

USE OF LICENSES, CERTIFICATES AND CERTIFICATION MARK

APPLICATION FOR LICENSE

EVERY APPLICATION FOR THE GRANT OF A LICENSE SHALL BE MADE TO SAPS ON APPLICATION FOR APPROVAL OF CERTIFICATION MARK.

EVERY APPLICATION FOR A LICENSE SHALL BE ACCOMPANIED BY A STATEMENT FURNISHING IN DETAIL THAT 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.

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 SAPS ACCREDITATION BOARD SHALL 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 DIRECTED BY THE ACCREDITED INSPECTION AND CERTIFICATION AGENCY AND NONCOMPLIANCE WITH SUCH DIRECTION SHALL HAVE THE EFFECT OF THE APPLICATION BEING SUMMARILY REJECTED BY THE SAPS

GRANT OF LICENSE

IF SAPS CERTIFIER IS SATISFIED THAT THE APPLICANT OR LICENSEE HAVING REGARD TO REQUISITE SKILL, RESOURCES, PRODUCTION, PROCESSING PREVIOUS PERFORMANCE AND ANTECEDENTS RELEVANT TO THE ISSUANCE OF THE LICENSE IS FIT TO USE THE CERTIFICATION MARK, THE SAPS CERTIFIER SHALL GRANT A LICENSE AUTHORIZING THE USE OF THE CERTIFICATION MARK IN RESPECT OF THE PRODUCT OR CLASS OF PRODUCTS MANUFACTURED BY THE APPLICANT OR LICENSEE IN RESPECT OF THE PROCESS EMPLOYED IN ANY PRODUCTION, MANUFACTURE OR WORK, SUBJECT TO SUCH TERMS AND CONDITIONS AS SPECIFIED IN THESE REGULATIONS AFTER RECEIVING OF CERTIFICATION APPLICATION FORM IN FIVE WORKING DAYS. THE SAPS CERTIFIER SHALL INTIMATE THE APPLICANT ABOUT GRANT OF LICENSE.

- THE APPLICANT SHALL BE ENTITLED TO USE THE CERTIFICATION MARK AND RESTRICT HIS USE THEREOF TO GOODS OR SERVICES, WHICH WILL MEET THE NORMS AND STANDARD SPECIFICATION OF THE PRODUCTS. THE CERTIFICATION MARK AFFIXED TO THE PRODUCTS AND/OR USED ON PACKAGING OR PROMOTIONAL MATERIAL OR IN THE CONTEXT OF ADVERTISING ACTIVITIES.
- IN THE EVENT OF A WITHDRAWAL OF THE RIGHT TO USE THE AFORESAID MARK THE CERTIFICATE OR THE LICENSE SHALL BE RETURNED TO SAPS. THE RIGHT TO USE THE CERTIFICATION MARK EXPIRES AT THE SAME TIME WITHOUT GIVING RISE TO ANY INDEMNIFICATION CLAIM AGAINST DESIGNATED ACCREDITATION AGENCY AND/OR SAPS.
- THE APPLICANT IS ENTITLED TO THE AFORESAID MARK BUT SHALL BE ANSWERABLE FOR THE SAFETY OF THEIR PRODUCTS THEMSELVES. THEY SHALL FURNISH PROOF OF HOLDING SUFFICIENT PRODUCT LIABILITY INSURANCE IN RESPECT THEREOF, IF ASKED REQUIRED BY THE SAPS. NO LIABILITY WHATSOEVER WILL BE ACCEPTED BY SAPS OR DESIGNATED ACCREDITED BODY IN CASE OF FAILURE OF THE ABOVE CLAUSE.
- WHERE THE APPLICATION FOR A LICENSEE IS MADE BY A PERSON, WHOSE LICENSEE IS CANCELLED BY THE SAPS DUE TO FURNISHING OF INCORRECT INFORMATION OR USE OF THE STANDARD OR CERTIFICATION MARK IN RELATION TO ANY OTHER PRODUCT TO DECEIVE THE PUBLIC, HE SHALL NOT BE ELIGIBLE TO APPLY FOR A PERIOD OF SIX MONTHS FROM THE DATE OF SUCH CANCELLATION. THE PERIOD OF DISQUALIFICATION SHALL BE DETERMINED BY SAPS HAVING REGARD TO THE FACTS AND CIRCUMSTANCES OF EACH CASE AND IT SHALL NOT EXCEED A PERIOD OF ONE YEAR.

