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		Issue no.	01
	Uses of Certification Mark or Logo	Issue date	01.06.2024
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Purpose

To define the procedure for the use IBSPL /Accreditation Bodies and registered logos and marks.

Scope

Applies to all IBSPL registered Clients to cover IBSPL logo, accreditation body logos and organic certification mark as per NPOP.

Responsibility

The Quality Manager has overall responsibility for the proper use of certificates, marks and logos both by IBSPL and its Clients.

The Quality Manager is responsible for providing Clients with the certificate and camera-ready artwork of the marks and logos.

The Client shall be responsible for adhering to this procedure and also the requirements of interested parties and accreditation bodies on use of Logos and Certificate.

Procedure

Upon successful completion of the IBSPL certification process, the Client shall be issued a Certificate detailing the scope of application, location, and the applicable standards. This certificate, the IBSPL Logo, the organic certification mark and the relevant accreditation logo(s) are subject to the conditions as specified in the inspection schemes and by the accreditation bodies.

Section 7 of NPOP

Introduction

7.1- A trademark – “India Organic” will be granted on the basis of compliance with the National Standards of Organic Production (NSOP). Communicating the genuineness as well as the origin of the product, this trademark is owned by the Government of India. Only such exporters, manufacturers, and processors whose products are duly certified by the accredited inspection and certification agencies, will be granted the licence to use of the logo, which would be governed by a set of regulations.

7.2 India Organic Logo:


Specifications: The Indian Organic Logo must comprise of the colour specifications as mentioned in **Section 7 of NPOP** or India Organic Logo under NPOP may also be used in black and white as given below, as an exception at the primary production level only and under circumstances where it is not feasible to apply it in colour which will be communicated to the registered client.

7.3 CONCEPT OF ORGANIC LOGO

Refer section 7 NPOP standards

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7.4 - REGULATIONS GOVERNING USE OF THE CERTIFICATION TRADEMARK 'INDIA ORGANIC LOGO'

7.5 Manner of Applying for Licence:

- Application for the grant of a licence to use the Certification Trademark shall be applied to IBSPL on a prescribed format "Form 1"
- Application for a licence shall accompanied by a statement furnishing in details 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.
- Application shall be signed by applicant or person authorized to sign any declaration on behalf of the firm. The name and designation of the person signing the application shall be recorded in the application form
- On receipt of application by IBSPL, it will be numbered in the order of priority of the receipt and shall be acknowledged.
- IBSPL may sought for any supplementary information or documentary evidence from applicant in support to substantiate the statement made in the application within such time as may be directed by the IBSPL and non-compliance with such direction may have the effect of the application being summarily rejected by the IBSPL
- On receipt of an application by IBSPL for a licence and before granting a licence conforms to the standards and specifications set out in the NPOP and the NSOP
 - a) require evidence to be produced that the product or process in respect of which a licence has been applied
 - 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
 - c) The applicant shall provide all reasonable facilities to the Inspector of IBSPL to inspect farms, processing units, offices, workshops, testing laboratories, godowns, and any other relevant premises. The Inspector shall also be permitted to draw and test samples as necessary to verify the evidence submitted by the applicant under clause (a), clause (b), or both.
 - d) For the purpose of clause (a), the applicant may be directed to submit samples to a testing authority deemed appropriate by IBSPL. All expenses related to the testing shall be borne by the applicant.
 - e) Based on any report received under clause (c), clause (d), or both, IBSPL may, as it deems appropriate, require the applicant to make such modifications or additions to the manufacturing or production process as necessary.

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7.6 Grant of Licence:

- After a preliminary inquiry, IBSPL is satisfied that the applicant or licensee possesses the necessary skills, resources, production and processing capabilities, and has a satisfactory track record and background relevant to the issuance of the licence, it shall grant a licence in Form 2 as prescribed under the NPOP. This licence shall authorize the use of the Certification Mark for the product or class of products manufactured by the applicant or licensee, or for the process employed in any production, manufacture, or related work, subject to the terms and conditions outlined in these regulations. IBSPL shall duly inform the applicant of the grant of the licence

