

ORANGUTAN ALLIANCE LTD
Trademark Certification Rules

“ORANGUTAN ALLIANCE” Logo



A. Certification requirements

Requirements the Products must meet before they can carry the certification trademark:

1. Philosophy: to demonstrate to consumers that an Applicant's Products contain NO PALM OIL, either directly included in the Product or used in the production of that Product.
2. Application: The Applicant must complete an Application for Certification to the satisfaction of the trademark owner, Orangutan Alliance Ltd (ACN 618 149 803) ("Orangutan Alliance").
3. Eligible Products: Orangutan Alliance will only certify a product that could possibly use or be made with Palm Oil or any of its derivatives, where the Palm Oil or derivative has been removed or substituted with another ingredient.
4. No Palm Oil: The Product must contain no detectable traces of Palm Oil or Palm Oil derivatives in the Product itself or used in the production of the Product.
5. Packaging: Any packaging that is in direct contact with the Product at the point of sale or used at any stage during manufacturing must be free of Palm Oil or any of its derivatives.

B. Certification Process

Process for determining if the Product meets the certification requirements:

6. Absence of Palm Oil: Prior to the Applicant completing an Application Form, the Applicant will ensure that all the ingredients used in the Product, including additives and processing aids, are completely free of Palm Oil or of any of its permitted derivatives.
7. Applicant Assurance: The Applicant will provide a written Assurance or if required, a Statutory Declaration, to the Orangutan Alliance declaring:
 - that the Product and its ingredients do not contain any Palm Oil or

- any of its derivatives;
- that the Applicant has taken all necessary steps and precautions to ensure that Palm Oil and any of its derivatives are not present in the Product.
8. Authenticating Documentation: On request from Orangutan Alliance, the Applicant will provide documentation from suppliers of any ingredient that may contain Palm Oil or its derivatives declaring its absence.
 9. Ingredient List: The Applicant will submit a full ingredient list with its Application (irrelevant of the level of ingredient present) and a list of any materials used in the production that have direct contact with the Product.
 10. Labels: The Applicant will submit to Orangutan Alliance complete and final copies of all package labels showing all panels including the Bar Code allocated for that product.
 11. Label review: Orangutan Alliance will review each package label and may request further information about any ingredient.
 12. Food Code: All food products submitted and associated labelling must comply with the Australia and New Zealand Food Standards Code (ANZFS), or relevant Standards in the country or countries of distribution.
 13. Other Application types: Applications for certification of non-packaged Food Products, non-food products, and catering situations will be considered on a case-by-case basis. These applications will be reviewed according to their ingredients as per labelling and the submitted documents.
 14. Processing of Application: Orangutan Alliance will endeavor to complete the processing of applications within 60 working days of receipt of the Application.
 15. Application process: Orangutan Alliance will review the Product, application and accompanying documentation to determine the suitability of the Product for certification before offering certification and a licence to use the certification trademark (the "mark").
 16. Pack Sizes: The Applicant will receive certification and written approval for use of the mark for any size of packaging of the same Product, provided that all pack sizes use identical ingredients and packaging-in-contact material. Each pack size must have a different Bar Code.
 17. Acceptance: If accepted for certification, Orangutan Alliance will send a letter of acceptance listing the approved Product/s together with relevant Bar Codes, and accompanied by an Invoice for payment.

18. Certificate: On payment of the Invoice, Orangutan Alliance will send the Applicant:

- a Certificate confirming grant of certification of the Product/s **(subject to label and artwork approval)**,
- a high-resolution copy of the mark,
- the Information and Style Guidelines on use of the mark, and
- a Trademark Licence Agreement for execution.

19. Labels with mark: The Applicant will then submit to Orangutan Alliance copies of all labels and artwork that will include the mark, and Orangutan Alliance will review them for approval.

20. Approval of labels: On receipt of Orangutan Alliance's written approval of the labelling and artwork, the Applicant may commence commercial use of the mark.

21. Certification term: The Orangutan Alliance certification is for an initial term of 12 months and will be renewable on payment of the annual fee and provided there have not be any changes in the ingredients or in-contact packaging in that period of 12 months.

C. Requirements for use

The requirements that an approved certified Applicant ("User") must meet to use the mark

22. Correct use of the mark – the User must use the mark correctly, pursuant to the Style Guidelines, and not alter the identity of the mark in any way, or use it outside the scope of the licence to use.

23. Limited use - the mark cannot be used to represent the whole product range of the User, only the Product/s approved for certification as listed in the Certificate with their corresponding Bar Codes.

24. Ingredient Changes: In order to retain the certification, the User must inform Orangutan Alliance in writing of any changes of ingredients, suppliers of ingredients, or in-contact packaging, and where necessary provide Orangutan Alliance with the requisite documents to re-establish the "No Palm Oil" status of the Product.

25. New Products: Any new or modified Products may be subject to a new Application Form and Application Fee.

26. Modified Product: A Modified Product is a previously approved Product that has undergone a change of:

- ingredients, or
- ingredient supplier, or

- altered or new packaging, or
- aspects of the packaging relevant to the ingredients and/or Palm Oil Free status.

