

Agreement for the use of the label Biogarantie®



1 General information

Company name

Legal shape

Address

Zip Code

City

Country

VAT Number

2 Your company

Name of the brand *(if different from Corporate Name)*

What is your activity?

- ☐ Farmer
- ☐ Processor / Packager
- ☐ Distributor / Wholesaler
- ☐ Caterer / Restaurant owner
- ☐ Baker

Your activity is:

- ☐ 100% organic
- ☐ Mix: Organic / Conventional

You wish to use:

- ☐ Biogarantie®
- ☐ Biogarantie® *made in Belgium*



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Nationale Beroepsvereniging van Verwerkers en Verdelers van de
Producten van de Biologische Landbouw
Union Nationale Interprofessionnelle des Transformateurs et
Distributeurs de Produits de l'Agriculture Biologique



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Describe your activity in a few lines:

3 Certification

☐ I'm already certified organic with...

☐

Certisys

☐

TUV Nord Integra

☐

Quality Partner

Certification number

☐ I'm in the process of being certified and I undertake to send the certification papers as soon as I receive them.

Contact

Title

Name

Surname

Position

Email

Phone number



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Agreement for the use of the label Ecogarantie®

5 Membership

Between, on the one hand:

- The National Professional Organisation for Organic Processors, Wholesalers and Retailers; PROBILA-UNITRAB, with operative office at: Bonestraat 102, 8760 Meulebeke, Belgium.
- The National Organisation for Belgian Agrobiologists: Rue Nanon 98, 5000 Namur
- BioForum Vlaanderen : Regine Beerplein 1/E305, 2018 Antwerpen

Represented here by the President of the professional association PROBILA-UNITRAB.

Hereinafter the "Licensor".

And, on the other hand (complete)

The company _____ with registered office in

Represented by (complete)

Mr/Mrs _____ in his/her capacity of _____

Hereinafter the "Licensee".

PURPOSE

For the duration of the present Agreement, the Licensor grants to the Licensee a non-exclusive right of use of the Biogarantie® Brand. Hereby, the Licensee declares to have read and accepts to comply with the Specifications of Biogarantie® standards.

Established in two exemplars (Each party acknowledges receipt of a copy.)

The _____ At _____

Signature (preceded by the words "read and approved")

For the Licensor

For the Licensee



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Annexe N°1 : Conditions of affiliation to the association

TERMS

Article 1. Certification and Control

- 1.1 Any use of the Brand for (or in direct relation with) specifically Organically Grown Products is only permitted subject to the prior filing of a certificate, issued by one of the certification bodies to be appointed by the Licensor and recognized by the professional association PROBILA-UNITRAB, certifying the conformity of the Ecological product concerned with respectively the prescription of the BIOGARANTIE® specifications.

The certificate is only valid for Organically Grown Products expressly mentioned on the certificate.

The certification body alone decides on the issue of a certificate, on the basis of the results of the tests it deems useful or necessary.

A certificate can only be withdrawn by the certification body after prior notice for reasonable cause and giving reasonable time for correction. As from the date of notification of such withdrawal, the use of the Brand, mentioned in the notice of withdrawal, is prohibited.

- 1.2 Any use of the Brand in publications, announcements and communications in general will be submitted for approval to the aforementioned certification body prior to the first distribution.

The certification body can make its approval dependent on certain conditions.

- 1.3 The certification body can control at any time the way in which the Licensee uses the Brand. Therefore, the Licensee will grant the certification body access to all relevant places, documents and files, pursuant to the

prescriptions of the specifications that are applicable to the Licensee. If the Licensor deems it useful, procedures will be established in consultation with the Licensee.

- 1.4 The Licensee will pay an annual fee to the certification body. The calculation and payment modalities of this fee can be obtained from the certification body.

Article 2. Brand use

- 2.1 The Licensee will never use the Brand directly or indirectly with respect to other products than Ecological Produce (according to the Brand for which the use right was granted), under penalty of the payment of a flat indemnity of 10.000 EUR per established breach.
- 2.2 Both within and without his company, the Licensee will organize the use of the Brand so that a normally intelligent customer will not establish a link between the Brand and products other than Organically Grown Products.
- 2.3 The Licensee guarantees the conformant use of the Brand by his personnel and co-workers, and he will use instructions and control procedures to that effect.

Article 3. BIOGARANTIE® Specifications

- 3.1 The Licensee will comply with all standards, prescriptions and regulations of the BIOGARANTIE® Specifications in so far as they are applicable to him and except for departures from the Specifications



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authorized in writing by the certification body.

The standards, prescriptions and regulations of the BIOGARANTIE® Specifications can be amended or changed at any time by the Licensor, herein represented by the professional association PROBILA-UNITRAB. These amendments and modifications will be notified to the Licensee in due time.

