



ORGANIC CERTIFICATION MARK

7.1 INTRODUCTION

- i. Organic Certification Mark – “India Organic Logo” on a product indicates that the product has been duly certified by a Certification Body under the National Programme for Organic Production (NPOP). All products certified as organic under NPOP shall be granted license to use India Organic Logo, subject to the conditions specified herein.
- ii. The License to use the Trademark – “India Organic Logo” will be granted on the basis of compliance of the standards laid down under NPOP. The “India Organic” Logo shall depict that the organic product has been produced, processed, packed and transacted under the NPOP.
- iii. The Trademark “India Organic” is owned by the Government of India. License to use the “India Organic” Logo will be granted to such producers, manufacturers, processors, and exporters whose products are duly certified by the Certification Bodies under NPOP. The use of the “India Organic” Logo shall be governed by Regulations prescribed/ notified herein.

7.2 INDIA ORAGNIC LOGO

- i. The India Organic Logo under National Programme for Organic Production (NPOP) is given below:



The Indian Organic Logo must comprise of the colour specifications listed below:-



C - 52 M - 8
Y - 100 K - 0



C - 0 M - 78
Y - 77 K - 0



C - 44 M - 11
Y - 0 K - 0

- ii. The 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:



- iii. For use of India Organic Logo in black and white, prior written permission will be sought from the Certification Body stating clearly the justification for such request.

- iv. The India Organic Logo in Black and White shall be used only at the primary production level and for those products and scope for which permission has been granted in writing.

7.3 CONCEPT OF ORGANIC LOGO

Symbolizing the rhythm of cosmic and earth forces represented by the blue and coral waves of force and energy, 'India Organic' logo celebrates the essence of nature. These forces work in harmony upon the earth's environment and this rhythm is reinforced and supported by the green plant growth. The colours used have a special significance in the logo concept. The cosmic force in blue symbolizes universal purity. The plant in green uses the colour of nature and natural products untouched by chemicals. The blue background is symbolic of earth's environment that is congenial for life to thrive in and is also free of pollution and harmful chemicals. India Organic etched over the surface authenticates the carrier as "Organic" and also establishes the Indian connection for all the carriers of the mark. Words "Jaivik Bharat" are etched at the bottom in devnagri and roman script to re-affirm India's resolution to promote Organic Farming practices. Beautifully synthesizing all the elements of our environment, the logo also communicates total adherence to the National Organic Standards.

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

The following regulations, which include any modifications and additions thereto, shall apply for grant of a license for use of the Certification Trademark only on the certified products produced, processed, packed, and labelled as per the National Standards for Organic Products.

7.4.1 Short Title and Commencement– (1) These regulations may be called the India Organic Certification Trademark Regulations, 2024.

7.4.2 Definitions– In these regulations, unless the context otherwise requires–

- a. "Applicant" means any manufacturer, processor, exporter who applies to the Certification Body for grant of a license to use the Certification Trademark.

- b. "Certification Trademark" means the India Organic logo as shown in Regulation 7.2(i) above.
- c. "Certification Body" shall mean an agency accredited and authorized by NAB to operate and promote the NPOP on behalf of the NAB.
- d. "Licensee"/ "Authorized User" shall mean an applicant who has been granted the license to use the Certification Trademark.
- e. "National Accreditation Body (NAB)" means a body appointed by the National Steering Committee constituted under the National Programme for Organic Production by the Government of India.
- f. "National Steering Committee" (NSC) is the Committee responsible for the implementation and administration of the NPOP and comprises members from APEDA, Tea Board, Spices Board, Coffee Board, Ministry of Agriculture etc. and may include any other body as may be notified from time to time.
- g. National Programme for Organic Production (NPOP) refers to a Programme of the Government of India which provides for an institutional mechanism for implementation of the National Standards for Organic Production.
- h. "National Standards for Organic Production" shall refer to standards contained in the National Programme for Organic Production.
- i. "Regulations" shall refer to the instant Regulations governing use of the India Organic Logo, as amended from time to time by the NAB. The Regulations are open to public inspection in the same way as the Indian Register of Trademarks is open to public inspection, any amendment of the Regulation is not effective until the amended Regulation have been accepted by the Indian Registrar of Trademarks.
- j. All other words and expressions used in the Regulations and not defined herein shall have the ordinary meanings assigned in the English language.

7.4.3 Use of the India Organic Logo; Authorized Users

7.4.3.1 A product will be allowed to be exported as “Organic Product” only if it is produced, processed and packed under the Certification Trademark issued by Certification Bodies authorized by the NAB, constituted under the provisions of the NPOP.