SURRENDER OF A LICENSE, CERTIFICATES AND CERTIFICATION MARK

A LICENSE CAN SURRENDERED BY THE LICENSEE AT ANY TIME IN WRITING TO THE SAPS. IN THE CASE OF SURRENDER, THE LICENSEE SHALL RETURN THE LICENSE WITH ALL THE RELATED DOCUMENTS TO THE SAPS.

MISUSE OF LICENSEE, CERTIFICATES AND CERTIFICATION MARK

THE LICENSEE SHALL BE DEEMING TO HAVE MISUSED THE LICENSE, IF HE DOES NOT CEASE TO DISPLAY OR USE THE LICENSE FOR USE OF THE CERTIFICATION MARK IMMEDIATELY AFTER:

A) SURRENDER OF LICENSE, SUSPENSION OR CANCELLATION,

B) THE LICENSEE HAS FAILED TO IMPLEMENT CHANGES AS ADVISED BY SAPS.

SAPS RESERVES RIGHT TO TAKE DISCIPLINARY ACTION AGAINST OPERATOR IN VIEW OF INCORRECT REFERENCES TO THE CERTIFICATION SYSTEM OR MISLEADING USE OF LICENSES, CERTIFICATES OR MARKS, FOUND IN ADVERTISEMENTS, CATALOGUES, ABUSIVE USE, FALSE STATEMENTS REGARDING A PRODUCT'S CERTIFICATION OR THE INCORRECT USE OF ITS CERTIFICATION MARKS ETC., SHALL BE DEALT WITH BY SUITABLE ACTION SUCH ACTIONS CAN INCLUDE CORRECTIVE ACTION, WITHDRAWAL OF CERTIFICATE, PUBLICATION OF THE TRANSGRESSION AND, IF NECESSARY, OTHER LEGAL ACTION

SUSPENSION OF USE OF LICENSE, CERTIFICATES AND CERTIFICATION MARK

- ANY LICENSE GRANTED BY SAPS CERTIFIER SHALL BE SUSPENDED OR CANCELLED BY IT, IF IT IS SATISFIED:
 - THAT THE PRODUCTS MARKED WITH THE CERTIFICATION MARK UNDER A LICENSE DO NOT COMPLY WITH THE RELATED NORMS AND PROCEDURES OF THE SAPS; OR
 - THAT THE LICENSEE OR APPLICANT HAD USED THE MARK IN RESPECT OF A PROCESS WHICH DOES NOT COME UP TO THE RELATED DIRECTIONS AND SPECIFICATION OF SAPS; OR
 - THAT THE LICENSEE OR APPLICANT FAILED TO PROVIDE REASONABLE FACILITIES TO THE SAPS ENABLE THEM TO DISCHARGE THE DUTIES IMPOSED ON THEM; OR
 - THAT THE LICENSEE OR APPLICANT HAS FAILED TO COMPLY WITH ANY OF THE TERMS AND CONDITIONS OF THE LICENSE.
- BEFORE SAPS CERTIFIER SUSPENDS OR CANCELS ANY LICENSE, IT SHALL GIVE THE LICENSEE NOT LESS THAN THIRTY WORKING DAYS' NOTICE OF ITS INTENTION TO SUSPEND OR CANCEL THE LICENSE.
- ON THE RECEIPT OF SUCH NOTICE, THE LICENSEE SHALL SUBMIT AN EXPLANATION ON HIS BEHALF TO SAPS WITHIN THIRTY WORKING DAYS FROM THE RECEIPT OF THE NOTICE. IF AN EXPLANATION IS SUBMITTED, SAPS CERTIFIER SHALL CONSIDER THE EXPLANATION AND GIVE A HEARING TO THE LICENSEE WITHIN SEVEN WORKING DAYS FROM THE DATE OF RECEIPT OF SUCH EXPLANATION OR BEFORE THE EXPIRY OF THE NOTICE WHICHEVER IS LONGER. IF NO EXPLANATION IS SUBMITTED IN THIRTY DAYS, SAPS CERTIFIER SHALL ON THE EXPIRY OF PERIOD OF THE NOTICE, CANCEL THE LICENSE BY ADDRESSING A WRITTEN NOTE.
- WHERE A LICENSE HAS BEEN CANCELLED, THE LICENSEE SHALL DISCONTINUE FORTHWITH THE USE OF THE CERTIFICATION MARK NOTWITHSTANDING THE PENDENCY, OF ANY
- WHEN A LICENSE HAS BEEN SUSPENDED OR CANCELLED, THE SAPS CERTIFIER SHALL SO ADVISE THE LICENSEE IN WRITING AND PUBLISH SUCH A SUSPENSION OR CANCELLATION, APPEAL BEFORE THE SAPS APPEAL COMMITTEE IN 30 DAYS 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 SHALL TAKE NECESSARY STEPS TO GET THE CERTIFICATION MARK ON SUCH ARTICLES EITHER REMOVED, CANCELLED, DEFACED OR ERASED.

