
Releasing Signature 4		Date	Time
	Receiving Signature 4	Date	Time