

Seal Licensing Agreement

This agreement is annexed to the current accreditation contract between International Organic Accreditation Service Inc and

This agreement is that which is referred to as Annex 1 in clause A1d of the accreditation contract

The International Organic Accreditation Service Inc. (IOAS), registered in the State of Delaware and operating from Jamestown, ND in the USA, is hereinafter referred to as the IOAS

is registered in _____, and is hereinafter referred to as the Certification Body.

Recitals

- A. The International Federation of Organic Agriculture Movements (IFOAM), registered in Switzerland and Germany as a non-profit association. IFOAM is the Sole Proprietor of the IFOAM logotype device and of the IFOAM seal and hereby claims all Intellectual Property Rights including but not limited to, Copyright and all Neighbouring Rights, Trade Mark Rights, Franchising and Licensing Rights. All said Intellectual Property Rights are hereby reserved and shall not be reproduced, stored in a retrieval system, or transmitted in any form, or by any means photo-electronic, mechanical, photocopying or otherwise, without the prior specific written consent of IFOAM
- B. IFOAM has developed the IFOAM Accreditation Programme which accredits Certification Bodies for conformity against the IFOAM Basic Standards and the IFOAM Accreditation Criteria for Organic Certification Bodies. In this contract, accreditation refers to this IFOAM Accreditation.
- C. IFOAM has delegated by contractual agreement the implementation of the IFOAM Accreditation Programme to the IOAS. IFOAM has also delegated by contractual agreement the implementation of the IFOAM Seal System to the IOAS. In this agreement, IFOAM mandates the IOAS to enter as an Independent Contractor on its behalf into Seal Licensing Agreements such as this.
- D. In the Accreditation Contract made between the IOAS and the Certification Body, the IOAS agrees *inter alia* that the use of the accreditation status may be enhanced with a license to the Certification Body to sub-license the use of the IFOAM Seal upon the terms of an annexed Seal Licensing Agreement.
- E. This is the annexed Seal Licensing Agreement referred to in the Accreditation Contract.

In consideration of the above, parties hereto agree as follows:

§ 1. Definitions

- 1.1. All terms used in this Seal Licensing Agreement shall have the same meaning as set out in the glossary, part of the IOAS Operating Manual for the IFOAM Accreditation Programme.
- 1.2. Additionally, the following terms not included therein are defined as follows:
 - Certification indication is used by the Certification Body to indicate that the product, which carries this symbol, is certified. It is also referred to as the certification symbol. It is usually in the form of a logo but can also be a text.
 - IFOAM Logo is the logo used by the federation and its bodies on letterhead, publications. It shall only be used as an indication of endorsement of certain activities when this is covered by written agreement with IFOAM.
 - IFOAM Seal is the presentation of the status of a Certification Body as being accredited by the IFOAM Accreditation Programme, made for the specific purpose of presentation with the logo of the Certification Body on product certified by that Certification Body. It consists of the IFOAM logo with the word “accredited”.

§ 2. License

- 2.1. On condition that the Certification Body is IFOAM accredited by the IOAS, and subject to the limitations that follow, the IOAS hereby grants to the Certification Body a non-exclusive license to sub-license its certified operators the use of the IFOAM Seal on retail product and on related sales and promotional material.
- 2.2. The Certification Body shall sub-license the use of the IFOAM seal only for use on products, the certification of which is included in the accreditation scope. The certification programme(s) and these categories included in the scope are indicated in the Accreditation Contract.
- 2.3. In the event that accreditation for certification transference has been deemed to be pending, the license for use of the IFOAM seal is subject to the limitation that the IFOAM seal shall only be used on products all ingredients of which are certified directly by the Certification Body or another IFOAM accredited certification body or which are duly “re-certified” by the Certification Body in accordance with the IFOAM criteria for individual product recertification.
- 2.4. In the event that the Certification Body wishes to use the IFOAM Seal on its own materials, be it for example as part of its letterhead, or on promotional material, this Agreement shall be deemed to extend thereto.

§ 3. Ownership and Title

- 3.1. The Certification Body acknowledges the title of IFOAM to both the IFOAM Logo and IFOAM Seal and that IFOAM shall continue to retain full ownership of the IFOAM Logo and IFOAM Seal. Nothing in this agreement shall be deemed to constitute a right for the

Certification Body to use or cause to be used the IFOAM Seal in conjunction with any product or service except as stipulated herein.