- (a) The applicant shall be entitled to use the Certification Mark, but only in relation to goods or services that conform to the applicable norms and standard specifications. The Certification Mark may be affixed to the products, and/or used on packaging, promotional materials, or in advertising activities
- (b) In the event of withdrawal of the right to use the Certification Mark, the certificate or licence shall be returned to IBSPL. The right to use the Certification Mark shall cease immediately, and no indemnification claims shall arise against NAB and/or IBSPL as a result of such withdrawal.
- (c) The applicant is entitled to use the Certification Mark; however, they shall be solely responsible for the safety of their products. If required by IBSPL, the applicant must provide proof of adequate product liability insurance. IBSPL and NAB shall bear no liability whatsoever in this regard
- (d) If an application for a licence is submitted by a person whose previous licence was cancelled by IBSPL due to the submission of false information or misuse of the Standard or Certification Mark in a manner intended to mislead the public, such person shall be ineligible to apply for a new licence for a minimum period of six months from the date of cancellation. The exact period of disqualification shall be determined by IBSPL, based on the facts and circumstances of each case, and shall not exceed one year.

7.6.2 A licence shall be granted in Form 2 as prescribed under the NPOP for a duration of one year. The licensee shall submit a declaration in Form 3 as specified in the NPOP


7.6.3 IBSPL may, during the validity period of the licence, amend any of the terms and conditions under which the licence was granted, by providing the licensee with a one-month prior notice

7.6.4 If, after a preliminary inquiry, IBSPL is of the opinion that a licence should not be granted, it shall provide the applicant with a reasonable opportunity to be heard, either in person or through an authorized representative. IBSPL shall take into account any facts or explanations presented on behalf of the applicant before making a final decision to reject the application.

7.6.5 A licence shall expire upon the completion of the period for which it was granted.

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7.7- Conditions of a Licence

7.7.1- The Certification Trademark shall be affixed in a manner that ensures it is clearly visible and distinguishable, whether on the product itself, its packaging, or on test certificates for items that cannot be labelled or packaged. The Certification Trademark may only be used for the specific types, grades, classes, varieties, or sizes of products covered under the granted licence. The manner in which the licensee intends to use or display the Certification Trademark must receive prior approval from IBSPL

7.7.2- When a Certification Trademark has been designated for a particular article or process, no individual or entity other than a licensee holding a valid licence shall make any public claim—whether through advertisements, promotional materials, price lists, or any similar means—that their product conforms to the relevant Certification Trademark or bears the Certification Trademark

7.7.3- Every licensee shall establish and maintain, to the satisfaction of IBSPL, an effective system of control to ensure the consistent quality of their production or process. This shall include a scheme of testing and inspection designed to verify that the articles or processes bearing the Certification Trademark comply with the relevant norms and procedures prescribed by IBSPL and the NPOP

The licensee shall maintain complete records of all tests, inspections, and any additional data as specified in the approved scheme of testing and inspection. These records must demonstrate, to the satisfaction of IBSPL, that effective control over the production or process has been and continues to be maintained. Such records shall be made available to IBSPL for inspection upon request.

7.7.4(a)

Any licence granted by IBSPL may be suspended or cancelled if IBSPL is satisfied that:

- i. the products bearing the Certification Trademark under the licence do not comply with the relevant norms and procedures prescribed in the NPOP; or
- ii. the Certification Trademark has been used by the licensee in relation to a process that does not conform to the procedures and specifications set forth in the NPOP; or
- iii. the licensee has failed to provide reasonable access or facilities to IBSPL necessary for it to fulfil its regulatory responsibilities; or
- iv. the licensee has violated or failed to comply with any of the terms and conditions of the licence.

7.7.4 (b)


Before suspending or cancelling any licence, IBSPL shall provide the licensee with a notice of its intention to do so, allowing a minimum period of fourteen (14) days for response.

7.7.4(c)

Upon receipt of such notice, the licensee may submit a written explanation to IBSPL within fourteen (14) days. If an explanation is submitted, IBSPL shall review the response and, if deemed necessary, provide the licensee an opportunity to be heard either or within fourteen (14) days from the date of receiving the explanation or before the expiry of the notice period, whichever is later.

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7.7.4(d)

If no explanation is submitted by the licensee within the stipulated period, IBSPL may proceed to suspend or cancel the licence upon expiry of the notice period, and shall issue a written communication to that effect within fourteen (14) days of such expiry.

