



Seal Certification Kit - Harvest 2018

Dear Members,

Now representing 7.9% of the U.S market share, the demand for California extra virgin olive oil has never been greater. With this incredible shift towards a domestic product, the importance to strive for absolute quality is paramount. Along with quality, members should make a concerted effort to provide full transparency with regard to their products. The Seal Certification Kit has been revised to streamline the verbiage as well as distinguish vital steps to ensure that members of the California Olive Oil Council provide clarity in the marketplace. This includes directives regarding Olio Nuovo, flavored oils, and blends.

The COOC is first and foremost a marketing and trade association dedicated to education, outreach and communications. As always, the COOC staff and representatives are available to answer your questions and be a resource.

Producers in all Tier levels are required to have their oil(s) processed and certified by the California Olive Oil Council for the 2018 Harvest year. To do so, you must be an **active member** with the COOC and you must submit the following items (all of which can be found in this kit). The COOC will not process your oil or submit it to the taste panel unless **ALL** items have been received.

1. One signed **Certification Mark and Intellectual Property License Agreement** per producer (pg. 7-10)
2. **Submission Application** (pg. 18-21)
3. Hard or digital (PDF) copy of **label design(s)** for ALL 2018 Harvest oil(s)
4. A copy of your **Chemical Analysis** for each oil, completed by a COOC-approved lab.
A list of labs is available at cooc.com/industry-resources/approved-labs
No more than 60 days may elapse from the date of the chemistry testing to the submission of the oil for the COOC Seal Certification Program.
5. **2 Bottles of each submission** must be sent to the COOC office for the Taste Panel to evaluate
 - a. Bottles **must** be 250 ml or larger
 - b. Clearly marked with producer & submission information
 - c. Submission vessel must be an unused, clean, UV-protected glass vessel
6. **Payment** for the Seal Certification Program

Larger Producers in Tiers 4-6 (annual production over 5,000 gallons) who are also subject to the Grade and Labeling Standards for Olive Oil, Refined-Olive Oil and Olive-Pomace Oil as issued by the California Department of Food and Agriculture may choose to conduct the sensory assessment of samples with the COOC Taste Panel per the fee structure above, or, alternatively they may provide a record of organoleptic analysis in adherence with the Standards set forth in Attachment B. In this case, the following items must be submitted.

1. One signed **Certification Mark and Intellectual Property License Agreement** per producer (pg. 7-10)
2. **Submission Application** (pg. 18-21)
3. Hard or digital (PDF) copy of **label design(s)** for ALL 2018 Harvest oil(s)
4. A copy of your **Chemical Analysis** for each oil, completed by a COOC-approved lab.
A list of labs is available at cooc.com/industry-resources/approved-labs
No more than 60 days may elapse from the date of the chemistry testing to the submission of the oil for the COOC Seal Certification Program
5. A copy of your **Sensory (Organoleptic) Analysis** for each oil. Sensory analysis must be completed by Applied Sensory (Detailed Sensory Evaluation Report required) or Oil Testing Service (OTS) at Wagga Wagga Agricultural Institute.
6. **Payment** of \$75 per oil as an 'Authorization to Use' fee for the Seal Certification Program

Submit All Materials to: California Olive Oil Council (at the below address)

Thank you for your support!

The California Olive Oil Council



CALIFORNIA OLIVE OIL COUNCIL

Seal Certification Kit

2018 Harvest

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PROGRAM EXPLANATION

Purpose of the Program

There are three related purposes of the COOC Certification Program.

1. To provide producers and marketers with a standardized method of grading their 100% California olive oil as extra virgin.
2. To provide consumers and retailers with assurance that the oil they purchase is in fact extra virgin.
3. To provide producers and marketers who meet the certification standard with a means of distinguishing their products in the marketplace.