- 3.2. IFOAM shall use all reasonable endeavours to maintain ownership of the IFOAM Seal and IFOAM Logo in full force and effect.
- 3.3. In acknowledging the title of IFOAM to the IFOAM Seal or IFOAM Logo, the Certification Body agrees that all goodwill arising from use of the IFOAM Seal has accrued and shall continue to accrue to the benefit of IFOAM, and the Certification Body undertakes not to do or permit any act which would or might challenge or prejudice such title or the validity of the IFOAM Seal and IFOAM Logo or any application, registration, renewal or other proceedings in connection therewith.
- 3.4. All intellectual, industrial or commercial property rights or other creative work derived from or specially created for use in connection with the IFOAM Seal or IFOAM Logo shall become and remain property of IFOAM, and the Certification Body shall cause such formal assignment or any other documents IFOAM shall deem necessary to be executed and delivered to IFOAM so as to vest such rights absolutely in IFOAM.
- 3.5. During the terms of this Agreement and thereafter, the Certification Body agrees not to adopt, use, permit the use of, register or attempt to register as a trademark, service mark, trade name or corporate name or as part thereof the IFOAM Seal or IFOAM Logo, any term or translation having the same meaning as any of the foregoing or any words, symbol or picture or combination thereof which is confusingly similar to any of the foregoing.

§ 4. Sub-license

- 4.1. The Certification Body shall grant a non-exclusive sub-license in respect of the IFOAM Seal to all its certified operators.
- 4.2. The Certification Body shall not extend any exclusive sub-license or discriminate between any of its operators in the use of the IFOAM Seal except as required under clause 2.2 and 2.3 of this contract..
- 4.3. The Certification Body shall use the approved license in Annex 4 to regulate the use of the IFOAM Seal on product in its operator licensing agreement(s). This is the annex which is referred to as Annex 4 in clause A1d of the accreditation contract.
- 4.4. The Certification Body shall keep proper records and correspondence files related to the use of the IFOAM Seal and the IOAS shall be entitled to inspect and to obtain copies of any such records in case of infringements of this Seal Licensing Agreement.

§ 5. License fees

- 5.1. The costs of administrating the IFOAM seal system are retrieved by the IOAS through the normal accreditation charges. No separate fee is levied for the Seal license.

- 5.3. In order to cover the costs for the Certification Body to administer the use of the IFOAM Seal by its operators, the Certification Body may increase its normal certification fees to its operators at its own discretion. The Certification Body shall not directly charge operators a license fee for use of the seal.

§ 6. Quality

- 6.1. The Certification Body agrees to enforce compliance with the instructions given in “The use of the IFOAM Seal on packaged product”, annexed to the accreditation contract as Annex 3. This is the annex which is referred to as Annex 3 in clause A1d of the accreditation contract
- 6.2. The IOAS reserves the right to ask for advance specimens or details of any product to be sold or provided with the IFOAM Seal, and to inspect and review such products at any time to ensure that the product, packaging, labelling, promotion and the general presentation are as required under this Agreement.

§ 7. Use of the IFOAM Seal

- 7.1. The IFOAM Seal is to be used exclusively in conjunction with the logo of the Certification Body. The IOAS has approved the particular application of the IFOAM Seal with the Certification Body’s logo that is given in Annex 2. This is the annex which is referred to as Annex 2 in clause A1d of the accreditation contract
- 7.2. The Certification Body may use the IFOAM seal in conjunction with the Certification Body’s logo on its own letterhead, for advertising, for merchandising and on trade certificates.
- 7.3. Operators who have signed the relevant licensing agreement with the Certification Body may use the IFOAM seal on product, for advertising and for merchandising.
- 7.4. The Certification Body shall use and shall ensure that its sub-licensees use this particular application of the IFOAM Seal with the Certification Body’s logo only in the form agreed between the IOAS and the Certification body, on products and on sales and promotional materials related thereto, conforming to the instruction in the document “The use of the IFOAM Seal on packaged product” (annex 3).
- 7.5. Parties have the right to adjust their logo, or seal, and/or the particular application of the IFOAM Seal with the Certification Body’s logo. If this is the case, parties are to mutually agree on the process to introduce the new designs.
- 7.6. The IOAS retains the right to adjust the instructions in ‘The use of the IFOAM Seal for packaged products’ every two years. The grace period for introducing the changes is one year.

