

THE RIGHTS AND DUTIES OF APPLICANTS AND CLIENTS

DUTIES OF THE OPERATOR:

- a) THE OPERATOR CONFIRMS THAT HE/SHE IS FAMILIAR WITH THE CORRESPONDING ORGANIC REGULATION STATED IN POINT 3 AND THAT REFERRING ORGANIC REGULATION STATED IN POINT 3 FOLLOWED THROUGHOUT THE ENTIRE OPERATION FOR WHICH CERTIFICATION IS APPLIED FOR.
- b) THE OPERATOR SHALL NOTIFY THE FOLLOWING INFORMATION TO SAPS NAME AND ADDRESS OF OPERATOR; LOCATION OF PREMISES AND, WHERE APPROPRIATE, PARCELS (LAND REGISTER DATA) WHERE OPERATIONS ARE CARRIED OUT; NATURE OF OPERATIONS AND PRODUCTS; UNDERTAKING BY THE OPERATOR TO CARRY OUT THE OPERATION IN ACCORDANCE WITH THE PROVISION LAID DOWN IN THE APPLIED ORGANIC REGULATION; IN THE CASE OF AN AGRICULTURAL HOLDING, THE DATE ON WHICH THE PRODUCER CEASED TO APPLY PRODUCTS NOT AUTHORIZED FOR ORGANIC PRODUCTION ON THE PARCELS CONCERNED; THE NAME OF THE APPROVED BODY TO WHICH THE OPERATOR ENTRUSTED CONTROL OF HIS UNDERTAKING, WHERE THE GOVERNMENT OF THAT COUNTRY HAS IMPLEMENTED THE CONTROL SYSTEM BY APPROVING SUCH BODIES.
- c) THE OPERATOR KEEPS STOCK AND FINANCIAL RECORDS OF HIS ACTIVITIES FOR INSPECTION & CERTIFICATION PURPOSE.
- d) THE OPERATOR AGREES TO GRANT THE AGENCY OR PERSON AUTHORIZED BY THE AGENCY ENTRY TO LAND AND BUILDINGS, THE RIGHT TO VIEW DOCUMENTS AND TO TAKE SAMPLES, AND THE RIGHT TO VIEW DATA RELEVANT FOR THE INSPECTION AND CERTIFICATION. THIS APPLIES TO ENTIRE AREA OF THE OPERATION INCLUDING ORGANIC AND CONVENTIONAL PARTS AND TO ANY PARTS SUBCONTRACTED BY THE OPERATOR. INSPECTIONS CAN TAKE PLACE AT ANY TIME.
- e) THE OPERATOR AGREES THAT AUTHORITIES AND ACCREDITATIONS BODIES HEREIN AFTER MENTIONED AS THE COMPETENT AUTHORITIES RELEVANT FOR CERTIFICATION BY THE AGENCY SHALL GET SAME ACCESS TO PREMISES AND DATA.
- f) THE OPERATOR AGREES THAT HIS NAME AND ADDRESS, THE SCOPE OF THE CERTIFICATION AND THE PRODUCTS COVERED BY THE CERTIFICATION SHALL BE PUBLISHED BY SAPS.
- g) THE OPERATOR AGREES THAT SAPS SHALL SUBCONTRACT THIRD PARTIES FOR INSPECTION OR ANALYSIS ACTIVITIES.
- h) OPERATOR AGREES TO MAINTAIN WRITTEN AGREEMENT WITH CLEAR RESPONSIBILITIES OF AN ALL THE PARTIES INVOLVED IN THE CHAIN OF CERTIFIED PRODUCTION.
- i) OPERATOR AGREES TO PROVIDE COPIES OF THE CERTIFICATION DOCUMENTS, THE DOCUMENTS SHALL BE REPRODUCED IN THEIR ENTIRETY OR AS SPECIFIED IN THE CERTIFICATION SCHEME.
- j) COMPLIES WITH THE SAPS REQUIREMENTS IN REFERRING TO ITS CERTIFICATION IN COMMUNICATION MEDIA & NOTIFY THE CERTIFICATION PROGRAM OF ANY CHANGES.
- k) USES CERTIFICATION ONLY TO INDICATE THAT PRODUCTS ARE CERTIFIED AS BEING IN CONFORMITY WITH SPECIFIED STANDARDS.
- l) COMPLIES WITH SAPS REQUIREMENT IN REFERRING TO ITS CERTIFICATION IN COMMUNICATION MEDIA SUCH AS DOCUMENTS, BROACHERS, OR ADVERTISING.
- m) ENDEAVOURS TO ENSURE THAT NO CERTIFICATE OR REPORT NOR ANY PART

