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SQF 2000^{CM} QUALITY CODE

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**SQF 2000^{CM} CERTIFICATION TRADE
MARKS RULES FOR USE**

4th Edition, September 1999

***SQF 2000 and its logo are Certification Trade
Marks owned by the Chief Executive Officer of
Agriculture Western Australia.**

**THIS DOCUMENT IS CURRENTLY
UNDER REVIEW AS PART OF A
GLOBALISATION STRATEGY**

Published by:

**AGWEST Trade & Development
Agriculture Western Australia
3 Baron-Hay Court
SOUTH PERTH WA 6151
Australia**

1. INTRODUCTION

- 1.1 The letters and numerals forming SQF 2000* and the logos depicted in Annex 1 are collectively referred to, in these rules, as the SQF 2000* Certification Trade Marks.
- 1.2 The SQF 2000* Certification Trade Marks are owned by the Chief Executive Officer of Agriculture Western Australia, a Body Corporate established under the Agriculture Act 1988.
- 1.3 *AGWEST* Trade & Development (AT & D), being an industry programme of Agriculture Western Australia administers the certification programs and either grants licences which includes the right to use the SQF 2000* Certification Trade Marks or otherwise approves the use of the Certification Trade Marks in accordance with these rules. The Licensee referred to in these rules means the person holding such a licence.
- 1.4 The SQF 2000* Certification Trade Marks are governed by these Rules. The Rules protect the integrity of the SQF 2000* Certification Trade Marks and enhance the value of the SQF 2000* Certification Trade Marks to Licensees.
- 1.5 To protect the SQF 2000* Certification Trade Marks, applications have been filed with the Australian Industrial Property Organisation and with Intellectual Property organisations in countries where the Chief Executive Officer of Agriculture Western Australia has Licensees.
- 1.6 Only those who have been granted a licence by the Chief Executive Officer of Agriculture Western Australia authorising them to use the Certification Trade Marks may use the Certification Trade Marks. The use of the Certification Trade Marks is governed by this document.
- 1.7 AT & D may delegate any or all of its functions described herein to an agent.

2. CONDITIONS FOR THE USE OF THE CERTIFICATION TRADE MARKS

- 2.1 The Licensee may use SQF 2000* Certification Trade Marks -
 - a) only
 - (i) in accordance with the registration schedule issued to them by the Licenced Certification Agency (LCA);
 - (ii) after being granted a licence or other authorisation by AT&D to use the SQF 2000* Certification Trade Marks; and
 - (iii) in accordance with this document; or.
 - b) as described in the relevant licence or contract arrangement.
- 2.2 AT & D may revoke a Licence or suspend a Licence if the Licensee -

- a) commits a breach of or does not comply with these Rules; or
 - b) does not use the SQF 2000* Certification Trade Marks in accordance with the Schedule to the Licence; or
 - c) uses the SQF 2000* Certification Trade Marks in a way that, in the opinion of AT & D might be misleading to the public; or
 - d) is found, during an audit by AT & D's licenced auditor, to have a major system failure which is not rectified within the time agreed to by AT&D; or
 - e) fails to pay any fees, costs or charges payable under the licence; or
 - f) becomes bankrupt, applies to take the benefit of any law for the relief of bankrupt or insolvent debtors or makes any arrangement or composition with its creditors, or, if a company enters into liquidation (whether compulsory or voluntary, but not including voluntary liquidation for the purposes of reconstruction) or has a receiver appointed of its business.
- 2.3 The licence shall remain suspended until the licensee can satisfy AT & D that the breach of clause (2.2) has been rectified.
- 2.4 If after 30 days of receipt of notice of suspension the licensee is unable to satisfy AT & D that the breach of clause (2.2) has been rectified, AT&D may revoke the licence.
- 2.5 Any decision made under this clause is binding.

