

CHAPTER 6

ORGANIC CERTIFICATION MARK

6.1 ORGANIC LOGO

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 licence to use of the logo which would be governed by a set of regulations.



6.2 SPECIFICATIONS

The Indian Organic Logo must comprise of the colour specifications listed below: -



C -70 M -10
Y -100 K -0



C -70 M -20
Y -100 K -10



C -10 M -0
Y -80 K -15



C -10 M -80
Y -80 K -0



C -55 M -15
Y -0 K -0

6.3 CONCEPT OF ORGANIC LOGO

Symbolizing the rhythm of cosmic and earth forces represented by the blue and brown 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. Richness of soil, nourished with natural ingredients in organic farming, is symbolized by the earth forces in golden brown. 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. Beautifully synthesizing all the elements of our environment, the logo also communicates total adherence to the National Organic Standards.

6.4 REGULATIONS GOVERNING USE OF THE CERTIFICATION TRADE MARK 'INDIA ORGANIC LOGO'

The following regulations, which include any modifications and additions thereto, shall apply for grant of a licence for use of the Certification Trade Mark 'INDIA ORGANIC LOGO' only on the certified products produced, processed, packed and labeled as per the National Standards for Organic Products.

6.4.1 Short Title and Commencement– (1) These regulations may be called the Organic Products Certification Trade Mark Regulations, 2014.

6.4.2 Definitions – In these regulations, unless the context otherwise requires-

- a. "Applicant" means any manufacturer, processor, exporter who applies to the Accredited Certification Body for grant of a licence to use the Certification Trade Mark.
- b. "Certification Trade Mark" means the India Organic logo as shown in Exhibit 'A' hereto.
- c. "Accredited Certification Body" shall mean an agency accredited and authorized by NAB to operate and promote the NPOP on behalf of the NAB.

- d. “Licensee” shall mean an applicant who has been granted the licence to use the Certification Trade Mark.
- e. “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.
- 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 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.
- j. All other words and expressions used in the Regulations and not defined herein shall have the ordinary meanings assigned in the English language.

6.4.3 Proprietorship of the India Organic Logo; Authorized Users

6.4.3.1 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.

- 6.4.3.2** 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.
- 6.4.3.3.** 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.
- 6.4.3.4** A license to use the Certification Trade Mark may be revoked if the licensee
- 6.4.3.5** challenges the validity of the Certification Trade Mark; or
- 6.4.3.6** 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
- 6.4.3.7** takes any action, which would impair the rights of NAB in and to the Certification Trade Mark or the goodwill associated therewith.
- 6.4.3.8** 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:
- 6.4.3.9** 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.
- 6.4.3.10** 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;

6.4.3.11 All goodwill deriving from use of the Certification Trade Mark inures to and for the benefit of NAB; and

6.4.3.12 NAB is the sole, absolute, and exclusive owner of the Certification Trade Mark.

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

6.5. Manner of Applying for Licence

6.5.1 Every application for the grant of a licence to use the Certification Trade Mark shall be made to the Accredited Certification Body on **Form 1** prescribed in the NPOP from time to time.

6.5.2 Every application for a licence 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 licence is applied for.

6.5.3 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.

6.5.4 Every application for a licence shall, on receipt by the Accredited Certification Body, be numbered in the order of priority of the receipt and be acknowledged.

6.5.5 The Accredited Certification Body 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 the Accredited Certification Body, and non-compliance with such direction may have the effect of the application being summarily rejected by the Accredited Certification Body.

6.5.6 On receipt of an application for a licence and before granting a licence, the Accredited Certification Body may

- a) 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);
- b) 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;
- c) require all reasonable facilities to be provided to an Inspector of the Accredited Certification Body 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 (a) or clause (b) or both;
- d) for the purpose of clause (a), direct the applicant to submit samples to such testing authority as Accredited Certification Body may consider appropriate. The expenses for testing shall be borne by the applicant; and
- e) On the basis of any report received under clause (c) or clause (d) or both, the Accredited Certification Body 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.