Overview of the Certification Process

The Certification Program is among the highest standards in the world. To gain certification, one must complete a chemical analysis from a COOC recognized laboratory and a sensory evaluation conducted by a COOC-approved sensory panel. Once all paperwork has been submitted and an oil has met both the chemical and organoleptic criteria outlined¹, the producer qualifies for use of the COOC Seal. Members are required to submit their oil(s) every year during the specified period October 1 through March 31. Mixing of multiple harvest years is not permitted.

Chemical Analysis: A chemical analysis will be conducted by a COOC-approved lab in order to assess alignment with the standards as defined².

Sensory Analysis:

- *Producers <5,000 gal (Tier 1-3):* A sample of your oil will be submitted to the COOC Sensory Panel for organoleptic evaluation. The Sensory Panel will evaluate your oil to ensure that it is free of defects, thereby meeting the criteria to be certified as extra virgin grade. Feedback regarding the oil's positive attributes for marketing and assessment purposes will also be provided. Please note that the sensory evaluation is always done in a blind setting; the Panel will never know the producer's identity.
- *Producers >5,000 gal (Tier 4-6):* A sample of your oil may be submitted to the COOC Sensory Panel for a organoleptic evaluation OR a record of sensory analysis completed by a COOC-approved panel may be submitted to ensure that it is free of defects, thereby meeting the criteria to be certified as extra virgin grade.

Procedure

The **submission period** runs from **October 1, 2018 through March 31, 2019**. To achieve certification of your oil, please refer to the checklist on pg. 18 for an index of required documents, paperwork, submission instructions and payment. Oils will **not** be evaluated by the Sensory Panel until all required items have been received.

Oils submitted after March 31st are subject to late fee charges. **NO** oils will be accepted after May 1st. A certification is valid only for the specific oil submitted for evaluation. Seal Certification is a mandatory program and all producers must submit their oils for certification annually; failure to submit your oils annually will jeopardize your membership. No Seal Certifications will be done from June through September. New members who join after May 1st will qualify for the Seal Certification Program for the next harvest.

The Panel of Tasters

Established in 1998, the COOC Sensory Panel is a highly-trained and knowledgeable group of expert professionals that ascertains if defects as well as desirable attributes of extra virgin olive oils are present during a sensory assessment of the oil. The sensory assessment for the purpose of Seal Certification is conducted in accordance with scientific protocols which do not account for subjectivity³. The assessment's purpose is to evaluate the oil solely on its inherent attributes and characteristics rather than a perception by an individual panel member. The Sensory Panel meets on a frequent schedule for the dual purpose of tasting oils for the Certification Program as well as for continual training and accreditation exams.

Results

¹ See Exhibit A

² See Exhibit A

³ CDFA Grade and Labeling Standards for Olive Oil, Refined-Olive Oil and Olive-Pomace Oil, Section 9

Subject to time of submission for the Program, it can take up to 5 weeks from receipt of **all** materials by the COOC for a submission to receive organoleptic evaluation. Per parameters set forth by international standards, the Program is restricted to the number of evaluations completed during organoleptic sessions. After an oil has been evaluated, you will be notified via email by the COOC within 5 business days. If your oil passes and meets all requirements, you will be eligible to use the Seal for the purpose of marketing and sale. If your oil is not evaluated as meeting extra virgin grade, you may contact the COOC to discuss the results. You may resubmit the oil for a second evaluation (refer to fee structure on pg. 18). No more than 30 days may elapse from the time of the notification and the second evaluation.

BACKGROUND

Olive oil is one of the most common victims of food deception in the world today and has been plagued with adulteration, fraud and deception for thousands of years. It is simply far easier and more profitable to offer a dated olive oil, mix in cheaper oils or low-grade olive oil, and pass the diluted concoction onto the unsuspecting public as “extra virgin olive oil.” Without governing and enforceable standards, the American public has been unable to make informed decisions to distinguish high quality olive oils, from these adulterated or inferior products. Simply put, the American public may be “confused” and “deceived” about the true virtues and flavor of freshly pressed olive oil. This confusion is likely suppressing the domestic sale of fresh and high-quality extra virgin olive oil, particularly from California.

