



CERTIFICATION MARK AUTHORITY AND LICENSE TO USE

BACKGROUND

Building on a testing concept designed by member companies, the IASC developed the certification program to allow aloe growers, processors and manufacturers to submit their facilities and products to an audit program and series of rigorous tests which, if they passed, would authorize them to display the IASC Seal of Certification (the “Certification Mark”) on all products and marketing materials. This would enable them to distinguish themselves as having aloe content of the highest quality and purity.

Program Policies & Procedures

Standard Operating Procedures (SOPs)

Any and all revisions to the SOPs or policies associated with the program are subject to approval by the IASC Board of Directors. Any proposed revision must also first be reviewed by the IASC Certification Committee prior to submission to the Board of Directors for approval. Any and all revisions must be based on relevant, factual evidence and maintain or improve the overall integrity and quality of the program.

Discrepancies or grievances of any kind should initially be reported to the Program Coordinator and/or Executive Director, who will attempt to mediate a resolution. If no resolution can be agreed upon, the matter will be handled according to the Code Enforcement rules as set forth in the IASC Code of Ethics & Business Conduct.

The program policies and procedures may be updated at any time, with or without notice. Participants agree to comply with any revisions, additions, or other modifications as of the date they are instituted. Program participants will be notified of changes to the program standards or SOPs by email within seven (7) days of the Board of Directors approving any such changes. It is the responsibility of the program participant to ensure that the IASC has current email contact information. Updated SOPs will be posted to the IASC website with the date of any modifications listed.

Policies – Revisions & Discrepancies/Grievances

Any and all revisions to the SOPs or policies associated with the program are subject to approval by the IASC Board of Directors. Any proposed revision must also first be reviewed by the IASC Certification Committee prior to submission to the Board of Directors for approval. Any and all revisions must be based on relevant, factual evidence and maintain or improve the overall integrity and quality of the program.

Discrepancies or grievances of any kind should initially be reported to the Program Coordinator and/or Executive Director, who will attempt to mediate a resolution. If no resolution can be agreed upon, the matter will be handled according to the Code Enforcement rules as set forth in the IASC Code of Ethics & Business Conduct.

The program policies and procedures may be updated at any time, with or without notice. Participants agree to comply with any revisions, additions, or other modifications as of the date they are instituted. Program participants will be notified of changes to the program standards or SOPs by email within seven (7) days of the Board of Directors approving any such changes. It is the responsibility of the program participant to ensure that the IASC has current email contact information. Updated SOPs will be posted to the IASC website with the date of any modifications listed.

Eligibility

The program is open to all members of the aloe industry including raw materials suppliers (including actual aloe vera plants, processed materials, etc.), manufacturers of finished products, contract manufacturers, resellers, and distributors. Procedures for potential applicants are outlined in the program SOPs and staff are available to assist with any questions.

Code of Ethics & Business Conduct

Program participants, by signing and returning the application or renewing certification, agree to uphold the IASC Code of Ethics & Business Conduct, which consists of a collection of trade recommendations, guidelines and industry best practices. In participants' voluntary endorsement of these meaningful guidelines, they support the promotion of industry self-regulation.

Rights of Usage

Companies participating in the program are authorized and granted the right to display and use the IASC seal, logo, and/or trademarked content ("certification mark") and associated language in any and all marketing materials for those specific product(s) which that entity is directly engaged in selling, and that have passed the certification program criteria. These rights are not transferable to any other entity.

Companies may not indicate or imply in any manner that certification granted for a product(s) or facility applies to any other product(s) or facility not currently certified by the program, or that a company itself is certified beyond the components of the program (i.e., a facility producing finished aloe vera products may be certified, but cannot imply that the entire offerings of the company or its other, non-certified offerings are as well). No company is authorized to transfer the right to use the certification, certification certificate or in any other way authorize any third party to imply that it is a participant in the IASC program or are selling products certified under the program. Only the company to which the certification is issued is authorized to display the IASC certification mark.

Failure to comply with the rights of usage may result in the cancellation of all rights to use the IASC certification mark and may result in public announcements of the failure by the IASC and/or legal action.

Cancellation/Non-Renewal & Removal of the Seal/Language/Trademarked Terms

Those companies whose participation in the program is terminated via non-renewal, non-payment or direct cancellation must immediately remove or cease to display the certification program seal, logo, and/or trademarked terms from all marketing materials, including website(s), packaging, labels, and literature, immediately as of the day of termination. Products and facilities whose participation in the program has been terminated will be listed on the IASC website and subject to additional publicity of the termination as the IASC sees fit.

