



Procedure for Publicizing/Advertising Certification and Use of Certification Marks

1. REFERENCES

- 1.1. ISO/IEC 17065: Conformity Assessment – Requirements for Bodies Certifying Products, Processes and Services (latest revision)
- 1.2. BRC004: Requirements for Certification Bodies Offering Certification Against the Criteria of the BRCGS Global Standards (latest issue)
- 1.3. BRCGS Global Standard for Food Safety (latest issue)
- 1.4. BRCGS Global Standard for Packaging and Packaging Materials (latest issue)
- 1.5. BRCGS Global Standards Issued Position Statements and Guidance Notes (latest issue)
- 1.6. Criteria for SQF Certification Bodies (latest edition)
- 1.7. Criteria for SQF Auditors (latest edition)
- 1.8. SQF Code (latest edition)
- 1.9. GLOBALG.A.P. General Regulations Part I, II, and III (latest edition)
- 1.10. Produce Safety Assurance Standard Addendum to GLOBALG.A.P. General Regulations (latest edition)
- 1.11. Harmonized Produce Safety Standard Addendum to GLOBALG.A.P. General Regulations (Latest edition)
- 1.12. GLOBALG.A.P. Chain of Custody General Regulations (latest edition)
- 1.13. Produce Handling Assurance Addendum to GLOBALG.A.P. Regulations (latest edition)
- 1.14. PJRFSI Cannabis Safety Standard (latest edition)
- 1.15. PrimusGFS General Regulations (latest version)
- 1.16. Gluten-Free Certification Program Global Standard (latest issue)
- 1.17. FSMA Accreditation of Third-Party Certification Bodies to Conduct Food Safety Audits and To Issue Certifications (latest rule)
- 1.18. Exhibit C Use of PrimusGFS Logo and Trademark (latest version)
- 1.19. FSMA: FSVP/VQIP Third Party Certification Program Requirements
- 1.20. CanadaGAP Program Management Manual (latest version)
- 1.21. Leaf Marque Standard (latest version)
- 1.22. GRMA 455-Standard Master Certification Program (latest version)

2. BRCGS MARKS

- 2.1 The BRCGS Directory Logo is owned by BRCGS and the Supplier obtains no property rights in these Marks. Use of the BRC Logo by a Certified Supplier is voluntary.
- 2.2 BRCGS Logos are issued directly by the BRCGS Directory Services team only after the Supplier completes and submits the Logo Authorization Form.
- 2.3 Supplier must maintain Logo specifications as set forth in the BRCGS guidance. Supplier may not modify or alter the Logo design in any way. The Supplier should not use a copy of the Logo that has been scanned at low resolution. The Logo may not be translated or otherwise localized into any other language.
- 2.4 Supplier may not use the Logo on its inner or outer packaging.
- 2.5 The Logo should appear only once in any given document and should not be used as a design feature on any of the Supplier's communication materials.

3. GLOBALG.A.P. MARK

- 3.1 GLOBALG.A.P. is the owner of the "GLOBALG.A.P." trademark, i.e. the word "GLOBALG.A.P.", the GLOBALG.A.P. logo and its "G"-shape logo, collectively the "GLOBALG.A.P. Trademark".
- 3.2 Products originating from certified operations shall not be labelled, marked or described in a manner, which implies that they/it meets specific food safety criteria.
- 3.3 The certification granted entitles the producer/company to distribute and market their products under the trademark and, if applicable, under the QR code logo only to the extent that these products have been registered with the CB and are produced, handled, or traded in a production site or location registered with the CB and are in full compliance with this standard.
- 3.4 The producer shall only use the trademark and/or the QR code logo in connection with products complying to the requirements of the GLOBALG.A.P. system. In cases where certified producers who have not signed up for voluntary GLOBALG.A.P. membership use the GLOBALG.A.P. logo and/or the "G"-shape logo, they shall combine the logo with their corresponding GGN.
- 3.5 The GLOBALG.A.P. trademark shall never appear on the product, consumer packaging of products intended for human consumption or at the point of sale where it is in direct connection with single products.
- 3.6 The QR code logo may appear on the product, consumer packaging of the product or at the point of sale where it is in direct connection with certified products.
- 3.7 Producers may only use the GLOBALG.A.P. trademarks on pallets that contain only certified GLOBALG.A.P. products and that will *not* appear at the point of sale.
- 3.8 GLOBALG.A.P. certified producers may use the GLOBALG.A.P. trademark and the QR code logo in business-to-business communication, and for traceability, segregation, or identification purposes on site at the production site.
- 3.9 Retailers, producers, and other organizations that signed up for voluntary GLOBALG.A.P. membership may use the trademark in promotional print-outs, websites, flyers, business cards, hardware, and electronic displays (shall not appear as a product label directly linked to certified products) and in business-to-business communication.

