

# CONTRACT (NOP Final Rule)



between **BCS ÖKO-GARANTIE GMBH** and  
**Cimbernstr. 21**  
**D-90402 Nürnberg, Germany**

- hereafter referred to as "**BCS**"

- hereafter referred to as "**operator**"

Inspection of the operator in accordance with the NOP Final Rule, 7CFR Part 205 of the United State Department of Agriculture (USDA).

Preliminary remark: BCS was first authorized to carry out inspections as a private inspection body on April 29, 2002 by the United State Department of Agriculture as a certifier according to the National Organic Programme (NOP Final Rule).

As a producer/processor/importer of products from organic agriculture, the operator is subject to the respective inspection system according to the NOP Final Rule.

## **§1 Scope of the Contract**

Both parties agree on the implementation of the inspection system according to the NOP Final Rule. The inspection system does not cover any other legal regulations then regarding food, livestock feed and labelling.

## **§ 2 Obligations of BCS**

BCS shall carry out the inspections in accordance with a standard inspection programme that may be amended by the inspection authorities only. Before each inspection BCS shall agree on an inspection date with the operator. Agreements on inspection dates shall be binding. Cancellations shall be valid only if justified and if acknowledged by BCS. Unannounced inspections are part of the inspection programme. BCS shall perform services within the framework of the relevant legal regulations.

## **§ 3 Rights and Obligations of the Operator**

The rights and obligations of the operator are laid down in §3 of the Standard Terms and Conditions.

## **§4 Prices and Conditions of Payment**

Prices and conditions of payment ensue from §4 of the Standard Terms and Conditions of BCS.

The invoice shall be drawn up according to expenses on the basis of the BCS Scale of Fees valid at the respective time. The presently valid scale of fees constitutes part of this contract.

## **§5 Adjustment Clause**

Contrary to the stipulations of §11(period of effectiveness) of the Standard Terms of Conditions of BCS, BCS may adjust this contract with immediate effect, if this adjustment was imposed on BCS by authorities.

## **§6 Period of Validity and Termination**

This contract comes into force with effect from .....

The contract shall automatically be prolonged by another year, if it is not cancelled at least until December 31 of the respective year. If the operator ceases to produce, process or import products from organic agriculture, this contract shall automatically be terminated. BCS has to be informed about the cessation of these activities immediately and in written form. On instructions by the authorities, BCS reserves the right of a final inspection - even after termination of the contract.

## **§7 Effectiveness/Amendments**

Everything else is covered by the Standard Terms and Conditions of BCS. Only written changes and amendments to this contract shall be valid.

Nürnberg, .....

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BCS, Peter Grosch

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(Operator)