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### **CERTIFICATION SERVICE AGREEMENT**

This certification service agreement (“Agreement”) for Organic Certification is entered into between Sustainable Stewardship Pvt. Ltd. , 507 , Pragati Tower , 26 , Rajendra Place , New Delhi-100008 (“Certification body”) and <Name and complete address of operator> (“OPERATOR”).

#### **Requirements:**

##### **1. Operator shall:**

- 1.1 Nominate an organic management representative (OMR) as the point of contact with SSPL.
- 1.2 Comply and maintain a system in accordance with the applicable standard and supplemental requirements as agreed upon between the Applicant and SSPL
- 1.3 Always complies with relevant provision of the certification scheme and its related documents and standard owners requirements as and when communicated by SSPL.
- 1.4 The operator complies 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;
- 1.5 Inform SSPL in writing of any significant changes of the Applicant’s System related to quality standard elements or its manuals or procedures.
- 1.6 Not to use registration as evidence of product registration, product endorsement or approval only claims that it is registered with respect to the scope for which it is registered. Amend all advertising matter, when the scope of certification is amended.
- 1.7 Make no use of the SSPL marks or logos and make no statements referring registration, which could be misleading or unacceptable to SSPL or on withdrawal of certificate by SSPL.
- 1.8 Where an irregularities is found to immediately withdraw all references to the certification from the operation or products if directed to do so SSPL, and to accept SSPL prohibition of the use of any claim of certification for that operation or those item for a defined period.
- 1.9 To allow personnel from SSPL , APEDA , FSSAI or personnel authorized by SSPL to accompany the SSPL Services Assessors for witnessing of the assessments or for any other situation as may be required by SSPL.
- 1.10 Keep a record of all complaints. The complaint record and related compliances shall be made available to the SSPL when requested and
  - (i) Take appropriate action with respect to such complains and any deficiencies found in products that affect compliance with the requirements for certification.
  - (ii) Document the actions required
- 1.11 Not use its certification in such a manner that would bring SSPL or certification system into disrepute and lost public trust.
- 1.12 In making reference to its product certification in communication media such as documents, brochures or advertising, the operator complies with the requirements of the certification body or as specified by the certification scheme
- 1.13 Agree for the listing of the certification status with the required information including suspension, termination / withdrawals in the public domain of the SSPL including its website.
- 1.14 Agree that the Applicant shall ensure completion of Surveillance audits within the due dates or within the time frame as applicable and in case of non-compliance the certificate stands suspended


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automatically without further notice and in such a case SSPL procedures on suspension and withdrawal is applicable automatically.

- 1.15 After fixing the dates for the assessment applicant has to pay all charges. In case Applicant has not provided travel and other arrangements; SSPL shall make the same and accordingly claims the expenditure incurred shall be paid by operator. In case the audit is postponed/cancelled due to lack of cooperation extended by operator, applicable charges shall be payable by operator.
- 1.16 Inform SSPL of any changes which may affect the certification, including changes of legal, commercial, organizational status or ownership, changes of organization or management, contact address and sites, scope of operation, organic management plan etc.
- 1.17 agree to implement the changes in processes and product, necessitated by the changes When the certification scheme introduces new or revised requirements both in Certification criteria and Certification process requirements.
- 1.18 Agree to pay all the charges as per the quotation / letter of offer before the commencement of each of the activities as mentioned therein and further agree that the activity can be scheduled by SSPL only on completion of the payment in advance for the respective activities.
- 1.19 Once project is registered by SSPL in the Tracenet for group category, correct Tracenet data entry must be completed by the operator & final application should be submitted through the Tracenet with request for audit execution process. In case of new registration tracenet data upload must be completed on time because tracenet will allow to generate the certificate within 180 days of registration. For the case of renewal audit operator must call SSPL at least 1-2 months in advance and tracenet data must be updated and forwarded to SSPL on time so that certificate can be renewed within 60 days of the expiry of existing scope.
- 1.20 Maintain & keep the records at least for five years.
- 1.21 Allowing SSPL to collect samples of plant, products, soil, water and other things while on the property or site for the purposes of testing at your expense. If testing is required it will be discussed with you and will only be performed with your full agreement. Note- if you do not agree, SSPL may withdraw certification;
- 1.22 After harvest the operator should intimate the exact quantity harvested to SSPL.
- 1.23 All transactions both domestic and export are to be intimated to SSPL.
- 1.24 In case, the operator indicates his willingness to transfer to other certification bodies, he needs to indicate SSPL well in advance and resolve all outstanding payments including that of any testing, fees for audit visit, fees for transaction certificates and/or any other financial obligation towards SSPL.
- 1.25 After award of organic certification status of the project operator mandatorily needs to seek logo approval. This includes content of label for all organic certified products, ensuring that numbers/quantities of labels are shared. He must file reconciliation of labels for each product under full organic status report to SSPL periodically.

## 2. SSPL shall:


- 2.1 Maintain all information pertaining to the Applicant as confidential and not to disclose it to other parties, without the written consent of the Applicant unless such information is required to be submitted by SSPL under any law or regulatory.
- 2.2 Ensure that all assigned assessors of SSPL sign an Assessor Contractual Agreement and a Confidentiality and Non-disclosure Statement.

