

# **Procedure for use of Licenses, Certificates, Marks of Conformity, and Grant of Certification Logo**

## **Procedure**

### **Application and Compliance Requirements by Operator**

- a) Operators shall apply for the license using **Form 1 (NPOP format)**, accompanied by statement detailing scheme of inspection and testing, existing/proposed, to regulate production, quality or process for which license is applied.
  - i. If required USOCA may seek supplementary information relating to the statement and in the event of non-compliance of such directions application may be rejected.
  - ii. Operator to furnish evidence that the product / process applied for license conforms to NPOP and NSOP standards.
  - iii. Operator to furnished evidence that the scheme in operation ensures conformations and specifications of NPOP and NSOP.
  - iv. Operator to facilitate USOCA's inspectors to inspect all activities covering the license and for drawing samples for verifying evidence stated in (ii) or/and (iii) above.
  - v. In compliance of clause (a) above the operator shall submit samples of testing as directed by the USOCA and the expenses shall be borne by the operator.
  - vi. In the basis of report relating to clause (iv) and (v) above USOCA may direct the operator to alter / add to the process of production and manufacturing in use by the operator.
- b) Upon satisfactory review of compliance, USOCA shall issue the **License (Form 2)** along with approved artwork of logos.
- c) Operators must sign **Form 1 / Form 3 – Declaration**, by the appropriate person/authorized person in the allocated space, agreeing to terms of use.
- d) Every application shall be numbered and acknowledged in order of priority. License numbers shall follow the format: **CS/OI/DDMMYY/LN** (Certification Scope / Operator Initials / Date / License Number).
- e) Licenses are valid for **one year** and renewable upon continued compliance.

## **1      Grant of License**

### **a) General Conditions**

If, after due consideration of the applicant's **competence, resources, production and processing capacity, previous performance, and compliance history**, the USOCA is satisfied that the applicant is eligible to use the Certification Trademark, it shall grant a license in **Form 2** authorizing its use. The license shall cover the certified product(s), class of products, or processes, subject to the terms and conditions specified in these regulations. The USOCA shall formally notify the applicant of the grant of license.

- i.** The licensee shall be entitled to use the Certification Trademark strictly in relation to those **products, processes** that meet the **NPOP standards and USOCA requirements**. The Trademark may be affixed on products, packaging, promotional material, and advertising, provided prior approval is obtained from the USOCA.
- ii.** In the event of withdrawal of the right to use the Certification Trademark, the **license and certificate must be returned** to the USOCA. The right to use the mark shall automatically expire, without entitling the licensee to any claim for compensation against the NAB or the USOCA.
- iii.** The licensee shall use the Certification Trademark only in accordance with these **regulations and conditions of use** prescribed by the USOCA.
- iv.** Where an applicant's license has previously been cancelled due to **misrepresentation, furnishing false information, or misuse of the Certification Trademark** (e.g., applying it to uncertified products), such applicant shall be ineligible to reapply for a period determined by the USOCA, not exceeding one year, depending on the facts of the case.
- v.** Operator to furnish undertaking, prior to grant of license of no claim on products other than indicated in the application for grant of license.

### **b) Validity of License**

A license shall be granted in **Form 2 (NPOP prescribed format)** for a period of **one year**, subject to compliance with all applicable requirements. Each licensee shall also submit a signed **declaration in Form 3** confirming acceptance of the terms and conditions of use.

### **c) Amendment of License Terms**

The USOCA may, by giving the licensee **at least one month's written notice**, amend or alter any of the conditions subject to which the license was originally granted.

**d) Refusal of License**

Where the USOCA, after preliminary inquiry, is of the opinion that a license should not be granted, the applicant shall be provided a **reasonable opportunity of being heard**, either personally or through an authorized representative. The USOCA shall duly consider any explanations or evidence provided before issuing a final decision to reject the application.

**e) Expiry of License**

A license shall automatically **expire at the end of its validity period** unless it has been renewed by the USOCA based on continued compliance by the operator.