§ 8. Infringement

- 8.1. In the event that the Certification Body learns of any infringement or possible infringement of the IFOAM Seal, or that its use is otherwise threatened or opposed by a third party, the Certification Body shall forthwith notify the IOAS.
- 8.2. The parties shall consult before bringing any action for infringement or unfair competition or otherwise defending, compromising or settling such dispute and shall co-operate and assist each other in connection with such proceedings.
- 8.3. The IOAS shall at its sole costs have the first opportunity to initiate or engage in such proceedings or negotiations and shall be entitled to recover and retain all damages and/or compensation from third parties resulting therefrom.
- 8.4. In the event that the IOAS does not opt to initiate or engage in such proceedings or negotiations, the Certification Body shall at its sole costs have the option to do so and to recover and retain all such damages and/or compensation.
- 8.5. Nothing in this Clause 8 shall prevent the Certification Body from taking such action in its own name and at its own costs as is necessary to protect its own intellectual property.

§ 9. Use of Rights

- 9.1. The Certification Body shall use all reasonable endeavours to use its rights granted pursuant to this Agreement in every possible way to its best advantage and that of IFOAM.

§ 10. Term and Termination

- 10.1. Both parties herewith commit themselves to a long-term partnership in the implementation of the Seal System.
- 10.2. If the Accreditation Contract shall terminate this Agreement shall ipso facto terminate notwithstanding anything to the contrary herein contained.
- 10.3. If the Certification Body shall commit or permit any breach of the terms in this Agreement then in any such case and as often as the same shall occur, the IOAS shall serve notice in writing, specifying the breach and requiring the same to be remedied or otherwise resolved to the satisfaction of the IOAS within a period of not less than sixty (60) days, and if the breach is not remedied or otherwise resolved to the satisfaction of the IOAS within the time so specified or if the breach shall be incapable of remedy, the IOAS may serve a further notice in writing terminating this Agreement forthwith without prejudice to any rights which may have accrued to either party prior to such termination.
- 10.4. If this Agreement shall terminate for any reason the Certification Body shall, unless otherwise agreed in writing with the IOAS, forthwith and under any circumstances within a

period of six months, cease all use of the IFOAM seal in any material in the Certification Body's possession or control, or destroy all such materials or otherwise deliver up the same to the IOAS, and take all necessary steps to ensure that their licensees cease the use of the IFOAM seal on product or in any material in their possession or control or in agreement with the sub-licensee, assign the benefit and control of such sub-license to another IFOAM Accredited certification body.

- 10.5. The Certification Body shall have no right to compensation for loss of clientele or goodwill in the event of the termination of this Agreement.

§ 11. Indemnity and Disclaimer

- 11.1. The Certification Body hereby indemnifies IFOAM, the IOAS, or any other IFOAM agency, against any product liability or similar responsibility in any circumstances whatsoever arising from the exercise of the Certification Body's rights of use and exploitation of the IFOAM Seal, and IFOAM, the IOAS or any other IFOAM agency undertake no such obligation to defend the Certification Body in the event that such a claim is ever made by a third party.
- 11.2. IFOAM, the IOAS or any other IFOAM agency shall not be liable to the Certification Body in the event that without the knowledge or agreement of the IOAS, the IFOAM Seal is used on products similar to any products certified by the Certification Body. The IOAS in its absolute discretion shall decide what if any action to take in respect of any unauthorised use.

§ 12. Assignment

- 12.1 This Agreement shall not be transferable.

§ 13. Representation and Waiver

13. The parties hereto also acknowledge that they have placed no reliance on any representation or warranty save to the extent that such is explicitly incorporated herein and this Agreement shall not be amended save in writing signed by or on behalf of the parties, also that the failure of any party hereto to exercise or enforce any right conferred upon that party under this Agreement shall not be deemed to be a waiver of any such right or operate to bar the exercise or enforcement thereof at any time thereafter.

§ 14. Notices

- 14.1. Any notice, document or communication which any party intends to give or send in relation to this Agreement and which is sent in writing by the official post office EMS couriers service with a telefax copy to the last-known address of the addressee shall be deemed to

have been served or received when in the ordinary course of transmission it would have been received.

