

## Certification Contract

This contract is signed between OSOCA as Inspection and Certification Body and Operators (herein specified), who request for organic certification of his farms/factories/warehouses.

**1. Name of the operator :**

**2. Object of the Contract :**

Inspection and Certification of Organic Farm production/processing/packaging/ labelling / export to check the compliance with NPOP Regulation.

(Strike out which is irrelevant).

**3. Contents of the Contract :**

- ~~The Operator commissions OSOCA to conduct the inspection in accordance with the NPOP standards. It requires yearly inspection. In addition, unannounced or more detailed inspections shall be carried out at irregular intervals or in response to concerns regarding possible violations of the standards. The cost of such additional inspections shall be charged to the Operator only in case, that substantial non-conformities are found. For very large operations, or operations with a special risk, a second annual inspection will be carried out as a routine, and will be included in the offer.~~
- ~~Operator registered with another Certifying Agency, if any, shall inform OSOCA and shall submit all control documents from the previous Certifying Agency to OSOCA.~~
- ~~The Operator shall fulfill all the requirements of the Organic Regulation detailed in NPOP (National Program for Organic Production).~~
- ~~No use of disallowed substances like chemical fertilizers, pesticides.~~
- ~~Maintenance and improvement of soil fertility by an appropriate crop rotation, use of animal excrements, green manure and cultivation of legumes.~~
- ~~The client may file a complaint against the certification decision within one month after receiving the decision. If the client does not file a complaint within this period, the certification decision is considered legally binding effective the date of the decision.~~
- ~~Appeals do not result in postponement of the certification.~~

**4. The Operator is obliged:**

- ~~To allow information disclosure by former certification Bodies.~~
- ~~To always comply with the requirements of NPOP standards.~~
- ~~To assist with inspection procedures. The Operator shall provide appropriate information and grant authorized OSOCA inspectors access to the fields, storage facilities, processing plants, to all relevant documents and to allow sampling. Unless and otherwise determined by the respective standard, all requested records must be provided within two months after inspection, otherwise a new inspection may become necessary. The Operators employees may be interviewed at any time by the Inspector. The Operator agrees to samples being taken by OSOCA~~
- ~~To inform OSOCA immediately of any planned changes to the production system that could affect product conformity to NPOP standards and not market the product before receiving approval of OSOCA.~~

- To notify OSOCA immediately of any application of prohibited substances in any part of the operation, including instances of pesticide drift.
- To agree the imposing of the sanctions in case of violations or non-conformities.
- To not use the product certification in any way that would discredit OSOCA.
- To cease immediately all use of the certification in advertising a labeling under suspension, cancellation, or withdrawal of the certification, and to return all certificates to OSOCA when requested.
- To record and disclose any complaints made by third parties relating to conformity of the products to the relevant standards. Records must be kept of the respective corrective actions.
- To maintain a complete record of all the activities in order to inspect the compliances with the organic regulations.

**5. OSOCA is obliged**

- To carry out the inspection in a timely manner as per ISO Guide 65.
- To inform the Operator in a timely manner about the results of the inspection, i.e. either send the Operator the certificate or inform about the requirements yet to be fulfilled before the certificate can be issued.
- To inform the Operator in a timely manner about all relevant modifications of standards and of OSOCA's procedures and policies.
- To react immediately and adequately on any complaint by the Operator, according to the procedures established by NPOP standards and/or by the OSOCA quality manual.
- To use all the information concerning the Operator exclusively for inspection purposes and will not give to a third party except when required legally.
- OSOCA are obliged to hold all business information confidential insofar as information is not already publicly known, excluding data that is demanded by the competent state authorities, the accreditation agency. In case the client decides to switch to a different certification agency, OSOCA is authorized to share specific information with the new agency only if a threat exists to the integrity of the program unless data exchange required is required by legislation.

6. OSOCA has right to collect samples at any time to detect possible traces of prohibited substances according to the Organic regulation. The cost of the sample analysis is charged to the Operator.

7. The storage area should be organized in a manner in which commingling and contamination with substances not meeting requirements of the NPOP is prevented.

8. The Operator must ensure that the following must be displayed on the certified produce:

- Name and address of the Operator
- Organic status of the product ( such as "Certified Organic"/ "made with organic ingredients" ) list of raw materials in order of their weight percentage/ additive and processing aids
- Indian Organic logo'
- Logo of OSOCA
- Batch number that can be traced in the records.



- 9. The costs involved in the certification programme shall be paid by the Operator Independent of the inspection results. On failing the contract loses its basis and all certificates of conformity will be revoked.
- 10. OSOCA is not responsible for delays of service due to acts of God or due to events outside its control, even if target dates had been guaranteed. Such events also authorize OSOCA to completely or partially withdraw from the contract, whereby the operator does not gain the right to sue for damages for non-performance.
  - Defects that have been caused by OSOCA will be remedied as soon as possible.
  - If OSOCA is not able to do so, the client is authorised, after consultation with OSOCA, to reduce the agreed upon fees.
  - Unless otherwise noted below, further claims by the client are excluded regardless of the legal grounds. OSOCA is not liable for any lost profits or other financial losses.
  - OSOCA is neither able nor allowed to guarantee a market for the certified products.
  - OSOCA has no liability for product quality. It is the supplier's responsibility to fulfill the pre-requisites of product quality and economic accountability.
- 11. **Right to terminate the contract**
  - Notification of cancellation of the contract can be made by either party and must be made in writing at least three months prior to the end of the year or three months prior to the end of the certification period.
  - Both parties may terminate the contract immediately in cases of extraordinary circumstances.
  - For OSOCA, extraordinary circumstances justifying termination of the contract include payment that is more than 1 month overdue, or refusal of the operator to cooperate during inspections.
  - For the client, extraordinary circumstances include OSOCA not meeting its obligations (Section 5).
- 12. OSOCA will incorporate into the present contract any changes required by the competent state authorities or by the liability insurance company. The client is to be informed about any changes without delay.
  - All amendments or additions to the present contract must be made in writing.
  - This contract is governed by the laws of India. The court of jurisdiction is that of the registered domicile of the headquarters of OSOCA.
- 13. The contract is valid from \_\_\_\_\_ and ends on \_\_\_\_\_.

Place :  
Date

Operator:  
  
CEO