- 3.10 GLOBALG.A.P. approved certification bodies can use the trademark in promotional material directly linked to their GLOBALG.A.P. certification activities in business-to-business communication and on GLOBALG.A.P. certificates they issue. They can also use the QR code logo on GLOBALG.A.P. certificates they issue.
- 3.11 The GLOBALG.A.P. trademark shall never be used on promotional items, apparel items, or accessories of any kind, bags of any kind, or personal care items.
- 3.12 The GLOBALG.A.P. trademark may be used on Compound Feed Manufacturing (CFM) certified feed, on GLOBALG.A.P. certified plant propagation material, on IFA certified aquaculture inputs (e.g.: ova, seedlings, etc.), and on IFA certified livestock inputs (e.g.: chicks) that are used as inputs for the production of the final products (as listed in the 'GLOBALG.A.P. Product List'), are not intended to be sold to final consumers, and will not appear at the point of sale to final consumers.

4. PRIMUSGFS MARKS

- 4.1 A certified organization shall:
- Not use Logo as a product certification mark and shall never use it on their products or packaging of product;
 - Only use the logo in business to business communications such as website, invoices, letterhead, promotional material, etc;
 - Only use Logo in a manner consistent with the registered scope of their certification. Operations and/or products not included in the certified organization's registered scope are not certified and certified organization is prohibited from using the logo in any way that would indicate or imply otherwise;
 - Pay all fees and costs set by Azzule and/or as agreed to with their CB; and,
 - Cooperate with Azzule and its agents to allow reasonable access to verify compliance with these rules.
- 4.2 Azzule or PJRFSI may suspend certified organization's license for use of the Logo if, at Azzule or CB's sole discretion, it determines that:
- Certified organization fails to comply with these rules; or,
 - The certified organization fails to be meet re-certification requirements.
- 4.3 Azzule or PJRFSI may revoke certified organization's license for use of Logo if:
- Certified organization uses the Logo in a manner that is intended to be detrimental to Azzule or the PrimusGFS program;
 - Certified organization fails to correct the issues or conditions that led to the suspension of the use of the logo within the time frame agreed to with their certification body; or,
 - The certified organization ceases operation or declares bankruptcy.
- 4.4 Upon written notice of such suspension or revocation of license to use the Logo, certified organization agrees to immediately discontinue using Logo, and cease use of any promotional materials, websites, or communications on which the Logo may be published.
- 4.5 Certified organization may appeal a decision to suspend or withdraw the use of the Logo by notifying Azzule and PJRFSI, in writing, within 14 days of the date of the notice of suspension.
- 4.6 The appeal will be handled in accordance with the appeals process of PJRFSI or Azzule, whichever is applicable, but under no circumstances in a way that contravenes GFSI rules, regulations, or the governing documents.

5. SQF MARKS

- 5.1 The SQF Quality Shield and Logo are owned by SQFI and Suppliers obtain no property rights in these Marks. Use of the SQF Marks by a Certified Supplier is voluntary.
- 5.2 PJRFSI furnishes Certified Suppliers with an electronic file of the SQF Marks as appropriate (see @2.3 and @2.4 below). Suppliers may only use and reproduce the SQF Marks in accordance with this Procedure and with the SQF rules of use which are designed to protect the integrity and enhance the value of the SQF Marks. These rules of use are defined in the latest edition of the SQF Code. No fees are payable for use of the Marks other than those fees payable to obtain and maintain certification.
- 5.3 SQF Logo: Upon and for the duration of certification and *with approval from PJRFSI*, Suppliers certified to SQF Code , may use the SQF Logo on documents and materials that are used for public display *except for* product packaging.
- 5.4 SQF Quality Shield: Upon and for the duration of certification and *with approval from PJRFSI*, Suppliers certified to SQF Quality Code only may use the SQF Quality Shield on product packaging.

6. FSMA: FSVP/VQIP

- 6.1 FDA Logo is for the official use of the U.S. Food and Drug Administration (FDA) and not for use on private sector materials. Unauthorized use of the FDA logo may violate federal law and subject those responsible to civil and/or criminal liability.
- 6.2 PJRFSI logo may be used in accordance with Section 7 below.

7. CANNABIS LOGO



- 7.1 The PJRFSI Cannabis Mark is owned by PJRFSI and the Supplier obtain no property rights in this mark. Use of the PJRFSI Mark by the Supplier is voluntary.
- 7.2 PJRFSI furnishes the Supplier with an electronic file of the PJRFSI Mark upon request. The Supplier may only use and reproduce the PJRFSI Mark in accordance with the rules outlined in this Procedure which are designed to protect the integrity and enhance the value of the PJRFSI Mark. No fees are payable for use of the Mark other than those fees payable to obtain and maintain certification.
- 7.3 Upon and for the duration of certification and *with approval from PJRFSI*, the Certified Supplier may use the PJRFSI Cannabis Mark on documents, materials, and website that are used for public display. The PJRFSI Cannabis Mark cannot be used on product packaging.

- 7.4 The Cannabis Logo shall be reproduced in a size that makes all features of the mark clearly distinguishable. If the Logo is reproduced in a single color, the color may be black or white provides sufficient contrast to make the mark clearly identifiable. Can be used on black, white or solid color background. White background is preferred.
- 7.5 If reproduced in more than one color, the type shall be reproduced in blue and green (RGB Green #1F4D21 and Blue 200054). Do not use any other colors in presenting the logo or alter these color selections in any way - such as incorporating a tint, a fade or other devices.

8. **Gluten- Free Mark**

- 8.1 The Gluten- Free Certification Program Logos must conform to Gluten-Free Certification Program (GFCP) Trademark Usage Guide. All uses of the GFCP trademark must be approved by the Allergen Control Group Inc. prior to final production/ printing. Email the form and art work to labels@glutenfreecert.com
- 8.2 CCA trademark used under license for products sold in Canada, and related marketing materials. The Canadian Celiac Association (CCA) endorses the **Gluten-Free Certification Program** and owns this trademark for use in the Canadian market.
- 8.3 BEYOND CELIAC trademark used under license for products sold in the U.S.A., and related marketing materials. BEYOND CELIAC endorses the **Gluten-Free Certification Program**. The BEYOND CELIAC trademark is owned by the National Foundation for Celiac Awareness (NFCA)
- 8.4 GFCP trademark used under license for products sold outside North America, and related marketing materials. This trademark is owned by the Allergen Control Group Inc.

9. **GRMA MARK**

- 9.1 The GRMA name or authorized logo shall not be misrepresented or used in any manner that could be misconstrued or be defamatory to GRMA. The GRMA logo is not the mark of conformity. The scheme authorizes the use of the Mark when an IAF recognized accreditation body accredits PJRFSI.
- 9.2 PJRFSI shall promptly report misuse of GRMA authorized logos or marks, the GRMA name by certified suppliers or any other third party, to GRMA for investigation.
- 9.3 PJRFSI furnishes the Supplier with an electronic file of the GRMA Mark upon request. The Supplier may only use and reproduce the GRMA Mark in accordance with the rules outlined in this Procedure which are designed to protect the integrity and enhance the value of the GRMA Mark. No fees are payable for use of the Mark other than those fees payable to obtain and maintain certification.

10. **CanadaGAP Mark**

- 10.1 The CanadaGAP logo is a certification mark owned by CanAgPlus used under license by PJRFSI. It cannot be modified or adapted under any circumstances.
- 10.2 Any use of the CanadaGAP program certification mark of conformity must be approved by PJRFSI in advanced and cannot be used on product, product labels or packaging, or in any way that may be interpreted as denoting product conformity.
- 10.3 During the period of suspension, the program participant is prohibited from using the certificate, the Program logo or other mark(s) or any other document or claim that is any way linked to certification in relation to the suspended scope.