7.7.4(e)

In the event of suspension or cancellation of a licence, the licensee shall immediately cease the use of the Certification Trademark, regardless of any ongoing proceedings before an Arbitrator. If any articles bearing the Certification Trademark are in the possession of the licensee or their agents and have been improperly marked, it shall be the responsibility of the licensee or their agents to ensure that the Certification Trademark is removed, cancelled, defaced, or erased from such articles without delay.

7.7.5

When a licence has been suspended or cancelled, IBSPL shall notify the licensee in writing and shall publish the suspension or cancellation in a manner it deems appropriate.

7.7.6(a)

If, at any time, the licensee encounters difficulty in maintaining product conformity to the specified standards, or if the testing equipment becomes non-functional, the licensee shall immediately cease marking the product and inform IBSPL accordingly. Marking may be resumed once the deficiencies are rectified, and the licensee shall notify IBSPL immediately upon such resumption.

7.7.6(b)

If IBSPL, at any time, has sufficient evidence to believe that a product bearing the Certification Trademark may not conform to the prescribed norms and procedures, it shall direct the licensee to suspend marking of such product. Marking shall only resume upon IBSPL's satisfaction that the licensee has taken adequate corrective actions to address and resolve the non-conformities.

7.7.7

The decision taken by IBSPL in such matters shall be communicated in writing to the applicant or licensee, as applicable, by registered post.

7.7.8


Any inspection conducted specifically at the request of an applicant or licensee shall be chargeable to their account. The charges for such special inspections shall be determined by IBSPL.

7.7.9

If the designated norms and procedures of IBSPL are withdrawn and not replaced by any other applicable norms or procedures, any licence issued under such norms shall be deemed cancelled effective from the date of withdrawal. The licensee shall immediately surrender the cancelled licence to IBSPL. In such cases, any portion of the licence fee paid in advance, corresponding to the unexpired period of the licence, may either be adjusted against future fees payable by the licensee or refunded, subject to the discretion and decision of IBSPL.

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7.7.10

The following procedures shall apply to inspections conducted in relation to any product or process for which a licence to use the Certification Trademark has been issued, or for which an application for such a licence has been submitted

7.7.10

The following procedures shall apply in the case of inspection of any product or process for which a licence to use the Certification Trademark has been granted, or for which an application for such a licence has been submitted:

(a) When IBSPL inspects the product or process of an applicant, reasonable prior notice of the visit shall preferably be given. However, in the case of inspections at the premises of a licensee, such prior notice is not required.

(b) If, during an inspection, IBSPL decides to collect one or more samples of any product, material, or substance, the samples shall be taken in the presence of the applicant or a responsible representative of the applicant's establishment.

(c) IBSPL may, at its discretion, take duplicate samples and hand over one sample to the applicant or the responsible representative of the establishment.

(d) IBSPL may, at its discretion, place each such sample in appropriate packaging and jointly seal the samples. In cases where sealing is not feasible, the samples shall be marked with unique identification to ensure traceability.

(e) The impression of the seal(s) and relevant identification details shall be recorded in the IBSPL inspection report. Each sample shall be clearly labelled with complete details.

(f) IBSPL shall issue a receipt for the sample(s) collected and retain a duplicate copy of the receipt, duly signed by the Inspector and the person in whose presence the sample was taken.

7.7.11

IBSPL may collect samples of products bearing the Certification Trademark from the godowns, storage facilities, or any premises of the applicant's agent, or from products offered for sale in the open market by the applicant or its agent.

7.7.12

IBSPL shall conduct at least one inspection visit annually for each licence granted.

7.7.13

IBSPL shall prepare a detailed report for every inspection it carries out.


7.8 Fee

7.8.1

Every application for the grant of a licence shall be accompanied by the prescribed fee, payable to the NPOP Secretariat, as determined by the National Accreditation Body (NAB) from time to time.

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7.8.2

The application submitted to IBSPL for the grant of a licence must be accompanied by a valid receipt evidencing payment of the prescribed fee.

7.8.3

No part of the application fee shall be refunded under any circumstances, except where expressly provided for in these regulations.