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- 2.3 Perform the audit on or about the dates requested by the operator and agreed by negotiation;
- 2.4 Combine travel to site with work in the same area for other operator wherever practicable, thus reducing travel costs;
- 2.5 SSPL shall charge for the pickup of sampling & testing during un-announced audit. The operator is free to choose laboratory but it should be NABL accredited (ISO 17025) and approved by APEDA for testing of organic products. In that case sample shall be drawn and sealed by SSPL with reference number and same reference number must be printed on test report.

### 3. OTHERS-

- 3.1 It is confirmed that it is the operator's responsibility to contact SSPL well in advance for inspection of their project. In case of group projects, Tracenet entry should be completed by the operator in totality after registration of a project & complete application must be submitted to SSPL through Tracenet for review and further audit planning. Also, in case of surveillance audit, it is the operator's responsibility to request to SSPL prior to the expiry of the certificate. SSPL will not be held responsible if the operator delays or not approaches the SSPL for undertaking audits. Once, on expiry of the certificate, SSPL will not issue transactions certificates (TC) of the said projects. This should be read along with the conditions laid down in the National Standard for Organic Production (NSOP), Government of India.
- 3.2 SSPL confirm the auditor to operator prior to commencing the audit process, and operator have the right to object to the auditor assigned to certification, but only on the grounds of conflict of interest.
- 3.3 To get maximum benefit from document review, operator should send as much documentation as possible to the office/designated auditor.
- 3.4 In case of Group Certification, Farmers having land holding of 4 Ha and above will have to be inspected annually by SSPL. The total area of such farms shall be less than 50% of the total area of the group.
- 3.5 In case of CoC Certification, it is mandatory to have analysis of their products for pesticide residue analysis from ISO 17025 accredited and APEDA recognized labs frequently.
- 3.6 In case of export, pre-shipment inspections are mandatory and will be carried out on the random basis to avoid the risk of rejection of the consignment by the importing country and to avoid fumigation of the containers by pesticides. In case, the operator are not willing to comply, the onus of rejections lies with the operator.
- 3.7 This contract is valid for a period of three (3) years; however, certification status will be annual in nature and will be subject to surveillance audit annually.
- 3.8 All registered organization is subject to a comprehensive Annual Audit and subsequent audits to re-assess the complete management system. After the certification to organic is achieved by operator this audit shall be replaced with the surveillance audit. It is informed that should there be non-compliance during the surveillance audit, the operator should take appropriate measures to resolve in the given time frame. As audits are done by taking samples of your project, SSPL expects that the operator is fully aware of the process and should take adequate care during the certification period to maintain the system.


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#### 4. PRICING-

SCOPE	.....			
SI. NO	Activity	Mandays	Manday rate	Price
1.	Registration Fee			
2.	Inspection Charges			
3.	Audit Travel Manday cost			
4.	Certification Charges			
5.	Cost of Certification per year			
	Remarks			

#### 5. Terms of payment-

- 5.1 Travelling, lodging boarding cost of the audit team will be paid as actual or arranged by operator.
  - 5.2 100% charges to be paid in advance before start of each year in favour of SSPL.
  - 5.3 GST tax levied as per Govt. of India rules.
  - 5.4 Fee once paid will not be refunded
6. Fee for scope Amendment (processing & trading scope) is 2500/- up to 10 products and 5000 /- up to 100 product and more than 100 product cost decision will be at discretion of management. In case scope amendment requires verification, the charges will be differ than above and decided by SSPL based on the nature of amendment.
  7. Fee for Label assessment and approval per year are:
    - (i) Bulk packing-Non-retail                      300/label
    - (ii) Single Ingredient upto 10-                      500/label
    - (lii) Single Ingredient after 10-                      300/label
    - (iv) Multi-ingredient upto 10-                      700/label
    - (v) Multi-ingredient after 10-                      500/label
  8. It is informed that as per NPOP, Government of India requirement, all product transaction must be only with a proper transaction certificate (TC). The onus lies with the operator to furnish the same to the buyer after informing SSPL. This certificate (transaction certificate) will be issued by SSPL. The cost of the domestic TC is INR-1000/ and for export TC INR-1500/ as per Tariff structure.
  9. The transaction certificate will be issued only after proper supporting documents viz., P.O. , invoices, E-way bills , transport documents , bill of lading , test report are furnished by the operator. Also, there might be other documents as per case basis to be furnished to SSPL if so desired.
  10. It is mandatory that during the transaction of certified produce, the certificate needs to be requested in reasonable time of transaction (within 1 month of the transport date).

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By signing this agreement , we hereby accept your proposal and confirm that we: -will pay all costs as quoted or estimated in this agreement -carry out all operations in accordance with the NPOP standards and other guideline ; -have read and accept all conditions as set out in the certification service agreement;	
Name;	Date;
Position;	Signature & Seal;
<b>FOR SSPL USE ONLY</b>	
Date received;	
<b>Review Remark;</b> Accepted;	Rejected;
Name & Signature;	Date reviewed;
<b>Comments if any;</b>	

**Note-** This agreement is made based on the information provided in application form, operator is advised to go through and if found any deviation in data capturing they should immediate inform the SSPL.