In 1992, a number of California olive oil producers came together to develop a set of governing standards and a certification program to distinguish and promote the highest grade of olive oil from California. These founding members also acknowledged the importance of educating the American public about the true flavor and health benefits of these California fresh products. The Certification Program allows olive oil producers to submit their products to an audit program with a series of rigorous chemical and sensory tests in order to earn the legal right to display the COOC Seal of Certification and the California Fresh Membership Mark on approved products and marketing materials, a seal of certification and brand promise that the oil is the freshest olive oil available on the market, with a content of the highest quality and purity.

As the demand for domestic olive oil increases, the California olive oil industry is now uniquely situated to penetrate and educate the American public about these products of exceptional quality with the authorized use of the COOC Seal of Certification and the California Fresh Membership Mark. Each oil is submitted for chemical analysis and organoleptic evaluation on an anonymous basis in accordance with the Standards set forth in Attachment B.

For any oil that fails the COOC Standards for the extra virgin grade designation, COOC representatives can assist the producer to review the chemical analysis and sensory evaluation, with the intent to help the producer in ways to overcome any documented deficiency. Producers should contact the COOC office for assistance.

As a COOC member, you are bound to the Statement of Mission & Code of Ethics as noted in the COOC Membership Agreement. Any oil, be it from California or elsewhere, should be labeled in such a way that it is not misleading or confusing to the consumer. All marketing and promotion of any oils should be consistent with the standards. It is incumbent on the member to ensure that they practice faultless truth in labeling of all their respective products. The COOC is committed to upholding the highest standards within the industry.

ELIGIBILITY and RIGHTS OF USAGE

The Certification Program and membership in the COOC is open to all producers in the olive oil industry, including producers, re-packers, resellers, distributors and retailers. As a membership organization, the success of the Certification Program is dependent on the active participation and adherence to all terms and conditions of the Program by each and every member of the COOC.

Companies participating in the program are authorized and granted the right to display and use, as depicted in Attachment A, the COOC Seal of Certification and the California Fresh Membership Mark (herein after recognized as the “Marks”). Active COOC membership and license, also permits use of the copyrighted content and language of the COOC (herein after “Intellectual Property”) in any and all marketing materials for the olive oil which that entity is directly engaged in selling, and which meets the Certification Program criteria. **These rights are not transferable to any other entity, or to any other product sold by the Licensee. No other entity is authorized or granted the right to use the COOC Marks**

and Intellectual Property without becoming an active member of the COOC, executing and returning this application for license, and maintaining full compliance with all COOC Standards and terms of membership. Failure to comply with the COOC Standards, terms of membership and rights of usage as expressed in these documents, may result in termination of membership and potential legal action.

Should the producer fail to meet the EVOO standard, they may not use the Marks **nor** market or promote their oil in any way other than as olive oil or the grade the oil was assigned.

RIGHTS OF TERMINATION AND CONTROL

As a perishable product, which may over time cease to comply with the Standards, each member agrees to take all reasonable steps to cease the sale and distribution of non-conforming oils. Such steps could include but, are not limited to, removal of the Intellectual Property, including the Marks, as used in connection with the sale and marketing of the non-conforming vessels and advising any third party selling or marketing the vessel of the non-compliance and to recall the product from the shelf until appropriate labels conform to the standards.

All active COOC members agree that olive oil currently certified within the Program which fail to meet the Standards for Certification, pulled via random sampling or for any reason, will immediately forfeit their rights of usage of the Marks and all other Intellectual Property. In the event of such forfeiture, the member will be required to remove the COOC Marks and other Intellectual Property from those products, materials, and other marketing or related promotional material within 30 days. The member acknowledges that in the event of such forfeiture, its product will no longer be listed by the COOC as certified.

Similarly, those companies that choose to terminate participation in the Program via non-renewal, non-payment, non-compliance or direct cancellation must remove and cease all use of the Marks and all other Intellectual Property owned and used by the COOC, and delete such use from all marketing materials, including but, not limited to websites, packaging, labels, and literature, immediately upon termination.