7.9 Undertaking

Prior to the grant of a licence, the applicant shall submit a signed undertaking affirming that no direct or implied claim will be made suggesting that the licence applies to any products or processes other than those explicitly stated in the licence.

7.10 Surveillance and Regular Review

- (a) The grant of a licence shall be followed by surveillance visits. The frequency and scope of these visits shall be determined by IBSPL based on the risk level, type of product or process, and past performance of the licensee. surveillance visits shall be conducted before the expiry of license
- (b) Surveillance visits may be conducted without prior notice to the applicant or licensee to verify that the systems, practices, and procedures previously assessed are being maintained in accordance with the requirements.
- (c) A special reassessment visit shall be required if the licensee fails to comply with the terms and conditions of the licence, or if there are significant organizational or operational changes. The cost of such reassessment visits shall be borne by the licensee.

7.11 Use of Certification Trademark

- (a) The licensee may use the Certification Trademark strictly in accordance with the authorization granted by IBSPL.
- (b) An applicant who has been granted a licence to use the Certification Trademark for a specific product under these regulations shall use the Certification Trademark exclusively for that particular product and not for any other product or category not covered under the scope of the licence.
- (c), Certification marks under ISO/IEC Guide 23 and ISO/IEC 17030 are used to **demonstrate third-party verified conformity with standards, and their use must be controlled, accurate, and not misleading, with clear rules and monitoring by the certification body.**


(d) Grounds for issue & use of Certification Mark

A valid certification is granted.

- The mark is used only for the certified scope (product/process/service).
- It is not used in a misleading manner that implies certification beyond the approved scope.
- The mark is used according to the Scheme guidelines (size, color, placement, etc.)

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The mark must not imply product approval by a regulator or government authority unless specifically authorized.

It must not be used after suspension, withdrawal, or expiry of certification.

It must not be used in a way that could mislead customers about certification status.

(e) Request for Certification mark shall be made through Form-1 by the certified client, whereupon IBSPL conveys its grant to License to use certification mark vide Form-2 along with guideline as per scheme requirements. Undertaking by the client through Form 3, ensures that the client shall abide by the guideline for the use of Certification Mark.

7.12 Publicity

- (a) IBSPL shall maintain an up-to-date list of all licensed entities on its official website.
- (b) This list shall be reviewed and updated periodically to reflect any changes in licence status.
- (c) The licensee shall accurately inform potential customers, purchasers, or purchasing authorities of the full and exact details of the licence granted.
- (d) The licensee shall prominently display the licence at their premises.
- (e) The licensee shall use the Certification Trademark strictly as authorized by IBSPL.
- (f) In all documentation, brochures, or advertising media, the licensee may state that the organization or location to which the licence applies has been assessed and approved by IBSPL. Such statements must clearly reference the applicable standards for the products or processes covered by the licence and shall not imply a broader or higher level of approval than that which has actually been granted.


7.13 Obligations of the Applicant

Upon the grant of a licence to use the Certification Trademark, the applicant shall:

- (a) At all times comply with the terms and conditions of the licence, as well as the provisions of these Regulations, including any amendments made thereto;
- (b) Only claim to hold a licence in relation to the specific capability, product, or process for which the licence has been granted, and strictly in accordance with the scope defined in the licence;
- (c) Not use the licence in any manner deemed inappropriate or objectionable by IBSPL, and shall refrain from making any statements regarding the authority or scope of the licence that may, in the opinion of IBSPL, be false, misleading, or misrepresentative.
- (d) Submit application to IBSPL, for prior approval, the form and manner in which the Certification Trademark will be used or referenced, including in all materials or representations relating to the licence.

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- (e) Immediately discontinue the use of the Certification Trademark upon suspension or termination of the licence, regardless of the reason, and withdraw all promotional or advertising materials that contain any reference to the licence.
- (f) Permit access to the Inspector of IBSPL for the purposes of assessment, audit, or surveillance. The licensee shall provide full disclosure of all actions taken in response to any field complaints or allegations of defects in products or processes covered by the licence and shall grant the Inspector access to all relevant records and documents necessary for verification.
- (g) Provide evidence of ongoing operations related to the products or processes covered under the licence. The licensee must notify IBSPL in writing of any discontinuation of such operations lasting more than three months. Discontinuation exceeding six months may result in cancellation of the licence. In such cases, the licensee must submit a new application to IBSPL, and a fresh assessment visit will be required before a new licence can be issued.
- (h) Pay all financial dues to IBSPL in accordance with the prescribed terms, including for any period during which the licence is suspended or operations are discontinued.