3. RIGHT OF APPEAL

- 3.1 Licensees seeking to appeal a decision made under Clause 4, shall advise the AT & D in writing within 14 days of receipt of any notification of such decision.
- 3.2 The person or organisation who will hear and determine the appeal ("the adjudicator") shall be agreed to by the parties within 30 days of the AT & D receiving written notification of the Licensees intention to appeal as stated above in paragraph 3.1.
- 3.3 The procedure of the appeal shall be determined by the adjudicator and the parties shall comply with that procedure.

4. OBLIGATION OF LICENSEE

A Licensee shall -

- a) Comply in all respects with the relevant sections of the SQF 2000* Quality Code and Licence as issued by AT & D, as amended from time to time.
- b) Provide evidence that
 - (i) their quality system has passed a Certification Audit conducted by a LCA;. or
- c) Submit to AT & D any form in which it is proposed to use or make reference to the SQF 2000* Certification Trade Marks or to the SQF 2000* Quality Code prior to using that form.
- d) Discontinue any use of the SQF 2000* Certification Trade Marks to which AT & D objects.
- e) Withdraw any statement concerning the authority of the Licensee to use the SQF 2000* Certification Trade Marks if AT & D advises the licensee that it considers the statement misleading.
- f) Notify the LCA of any change to the Licensee's business which may affect its certification such as change in the scope of business activities.
- g) Notifying in writing any person who has purchased any goods and services from the licensee which were produced or provided outside the certification scope.
- h) Give agents of AT & D reasonable access to examine processes, records or other material which in the opinion of AT & D, are relevant to the Licence.
- i) Pay within 30 days from the date of invoice:
 - i) Any fees set by AT & D in relation to administering the Licence and in relation to any services provided in assessment, auditing, supervising, inspecting or testing.
 - ii) Any royalties set by AT & D for use of the SQF 2000* Certification Marks.

NOTE: The Licensee shall not be entitled to any refund of fees paid or costs incurred in the event of any relinquishment, revocation, non-renewal, alteration or suspension of the Licence.

- j) Upon termination of the Licence (however determined), immediately discontinue all use of the SQF 2000* Certification Trade Marks and all advertising material and other matter which contains SQF 2000* Certification Trade Marks, or any reference to the Certification Trade Marks. Any material not already disposed of by the Licensee which bears the SQF 2000* Certification Trade Marks shall if AT & D so requires, be treated at the Licensee's expense so as to erase the SQF 2000* Certification Trade Marks.

ANNEX 1



USE OF THE SQF 2000* CERTIFICATION TRADE MARKS

1. Introduction

1.1 The SQF 2000* Certification Trade Marks are only to be used by an individual company who has been Certified to the SQF 2000* Quality Code. The SQF 2000* Certification Trade Marks are granted under licence to those companies who have obtained certification of their Quality System by Third Party Certification Agencies licenced by AT & D. All certified companies are entitled to use the two variations of the Certification Trade Marks provided certain conditions described in this document are met.

1.2 The rationale behind these conditions is that when the mark is used that its dimensions as stated be maintained, and that when the marks are used on product for public display or on material for promotional purposes that the full colour reproduction is used in the correct PMS colour format.

2. Using the Certification Trade Marks

<p>2.1 SQF 2000^{CM} Quality Certification</p>  <p>This Certification Trade Mark may be applied to stationery and publicity material in accordance with the company's Scope of Registration. This can include brochures, business cards, advertisements etc, and may also cover items such as company flags and vehicles.</p>	<p>2.2 SQF 2000^{CM} Quality Assured</p>  <p>This Certification Trade Mark can be applied to product or its immediate packaging or outer packaging in accordance with the company's Scope of Registration. (e.g. on an apple as a sticker, an apple wrap or on the outer carton containing the apples as a sticker or a printed label).</p>
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5. RELINQUISHMENT OF LICENCE

A Licence may be relinquished by a Licensee at any time by notice in writing to AT & D and upon the return of the Licence. The Licence (including its Schedule) shall remain the property of AT & D and shall be returned to AT & D in the event of its being relinquished, revoked, not renewed, altered or suspended.