The COOC at its sole discretion and subject to approval by its Board of Directors, reserves the absolute and sole right to amend and change the Standards in Attachment B. Any and all revisions to the Standards will be based on relevant, factual information, and will be adopted purposefully for the commitment of maintaining or improving the overall integrity and quality of the Certification Program.

INTELLECTUAL PROPERTY OWNED BY THE COOC

All members of the COOC, whether active or not, acknowledge that the COOC owns all rights, interest and title in and to the Intellectual Property set forth in Attachment A, and which may be updated from time to time at the discretion of the COOC. Specifically, all members acknowledge that the COOC is the owner of all rights, title and interest in and to the Seal of Certification, the California Fresh Membership Mark, and owns the copyright in all written materials or other expressions produced by the COOC or for its benefit. It is acknowledged that the goodwill developed in the Intellectual Property owned by the COOC is for the exclusive benefit of the COOC, and that other than the limited rights of use specifically granted herein, no member has any other right or claim to the Intellectual Property, or right or claim to enforce the Intellectual Property owned by the COOC, without the explicit written authorization of the COOC.

All members of the COOC, whether active or not, shall not contest the validity of the Seal of Certification, the California Fresh Membership Mark, or any other Intellectual Property owned by the COOC, nor make any claim that is averse to the COOC's right, title and interest in and to its Intellectual Property.

It is imperative that members of the COOC agree to cooperate and not to in any way interfere with the COOC's efforts to secure protection of its Intellectual Property in the State of California, in any other state or country, nor take any action which would compromise the COOC's ownership and rights to any of its Intellectual Property, and as a condition of membership, each member waives any right thereto, even if membership is terminated. It is acknowledged that the COOC has the exclusive and sole right to file applications for registration of its Intellectual Property in any and all jurisdictions and to enforce any and all rights to its Intellectual Property, including the Marks. Nothing within these documents grant the member or licensee the right to use any of the Intellectual Property, including any variation or colorable imitation of the Marks, in connection with any domain name owned by a member and/or licensee.

Overview

It is acknowledged that it is the purpose of the COOC to certify that the California olive oils made, blended, sold, marketed or distributed by others comply with the COOC Standards, and to license its Intellectual Property, including the Marks for the purpose of promoting the benefits of fresh extra virgin olive oil and advertising that such certification has taken place. It is also acknowledged that the COOC serves as a trade membership organization that is engaged, on behalf of its members, to promote the virtues and benefits of fresh California extra virgin olive oils and educate the public about the benefits of such products.

It is further acknowledged, that by signing this the COOC Certification Mark and Intellectual Property License Agreement (herein after recognized as Certification License Agreement) the member desires, as a producer of olive oil, to make, blend, sell, market or distribute California olive oil which complies with the COOC Standards and receive a license to use the Intellectual Property, including the Marks, on the terms and conditions contained within these documents.

Subject to the terms and conditions as set forth herein and in consideration of the applicant's ("Licensee") active membership and other good and valuable consideration, the COOC grants to the Licensee, a non-exclusive and non-transferable license to use the Intellectual Property, including the Marks, owned by the COOC for the exclusive purpose of the use the License specified herein. Licensee shall make no other use of the Intellectual Property other than the use for which the application has been made.

Certification. Licensee has submitted to the COOC, samples of an olive oil having the characteristics set forth in the Olive Oil Submission Form ("Submission Application") attached hereto as Attachment E for the purpose of evaluation by the COOC in accordance with the Standards set forth in Attachment B. If Licensee produces more than 5,000 gallons annually and is also subject to the Grade and Labeling Standards for Olive Oil, Refined-Olive Oil and Olive-Pomace Oil as issued by the California Department of Food and Agriculture, alternatively they may provide a record of organoleptic analysis in adherence with the Standards set forth in Attachment B. Provided the olive oil meets the Standards in Attachment B, the COOC agrees to certify that, as of the date hereof, the olive oil described in the Submission Application complies with the Standards. Such olive oil shall be referred to hereafter as the "Approved Olive Oil".