7.14 Surrender of Licence

A licence may be voluntarily surrendered by the licensee at any time by providing written notice to IBSPL. Upon surrender, the licensee shall return the original licence along with all related documents like Scope Certificate, Transaction Certificate, AB Logo, CB Logo, Javik Bharat Logo of FSSAI, Unused Labels to IBSPL without further delay. Concurrently AB and FSSAI shall be informed about the surrender of the License/ other documents.


7.15 Powers of the Accredited Certification Body

IBSPL, at its sole discretion, may exercise the following powers:

- (a) Refuse to grant a licence, deny an extension of its scope, or cancel or modify an existing licence to reduce its scope. Such refusal, cancellation, or modification shall be based on the recommendation of the Inspector of IBSPL and shall be subject to final approval by a committee constituted by IBSPL, whose decision shall be conclusive. Refusal to renew, or cancellation of a licence due to failure to fulfil obligations, shall be based on the Inspector's report following assessment, audit, surveillance, or regular review. All such decisions shall be communicated to the licensee in writing.
- (b) IBSPL shall have the authority to suspend a licence if there are sufficient grounds for non-compliance, including but not limited to the following:
 - i. If surveillance conducted by IBSPL reveals non-conformity with the relevant requirements, and immediate termination of the licence is not deemed necessary;

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- ii. If improper use of the licence or related documents is identified and not rectified to the satisfaction of IBSPL;
- iii. If there is a breach or contravention of the procedures established by IBSPL;
- iv. If the licensee fails to fulfil financial obligations owed to IBSPL;
- v. On any other grounds explicitly stated in the applicable procedures, regulations, or mutually agreed terms between the licensee and IBSPL.

(c) Where a licence has been suspended or cancelled upon the expiry of its validity period, the licensee shall immediately cease all use of the licence, regardless of any pending appeal. The licensee shall return the original licence along with all associated documents to IBSPL without delay.

(d) If the licensee is unable to rectify deficiencies within a reasonable period—deficiencies that prevent compliance with the requirements of this scheme—the licence may be cancelled. In such cases, the licensee shall be required to submit a new application, and the procedures prescribed under these regulations for the grant of a fresh licence shall apply.

7.16 Misuse of License

i. A licensee shall be deemed to have misused the license if it continues to display, use, or make any reference to the India Organic Certification Trademark after the occurrence of any of the following events:

- a. Surrender, suspension, withdrawal, or termination of accreditation under the NPOP;
- b. Surrender, suspension, or cancellation of the license issued by IBSPL;
- c. Failure by the licensee to implement changes or corrective actions as advised by IBSPL within the prescribed timeframe.

ii. In the event of misuse of the license or unauthorized use of the India Organic Certification Trademark, the licensee shall be liable to legal action, including prosecution, in accordance with applicable laws and regulatory provisions.


7.17 Appeals

Any appeal arising from an order or decision of IBSPL shall be finally resolved through arbitration, conducted exclusively in **New Delhi**, in accordance with the provisions of the **Indian Arbitration and Conciliation Act, 1996**.

- A **sole arbitrator** shall be appointed by mutual agreement of the disputing parties.
- In the event the parties are unable to mutually nominate an arbitrator, the appointment shall be made by the **High Court having appropriate jurisdiction**.

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- The award rendered by the arbitrator shall be **final, binding, and conclusive** upon all parties involved in the dispute.

7.18. Control Over Use of License, Certificates, and Certification Marks

IBSPL shall exercise effective control over the use of their licenses, certificates, and certification marks by certified Operators.

RECORDS AND FORMS

Form -1 - Application for Grant of Licence for Organic Logo

Form-2 - License for the Use of Certification Trademark – “India Organic Logo”

Form-3- Declaration for the use of India organic logo, certification mark

Guidelines as per ISO/IEC Guide 23 & ISO/IEC 17030 for the use of Ccertification mark

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