THEREOF IS USED IN A MISLEADING MANNER.

- n) DOES NOT USE ITS CERTIFICATION TO BRING DISREPUTE TO THE SAPS; DOES NOT MAKE STATEMENT WHICH IS MISLEADING OR UNAUTHORIZED.
- o) OPERATOR AGREES TO PROVIDE INFORMATION REGARDING PREVIOUS AND CURRENT CERTIFICATION REASONABLY NECESSARY FOR THE PURPOSES OF THE CONTROL.
- p) OPERATOR AGREES TO KEEP 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 REQUIREMENT OF CERTIFICATION.
- q) OPERATOR AGREES TO DOCUMENTS THE ACTION TAKEN AGAINST COMPLAINT.
- r) THE OPERATOR INFORMS THE SAPS, WITHOUT DELAY OF CHANGES THAT AFFECTS ITS ABILITY TO CONFORM TO THE CERTIFICATION REQUIREMENTS. (EXAMPLES OF CHANGES CAN INCLUDE THE FOLLOWING: THE LEGAL, COMMERCIAL, ORGANIZATIONAL STATUS OR OWNERSHIP, ORGANIZATION, AND MANAGEMENT {E.G., KEY MANAGERIAL, DECISION-MAKING, OR TECHNICAL STAFF, MODIFICATIONS TO THE PRODUCT OR THE PRODUCTION METHOD, CONTACT ADDRESS AND PRODUCTION SITES, MAJOR CHANGES TO THE QUALITY MANAGEMENT SYSTEM})
- s) DO NOT PUT UP FOR SALE ANY PRODUCT “REPRESENTED AS ORGANIC” OR BEARING THE WORD ORGANIC OR ITS DERIVATIVES UNTIL IT HAS BEEN INFORMED BY SAPS THAT THE PRODUCTS ARE CERTIFIED.
- t) AGREE TO FULFILL THE CERTIFICATION REQUIREMENTS INCLUDING IMPLEMENTATION OF CHANGES COMMUNICATION BY SAPS RELATED TO APPLIED PRODUCT CERTIFICATION SCHEME.
- u) OPERATOR CONFIRMS TO COMPLY WITH ANY REQUIREMENTS THAT PRESCRIBED IN THE CERTIFICATION SCHEME RELATING TO THE USE OF MARKS OF CONFORMITY AND ON INFORMATION RELATED TO THE PRODUCT.

THE OPERATOR AGREES:

- TO MAINTAIN A FULL DESCRIPTION OF THE UNIT AND/OR PREMISES AND/OR ACTIVITY;
TO ENSURE COMPLIANCE WITH THE ORGANIC PRODUCTION RULES.
- TO SUPPLY ANY INFORMATION NEEDED FOR EVALUATION OF THE PRODUCTION TO BE CERTIFIED; ALL THE PRACTICAL MEASURES TO BE TAKEN AT THE LEVEL OF THE UNIT AND/OR PREMISES AND/OR ACTIVITY.
- THE PRECAUTIONARY MEASURES TO BE TAKEN IN ORDER TO REDUCE THE RISK OF CONTAMINATION BY UNAUTHORIZED PRODUCTS OR SUBSTANCES AND THE CLEANING MEASURES TO BE TAKEN IN STORAGE PLACES AND THROUGHOUT THE PRODUCTION CHAIN.
- TO PERFORM THE OPERATIONS IN ACCORDANCE WITH THE APPLIED REGULATION STATED IN POINT 3
- OPERATOR AGREES SHALL NOT SWITCH IN AND OUT TO CERTIFICATION PROGRAM FROM THE APPLIED ORGANIC REGULATION AND APPLIED CERTIFICATION CATEGORY.
- TO ACCEPT, IN THE EVENT OF INFRINGEMENT OR IRREGULARITIES, THE