6. NOTICES

Any notice or other communication to be given or sent to the applicant or Licensee shall be deemed to be duly given or sent if sent by post, telex or facsimile transmission to the address last known to AT & D. Notice shall be deemed to be given at the time when it would ordinarily have been received if using the method employed.

7. MISCELLANEOUS

7.1 The identity of applicants shall be treated by AT & D as confidential. All information of a confidential nature given by applicants or Licensees to AT & D shall be treated as confidential unless AT & D has received written permission from the applicant or Licensee that any such information may be divulged.

7.2 A Licence is non-exclusive and non-transferable.

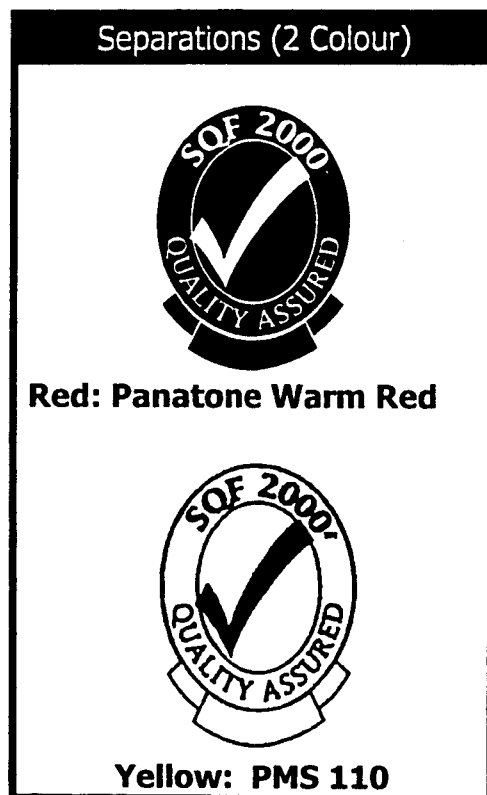
7.3 A list of Licensees for the time being shall be kept by AT & D and open to inspection.

7.4 In these Rules words importing the singular import the plural and vice versa. Also, words importing the gender, infers both male and female.

- 2.3 Where a businesses Scope of Registration does not cover controls necessary to maintain product integrity, the "Quality Assured" Certification Trade Mark shall not be applied to product or packaging. E.g. A market agent receiving packaged produce from a supplier not certified to the SQF 2000^{CM} Quality Code. This restriction also applies to conditions outlined in Clause 5.1 of this Annex.
- 2.4 If there is doubt regarding the intended use of the SQF 2000* Certification Trade Marks, SQF 2000* Certified companies should contact AT & D prior to printing. Third Party Auditors will check advertising material on every Surveillance Visit. Misuse of the Certification Trade Marks could result in the issue of a Corrective Action Request and an order to discontinue using the offending items.
- 2.5 The company's Scope of Registration is detailed on the Registration Schedule that accompanies the Certificate of Registration. The Registration Schedule also gives information regarding the company name and registration address. Any subsidiary companies and site addresses not included on the Registration Schedule are not covered by the registration and must not be treated as such.

3. Reproducing the SQF 2000* Certification Marks

- 3.1 Every effort should be taken to ensure that the reproduction of the SQF 2000* Certification Trade Marks are exact and of the highest standard. The following guidelines should be followed for full colour production.



- 3.2 When printing it is imperative to let the printer know the exact colours to use.

4. One colour reproduction

4.1 Quality Certification



For one colour reproduction the “SQF 2000* Quality Certification” Certification Trade Mark can be printed in black and white or in the predominant colour of the Company’s documentation. This mark in one colour reproduction is approved for use only on facsimiles and internal company documents such as Delivery Dockets, Invoices, telephone listings, company cheques etc. The logo must contain, in the space provided on the logo as defined in Clause 7 of this Annex, the certification number allocated to the business by the Certification Agency.