MARKETPLACE LOGO MONITORING

SAPS QUALITY MANAGER SHALL PLAN ADDITIONAL UNANNOUNCED INSPECTIONS IN RETAIL ARENAS TO MONITOR USE OF THE SAPS AND LOGO IN THE MARKETPLACE AND EVALUATE PRODUCT LABEL CLAIMS FOR CONFORMANCE WITH LABELLING PROVISIONS ESTABLISHED IN APPLICABLE ORGANIC STANDARDS AND PROVISIONS IN THE SAPS ORGANIC CERTIFICATION CONTRACT AND TRADEMARK USE AGREEMENT. FINDINGS OF LOGO MONITORING ACTIVITIES ARE REVIEWED BY SAPS CERTIFIER TO VERIFY THE

VALIDITY OF MARKETPLACE CLAIMS. ANY DISCREPANCIES WILL BE REPORTED TO THE CEO/QM CONCURRENT WITH A NOTIFICATION TO THE OPERATOR.

SAPS CERTIFIER SHALL MONITOR THE HOLDERS OF CERTIFICATES USING ITS CERTIFICATION MARK AND ITS NAME AND MARKETING ORGANIC PRODUCTS TO DETECT ANY IMPROPER REFERENCE TO THE APPLIED ORGANIC REGULATION OR FRAUDULENT USE OF THE CB NAME AND CERTIFICATES BY PLANNING OF ADDITIONAL, UNANNOUNCED INSPECTIONS.

OBLIGATION OF THE LICENSEE

A LICENSEE ON GRANT OF A LICENSE TO USE OF THE CERTIFICATION MARK SHALL:

- AT ALL TIMES COMPLY WITH THE REQUIREMENTS OF THE LICENSE AS SET OUT THEREIN AND COMPLY WITH THESE REGULATIONS OR ANY AMENDMENTS HERETO;
- ONLY CLAIM THAT HE 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,
- NOT USE THE LICENSE IN ANY MANNER TO WHICH DESIGNATED ACCREDITATION AGENCY SHALL OBJECT AND SHALL NOT MAKE ANY STATEMENT CONCERNING THE AUTHORITY OF THE LICENSEE'S USE OF THE LICENSE WHICH IN THE OPINION OF THE SAPS SHALL BE MISLEADING,
- SUBMIT TO SAPS FOR APPROVAL THE FORM IN WHICH HE PROPOSES TO USE HIS LICENSE OR PROPOSES TO MAKE REFERENCES TO THE LICENSE,
- UPON SUSPENSION OR TERMINATION OF THE LICENSE, HOWEVER DETERMINED, DISCONTINUE ITS USE FORTHWITH AND WITHDRAW ALL PROMOTIONAL AND ADVERTISING MATTER WHICH VIOLATES ORGANIC CERTIFICATION REQUIREMENTS.
- PERMIT ACCESS TO THE INSPECTOR OF SAPS 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 SAPS ACCESS TO ALL RELEVANT RECORDS AND DOCUMENTS FOR THE PURPOSE OF VERIFYING SUCH DETAILS,
- BE REQUIRED TO PRODUCE EVIDENCE OF CONTINUING OPERATIONS FOR THE PRODUCTS OR PROCESSES COVERED BY THE LICENSE. LICENSEE SHALL NOTIFY THE SAPS IN WRITING OF DISCONTINUANCE IN SUCH OPERATIONS EXCEEDING THREE MONTHS. DISCONTINUANCE OF A LICENSE IN EXCESS OF SIX MONTHS OR MORE SHALL LEAD TO CANCELLATION OF LICENSE. IN SUCH CASES, APPLICATION SHALL BE LODGED WITH THE ACCREDITED SAPS AND AN ASSESSMENT VISIT WILL BE NECESSARY PRIOR TO GRANT OF A NEW LICENSE,
- PAY ALL FINANCIAL DUES TO THE SAPS IN THE MANNER PRESCRIBED BY IT, EVEN FOR THE PERIOD OF DISCONTINUANCE OR SUSPENSION OF LICENSE.
- DO NOT USE SAPS 'S CERTIFICATION MARK IN ANY WAY LIKELY TO LEAD TO CONFUSION AMONG CONSUMERS.

LICENSEES' RESPONSIBILITIES AN OPERATOR IN THE SCHEME

- AT ALL TIMES COMPLIES WITH THESE REGULATIONS AS AMENDED FROM TIME TO TIME, USES SAPS CERTIFICATION LOGO & CERTIFICATION MARK IN ACCORDANCE WITH THE CONDITIONS DEFINED IN THE PROCEDURE, ONLY IN RESPECT OF THE PRODUCTION AND SUPPLY OF PRODUCTS THAT ARE SUBJECT TO THE CERTIFICATION OF REGISTRATION FROM THE ADDRESS STATED ON THE CERTIFICATE.

- MAINTAINS AND DOCUMENTS OPERATING PROCEDURES IN ACCORDANCE WITH THE REQUIREMENTS OF THE SCHEME AND MAKES AVAILABLE COPIES OF ALL OR ANY PART OF THE DOCUMENTED SYSTEM SHOULD SAPS REQUIRE IT FOR REFERENCE PURPOSES.
- DOES NOT CHANGE THE SYSTEM OF PRODUCTION, PROCESSING OR MANUFACTURE UNDER WHICH THE CERTIFICATE OF REGISTRATION IS ISSUED DURING THE PERIOD OF ITS VALIDITY UNLESS THE HOLDER GIVES SAPS A NOTICE IN WRITING OF THE INTENTION TO DO SO AND RECEIVES CONFIRMATION IN WRITING FROM SAPS CERTIFIER, THAT SUCH VARIATIONS DO NOT RENDER THE CERTIFICATE INVALID.

PROCEDURES FOR RESPONDING TO USE OF SAPS NAME OR CERTIFICATION MARK OR CERTIFICATES BY UNCERTIFIED PARTIES: SAPS RESERVES RIGHT TO TAKE DISCIPLINARY ACTION AGAINST UNCERTIFIED PARTIES OR OPERATOR IN VIEW OF INCORRECT REFERENCES TO THE SAPS 'S CERTIFICATION SYSTEM OR MISLEADING USE OF LICENSES, CERTIFICATES OR MARKS, FOUND IN ADVERTISEMENTS, CATALOGUES, ETC., SHALL BE DEALT WITH BY ACTION. SAPS CERTIFIER IS RESPONSIBLE TO TAKE SUCH ACTIONS INCLUDE WARNING, PUBLICATION OF THE TRANSGRESSION AND IF NECESSARY, OTHER LEGAL ACTION IN FIVE WORKING DAYS AFTER NOTICING THIS.

WITHDRAWAL OF CONTRACT/AGREEMENT

SAPS SHALL RESERVES RIGHT TO WITHDRAW THE AGREEMENT IF THE OPERATOR CEASES DOING BUSINESS WITH THE SAPS OR; IF OPERATOR CANNOT DEMONSTRATE THAT IT IS ABLE TO COMPLY WITH THE APPLICABLE STANDARDS FOR OPERATIONS INCLUDED IN ITS CERTIFICATION APPLICATION

