**CONTRACT OF INSPECTION AND CERTIFICATION**

**This Agreement for Inspection and Certification (Herein after called agreement) is signed this …………………………….day/month/year between**

***Name and address of Company* (Herein after called OPERATOR)**

**Represented by *Name and designation of Authorized Signatory***

***And***

***EKO GUARANTEE PRIVATE LIMITED,***

***A-15/32, Vasant Vihar , LGF, New Delhi-110057***

**Represented by *authorized representative***

**Object of contract:** Inspection and certification of

* NON-GMO Crops
* Processing
* Trading

to check the compliance with NON-GMO Standards

(Tick the appropriate)

FOR OPERATOR

1. The OPERATOR shall fulfill all the requirements of the NON-GMO Standards.
2. If the OPERATOR has been registered already with another certifying agency, he shall inform EKO-Guarantee and shall submit all the control documents from the previous Certifying body to EKO-Guarantee.
3. After every inspection the OPERATOR shall be informed of all the non-conformities and the corrective actions to be taken. The OPERATOR shall take the corrective action within the time frame set by EKO-Guarantee.
4. The OPERATOR is under obligation to agree the imposing of the sanctions in case of violations or non-conformities.
5. The OPERATOR must maintain a complete record of all the activities in order to inspect the compliances with the NON-GMO standards.
6. The OPERATOR must ensure that the label on the certified produce meets the requirements of NON-GMO Standard, as specified in EKO-Guarantee Standard for NON-GMO Products, EGS 1001:2019.
7. The OPERATOR must allow EKO-Guarantee free access to all facilities and records as required by the NON-GMO Standards. The OPERATOR has to supply EKO-Guarantee’s inspector all relevant information.
8. The costs involved in the certification programme shall be paid by the OPERATOR independent of the inspection results. On failing, the contract loses its basis and all certificates of conformity will be revoked.
9. The OPERATOR has to bear the cost for the announced inspections while he will not be charged for unannounced inspections.
10. The OPERATOR is liable for any damage caused by the violation of NON-GMO Standards and the OPERATOR or any third party will not hold EKO-Guarantee or the person assigned by EKO-Guarantee to conduct the inspection responsible.
11. The OPERATOR shall inform and surrender the Scope Certificate to EKO-Guarantee in case he decides to withdraw from NON-GMO certification.
12. The OPERATOR shall notify EKO-Guarantee immediately of any changes in their operations.
13. The OPERATOR does not use its certification in such a manner as to bring the certification body into disrepute and does not make any statement regarding its certification that the certification body may consider misleading or unauthorized.
14. The OPERATOR must discontinue its use of all advertising matter that contains any reference thereto and takes action as required by the certification scheme and takes any other required measure upon suspension, withdrawal, or termination of certification.
15. The OPERATOR must not provide copies of the certification documents to others, unless the documents are reproduced in their entirety or as specified in the certification scheme.
16. The OPERATOR must provide access of the copies of certification documents and information to the Accreditation Board on its surprise visit ( accompanied with Eko Guarantee or otherwise).
17. The OPERATOR must comply with the requirements of the certification body or as specified by the certification scheme in making reference to its certification in communication media such as documents, brochures or advertising
18. The OPERATOR must comply with the requirements that may be prescribed in the certification scheme relating to the use of marks of conformity, and on information related to the product;
19. The OPERATOR must keep 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
20. The OPERATOR must inform the certification body, without delay, of changes that may affect its ability to conform with the certification requirements listed as below:
    1. the legal, commercial, organizational status or ownership,
    2. organization and management (e.g. key managerial, decision-making or technical staff),
    3. modifications to the product or the production method,
    4. contact address and production sites,
    5. major changes to the quality management system
    6. major changes that can compromise the status of the certification scheme.
21. The OPERATOR is responsible for the commercialization of his products as well as the exploitation of the inspection results.

FOR EKO GUARANTEE

1. EKO-Guarantee shall conduct inspections according to NON-GMO standards. If the inspection report does not reveal any non compliance then EKO-Guarantee shall issue a scope certificate for each year indicating the status of the product.
2. Failing to take the corrective actions in the stipulated time, EKO-Guarantee shall impose sanctions and the entire lot or production shall be removed from the production site/ chain.
3. EKO-Guarantee has right to collect samples at any time to detect possible traces of prohibited substances according to the Sampling done as per the Eko Guarantee Conformity Assessment Scheme. The cost of the sample analysis shall be borne by the OPERATOR.
4. The storage areas should be organized in a manner in which co-mingling and contamination with substances, not meeting requirements of the NON-GMO Standards, is prevented.
5. All the information concerning the OPERATOR shall be used by EKO-Guarantee exclusively for inspection purposes and will not be given to a third party except when required legally.
6. EKO-Guarantee will provide the applicants with the latest copy of standards and any other information or documents required by EKO-Guarantee’s certification process.
7. EKO-Guarantee will provide the OPERATOR with all updated information on or explanation of specific certification processes or types of certifications when the information requested is related to their operation.
8. EKO-Guarantee shall inform and update the OPERATOR whenever there are changes in the standards or Certification requirements.
9. EKO-Guarantee will take up the responsibility for subcontracted work, if any.
10. EKO-Guarantee shall arrange and conduct reinspection in case of an appeal or when EKO-Guarantee feels it necessary for the confirmation of certificates issued.

In the former case, if after the reinspection, the certification decision does not change, the cost of reinspection shall be borne by the OPERATOR

In the latter case, if after the reinspection, the certification decision changes, the cost of reinspection shall be borne by the OPERATOR

1. When proven in court EKO-Guarantee is liable for the negligence of its legal representatives and agents.
2. The Liability of this clause is limited to the amount of Fess paid to EKO- Guarantee by the OPERATOR in case of any dispute
3. The fees for the certification process shall become payable on providing the certificate decision. This contract will be valid upto the decision of the Inspection by EKO-Guarantee Committee.
4. Operator shall work in accordance with Eko-guarantee logo mark policy.



1. Place of jurisdiction for both parties are New Delhi, India.

Note:1) The OPERATOR shall be liable to pay 75% of the fees in advance along with the application to EKO-Guarantee, remaining 25 % fees shall be due after Inspection.

Note: 2) The OPERATOR shall reimburse the expenses of inspection on actual basis.

**For EKO-Guarantee Private Limited For OPERATOR:**

**Date:**

**Place:**