14.2. The address of the IOAS is:
IOAS, the Executive Director
102 ½ 1st Ave. S, Suite 4, 58401 North Dakota, USA
Fax +1 701 483 5508

14.3. The address of is the following:

§ 15. Law

15.1. Any dispute arising out of or in connection with this Agreement, including any question regarding its existence, performance, validity or termination, which cannot be settled amicably through negotiation or the IOAS Appeals process, shall be submitted to arbitration as agreed under the main accreditation contract and the attached 'Agreement to Seek Arbitration'.

15.2. In case one or more provisions of this Agreement shall become invalid, the validity of the remaining provisions of the Agreement shall not be affected thereby.

In witness whereof this Agreement enters in vigour the day of ,

For the IOAS

For

Ken Commins
Executive Director

Approved application of the IFOAM seal with the Certification Body's logo

The use of the IFOAM seal on packaged product

The IFOAM seal

1. The IFOAM seal shall appear with the logo of the Certification Body.
2. The IFOAM seal is a wording with the IFOAM logo and the word 'accredited'
3. The IFOAM logo is supplied with the Seal Licensing Agreement in digital form.
4. The IFOAM logo may only be used without the globe if the letter 'o' is smaller than 3 mm, or when the designer or printer deem that the globe in the o becomes blurred.
5. The word accredited should be in letter type Arial, in capital letters and extra bold typeface, like: **ACCREDITED**.
6. The word 'accredited' should appear under the IFOAM logo and is of exactly the same width as the IFOAM logo.
7. To maintain clarity, the IFOAM Seal should not be cluttered with other elements. For this reason an 'exclusion zone' has been defined of half the height of the actual letter size around the text, and no other items except the wording 'IFOAM accredited' may appear in that zone.
8. The IFOAM seal shall not be framed or boxed.

Design

1. The IOAS provides the basic design of the IFOAM Seal to the Certification Body.
2. The Certification Body shall develop rules how the IFOAM Seal is used with its logo.
3. The Certification Body should present this design (the Certification Body together with the IFOAM Seal) to the IOAS.
4. It is the responsibility of the IOAS to achieve consistency in the way the IFOAM seal is represented with the Certifier's logo. To this end the IOAS permit the IFOAM Seal to be used either beneath the logo of the Certification Body OR to the right. No other options are permitted. In both cases, the width of the IFOAM logo should not exceed the width of the Certification Body logo. When placed to the right of the Certification Body's logo, the IFOAM Seal should not be so distant as to appear as a separate logo.
5. After approval of the IOAS, the Certifier's logo with the IFOAM Seal is annexed to the accreditation contract as Annex 2.

End

Approved License for the IFOAM Seal between and its Operators.

Standard language to regulate the use of the IFOAM Seal in operator licensing agreements

This is text to be incorporated in the licensing agreement for the IFOAM seal between the **certification body and its operators**. It is assumed that there is a separate licensing agreement covering the use of the certification body's logo. As removal of accreditation from the certifier does not mean that the operator can no longer use the certifiers' logo, the IFOAM seal license shall be covered in a separate agreement.

When in doubt, the certification body shall consult with the IOAS.

The standard clauses in a licensing agreement such as Parties, Recitals, Indemnity, Disclaimer, Notices, etc. are not given here, just the text that relates to the IFOAM seal. It is the responsibility of the certifier to insert these as per their normal contractual formats.

1. Definitions:

The CB symbol is the symbol of [the CB]. It is property of [the CB].

The IFOAM logo is the logo of the International Federation of Organic Agriculture Movements. It is property of IFOAM.

The IFOAM seal consists of the logo of IFOAM together with the word 'accredited'. The IFOAM seal is designed in a standard form, which is the only form to be used on packaging.

The CB symbol with IFOAM seal is the combination of the certifier's symbol with the IFOAM seal. It is attached as **Annex 1** of the seal agreement. This is the only form of the certifier's logo and IFOAM seal which the operator is authorised through this licensing agreement to use on packaging.

2. Guidelines for the use of the IFOAM seal with the certification body's logo

2.1 The operator agrees to comply with the instructions laid down in "Use of the IFOAM Seal", annexed to this agreement as **Annex 2**. (This IOAS document must be annexed to agreement with the operator.) Operator pledges to duly inform his/her packaging designer of these rules and of any changes that may appear therein.

2.2 The CB reserves the right to ask for advance specimens or details of any product to be sold or provided with the IFOAM Seal, and to inspect and review such products at any time to ensure that the product, packaging, labeling, promotion and the general presentation are as required under this agreement.

