

1. All projects, products, operations certified under NPOP certification by Getcert Pvt. Ltd. and granted license to use Mark of Conformity (India Organic Logo) are required to follow the “Regulations Governing Use of the Certification Trade Mark i.e. India Organic Logo” as prescribed in Chapter 6 of NPOP standard.
2. A trademark – “India Organic” will be granted on the basis of compliance with the National Standards for Organic Production (NSOP). Communicating the genuineness as well as the origin of the product, this trademark will be owned by the Government of India. Only such exporters, manufacturers and processors whose products are duly certified by the accredited Certification Bodies, will be granted the license to use of the logo which would be governed by a set of regulations. The design and specifications of India Organic Logo are prescribed in Chapter 6 of NPOP.

### **3. REGULATIONS FOR GRANT OF LICENSE TO USE CERTIFICATION MARK FOR ORGANIC PRODUCTS**

- a. In pursuance to National Standards for the Organic Production of November 2014, and the modifications and additions that may in the future be made thereto, the following regulations, which include any modifications and additions thereto, shall apply for grant license to use of India Organic Logo only on the certified products produced, processed, packed and labelled as per the National Standards for Organic Production.
  - i. Short Title and Commencement - (i) these regulations may be called the Organic Products Certification Mark Regulations, 2014.

#### **b. Definitions:**

- i. “Applicant” means any manufacturer, processor, exporter who applies to the Accredited Certification Body (here Getcert Pvt. Ltd.) for grant of a licence to use India Organic Logo.
- ii. “Certification Trade Mark” means the India Organic Logo as shown in Chapter 6 of NPOP.
- iii. “Accredited Certification Body” shall mean an agency accredited and authorized by NAB to operate and promote the NPOP on behalf of the NAB (here Getcert Pvt. Ltd.)
- iv. “Licensee” shall mean an applicant who has been granted the licence to use the India Organic Logo.
- v. “National Accreditation Body (NAB)” means a body appointed by the National Steering Committee constituted under the National Program for Organic Production by the Government of India.
- vi. “National Steering Committee” (NSC) is the committee responsible for the implementation and administration of the NPOP and comprises members from APEDA, Tea Board, Spices Board, Coffee Board, Ministry of Agriculture etc. and may include any other body as may be notified from time to time.
- vii. National Programme for Organic Production (NPOP) refers to a programme of the Government of India which provides for an institutional mechanism for implementation of the National Standards for Organic Production.

- viii. “National Standards for Organic Production” shall refer to standards contained in the National Programme for Organic Production.
- ix. “Regulations” shall refer to the instant regulations governing use of the India Organic Logo, as amended from time to time by the NAB. The regulations are open to public inspection in the same way as the Indian Register of Trade Marks is open to public inspection, any amendment of the regulation is not effective until the amended regulation have been accepted by the Indian Registrar of Trade Marks.

**c. Proprietorship of India Organic Logo and Authorized Users**

- i. A product will be allowed to be exported as “Organic Product” only if it is produced, processed and packed under the Certification Trade Mark issued by Accredited Certification Bodies authorized by the NAB, constituted under the provisions of the NPOP.
- ii. NAB is the sole, absolute, and exclusive owner of the Certification Trade Mark. The Accredited Certification Bodies are agents of the NAB. The relationship between NAB and the Accredited Certification Bodies is governed by the terms of an Agency Agreement entered into between the Parties. A sample Agency Agreement is attached hereto and marked as Exhibit B. Nothing in these Regulations modifies the terms of the Agency Agreement.
- iii. The Accredited Certification Body, while granting certification to an Applicant is merely acting as an agent of the NAB and any certification conferred on such Applicant is deemed to have been ultimately conferred and authorized by NAB.
- iv. A license to use the Certification Trade Mark may be revoked if the licensee
  - 1. challenges the validity of the Certification Trade Mark; or
  - 2. challenges NAB as the sole, absolute, and exclusive owner of all right, title, and interest in the Certification Trade Mark , and the goodwill associated therewith; or
  - 3. takes any action, which would impair the rights of NAB in and to the Certification Trade Mark or the goodwill associated therewith.
- v. A license granted to an Applicant to use the Certification Trade Mark in India is a privilege bestowed at will and does not constitute a legally enforceable right, title or interest. At all times this permission is subject to the rights, duties, and restrictions contained in the Regulations. By accepting Certification, the Licensee acknowledges and accepts that:
  - 1. Grant of a license to use the Certification Trade Mark is not an assignment or grant of any right, title or interest in or to the Certification Trade Mark.
  - 2. No right, title or interest in or to the Certification Trade Mark can be acquired or claimed by virtue of the permission granted herein or through any use of the Certification Trade Mark;
  - 3. All goodwill deriving from use of the Certification Trade Mark inures to and for the benefit of NAB; and
  - 4. NAB is the sole, absolute, and exclusive owner of the Certification Trade Mark.

- vi. NAB through the Accredited Certification Body(s) shall maintain a register of the licensees who are authorized to use the Certification Trade Mark

**d. Manner of Applying for License –**

- i. Every application for the grant of a license shall be made to Getcert Pvt. Ltd. in Form-1 as prescribed in NPOP time to time.
- ii. Every application for a license shall be accompanied by a statement furnishing in detail any scheme of inspection and testing, which the applicant maintains or has been in use or proposes to maintain or to put into use and which is designed to regulate, during the course of manufacture or production, the quality of the product or process for which the license is applied for.
- iii. Every application shall be signed in the case of an individual, by the applicant or, in the case of a firm, by the proprietor, partner of the firm or by any other person authorized to sign any declaration on behalf of the firm. The name and designation of the person signing the application shall be recorded legibly in the space set apart for the purpose in the application form.
- iv. Every application for a license shall, on receipt by the Getcert Pvt. Ltd., be numbered in order of priority of the receipt and be acknowledged.
- v. Getcert Pvt. Ltd. may call for any supplementary information or documentary evidence from any applicant in support of or to substantiate any statement made by him in his application, within such time as may be directed by Getcert Pvt. Ltd. and noncompliance with such direction may have the effect of the application being summarily rejected by Getcert Pvt. Ltd.
- vi. Apart from that before the grant of license, Getcert Pvt. Ltd. may-
  1. require evidence to be produced that the product or process in respect of which a licence has been applied for conforms to the standards and specifications set out in the National Programme for Organic Production (hereinafter NPOP) and the National Standards for Organic Production (hereinafter NSOP);
  2. require evidence to be produced that the applicant has in operation a scheme of routine inspection and testing, which will adequately ensure that all marked products or process shall conform to the standards and specifications set out in the NPOP and the NSOP;
  3. require all reasonable facilities to be provided to an inspector of Getcert Pvt. Ltd. to inspect the farms, processing units, office, workshop, testing laboratories or go-downs and any other premises of the applicant and to draw and test a sample or samples for the purpose of verifying the evidence produced by the applicant under clause (1) or clause (2) or both;
  4. for the purpose of clause (1), direct the applicant to submit samples to such testing authority as Getcert Pvt. Ltd. may consider appropriate. The expenses for testing shall be borne by the applicant; and

5. On the basis of any report received under clause (3) or clause (4) or both, the Getcert Pvt. Ltd. may, as deemed fit, require the applicant to carry out such alterations in, or in addition to, the process of manufacture or production in use by the applicant.

**e. Grant of License –**

- i. If Getcert Pvt. Ltd., after evaluation, is satisfied that the applicant or Licensee having regard to requisite skill, resources, production, processing previous performance & antecedents relevant to the issuance of the license is fit to use India Organic Logo, Getcert Pvt. Ltd. shall grant a license in Form 2 authorizing the use Of India Organic Logo in respect of the product or class of products manufactured by the applicant or Licensee in respect of the process employed in any production, manufacture or work, subject to such terms and conditions as specified in these regulations. Getcert Pvt. Ltd. shall intimate the applicant about grant of license. A declaration shall be given by the licensee in Form 3.
- ii. The Applicant shall be entitled to use India Organic Logo and restrict his use thereof to goods or services, which will meet the norms and standard specification of the products set by NPOP. India Organic Logo may be affixed to the products and/or used on packaging or promotional material or in the context of advertising activities after prior permission obtained from Getcert Pvt. Ltd.
- iii. In the event of a withdrawal of the right to use India Organic Logo the certificate or the License shall be returned to Getcert Pvt. Ltd.. The right to use India Organic Logo expires at the same time without giving rise to any indemnification claim against NAB and/or Getcert Pvt. Ltd.
- iv. The Applicant is entitled to India Organic Logo in accordance with the regulations given in NPOP governing its use but shall be responsible for the safety of their products themselves. They shall furnish proof of holding sufficient product liability insurance in respect thereof, if asked required by Getcert Pvt. Ltd. No liability whatsoever will be accepted by Getcert Pvt. Ltd. or designated accredited body in case of failure of the above clause.
- v. Where the application for a licence is made by a person, whose licence is cancelled by Getcert Pvt. Ltd. due to furnishing of incorrect information or use of India Organic Logo in relation to any product other than that for which it has been granted license, he shall not be eligible to reapply for a period of time as determined by Getcert Pvt. Ltd. having regard to the facts and circumstances of each case. In any event, such period shall not exceed one year.
- vi. A license shall be granted on Form 2 prescribed in the NPOP from time to time for a period of one year and a declaration licensee shall be given on Form 3.
- vii. Getcert Pvt. Ltd. may by giving one month's notice to a Licensee, alter any terms and conditions subject to which the licence has been granted during the validity of the licence.
- viii. Where Getcert Pvt. Ltd., after a preliminary inquiry, is of the opinion that a licence should not be granted, it shall give a reasonable opportunity to the applicant of being heard, either in person

or through a representative authorized by him on his behalf, and may take into consideration any fact or explanation urged on behalf of the applicant before rejecting the application.

- ix. Prior to grant of licence, the applicant shall sign an undertaking to the effect that he will make no claim, direct or implied, that the licence to be granted relates to any products or processes other than those that will be set out in the licence.
- x. After grant of licence, the licensee use India Organic Logo to the products and publicity material as directed by the regulations for the use of India Organic Logo laid down by NPOP and as authorized by Getcert Pvt. Ltd.

**f. Conditions of a Licence:**

- i. At all times complies with these Regulations cited in Chapter 6 of NPOP as amended from time to time, uses Getcert Pvt. Ltd. certification logo in accordance with the conditions defined in the procedure, only in respect of the production and supply of products that are subject to the certification of registration from the address stated on the certificate.
- ii. Maintains and documents operating procedures in accordance with the requirements of NPOP and makes available copies of all or any part of the documented system as and when Getcert Pvt. Ltd. require it for reference purposes.
- iii. Does not change the system of production, processing or manufacture under which the certificate of registration is issued during the period of its validity unless the holder gives Getcert Pvt. Ltd. a notice in writing of the intention to do so and receives confirmation in writing from Getcert Pvt. Ltd., that such variations do not render the certificate invalid.
- iv. India Organic Logo shall be applied in such manner as it may be easily visible as a distinct mark on the products or the packaging or on test certificates relating to articles which cannot be labeled or covered. India Organic Logo shall be applied to only such types, grades, classes, varieties, sizes of the products for which the licence has been granted. The manner in which the licensee proposes to place or use India Organic Logo, must be approved by Getcert Pvt. Ltd.
- v. When a India Organic Logo has been specified in respect of an article or process, no person other than the licensee in possession of a valid licence shall make any public claim, through any advertisement, sales promotion leaflets, pricelists or the like, that his product conforms to the relevant standard or carries the India Organic Logo.
- vi. Every licensee shall institute and maintain, to the satisfaction of Getcert Pvt. Ltd., a system of control to keep up the quality of his production or process by means of a scheme of testing and inspection, so as to ensure that the articles or process, in respect of which India Organic Logo is being used, comply with the relevant norms and procedures of Getcert Pvt. Ltd. and the NPOP.
- vii. The licensee shall maintain a complete record of the tests and inspection and such other data as specified in the scheme for testing and inspection, to establish to the satisfaction of Getcert Pvt. Ltd. that the required control of production or process has been and is being satisfactorily maintained. Such records shall, on demand, be made available for inspection to Getcert Pvt. Ltd.

**4. Suspension of Use of Logo**

- a. Any license granted by Getcert Pvt. Ltd. may be suspended or cancelled by it, if it is satisfied:-
  - i. that the products marked with India Organic Logo under a license do not comply with the related norms and procedures of NPOP and Getcert Pvt. Ltd.; or
  - ii. that the licensee or applicant had used India Organic Logo in respect of a process which does not comply with the related procedure and specification of NPOP; or
  - iii. that the licensee or applicant failed to provide reasonable facilities to Getcert Pvt. Ltd. enable them to discharge the duties imposed on them; or
  - iv. that the licensee or applicant has failed to comply with any of the terms and conditions of the license.
- b. Before Getcert Pvt. Ltd. suspends or cancels any license, it shall give the licensee not less than 14 days' notice of its intention to suspend or cancel the license.
- c. On the receipt of such notice, the licensee may submit an explanation on his behalf to Getcert Pvt. Ltd. within fourteen days from the receipt of the notice. If a satisfactory explanation is submitted, Getcert Pvt. Ltd. may consider the explanation and give a hearing to the licensee within fourteen days from the date of receipt of such explanation or before the expiry of the notice whichever is longer.
- d. If no explanation is submitted, Getcert Pvt. Ltd. may, on the expiry of period of the notice, suspend or cancel the license by addressing a written note within 14 days of the expiry of the period stipulated for submission of explanation.
- e. Where a license has been suspended or cancelled, the licensee shall discontinue forthwith the use of India Organic Logo notwithstanding the pendency, of any appeal before an arbitrator and if there be, with the licensee or his agents, any articles in stock which have been improperly marked, the licensee or his agents, as the case may be, shall take necessary steps to get India Organic Logo on such articles either removed, cancelled, defaced or erased.
- f. When a license has been suspended or cancelled, Getcert Pvt. Ltd. shall so advise the licensee in writing and publish such a suspension or cancellation in a manner as found appropriate by Getcert Pvt. Ltd.

**5. Surveillance and regular review-**

- a. The grant of license shall be followed by surveillance visits wherever necessary. The frequency and extent of visits are documented by Getcert Pvt. Ltd. (Please refer SOP for additional inspection)
- b. The surveillance visits may be without notice to the licensee to ensure that the systems and procedures already assessed are being maintained.
- c. The special reassessment visit shall be necessary where a licensee fails to observe the conditions of the license or where there have been significant changes in the organization of the licensee. The licensee shall be liable for the costs of such special visits.

**6. Obligations of the licensee-**

A licensee on grant of a license to use of India Organic Logo shall:

- a. at all times comply with the requirements of the license as set out therein and comply with these regulations or any amendments hereto.
- b. only claim that he is holding a license in respect of the capability which is the subject of the license and which relates to the products or processes in accordance with the license requirements.
- c. not use the license in any manner to which designated Accreditation Agency may object and shall not make any statement concerning the authority of the Licensee's use of the license which in the opinion of Getcert Pvt. Ltd. may be misleading,
- d. submit to Getcert Pvt. Ltd. for approval of the form in which he proposes to use his license or proposes to make references to the license.
- e. upon suspension or termination of the license, however determined, discontinue its use forthwith and withdraw all promotional and advertising matter which contains any reference thereto,
- f. Permit access to the inspector of Getcert Pvt. Ltd. for purposes of assessment, audit or surveillance. The licensee shall give full details of all actions taken in response to field problems arising from allegations of defects in products or processes covered in the license and allow the inspector of Getcert Pvt. Ltd. access to all relevant records and documents for the purpose of verifying such details.
- g. Be required to produce evidence of continuing operations for the products or processes covered by the license. Licensee shall notify Getcert Pvt. Ltd. in writing of discontinuance in such operations exceeding three months. Discontinuance of a license in excess of six months or more may lead to cancellation of license. In such cases, application shall be lodged with Getcert Pvt. Ltd. and an assessment visit will be necessary prior to grant of a new license,
- h. Pay all financial dues to Getcert Pvt. Ltd. in the manner prescribed by it, even for the period of discontinuance or suspension of license.

#### **7. Surrender of Licence:**

- a. A licence may be surrendered by the licensee at any time in writing to Getcert Pvt. Ltd. In the case of surrender, the licensee shall return the licence with all the related documents to Getcert Pvt. Ltd. and thereon shall not use or refer the certification mark and Getcert Pvt. Ltd. logo on the products, label, document or advertisement. Getcert Pvt. Ltd. will inform accreditation body about the same.
- b. If, at any time, there is some difficulty in maintaining the conformity of the product or articles to the specification or if the testing equipment goes out of order, the marking of the product shall be stopped by the licensee, under intimation to Getcert Pvt. Ltd. The marking may be resumed as soon as the defects are removed and information regarding such resumption of marking be sent to Getcert Pvt. Ltd., immediately thereafter.
- c. If, at any time, Getcert Pvt. Ltd. has sufficient evidence that the product carrying India Organic Logo may not be conforming to designated norms and procedures, the licensee shall be directed to stop the marking of such product. The resumption of marking on the product shall be permitted by Getcert Pvt. Ltd. after satisfying itself that the licensee has taken necessary actions to remove the deficiencies.

- d. The decision of Getcert Pvt. Ltd. for arriving at such decision shall be communicated, in writing by registered post, to the applicant or the licensee, as the case may be. Such decision can be revoked only after demonstration of compliance to NPOP standard requirements by the operator and validation by Getcert Pvt. Ltd. through additional inspection. Such additional inspections will be chargeable to the accounts of the licensee.
- e. An inspection, specially made at the request of an applicant or a licensee, shall be chargeable to the account of the applicant or the licensee. Charges for such special inspection or inspections shall be such as may be decided by Getcert Pvt. Ltd.
- f. When the designated norms and procedures of Getcert Pvt. Ltd. are withdrawn and not superseded by any other norms and procedures, any licence issued in respect thereof shall be deemed to have been cancelled from the date of withdrawal of such designated norms and procedures as stated above and any such licence shall be forthwith surrendered to Getcert Pvt. Ltd. by the licensee. In the case of such cancelled licence, a part of the licence fee, if paid in advance, proportionate to the unexpired period of the licence shall be adjusted against any future fee payable by the licensee or the said part of the licence fee can be refunded depending on the decisions of Getcert Pvt. Ltd.

#### **8. Powers of Certification Body (Getcert Pvt. Ltd.):**

Getcert Pvt. Ltd. may at its discretion:

- a. Refuse to grant a licence or extend its scope or cancel or alter so as to reduce the scope of the licence provided that the refusal, cancellation or alteration is a recommendation of the inspector of Getcert Pvt. Ltd. as to which a decision by the committee constituted by Getcert Pvt. Ltd. shall be conclusive. The refusal to renew or cancel a licence for failure to discharge its obligations shall be based on the report of the inspector of Getcert Pvt. Ltd. on assessment/audit during surveillance and regular review. Such decisions shall be communicated to the licensee in writing;
- b. Getcert Pvt. Ltd. shall be entitled to suspend a licence if there are sufficient grounds of non-compliance of the following:
  - i. if surveillance by Getcert Pvt. Ltd. proves nonconformity to the relevant requirements, but immediate termination is not considered necessary;
  - ii. if improper use of the licence, related documents, is not remedied to the satisfaction of Getcert Pvt. Ltd.;
  - iii. if there has been any contravention of the procedures set out by Getcert Pvt. Ltd.;
  - iv. if the licensee fails to meet financial obligations to Getcert Pvt. Ltd.; and
  - v. on any other grounds specifically provided for under the procedures, rules or formally agreed between the licensee and Getcert Pvt. Ltd.
- c. Where a licence has been suspended or cancelled on the expiry of the period of its validity, the licensee shall forthwith discontinue the use of the licence notwithstanding the pendency of any appeal and shall return the licence and related documents to Getcert Pvt. Ltd.



- d. Where the licensee is unable, in a reasonable period of time, to rectify any deficiencies, which makes the licensee unable to comply with the requirements of this scheme, the licence may be cancelled. Cancellation of the licence in such case shall require the licensee to lodge a fresh application followed by the procedure prescribed in these regulations for the grant of a new licence.

**9. Misuse of license-** The licensee shall be deemed to have misused the license, if he does not cease to display or otherwise use the license for use of India Organic Logo immediately after:

- a. Surrender of license, suspension or cancellation,
- b. The licensee has failed to implement changes as advised by Getcert Pvt. Ltd.

**10. Publicity:**

- a. Getcert Pvt. Ltd. shall maintain a list of licensees and make it available to APEDA; such list shall be updated periodically;
- b. The licensee shall inform potential customers, purchasers or purchasing authorities of the full and exact details of the licence;
- c. The licensee shall display the licence in his premises;
- d. The licensee shall make use of India Organic Logo as authorized;
- e. The licensee shall state in documentation brochures or through advertising media that the organization or location to which the licence applies have been assessed and approved by Getcert Pvt. Ltd. In such advertisement the standards pertaining to the products or process for which a licence has been granted is to be stated and a higher level of approval than granted is not to be implied;
- f. An applicant who has been granted a licence for India Organic Logo shall not claim or imply that the product manufactured by him has been certified or approved by Getcert Pvt. Ltd. unless he is holding a valid licence for that product under the recognized product certification scheme of the NAB.