



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

FORM- 11

**TNOCD Agreement with Operator**

I (we) affirm that I (we) will:

1. Provide complete and accurate information on all questionnaires and other application materials representing my/our organic or transitional organic operation.
2. Comply with the applicable India organic NSOP organic production and handling regulations;
3. Establish, implement, and update annually an organic production or handling system plan;
4. Permit on-site inspections with complete access to the production or handling operation, including non certified production and handling areas, structures, and offices;
5. Additional inspections may be announced or unannounced at the discretion of TNOCD or as required by APEDA.
6. Have an authorized representative knowledgeable about the operation present during the inspection;
7. Maintain all records applicable to the organic operation for not less than 5 years beyond their creation;
8. Allow authorized representatives of TNOCD the Secretary of Agriculture, APEDA, or other applicable government official, access to such records during normal business hours for review and copying to determine compliance with the regulations;
9. Allow authorized representatives of TNOCD to take samples of plants, soil, crops, or other substances for testing to be used in the assessment of compliance to certification standards;
10. Consent to the use of subcontractors working under the direction and authority of TNOCD
11. Submit the applicable fees charged by the certifying agent;
12. 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.
13. 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
  - b. Change in a certified operation or any portion of a certified operation that may affect its compliance with the regulations.
14. Represent products as being "Certified by TNOCD "only when those products are listed on a current certification certificate from TNOCD.
  - a. 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. Upon surrender, suspension, or revocation of certification, discontinue use of any labels or advertising materials that contain any reference to certification by TNOCD and return or destroy all certificates and packaging material containing references to TNOCD

*I (we) affirm that I (we) are owner(s) of or authorized to sign on behalf of*

*I (we) agree to the above requirements and understand that any willful misrepresentation may be cause for denial, suspension, or revocation of certification.*

Name----- Signature date-----

Name----- Signature date-----