11. LEAF Marque Logo

- 11.1 The LEAF Marque logo is registered as a Collective Mark, this means that only members of LEAF “The Charity” can use the logo. Only farmers or their agents can apply the LEAF Marque logo to agriculture produce produced on the farm that has achieved LEAF Marque full approval. Crops or livestock that are grown or reared by a third party, outside the control of the certified business, on land owned by the certified farming business do not qualify as certified crops and thus are not permitted to carry the logo.
- 11.2 It is necessary to complete the Warranty chain agreement in My LEAF for all businesses that apply the logo to produce and/or use it on printed promotional material and or make reference to LEAF Marque for the promotion of their business.
- 11.3 The LEAF Marque farmer shall not use (or authorise or license others to use) the Collective Mark and/or the Logo in any way outside the scope of the above consent and they shall not use or authorise or license others to use any name, mark, sign or device confusingly similar to the LEAF Marque Collective Mark and/or the Logo

12. PJRFSI MARK

- 12.1 The PJRFSI Mark is owned by PJRFSI and the Supplier obtain no property rights in this Mark. Use of the PJRFSI Mark by the Supplier is voluntary.
- 12.2 PJRFSI furnishes the Supplier with an electronic file of the PJRFSI Mark upon request. The Supplier may only use and reproduce the PJRFSI Mark in accordance with the rules outlined in this Procedure which are designed to protect the integrity and enhance the value of the PJRFSI Mark. No fees are payable for use of the Mark other than those fees payable to obtain and maintain certification.
- 12.3 Upon and for the duration of certification and *with approval from PJRFSI*, the BRCGS Certified Supplier may use the PJRFSI Mark on documents and materials that are used for public display *except for* product packaging.

13. ACCREDITATION BODY MARKS

- 13.1 A client wishing to use the Marks of PJRFSI’s Accreditation Bodies should contact PJRFSI for approval and rules of use.

14. REGISTRATION CERTIFICATE

- 14.1 PJRFSI is the sole authority by which PJRFSI Certificates of Registration are granted. All certificates and all electronic reproductions of certificates remain the property of PJRFSI.
- 14.2 Certificates of Registration, including electronic reproductions of certificates, must be surrendered or destroyed upon re-issue of replacement certificates or upon withdrawal or cancellation of certification.
- 14.3 When a Supplier displays a color reproduction of their certificate on their website or as part of any electronic publication, the reproduction must be protected from forgery (i.e. set to invalid download/print).

15. RESPONSIBILITIES AND OBLIGATIONS OF THE SUPPLIER (including but not limited to):

- 15.1 direct any queries to PJRFSI regarding intended manners of publicizing certification or intended use of Certification Marks (Certification Marks refers to BRCGS, GLOBALG.A.P.,