7.4.3.2 Ministry of Commerce & Industry is the sole, absolute, and exclusive owner of the Certification Trademark. The Certification Bodies are agents of the Ministry of Commerce & Industry. The relationship between Ministry of Commerce & Industry and the Certification Bodies is governed by the terms of an Agency Agreement entered into between the Parties.

7.4.3.3 The Certification Body, while granting certification to an applicant is merely acting as an agent of the Ministry of Commerce & Industry and any certification conferred on such applicant is deemed to have been ultimately conferred and authorized by Ministry of Commerce & Industry.

7.4.3.4 **Revocation of License:** A license to use the Certification Trademark may be revoked if the licensee:

- a. Challenges the validity of the Certification Trademark; or
- b. Challenges the Ministry of Commerce & Industry as the sole, absolute, and exclusive owner of all right, title, and interest in the Certification Trademark, and the goodwill associated therewith; or
- c. Takes any action, which would impair the rights of Ministry of Commerce & Industry in and to the Certification Trademark or the goodwill associated therewith.

7.4.3.5 A license granted to an applicant to use the Certification Trademark in India is a privilege bestowed at will and does not constitute a legally enforceable right, title or interest. At all times this permission is subject to the rights, duties, and restrictions contained in the Regulations. By accepting Certification, the Licensee acknowledges and accepts that:

- a. Grant of a license to use the Certification Trademark is not an assignment or grant of any right, title or interest in or to the Certification Trademark.
- b. No right, title or interest in or to the Certification Trademark can be acquired or claimed by virtue of the permission granted herein or through any use of the Certification Trademark;
- c. All goodwill deriving from use of the Certification Trademark inures to and for the benefit of the Ministry of Commerce & Industry; and
- d. The Ministry of Commerce & Industry is the sole, absolute, and exclusive owner of the Certification Trademark.

7.4.3.6 Register of Licensee/Authorized User: NAB through the Certification Body(s) shall maintain a register of the licensees/authorized users who are authorized to use the Certification Trademark

7.5 Manner of Applying for License

7.5.1 Every application for the grant of a license to use the Certification Trademark shall be made to the Certification Body on **Form 1** prescribed herein.

7.5.2 Every application for a license shall be accompanied by a statement furnishing in detail 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 license is applied for.

7.5.3 Every application shall be signed in the case of an individual, by the applicant or, in the case of a firm, by the proprietor, partner or the managing director of the firm or by any other person authorized to sign any declaration on behalf of the firm. The name and designation of the person signing the application shall be recorded legibly in the space set apart for the purpose in the application form.

7.5.4 Every application for a license shall, on receipt by the Certification Body, be numbered in the order of priority of the receipt and be acknowledged.

7.5.5 The Certification Body may call for any supplementary information or documentary evidence from any applicant in support of or to substantiate any statement made by him in his application, within such time as may be directed by the Certification Body, and non-conformity with such direction may have the effect of the application being summarily rejected by the Certification Body.

7.5.6 On receipt of an application for a license and before granting a license, the Certification Body may:

- a. Require evidence to be produced that the product or process in respect of which a license has been applied for conforms to the standards and specifications set out in the NPOP and the NSOP;
- 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 shall conform to the standards and specifications set out in the NPOP and the NSOP;
- c. Require all reasonable facilities to be provided to an Inspector of the Certification Body to inspect the farms, processing units, office, workshop, testing laboratories or godowns and any other premises of the applicant and to draw and test a sample or samples for the purpose of verifying the evidence produced by the applicant under clause (a) or clause (b) or both;
- d. For the purpose of clause (a), direct the applicant to submit samples to such testing authority as Certification Body may consider appropriate. The expenses for testing shall be borne by the applicant; and
- e. On the basis of any report received under clause (c) or clause (d) or both, the Certification Body may, as deemed fit, require the applicant to carry out such alterations in, or in addition to, the process of manufacture or production in use by the applicant.

7.6 Grant of License

7.6.1 If, after having regard to requisite skill, resources, production, processing previous performance and antecedents relevant to the issuance of the license, the Certification Body, is satisfied that the applicant is fit to use the Certification Trademark, the Certification Body shall grant a license in **Form 2** authorizing the use of the Certification Trademark in respect of the product or class of products manufactured by the applicant in respect of the process employed in any production, manufacture or work, subject to such terms and conditions as specified in these regulations. The Certification Body shall intimate the applicant about grant of license.

- a. The applicant shall be entitled to use the Certification Trademark and restrict its use to such products or services, which will meet the norms and standard specifications of the products, set out in the NPOP. The Certification Trademark may be affixed to the products and/or used on packaging or promotional material or in the context of advertising activities.
- b. In the event of a withdrawal of the right to use the aforesaid Certification Trademark, the certificate or the license shall be returned to the Certification Body. The right to use the Certification Trademark expires at the same time without giving rise to any indemnification claim against the NAB and/or the Certification Body.
- c. The applicant is entitled to use the aforesaid Certification Trademark in accordance with these Regulations governing its use.
- d. Where the application for a license is made by a person, whose license is cancelled by the Certification Body due to furnishing of incorrect information or use of the Certification Trademark in relation to any product other than that for which it has been granted license, he shall not be eligible to reapply for a period of time as determined by the Certification Body having regard to the facts and circumstances of each case. In any event, such period shall not exceed one year.

- 7.6.2** A license shall be granted on Form 2 prescribed in the NPOP from time to time for a period of one year and a declaration by licensee shall be given on Form 3.
- 7.6.3** The Certification Body may by giving one month's notice to a Licensee, alter any terms and conditions subject to which the license has been granted during the validity of the license.
- 7.6.4** Where the Certification Body, after a preliminary inquiry, is of the opinion that a license should not be granted, it shall give a reasonable opportunity to the applicant of being heard, either in person or through a representative authorized by him on his behalf and may take into consideration any fact or explanation urged on behalf of the applicant before rejecting the application.
- 7.6.5** A license shall expire at the end of the period for which it is granted.

7.7 Conditions of a License

- 7.7.1** The Certification Trademark shall be applied in such manner as it may be easily visible as a distinct mark on the products or the packaging or on test certificates relating to articles which cannot be labelled or covered. The Certification Trademark shall be applied to only such types, grades, classes, varieties, sizes of the products for which the license has been granted. The manner, in which the licensee proposes to place or use the Certification Trademark, must be approved by the Certification Body.
- 7.7.2** When a Certification Trademark has been specified in respect of an article or process, no person other than the licensee in possession of a valid license shall make any public claim, through any advertisement, sales promotion leaflets, pricelists or the like, that his product conforms to the relevant Certification Trademark or carries the Certification Trademark.
- 7.7.3** Every licensee shall institute and maintain, to the satisfaction of the Certification Body, a system of control to keep up the quality of his

production or process by means of a scheme of testing and inspection, so as to ensure that the articles or process, in respect of which the Certification Trademark is being used, comply with the relevant norms and procedures of the Certification Body and the NPOP.

The licensee shall maintain a complete record of the tests and inspection and such other data as specified in the scheme for testing and inspection, to establish to the satisfaction of the Certification Body that the required control of production or process has been and is being satisfactorily maintained. Such records shall, on demand, be made available for inspection to the Certification Body.

- 7.7.4** a. Any license granted by the Certification Body may be suspended or cancelled by it, if it is satisfied:
- i. that the products marked with the Certification Trademark under a license do not comply with the related norms and procedures as prescribed in the NPOP; or
 - ii. that the licensee had used the Certification Trademark in respect of a process which does not comply with the procedures and specifications prescribed in the NPOP; or
 - iii. that the licensee failed to provide reasonable facilities to the Certification Body to enable them to discharge the duties imposed on them; or
 - iv. that the licensee has failed to comply with any of the terms and conditions of the license.
- b. Before the Certification Body suspends or cancels any license, it shall give the licensee not less than fourteen days notice of its intention to suspend or cancel the license.
- c. On the receipt of such notice, the licensee may submit an explanation on its behalf to the Certification Body within fourteen days from the receipt of the notice. If an explanation is submitted, the Certification Body may consider the explanation and give a hearing to the licensee within fourteen days from the date of receipt of such explanation or before the expiry of the notice whichever is longer.

- d. If no explanation is submitted, the Certification Body may, on the expiry of period of the notice, suspend or cancel the license by addressing a written communication within 14 days of the expiry of the period stipulated in sub-paragraph (c) herein above.
- e. Where a license has been suspended or cancelled, the licensee shall forthwith discontinue the use of the Certification Trademark notwithstanding the pendency of any proceeding before an arbitrator and if there be, with the licensee or his agents, any articles in stock which have been improperly marked, the licensee or his agents, as the case may be, shall take steps to get the Certification Trademark on such articles either removed, cancelled, defaced or erased.

7.7.5 When a license has been suspended or cancelled, the Certification Body shall so advise the licensee in writing and publish such a suspension or cancellation in a manner as found appropriate by the said Certification Body.

7.7.6 If, at any time,

- a. there is some difficulty in maintaining the conformity of the product or articles to the specification or if the testing equipment goes out of order, the marking of the product shall be stopped by the licensee, under intimation to the Certification Body. The marking may be resumed as soon as the defects are removed and information regarding such resumption of marking be sent to the Certification Body, immediately thereafter.
- b. the Certification Body has sufficient evidence that the product carrying the Certification Trademark may not be conforming to designated norms and procedures, the licensee shall be directed to stop the marking of such product. The resumption of marking on the product shall be permitted by the Certification Body after satisfying itself that the licensee has taken necessary actions to remove the deficiencies.

- 7.7.7** The decision of the Certification Body for arriving at such decision shall be communicated, in writing by registered post, to the applicant or the licensee, as the case may be.
- 7.7.8** An inspection, specially made at the request of an applicant or a licensee, shall be chargeable to the account of the applicant or the licensee. Charges for such special inspection or inspections shall be such as may be decided by the Certification Body.
- 7.7.9** When the designated norms and procedures of the Certification Body are withdrawn and not superseded by any other norms and procedures, any license issued in respect thereof shall be deemed to have been cancelled from the date of withdrawal of such designated norms and procedures as stated above and any such license shall be forthwith surrendered to such Certification Body by the licensee. In the case of such cancelled license, a part of the license fee, if paid in advance, proportionate to the unexpired period of the license shall be adjusted against any future fee payable by the licensee or the said part of the license fee can be refunded depending on the decisions of the Certification Body.
- 7.7.10** The following procedures shall apply in the case of inspection in respect of any product or process where a license for the use of Certification Trademark in respect of that article or process has been issued, or an application has been made for a license.
- a. When the Certification Body proposes to inspect the process or product of an applicant, it shall, preferably, give reasonable notice of its visit to the applicant. However, where the Certification Body proposes to inspect the premises of a licensee, such notice is not necessary;
 - b. If during an inspection, the Certification Body wishes to take one or more samples of any product, material or substance, it shall do so in the presence of the applicant or a responsible person belonging to the establishment of the applicant, as the case may be;
 - c. The Certification Body may at its discretion, and shall if the applicant or the responsible person belonging to the establishment demands it, take duplicate samples and give one sample to the applicant or such responsible person;

- d. The Certification Body may at its discretion, and shall if the applicant or the responsible person belonging to the establishment demands it, place each such sample in a covering and jointly seal each sample. In the case of samples drawn by the Certification Body which cannot be so sealed, such samples shall be marked with certain identification to establish their identity;
- e. Impression of the seals and details of identification shall be given in the Certification Body's report. The samples shall be labelled giving complete details; and
- f. The Certification Body shall give a receipt for a sample or samples taken and retain a duplicate copy of the receipt duly signed by the person in whose presence the sample was taken.

7.7.11 The Certification Body may take samples of products marked with the Certification Trademark from the godowns or any such premises of any agent of the applicant or from the articles put up for sale in the open market by the applicant or its agent.

7.7.12 The Certification Body shall arrange at least one inspection visit in a year in respect of each license granted.

7.7.13 The Certification Body shall make a detailed report of every inspection made by it.

7.8 Fees

7.8.1 Every application for the grant of a license shall be accompanied by a fee payable to the NPOP Secretariat prescribed for this purpose by the NAB from time to time.

7.8.2 The application for grant of license to the Certification Body should be accompanied by the fee receipt.

7.8.3 No such fee or part there of shall, in any circumstances, be refunded in any situation except otherwise provided herein.

7.9 Undertaking

Prior to the grant of license, the applicant shall sign an undertaking to the effect that he will make no claim, direct or implied, that the license to be granted relates to any products or processes other than those that will be set out in the license.

7.10 Surveillance and regular review

- a. The grant of a license shall be followed by surveillance visits. The frequency and extent of visits shall be determined by the Certification Body.
- b. The surveillance visits may be without notice to the applicant to ensure that the systems and procedures already assessed are being maintained.
- c. The special reassessment visit shall be necessary where an applicant fails to observe the conditions of the license or where there have been significant changes in the organization of the applicant. The licensee shall be liable for the costs of such special visits.

7.11 Use of Certification Trademark

- a. The licensee may use the Certification Trademark only as authorized by the Certification Body.
- b. An applicant who has been granted a license for using the Certification Trademark for a certain product under these regulations, shall use the license only for that particular product.

