

**AGREEMENT BETWEEN APSOPCA AND OPERATOR**

This contract is signed between Andhra Pradesh State Organic Products Certification Authority (APSOPCA), 2<sup>nd</sup> floor, Directorate of APSSCA, Andhra Pradesh State Seed Certification Authority, Lam farm, Gorantla, Guntur - 522034 hereinafter to in short as APSOPCA and .....  
 .....(Operator Name and Address), herein after referred to in short as Operator who request certification.

The operator has approached the APSOCPA for conducting inspection and certification of the farm/processing unit/grower group/trading/Wild collection/input approval and the APSOPCA agrees to do so.

**1. Commencement**

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

**2. The operator authorize the APSOPCA to carry out the inspection and certification of**

- a. Agricultural production (Individual/ICS)
- b. Collection of wild harvested products
- c. Approval of inputs for use in organic agriculture
- d. Processing of organic products
- e. Trading of Organic products

**3. Regulations**

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

- a. Indian National Standard for Organic Production (NPOP) and
- b. APSOCPA directives on the Interpretation and Implementation of the NPOP.

**4. I as an Operator will**

- a. Acquire awareness of National Standards for Organic Production (NPOP) under NPOP, organic farming principles & practices and that referring regulations are followed throughout the entire farm/processing/trade/wild collection/input approval for which certification is applied for.
- b. The most current regulation applies at any given time. The regulations are an integral part of this contract.

- c. Always fulfill the certification requirements; including paying fees, providing information about changes to the certified product, providing access to certified products for surveillance activities, implementing appropriate changes when they are communicated by the APSOPCA.
- d. Fulfill the product requirement of the certified products
- e. Establish, implement and update annually an Organic System plan (OSP) that is submitted to the APSOPCA.
- f. Make all necessary arrangements for the conduct of the evaluation and surveillance (if require), examining the documents and records and access to the area(s), buildings, equipment(s), handling location(s), personnel, structures, non-certified production areas, client's subcontractors, investigation of complaints and the participation of observers, if possible. This applies to organic and conventional parts of operation.
- g. Agrees to use certification/ certification mark only to indicate products which are in conformity with the organic standards and certified as per NPOP.
- h. Make claims regarding certification consistent with the scope of certification.
- i. The operator does not use its products certification in such a manner as to bring the certification body into disrepute.
- j. Not make any statements with respect to its products certification that the certification body may consider misleading or unauthorized.
- k. Discontinue the use of all advertising matter indicating that the product fulfills the requirements specified in the standards upon suspension, withdrawal or termination of certification.
- l. Return the certification documents and accept other actions are required by the APSOPCA upon suspension, withdrawal or termination of certification.
- m. Comply with any requirements that may be prescribed in the certification scheme relating to the use of marks of conformity and on information related to the product
- n. Comply with requirement of the certification body or certification scheme regarding in making reference to its product certification in communication media such as brochures, documents or advertising.

- o. Use certified organic seed or planting material as a source, if not available; use only untreated traditional seed or planting material in organic certification programme.
- p. Maintain sufficient Buffer zones as per the requirements of NPOP
- q. Take appropriate action to avoid contamination (by drift, soil erosion, commingling, parallel production /split production, prohibited substances etc.) during organic production.
- r. Use only cleaned tools and equipment's in organic production to avoid contamination
- s. Use only "Organic inputs" in farming & shall not use chemical pesticide & fertilizers at any cost.
- t. Use only permitted substances in all stages of certification process as per NPOP standards. If not, only restricted substances will be admitted after obtaining prior approval from APSOPCA.
- u. Informs the APSOPCA or notify the APSOPCA, without delay, of changes that may affect its ability to conform to the certification requirements i.e., legal, commercial, organizational status or ownership; organization and management, contact address, production sites, product changes, change in OSP & major changes to the Quality Management System.
- v. Accept authorized representative of APSOPCA to take samples at any stage of production/processing or from any product for residual testing to be used in the assessment of conformity to NPOP standards or when ever required by law.
- w. Make necessary arrangements for all additional inspection in addition to the unannounced inspections.
- x. Provide a letter of agreement for all parties involved in the chain of production of certified products with clear responsibilities, if required.
- y. Take utmost care during post harvesting process including threshing, drying, handling or storage, transport of organic products in order to avoid contamination and commingling with conventional / non-organic products.
- z. Agree to take maximum attention to avoid mechanical admixtures, contamination and commingling during post-harvest operation.
- aa. Keep all the organic products separately and labelled neatly as per standards during handing or storage process.

- bb. Not to use incorrect reference and misleading use of license, certificates, marks or any other mechanism for indicating a product is certified.
- cc. Keep records of all complaints made known to it relating to compliance with certification requirements and make these records available to the certification body when requested.
- dd. Take an appropriate action with respect to such complaints found in products that affect compliance with the requirements for certification and documents the actions taken.
- ee. Maintain all records applicable to the organic operations for not less than 5 years.
- ff. Agree to impose any type of sanctions as per APSOPCA rules and procedures in case of non-compliance are found and fail to take an appropriate action within the stipulated time.
- gg. Inform to APSOPCA in case of voluntary withdrawal from certification and return the certificate documents.
- hh. Agrees to maintain or improve the natural resources of the operation, including soil and water quality.

**5. APSOPCA as certification Body: will**

- a. Certification of organic products in compliance with the National Programme for Organic Production (NPOP) under APEDA.
- b. Inform all relevant modifications of standards or of APSOPCA's policies and procedures to the operator in a timely manner through publications, electronic media or other means.
- c. Maintain all the information about the operator is considered as proprietary information and shall be regarded as confidential except it is required by law or authorized by contractual arrangements.
- d. Allot authorized personnel to carry out inspections in an impartial manner
- e. Provide the inspection results copy to concerned operator
- f. Inform the operator about the requirements that he / she has to fulfill before the issue of certification document and issue the certification document to the concerned operator if all the requirements of certification are fulfilled

- g. All complaints / appeals registered at the APSOPCA with in stipulated time frame, to be handled as per the procedure mentioned in the policy and procedure manual.
- h. Make its services accessible to all applicants whose activities fall within the scope of its operations i.e., Non-discriminatory conditions.
- i. Not guarantee a market for the products certified
- j. Have no liability for product quality.
- k. Not liable for any consequential harm caused by errors in the analyses of the laboratories contracted by us.

## **6. Fees**

- a. Fees for inspection are based on the duration of the inspection and on daily costs incurred according to the scale of fees of the APSOPCA. The decision on the grant of the certificate shall be independent of the payment of fees.
- b. The operator has pay the fee for Residue testing of samples taken from his field/processing area/trading area.
- c. The scale of fees is an integral part of this contract. The APSOCA reserves the right to amend the scale of fees as and when required.

## **7. 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.

## **8. Contract Violations**

- a. The APSOCPA may impose sanctions according to the APSOPCA's scale of sanctions, in case of violation of this contract or the regulations.
- b. If a violation of the regulations results in financial damage to the APSOPCA or a third party, the operator will be held accountable for the payment of said damages, independent of any sanctions already carried out.

## **9. Duration of Contract**

The commencement of the contract is indicated on the first page Sl.No.1. 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.

**10. Amendments**

All amendments to this contract shall be in writing.

**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 Guntur.

**For Operator**

**For APSOPCA**

Name:  
Place:  
Date:

Name:  
Place:  
Date:

Signature

Signature