ENFORCEMENT OF THE MEASURES OF THE ORGANIC PRODUCTION RULES

- TO ACCEPT TO 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."
- THE OPERATOR RESPONSIBLE SHALL NOTIFY ANY CHANGE IN THE DESCRIPTION OR OF THE MEASURES.
- THE OPERATOR SHALL VERIFY THE DOCUMENTARY EVIDENCE OF HIS SUPPLIERS.
- TO INITIATE PROCEDURES EITHER TO WITHDRAW FROM THIS PRODUCT ANY REFERENCE TO THE ORGANIC PRODUCTION METHOD OR TO SEPARATE AND IDENTIFY THE PRODUCT IN THE EVENT OF A SUSPICION THAT A PRODUCT HE HAS PRODUCED, PREPARED OR IMPORTED OR BEEN DELIVERED FROM ANOTHER OPERATOR IS NOT IN COMPLIANCE TO THIS REGULATION AND TO PUT IT INTO PROCESSING OR PACKAGING OR ON THE MARKET AFTER ELIMINATION OF THAT DOUBT, UNLESS IT IS PLACED ON THE MARKET WITHOUT INDICATION REFERRING TO THE ORGANIC PRODUCTION METHOD.
- WHENEVER VETERINARY MEDICINAL PRODUCTS ARE USED THE INFORMATION ACCORDING AS REGARDS DISEASE PREVENTION AND TREATMENT AND VETERINARY CARE: DATE OF TREATMENT, DETAILS OF THE DIAGNOSIS, THE POSOLOGY; TYPE OF TREATMENT PRODUCT, THE INDICATION OF THE ACTIVE PHARMACOLOGICAL SUBSTANCES INVOLVED METHOD OF TREATMENT AND VETERINARY PRESCRIPTION FOR VETERINARY CARE WITH REASONS AND WITHDRAWAL PERIODS APPLYING BEFORE LIVESTOCK PRODUCTS CAN BE MARKETED LABELLED AS ORGANIC IS TO BE DECLARED TO THE CONTROL AUTHORITY OR BODY BEFORE THE LIVESTOCK OR LIVESTOCK PRODUCTS ARE MARKETED AS ORGANICALLY PRODUCED. LIVESTOCK TREATED SHALL BE CLEARLY IDENTIFIED, INDIVIDUALLY IN THE CASE OF LARGE ANIMALS; INDIVIDUALLY, OR BY BATCH, OR BY HIVE, IN THE CASE OF POULTRY, SMALL ANIMALS AND BEES.
- TO WITHDRAW ALL PRODUCTS LABELED WITH CERTIFICATION CLAIM FROM THE MARKET WITH IMMEDIATE EFFECT, IN CASE OF DECERTIFICATION OR WITHDRAWAL OF CERTIFICATION FROM THE AGENCY.
- TO COUNTERSIGN THE SAPS INSPECTION/ASSESSMENT CHECKLIST THAT IDENTIFIES POSSIBLE DEFICIENCIES AND NON-COMPLIANCES IN REFERENCE TO THE APPLIED ORGANIC REGULATIONS AND TAKE THE NECESSARY CORRECTIVE MEASURES.
- RETURN ANY CERTIFICATION DOCUMENT AS REQUIRED BY THE SAPS ON SUSPENSION OR CANCELLATION.
- PROVIDE ACCESS TO ALL RELEVANT DOCUMENTATION INCLUDING FINANCIAL RECORDS TO BOTH CERTIFICATION AND ACCREDITATION AGENCY PERSONNEL.
- MAKE NECESSARY ARRANGEMENT FOR RESOLUTION OF COMPLAINT AGAINST CERTIFIED OPERATIONS OR PRODUCE.
- MAKE CLAIMS REGARDING CERTIFICATION ONLY IN THE RESPECT OF SCOPE FOR WHICH CERTIFICATION IS GRANTED.
- DISCONTINUE TO USE OF ALL ADVERTISING MATTER THAT MENTION CERTIFICATION UPON SUSPENSION OR CANCELLATION.
- ON BEHALF OF MYSELF AND MY SUBCONTRACTORS THAT THE DIFFERENT INSPECTION BODIES OR AUTHORITIES THERE CAN EXCHANGE INFORMATION ON THE OPERATIONS UNDER THEIR INSPECTION AND ON THE WAY THIS EXCHANGE OF INFORMATION CAN BE IMPLEMENTED.

