 KSSOCA	E. 2.1. Certification Agreement (for Individual Producer, Processing, Trading and Large Contiguous Traditional/Default Organic Area)	Operating Manual
		1/3

Certification Agreement
(for Individual Producer, Processing, Trading and Large Contiguous Traditional/Default Organic Area)

(for Individual Producer, Processing, Trading and Large Contiguous Traditional/Default Organic Area)

This Agreement is signed between Regional Council (RC), Karnataka State Seed and Organic Certification Agency (KSSOCA), _____ (address) hereinafter referred to in short RC and _____ (Address), hereinafter referred to in short as the “Operator” who request PGS-India certification. This agreement applicable for following certification services (underline whichever applicable):

- Individual Producer
- Processing
- Trading
- Large Contiguous Traditional/Default Organic Area

The operator has approached the RC for conducting inspection and certification of the Individual Producer/ Processing/Trading/ Large Contiguous Traditional/Default Organic Area _____ and the RC agrees to do so.

1. Commencement:

The operation of this agreement shall commence from the date of signing

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

- Individual Producer
- Processing
- Trading
- Large Contiguous Traditional/Default Organic Area
- Others:.....

According to the following conditions:

3. Regulations:


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

PGS-India Standards and the KSOCA directives on the Interpretation and PGS-India Standards.

4. Duties of the operator:

- a. The Operator confirms that he/ she is familiar with the corresponding regulations and that referring regulations are followed throughout the entire operation for which certification is applied for.

Last changed by and on: QM, 01/10/2021	Last approved by : Dir.
--	-------------------------

 KSSOCA	E. 2.1. Certification Agreement (for Individual Producer, Processing, Trading and Large Contiguous Traditional/Default Organic Area)	Operating Manual
		2/3

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

- b. The operator keeps records of his activities for inspection purpose.
- c. The operator agrees to grant the RC or person authorized by the RC 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 RC herein after mentioned as the competent authorities relevant for certification by the Agency may get same access to premises and data as the RC.
- 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.
- h. The operator agrees to comply with the RC 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.

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 RC. 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 fee is an integral part of this agreement. The RC reserves the right to amend the scale of fee as and when required.


6. Protection of information

All data pertaining to the farms/processing, trading and large contiguous traditional/default organic area 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. Agreement Violations

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

Last changed by and on: QM, 01/10/2021	Last approved by : Dir.
--	-------------------------

 KSSOCA	E. 2.1. Certification Agreement (for Individual Producer, Processing, Trading and Large Contiguous Traditional/Default Organic Area)	Operating Manual
		3/3

If a violation of the regulations results in financial damage to the RC 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

This contract is valid till the operator discontinues the certification process from KSOCA.

Amendments

All amendments to this contract shall be in writing.

9. 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:

For KSOCA: (Quality Manager)

Or KSSOCA: (Assistant Director)

Signature:

Signature:

Name:

Name:

Place:

Place:

Date:

Date: