

**Sub Licensee Contract to regulate the use of the IFOAM Accredited seal
in conjunction with Bioagricert seal (ref. annex 4 Ifoam Seal contract)
version 16/06/2014**

This agreement regulate the engagements between:

Bioagricert srl via dei Macabracchia, 8 40033 Casalecchio di Reno (BO) Italy; is registered in Bologna and is hereinafter referred to as the Certification Body (CB)

and Certified Operator

Name:

Address:

1. Standard clauses.

This contract is considered as annex of the related contract "Protocol of Agreement" (Protocollo d'Intesa) in force between the Operator and Bioagricert srl. For the standard clauses in a licensing agreement such as Parties, Recitals, Indemnity, Disclaimer, Notices, refer to the mentioned contract in force.

2 Definitions

- **CB symbol:** The CB symbol is the symbol of [Bioagricert]. It is property of [Bioagricert]
- **IFOAM logo:** it is the logo of the International Federation of Organic Agriculture Movements. It is property of IFOAM.
- **IFOAM seal:** consists of the logo of IFOAM together with the word 'accredited'. It is property of IFOAM. IFOAM seal is designed in a standard form, which is the only form to be used
- The **BIOAGRICERT symbol with IFOAM seal** is the combination of the certifier's symbol with the IFOAM seal. It is attached as **Annex 1**. 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.

3 Norms to be applied

This agreement is as an annex to the certification contract Protocol of Agreement (Protocollo d'Intesa) in force. The Certified Operator agrees to respect and apply the rules provided by:

- the Sub Licensee Contract
- The Bioagricert certification procedures for the voluntary scheme of certification "Ifoam Accredited"
- The procedure for the use of the *Bioagricert- Ifoam accredited mark*
- The Bioagricert Regulation for certification

4 Use of the IFOAM seal and Design

Any use of the IFOAM logo or IFOAM seal by the operator is deemed to be subject to the terms of this license. The IFOAM logo is supplied with the Seal Licensing Agreement in digital form and must be used without alteration.

- The IFOAM seal shall appear with the logo of Bioagricert.
- The IFOAM seal is a combination of the IFOAM logo and the word 'accredited'
- The IFOAM logo may however 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.
- The IFOAM logo may also be used in black where this is more appropriate.
- 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.
- The IFOAM seal shall not be framed or boxed.

Operator pledges to duly inform his/her packaging designer of these rules and of any changes that may appear therein.

5 Ownership and rights

5.1 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.

5.2 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.

5.3 Bioagricert trademark is property of Bioagricert.

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6. Guidelines for the use of the IFOAM seal with the certification body's logo, on packaged product

The Operator agrees to comply with the following requirements:

- 6.1. The IFOAM Seal is to be used exclusively in conjunction with the logo of Bioagricert and shall be compliant with the rules specified in **section 4 and Annex 1**.
- 6.2. The IFOAM Seal is to be used exclusively in conjunction with the logo of Bioagricert and can be used if the licensee subscribes the Sub Licensee Contract for use of the IFOAM Accredited seal.
- 6.3. 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 Bioagricert. **This means only products certified under the Bioagricert-Ifoam Accredited scheme.**
- 6.4. The IFOAM seal is to be used only on products in the categories where Bioagricert is accredited.

Currently, Bioagricert is accredited for:

- Crop production
- Processing
- Input manufacturing
- 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. Certification activities of Bioagricert which are not covered by the accreditation may not carry the IFOAM seal.

Bioagricert 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. Operators who have signed this licensing agreement with Bioagricert may use the IFOAM seal on product, for advertising and for merchandising.

7. On-product statements regarding the IFOAM seal

7.1 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.

7.2 If the certifier and/or operator wish to explain the phrasing 'IFOAM accredited' the following or substantially similar descriptive statement may be made: 'BIOAGRICERT' is accredited by the IFOAM Accreditation Programme. **"IFOAM is the world wide movement for organic agriculture"**

or

"BIOAGRICERT' 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.

8. Infringement

Bioagricert exercises a control over ownership, use and display of licenses, certificates and logos.

Improper use (e.g. irregular use of Bioagricert trademark and Logo IFOAM; incorrect references to the certification system; misleading use of licenses; false claims; printing or advertising mistakes; use of Bioagricert name or certification mark or certificates by uncertified parties; deceptive advertising) not followed by appropriate corrective actions can be punished with suspension or withdrawal of the certification and compensation for damages. False claims and the imitation of certificates and trademarks are legally prosecutable.

8.1. 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, in addition to what is foreseen in the Protocol of agreement already existing between the operator and Bioagricert, this last : may serve notice in writing, specifying the breach and requiring the same to be remedied or otherwise resolved to the satisfaction of Bioagricert within a period of not more than sixty (60) days.

8.2. If the breach is not remedied or otherwise resolved to the satisfaction of Bioagricert within the time so specified or if the breach shall be incapable of remedy, Bioagricert 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.

9) Termination

Use of the IFOAM seal is conditional on [Bioagricert] maintaining its accredited status. In case Bioagricert 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.

10) 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.

Date:

Place

Signatures (The Firm Responsible)

Bioagricert srl

Bioagricert srl via dei Macabracchia, 8 – 40033

Casalecchio di Reno (BO) Tel 051/562158 Fax 051/564294 www.bioagricert.org info@bioagricert.org

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Annex 1

**IFOAM Accredited seal
in conjunction with Bioagricert seal - FOOD**



The IFOAM logo will be supplied in digital form and must be used without alteration.

**IFOAM Accredited seal
in conjunction with Bioagricert seal – INPUTS**



The IFOAM logo will be supplied in digital form and must be used without alteration.