1. License. Subject to such approval and certification, the COOC hereby grants to Licensee an exclusive license to use the Marks on vessels containing the Approved Olive Oil and the Intellectual Property with the promotional and marketing materials developed by Licensee in connection therewith, and for no other purpose, and Licensee hereby accepts such grant subject to the terms and conditions hereof.

2. Representations and Covenants of Licensee. Licensee hereby represents and covenants that:

a) The Submission Application and all other information provided by Licensee to The COOC concerning the Approved Olive Oil are true and correct;

b) The samples of olive oil submitted by Licensee are true and unadulterated samples of the olive oil that Licensee intends to sell, market or distribute;

c) Licensee shall use the Mark only on vessels containing only the Approved Olive Oil and promotional and marketing materials developed by Licensee in connection therewith;

d) In the event that the Approved Olive Oil represents a single lot⁴ of olive oil, Licensee shall use the Mark only on vessels containing such lot of olive oil, and shall apply for new certification for any other new and distinct lots of olive oil;

e) Licensee is a member in good standing of the California Olive Oil Council, Inc. and has read, understands, and agrees to comply with the California Olive Oil Council Label and Promotional Material Disclosure Requirements in Exhibit B;

f) Licensee shall take **all** reasonable measures to ensure that the Mark will not be associated with any other products sold, marketed or distributed by Licensee and not covered by a similar license agreement with the COOC; and,

i) The use of the Mark on any product separate from or co-milled with the Approved Olive Oil is excluded. Neither the Mark nor the term extra virgin may be associated with a flavored or blended oil, other than as an ingredient.

g) Licensee shall submit copies of all labels on which the Mark is intended for use in accordance with Attachment A and all stipulated requirements herein.

h) Licensee shall inform the COOC immediately of any material change to any of the foregoing.

3. Quality Control. Licensee acknowledges that the COOC may take all reasonable steps to ensure that the Marks are only used on vessels containing the Approved Olive Oil and that the Approved Olive Oil continues to comply with the Standards.

a) Licensee hereby agrees to provide the COOC or its authorized representatives records which are relevant to the production, bottling or storage of the products sold, marketed or distributed by Licensee which bear the Marks for the purpose of inspection of quality. Licensee further agrees to provide samples to the COOC within 30 days, upon the COOC's request, of all products sold, marketed or distributed by Licensee bearing the Marks and all promotional and marketing materials developed by Licensee in connection therewith, and/or which depict the

⁴ See Attachment C

Intellectual Property. In the case which a supplier or copacker is used, Licensee agrees and authorizes the supplier or copacker to supply records and samples as requested.

b) The COOC and Licensee agree to have a third, neutral party, examine the oils, related paperwork and facilities to mediate quality control issues or other olive oil source related questions in dispute. The mediator shall be mutually selected from a non-biased mediation company or mediation facility capable of sourcing expertise in the field of forensic olive oil quality control and accounting. The cost of mediation shall be shared equally if the neutral party finds no fault with the Licensee. If fault is found then, the Licensee is responsible for full costs. Parties should agree to binding arbitration-not allow for refusal for this final step. The mediator shall make a decision on the issues or questions in dispute, which the parties may accept or reject. In the event the mediator's decision is not accepted by both parties, then either party may submit the issues or questions in dispute to binding arbitration pursuant to paragraphs 12 and 13. If either party refuses to mediate under this paragraph 4, then in no event shall the refusing party be entitled to fees and costs under paragraph 13.

c) Licensee acknowledges that the Approved Olive Oil is a perishable product, which may over time cease to comply with the Standards, and Licensee therefore agrees to take all reasonable steps to ensure that its vessels bearing the Marks are not sold or marketed by Licensee if the contents no longer comply with the Standards. Such reasonable steps include but, shall not be limited to, advising any third party selling or marketing the vessel that the contents no longer comply with the Standards required by the Marks and facilitating its removal from marketplace and/or distribution.

