Section 6

QUALITY COUNCIL OF INDIA

India Good Agricultural Practices (IndG.A.P.) Certification Scheme

Rules for Use of Certification Mark

Section 6
RULES FOR USE OF CERTIFICATION MARK

1. Purpose:

All producer or producer groups (hereinafter referred as Producer) that have been certified under the IndG.A.P. Certification Scheme (hereinafter referred as Scheme) by the certification bodies approved by Scheme Owner (SO) and have been formally approved by the same, are eligible to use of the Scheme Certification Mark.

1.1. This document describes the process for approval of the Producer for the use of the Certification Mark and the rules for use of the Scheme Certification Mark by the certified Producer fulfilling the above requirements.

1.2. The Scheme Certification Mark, is a protected mark owned by the Scheme Owner. Its use would indicate that the processes of the relevant Producer's farm are in conformity with specified criteria (Certification Criteria for the Scheme) under the Scheme. The "Certification Mark" is also commonly known as a "Logo", however for the sake of aligning it with the international requirements the same will henceforth be referred to as the "Mark".

2. Scope:

2.1. This document covers the rules for use of the IndG.A.P. Certification Mark, hereinafter referred to as the Mark, by the certified producer or producer group and the approved Certification Bodies.

3. Eligibility for use of Mark:

3.1. Producers or producer groups that have been certified under the Scheme by the certification bodies approved by the Scheme Owner, are eligible to apply for approval for use of the Certification Mark(s).

3.2. The certified producer shall apply for use of the Mark to the Scheme Owner through the approved Certification Body which has certified it.

3.3. The certified producer shall sign a legally enforceable agreement with the Scheme Owner whereby it is allowed to use the Mark after agreeing to all the relevant conditions as described in this document.

4. Mark and its usage:

4.1. The Mark(s) shall be IndG.A.P. and it has to be used by the Scheme owner for certification of the producers/producer groups.

4.2. The Mark may be used as any photographic reduction or enlargement.

4.2.1. The certified producer may indicate that the produce originates from a GAP certified field.

4.2.2. The certified producer may affix the logo as per the color design or a pure black & white. The logo would be affix only on IndG.A.P. certified produce.

4.2.3. The producer may insert the claim "Produce originates from a GAP certified farm". This would be placed below the IndG.A.P. logo to differentiate from an uncertified produce.

4.3. QCI (SO) is the owner of the "IndG.A.P." trademark, i.e., the word "IndG.A.P." and the IndG.A.P. logo collectively the "IndG.A.P. Trademark".

4.3.1. The IndG.A.P. trademark shall appear on the product, consumer packing of the product, or at the point of sale where it is in direct connection to individual products

in compliance to the relevant Section (6) for use of Mark of IndG.A.P. Scheme and provisions of FSSA, 2003.

4.3.2. The logo may appear on the product, consumer packing of the product, or at the point of sale where it is in direct connection to individual products.

4.3.3. The producer may also insert the claim “Produce originates from a GAP certified farm”. This would be placed below the IndG.A.P. logo to differentiate from an uncertified produce.

4.4. CP shall use the Certification Mark/Trademark/Claim only in connection with products/processes/services complying with the requirements of the IndG.A.P. system within the scope of the licensed services.

4.5. The Mark shall be used in such a manner as to imply that the farm produce (as per Sector) has been produced using good practices. **It shall not be used to imply that the produce itself is certified.**

4.6. The Mark shall be used on any document accompanying the lot of certified produce along with the address of the certified farm to indicate to the recipient that the produce is GAP-certified.

4.7. The Mark may be used in publicity material, pamphlet, letter heads, other similar stationary; media for exchange of any communication, for promoting the awareness of the Scheme, or the Mark, etc.

4.8. CP shall use the Trademark only in the manner provided by IndG.A.P., and CB shall not alter, modify, or distort them in any way.

4.9. CP shall indicate, the status of Mark in case if it is registered (it could be the applicants Mark as well).

4.10. CP is entitled to use the IndG.A.P. name and/or certification mark/trademark for traceability/segregation/identification purposes only on-site at the production and handling location(s).

4.11. CP is entitled to use the IndG.A.P. name and/or trademark in business-to-business communication as the IndG.A.P. claim only according to the IndG.A.P. system rules of the applicable scope of the licensed services as indicated. The on-product rules would be driven as per the clauses of the Certification Mark.

4.12. CP shall use neither the Trademark, nor the IndG.A.P. numerical identifier as part of CP’s company name, nor in any other way to imply that IndG.A.P. is part of CP’s business.

4.13. CP shall not use the Trademark and/or IndG.A.P. numerical identifier in any manner that could be construed as distasteful, offensive, or controversial.

4.14. CP shall not use the Trademark and/or IndG.A.P. numerical identifier in any manner that discredits or tarnishes the reputation or goodwill of QCI; is false or misleading; violates the rights of others, any law, regulation, or other public policy; or mischaracterizes the relationship between QCI and CB and/or between QCI and CP.

4.15. CP shall make clear to third parties and consumers that QCI is not the producer of the goods/products. CP shall indemnify QCI and CB against possible product liability claims arising out of the use of the Trademark and/or IndG.A.P. numerical identifier.

