

Contract for Certification

§1 Involved Parties:

Certification Body:

Name: SRS CERTIFICATION GMBH
 Address: FRIEDLÄNDER WEG 20
 37085 GÖTTINGEN, GERMANY
 Contact person: R. ORDOWSKI
 Email: info@srs-certification.com

Operator:

Name:
 Address:
 Contact person:
 Email:

§2 Requested Standards: (please select)

<input type="checkbox"/>	EU Organic Regulation (SRS Organic Standard equivalent EC 834/2007 and 889/2008)		
<input type="checkbox"/>	GLOBALG.A.P. (IFA Crops: Fruits & Vegetables, Combinable Crops, PPM, Tea; GRASP; Chain of Custody)		
<input type="checkbox"/>	Organic JAS	<input type="checkbox"/>	Others:

§3 Subject of the Contract:

By signing this contract, the operator requests SRS Certification GmbH, further as "SRS":
 - to control and verify the compliance of the operator's management with the particular standard(s);
 - if compliant, to provide respective certificates & marks attesting the certified status of the product.

§4 Obligations and Rights of the Control Body SRS:

- SRS verifies the compliance of the operator's management, processes and products to the required standards on an annual basis. This comprises at least one on-site visit of the operation by an SRS inspector per year, evaluation of his/her assessment and taking the certification decision;
- SRS conducts the on-site inspections, which can be announced or unannounced, regular and/or additional. Prior to an announced inspection, the operator will be notified of an inspection plan. SRS certification staff evaluates the inspection report and takes the certification decision in a timely manner, in order to assure continuous certification of the operator;
- SRS commits itself to providing the services by well-trained and qualified persons who strictly respect the impartiality rules and non-discriminatory attitude as determined by the SRS standard operational procedures;
- SRS reacts in a timely manner and adequately to any complaint against the operator, SRS staff or the certification decision received. The complaint must be signed and dated; SRS must not react to anonymous complaints or allegations;
- SRS provides the current valid versions (or links to it) of all the standards it is accredited for on the SRS website and informs the operators about major changes in a circular;
- SRS informs the operator about subcontracted activities such as sample testing by laboratories.

§5 Obligations and Rights of the Operator:

- The operator:
- applies the rules of the certification standard chosen under §2 and is obliged to follow and implement any changes of the regulation as well as the conditions and procedures declared by SRS;
 - informs SRS about parallel (different parts of the operation, different scopes, products) or double (same scope, same products) certification by a different certification body;
 - enables regular and additional inspections (announced and unannounced), supports the SRS inspector by: allowing access to any part of the operation (own and subcontracted), presenting all requested records, and disclosing bookkeeping and complaints as well as their corrections. The operator allows the SRS inspector to conduct interviews with any involved person and to take any sample for laboratory analyses;

- cooperate, whenever accreditation authorities of SRS conduct audits at operator's site
- informs SRS immediately about any major changes that have occurred in the certified operation (ownership or structure of the operation, subcontractors, units, used substances, applied processes, recipes, etc.);
- cooperates in the investigation of complaints or positive results of residue testing from samples taken by either SRS or third parties (any stakeholder involved in the marketing chain of the certified product, other control bodies, consumers, etc.);
- keep records of all complaints related to the certified products or the compliance of the operation, take appropriate actions and make all related records available to SRS;
- does not use its product certification in such a manner as to bring the certification body into disrepute and does not make any statements regarding the certification that the certification body may consider misleading or unauthorized;
- makes claims and uses certificates and marks of conformity regarding certification and certified products consistent with the scope of certification and specified by the certification scheme. This refers to claims on own products, advertising material or publications and to presentations in the internet which are made by the operator or by other parties;
- discontinues the use of advertising or any reference to the certified status of the operation and product in case the certification has been suspended, withdrawn or terminated. In this case, the operator takes any action required by the certification scheme (such as returning all related certificates and removing organic marks);
- if preparing for JAS certification, select qualified staff to perform the Production Management and Grading and ensure the staff is being trained to perform the tasks for managing the organic operation and grading organic products well;
- if any copies of the certification documents are to be made for others, they must be reproduced entirely and in full length and explain to the recipient in writing, that is a copy;
- has the right to submit an appeal against the certification decision within 14 days of reception. If an appeal is submitted after the 14-day period, a reason for the delay must be provided and the appeal may be accepted or declined, in which case the original certification decision remains valid.