- 3.2 The latest issues of the BIOGARANTIE® Specifications are an integral part of this Agreement as Appendix 1 and attached to the Agreement to form a whole with it.
- 3.3 Without prejudice to the provisions of this Agreement, breaches of the provisions of the BIOGARANTIE® Specifications are punished in the way provided for by the procedures indicated in the Specifications.
- 3.4 In the event of contradictions between the provisions of the BIOGARANTIE® Specifications and of the Agreement, the Agreement supersedes the Specifications.

Article 4. Royalties – Fines

- 4.1 For the use of the Brand, subject of this Agreement, the Licensee will pay royalties to the Licensor, the professional association PROBILA-UNITRAB, to which he must be affiliated as mentioned in the specifications. The calculation methods and payment of these royalties are updated and sent to the Licensee every year.
- 4.2 The Licensee undertakes, every year and within one month, to fill in a form with its contact details and its turnover of the sales of BIOGARANTIE® certified products, sent by PROBILA-UNITRAB on 1st April of the current year, in order to calculate the annual contribution fees and royalties.
- 4.3 Established breaches of article 4.1. will result in the payment of a flat indemnity equal to 12% of the overdue or unpaid amounts, without prejudice to the licensor's right to withdraw his right to the use of the label as long as the due royalty has not been paid, main sum and damages included.

- 4.4 Established breaches of article 4.2. will result in the sending of an invoice based on the turnover reported the previous year, increased by 30% the first year and by 100% the following years. The Licensee will be liable for the difference if this amount is lower than the amount due.

Article 5. Obligations of the Licensor

- 5.1 The Licensor will pay all duties with respect to the Brand on their due date and will do everything required in order to maintain the validity of these intellectual property rights.
- 5.2 The Licensor has the right to change the Brand in so far as this appears necessary to prevent all breaches of possible third party Brands.
- 5.3 The Licensor will take all necessary action in order to counter any breaches of his intellectual property right of the Brand.

In so far this is possible, the Licensee will assist the Licensor in preventing third parties from forging the Brand or from using it illegally. Therefore, the parties will consult each other and cooperate. The Licensee will inform the Licensor of any breach of the Brand he becomes aware of.
- 5.4 The fact that third parties use or intend to use the Brand without authorization in itself will not harm the validity of the Agreement.

Article 6. Duration

The Agreement is entered into force for a period initiating at the date of signature and ending at the 31st December of the same year. After this period, it will tacitly be renewed, each time for a one-year period, except if one of the parties informs the other party, by registered mail, with a three-month period of notice before the end date, of its intent not to extend the Agreement (anymore).

Article 7. Early termination

- 7.1 Without prejudice to its right to damages, each party can terminate the Agreement before the end date, without prior notice, by

registered mail, in the event of serious misdemeanor committed by the other party that is not remedied within 15 days after the sending of a written summons.

7.2 Is considered as “serious misdemeanor”, any substantial shortcoming that shakes the trust in such a way that any further cooperation becomes reasonably impossible. This includes a/o any breach of the provisions of article 2, article 4.1., article 4.2. and article 8 of the Agreement.

Article 8. Transfer – Sub-licences

The rights and obligations resulting from the Agreement cannot be transferred or sub-licensed to third parties by the Licensee without the prior approval in writing of the Licensor.

Article 9. Amendments

Amendments to this Agreement will be appended to this Agreement in an addendum undersigned by both parties.

Article 10. Tribunals

Any dispute arising from the present Agreement will be settled exclusively by the courts and tribunals of RPR Gent, section Kortrijk in Belgium.



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DEFINITIONS

The Agreement: The present Agreement with appendixes.

The Brand : The collective brand “BIOGARANTIE®”, made of the word “BIOGARANTIE®” and the corresponding representation is an international registered trademark since December 15, 1992 under the number 596097 to the Harmonisation Office in Homeland Market and as a community brand since July 1st, 1996 under the number 285221.

Biogarantie® Specifications : All the standards and prescriptions concerning Organically Grown Products, as drawn up by the professional association PROBILA-UNITRAB.

Organically Grown Products: Products which meets the standards and prescriptions of the appended version of the BIOGARANTIE® specifications on all levels and in all technical aspects.

Purpose of the Agreement : By the present Agreement, the Licensor wishes, in his turn, to grant to the Licensee a sub-licence on the Brand, within the limits established hereinafter and under the conditions set out hereinafter, with a view to promoting and selling Organically Grown Products by the Licensee.

Direct user : Operator using the BIOGARANTIE® trademark on products sold under its brand.

Indirect user : Subcontractor for direct user. Subcontractor does not use the BIOGARANTIE® trademark on products sold under its brand.