7.12 Publicity

- a. The Certification Body shall maintain a list of licensees and make it available to APEDA;
- b. The list shall be updated periodically;
- c. The licensee shall inform potential customers, purchasers or purchasing authorities of the full and exact details of the license;

- d. The licensee shall display the license in his premises;
- e. The licensee shall make use of the Certification Trademark as authorized;
- f. The licensee shall state in documentation brochures or through advertising media that the organization or location to which the license applies have been assessed and approved by the Certification Body. In such advertisement the standards pertaining to the products or process for which a license has been granted is to be stated and a higher level of approval than granted is not to be implied;

7.13 Obligations of the applicant

An applicant on grant of a license to use of the Certification Trademark shall:

- a. At all times comply with the requirements of the license as set out therein and comply with these Regulations or any amendments thereto;
- b. Only claim that it is holding a license in respect of the capability which is the subject of the license and which relates to the products or processes in accordance with the license requirements;
- c. Not use the license in any manner to which the Certification Body may object and shall not make any statement concerning the authority of the applicant's use of the license which in the opinion of the Certification Body may be misleading;
- d. Submit to the Certification Body for approval the form in which it proposes to use its license or proposes to make references to the license;
- e. Upon suspension or termination of the license, however determined, discontinue its use forthwith and withdraw all promotional and advertising matter which contains any reference thereto;
- f. Permit access to the Inspector of the Certification Body for purposes of assessment, audit or surveillance. The licensee shall give full details of all actions taken in response to field problems arising from allegations

- of defects in products or processes covered in the license and allow the Inspector of the Certification Body access to all relevant records and documents for the purpose of verifying such details;
- g. Be required to produce evidence of continuing operations for the products or processes covered by the license. The licensee shall notify the Certification Body in writing of discontinuance in such operations exceeding three months. Discontinuance of a license in excess of six months or more may lead to cancellation of license. In such cases, a new application shall be lodged with the Certification Body and an assessment visit will be necessary prior to grant of a new license;
 - h. Pay all financial dues to the Certification Body in the manner prescribed by it, even for the period of discontinuance or suspension of license.

7.14 Surrender of License

A license may be surrendered by the licensee at any time in writing to the Certification Body. In the case of surrender, the licensee shall return the license with all the related documents to the Certification Body.

7.15 Powers of the Certification Body

The Certification Body may at its discretion:

- a. Refuse to grant a license or extend its scope or cancel or alter so as to reduce the scope of the license provided that the refusal, cancellation or alteration is a recommendation of the Inspector of the Certification Body as to which a decision by the committee constituted by the Certification Body shall be conclusive. The refusal to renew or cancel a license for failure to discharge its obligations shall be based on the report of the Inspector of the Certification Body on assessment/audit during surveillance and regular review. Such decisions shall be communicated to the licensee in writing;
- b. The Certification Body shall be entitled to suspend a license if there are sufficient grounds of non-compliance of the following:
 - i) If surveillance by the Certification Body proves non-conformity to the relevant requirements, but immediate termination is not

- considered necessary;
- ii) If improper use of the license, related documents, is not remedied to the satisfaction of the Certification Body;
 - iii) If there has been any contravention of the procedures set out by the Certification Body;
 - iv) If the licensee fails to meet financial obligations to the Certification Body; and
 - v) On any other grounds specifically provided for under the procedures, rules or formally agreed between the licensee and the Certification Body.
- c. Where a license has been suspended or cancelled on the expiry of the period of its validity, the licensee shall forthwith discontinue the use of the license notwithstanding the pendency of any Appeal in terms of para 16 hereinafter and shall return the license and related documents to the Certification Body.
- d. Where the licensee is unable, in a reasonable period of time, to rectify any deficiencies, which makes the licensee unable to comply with the requirements of this scheme, the license may be cancelled. Cancellation of the license in such case shall require the licensee to lodge a fresh application followed by the procedure prescribed in these regulations for the grant of a new license.

7.16 Misuse of License

- i. The licensee shall be deemed to have misused the license, if it does not cease to display or otherwise use the license for use of the India Organic Certification Trademark immediately after:
 - a. Surrender, suspension, withdrawal or termination of Accreditation under NPOP;
 - b. Surrender, suspension or cancellation of license;

- c. The licensee has failed to implement changes as advised by the Certification Body.
- ii. In case of misuse of license for use of India Organic Certification Mark, the licensee shall be liable to be prosecuted as per applicable law.

7.17 Appeals

- i. Any appeal arising from any order of the Certification Body under this Chapter shall lie before the National Accreditation Body (NAB) and shall be filed within 30 days from the receipt of such order. NAB may condone the delay, in cases where appeal has been filed after the expiry of 30 days if sufficient cause is shown.
- ii. Decision of the NAB while disposing the appeal shall be final and binding on parties thereto.