



**PRODUCT CERTIFICATION DIVISION
ORGANIC PRODUCT CERTIFICATION SCHEME
TERMS AND CONDITIONS FOR MAINTAINING ORGANIC PRODUCT CERTIFICATION**

We the undersigned, on behalf of the applicant company (herein after referred to as company)

agree to fulfill and abide by the following terms and conditions adopted and implemented by the Sri Lanka Standards Institution (SLSI) for maintaining Organic Product Certification

(This document shall be signed by the Chief Executive or his Authorized Representative and submitted to the SLSI in duplicate along with the application form. SLSI will return a copy of same after grant of certification by endorsing it. In case of changes, SLSI will make sure that the current document is signed by the company, always.



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AGREEMENT

1. The company shall carry out its activities in such a way as to meet the requirements of SLSI Organic Product Certification Criteria; SLS 1324: 2018 [Organic Agriculture Production and Processing]
2. The certification shall be initially granted after a successful certification audit for a period of three years and thereafter shall be subject to on-site annual surveillances. These surveillances shall be conducted before the completion of each year for two years counting from the date of certification audit.
3. Before expiry of the three year period, the certification granted shall be renewed by a re-certification, for which the company shall apply four months before the expiry of certification. Thereafter SLSI shall conduct re-certification in every three years and annual surveillances.
4. In addition to planned surveillances, depending on the behavior of the company or in response to complaints with regard to violation of rules and procedures of SLSI for certification, unannounced or ad hoc on-site or other surveillance activities such as enquiries on use of prohibited substances, use of organic product certification label, reviewing of promotional material/ website, request to provide documented information e.g., may be arranged.
5. When requested, the company shall afford accommodation and co-operation to enable the SLSI to verify fulfillment of requirements for certification. These facilities shall be available at all premises where the evaluation and surveillances supposed to take place. The company shall arrange observation visits as informed by SLSI.
6. The company shall offer SLSI access to all relevant information including documents and records pertaining to certification that provide insight into the level of independence and impartiality of the company from its related bodies, if applicable, to all relevant personnel and to all sites.
7. The company shall make provisions, where applicable, to accommodate the presence of observers in the audit team (e.g. accreditation auditors/witnessing auditors or trainee auditors) and shall permit to conduct witness audit by the accreditation body at any stage of the certification cycle when the request made by the SLSI.
8. The company shall appoint a competent person(s) to take care of the Organic Production System in compliant to SLSI Organic Product Certification criteria.
9. On grant of certification, the company shall claim certification only for those products for which it has been certified and as stated in the Register of Certified Products.
10. The company is entitled to inform potential customers, purchasers or purchasing authorities of the full and extract details of the certification.
11. The company shall abide by the rules for use of SLSI Organic Product Certification Mark (RP-OPC-03) and may use it on its letterheads, brochures and any other relevant documents issued to its clients. The mark shall be used for the purpose of identifying correctly and unambiguously the products certified by SLSI.
12. The company shall not use the Organic Product Certification Mark in a misleading manner and not state its certification in a manner as to be considered misleading or unauthorized and bring disrepute on SLSI.
13. The company shall keep records of all complaints received relative to the Certified Organic Products and Organic Agriculture Production and Processing system and remedial actions taken to resolve those complaints.
14. The company shall ensure that certification or the status of certification is not used by its clients, or be authorized by its clients for use in any way that SLSI may consider it to be misleading. The company shall make it clear in all its contracts with clients that the certification in no way implies that the quality of product or service is approved by SLSI.



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15. The company shall pay fees for processing of application, fees for audits, expenses towards travel, board & lodging for certification, surveillance and re-verification fees and annual certification fees as determined from time to time by SLSI (RP-OPC-04)
16. The company shall inform SLSI within 01 month of significant changes which affect the activities and operations of company relevant to certification such as in legal, commercial, ownership or organizational status, organizational structure and management, main policies, resources and premises, scope of certification, work procedures and other such matter that may affect the ability of the company to fulfill requirements of applicable standards/methodologies.
17. Production or processing of products for which certification has been granted shall not be sub contracted or out sourced other than the certified out growers or group members. The company shall declare all the sites which it operates and clearly distinguish the locations of which processes relevant to Organic Product Certification.
18. The company shall respond promptly to the changes initiated by SLSI in its certification criteria, policies and procedures and for necessary change the company will be given sufficient notice and time on the opinion of SLSI, as is found to be reasonable, to carry out adjustments in its system. The company shall inform SLSI when such adjustments have been completed.
19. SLSI may terminate, suspend or cancel certification, on one or more of the following grounds:
 - a. On the request of company itself.
 - b. After undergoing a surveillance or re-certification, company has not taken any corrective action after getting sufficient time and notice from SLSI.
 - c. Non-payment of certification expenses like audit or surveillance or re-certification charges and annual certification fees.
 - d. Not applied four months before the expiry of certification and that SLSI is not able to take a decision for renewal of certification.
 - e. Non-cooperation with SLSI.
 - f. Refusal to allow examination of documents and records by SLSI and its auditors.
 - g. Denial of access to SLSI and its auditors to the company sites.
 - h. Wrong representation of scope of certification.
 - i. Misuse of SLSI organic product certification mark during or after expiry of certification.
 - j. Violation of certification principles and legal compliance requirements.
 - k. Misleading reporting of facts.
 - l. Activity bringing disrepute to SLSI.
 - m. Result of complaint analysis or any other information which indicates that the company no longer complies with requirements of SLSI.
 - n. Not taking corrective actions within the prescribed period for remaining nonconformities, if the certificate has been issued on the conditions that corrective actions will be taken for those nonconformities within that period.
 - o. Disregarding repetitive and continuous occurrences of nonconformities in organic production systems even though such product could effect on health, safety and consumer performance needs.
20. The certified company shall provide its customers with information on the cancellation of its certification. Upon suspension or cancellation of its certification (however determined) or expiry of validity of certification, the company shall forthwith discontinue its use of all advertising matter that contain any reference to the certification status and return the certificates of certification to SLSI.
21. If the company has been certified for more than one product or location, SLSI may at subsequent stage decide to reduce the scope of certification, granted initially, if major non-compliance is observed during surveillance or re-certification in the company management system or competence, which is likely to adversely influence certification activity or the company is unable to complete corrective actions within agreed/ stipulated time of the surveillance/ re-certification.
22. The certificated company can relinquish certification by giving three months' notice in writing to SLSI.



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- 23. SLSI absolves itself of any legal or financial liability arising out of company's activities involving accidental or consequential damage to personnel/ equipment/ products/image at any time. Company shall have arrangements (eg. Insurance, reserves or other means) sufficient to cover liabilities arising from the activities and areas in which it operates.
- 24. The company has the right to appeal on any adverse decision taken by the SLSI on certification and associated activities and all appeals shall be resolved using the Procedures adopted by the SLSI on that behalf and the decision on the approval of the Council of SLSI shall be the final.
- 25. All disputes, if any, arising out of SLSI decisions that remain unresolved through mechanism provided by SLSI are subject to the exclusive jurisdiction of the Courts in Sri Lanka and none other.

By signing this document, it is implied that a company after certification agrees to comply at all times with all the Terms and Conditions mentioned above for maintaining SLSI Organic Product Certification.

Signature of Chief Executive or his Authorized Representative :

Name, Designation & company :

Date :

Seal of the company, if any :

Signature of Director General of SLSI or Authorized Representative :

Name & Designation :

Date :

Seal of SLSI :