- TO SUBMIT THE APPLICABLE FEES CHARGED BY THE SAPS.
- PERMIT AND MAKE ARRANGEMENTS FOR ON-SITE ANNUAL INSPECTIONS/SURVEILLANCE INSPECTIONS (IF REQUIRED) INCLUDING PROVISION FOR EXAMINING DOCUMENTATION AND RECORDS WITH COMPLETE ACCESS TO THE RELEVANT EQUIPMENT, LOCATION (S), AREA (S) PRODUCTION OR HANDLING OPERATION INCLUDING AND IF APPLICABLE NON-CERTIFIED PRODUCTION AND HANDLING AREAS, STRUCTURES, AND OFFICES, PERSONNEL, AND OPERATOR'S SUBCONTRACTOR BY THE SAPS; INVESTIGATION OF COMPLAINTS AND FOR RESOLUTION OF COMPLAINT AGAINST CERTIFIED OPERATIONS OR PRODUCE; THE PARTICIPATION OF OBSERVERS, IF APPLICABLE.
- MAINTAIN ALL RECORDS APPLICABLE TO THE ORGANIC OPERATION FOR NOT LESS THAN 5 YEARS BEYOND THEIR CREATION.
- EACH YEAR, BEFORE THE RENEWAL AUDIT DATE INDICATED BY SAPS, PRODUCER/ PRODUCTION OPERATORS/FARMERS SHALL NOTIFY ITS SCHEDULE OF PRODUCTION OF CROP PRODUCTS AND SHOULD GIVE A BREAKDOWN OF PARCEL AS PER CROPPING PATTERN TO THE SAPS.
- ESTABLISH, IMPLEMENT, AND UPDATE ANNUALLY AN ORGANIC PRODUCTION OR HANDLING SYSTEM PLAN THAT IS SUBMITTED TO SAPS.
- AGREES TO IMMEDIATELY NOTIFY THE CERTIFYING AGENT CONCERNING ANY:
 - APPLICATION, INCLUDING DRIFT, OF A PROHIBITED SUBSTANCE TO ANY FIELD, PRODUCTION UNIT, SITE, FACILITY, LIVESTOCK, OR PRODUCT THAT IS PART OF AN OPERATION.
 - CHANGE IN A CERTIFIED OPERATION OR ANY PORTION OF A CERTIFIED OPERATION THAT AFFECTS ITS COMPLIANCE WITH THE STANDARD.
- AGREES TO MAINTAIN OR IMPROVE THE NATURAL RESOURCES OF THE OPERATION, INCLUDING SOIL AND WATER QUALITY.
- TO ACCEPT, IN CASES WHERE THE OPERATOR AND/OR THE SUBCONTRACTORS OF THAT OPERATOR CHANGE THEIR CONTROL AUTHORITY OR CONTROL BODY, THE TRANSMISSION OF THEIR CONTROL FILES TO THE SUBSEQUENT CONTROL AUTHORITY OR CONTROL BODY.
- TO ACCEPT, IN CASES WHERE THE OPERATOR AND/OR THE SUBCONTRACTORS OF THAT OPERATOR ARE CHECKED BY DIFFERENT CONTROL AUTHORITIES OR CONTROL BODIES IN ACCORDANCE WITH THE CONTROL SYSTEM SET UP BY MEMBER STATE CONCERNED, THE EXCHANGE OF INFORMATION BETWEEN THOSE AUTHORITIES OR BODIES.
- TO ACCEPT, IN CASES WHERE THE OPERATOR WITHDRAWS FROM THE CONTROL SYSTEM, TO INFORM WITHOUT DELAY THE RELEVANT COMPETENT AUTHORITY AND CONTROL AUTHORITY OR CONTROL BODY.
- TO ACCEPT, IN CASES WHERE THE OPERATOR WITHDRAWS FROM THE CONTROL SYSTEM, THAT THE CONTROL FILE IS KEPT FOR A PERIOD OF AT LEAST FIVE YEARS.
- TO ACCEPT TO INFORM THE RELEVANT CONTROL AUTHORITY OR AUTHORITIES OR CONTROL BODY OR BODIES WITHOUT DELAY OF ANY IRREGULARITY OR INFRINGEMENT AFFECTING THE ORGANIC STATUS OF THEIR PRODUCT OR ORGANIC PRODUCTS RECEIVED FROM OTHER OPERATORS OR SUBCONTRACTORS.
- OPERATOR SHALL CONTINUE TO BE RESPONSIBLE FOR PROVIDING ACCESS TO WHOLE PREMISES, RECORDS, FILES AND OTHER RELATED DOCUMENTATION TO THE SAPS, CVB AND THE CFLA DURING ASSESSMENT, INSPECTIONS.
- AGREE TO INFORM SAPS WITHIN 3 DAYS AFTER THE MOVING OF APIARIES.
- TAKE ANY ACTION AS REQUIRED BY THE CERTIFICATION BODY IN CASE OF SUSPENSION OR TERMINATION.
- AGREE TO UNANNOUNCED INSPECTIONS, ADDITIONAL INSPECTIONS. TO SUPPLY ANY INFORMATION NEEDED FOR EVALUATION OF THE PRODUCTION TO BE CERTIFIED.