3. Ownership and rights

3.1 The operator acknowledges the sole title of IFOAM to both the IFOAM Logo and IFOAM Seal and that IFOAM shall continue to retain full ownership of the IFOAM Logo and IFOAM Seal.

3.2 The operator agrees not to adopt, use, permit the use of, register or attempt to register as a trademark, service mark, trade name or corporate name or as part thereof the IFOAM Seal or IFOAM Logo, any term or translation having the same meaning as any of the foregoing or any words, symbol or picture or combination thereof which is confusingly similar to any of the foregoing.

4. Use of the IFOAM seal

4.1 The IFOAM Seal is to be used exclusively in conjunction with the logo of the Certification Body conforming to the design represented in Annex 1.

4.2 Any use of the IFOAM logo or IFOAM seal by the operator is deemed to be subject to the terms of this license.

4.3 The IFOAM seal may only be used on products certified under that certification programme accredited by the IOAS and not under any other programme operated by the CB. This means that only products certified under [Insert description of the accredited programme to distinguish it from any programmes not included in the accreditation scope]

4.4 The IFOAM seal is to be used only on products in the categories for which the CB is accredited. Currently, 'CB Name' is accredited for:

- Crop production
- Animal production
- Processing
- Wild products
- Retail
- Input manufacturing
- Aquaculture
- Textile processing
- Grower groups
- Certification transference

The above scope will be updated on the IOAS web site at www.ioas.org and takes precedence over this list.

4.5 Certification activities of the CB which are not covered by the accreditation are;

These products may not carry the IFOAM seal.

4.6 'Certification Transference' of the Certification Body is pending. Until such time as the certification body is accredited for this category the IFOAM seal shall only be used on products, all ingredients of which are certified directly by the Certification Body or another IFOAM accredited certification body OR which are duly "re-certified" by the Certification Body in accordance with the IFOAM criteria for individual product recertification.

As a result only the following products are covered by this agreement:

[If you are accredited for certification transference this clause may be left out of your licensee contracts. If accreditation is "pending" the agreement with the operator must specify which of their products may carry the IFOAM seal. It is the responsibility of the CB to check that the conditions stated above have been met in the certification of each of these products.]

5. On-product statements regarding the IFOAM seal

5.1 The wording 'IFOAM accredited' may not be referred to as a quality statement regarding the product, it may only be used a reference to the quality of the certification.

5.2 If the certifier and/or operator wish to explain the phrasing 'IFOAM accredited' the following or substantially similar descriptive statement may be made, :

' ['CB'] is accredited by the IFOAM Accreditation Programme. IFOAM is the world wide movement for organic agriculture.'

OR

' ['CB'] is accredited under the IFOAM Accreditation Programme. IFOAM is the world wide movement for organic agriculture. Accreditation is a process to determine that the certification is done according to the IFOAM criteria.

6. Infringement

6.1 If the operator commits or permits any breach of the terms in this Agreement then in any such case and as often as the same shall occur, [the CB] may serve notice in writing, specifying the breach and requiring the same to be remedied or otherwise resolved to the satisfaction of [the CB] within a period of not more than sixty (60) days.

6.2 If the breach is not remedied or otherwise resolved to the satisfaction of [the CB] within the time so specified or if the breach shall be incapable of remedy, [the CB] may serve a further notice in writing terminating this Agreement forthwith without prejudice to any rights which may have accrued to either party prior to such termination.

[this paragraph should be compatible with the CBs already existing sanctions policy on misuse or misrepresentation of its own logo. IOAS to agree when text differs significantly. Please note,

however, that the agreement between the IOAS and the CB requires you to remedy any breaches within 60 days so the period you allow for operators should not exceed that.]

7. Termination

Use of the IFOAM seal is conditional on [the CB] maintaining its accredited status. In case [the CB] is de-accredited for any reason or when its contract with the IOAS expires, the operator shall, within a period of six months, cease all use of the IFOAM seal on its packaging.

(this paragraph should be compatible with other stipulations regarding termination of the license between the CB and the operator → IOAS to agree when text differs significantly)

8. Re-assignment

Neither the benefit or the burden of this Agreement can be assigned to any other party without mutual agreement in writing of both parties.

(this should already be covered in the normal licensing agreement)