- SQF, PRIMUSGFS, CANNABIS, GFCEP, GRMA, CanadaGAP, Leaf Marque, PJRFSI, and/or any Accreditation Body Marks);
- 15.2 comply fully with BRCGS, GLOBALG.A.P., SQF, GFCEP, PRIMUSGFS, CANNABIS, GRMA, CanadaGAP, Leaf Marque, PJRFSI, and/or any Accreditation Bodies' rules of use regarding Certification Marks and publicizing of certification;
 - 15.3 discontinue any publicizing of certification or any use of Certification Marks to which BRCGS, GLOBALG.A.P., SQF, PRIMUSGFS, GFCEP, CANNABIS, GRMA, CanadaGAP, Leaf Marque, PJRFSI, and/or any Accreditation Bodies would reasonably object;
 - 15.4 do not publicize certification or use the Certification Marks in such a manner as to bring BRCGS, GLOBALG.A.P., SQF, PRIMUSGFS, GFCEP, CANNABIS, GRMA, CanadaGAP, Leaf Marque, PJRFSI or any Accrediting Bodies into disrepute;
 - 15.5 do not publicize certification or use the Certification Marks in a manner which BRCGS, GLOBALG.A.P., SQF, PRIMUSGFS, GFCEP, CANNABIS, GRMA, CanadaGAP, Leaf Marque, PJRFSI, and/or any Accreditation Bodies may consider unauthorized or misleading to the market;
 - 15.6 While the Supplier's products are included in the Scope of Certification, BRCGS, GLOBALG.A.P., SQF, PRIMUSGFS, GFCEP, CANNABIS, GRMA, CanadaGAP, Leaf Marque, Certification only indicates that the Supplier's BRCGS, GLOBALG.A.P., SQF, GFCEP, PRIMUSGFS, CANNABIS, GRMA, CanadaGAP, Leaf Marque, Food Safety and Quality Management System appears to conform to the current and applicable BRCGS Standard. Therefore, when using the BRCGS GLOBALG.A.P., SQF, GFCEP, CANNABIS, GRMA, CanadaGAP, Leaf Marque, or PRIMUSGFS Marks and when promoting its BRCGS, GLOBALG.A.P., SQF, GFCEP, CANNABIS, GRMA, CanadaGAP, Leaf Marque, or PRIMUSGFS Certification in general, the Supplier should not represent its Certification as guaranteeing the safety of the Supplier's products or services or even that the products or services meet all food safety regulations at all times;
 - 15.7 operate entirely within the scope of its Certificate of Registration, including the Registration Schedule, and make claims regarding certification only in respect of the scope for which certification has been granted;
 - 15.8 do not publicize certification and/or use Certification Marks on business cards, signboards, websites, or other media which also cite other subsidiary companies, site addresses, and/or products and services not covered on the Certificate of Registration unless those companies, sites, products, and/or services not covered are clearly identified as such;
 - 15.9 do not use Certification Marks on any legal documents (e.g., contracts, checks, calibration reports);
 - 15.10 use only current and unmodified versions of the Certification Marks;
 - 15.11 when providing copies of any certification documents (certificates and audit reports) to interested parties, reproduce those documents in their entirety or otherwise seek permission in writing from PJRFSI;
 - 15.12 ensure that no Certificate of Registration or report or any part thereof is used in a misleading manner and do not use audit report excerpts for publicizing certification;
 - 15.13 give BRCGS, GLOBALG.A.P., SQF, GFCEP, PRIMUSGFS, CANNABIS, GRMA, CanadaGAP, Leaf Marque, PJRFSI, and/or their agents reasonable access to examine the goods, products, wraps, packaging, containers, stationery, publicity material, and all other such items bearing or indicating Certification Marks for the purpose of confirming

compliance with the Certificate of Registration and this procedure;

- 15.14 pay within the specified time any fees set by BRCGS, GLOBALG.A.P., SQF, GFCP, PRIMUSGFS, GRMA, CanadaGAP, Leaf Marque, or PJRFSI or as otherwise agreed to by the parties; and
- 15.15 upon suspension, withdrawal, or cancellation of certification, comply with rules outlined in Section @15.0.

16. **GROUND FORS SUSPENDING OR WITHDRAWING USE OF CERTIFICATION MARKS**

- 16.1 Where PJRFSI has suspended a Supplier's Food Safety Certificate of Registration, for the duration of the suspension, the Supplier:
 - 16.1.1 shall not represent itself as holding a Certificate of Registration;
 - 16.1.2 shall not use any goods, products, packaging, stationery, or other items that contain a BRCGS, GLOBALG.A.P., SQF, GFCP, CANNABIS, GRMA, CanadaGAP, Leaf Marque, or PRIMUSGFS Logo that may indicate the Supplier holds a BRCGS, GLOBALG.A.P., SQF, GFCP, CANNABIS, or PRIMUSGFS Certificate of Registration;
 - 16.1.3 shall notify any customers as required.
- 16.2 The Supplier can no longer use the Logo if its certification is not renewed or is withdrawn by PJRFSI, and the Supplier will be responsible for withdrawing the Logo from its supply chain within 48 hours of non-renewal or withdrawal of certification.
- 16.3 Permission for a Supplier to use the Certification Marks will be:
 - 16.3.1 suspended if the Supplier's Certification is suspended; and/or
 - 16.3.2 withdrawn if the Supplier's Certification is withdrawn, relinquished, or not renewed.
- 16.4 Conditions for suspending or withdrawing a Supplier's permission to use the Certification Marks include (but are not necessarily limited to):
 - 16.4.1 suspended if the Supplier breaches or fails to comply with these Rules;
 - 16.4.2 suspended if the Supplier fails to use the Certification Marks in accordance with its Certificate of Registration, including the Registration Schedule;
 - 16.4.3 withdrawn if the Supplier uses the Certification Marks in a way that, in the opinion of BRCGS, SQF, GLOBALG.A.P., GFCP, PRIMUSGFS, GRMA, CanadaGAP, Leaf Marque, PJRFSI, and/or any Accreditation Bodies is detrimental to the Certification Trade Marks, or any of the Certification Mark issuing bodies as a whole, or is misleading to the public or otherwise contrary to law;
 - 16.4.4 withdrawn if the Supplier has an administrator, receiver, receiver and manager, official manager or provisional liquidator appointed over its assets or where an order is made or a resolution passed for the dissolution of the Supplier (except for the purpose of amalgamation or reconstruction) or the Supplier ceases to carry on business or 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;
 - 16.4.5 suspended or withdrawn as deemed appropriate if the Supplier refuses to discontinue improper use of Certification Marks or improper publicizing of certification; persists in violation of this procedure regarding use of Certification Marks and publicizing of certification; misuses the Certification Marks repeatedly in different ways; and/or fails to promptly and affirmatively implement corrective actions as instructed.
- 16.5 Upon suspension of a Supplier's certification, the Supplier must stop publicizing certification and stop using the Certification Marks for the duration of the suspension and must at its own expense isolate all goods, products, wraps, packaging, containers, stationery, publicity material, and all other such items bearing or indicating the