6.6 Grant of Licence

6.6.1 If, after having regard to requisite skill, resources, production, processing previous performance and antecedents relevant to the issuance of the licence, the Accredited Certification Body, is satisfied that the applicant is fit to use the Certification Trade Mark, the Accredited Certification Body shall grant a licence in **Form 2** authorizing

the use of the Certification Trade Mark 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 these regulations. The Accredited Certification Body shall intimate the applicant about grant of licence.

- (a) The Applicant shall be entitled to use the Certification Trade Mark 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 Trade Mark may be affixed to the products and/or used on packaging or promotional material or in the context of advertising activities.
- (b) In the event of a withdrawal of the right to use the aforesaid Certification Trade Mark, the certificate or the Licence shall be returned to the Accredited Certification Body. The right to use the Certification Trade Mark expires at the same time without giving rise to any indemnification claim against the NAB and/or the Accredited Certification Body.
- (c) The Applicant is entitled to use the aforesaid Certification Trade Mark in accordance with these Regulations governing its use.
- (d) Where the application for a licence is made by a person, whose licence is cancelled by the Accredited Certification Body due to furnishing of incorrect information or use of the Certification Trade Mark 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 the Accredited Certification Body having regard to the facts and circumstances of each case. In any event, such period shall not exceed one year.

6.6.2 A licence 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**.

6.6.3 The Accredited Certification Body 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.

6.6.4 Where the Accredited Certification Body, 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.

6.6.5 A licence shall expire at the end of the period for which it is granted.

6.6.6 Particulars of all licences issued by Accredited Certification Body under these Regulations in connection with the use of the Certification Trade Mark shall be entered in a register which shall be maintained by APEDA on behalf of the NAB.

6.7 Conditions of a Licence-

6.7.1 The Certification Trade Mark 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. The Certification Trade Mark 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 the Certification Trade Mark, must be approved by the Accredited Certification Body.

6.7.2 When a Certification Trade Mark 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 Certification Trade Mark or carries the Certification Trade Mark.

6.7.3 (a) Every licensee shall institute and maintain, to the satisfaction of the Accredited Certification Body, 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 Trade Mark is being used, comply with the relevant norms and procedures of the Accredited Certification Body and the NPOP.

(b)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 the Accredited Certification Body 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 the Accredited Certification Body.

6.7.4 (a) Any licence granted by the Accredited Certification Body may be suspended or cancelled by it, if it is satisfied:-

- i. that the products marked with the Certification Trade Mark under a licence do not comply with the related norms and procedures as prescribed in the NPOP; or
- ii. that the licensee had used the Certification Trade Mark 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 the Accredited Certification Body 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 licence.

(b) Before the Accredited Certification Body suspends or cancels any licence, it shall give the licensee not less than fourteen days notice of its intention to suspend or cancel the licence.

(c) On the receipt of such notice, the licensee may submit an explanation on its behalf to the Accredited Certification Body within fourteen days from the receipt of the notice. If an explanation is submitted, the Accredited

Certification Body 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, the Accredited Certification Body may, on the expiry of period of the notice, suspend or cancel the licence by addressing a written communication within 14 days of the expiry of the period stipulated in sub-paragraph (c) herein above.
- (e) Where a licence has been suspended or cancelled, the licensee shall forthwith discontinue the use of the Certification Trade Mark 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 agents, as the case may be, shall take steps to get the Certification Trade Mark on such articles either removed, cancelled, defaced or erased.

6.7.5 When a licence has been suspended or cancelled, the Accredited Certification Body shall so advise the licensee in writing and publish such a suspension or cancellation in a manner as found appropriate by the said Accredited Certification Body.