4.16. CP agrees that the nature and quality of the licensed services shall not be contrary to the framework of the IndG.A.P. system, and all uses of the Trademark and/or IndG.A.P. numerical identifier in all advertising, promotional, and/or other forms shall be under the control of QCI. CP agrees to cooperate with QCI in facilitating QCI’s control of such use of the Trademark and IndG.A.P. numerical identifier.

4.17. In the case of AMCs’ and private scheme trademarks, CP shall only use them according to the owner(s)’s rules and specifications.

4.18. CP shall advertise and promote the licensed services in accordance with all applicable national, state, provincial, local, or other laws and regulations. QCI's approval of any sample advertising or promotional materials is not to be construed to mean that QCI has determined that the advertising or promotion conforms to the laws or regulations of any jurisdiction.
4.19. Any further variation of usage is to be agreed upon by CP and CB. Amendments must be in writing and require the prior written approval of QCI to be valid.
4.20. Where CP does not yet or no longer complies with the requirements of the licensed services, neither a Trademark nor a IndG.A.P. numerical identifier can be used.
4.21. Any objective evidence that indicates that CP or an applicant has been misusing the Trademark and/or the IndG.A.P. claim shall lead to the exclusion of CP or an applicant contracting party from the IndG.A.P. system for twelve (12) months after evidence of misuse.
4.22. CP shall promptly cease and desist from any and all use of the Trademark and/or IndG.A.P. numerical identifier upon termination of this Agreement for any reason.
4.23. The certified producer may also use the certificate issued by the certification body as part of publicity material.
4.24. While using the above documents, care shall be taken to ensure that the Mark is used only with respect to the farm(s) certified and it shall not imply that the non-certified farms having common ownership are also certified.
4.25. The certified producer shall not make any misleading claims with respect to the Mark.
4.26. It shall not use the Mark any manner as to bring the Scheme Owner into disrepute.
4.27. The certified producer, upon suspension or withdrawal of its certification, shall discontinue use of the Mark, in any form.
4.28. The certified producer, upon suspension or withdrawal of its certification, shall discontinue use of all advertising matter that contains any reference to its certification status.
4.29. Depending upon the extent of violation, the suitable actions may range from advice for corrective actions to withdrawal of certification in situations of grave or repeated violations. In case the certified producer does not take suitable action against the incorrect use of the Mark, the certification body shall withdraw the Certification.
4.30. The Scheme owner may direct the approved certification body to take any of the actions for incorrect use of the Mark or take appropriate legal action itself, if deemed necessary.
4.31. SO will review the certificate use either by themselves, or from office surveillance.
4.32. IndG.A.P. certified products are not labelling any product in any manner that meets food safety criteria.
4.33. The IndG.A.P. logo shall always be obtained from the IndG.A.P. Secretariat. This will ensure that it contains the exact corporate color and format. IndG.A.P. Logo to be inserted with colour separation.
4.34. Country of production, issued to, Producer Group/Producer, company name and address shall appear on all certificates.
4.35. Options shall always appear on the certificate.

5. Modalities regarding use of Certification Mark in case of Benchmarking of IndG.A.P. to GLOBALG.A.P.

5.1. QCI (SO) is the owner of the "IndG.A.P." trademark, i.e. the word "IndG.A.P." and the IndG.A.P. logo collectively the "IndG.A.P. Trademark". This as benchmarked to

GLOBALG.A.P. will bear the logo of GLOBALG.A.P. and its "G" shape logo, collectively GLOBALG.A.P. Trademark if permitted by the GLOBALG.A.P. secretariat along with IndG.A.P. Use of the marks are already detailed out in Section 6 Rules for Use of Certification Mark.

5.2. The producer shall only use the IndG.A.P. trademark in connection with products complying to the requirements of the IndG.A.P. system. Once IndG.A.P. is benchmarked, in cases where certified producers who have not signed up for voluntary GLOBALG.A.P. membership use the GLOBALG.A.P. logo and/or the “G”-shape logo, they shall combine the logo with the corresponding GGN.

5.3. The IndG.A.P. word can appear on the product(s) / labels, consumer packaging of products which are intended for human consumption or at the point of sale where it is in direct connection with single products. whereas logo can appear at point of sale and advertising materials other than label, any reference to GLOBALG.A.P. word or logo will not be referenced to product or point of sale (POS).

5.4. Producers may only use the IndG.A.P. trademarks on pallets that contain only certified IndG.A.P. products and that will appear at the point of sale. As IndG.A.P. is benchmarked to GLOBALG.A.P. will bear the logo of GLOBALG.A.P. and its "G" shape logo, collectively GLOBALG.A.P. Trademark if permitted by the GLOBALG.A.P. secretariat along with IndG.A.P. Use of the marks are already detailed out in Section 6 Rules for Use of Certification Mark (Authority of CBs).

