

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 7 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 7 of NPOP.

3. CONCEPT OF ORGANIC LOGO

Symbolizing the rhythm of cosmic and earth forces represented by the blue and coral waves of force and energy, ‘India Organic’ logo celebrates the essence of nature. These forces work in harmony upon the earth’s environment and this rhythm is reinforced and supported by the green plant growth. The colours used have a special significance in the logo concept. The cosmic force in blue symbolizes universal purity. The plant in green uses the colour of nature and natural products untouched by chemicals. The blue background is symbolic of earth’s environment that is congenial for life to thrive in and is also free of pollution and harmful chemicals. India Organic etched over the surface authenticates the carrier as “Organic” and also establishes the Indian connection for all the carriers of the mark. Words “Jaivik Bharat” are etched at the bottom in devnagri and roman script to re-affirm India’s resolution to promote Organic Farming practices. Beautifully synthesizing all the elements of our environment, the logo also communicates total adherence to the National Organic Standards.

4. REGULATIONS GOVERNING USE OF THE CERTIFICATION TRADEMARK ‘INDIA ORGANIC LOGO

The following regulations, which include any modifications and additions thereto, shall apply for grant of a license for use of the Certification Trademark only on the

certified products produced, processed, packed, and labelled as per the National Standards for Organic Products.

Short Title and Commencement– (1) These regulations may be called the India Organic Certification Trademark Regulations, 2024.

4.1 Definitions:

- a. “Applicant” means any manufacturer, processor, exporter who applies to the Certification Body for grant of a license to use the Certification Trademark.
- b. “Certification Trademark” means the India Organic logo as shown in Regulation 7.2(i) of Chapter 7 of NPOP.
- c. “Certification Body” shall mean an agency accredited and authorized by NAB to operate and promote the NPOP on behalf of the NAB.
- d. “Licensee”/ “Authorized User” shall mean an applicant who has been granted the license to use the Certification Trademark.
- e. “National Accreditation Body (NAB)” means a body appointed by the National Steering Committee constituted under the National Programme for Organic Production by the Government of India.
- f. “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.
- g. 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.
- h. “National Standards for Organic Production” shall refer to standards contained in the National Programme for Organic Production.
- i. “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 Trademarks 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 Trademarks.

- j. All other words and expressions used in the Regulations and not defined herein shall have the ordinary meanings assigned in the English language.

4.2 Use of the India Organic Logo; Authorized Users:

- a. A product will be allowed to be exported as “Organic Product” only if it is produced, processed and packed under the Certification Trademark issued by Certification Bodies authorized by the NAB, constituted under the provisions of the NPOP.
- b. Ministry of Commerce & Industry is the sole, absolute, and exclusive owner of the Certification Trademark. The Certification Bodies are agents of the Ministry of Commerce & Industry. The relationship between Ministry of Commerce & Industry and the Certification Bodies is governed by the terms of an Agency Agreement entered into between the Parties.
- c. The Certification Body (Getcert Pvt. Ltd.), while granting certification to an applicant is merely acting as an agent of the Ministry of Commerce & Industry and any certification conferred on such applicant is deemed to have been ultimately conferred and authorized by Ministry of Commerce & Industry.

4.3 Revocation of License: A license to use the Certification Trademark may be revoked if the licensee:

- a. Challenges the validity of the Certification Trademark; or
- b. Challenges the Ministry of Commerce & Industry as the sole, absolute, and exclusive owner of all right, title, and interest in the Certification Trademark, and the goodwill associated therewith; or
- c. Takes any action, which would impair the rights of Ministry of Commerce & Industry in and to the Certification Trademark or the goodwill associated therewith.

4.4 A license granted to an applicant to use the Certification Trademark 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 cited in Chapter 7 of NPOP. By accepting Certification, the Licensee acknowledges and accepts that:

- a. Grant of a license to use the Certification Trademark is not an assignment or grant of any right, title or interest in or to the Certification Trademark.
- b. No right, title or interest in or to the Certification Trademark can be acquired or claimed by virtue of the permission granted herein or through any use of the Certification Trademark;
- c. All goodwill deriving from use of the Certification Trademark inures to and for the benefit of the Ministry of Commerce & Industry; and
- d. The Ministry of Commerce & Industry is the sole, absolute, and exclusive owner of the Certification Trademark.

4.4.1 Register of Licensee/Authorized User: NAB through the Certification Body(s) shall maintain a register of the licensees/authorized users who are authorized to use the Certification Trademark.

5. Manner of Applying for License

- a. Every application for the grant of a license to use the Certification Trademark shall be made to Getcert Pvt. Ltd. on Form 1 prescribed in Chapter 7 of NPOP.
- b. 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.
- c. 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 or the managing director 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.
- d. Every application for a license shall, on receipt by Getcert Pvt. Ltd., be numbered in the order of priority of the receipt and be acknowledged.
- e. 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 nonconformity with such direction may have the effect of the application being summarily rejected by Getcert Pvt. Ltd..

- f. On receipt of an application for a license and before granting a license, Getcert Pvt. Ltd. may:
- i. Require evidence to be produced that the product or process in respect of which a license has been applied for conforms to the standards and specifications set out in the NPOP and the NSOP;
 - ii. 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;
 - iii. 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 godowns 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 (i) or clause (ii) or both above;
 - iv. For the purpose of clause (i), 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
 - v. On the basis of any report received under clause (iii) or clause (v) or both, 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.

6. Granting the license: If, after having regard to requisite skill, resources, production, processing previous performance and antecedents relevant to the issuance of the license, Getcert Pvt. Ltd., is satisfied that the applicant is fit to use the Certification Trademark, Getcert Pvt. Ltd. shall grant a license in Form 2 authorizing the use of the Certification Trademark in respect of the product or class of products manufactured by the applicant in respect of the process employed in any production, manufacture

or work, subject to such terms and conditions as specified in NPOP regulations. Getcert Pvt. Ltd. shall intimate the applicant about grant of license.

- a. The applicant shall be entitled to use the Certification Trademark and restrict its use to such products or services, which will meet the norms and standard specifications of the products, set out in the NPOP. The Certification Trademark 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.
- b. In the event of a withdrawal of the right to use the aforesaid Certification Trademark, the certificate or the license shall be returned to Getcert Pvt. Ltd.. The right to use the Certification Trademark expires at the same time without giving rise to any indemnification claim against the NAB and/or Getcert Pvt. Ltd..
- c. The applicant is entitled to use the aforesaid Certification Trademark in accordance with Regulations cited in Chapter 7 of 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. in case of failure to this clause by the client.
- d. Where the application for a license is made by a person, whose license is cancelled by Getcert Pvt. Ltd. due to furnishing of incorrect information or use of the Certification Trademark 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.
- e. 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 by licensee shall be given on Form 3.
- f. The Getcert Pvt. Ltd. may by giving one month's notice to a Licensee, alter any terms and conditions subject to which the license has been granted during the validity of the license.
- g. Where Getcert Pvt. Ltd., after a preliminary inquiry, is of the opinion that a license 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.

h. A license shall expire at the end of the period for which it is granted.

7. Conditions of the License:

- a. The Certification Trademark 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 labelled or covered. The Certification Trademark shall be applied to only such types, grades, classes, varieties, sizes of the products for which the license has been granted. The manner, in which the licensee proposes to place or use the Certification Trademark, must be approved by Getcert Pvt. Ltd..
- b. When a Certification Trademark has been specified in respect of an article or process, no person other than the licensee in possession of a valid license shall make any public claim, through any advertisement, sales promotion leaflets, pricelists or the like, that his product conforms to the relevant Certification Trademark or carries the Certification Trademark.
- c. 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 the Certification Trademark is being used, comply with the relevant norms and procedures of Getcert Pvt. Ltd. and the NPOP.
- d. 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.
- e. Does not change the system of production, processing or manufacturing under which the certificate 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 receive

confirmation from Getcert Pvt. Ltd., that such variation do not render the certificate invalid.

- f. Any license granted by Getcert Pvt. Ltd. may be suspended or cancelled by it, if it is satisfied:
 - i. that the products marked with the Certification Trademark under a license do not comply with the related norms and procedures as prescribed in the NPOP; or
 - ii. that the licensee had used the Certification Trademark in respect of a process which does not comply with the procedures and specifications prescribed in the NPOP; or
 - iii. that the licensee failed to provide reasonable facilities to Getcert Pvt. Ltd. to enable them to discharge the duties imposed on them; or
 - iv. that the licensee has failed to comply with any of the terms and conditions of the license.
- g. Before Getcert Pvt. Ltd. suspends or cancels any license, it shall give the licensee not less than fourteen days notice of its intention to suspend or cancel the license.
- h. On the receipt of such notice, the licensee may submit an explanation on its behalf to Getcert Pvt. Ltd. within fourteen days from the receipt of the notice. If an 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.
- i. 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 communication within 14 days of the expiry of the period stipulated in sub-paragraph (g) herein above.
- j. Where a license has been suspended or cancelled, the licensee shall forthwith discontinue the use of the Certification Trademark notwithstanding the pendency of any proceeding 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 agent as the case may be, shall take steps to get the Certification Trademark on such articles either removed, cancelled, defaced or erased.

- k. 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..
8. If at any times-
- a. 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.
 - b. the Getcert Pvt. Ltd. has sufficient evidence that the product carrying the Certification Trademark 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.
 - c. 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 verification by Getcert Pvt. Ltd. through additional inspection. Any such additional inspection will be chargeable to the account of the licensee.
 - d. 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..
 - e. When the designated norms and procedures of Getcert Pvt. Ltd. are withdrawn and not superseded by any other norms and procedures, any license 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 license shall be forthwith surrendered to such Getcert Pvt. Ltd. by the

licensee. In the case of such cancelled license, a part of the license fee, if paid in advance, proportionate to the unexpired period of the license shall be adjusted against any future fee payable by the licensee or the said part of the license fee can be refunded depending on the decisions of Getcert Pvt. Ltd..

9. The following procedures shall apply in the case of inspection in respect of any product or process where a license for the use of Certification Trademark in respect of that article or process has been issued, or an application has been made for a license.
- a. When Getcert Pvt. Ltd. proposes to inspect the process or product of an applicant, it shall, preferably, give reasonable notice of its visit to the applicant. However, where the v proposes to inspect the premises of a licensee, such notice is not necessary;
 - b. If during an inspection, Getcert Pvt. Ltd. wishes to take one or more samples of any product, material or substance, it shall do so in the presence of the applicant or a responsible person belonging to the establishment of the applicant, as the case may be;
 - c. The Getcert Pvt. Ltd. may at its discretion, and shall if the applicant or the responsible person belonging to the establishment demands it, take duplicate samples and give one sample to the applicant or such responsible person;
 - d. The Getcert Pvt. Ltd. may at its discretion, and shall if the applicant or the responsible person belonging to the establishment demands it, place each such sample in a covering and jointly seal each sample. In the case of samples drawn by Getcert Pvt. Ltd. which cannot be so sealed, such samples shall be marked with certain identification to establish their identity;
 - e. Impression of the seals and details of identification shall be given in Getcert Pvt. Ltd.'s report. The samples shall be labelled giving complete details; and
 - f. The Getcert Pvt. Ltd. shall give a receipt for a sample or samples taken and retain a duplicate copy of the receipt duly signed by the person in whose presence the sample was taken.

10. The Getcert Pvt. Ltd. may take samples of products marked with the Certification Trademark from the godowns or any such premises of any agent of the applicant or from the articles put up for sale in the open market by the applicant or its agent.
11. The Getcert Pvt. Ltd. shall arrange at least one inspection visit in a year in respect of each license granted. Getcert Pvt. Ltd. shall make a detailed report of every inspection made by it.

12. Fees:

- i. Every application for the grant of a license shall be accompanied by a fee payable to the NPOP Secretariat prescribed for this purpose by the NAB from time to time.
- ii. The application for grant of license to Getcert Pvt. Ltd. should be accompanied by the fee receipt.
- iii. No such fee or part thereof shall, in any circumstances, be refunded in any situation except otherwise provided herein.

13. Undertaking:

Prior to the grant of license, the applicant shall sign an undertaking to the effect that he will make no claim, direct or implied, that the license to be granted relates to any products or processes other than those that will be set out in the license.

14. Surveillance and regular review:

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

15. Use of Certification Trademark

- a. The licensee may use the Certification Trademark only as authorized by Getcert Pvt. Ltd..

- b. An applicant who has been granted a license for using the Certification Trademark for a certain product under NPOP regulations, shall use the license only for that particular product.

16. Publicity

- a. The Getcert Pvt. Ltd. shall maintain a list of licensees and make it available to APEDA;
- b. The list shall be updated periodically
- c. The licensee shall inform potential customers, purchasers or purchasing authorities of the full and exact details of the license;
- d. The licensee shall display the license in his premises;
- e. The licensee shall make use of the Certification Trademark as authorized;
- f. The licensee shall state in documentation brochures or through advertising media that the organization or location to which the license applies have been assessed and approved by Getcert Pvt. Ltd.. In such advertisement the standards pertaining to the products or process for which a license has been granted is to be stated and a higher level of approval than granted is not to be implied.

17. Obligations of the applicant: An applicant on grant of a license to use of the Certification Trademark shall:

- a. At all times comply with the requirements of the license as set out therein and comply with NPOP Regulations or any amendments thereto;
- b. Only claim that it 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 Getcert Pvt. Ltd. may object and shall not make any statement concerning the authority of the applicant's use of the license which in the opinion of Getcert Pvt. Ltd. may be misleading;
- d. Submit to Getcert Pvt. Ltd. for approval the form in which it proposes to use its 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. The 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, a new 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.

18. Surrender of License

A license 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 license with all the related documents to Getcert Pvt. Ltd..

19. Powers of the Certification Body (Getcert Pvt. Ltd.): Getcert Pvt. Ltd. may at its discretion:

- a. Refuse to grant a license or extend its scope or cancel or alter so as to reduce the scope of the license 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 license 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. The Getcert Pvt. Ltd. shall be entitled to suspend a license if there are sufficient grounds of non-compliance of the following:

- i. If surveillance by Getcert Pvt. Ltd. proves non- conformity to the relevant requirements, but immediate termination is not considered necessary;
 - ii. If improper use of the license, 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 license has been suspended or cancelled on the expiry of the period of its validity, the licensee shall forthwith discontinue the use of the license notwithstanding the pendency of any Appeal and shall return the license 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 license may be cancelled. Cancellation of the license in such case shall require the licensee to lodge a fresh application followed by the procedure prescribed in NPOP regulations for the grant of a new license.

20. Misuse of License:

- a. The licensee shall be deemed to have misused the license, if it does not cease to display or otherwise use the license for use of the India Organic Certification Trademark immediately after:
 - i. Surrender, suspension, withdrawal or termination of Accreditation under NPOP;
 - ii. Surrender, suspension or cancellation of license;
 - iii. The licensee has failed to implement changes as advised by Getcert Pvt. Ltd..
- b. In case of misuse of license for use of India Organic Certification Mark, the licensee shall be liable to be prosecuted as per applicable law.
- c. The applicant who has been granted a license for use of India Organic Certification Mark shall not claim the product product, produced, manufactured, handled by

him/her has been certified or approved by Getcert Pvt. Ltd. unless he/ she is holding a valid certificate issued by Getcet Pvt. Ltd. for the products certification/ attestation under NPOP.

21. Appeals:

- a. Any appeal arising from any order of Getcert Pvt. Ltd. under this Chapter 7 of NPOP shall lie before the National Accreditation Body (NAB) and shall be filed within 30 days from the receipt of such order. NAB may condone the delay, in cases where appeal has been filed after the expiry of 30 days if sufficient cause is shown.

Decision of the NAB while disposing the appeal shall be final and binding on parties thereto.