



## **Claims & Labelling – Licence Agreement**

### **Scope**

The LEAF Marque System is an environmental assurance system that provides market recognition for more sustainably farmed products. It is based on the sustainable farming principles of Integrated Farm Management (IFM), which covers areas such as soil and water management, pollution control, crop health, animal welfare, community engagement, energy efficiency and landscape and nature conservation. LEAF Marque Claims & Labelling (C&L) protects the integrity of the LEAF Marque System by regulating LEAF Marque claims.

C&L has been developed in accordance with ISEAL guidelines. The strategy taken is appropriate to the scope and resources available to the LEAF Marque System.

The LEAF Marque logo is an assurance mark and registered trademark. It can only be used in association with products that are LEAF Marque certified.

### **Terms & Conditions**

1. A C&L Licence must be held prior to making a LEAF Marque claim.
2. In order to be eligible for making a LEAF Marque claim, the business must:
  - Have [LEAF Charity Membership](#).
  - Be LEAF Marque certified, or source from a LEAF Marque certified producer.
3. Licence Holders must be the primary supplier into retailers/food service OR brand owners. It is the responsibility of any business making a LEAF Marque claim to identify whether they are the relevant Licence Holder for that product.
4. The C&L Licence must include all products for which the business is making a LEAF Marque claim against. A LEAF Marque claim is either or both of the following:
  - use of the LEAF Marque logo at point of sale (on pack AND/OR off pack, e.g. online shop).
  - a sustainability claim directly referencing LEAF Marque certification that is used to set apart and promote a product, process, business or service.
5. Each Licence Holder must assign a named individual with responsibility for the C&L Licence.
6. Licence Holders are subject to inspection to ensure they comply with this Licence Agreement and LEAF Marque Claim Rules. Non-compliance may result in immediate suspension or termination of the Licence.



7. At the time of application and throughout the period in which the Licence is held, Licence Holders must have an:
  - implemented traceability system that is appropriate to the size and operation of the business. For example, BRC or equivalent.
  - operational process that underpins the robustness of the LEAF Marque claim being made e.g. segregation, identity preserved, mass balance.
  - implemented complaints procedure that is appropriate to the size and operation of the business.
8. The Licence Holder must take full responsibility for ensuring that all LEAF Marque claims comply with the LEAF Marque Claim Rules, throughout the period in which the licence is held. This includes the use of the LEAF Marque logo, all marketing, communications, and/or any claims made relating to sustainability obtained from LEAF Marque certification.
9. The Licence Holder agrees to fully comply with C&L Surveillance and provide information within the timeframe specified. This includes, but is not limited to: performing traceback checks on products on request of LEAF Marque; evidence of the traceability system in place; submit copies of any LEAF Marque claim and/or logo use and/or promotional material to LEAF Marque on request.
10. When using the LEAF Marque logo, the Licence Holder must observe intellectual property rights and maintenance of good name and to treat the LEAF Marque logo in a way that will protect and enhance its reputation.
11. The business agrees that information entered in the Licence Application will be held in a database and used as part of C&L Surveillance.
12. The C&L Licence is valid for one year following the Licence Application being approved. The C&L Licence will be revoked if LEAF Charity Membership expires prior to the end of the C&L Licence.
13. If any information included within the Licence Application changes during the period in which it is valid, the business must inform LEAF Marque or submit a new Licence Application if appropriate.
14. LEAF Marque is not liable for any information that is inaccurately submitted.

### **Commencement and Termination**

LEAF Marque reserves the right to immediately terminate a C&L Licence by written notice where this Licence Agreement has been breached.

In the case of a breach capable of remedy, LEAF Marque will provide written notice to the Licence Holder of the breach, suspend the Licence and require such breach to be remedied. LEAF Marque reserves the right to terminate the Licence without further notice in the event of failure by you to remedy the breach within the period specified by LEAF Marque.

Upon termination of a Licence, the business must remove at its own cost all references to the LEAF Marque claim with immediate effect from any marketing, promotion, point of sale collateral and labelled/packaged products and further, and shall dispose of any such products (and shall use its



best endeavours to ensure that any third party does not dispose of any such product) unless it is re-packed in packaging that that does not make the LEAF Marque claim.

### **Confidentiality**

Each Licence Holder must respect the confidentiality of information relating to the other party and its business. In particular, the Licence Holder will not disclose confidential information to any third party or for any purpose other than to meet the requirements within the Licence Agreement.

The Licence Holder must agree that, where the LEAF Marque logo is applied to the proprietary label of a third-party client, LEAF Marque shall be entitled to inform that third party, on request, of the results of any verification checks that it conducts on the eligibility or otherwise of products labelled with the logo.

Data entered in the Licence Application will be held securely in accordance with Data Protection Regulations 2018 (GDPR). It will be used to inform C&L Surveillance and will not be published or used for anything other than internal C&L purposes.

### **Review**

LEAF Marque will review the C&L Licence Agreement and associated procedures every 3 years, or more frequently if required.

<b>Issue Date</b>	December 2019
<b>Effective From</b>	1 <sup>st</sup> January 2020