4.2 Quality Assured



For one colour reproduction the SQF 2000* Quality Assured Certification Trade Mark can be printed in black or in the colour of packaging that uses one colour only, as illustrated above. This Mark in one colour reproduction must only be used on packaging which contains product intended for further processing. **Under no circumstances is the mark in one colour reproduction to be used on packaging or product for retail or public display.**

5. Wording In Lieu Of Logo

5.1 Wording in lieu of the use of the Quality Assured logo described in (4.2) is approved in the following format and in the predominant colour on the box:

“(insert name of business)” – an SQF 2000^{CM} Quality Certified Company No. (insert number issued by Third Party Certification Agency)”.

6. Dimensions

The dimensions of the Certification Marks are:

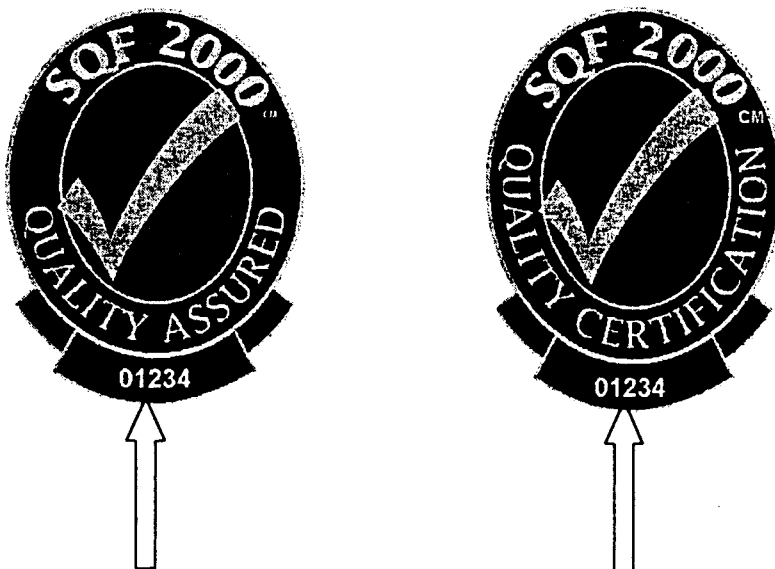
47mm high by 35mm wide as shown.



Any variation in the above dimensions of these Certification Trade Marks must remain clear and legible and must be proportional to the above dimensions.

7. Certification Numbers

The individual Certification Number Issued by the Third Party Certification Agency to businesses that have achieved certification must be included on each use of the Quality Certification and Quality Assured Certification Trade Mark. The unique number shall be included on the Certification Trade Mark as follows:



Notes

Application to Register a Certification Trade Mark

Name of applicant(s):

CHIEF EXECUTIVE OFFICER OF THE DEPARTMENT OF AGRICULTURE (Body Corporate) under the Agriculture Act 1988 (WA).

Full address of applicant(s) (not PO Box):

3 Baron-Hay Court, South Perth, Western Australia, Australia.

Address for service within Australia

WRAY & ASSOCIATES
239 Adelaide Terrace
Perth WA 6000

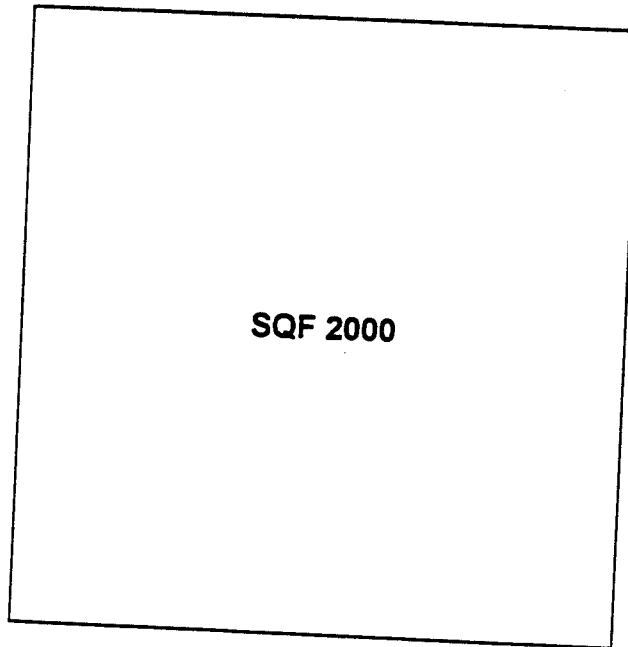
Attorney code: WR

Telephone no.
09-325-6122

Facsimile no.
09-325-2883

Reference
5497/20507

Representation of the certification trade mark:



Goods and/or services covered by this application

Class number	Goods/Services
29	Meat, fish, poultry and game; meat extracts; preserved, dried and cooked fruits and vegetables; jellies, jams, fruit sauces; eggs, milk and milk products; edible oils and fats.

