

## **POLICY      Use of the IFOAM Standard**

NO: 41

MODIFIED DATE: Dec 2010

### **Purpose**

The purpose of this policy is to describe the conditions and processes under which IFOAM will manage the use of the IFOAM Standard by clients and other possible users.

### **Scope**

This policy has no scope limitation and will be effective as soon as the IFOAM Standard is published by IFOAM.

### **Policy**

The IFOAM Standard is an off-the-shelf organic certification standard owned and maintained by IFOAM. The IFOAM Standard is one of the services provided by IFOAM under its Organic Guarantee System to assist the organic world and create synergies in standard setting at the global level. The IFOAM Standard is a global standard with possible regional variations and is approved as part of the IFOAM Family of standards.

### **Accessibility and general use of the standard**

The IFOAM Standard is made publicly available by IFOAM for free download on its website, and any person or organization can use it as a reference to develop their own organic standard or as one example of a global organic standard in studies, campaigns, regulations or any other purpose.

Organic producers, associations or certification organizations may copy parts of the IFOAM Standard or the standard in its entirety and use it to certify organic production, however, they must change the name of the standard and remove any reference to IFOAM in the name of their standard, unless they have signed a specific contract with IFOAM in reference to the IFOAM Standard.

Any standard owner may also independently claim compliance of their standard to the IFOAM standard, under their own responsibility and without use of IFOAM logos or any other text or sign that might indicate any kind of endorsement of this claim by IFOAM, unless they have signed a specific contract with IFOAM in reference to the IFOAM Standard.

Standard owners and certification bodies having IFOAM Accreditation can publicly claim compliance of their standard to the IFOAM Standard and will be provided a certificate and related communication tools for this purpose by the IFOAM Head Office without having to sign a separate contract for the use of the IFOAM standard (the contract with IOAS for IFOAM accreditation will be sufficient).

### **Use of the IFOAM standard under contract with IFOAM**

Clients of the IFOAM Standard are those who sign a contract with IFOAM for the use of the IFOAM standard. The contract will grant them the following benefits:

- a) Right to use the IFOAM Standard to certify organic operators, in its entirety and with its complete name (including reference to IFOAM).
- b) Receipt of a certificate acknowledging that they are allowed to offer certification against the IFOAM Standard to organic operators and if desired, stating which of their certification programs is based on the IFOAM Standard.
- c) Receipt of and right to use a set of communication tools provided by IFOAM in relation to the use of the IFOAM Standard.

These benefits are subject to payment of the entrance and annual fee for the use of the IFOAM standard, according to the fee scheme established by the IFOAM Head Office in procedure 41

corresponding to this policy.

IFOAM Accredited certification bodies are not exempted from signing a contract with IFOAM if they want to use the IFOAM standard as such (not a compliant standard) and benefit from the above advantages.

IFOAM Accredited certification bodies which use a standard compliant with the IFOAM Standard will receive, for no additional fee, the following benefits:

- d) Receipt of a certificate acknowledging that their standard(s) is (are) compliant with the IFOAM standard.
- e) Receipt of and right to use a set of communication tools provided by IFOAM to communicate this compliance.

### **Decision and signature of the contract**

The decision to sign contracts for the use of the IFOAM Standard is taken by the IFOAM Head Office under the responsibility of the Executive Director, based on payment of the entrance fee.

Continued use of the IFOAM Standard and of the above benefits depends upon payment of the related annual fees by the client. The annual fee is due following a timeframe defined under procedure 41 and indicated in each contract. In case these payment duties are not complied with, IFOAM will stop issuing the certificate and will request the client to stop using the related benefits.

### **Illegal use of the IFOAM Standard**

In case of illegal use of the IFOAM Standard is detected (breaching this policy), IFOAM reserves the right to prosecute fraudulent organizations or persons in the legal system.

**Approval of this Policy:** IFOAM World Board.

**Responsible for revisions of this Policy:** The IFOAM World Board.

*First approved by the IFOAM World Board on the 13<sup>th</sup> of December 2010.*