

RIGHTS AND DUTIES OF OPERATOR

I/we as an Operator will:

1. Operator shall provide the complete and accurate information for its organic operation through application/OSP and all related documents as well as through trace net.
2. Operator shall comply with the applicable desired standards for organic production and handling regulation, at all times, including implementation of any changes communicated by USOCA in the stipulated timelines.
3. Operator shall permit on-site inspections with complete access to the production or handling operation, including noncertified production and handling areas, structures, and offices- Additional inspections may be announced or unannounced at the discretion of the certifying agent (USOCA) and personals from regulatory body.
4. During onsite visit operator shall have an authorized representative of the operation who is knowledgeable about the operation to confirm the accuracy and completeness of the inspection observation and information gathered.
5. The records applicable to the organic operation should be maintained by the operator for at least 5 years and shall be made accessible to USOCA and personals from regulatory body for reviewing and copying as and when required.
6. Operator shall allow USOCA representative to take samples for testing to be used in the assessment of compliance to certification standards.
7. The operator will be responsible to pay the service charges for certification work in advance and actual sample testing cost and payment shall be made in Indian Rupees.
8. The operator has the right to appeal against any decision and can request to Certification committee, USOCA for reconsideration of the decision in writing within 30 days of receiving the decision. If the operator still does not agree to the revised decision, operator can apply to the appeals authority of USOCA and their decision will be considered as final.
9. Only those products shall be labeled as certified by USOCA that are listed in the valid Scope certificate. The operator shall make all claims concerning certification strictly in accordance with the granted scope and as specified by USOCA and the certification scheme.
10. Operator shall take the label approval from USOCA before using on the products; as specified in the applicable standards. Use of label without approval or without current certification will be considered as infringement.
11. India Organic Logo not allowed on in conversion products and on additional inputs.
12. In case of surrender, suspension, Withdrawal or revocation of certification the use of labels or advertising materials that contain any reference of USOCA shall be destroyed/returned. The operator shall undertake additional actions required by scheme or USOCA to prevent continue reference to certification status.
13. The operator has the right to withdraw or shift its application any time but should be liable for the cost of services provided up to the time of withdrawal or shifting.
14. In case of NOC shifting to other CB or from other CB to USOCA the advisory note of APEDA shall be followed given time to time.

15. If the operator using any off farm input in production programme prior approval shall be taken from USOCA.
16. Make necessary arrangements for resolution of complaints against the certified operation or produce.
17. Operator shall claims regarding certification only in the respect of scope for which certification is granted.
18. Operator shall comply with USOCA requirements in making reference to its certification in communication media, website, packaging, brochures etc. Operator shall also comply with USOCA's requirements governing the use of conformity marks, logos and any statements associated with certification.
19. Operator shall notify USOCA of any changes in the certification program/operations or change in responsible person. Such changes may not be limited to changes in legal, commercial or ownership status; changes in management structure; modifications in product design, method or process; change in production sites addressed or operational facilities; major changes in QMS or Operation Manual documentation.
20. Operator shall have written agreements for all parties involved in the chain of production of a certified products with clear responsibilities.
21. Comply with the NPOP standard, if any changes made in NPOP from time to time.
22. Agree to be sanctioned according to the USOCA's sanction catalogue, if any non-compliance is found during Inspection and if the non-compliance is not corrected within the stipulated time.
23. Inform to USOCA immediately, if any major change in the organic farming system or processing /trading occur (eg: disposal or purchase of land or change in cropping pattern). If agree not to release any products resulting from these changes until USOCA has notified accordingly.
24. Aware of the National organic standards under NPOP, organic principles and farming practices.
25. Inform to USOCA in case of voluntarily withdraw from certification and return the certificate
26. Extend full co-operation during inspection to our sites by USOCA officials and personals from regulatory body.
27. The Operators shall inform the USOCA "on real time basis" of any changes in the organic system plan/ organic production and handling plan.
28. Operator shall maintain timelines for certification including submission of data, compliance to the non-conformities and other certification requirements etc.
29. Operator shall inform USOCA in case they decide to withdraw from organic certification.
30. The operator shall not misuse the certification mark so as to bring any disrepute to USOCA or make misleading or false statement.
31. The operator incase decides to reproduce certification documents shall do so in toto or as authorized by the certification scheme.
32. The operator shall maintain record of all complaints and actions taken, make them available to USOCA, upon request, take appropriate corrective action and address deficiencies in certified products, impacting compliance.