

ORGANIC CERTIFICATION MARK LICENCE AGREEMENT B - IFOAM



THIS AGREEMENT is made the _____ day of _____ 20_____

BETWEEN AsureQuality Organic Certification, PO Box 107037, Auckland Airport, Auckland 2150, New Zealand
organics@asurequality.com | organiccertification.co.nz

AND _____ (company name)
("Licensee") _____ (address)
_____ (email address)
_____ (certification number)

Section 1 : To be filled out by all customers

IT IS AGREED THAT:

- AsureQuality as the proprietor of the AsureQuality Organic Certification Mark, a representation of which is shown above, grants to the Licensee the non-exclusive right to use the AsureQuality Organic Certification Mark on produce or packaging material certified to the AsureQuality Organic Standard, subject to the terms of this agreement.

The Licensee acknowledges the AsureQuality Organic Certification Mark is the absolute property of AsureQuality.

2. CONDITIONS OF USE

Use of Certification Marks on promotional products can be a very effective form of marketing, and of course, the more the Trademarks are used, the more effective they can be to all parties. However, because it is a Trademark of AsureQuality there are important rules which a licensee must follow in order to preserve the integrity and commercial value of the AsureQuality Organic Certification Mark.

The Licensee shall notify AsureQuality of any changes to their business activity which may have a bearing on its eligibility to use the AsureQuality Organic Logo or which would be likely to cause a review of the granting of a licence under this agreement.

The Licensee is entitled to use the AsureQuality Organic Certification Mark on or in connection with packaging, advertising, direct marketing, public relations and other forms of promotion specifically relating to the certified business activity.

The Licensee shall use and reproduce the AsureQuality Organic Certification Mark as outlined under 'Specifications for Use' below. No variation is permitted without the prior approval from the AsureQuality.

The Licensee shall not use the Mark in a manner or circumstances which may damage the reputation of AsureQuality.

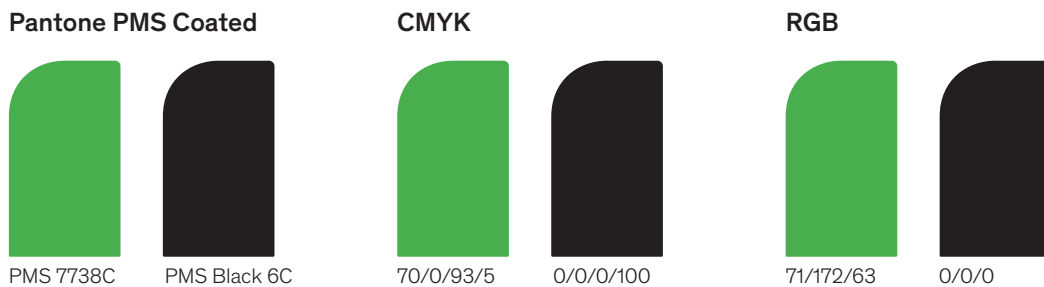
The Licensee shall immediately inform AsureQuality:

- of any infringement or violation to the AsureQuality Organic Certification Mark by third parties - in particular where damage to the reputation of AsureQuality or the AsureQuality Organic Certification Mark is possible, or where there is use of false claims or false descriptions of the logo, and
- of any legal action, pending or threatened, or of administrative procedures which may concern the AsureQuality Organic Certification Mark or produce bearing the AsureQuality Organic Certification Mark.

3. SPECIFICATIONS FOR USE

Full Colour Mark

The colour specifications for the AsureQuality Organic Certification Mark are:



Single Colour Mark (Black and White)

Can be produced in grayscale (100% black and 100% white)

Mark Rules

To ensure maximum contrast between the mark and the background colour:

- Where the mark is put on a white or near white background - the mark must be used in full colour
- Where the mark is put on a black or dark background - the mark must be used in single colour white
- Where the mark is put on light backgrounds - the mark must be used in single colour black

Please refer to the organic mark 2020 brand guidelines.

- The mark must not be framed or boxed
- The mark has a transparent background



Dimensions

The Organic Mark should be used at no less than 14.8mm high for text legibility and clarity on customer facing materials.

The Organic Mark should be used at no less than 9.15mm width from each side of the AQ symbol as shown to ensure legibility.

As quality may differ between various printing techniques and packaging materials, the Organic Mark must be checked for legibility before full scale print runs.



Clear Space

The Organic Mark should always feature a minimum amount of clear space as indicated by the positional "X", which should be at least 15% of your chosen mark height or width.

No other elements should be placed in this area.

The IFOAM mark must sit below our mark or to the right of our mark.



Prior to printing

Where the AsureQuality Organic Certification Mark is used, sample proofs of signage, product labels and packaging material, flyers, and/or websites, showing the use of the logo must be approved by AsureQuality prior to printing.

Email all proofs with the label approval form (downloadable from our website www.organiccertification.co.nz) to organics@asurequality.com.

4. DURATION

This licence commences from the date of this agreement and shall continue thereafter unless terminated hereunder.

5. NON-ASSIGNMENT OR TRANSFER

This agreement is personal to the parties and the Licensee may not transfer, assign or licence its rights to any party whatsoever, without prior written approval from AsureQuality.

If this licence is terminated or cancelled for an individually identified business activity, the Mark must be removed from all marketing/promotional materials directly associated with the individually identified business activity as quickly as possible within the constraints of what is reasonable and pragmatic. This removal timeline will be negotiated in good faith between the Licensee and AsureQuality and must be agreed in writing with AsureQuality. AsureQuality reserves the right to determine the required removal timeline.

6. CANCELLATION

This licence may be terminated upon thirty (30) days written notice given by either party to the other at any time, if:

- the Licensee loses their certification status
- fails to meet all the obligations outlined in this agreement

If this licence is cancelled, the AsureQuality Organic Logo must be immediately removed from all signage, product and packaging material along with all other marketing/promotional material including websites etc.

Signed by:

FOR AND ON BEHALF OF

LICENSEE

DATE

ASUREQUALITY LIMITED

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Samuel Brooks - Business Manager Food & Dairy

Section 2 : To be filled out only if you are eligible to use IFOAM mark as per your Organic Certificate

Conditions for the use of the IFOAM and AsureQuality seals by the Operator



1. Definitions:

- The CB symbol is the symbol of AsureQuality Ltd. It is property of AsureQuality Ltd.
- 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 AsureQuality symbol with IFOAM seal is the combination of the certifier's symbol with the IFOAM seal. It is attached as Annex 1 of this agreement. This is the only form of the certifier's logo and IFOAM seal that 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 Annex 2. The Operator pledges to duly inform his/her packaging designer of these rules and of any changes that may appear therein.
- 2.2. AsureQuality reserves the right to ask for advance specimens or details of any product to be sold or provided with either of the Seals, 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.

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 AsureQuality logo 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 AsureQuality Ltd. This means that only products certified under the AsureQuality Organic Certification programme may use the IFOAM seal.
- 4.4. The IFOAM seal is to be used only on products in the categories where AsureQuality is accredited for. Currently AsureQuality is accredited for:
 - Crop production
 - Livestock production
 - Processing
 - Wild products
 - Retail
 - Certification transference
- 4.5. Certification activities of AsureQuality that are not covered by the accreditation are:
 - Aquaculture
 - Forestry
 - Eating establishments
 - Fibre processing, wild game or marine products

These products may not carry the IFOAM seal.

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

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 as 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, :
'AsureQuality is accredited by the IFOAM Accreditation Programme. IFOAM is the worldwide movement for organic agriculture.'
or
'AsureQuality 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, AsureQuality may serve notice in writing, specifying the breach and requiring the same to be remedied or otherwise resolved to the satisfaction of AsureQuality 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 AsureQuality within the time so specified or if the breach shall be incapable of remedy, AsureQuality 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.
- 6.3. Refer also to the AsureQuality Terms and Conditions that include additional infringement and sanction procedures.

7. Termination

Use of the IFOAM seal is conditional on AsureQuality maintaining its accredited status. In case AsureQuality 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.

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.

Signed by:

FOR AND ON BEHALF OF

LICENSEE

DATE

ASUREQUALITY LIMITED



.....
Samuel Brooks - Business Manager Food & Dairy

