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

**Inspection and Certification Contract**

This contract is signed between Karnataka State Organic Certification Agency (address)..... hereinafter referred to in short as “The CB” and ..... (Address), hereinafter referred to in short as the “Operator” who request certification. : KSOCA (Government of Karnataka undertaking) is a certification body for organic inspection and certification and its activities include:

- Inspection of individual farmers and farmer group.
- Inspection of production, processing and trade.
- Certification for the domestic market as per the Indian National Organic Standards.

The operator has approached the CB for conducting inspection and certification of the farm/processing unit/ farmer group/.....and the CB agrees to do so.

**1. Commencement:**

The operation of this agreement shall commence from ---/---/-----

**2. The operator authorizes the CB to carry out the inspection and certification of:**

- Agriculture production
- Processing of organic products
- Trade with organic products
- Others:.....


According to the following conditions:

**3. Regulations:**

The inspection and certification will be based on the valid versions of the following regulations:

Indian national standard for Organic Production and the KSOCA directives on the Interpretation and Implementation of the NPOP.

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#### 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 entire farm/ processing or trade operation for which certification is applied for.

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

- b. The operator keeps records of his activities for inspection purpose.
- c. The operator agrees to grant the CB or person authorized by the CB to enter land and buildings, the right to view company documents and to take samples, and the right to view data relevant for the inspection and certification. This applies to organic and conventional parts of the operation. Inspections can take place at any time.
- d. The operator agrees that authorities and accreditations bodies herein after mentioned as the competent authorities relevant for certification by the Agency may get same access to premises and data as the CB.
- e. The operator agrees that he/she will make claims regarding the certification only with respect to the scope for which the certification has been granted.
- f. The operator agrees not to use certification/ certification mark to bring disrepute to the certification body or make any misleading and unauthorised statement. He/ She agrees to withdraw or discontinue the use of all advertising matter in the event of being suspended or de - certified and agrees to return any certificate as required by the certification body on suspension or cancellation of the certification.
- g. The operator agrees to use certification/ certification mark only to indicate products which are in conformity with the organic standards and certified as per NPOP.
- h. The operator agrees to comply with the CB requirements in making reference to its certification in communication media and notify the certification programme of any changes and agrees not to switch in and out of the certification system.

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## 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 CB. The decision on the grant of the certificate shall be independent of the payment of fees.

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 CB 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 CB reserves the right to amend the scale of fees as and when required.

## 6. Protection of information

All data pertaining to the farms/processing or trading unit and the internal control system in question are considered confidential and are handled with the utmost secrecy. This non-disclosure agreement does not apply to relevant competent authorities. The revocation of certification may be made public.

## 7. Contract Violations

The CB may impose sanctions according to the CB's scale of sanctions, in case of violation of this contract or the regulations.

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

## 8. Duration of Contract

The commencement of the contract is indicated on the first page Sl.No.1. The contract is valid till the operator discontinues the certification process from KSOCA.

### Amendments


All amendments to this contract shall be in writing.

## 9. Referred Documents

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

- Scale of fees of the CB
- Standards as mentioned under Clause 3.

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## 10. 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

### Operator:

Signature:

Name:

Place and Date:

### For KSOCA: (Quality Manager) Or KSSOCA: (Assistant Director)

Signature:

Name:

Place and Date:

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