



**Tamil Nadu Organic Certification Department
(TNOCD)**

FORM- 11

TNOCD Agreement with the Operator

The agreement is signed on this -----(date) between Tamil Nadu Organic Certification Department (here in after called TNOCD) represented by Quality Manger, TNOCD on the one hand and the operator M/S-----
-----represented by Mr/Mrs------(here in after called operator) on the other hand.

1. The operator shall provide complete and accurate information on all questionnaires and other application materials representing my/our organic or transitional organic operation.
2. The operator shall comply with the applicable India organic NSOP organic production and handling regulations.
3. The operator shall establish, implement, and update annually an organic production or handling system plan and submit it to the TNOCD.
4. Operator shall permit on-site inspections with complete access to the production or handling operation, including non certified production and handling areas, structures, and offices.
5. If additional inspections may be announced or unannounced at the discretion of TNOCD or as required by APEDA, Operator here by promise to co-operate and allow the inspections at any time.
6. Operator promise to represent by an authorized representative knowledgeable about the operations in case of operator's absence during the inspection by the TNOCD.
7. Operator promise to maintain all records applicable to the organic operation for not less than 5 years beyond their creation.
8. Operator promise to allow authorized representatives of TNOCD, the Secretary of Agriculture, APEDA, or other appropriate government official/officials and to have access to such records at any time for review and copying to determine compliance with the regulations as and when asked for.
9. Operator promise to allow authorized representatives of TNOCD to take samples of plants, soil, crops, or other substances for testing to be used in the assessment on compliance to the certification standards.
10. Operator promise to pay the applicable fees charged by the certifying agent.
11. Operator promise to comply with all requirements and/or conditions levied by TNOCD as a result of its review of our application file and associated documents including inspection information.
12. Operator promise to immediately notify the certifying agent concerning any:
 - a. Application, including drift, of a prohibited substance to any field, production unit, site, facility, livestock, or product that is part of an operation; and, any Change in a certified operation.
13. Operator promise to represent the products from the operators unit as being "Certified by TNOCD ", only when those products are listed on a current certification certificate from TNOCD and the operator commits that any use of the TNOCD name, without current certification by TNOCD or written permission from TNOCD, is strictly prohibited and constitutes an infringement of the TNOCD trademark.
14. Operator promise that upon surrender, suspension, or revocation of certification, the operator will discontinue the use of any labels or advertising materials that contain any reference to certification by TNOCD and return or destroy in the presence of Organic Inspector TNOCD all certificates and packaging material containing references to TNOCD.
15. Operator promise to inform and surrender the scope certificate to their accredited certification body in case they decided to withdraw from organic certification.
16. This agreement shall be valid from the date of signing from both the parties till the termination of the registration under TNOCD.

For the Operator
(Sign)
(Address)

For and on behalf of TNOCD
(Sign)
Quality Manager
Tamil Nadu Organic Certification
Department, Coimbatore-641013