

**ANDHRA PRADESH STATE ORGANIC PRODUCTS CERTIFICATION AUTHORITY  
(APSOPCA), GUNTUR-522034**

**RULES FOR USE OF CERTIFICATION MARK**

- a. Producers or producer groups that have been certified under the IndG.A.P. Scheme by the APSOPCA are eligible to apply for approval for use of the IndG.A.P. Certification Mark.
- b. The Scheme Certification Mark, is a protected mark owned by the QCI. Its use would indicate that the processes of the relevant Producer's farm are in conformity with Certification Criteria. The "Certification Mark" is also commonly known as a "Logo".
- c. The Mark shall be "IndG.A.P. Logo" and it has to be used by the QCI through APSOPCA for certification of the producers/producer groups.
- d. The Mark may be used as any photographic reduction or enlargement.
- a. The certified producer may indicate that the "Produce originates from a GAP certified field".
- b. The certified producer may affix the logo as per the colour design or a pure black & white.
- c. The logo would be affix only on IndG.A.P. certified produce.
- d. The certified producer may affix the logo as per the colour design or a pure black and white. The logo would be affix only on **IndG.A.P. certified produce.**
- e. The IndG.A.P. Logo shall appear on the product, consumer packing of the product, or at the point of sale where it is in direct connection to individual products in compliance with scheme requirements.
- f. The producer may also insert the claim "Produce originates from a GAP certified farm". This would be placed below the IndG.A.P. logo to differentiate from an uncertified produce.
- g. The producers shall use the IndG.A.P. Logo only in connection with products/processes/services complying with the requirements of the IndG.A.P. system.

- h. The IndG.A.P. Logo shall be used in such a manner as to imply that the farm produce has been produced using Good Agriculture Practices. It shall not be used to imply that the produce itself is certified.
- i. The IndG.A.P. Logo shall be used on any document accompanying the lot of certified produce along with the address of the certified farm to indicate to the recipient that the produce is GAP-certified.
- j. The IndG.A.P. Logo may be used in publicity material, pamphlet, letter heads, other similar stationary; media for exchange of any communication, for promoting the awareness of the Scheme, or the Mark, etc.
- k. The producer shall use the IndG.A.P. Logo only in the manner provided by IndG.A.P., and APSOPCA shall not alter, modify, or distort them in any way.
- l. The producer is entitled to use the IndG.A.P. name and/or IndG.A.P. Logo for traceability/segregation/identification purposes only on-site at the production and handling location(s).
- m. The Producer is entitled to use the IndG.A.P. name or IndG.A.P. Logo in business-to-business communication as the IndG.A.P. claim only according to the IndG.A.P. system rules of the applicable scope.
- n. The producer shall use neither the IndG.A.P. Logo, nor the IndG.A.P. numerical identifier as part of producer's company name, nor in any other way to imply that IndG.A.P. is part of producer's business.
- o. Producer shall not use the IndG.A.P. Logo and/or IndG.A.P. numerical identifier in any manner that could be construed as distasteful, offensive, or controversial.
- p. Producer shall not use the IndG.A.P. Logo or IndG.A.P. numerical identifier in any manner that discredits or tarnishes the reputation or goodwill of QCI; is false or misleading; violates the rights of others, any law, regulation, or other public policy; or mischaracterizes the relationship between QCI and APSOPCA and/or between QCI and Producer.
- q. Producer shall make clear to third parties and consumers that QCI is not the producer of the goods/products.

- r. Where Producer does not yet or no longer complies with the requirements of the licensed services, neither a IndG.A.P. Logo nor a IndG.A.P. numerical identifier can be used.
- s. Any objective evidence that indicates that Producer has been misusing the IndG.A.P. Logo and/or the IndG.A.P. claim shall lead to the exclusion of Producer or an applicant contracting party from the IndG.A.P. system for twelve (12) months after evidence of misuse.
- t. Producer shall promptly cease and desist from any and all use of the IndG.A.P. Logo and/or IndG.A.P. numerical identifier upon termination of this Agreement for any reason.
- u. The certified producer may also use the certificate issued by the APSOPCA as part of publicity material.
- v. While using the above documents, care shall be taken to ensure that the IndG.A.P. Logo is used only with respect to the farm(s) certified and it shall not imply that the non-certified farms having common ownership are also certified.
- w. The producer shall not make any misleading claims with respect to the IndG.A.P. Logo.
- x. It shall not use the IndG.A.P. Logo any manner as to bring the APSOPCA/QCI into disrepute.
- y. The producer, upon suspension or withdrawal of its certification, shall discontinue use of the IndG.A.P. Logo, in any form.
- z. The producer upon suspension or withdrawal of its certification shall discontinue use of all advertising matter that contains any reference to its certification status or certification mark.
- aa. Depending upon the extent of violation, the suitable actions may range from advice for corrective actions to withdrawal of certification in situations of grave or repeated violations. In case the certified producer does not take suitable action against the incorrect use of the IndG.A.P. Logo, the APSOPCA shall withdraw the Certification.

- bb. The APSOPCA shall take any of the actions for incorrect use of the IndG.A.P. Logo or take appropriate legal action itself, if deemed necessary.
- cc. The APSOPCA shall make available these guidelines/instructions in Use of Certification IndG.A.P. Logo to the producer/producer group.

#### **7.1. Grant of Sublicense**

- a. QCI has granted a non-exclusive, non-transferable license to APSOPCA to use the Certification Mark, within the Territory; to enter into sublicense and certification agreements with contracting parties; register contracting parties; enter producer and product information provided by contracting parties and their PGMs into the database; collect checklist information, record corrective actions into a report, and to conduct registration, third-party inspection/audit certification or second-party verification and approval to contracting parties.
- b. APSOPCA hereby grants a non-exclusive, non-transferable sublicense to certified producer (CP) for the use of the Trademark/Certification Mark provided CP has been successfully certified/approved and is in compliance with the relevant requirements of the IndG.A.P. system.
- c. The APSOPCA shall grant the sublicense to the CP to distribute and market their products which have been registered with APSOPCA and are produced, handled, or traded in a production site or location registered with APSOPCA and produced in compliance with IndG.A.P. standards.