6.7.6

- (a) 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 the Accredited Certification Body. The marking may be resumed as soon as the defects are removed and information regarding such resumption of marking be sent to the Accredited Certification Body, immediately thereafter.
- (b) If, at any time, the Accredited Certification Body has sufficient evidence that the product carrying the Certification Trade Mark 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 the Accredited Certification Body after satisfying itself that the licensee has taken necessary actions to remove the deficiencies.

6.7.7 The decision of the Accredited Certification Body for arriving at such decision shall be communicated, in writing by registered post, to the applicant or the licensee, as the case may be.

6.7.8 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 the Accredited Certification Body.

6.7.9 When the designated norms and procedures of the Accredited Certification Body 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 such Accredited Certification Body 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 the Accredited Certification Body.

6.7.10 The following procedures shall apply in the case of inspection in respect of any product or process where a licence for the use of Certification Trade Mark in respect of that article or process has been issued, or an application has been made for a licence.

- a. When the Accredited Certification Body 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 Accredited Certification Body proposes to inspect the premises of a licensee, such notice is not necessary;
- b. If during an inspection, the Accredited Certification Body 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 Accredited Certification Body 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 Accredited Certification Body 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 the Accredited Certification Body 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 the Accredited Certification Body's report. The samples shall be labeled giving complete details; and
- f. The Accredited Certification Body 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.

6.7.11 The Accredited Certification Body may take samples of products marked with the Certification Trade Mark 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.

6.7.12 The Accredited Certification Body shall arrange at least one inspection visit in a year in respect of each licence granted.

6.7.13 The Accredited Certification Body shall make a detailed report of every inspection made by it.

6.8. Fees

6.8.1 Every application for the grant of a licence shall be accompanied by a fee payable to the Accredited Certification Body and which shall not exceed the fee prescribed for this purpose by the NAB from time to time.

No such fee or part thereof shall, in any circumstances, be refunded, except in the event of operation of paragraph 5 (10) herein.

6.9 Undertaking

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.

6.10 Surveillance and regular review –

- a. The grant of a licence shall be followed by surveillance visits. The frequency and extent of visits shall be determined by the Accredited Certification Body.
- b. The surveillance visits may be without notice to the applicant to ensure that the systems and procedures already assessed are being maintained.
- c. The special reassessment visit shall be necessary where an applicant fails to observe the conditions of the licence 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.

6.11 Use of Certification Trade Mark

The licensee may use the Certification Trade Mark only as authorized by the Accredited Certification Body.

6.12 Publicity

- a. The Accredited Certification Body 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 licence;
- d. The licensee shall display the licence in his premises;
- e. The licensee shall make use of the Certification Trade Mark as authorized;
- f. 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 the Accredited Certification Body. 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;
- g. An applicant who has been granted a licence for the Certification Trade Mark shall not claim or imply that the product manufactured by him has been certified or approved by the Accredited Certification Body unless he is holding a valid licence for that product under the recognized product certification scheme of the NAB.

6.13 Obligations of the applicant

An applicant on grant of a licence to use of the Certification Trade Mark shall:

- a. at all times comply with the requirements of the licence as set out therein and comply with these Regulations or any amendments thereto;
- b. only claim that it is holding a licence in respect of the capability which is the subject of the licence and which relates to the products or processes in accordance with the licence requirements;
- c. not use the licence in any manner to which the Accredited Certification Body may object and shall not make any statement concerning the authority of the applicant's use of the licence which in the opinion of the Accredited Certification Body may be misleading;
- d. submit to the Accredited Certification Body for approval the form in which it proposes to use its licence or proposes to make references to the licence;
- e. upon suspension or termination of the licence, 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 the Accredited Certification Body 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 licence and allow the Inspector of the Accredited Certification Body 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 licence. The licensee shall notify the Accredited Certification Body in writing of discontinuance in such operations exceeding three months. Discontinuance of a licence in excess of six months or more may lead to cancellation of licence. In such cases, a new application shall be lodged with the Accredited Certification Body and an assessment visit will be necessary prior to grant of a new licence;
- h. pay all financial dues to the Accredited Certification Body in the manner prescribed by it, even for the period of discontinuance or suspension of licence.

6.14 Surrender of Licence

A licence may be surrendered by the licensee at any time in writing to the Accredited Certification Body. In the case of surrender, the licensee shall return the licence with all the related documents to the Accredited Certification Body.

6.15 Powers of the Accredited Certification Body

The Accredited Certification Body 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 the Accredited Certification Body as to which a decision by the committee constituted by the Accredited Certification Body 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 the Accredited Certification Body on assessment/audit during surveillance and

regular review. Such decisions shall be communicated to the licensee in writing;

- b. The Accredited Certification Body shall be entitled to suspend a licence if there are sufficient grounds of non-compliance of the following:
 - i) if surveillance by the Accredited Certification Body proves non-conformity 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 the Accredited Certification Body;
 - iii) if there has been any contravention of the procedures set out by the Accredited Certification Body;
 - iv) if the licensee fails to meet financial obligations to the Accredited Certification Body; and
 - v) on any other grounds specifically provided for under the procedures, rules or formally agreed between the licensee and the Accredited Certification Body.
- 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 in terms of para 16 hereinafter and shall return the licence and related documents to the Accredited Certification Body.
- 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.

6.16 Misuse of licence

The licensee shall be deemed to have misused the licence, if it does not cease to display or otherwise use the licence for use of the Certification Trade Mark immediately after:

- a. Surrender of licence, suspension or cancellation;
- b. The licensee has failed to implement changes as advised by the Accredited Certification Body.

6.17 Appeals

Any appeal arising from any order of the Accredited Certification Body shall be finally settled through arbitration to be held only in New Delhi by a sole arbitrator in accordance with the provisions of the Indian Arbitration and Conciliation Act, 1996. The sole arbitrator shall be jointly nominated by the disputing parties and in the event the parties are unable to reach any understanding, the same shall be decided by the High Court of appropriate jurisdiction. Any award made by the arbitrator in pursuance of an arbitration as stated in this clause shall be conclusive and binding on the parties thereto.

FORM 1

APPLICATION for grant of LICENCE to use the CERTIFICATION MARK Under the Organic Products Certification Mark Regulations 2012

*I/We carrying on business at _____

Under the style of _____

Hereby apply for a license to use the Indian Organic Logo Certification in respect of the product/process which conforms to the National Standards for Organic Products norms and procedures listed below:

- a) **Product _____
Type _____
Size _____
Grade _____

Related norms of Standards for Organic Products

- b) **Process _____

Related norms of Standards for Organic Products.

2. The above product is manufactured by _____ process
is carried out

_____ Name of location
(address)

* Strike out one not applicable

** Only one of the two items under (a), (b) may be covered by one application strike out the other.

3. a) The composition of the top Management of my/our firm is as follows:

S. No.	Name	Designation
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b) I/we undertake to intimate to the Certification Body any change in the above composition as soon as it takes place.

4. I/We hereby enclose an attested copy/photocopy of the certification of incorporation issued by the Registrar of firms or Societies/Companies/director of Industries (In case of Small Scale Units) Or similar other Documents authenticating the name of the firm and its producing location.

1. a) I/We have testing arrangements as per enclosed list and as per norms and procedures of Standards for Organic Products.

OR

b) The following testing arrangements as per norms and procedures of Standards for Organic Products are still to be made:

OR

c) Details of Accredited Laboratory

Name

Job

a) Trade-Mark (s)/Brand Name (s) used by us as follows:

b) I/We intended to apply the India Organic Logo Certification with our following Trade-Mark (s)/Brand Name (s):

c) Registration No. and Date of the trade-Mark (s)/Brand Name (s) proposed to be used with the India Organic Certification Mark.

OR

In case of non-registration, I/We enclose documentary evidence in form of publicity/packing material, etc. in support of the Trade-Mark(s) Brand Name(s)

5. Production figures of the said product/process and the value thereof to the best of my/our knowledge and estimates are as follows:

<u>Year</u>	<u>Production</u>	<u>Unit</u>	<u>Value Rs.</u>
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Last year from

to

Current year from

to _____

(estimate)

6. In order to ensure conformity of the said product/process to the related norms and procedures of the Standard for Organic Products.

*I/We have in use/propose to use the scheme of Inspection and Testing described in the Statement attached hereto. Routine records of all the inspections and tests are being/will be kept in the form detailed in the Statement. I/We further undertake to modify, amend or alter my/our Scheme of Inspection and Testing to bring it in line with that which may be specified by you from time to time.

**I/We have at present no scheme of Inspection and Testing in operation. I/We, however, undertake to put in operation any such as recommended by the Certification Body.

7. Should any initial enquiry be made by the Certification Body, I/We agree to extend to the Certification Body all reasonable facilities at my/our command and I/We also agree to pay all expenses of the said enquiry, including charges for a testing, as and when required by the Certification Body.

I/We request that the preliminary inspection of location may be carried out by _____ (indicate date)

OR

I/We shall intimate the time, date etc. suitable for carrying out the preliminary Inspection as soon as production of the product applied for is undertaken and I/We are ready for drawl of samples.

8. a) Certified that earlier I/we had applied and the application No. was

It did not mature into a license because of _____

b) Certified that earlier I/We held CMS/T, No. _____ which was lapsed/cancelled because of _____ vide letter No. _____ dated _____ from Certification Body.

c) I/We have never been warned/advised by the Certification Body for any of our actions violative of the norms and procedures of the Standards for Organic Products.

OR

The details of warning/advice received by me/us for violating the norms and procedures of the Standards for Organic Products are as under:

9. I/We undertake that should any of the information supplied above in the application form is found to be wrong, the application may be rejected forthwith.
10. Should the license be granted and as long as it will remain operative, I/We hereby undertake to abide by all the terms and conditions of the license and the prescribed regulations. In the event of the license being suspended or cancelled, I/we also undertake to cease with immediate effect to use the Certification Mark on any product covered by the license and to withdraw all relevant advertising matters and to take such other steps as may be necessary to fulfill the provisions of the aforesaid Regulations with immediate effect. We also undertake to comply with each and every provision contained in the aforesaid Regulations, where a license is granted to us.

Date this day of

Signature _____

Name _____

Designation _____

For and on behalf of _____

(Name of the firm)

FORM 2

License for the Use of India Organic Logo CERTIFICATION MARK

LICENSE NO. CMS –

1. By virtue of the powers conferred on it by the Regulations pertaining to Certification Mark of India Organic Logo, the Certification Body hereby grants to

(hereinafter called ‘the licensee’) this license to use India Organic Logo Certification Mark set out in the first column of the first Schedule hereto, upon or in respect of the product/process set out in the second column of the said Schedule which is produced or processed in accordance with/conforms to the related norms and procedures of Standard for Organic Products.

2. This license carries the rights and obligations stipulated in the above mentioned Regulations.
3. This license shall be valid from _____ to _____
4. This license is being granted to _____ subject to the condition that _____ has agreed to be subjected to the provisions contained in the Organic Products (Certification) Regulations, 2012.

Signed, Sealed and Dated this _____ day of _____

For ACCREDITED CERTIFICATION BODY

THE FIRST SCHEDULE

CERTIFICATION MARK

PRODUCT

(1)

(2)

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FORM 3
DECLARATION

To
The Chairman
NAB

I/We, of declare that we have been granted license no. dated to use of the INDIA ORGANIC LOGO, and we undertake to be subjected to the Regulations for INDIA ORGANIC LOGO Certification Mark for Agricultural Products March 2012.

Dated -----