Certification Marks during such period of suspension.

- 16.6 Upon withdrawal of a Supplier's certification, all goods, products, wraps, packaging, containers, stationery, publicity material and all other such items bearing or indicating the Certification Marks shall, at the Supplier's expense, be destroyed or disposed of, or be treated to have the Certification Marks obliterated. The Supplier must also return to PJRFSI its Certificate of Registration and all electronic copies of the Certification Marks.
- 16.7 Upon withdrawal or during any period of suspension of a Supplier's certification, the Supplier shall not, without the consent of PJRFSI, sell, or expose for sale, any goods or services bearing the Certification Marks.

17. CORRECTIVE ACTIONS

- 17.1 PJRFSI immediately begins corrective action proceedings upon discovery of improper publicizing of certification and/or misuse of Certification Marks.
- 17.2 Non-certified Suppliers found to be using the Certification Marks, including former Certified Suppliers, receive one written warning, via registered mail return receipt requested, to cease and desist the improper publicizing of certification or use of Marks, with a specific deadline for acquiescence. Should the misuse continue, PJRFSI notifies scheme owner and Accreditation Bodies as appropriate and may refer the matter to appropriate legal counsel for action.
- 17.3 Certified Suppliers who violate the rules regarding the publicizing of certification and use of Certification Marks are instructed to implement effective corrective action in writing, either via a nonconformity report, registered letter from the President, or other means.
- 17.4 PJRFSI follows up on such corrective action requests and obtains written agreement from the Supplier to:
 - 17.4.1 Discontinue the improper use at once;
 - 17.4.2 Notify any person or organization that may have been misled in any way, shape, or form by the misuse, of the corrective action and the reasons therefore, copying PJRFSI's Food Safety Program Representative and President in writing.
- 17.5 At PJRFSI's discretion, follow-up actions may include scheduling a special surveillance of the Supplier's facility; inquiring of recipients of the Supplier's corrective action letters; or other means that may be appropriate.
- 17.6 In any event, the incidence of misuse is followed up at subsequent audits of the Supplier.

18. NOTICES

- 18.1 Any notice or other communication to be given or sent to scheme owner(s) or the Supplier shall be deemed to be duly given or sent if sent by pre-paid post, e-mail, or facsimile transmission to the last known address of the party concerned.

19. APPENDIX 1 - PERRY JOHNSON REGISTRARS FOOD SAFETY, INC. (PJRFSI) CERTIFICATION MARK

A Supplier wishing to use the PJRFSI Certification Mark should request camera ready artwork from PJRFSI. The PJRFSI Mark shall be reproduced in a size that makes all features of the mark clearly distinguishable. If the Mark is reproduced in a single color, the color may be black or a single-color belonging to the house-style of the certified organization if the color provides sufficient contrast to make the mark clearly identifiable. If reproduced in more than one color, the type shall be reproduced in PMS 293 and the red outlining graphic and apple shall be reproduced in PMS 185.

