HACCP INTERNATIONAL - CERTIFICATION TRADE MARK RULES & CONDITIONS v3.0

1. INTRODUCTION

1.1 HACCP International is in the business of food safety certification, undertaking commercial food safety work, assessing and analysing food safety matters and offering independent advice, evaluation and analysis on products and services for use in the food and beverage industry.

1.2 HACCP International's Certification confirms the ability of equipment, materials and services to support the integrity and safety of food as demanded by industry expectations.

1.3 The logo comprising the symbols, with or without the surrounding words, forms the Certification Trade Mark of HACCP International (as shown in Annex 1) and is referred to, in these rules, as the HACCP International Trade Mark, the HACCP International Certification Mark or The Mark.

1.4 The HACCP International Certification Trade Mark is owned by HACCP International Pty Ltd, a registered business in Australia (ABN: 98 138 356 359), hereafter referred to as HACCP International and HACCP Australia Pty Ltd, a registered business in Australia (ABN 71 079 739 816), hereafter referred to as HACCP Australia.

1.5 HACCP International has the right to license the use of the HACCP International Certification Trade Mark.

2. CERTIFICATION ACTIVITIES

2.1 HACCP International offers certification to those organisations that demonstrate compliance to food safe principals in their product design and operation which meet the approval and standards of HACCP International. Such organisations may be granted a licence to use and display the HACCP International Certification Trade Mark.

2.2 The evaluation of each product or service includes an assessment of compliance to the requirements of HACCP International standards as well as to internationally recognised food safety standards, regulations and codes of practice.

2.3 Evaluation personnel are bachelor degree qualified food technologists with at least three years experience in the food industry as food technologists.

2.4 The evaluation of products or services is confined to characteristics that could have an impact on food safety or the operation of a HACCP based food safety programme.

2.5 HACCP International reserves the right to refuse certification and refuse to grant a licence in respect of a product or service which, in the opinion of HACCP International:

a) does not meet the requirements HACCP International's standards for certification;
b) presents, after a risk analysis by qualified HACCP International food technologists, an unacceptable food safety risk profile;
c) does not meet a recognised industry code of practice;
d) has characteristic/s that make it unsuitable for use in the food industry;
e) does not have, in its intended use, potential to impact on food safety.

2.6 HACCP International may delegate any or all of its functions described herein to HACCP Australia or an agent with the exception of the certification decision and the issuing of certificates.

3. CONDITIONS FOR THE USE OF THE HACCP INTERNATIONAL CERTIFICATION TRADE MARK

3.1 The Licensee may use the HACCP International Certification Trade Mark in conjunction with a certified product or service :

a) only
   (i) after completing an application form and undergoing an evaluation process by HACCP International;
   (ii) after being granted a licence or other authorisation by HACCP International and
   (iii) in accordance with the conditions described in this document;
b) as described in any relevant contract arrangement;
c) in accordance with the wording of the certificate and the accompanying certification statement and
d) only in the country or geographic region(s) described in the certification statement[i]. Use of the HACCP International Certification Trade Mark in any other country or territory requires a separate or additional licence or the written permission of HACCP International.

3.2 HACCP International may revoke a licence or suspend a licence if the licensee:

a) commits a breach of, or does not comply with, these rules; or
b) does not use The Mark in accordance with the licence; or
c) uses The Mark in a way that, in the opinion of HACCP International, might be misleading to the public or the market; or
d) is found, during an audit by a HACCP International auditor, or inspector authorised by HACCP International, to have a major system failure or product defect which is not rectified within the time determined by HACCP International; or
e) fails to pay any licence fees, costs or charges; or
f) becomes bankrupt, applies to take the benefit of any law for the relief of bankrupt or insolvent debtors or makes any arrangement or composition with its creditors, or, if a company enters into liquidation (whether compulsory or voluntary, but not including voluntary liquidation for the purposes of reconstruction) or has a receiver appointed to its business.

3.3 The licence shall remain suspended until the licensee can satisfy HACCP International that the breach of clause has been rectified. If after 30 days of receipt of notice of suspension the licensee is unable to satisfy HACCP International that the breach of Clause 2.2 has been rectified, HACCP International may revoke the licence.

4. COMPLAINTS and RIGHT OF APPEAL

4.1 Complaints of any kind, including those regarding applications, pricing, evaluation processes, certification decisions, use of the certification trade mark or any other complaints or disputes related to the services or activities of HACCP International should, in the first instance, be addressed to:

The Managing Director
HACCP International
3/1 Ridge Street, North Sydney
New South Wales 2060, Australia

4.2 If a complaint or dispute is not resolved to the satisfaction of the complainant, the appeal process, as described in clauses 4.4, 4.5 and 4.6 of this document will be invoked.

4.3 Licence applicants or licensees seeking to appeal a decision made under clauses 2.1, 2.5 or 3.2 shall advise HACCP International in writing within 14 days of receipt of any notification of such decision.