**2 Conditions for Use**

Certification logos may be applied only to **certified products**, ensuring visibility and legibility. All product labels and promotional materials must receive **USOCA approval before use**. Claims of certification must be **limited to the certified scope** and shall not imply coverage of uncertified products, locations, or processes. **India Organic Logo** shall be used as per specifications in **NPOP Clause 7** (color or approved black & white version).

**a) Application of Certification Trademark**

- i. The Certification Trademark shall be displayed in a **clear, visible, and distinct manner** on certified products, packaging, or related test certificates where direct labeling is not possible.
- ii. The Trademark may only be applied to the **types, grades, classes, varieties, or sizes of products** for which the license has been granted.
- iii. The manner and placement of the Trademark on labels, packaging, or promotional material shall be subject to **prior approval of USOCA (USOCA)**.
- iv. During periodic surveillance inspection, the placement of certification mark shall be verified to ensure ongoing validity of certification mark application requirements

**b) Authorized Use**

- i. Only a licensee in possession of a **valid license** may use or make any public claim regarding the Certification Trademark.
- ii. No person other than the licensee shall advertise, promote, or suggest conformity with the Certification Trademark in any medium, including advertisements, sales leaflets, or price lists.

**c) Control Systems and Records**

- i. Every licensee shall establish and maintain a **system of quality control**, including **testing and inspection procedures**, to ensure that products or processes bearing the Certification Trademark comply with NPOP standards.
- ii. The licensee shall maintain complete and up-to-date **records of tests, inspections, and supporting data** to demonstrate conformity.
- iii. These records shall be made available to USOCA on request and during inspections.

**d) Suspension and Cancellation of License**

- i. A license may be suspended or cancelled by USOCA if:
  - Products marked with the Certification Trademark fail to comply with relevant norms and procedures;
  - The Trademark is used in connection with processes not certified;
  - The licensee denies USOCA reasonable access for inspection or surveillance; or
  - The licensee fails to comply with the terms and conditions of the license.
- ii. USOCA shall provide the licensee with not less than 14 days' written notice of its intent to suspend or cancel the license.
- iii. The licensee may submit an explanation within 14 days of receiving such notice. USOCA shall consider the explanation and may provide a hearing before issuing a final decision.
- iv. If no explanation is received, or if the explanation is unsatisfactory, USOCA may suspend or cancel the license by written communication within 14 days after expiry of the notice period.
- v. Once suspended or cancelled, the licensee shall:
  - Immediately discontinue the use of the Certification Trademark.
  - Withdraw, remove, deface, or erase the Trademark from all improperly marked articles in stock.
  - Return the license and certificate to USOCA.

**e) Notification of Suspension/Cancellation**

USOCA shall notify the licensee in writing of any suspension or cancellation and shall publish such actions in a manner it deems appropriate.

**f) Temporary Stoppage of Marking**

- i. The licensee shall **voluntarily stop marking products** and notify USOCA if:
  - Conformity with NPOP standards cannot be maintained, or
  - Testing equipment or quality control systems fail.

- ii. Marking may resume once conformity is restored and USOCA is informed.
- iii. USOCA may direct a licensee to stop marking products if there is sufficient evidence that conformity is compromised. Resumption will only be permitted after corrective actions are verified by USOCA.

**g) Communication of Decisions**

All decisions of USOCA relating to suspension, cancellation, or stoppage of marking shall be communicated to the applicant or licensee **in writing, by registered post or official communication.**

**h) Special Inspections**

- Inspections requested specifically by an applicant or licensee shall be chargeable to the applicant/licensee.
- The fee for such special inspections shall be determined by USOCA.

**i) Withdrawal of Norms and Procedures**

- i. If designated norms and procedures are withdrawn without replacement, any licenses issued under them shall be deemed **cancelled from the date of withdrawal.**
- ii. The licensee shall immediately surrender such licenses to USOCA.
- iii. Any advance license fee paid for the unexpired period may be **adjusted or refunded** at the discretion of USOCA.

**j) Inspection Procedures**

- i. USOCA may provide reasonable notice prior to inspecting an applicant's process or product. However, **no prior notice** is required for unannounced inspections of licensee premises.
- ii. Samples may be drawn in the presence of the applicant/licensee or their representative.
- iii. Duplicate samples shall be taken and provided upon request.
- iv. Samples shall be sealed, labeled, or otherwise identified to ensure authenticity, with impressions and details recorded in inspection reports.
- v. A written receipt shall be provided for all samples taken, with a duplicate copy retained by USOCA.