27. Notification of changes: The User must immediately notify Orangutan Alliance in writing of any of these changes, prior to the Modified Product being released for sale with or under the mark.
28. Lack of notice: Lack of appropriate notice to Orangutan Alliance may result in cancellation of certification and withdrawal of approval to use the mark on the Product/s or on all approved Products.
29. Additional fee: An additional review fee may be applicable to New or Modified Products.
30. Cross contamination: The Applicant will use its best endeavours to prevent cross-contamination of the certified Product with any other products that contain Palm Oil or its derivatives.
31. Random auditing: The Product/s may be subject to audit at any time during the certification period. Products are chosen at random from shelves to be tested for the presence of Palm Oil or its derivatives, and testing will be at the cost of the Applicant. Testing will not exceed more than one test per product per organisation per annum.
32. Sold in Australia or elsewhere: The Product/s may be sold in Australia, or in any other country provided the User or owner of the Product obtains the required permissions for that country of sale.

D. Attributes of Orangutan Alliance as Certifier

Attributes and qualifications to become an approved certifier able to decide whether a Product meets the certification requirements.

33. Certifier: Orangutan Alliance employs an experienced food chemist to examine Applications and conduct the certification process. This person will train additional certifiers.
34. Credentials: Orangutan Alliance declares that this Certifier has appropriate qualifications and expertise in the food industry and is familiar with Palm Oil and its derivatives and their descriptions.
35. Charity status: Orangutan Alliance Ltd is a registered charity, and has been established to operate the certification program to improve food standards and make a difference to the specific species and environments threatened by non-sustainable palm oil production, and to meet its charitable objectives.

36. Charitable objectives: Orangutan Alliance Ltd will disburse funds earned from the certification process to eligible groups and organisations, pursuant to its constitution, charitable program and published guidelines.

E. Other requirements

Other requirements concerning use of the mark that the User must follow

37. Style Guidelines: Use of the certification trademark on the Product/s and packaging must comply with the mark's Style Guidelines and any Rules in this document relevant to such use.

38. Other use: The User's advertising, marketing, promotional, website and social media use of the certification trademark must also comply with the Style Guidelines and Rules in this document relevant to such use.

39. Use of mark in relation to Product only: The User must use the certification trademark with or in relation to the Product/s only. Any mention must be specifically related to the Product/s. Any statement that includes or uses related (implicit or explicit) material concerning "No Palm Oil" or "Palm Oil Free" should include mention of Orangutan Alliance.

40. Correct "Certified" terminology: The User must not state "Orangutan Alliance endorses" the Product or similar, but must use "Certified Palm Oil Free by Orangutan Alliance" or very similar wording. The User must only describe or refer to the approval given as "Certified" and not "licensed" or "endorsed" or any other term or words suggesting an association other than of a Certifier-User relationship.

For example:

Correct:

√ The Product "is Certified Palm Oil Free by Orangutan Alliance"

Incorrect:

X The Product "is Palm Oil Free and endorsed by Orangutan Alliance"

41. No registration: The User must not apply for trademark, company, business name, domain name or any other registration of the mark, or any similar "Palm Oil Free" or "No Palm Oil" mark, nor use any such similar marks.

42. Changes to Rules: Orangutan Alliance may from time to time be required to amend or modify these Rules. In that event, Orangutan Alliance will if required submit the amended rules to the ACCC for approval.

43. Notice to User of changes: Once approved, Orangutan Alliance will

advise the User of the amendments, provide a copy of the amended Rules, explain the rule changes, and provide sufficient notice to the User to implement any changes that are required as a result of the Rule change/s.

F. Dispute resolution

Procedures for identifying and resolving disputes

44. Incorrect labelling: Any incorrectly labelled products may result in cancellation of certification. To avoid cancellation, the incorrectly labelled products must be recalled within one week of notification and rectified and if necessary consumer notices explaining the misuse published.

45. Rectification: If the recall and rectification are carried out to the satisfaction of the Orangutan Alliance, the certification will be maintained. Orangutan Alliance may in its discretion cancel the certification and/or commence enforcement action if the User does not comply with the recall and rectification procedure and/or continues to sell/offer for sale the incorrectly labelled Product.

46. Dispute on Ingredients: In the case where there is a dispute concerning the Palm Oil status of a Product, Orangutan Alliance will request the User supply the documentation relevant to this issue to enable a decision to be reached.

47. Testing if in dispute: If resolution of a dispute is not possible through consideration of the documentation, testing and analysis will be conducted by a third party to determine the presence or absence of Palm Oil. The User authorises Orangutan Alliance to arrange the testing and agrees to meet all costs of the testing.

Dispute resolution for any other issue relating to the certification mark

48. Other disputes: Any dispute relating to use or unauthorised use of the mark will be dealt with by the parties themselves through email or other written communication and discussion, and if unresolved within 30 days, will be referred to mediation, with a mediator to be appointed by the Law Institute of Victoria.

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