4.4 The person or organisation who will hear and determine the appeal ("the adjudicator") shall be the HACCP International Advisory Committee, which comprises HACCP International staff and independent representatives, or another body or individual agreed to by the parties within 30 days of HACCP International receiving written notification of the licensee's intention to appeal as stated above in Clause 4.3.

4.5 In the event that an adjudicator cannot be agreed upon, the parties agree to the appointment of an adjudicator by the president of the Institute of Arbitrators and Mediators Australia (IAMA) in Australia. Both parties will meet all costs of adjudication and any IAMA charges equally.

4.6 The adjudicator shall determine the procedure of the appeal and the parties shall comply with that procedure and the adjudicator's decision.

5. OBLIGATIONS OF LICENSOR

5.1 HACCP International will, prior to providing certification services:

a) agree on the proposed scope of a certification project with the applicant;
b) describe evaluation procedures to the applicant;
c) provide a written description of fees;
d) provide the applicant with a list of information, samples and any other requirements to be provided by the applicant for the purposes of product evaluation;

5.2 HACCP International will provide advice to the applicant, prior to proceeding, should there be any revised estimates of evaluation fees above the quoted amount.

5.3 HACCP International will confine requirements, evaluation and decisions on certification to those matters specifically related to the scope of certification being considered.

6. OBLIGATIONS OF LICENSEE

A licensee shall:

a) comply, in all respects, with the relevant sections of this document, as issued by HACCP International and as amended from time to time (any such amendment is subject to the approval of The Australian Competition and Consumer Commission);
b) unless otherwise approved by HACCP International, ensure that any written reference to HACCP International is accompanied by the wording of the licensee's certification statement reprinted in whole. Reprinting of the HACCP International Certification Trade Mark does not require a reference to the certification statement;
c) submit to HACCP International for approval any form of communication in which it is proposed to use or make reference to The Mark prior to using that form of communication;
d) notify HACCP International of any change to the licensee's business, products, services or processes, which may affect its certification;
e) give HACCP International or it agents, reasonable access to examine processes, records or other material which, in the opinion of HACCP International, are relevant to the certified product, its food safety characteristics and / or the licence;
f) settle, within the stated terms,
   (i) any fees set by HACCP International in relation to granting or administering the licence and in relation to any services provided in assessment, auditing, supervising, inspecting or testing,
   (ii) any royalties set by HACCP International and agreed by the licensee at the time of application.
   NOTE: The licensee shall not be entitled to any refund of fees paid or costs incurred in the event of any relinquishment, revocation, non-renewal, alteration or suspension of the licence.
g) upon termination of the licence (however determined), immediately discontinue all use of the HACCP International Certification Trade Mark and all advertising material and other matter that contains or refers to the HACCP International Certification Trade Mark. Any material not already disposed of by a licensee which bears The Mark shall, if HACCP International so requires, be treated, at the licensee's expense, so as to erase The Mark.

7. RELINQUISHMENT OF LICENCE

A licensee may relinquish a licence at any time by notice in writing to HACCP International. No refund on any unexpired licence period will be given by HACCP International.

8. NOTICES

Any notice or other communication to be given or sent to the applicant or licensee shall be deemed to be duly given or sent if sent by post, email or facsimile transmission to the address last known to HACCP International. Notice shall be deemed to be given at the time when it would ordinarily have been received if using the method employed.

9. PRESENTATION AND USE

9.1 The HACCP International Certification Trade Mark may be applied to stationery and publicity material, products, their immediate packaging or outer packaging. This can include brochures, business cards, advertisements, stickers, etc and may also include items such as electronic media, company flags and vehicles.

9.2 If there is doubt regarding the intended use of The Mark, licensees should contact HACCP International prior to printing for advice. Misuse of The Mark could result in the issue of a "Corrective Action Request" and/or an order to discontinue using the offending items.

9.3 Any subsidiary companies, site addresses, branches or products not included in the licence agreement or detailed on the certificate are not permitted to use The Mark without the written permission of HACCP International.

9.4 The HACCP International Certification Trade Mark may only be:

a) reproduced as follows:
   (i) Size: The Mark can be reproduced in any size providing the relative proportions of The Mark are not distorted or altered. For smaller reproductions of The Mark, the wording may be omitted for the sake of legibility.
   (ii) Wording: Except for the above modification for smaller reproductions, no alterations to the style or content of the wording "HACCP International Food Safety Certification Programme" or "HACCP International Food Safety Certification Programme" is permitted without the express written permission of HACCP International.
   (iii) Colours: The Mark may be reproduced in any two colour format.
   (iv) Artwork and other Material for Reproducing The Mark: HACCP International will provide artwork for companies wishing to re-produce The Mark. This artwork is available in a variety of forms, including electronic versions, labels, etc. Information on these promotional materials may be obtained from HACCP International.
b) used in a manner that:
   (i) relates directly to the physical locations, products, services, or business capabilities detailed in the licence agreement or certification statement.
   (ii) does not imply or suggest that the certification covers physical locations, products, services or business capabilities that are not detailed in the certificate and/or the licence agreement and /or the certification statement(s).

10. MISCELLANEOUS

10.1 A licence is non-exclusive and non-transferable.

10.2 A list of licensees shall be kept by HACCP International and open to inspection.

10.3 Organisations licensed to use the HACCP International Certification Trade Mark may also use the HACCP Australia Certification Trade Mark in Australasia. All the conditions applying to the use of the HACCP International Certification Trade Mark apply equally to the use of the HACCP Australia Certification Trade Mark.

10.4 In these rules, words importing the singular include the plural and vice versa.

10.5 The granting of a licence and/ or the issuing of a certificate in no way implies that any product or service included in the certificate, certification statement or the licence agreement is approved by any other international body or any national, state or local government or ministers or representatives thereof.

10.6 Whilst all reasonable care is taken by HACCP International in assessing the food safety aspects of products or services submitted for certification, HACCP International does not guarantee that every food safety risk, or any other work or health risk, has been identified and no guarantee is offered or implied in licensing the use of the HACCP International Certification Trade Mark.

10.7 HACCP International does not accept liability for incorrect information that has been provided to it nor does it accept liability for the incorrect practices of the user of the product or service or the licensee or agents of the licensee.

11. COMMUNICATIONS

11.1 Communications regarding HACCP International licensing matters should, in the first instance, be addressed to:

The Company Secretary
HACCP International
3/1 Ridge Street, North Sydney
New South Wales 2060, Australia

Annex 1 – The HACCP International Certification Trade Mark

[i] Geographical region definitions are available upon request from HACCP International and can be found at www.haccp.com.au/tools-downloads.php

HACCP International
Licence Region Definitions

INTRODUCTION

Use of the HACCP International Certification Trade Mark is controlled by the *HACCP INTERNATIONAL - CERTIFICATION TRADE MARK RULES & CONDITION* and all licensees agree to be bound by the terms of those rules and conditions.

Section 3.1 of *HACCP INTERNATIONAL - CERTIFICATION TRADE MARK RULES & CONDITIONS* limits the use of the mark as follows:

3.1 The Licensee may use the HACCP International Certification Trade Mark in conjunction with a certified product or service :

d) only in the country or geographic region(s) described in the certification statement. *Use of the HACCP International Certification Trade Mark in any other country or territory requires a separate or additional licence or the written permission of HACCP International Pty Ltd.*

GEOGRAPHIC REGIONS

The geographic regions referred to in Clause 3.1 (d) of *HACCP INTERNATIONAL - CERTIFICATION TRADE MARK RULES & CONDITIONS* and in the certification statement are defined as follows:

Region 'Country'	A single named country as defined by its political or geographical borders.
Region 'Global'	All countries, states and territories of the world.
Region 1 (Australasia)	Australia, Australian Overseas Territories, The Federated States of Micronesia, French Polynesia, New Zealand, New Zealand Overseas Territories, Fiji, Kiribati, Nauru, Papua New Guinea, The Solomon Islands, Tonga, Tuvalu, Vanuatu and Western Samoa.
Region 2 (Asia)	The People's Republic of China (and The PRC's SARs – Hong Kong and Macau), Japan, India, Pakistan, Sri Lanka, Bangladesh, Bhutan, Taiwan, Thailand, Malaysia, The Philippines, Singapore, Laos, Indonesia, Macau, North Korea, South Korea, Brunei, East Timor, Myanmar, Cambodia and Vietnam.
Region 3 (Africa and The Middle East)	Those countries of the African continent and Madagascar, Armenia, Azerbaijan, Bahrain, Egypt, Georgia, Iran, Iraq, Israel, Jordan, Kuwait, Lebanon, Oman, Qatar, Saudi Arabia, Syria, Turkey, Turkmenistan, United Arab Emirates and Yemen.
Region 4 (Europe)	Albania, Andorra, Armenia, Austria, Azerbaijan, Belarus, Belgium, Bosnia & Herzegovina, Bulgaria, Croatia, Cyprus, Czech Republic, Denmark , Estonia, Finland , France, Georgia , Germany, Greece. Hungary, Iceland, Ireland, Italy, Kosovo , Latvia, Liechtenstein, Lithuania, Luxembourg ,Macedonia, Malta, Moldova, Monaco, Montenegro, The Netherlands, Norway, Poland, Portugal, Romania, Russia, San Marino, Serbia, Slovakia, Slovenia, Spain, Sweden. Switzerland, Turkey, Ukraine, United Kingdom and Vatican City.
Region 5 (The Americas)	Antigua and Barbuda, Bahamas, Barbados, Belize, Canada, Costa Rica. Cuba, Dominica, Dominican Republic. El Salvador. Grenada, Guatemala, Haiti, Honduras, Jamaica, Mexico, Nicaragua, Panama, Saint Kitts and Nevis, Saint Lucia, Saint Vincent and the Grenadines, Trinidad and Tobago, The United States of America, Argentina, Bolivia, Brazil, Chile, Colombia, Ecuador, Guyana, Paraguay, Peru, Suriname, Uruguay and Venezuela.

Countries not listed may be included within their relevent geographic region, with written permission from HACCP International.