**k) Market and Storage Samples**

USOCA may collect samples of certified products from licensee premises, storage facilities, agents, or from products available in the open market.

**l) Frequency of Inspections**

USOCA shall conduct at least **one inspection visit per year** for each license granted, in addition to unannounced or additional inspections as required.

**m) Inspection Reports**

USOCA shall prepare a **detailed inspection report** following each inspection, documenting findings, conformity status, and any corrective actions required.

**3 Labelling Requirements**

- a) **Single-ingredient products** may be labeled “Organic” when fully compliant.
- b) **Multi-ingredient products** must meet NPOP’s **95%/70% rule** for “Organic” or “Made with Organic Ingredients” labeling.
- c) All certified product labels shall include:
  - USOCA Name and Logo
  - Accreditation Number
  - India Organic Logo
- d) Claims such as **“GE-free” or “GMO-free”** are prohibited except where explicitly allowed under NPOP.

**4 Monitoring and Surveillance**

- a) USOCA shall conduct **surveillance audits** as per frequency to be determined by it and **random spot checks** of labels, packaging, and promotional material.
- b) **Unannounced inspections, additional inspection, special reassessments** may be carried out in case of suspected misuse, without notice.
- c) Non-observance of conditions for grant of license, due to substantial changes in organization shall orient special assessment visits at a cost.

**5 Temporary Stoppage of Marking**

- a) Operators shall **immediately notify USOCA** if they cannot maintain conformity (e.g., equipment failure, non-compliance).
- b) Operators must **stop applying the logo** until conformity is restored.
- c) USOCA may direct suspension of marking until corrective actions are verified.

**6 Suspension, Cancellation, and Surrender of License**

- a) Suspension or cancellation may occur due to:
  - Nonconformity with NSOP/NPOP standards.
  - Misuse of logos or misleading claims.
  - Denial of inspection access.
  - Financial default or non-payment of dues.

- b) USOCA shall provide a **minimum two-week notice** before suspension/cancellation, allowing operators the right to respond.
- c) Following suspension or cancellation, operators shall:
  - o Immediately stop using certification logos and claims.
  - o Remove or deface improperly marked products.
  - o Return all licenses and certificates to USOCA.
- d) Operators may voluntarily surrender their license by written request.

## **7 Misuse and Penalties (NPOP Clause 7.16)**

- a) Misuse includes:
  - o Continued display or use of marks after **suspension, withdrawal, or termination**.
  - o Use of logos on uncertified products or outside scope.
  - o False, misleading, or unauthorized claims.
- b) Penalties may include:
  - o Financial penalties.
  - o Suspension or withdrawal of certification.
  - o Legal action as per **NPOP and applicable law**.
- c) USOCA shall publish suspensions/cancellations on its website and notify **APEDA**.

## **8 Operator Obligations**

Licensed operators shall:

- a) Maintain compliance with all **NPOP and USOCA requirements**.
- b) Submit all labels, promotional materials, and claims for approval.
- c) Allow access to USOCA inspectors for **audits and surveillance**.
- d) Notify USOCA of discontinuation of certified operations exceeding **three months** (six months may trigger cancellation).
- e) Pay all dues, including during suspension.

## **9 Records and Evidence**

USOCA shall maintain:

- a) License applications, approvals, and signed declarations.
- b) Records of logo approvals, surveillance findings, and enforcement actions.
- c) Copies of product labels and promotional materials reviewed.
- d) Records of suspension/cancellation notices and corrective actions.

## **10 Use of Certification Trademark**

- a. The Licensee shall use the Certification Trademark only in the manner and for the purposes expressly authorized by USOCA (USOCA).
- b. A Licensee who has been granted authorization to use the Certification Trademark for a specific product shall use it solely in connection with that

particular product and not for any other product, process, or activity not covered under the License.