500

	in other classes; live animals; fresh fruits and vegetables; seeds, natural plants and flowers; foodstuffs for animals, malt.
39	Transport; delivery of goods; freighting; packaging of goods; warehousing; wrapping of goods; and storage of goods.

Signature

Gary Cox

GARY B COX

1 May, 1996

Patent Attorney for **CHIEF EXECUTIVE OFFICER OF THE DEPARTMENT OF AGRICULTURE**

	in other classes; live animals; fresh fruits and vegetables; seeds, natural plants and flowers; foodstuffs for animals, malt.
39	Transport; delivery of goods; freighting; packaging of goods; warehousing; wrapping of goods; and storage of goods.

Signature

Gary B Cox

GARY B COX

1 May, 1996

Patent Attorney for **CHIEF EXECUTIVE OFFICER OF THE DEPARTMENT OF AGRICULTURE**

Application to Register a Trade Mark

744849

Name of applicant(s):

Chief Executive Officer of the Department of Agriculture a Body Corporate under the Agriculture Act 1988 (WA)

Full address of applicant(s) (not PO Box):

3 Baron-Hay Court, South Perth, Western Australia, Australia

Address for service within Australia

WRAY & ASSOCIATES
239 Adelaide Terrace
Perth WA 6000

Attorney code: WR

Telephone no.

08-9325-6122

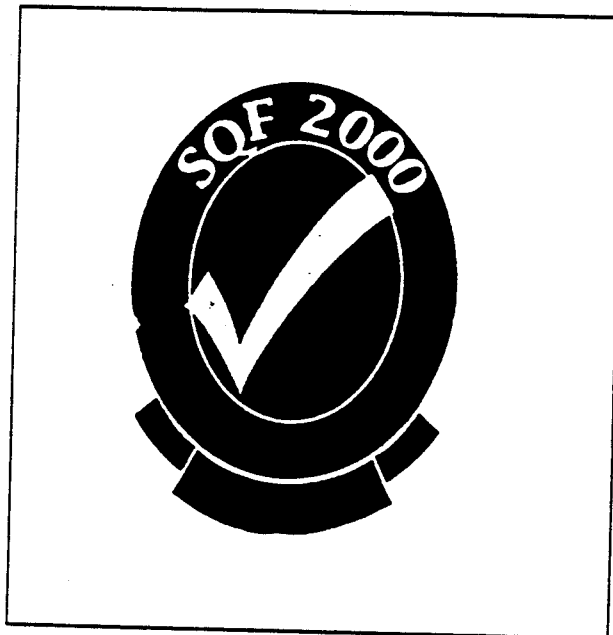
Facsimile no.

08-9325-2883

Reference

5497/23659

Representation of the trade mark:



Goods and/or services covered by this application

Class number	Goods/Services
29	Meat, fish, poultry and game; meat extracts; preserved, dried and cooked fruits and vegetables; jellies, jams, fruit sauces; eggs, milk and milk products; edible oils and fats
31	Agricultural, horticultural and forestry products and grains not included in other classes; live animals; fresh fruits and vegetables; seeds, natural plants and flowers; foodstuffs for animals. malt.

AUSTRALIAN INDUSTRIAL
24 SEP 1997
PROPERTY ORGANISATION

FEE PROCESSING UNIT
RECEIVED \$.....500.....

Signature

a patent attorney of the firm
WRAY & ASSOCIATES,

patent attorneys for and on behalf of the applicants.

24 September 1997