§6 Duration, Change and Termination of the Contract:

This contract is valid from the date of signing by both parties and is valid until formally terminated. The contract can be terminated if both the operator and SRS formally do so at least three months before the end of the contract period of one year or the validity of the current certificate. In addition, SRS can terminate the certification contract immediately in case of proven severe infringements against the certification conditions. The operator can terminate the contract at any time in case SRS does not fulfill its obligations (§4). In case of GLOBALG.A.P. this contract becomes effective immediately after a previously certified operation successfully cancelled its contract with the previous certification body (of the same crop) and the GGN number is released. Any changes or amendments to this contract must be done in writing and signed by both parties.

SRS keeps the certification documents for ten years, even after termination of the contract.

§7 Confidentiality:

SRS keeps and confidentially manages all information obtained and documents generated during the certification activities, except sharing information when required by law, and with standard owners, authorities, accreditation bodies, SRS impartiality board members or as agreed upon with the operator.

SRS is obliged to exchange information with other certification bodies, e.g. for confirmation of the certification status of certified products, or when dual certification occurs.

In the case of change of control bodies, the operator authorises SRS to exchange information and documents related to the certification history with the previous control body. SRS publishes on its own website or the standard owner's website,

client information on the status of certification, as approved, suspended, revoked or surrendered, in accordance to relevant laws and regulations.

§8 Offer and Payment:

SRS submits an offer to the operator covering all costs for the annual inspection and certification decision. The offer is part of the certification contract. Payment must be done once a year, following the reception of the invoice from SRS. When changes occur in the operator’s project or the certification fee scheme of SRS, a new offer will be sent out in due time. The offer includes a lump sum for sample taking and testing costs, when applicable. The 100% payment for the certification activities is done by the operator before the annual inspection. See SRS’ Fee Regulation for information on refundable / non-refundable payments

Whenever it is deemed necessary and according to SRS’ risk assessment policy, SRS conducts additional inspection(s) and additional sampling at the expense of the operator. The payment must be done after reception of the invoice from SRS and does not depend on the outcome of the certification decision resulting from the additional SRS activity. The absence of payment will result in cancellation of the present contract

§9 Liability and Arbitration:

From the signing of the contract on, it is the operator alone who is responsible for the compliance of his/her operation with the selected standards. If he/she fails to meet the compliance to the standard, he/she bears the responsibility for failing to obtain or maintain the certification and SRS is not responsible for compensation of any resulting financial losses. The operator him-/herself is liable for the quality of the certified product and correct use of marketing claims.

This contract is defined by the laws of the Federal Republic of Germany. In case of a dispute arising from this contract, the operator and SRS shall negotiate to resolve the dispute. If no agreement can be reached, the operator and SRS may apply for arbitration to an arbitration institution at the location of the headquarters of SRS.

The English version of this contract is binding. Translations are for reference only.

Please confirm below statement(s) by ticking the box(es) that apply.

<input type="checkbox"/>	I hereby confirm that I have received a copy of the standards, rules and technical criterial I am applying for, and have studied and understood them. These documents are in a language I have / our operation has a working knowledge of.
<input type="checkbox"/>	For GLOBALG.A.P.: I hereby confirm that I have received the GLOBALG.A.P. Sublicense and Certification Agreement. I am aware that it is integral part of this contract.

Place, date: Göttingen,

Place, date:

SRS name:

Operator’s name:

Stamp and signature:

Stamp and signature: