



ICEA

*Istituto per la Certificazione
Etica e Ambientale*

Istituto per la Certificazione Etica e Ambientale

document

FORM

M.RCIFOAM 09

Ed.01 Rev.02

Title:

CONTRACT FOR THE USE OF THE ICEA-IFOAM ACCREDITED CERTIFICATION TRADEMARK

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Borghi G.	Paparella G.	Bandieri R.	Paparella G.	Partial	06.12.06	2,3	01	02

This document, issued selectively, is a true copy of the original.

The original version, bearing the signatures of the authorized bodies, is deposited at the ICEA National Office in Bologna.

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The Organization that applies for the ICEA – IFOAM accredited certification

The undersigned _____

Born in _____ Prov. _____ on date _____

Tax number _____

Legal Representative of the firm _____

With head offices in _____ n. _____

Town _____ Prov. _____

VAT number _____

Hereby also named as: ORGANIZATION

As integration to the Regulations for the IFOAM-Accredited (RC IFOAM) certification already accepted, through the submission of the form APPLICATION FOR VOLUNTARY INSPECTION AND CERTIFICATION SERVICES FOR PRODUCTS FROM ORGANIC FARMING (M.RCIFOAM 01).

ACCEPTS AND WILL RESPECT THE FOLLOWING POINTS

1. DEFINITIONS

1.1 The **trademark ICEA** is a trademark of certification that is owned by the Institute for Ethical and Environmental Certification that authorizes the use of the trademark for products that obtain a certification in compliance with the Italian Organic Standards, according to what is stated in the Regulation for Certification (RC IFOAM).

1.2 The **IFOAM logo** is the institutional logo of IFOAM - International Federation of Organic Agriculture Movements. It is owned by IFOAM.

1.3 The **IFOAM Seal** is formed by the IFOAM logo together with the word "accredited". The IFOAM seal has a standard design; it is the only mandatory standard that the operator can use for labelling and packaging.

1.4 The **trademark with the IFOAM seal** is a combination of the identifying trademark of the ICEA certification program based on Italian Organic Standards. This is the only certification and accreditation trademark that the Organization is authorized to use on labels and product packaging.

2. GUIDELINES for the use of the IFOAM seal with the trademark ICEA

2.1 The Organization accepts to respect the following instructions:

- a) The IFOAM seal shall appear with the logo of the Certification Body.
- b) The IFOAM seal is the word "accredited" with the IFOAM logo
- c) The IFOAM logo is supplied with the Seal Licensing Agreement in digital form.
- d) The IFOAM logo may only be used without the globe if the letter "o" is smaller than 3 mm, or when the designer or printer deems that the globe in the "o" becomes blurred.
- e) The word accredited should be in the type style, "Arial," in capital letters and extra bold typeface, like: **ACCREDITED**.
- f) The word "accredited" should appear under the IFOAM logo and is of exactly the same width as the IFOAM logo.
- g) To maintain clarity, the IFOAM Seal should not be cluttered with other elements. For this reason an "exclusion zone" has been defined as 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.
- h) The IFOAM seal shall not be framed or boxed.
- i) To provide consistency of image, the IFOAM Seal shall be reproduced as black against a white or light-coloured background.

2.2 The organization will take care to inform the designer of the packaging about these rules and each change that could take place.

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2.3 ICEA has the right to ask for samples, documents or information on any product that is traded with the IFOAM Seal, and to control and review those products at any moment, to assure that the packaging, advertising, and presentation are compliant with the specifications in this contract.

3. OWNERSHIP AND RIGHTS

3.1. The operator recognizes the sole title of IFOAM for 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 logo in compliance with the image below:



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.

Graphic plants can be used for colours or B/N or other uniform colour, however, which allows the correct distinction of the logo's different graphic parts. Using unusual logo from those messengers at disposal from ICEA is forbidden.

Obtaining the logo from documents, or any other form of publication is forbidden. In case of reductions or enlargements, the dimensional proportions of the single logo and between different logos must always be respected.

4.3 The IFOAM seal may only be used on products certified under that certification program accredited by the IOAS and not under any other program operated by the certification Body. This means the IFOAM seal may only be used on products certified under the IFOAM Accreditation Program (RC.IFOAM).

4.4. The IFOAM seal is to be used only on products, the categories for which ICEA has been accredited. Currently, ICEA is accredited for:

- Crop production;
- Animal production;
- Processing;
- Wild products;
- Retail;
- Certification transference.

4.5 Certification activities of the control body ICEA that are not included in the accreditation are:

- Aquaculture products, Eco Bio Cosmetics, Cleaning and Textile. Possible updates will be communicated to the operators by the magazine, "Bioagricultura" and the web site, www.icea.info.

4.6 It is the duty of the Certification Body under its responsibility, to check that the conditions abovementioned are respected in the certification of each of these products.

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5. ON-PRODUCT STATEMENTS REGARDING THE IFOAM SEAL

5.1. The phrase, "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 or operator wishes to explain the phrase, "IFOAM accredited," the following or substantially similar descriptive statement may be made:

The Certification Body is accredited by the IFOAM Accreditation Program.

IFOAM is the world-wide movement for organic agriculture.

The Certification Body is accredited under the IFOAM Accreditation Program. 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, ICEA may serve notice in writing, specifying the breach and requiring the same to be remedied or otherwise resolved to the satisfaction of ICEA within a period of not more than 60 days.

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

7. TERMINATION

Use of the IFOAM seal is conditioned by ICEA's maintaining its accredited status. In case ICEA loses its accreditation for any reason or when its contract with the IOAS expires, the operator shall cease all use of the IFOAM seal on its packaging, within a period of six months.

8. REASSIGNMENT

Neither the benefit nor the burden of this Agreement can be assigned to any other party without mutual agreement in writing of both parties.

For ICEA

Voluntary Inspections Systems Manager (RCV)

Dott. Pulga Alessandro

For the Operator

Name and Surname of the Legal Representative _____ ***of***

the applicant Firm _____ ***according***

to the regulation for the IFOAM-Accredited certification- RC.IFOAM.

Date

Signature and Stamp