4. Fees. The COOC agrees to make self-adhesive stickers bearing the Seal of Certification Mark available for purchase by Licensee. The fees are set forth in the fee schedule in Page 18.

a) Licensee agrees to abide by said Fee and shall affix the stickers bearing the Marks to and use the Seal and/or Mark only on vessels containing the Approved Olive Oil for the specific harvest year. There is no license fee for the embedding of the Mark onto the label of the Licensee's vessel.

5. Term and Termination.

a) Term. Unless sooner terminated in accordance with Section 6, the term of the License shall be for a period of time for the Licensee to sell, market, and distribute all vessels containing the Approved Olive Oil bearing the Mark but, in no case to exceed two years from harvest⁵. The COOC recommends eighteen months. In no case will the License Agreement and the right to use the Intellectual Property be more than two years from the harvest of the Approved Olive Oil. Should the Membership Agreement become inactive or deactivated by the COOC, the use of the Intellectual Property will be considered terminated.

b) Termination. If Licensee shall fail to perform any obligation, covenant, undertaking, term or condition of membership of this License, and fails to cure such default within thirty (30) days from the date of written notice of such failure of performance sent by email or registered mail to Licensee by the COOC, or if Licensee ceases for any reason to be a member in good standing of the California Olive Oil Council, Inc., then the COOC shall be entitled to terminate this License, immediately without further notice and shall be entitled to all remedies set forth in section 7 and all other remedies available at law and equity.

c) Effect of Termination. Upon termination of this License Agreement, Licensee shall immediately discontinue all use of the COOC Intellectual Property, including the Marks, and any colorable imitations thereof. Any use of the COOC Intellectual Property, including the Marks, shall be deemed acknowledged an infringement and act of unfair competition in violation of all applicable federal and state laws, and also at common law.

6. Liquidated Damages and Remedies. Licensee hereby acknowledges that the Intellectual Property of the COOC, including the Marks, is extremely valuable to the COOC, and that any material breach of this License by Licensee (whether intentional or not) may result in substantial harm to the COOC, which may be difficult to measure and not adequately be compensated by monetary damages. Therefore, in the event of the termination of this License pursuant to section 6, the COOC may:

⁵ Exhibit C

COOC Certification Mark and Intellectual Property License Agreement

- a) require Licensee to recall from distribution all vessels bearing the Marks, which do not contain Approved Olive Oil and Licensee agrees to do so immediately upon written request (by email or post) by the COOC.
- b) require Licensee to pay the COOC the greater of the sum of ten thousand dollars (\$10,000) or the sum of one dollar (\$1.00) per vessel which does not contain Approved Olive Oil but, which bear the Marks, and Licensee agrees to make such payment within 30 days of written notice (by email or post) by the COOC.
- c) disseminate a press release describing the circumstances of the termination, material breach or recall including public dissemination by any medium including direct mailing by retailers. Such press release may include but is not limited to the following language:
“The COOC announced today that (Name of Approved Olive Oil), certified on (Date) and bearing the COOC Marks, no longer meets the requirements for the Seal of Certification and/or the California Fresh Membership Mark, and that the certification and license to use the COOC Intellectual Property has been withdrawn. Further, the Licensee has agreed to recall from distribution or remove the COOC Seal of Certification and/or the California Fresh Membership Mark, as well as all COOC Intellectual Property used in connection therewith, from all vessels certified on (Same Date). This announcement does not apply to (Name of Approved Olive Oil(s)) certified on other dates.”
- d) Licensee agrees that the above remedies are reasonable and may be imposed either individually or cumulatively, as may lesser remedies, at the sole discretion of the COOC. Licensee acknowledges that failure of the COOC in any instance or instances to impose a remedy upon Licensee or others shall not be deemed a waiver of the enforceability of any provisions in this License Agreement, or terms of membership.