- TO FULFILS THE CERTIFICATION REQUIREMENTS (AS PER THE APPLIED CERTIFICATION CATEGORY) INCLUDING IMPLEMENTING APPROPRIATE CHANGES WHEN THEY ARE COMMUNICATED BY THE SAPS.
- OPERATIONS, WHICH ARE CONTRACTED OUT TO THIRD PARTIES AGREES TO PROVIDE THE FULL DESCRIPTION OF THE UNIT.
 - A) A LIST OF THE SUBCONTRACTORS WITH A DESCRIPTION OF THEIR ACTIVITIES AND AN INDICATION OF THE CONTROL BODIES OR AUTHORITIES TO WHICH THEY ARE SUBJECT.
 - B) WRITTEN AGREEMENT BY THE SUBCONTRACTORS THAT THEIR HOLDING
 - C) ALL THE PRACTICAL MEASURES, INCLUDING INTER ALIA AN APPROPRIATE SYSTEM OF DOCUMENTARY ACCOUNTS, TO BE TAKEN AT THE LEVEL OF THE UNIT TO ENSURE THAT THE PRODUCTS THE OPERATOR PLACES ON THE MARKET CAN BE TRACED TO, AS APPROPRIATE, THEIR SUPPLIERS, SELLERS, CONSIGNEES AND BUYERS.

