	D.5 Input Approval	Operating manual
	D.5.5 input approval contract	Page 1/3

**Karnataka State Organic Certification Agency  
(Govt. of Karnataka Undertaking)**

**Input approval contract**

The agreement made on this the .....day of .....Two thousand and .....between KSOCA,..... hereinafter referred to in short as "the Agency" and ..... hereinafter referred to in short as the "operator"

Whereas the operator has approached the Agency for evaluating the inputs applied for approval and the Agency agrees to do so.

Now this agreement witnesseth as follows:

**1. Commencement:**

The operation of this agreement shall commence from (date).....

- 2.** The operator authorizes the Agency to carry out inspection and evaluation of inputs for organic agriculture:

**3. Regulations:**

The inspection and approval will be based on the valid versions of the KSOCA directives. These ensure compliance with both the Indian National Standards for Organic Production and the EU regulation 834/2007 on Organic Farming:


The Agency retains the right to develop the inspection and approval system on its own responsibility based on the above given standards. The operator can receive a description of the inspection and approval system upon request.

**4. Duties of the Operator:**

- a) The Operator confirms that he/ she is familiar with the corresponding regulations (vide clause paragraph3) and that referring regulations are followed throughout the production/processing or trade operation for which approval is applied.

The most current regulation applies at any given time. The regulations are an integral part of this contract.

Last changed by and on: QM 05/07/18	Last approved by : Dir.
Distribution to:	Operating Manual, operators

	D.5 Input Approval	Operating manual
	D.5.5 input approval contract	Page 2/3

- b) The operator keeps records of his activities for inspection purpose.
- c) The operator agrees to grant the Agency or person authorized by the Agency entry to buildings and facilities, the right to view company documents and the right to take samples relevant for the inspection and evaluation of the inputs approval has been applied for.
- d) The operator agrees that authorities and accreditations bodies herein after mentioned as the competent authorities relevant for approval by the Agency may get same access to premises and data as the Agency.

**5. Inspection fees:**

Fees for inspection are based on the duration of the inspection and on daily costs incurred according to the scale of fees of the Agency.

The operator will be held accountable for costs incurred by an unusually difficult inspection resulting from a violation of regulations. This can include follow-up inspections, analysis of residue, and the like. The Agency reserves the right to apply additional charges if documents necessary to the completion of the inspection are unavailable.

The scale of fees is an integral part of this contract. The Agency reserves the right to amend the scale of fees.

**6. Protection of information:**


All data pertaining to the production/processing or trading unit are considered confidential and are handled with the utmost secrecy. The Documents such as list of ingredients, etc shall be kept in a locked place and will be accessible to persons involved in the evaluation process. This non-disclosure agreement does not apply to relevant competent authorities. The revocation of approval may be made public.

**7. Contract violations:**

The Agency may impose sanctions according to the Agency's scale of sanctions, in case of violation of this contract or the regulations indicated under paragraph 2. The Agency reserves the right to amend the scale of sanctions. The Agency shall inform the operator of the amendment one month before it will be valid

If a violation of the regulations results in financial damage to the Agency or a third party, the operator will be held accountable for the payment of said damages, independent of any sanctions already carried out.

Last changed by and on: QM 05/07/18	Last approved by : Dir.
Distribution to:	Operating Manual, operators

	D.5 Input Approval	Operating manual
	D.5.5 input approval contract	Page 3/3

**8. Duration of Contract:**

The commencement of the contract is indicated on the first page. The contract is valid for 12 months. This will stand extended for another year if not cancelled by a letter sent by registered mail three months in advance.

**9. Amendments:**

All amendments to this contract shall be in writing.

**10. Referred Documents**

The following documents are integral part of this contract and shall be annexed here to.

- Scale of fees of the Agency
- Regulation/Standards as mentioned under Clause 3.

**11. Disputes:**

The authority to settle the dispute arising out of the contract or regarding the terms thereof shall be the authority specified in this regard in the operating manual.

**12. Court Jurisdiction:**

Any legal proceeding initiated or arising out of this contract shall be triable before the court of competent Jurisdiction at Bangalore.

The Agreement executed this .....day of .....two thousand and.....

Name.....

Name.....

Signature.....

Signature.....

Place and Date.....

Place and Date.....

Witness: 1

Witness: 2

Last changed by and on: QM 05/07/18	Last approved by : Dir.
Distribution to:	Operating Manual, operators