This agreement is executed between **FairCert Certification Services Pvt. Ltd.**, C-122, Gauridham Colony, Khargone- 451001, Madhya Pradesh, India herein after referred to as FairCert

And

Herein after referred to as Client

This agreement is valid from the date mentioned below and valid till the client continues certification with FairCert or until this agreement is replaced with an updated version of agreement by FairCert.

Client agrees that: -

1. Provide complete and accurate information on all questionnaires and other application materials representing my/our organic or transitional organic operation.
2. Comply with the applicable organic production and handling regulations and its updates (As applicable)
3. The certified product continues to fulfill the product requirement as per the scheme regulation.
4. Permit on-site inspections with complete access to the production or handling operation, including noncertified production and handling areas, structures, offices, documents, records and any sub-contracted operations.
   1. Additional inspections may be announced or unannounced at the discretion of FairCert or as required by the Accreditation body or other applicable authorized persons or as required by law.
5. Have an authorized representative knowledgeable about the operation present during the inspection;
6. Maintain all records applicable to the organic operation for not less than 5 years beyond their creation;
7. Allow authorized representatives of FairCert, Accreditation body, or other applicable authorized persons, access to such records during normal business hours for review and copying to determine compliance with the regulations;
8. Allow authorized representatives of FairCert, Accreditation body, or other applicable authorized persons to take samples of plants, soil, crops, or other substances for testing to be used in the assessment of compliance to certification standards; or to investigate any complaints
9. Consent to the use of subcontractors working under the direction and authority of FairCert;
10. Pay the applicable fees charged by the FairCert
11. Pay any fine or charges imposed by the Accreditation body, Standard owner or by law;
12. Comply with all requirements and/or conditions levied by FairCert as a result of its review of our application and associated documents including inspection information.
13. Immediately notify the FairCert concerning any changes that may affect its ability to conform with the certification requirement which may include but not limited to:
    1. Application of prohibited inputs, drift of prohibited substance to any field, production unit, site, facility, livestock, or product that is part of an operation; and
    2. Change in a certified operation or any portion of a certified operation that may affect its compliance with the regulations.
    3. Change in the legal, commercial, organizational status or owner ship
    4. Change in organization and management (e.g. Key managerial, decision-making or technical staff)
    5. Change in modification in the product or production method
    6. Change in contact address and production sites
    7. Major changes in the quality management system
14. Represent products as being “Certified by FairCert” only when those products are listed on a current certificate from FairCert.
    1. Any use of the FairCert name, logo, or certification mark, without current certification by FairCert and written permission from FairCert, is strictly prohibited and constitutes an infringement of the FairCert trademark.
15. Upon surrender, suspension, or termination of certification, discontinue use of any labels or advertising materials that contain any reference to certification by FairCert and return or destroy all certificates and packaging material containing references to FairCert.
16. Inform in writing the buyers of the product in order to ensure that the indications referring to the organic production method are removed from this production.
17. Allow the release of information as required by law or the applicable standard for which certification is granted. This includes the name of the operation, contact information, type(s) of operation, products produced, and the effective date of the certification.
18. When required for export purposes, allow the release of inspection and certification documentation for document review by other certification agencies or government authorities.
19. Will not use its product certification in such a manner so as to bring FairCert into disrepute and shall not make any statement regarding its product certification that FairCert may consider misleading or unauthorized.
20. If a copy of certification document is provided to others, then the documents shall be reproduced in their entirely or as specified in the certification scheme.
21. While making reference to its product certification in communication media such as documents, brochures or advertising, the client complies with the requirements of FairCert or as specified by the certification scheme as applicable.
22. Shall comply with any requirement that may prescribe in certification scheme relating to the use of marks of conformity and on information related to the product.
23. Shall get the label approved from FairCert before using that on the product.
24. To accept, in the event of infringement or irregularities, the enforcement of the measures of the organic production rules;
25. To accept sanction as applicable as per FairCert Sanction Catalogue.
26. To share the information where the operator and his subcontractors are checked by different control authorities or control bodies, then FairCert can exchange information on the operations under their control and on the way this exchange of information can be implemented.
27. If operators and/or their subcontractors change their control authority or control body, the change shall be notified without delay to the competent authority by FairCert.
28. FairCert shall hand over the relevant elements of the control file of the operator concerned and the reports referred to in the second subparagraph of Article 63(2) to the subsequent control authority or control body.
29. Where the operator withdraws from the control system, then FairCert, without delay will inform the competent authority.
30. Where FairCert finds irregularities or infringements affecting the organic status of products, it shall without delay inform the competent authority of the Member State which designated or approved it in accordance with Article 27 of Regulation (EC) No 834/2007.
31. That competent authority may require, on its own initiative, also any other information on irregularities or infringements.
32. In case of irregularities or infringements found with regard to products under the control of other control authorities or control bodies, FairCert shall also inform those authorities or bodies without delay.
33. Burden of proof:- In case of any suspicion or fraud, sanction will be made by the FairCert or its accreditation body or authorized competent bodies, it is the responsibility of the client to refute the claim by verifying and providing evidence for compliance with the relevant standard, and the client will be provided with a week time before the sanction is implemented to refute the claim. The client shall co-operate in full on its investigation.
34. keeps a record of all complaints made known to it relating to compliance with certification requirements and makes these records available to the certification body when requested, and takes appropriate action with respect to such complaints and any deficiencies found in products that affect compliance with the requirements for certification; and documents the actions taken;

FairCert Agrees that

1. We issue a letter of registration within one month of receipt of the completed application, associated documents and the advance of fees.
2. Conduct the inspection/audit as per the scope and audit criteria in the application once the client is ready to face the inspection.
3. Will inform any changes in the certification requirement.
4. Will issue certificate within 30 days once the requirements for certification is fulfilled (i.e. evaluation completed and any non-conformance detected is closed and the certification fees are paid)
5. Will maintain all information gathered confidential and will not be disclosed until and unless asked by authorized competent authority or by law.
6. FairCert shall ensure that non-conformities noted in the report of the previous control authority or control body have been or are being addressed by the client.

*This document is a legally enforceable agreement for the provision of certification activities with our clients. Violating agreement conditions would attract legal actions and might result in the cancellation of current/previous certifications provided by FairCert with no refunds of processing and other charges; only the court situated within the territorial jurisdiction of the FairCert shall have the jurisdiction to try and entertain the same.*

*One behalf of the client I affirm that I have the age and authority to sign this document and I agree to the above requirements, and that I understand that any misrepresentation or violation of this agreement may be cause for denial, suspension, or withdrawal of certification and cancellation of contract.*

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| Name of Authorized Representative: | Place: |
| Signature: | Date : |
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| FairCert Certification Pvt. Ltd. |  |
| Chief Executive Officer |  |