- c. The Certification Trademark shall not be used in any misleading manner, nor shall it imply certification for unapproved products, locations, or processes.

## **11 Publicity**

- a. USOCA shall maintain and periodically update a current list of all valid licensees, including the scope and status of each License.
- b. The Licensee shall provide accurate and complete information to potential customers, purchasers, or authorities regarding the scope and validity of their License.
- c. The Licensee shall prominently display the original License certificate at their premises and ensure that all communications referencing certification are accurate and not misleading.
- d. The Licensee shall use the Certification Trademark only as authorized by the USOCA and in accordance with the applicable regulations and guidelines.
- e. In any promotional material, advertisements, documentation, or brochures referring to certification, the Licensee shall:
  - Clearly state the standards or scope for which the License has been granted.
  - Avoid any implication of certification for higher or additional levels not granted.

## **12 Obligations of the Applicant / Licensee**

Upon the grant of a License, the Licensee shall:

- a. Comply at all times with the conditions of the License, these Regulations, and any amendments or additional instructions issued by the USOCA.
- b. Restrict claims of certification strictly to the scope and capability covered under the granted License.
- c. Avoid making any statement or representation regarding certification that the USOCA considers misleading or unauthorized.
- d. Obtain prior approval from the USOCA for the manner in which the Certification Trademark or related references are proposed to be used.
- e. Immediately discontinue the use of the Certification Trademark and withdraw all related advertising or promotional material upon suspension, termination, or expiry of the License.

- f. Allow full access to the USOCA Inspectors for assessments, audits, or surveillance visits, including access to all relevant production areas, records, and documentation.
- g. Provide evidence of continuing production or processing activities under the scope of certification and inform the USOCA in writing of any discontinuance exceeding three months. Discontinuance exceeding six months may result in License cancellation, requiring a fresh application and reassessment prior to re-issuance.
- h. Settle all financial obligations to the USOCA promptly, including fees applicable during suspension or discontinuance periods.

### **13        Surrender of License**

A Licensee may voluntarily surrender the License at any time by submitting a written notice to USOCA. Upon surrender, the Licensee shall return the original License certificate and all related documents to the USOCA and immediately cease the use of the Certification Trademark.

### **14        Powers of USOCA**

USOCA reserves the right to:

- a. **Refuse, suspend, alter, or cancel a License** based on recommendations of authorized Inspectors or Certification Committees, following due review of surveillance or audit findings. The Licensee shall be informed of such decisions in writing.
- b. **Suspend a License** if sufficient grounds of non-compliance exist, including but not limited to:
  - i. Non-conformity identified during surveillance or inspection.
  - ii. Improper or misleading use of the Certification Trademark or License.
  - iii. Failure to comply with established certification procedures or conditions.
  - iv. Default in payment of certification or surveillance fees.
  - v. Any other violations as specified in the certification agreement or procedures.
- c. Upon suspension or cancellation, the Licensee shall immediately discontinue all use of the Certification Trademark and return all License-related materials to the USOCA, regardless of any pending appeal.
- d. Where deficiencies leading to suspension are not rectified within the stipulated period, the USOCA may cancel the License. Reinstatement shall

require submission of a new application and reassessment in accordance with current procedures.

## **15 Misuse of License**

- a. A Licensee shall be deemed to have misused the License if they fail to immediately cease the use or display of the Certification Trademark following:
  - i. Suspension, withdrawal, or termination of Accreditation under NPOP;
  - ii. Suspension, surrender, or cancellation of the License; or
  - iii. Failure to implement corrective actions or changes directed by the USOCA.
- b. Misuse of the India Organic Certification Trademark constitutes a violation of NPOP provisions and may result in legal action or prosecution as per applicable laws.

## **16 Appeals**

- a. Any dispute against a decision of USOCA shall be resolved through arbitration, conducted in accordance with the provisions of the **Indian Arbitration and Conciliation Act, 1996**.
- b. Arbitration shall be held in state court Uttarakhand presided over by the legal advisor appointed by USS&OPCA. In the absence of mutual agreement, the arbitrator shall be appointed by the competent High Court.
- c. The award of the arbitrator shall be final, binding, and conclusive on all parties.