THE LICENSE TO USE THE CERTIFICATION MARK

1. Scope of license. Subject to the terms and conditions set forth below and the IASC Policies, IASC grants to an Applicant to use the Certification Mark a non-exclusive, non-transferable, royalty-free license to use the Certification Mark for the exclusive purpose of the Use (the “License”). Licensee shall make no other use of the Certification Mark other than the use for which the Application has been made.
2. Non-assignment. Applicant agrees that the rights granted to Applicant under the License, and obtained by Applicant as a result of its application, are license rights only. Applicant shall not attempt to assign this License to any person and such attempted assignment shall automatically void this License.
3. IASC control. Applicant understands, acknowledges, and agrees that (i) prior to the first date of Applicants use of the Certification Mark in connection with the use (hereinafter the “Use”) for which Applicant has applied, Applicant shall obtain IASC approval of all aspects of such use; and (ii) once IASC initially approves Applicant’s Use of the Certification Mark, IASC must approve any subsequent alteration, modification, or change in such use prior to implementation of such alteration, modification, or change.
4. Applicant’s use of the Certification Mark.
 - (a) Certification Mark format. IASC retains the right to specify, from time-to-time, the format in which Applicant shall use and display the Certification Mark, and Applicant shall only use or display the Certification Mark in a format approved by Applicant.
 - (b) Proper notice and acknowledgment. Every use of the Trademark by Licensee shall incorporate in an appropriate manner an “R” enclosed by a circle.
 - (c) Non-impairment of IASC rights. Applicant shall not at any time, whether during or after the term of this Agreement, do or cause to be done any act or thing challenging, contesting, impairing, invalidating, or tending to impair or invalidate any of IASC rights in the Certification Mark or any registrations derived from or related to such rights.

(d) IASC rights and remedies. Applicant acknowledges and agrees that IASC has, shall retain, and may exercise, both during the term of this Agreement and thereafter, all rights and remedies available to IASC, whether derived from this Agreement, from statute, or otherwise, as a result of or in connection with Applicant's breach of this Agreement, misuse of the Certification Mark, or any other use of the Certification Mark by Applicant which is not expressly and specifically permitted by this Agreement, which applies only to a specific application by Applicant

5. Term and termination.

(a) Term and termination upon notice. The term of this Agreement shall begin on the date when Applicant makes application for use of the Certification Mark, however the License contained herein, upon being granted, shall only take effect upon the approval of the applications made by Applicant. The Agreement and the License, if granted, shall continue until the expiration date listed on the Certificate of Certification as issued to the applicant or the product/facility is decertified for non-compliance with program policies or parameters.

(b) Automatic termination for cause. this Agreement and all rights granted hereby, including but not limited to Applicant's right to Licensee's use the Certification Mark, shall automatically terminate without notice from IASC if any of the following occurs: (i) Applicant attempts to assign, sub-license, transfer or otherwise convey, without first obtaining IASC's written consent, any of the rights granted to Applicant by or in connection with this Agreement; (ii) Applicant fails to obtain IASC approval of Applicant's use of the Certification Mark; (iii) Applicant uses the Certification Mark in a manner in violation of, or otherwise inconsistent with, the restrictions imposed by this Agreement; or (iv) Applicant uses the Certification Mark in a manner not expressly permitted by this Agreement.

(c) Effect of termination. Upon termination, all rights granted by this Agreement including, without limitation, Applicant's right to use the Certification Mark, shall expire and, upon such termination, Applicant shall immediately cease and desist from all further uses of the Certification Mark in connection with any Uses which are terminated.

6. Miscellaneous.

(a) Approvals. Any approvals or consents of IASC under this Agreement shall be at the sole and complete discretion of IASC.

(b) Assignment. Applicant shall not assign, sublicense, transfer, or otherwise convey Applicant's rights or obligations under this Agreement without IASC prior written consent.

(c) Attorney fees and Liquidated Damages. If there is a dispute concerning or arising out of this Agreement, IASC shall be entitled to recover its costs and expenses relating to the dispute, including, without limitation, attorneys' fees. Any use of the Certification Mark after the license has been terminated shall cause irreparable harm to IASC as well as the other applicants who are using the Certification Mark in a proper and authorized fashion. In the event of such use, in addition to all other remedies available to it in equity or at law, IASC shall be entitled to recover

\$50,000 in liquidated damages for such unlawful use. By making application, Applicant consents to imposition of such damages and acknowledges that such damages are fair and equitable.

(d) Waiver of breach. IASC's waiver of a breach of any provision of this Agreement shall not operate or be construed as a waiver of any subsequent breach.

(e) Venue and applicable law. This Agreement is made and entered into in the state of Maryland and the laws of Maryland, but not its rules on conflict of laws, shall govern its validity and interpretation. Venue for any action under this Agreement shall be in the United States District Court for the District of Maryland or, if venue is not proper in the United States District Court, in the State Courts of Maryland. Applicant consents to service of process upon it by registered or certified mail, return receipt requested. Service of process shall be complete upon Applicant's actual receipt of process or upon the IASC's receipt of the return thereof by the United States Postal Service as refused or undeliverable. Applicant must promptly notify IASC, in writing, of its changes of address. Service by IASC to the last known address shall be sufficient. Applicant will have thirty (30) calendar days after service is complete in which to answer any complaint or other civil action thus served.

(f) Notice. Unless otherwise provided herein, any notice, demand, or communication required, permitted, or desired to be given under this Agreement shall be in writing and shall be delivered by hand, by facsimile, or by registered or prepaid certified mail through the United States postal service, return receipt requested. Any notice so addressed and mailed shall be deemed duly given three (3) days after deposit in the United States mail, and if delivered by hand, shall be deemed given when delivered, and if sent by facsimile, shall be deemed given on the first business day immediately following successful transmittal.

(g) Entire agreement. No representations, promises, understandings or agreements exist other than as set forth herein. This Agreement is the standard for IASC and may not be amended as to any Applicant under any circumstance.