5.5. IndG.A.P. certified producers are allowed to use the IndG.A.P. trademark in business-to-business communication, and for traceability, segregation, or identification purposes on site at the production site. Once IndG.A.P. is benchmarked to GLOBALG.A.P., they may also use the logo of GLOBALG.A.P. and its "G" shape logo, collectively GLOBALG.A.P. Trademark if permitted by the GLOBALG.A.P. secretariat along with IndG.A.P. Use of the marks are already detailed out in Section 6 Rules for Use of Certification Mark (Authority of CBs).

5.6. IndG.A.P. approved certification bodies can use the trademark in promotional material directly linked to their IndG.A.P. certification activities in business-to-business communication and on IndG.A.P. certificates they issue. Once benchmarked to GLOBALG.A.P., the logo of GLOBALG.A.P. and its "G" shape logo, collectively GLOBALG.A.P. Trademark, shall also not be used on the above-mentioned items.

5.7. The IndG.A.P. trademark can be used on promotional items, apparel items or accessories of any kind, bags of any kind, or personal care items. The producer shall only use the trademark and, as applicable and once benchmarked, the GLOBALG.A.P. trademark, in the manner provided by IndG.A.P. and GLOBALG.A.P. and shall not alter, modify, or distort them in any way.

5.8. Any objective evidence found that indicates that the applicant has been misusing the GLOBALG.A.P. claim shall lead to the exclusion of the applicant from certification for 12 months after evidence of misuse. In addition, the applicant will be listed, and the list shall be checked before registration in the Database. Any case of misuse shall be communicated to the GLOBALG.A.P. members.

5.9. Scheme logo is present, however, once the Benchmarking is achieved the GLOBALG.A.P. logo shall be added in addition to the scheme logo.

5.10. Scheme logo is present, however, once the Benchmarking is achieved, the text informing the exact version shall be added.

6. Format and rules for Granting of Unique Identification Number (UIN)

6.1. The IndG.A.P. Unique Identification Number (UIN) is the combination of the prefix "UIN" plus a 06-digit numerical number, not including the IndG.A.P. trademark, and is unique to each and every producer and any other legal entity in the IndG.A.P. system.

6.2. Unique identification number (UIN) is issued by concerned CBs. The UIN identifies a registered or certified producer and may only be used as indicated in the CPCC. It cannot be used to label a product that is not certified. The UIN (e.g. UIN_123456) may appear on the product, consumer packaging of the product, or at the point of sale where in direct connection with individual certified products. The UIN shall only be used on transaction/sales documents including certified products. When the transaction/sales documents include certified and non-certified products, the certified items shall be clearly identified as required by the relevant All Farm Base control points and compliance criteria.

6.3. The legal entity that labels UIN shall be a holder of a valid certificate of a IndG.A.P. module or an equivalent standard/scheme certificate.

6.4. On termination of the 'IndG.A.P. Sublicense and Certification Agreement', the right of the producer to use the IndG.A.P. claim, including the trademark, UIN or the logo, terminates with immediate effect.

6.5. The UIN shall only be used in connection with the IndG.A.P. system.

6.6. UIN would be issued as per S2S Rules given in Section 3 Annex 3C Seed to Sale (S2S) Rules Clause 6.1.

7. Grant of Sublicense

7.1. QCI has granted a non-exclusive, non-transferable license to CB to use the Certification Mark, within the Territory; to enter into sublicense and certification agreements with contracting parties; register contracting parties; enter producer and product information provided by contracting parties and their PGMs into the database; collect checklist information, record corrective actions into a report, and to conduct registration, third-party inspection/audit certification or second-party verification and approval to contracting parties.

7.2. CB hereby grants a non-exclusive, non-transferable sublicense to CP for the use of the Trademark/Certification Mark provided CP has been successfully certified/approved and is in compliance with the relevant requirements of the IndG.A.P. system. The sublicense granted to CP entitles CP to distribute and market their products under the Trademark only to the extent that these products have been registered with CB and are produced, handled, or traded in a production site or location registered with CB in full compliance with the compulsory conditions of the 'IndG.A.P. Sections' published in the PADD, QCI website.

7.3. CP is not entitled to grant sublicenses of the Trademark.

7.4. This sublicense is valid only to the extent that all fees and duties to CB and to PADD, QCI have been settled in full.

8. Obligations of the Approved Certification Body

8.1. The Approved Certification Bodies shall obtain the agreement for use of the Mark duly signed in duplicate from the producer/producer group found conforming to the criteria for certification and forward it to the Scheme owner.

8.2. The Scheme owner, after duly signing the agreement, send one original copy to the certified producer/producer group with a copy to the concerned certification body. One original copy shall be retained by the Scheme owner.
8.3. The certification body shall during their surveillance of the producer/producer group monitor the use of the Mark to assist the Scheme Owner in protecting the integrity of the Mark.
8.4. In case the Certification Mark is observed to be used by a certified producer contrary to the conditions specified, the certification body shall take suitable action in accordance with the relevant requirements of ISO 17065 and those specified in the documents “IndG.A.P. Certification Process” and “IndG.A.P. Requirements for Certification Bodies”.

9. Fee

The certified producer shall pay a fee as prescribed by the Scheme Owner, for the use of the Mark. This payment may be made to its certification body for onward submission to the Scheme Owner.

*****

IndG.A.P. LOGO

Produce originates from a GAP certified farm