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SUID-AFRIKAANSE NASIONALE SAADORGANISASIE

SOUTH AFRICAN NATIONAL SEED ORGANIZATION

NPC Reg No 1989/003392/08

SANSOR LETTER OF APPOINTMENT: AUTHORIZED INSPECTOR

- 1 The Authority (hereinafter referred to as **SANSOR**) designated in Section 3 (1) of the South African Seed Certification Scheme established in terms of the Plant Improvement Act 53 of 1976 (hereinafter referred to as the **Act**) and published in Government Notice No 2566 of 25 November 1983, as amended, (hereinafter referred to as the **Scheme**) hereby appoints and authorizes:

Full names and surname in print:

Authorization number:

Identity number:

Company/Legal entity:

Registration number:

Postal address:

(hereinafter referred to as the **Authorized Inspector**) to perform in his/her capacity as an **Authorized inspector** of **SANSOR** specific functions under the **Scheme**, as indicated on the authorization card issued by **SANSOR**, subject to the terms and conditions set out in this letter of appointment.

- 2 The **Authorized Inspector** undertakes to perform the following specific functions and to comply with the following responsibilities:
- (a) to conduct official investigations and inspections as provided for in the **Scheme**;
 - (b) to fully complete the required documentation and to submit same within the prescribed time limits to **SANSOR**;
 - (c) to maintain comprehensive records of all documentation submitted to **SANSOR**;
 - (d) to ensure that record is kept of all stock received from **SANSOR** and that such stock is safely preserved;
 - (e) to be prepared at all reasonable times to assist officials of **SANSOR** during their monitoring of him/her and the crops for which he/she is authorized;
 - (f) to ensure that his/her expertise in respect of the crops for which he/she is authorized is maintained and enhanced by attending courses and workshops which are presented or arranged by **SANSOR** and by regularly conducting inspections; and

- (g) to inform **SANSOR** of any change of address or work, or if the crops for which he/she is authorized are not regularly inspected, or any other information relevant to the functions and responsibilities of the **Authorized Inspector**.
- 3 The **Authorized Inspector** must be prepared at the request of **SANSOR** to offer reasonable assistance at the prescribed rates with regard to the training and evaluation of candidate inspectors.
- 4 The **Authorized Inspector** shall perform his/her functions and duties strictly according to the instructions of **SANSOR**, the provisions of the **Act** and **Scheme**, and the best practices within the seed industry.
- 5 **SANSOR** may unilaterally vary or amend this appointment by providing the **Authorized Inspector** with written notice of such variation or amendment and the **Authorized Inspector** consents to such variation or amendment.
- 6 **SANSOR** may rescind or cancel the appointment of the **Authorized Inspector** by giving 10 (ten) days' written notice to the **Authorized Inspector** if:
- (a) the **Authorized Inspector** does not or is unable to fulfil the functions and/or comply with the responsibilities set out in paragraph 2 hereof;
 - (b) the **Authorized Inspector** does not comply with or react within 2 (two) working days to any written query, request and/or instruction of **SANSOR**;
 - (c) **SANSOR** in its sole discretion determines that the **Authorized Inspector** has abused the authority conferred upon him/her especially to enrich or attempt to enrich himself/herself; and
 - (d) **SANSOR** in its sole discretion determines that the **Authorized Inspector** is in a position to be intimidated or could be exposed to intimidation.
- 7 Unless cancelled or otherwise terminated, this appointment will be valid for the period the **Authorized Inspector** complies with prescribed requirements for appointment, commencing from the date signed on behalf of **SANSOR**, subject to paragraph 13 below.
- 8 This appointment will automatically terminate if:
- (a) the **Authorized Inspector** is no longer in the service of the firm, closed corporation or other legal entity referred to in clause 1;
 - (b) the **Authorized Inspector** no longer is involved with seed certification;
 - (c) The firm, closed corporation or other legal entity referred to in clause 1 is no longer a member of **SANSOR**.
- 9 If the appointment of an **Authorized Inspector** expires, terminates or is cancelled, withdrawn or amended the authorization card must be returned to **SANSOR** within 14 (fourteen) working days.
- 10 Appeal may be lodged against any decision of **SANSOR** in accordance with the provisions of section 32 of the **Act**.
- 11 Any notice addressed by **SANSOR** to the **Authorized Inspector** and posted by way of registered post in a correctly addressed envelope to the postal address in paragraph 1, will be deemed to be received by the **Authorized Inspector** within 7 (seven) days of the date of its posting.
- 12 The **Authorized Inspector** shall not have the power to bind or represent **SANSOR** in any manner save as provided for in this appointment.

- 13 Subject to paragraph 7 above, this appointment will only be valid once the enclosed indemnity form has been duly completed and signed by an authorized representative of the **SANSOR** member in whose service the **Authorized Inspector** is.
- 14 The **Authorized Inspector** may be held personally liable by **SANSOR** for all loss or damage arising from *mala fide* conduct on the part of the **Authorized Inspector** related, however remotely, to the appointment of the **Authorized Inspector** in terms hereof.

TECHNICAL MANAGER
SANSOR

DATE

AUTHORIZED INSPECTOR

DATE