7. Indemnification. Licensee agrees that it will not during the term of this License, or at any time thereafter, object or otherwise challenge, in any way, the title or any rights of the COOC in and to the Intellectual Property, including the Marks, or challenge the validity of this License. Licensee shall indemnify, defend and hold the COOC harmless from and against any and all claims, judgments, liabilities, losses, damages, penalties, fines, or costs (including, but not limited to, reasonable attorney's fees), which arise from, or are related to, Licensee's use of the Intellectual Property. This indemnity shall survive the expiration and termination of this License.

8. Successors. Licensee may not sell, assign, transfer, mortgage, sublicense, or otherwise part with any of its rights or obligations under this License, to any person or entity, without the prior written consent of the COOC, which consent may be withheld at the COOC's sole discretion. Subject to the foregoing limitation, the provisions of this License shall inure to the benefit of, and shall be binding upon, the heirs, successors, executors, administrators and assigns of the parties hereto.

9. Notice. Any notice, demand, request, consent or other communication which either party desires or is required to give to any other party shall be in writing and shall be deemed to have been given when either: (a) delivered in person, email or by facsimile transfer, or (b) sent by overnight courier or first-class registered or certified mail, postage pre-paid, return receipt requested, addressed to such party at the address set forth following Licensee's signature to this Agreement. Either party may designate another address for itself at any time upon written notice to the other party.

10. Improper Use by Third Parties. Licensee will immediately provide to the COOC the name and address of any entity, whether it be a Licensee or non-Licensee, that engages in the mislabeling of olive oils with the improper or unauthorized use of the Marks or any other Intellectual Property owned by the COOC, whenever and wherever Licensee reasonably believes that such activity is being carried on.

11. Binding Arbitration. The parties shall in good faith work toward the resolution of any disputes or issues arising under this License Agreement. If the parties fail to reach a final resolution with respect to any such disputes or issues, the parties shall submit such disputes or issues to binding arbitration. Such disputes or issues shall be arbitrated pursuant to the provisions of Sections 1280-1294.2 of the California Code of Civil Procedure to be held in San Francisco County, before a retired judge of the California state or federal courts. Judgment on the Arbitrator's decision or award shall be final and binding and may be entered in any competent court. **This paragraph confirms the mutual intent of all parties to waive jury trial.** The parties may hereafter agree to other arbitration rules, such as the commercial arbitration rules of the American Arbitration Association, but any such agreement must be in writing. The arbitrator's decision shall be binding on the parties.

COOC Certification Mark and Intellectual Property License Agreement

12. Expense of Arbitration. If any arbitration is commenced to enforce any provision of this License Agreement, then the prevailing party shall be entitled to be reimbursed by the unsuccessful party for all fees, expenses and costs incurred in connection with such arbitration, including a reasonable allowance for attorneys' fees and costs and expert witnesses' fees and costs, which amount shall be added to and become part of the final decision in such matter.

13. Governing Law. This License shall be governed by, and construed in accordance with, the law of the State of California.

14. Authority. Signatory below warrants and represents to having the authority to sign on behalf of and bind the named entity on whose behalf this Agreement is signed.

15. Entire Agreement. No representations, promises, understandings or agreements exist other than as set forth herein. This License Agreement is the standard agreement for all member and may not be amended as to any applicant under any circumstance.

IN WITNESS WHEREOF, the Licensee have executed this License Agreement effective this _____ day of _____, 20__.

Licensee:

Company Name: _____

By (signature): _____

By (printed): _____

Title: _____

Attachments of Reference

ATTACHMENT A

COOC Intellectual Property Subject to License



California Olive Oil Council's Seal of Certification Marks



California Fresh Membership Mark

***There can be no deviation or alteration of the Marks.**

Required: Affix a hard copy or upload a digital copy of retail product label(s)

Labels submitted should be for **ALL** 2018 Harvest product. In the case in which 2018 Harvest labels are not finalized, a current draft may be accepted with intended changes noted. One label per product intended for licensing of COOC Seal must be provided. Labels should correspond to lots denoted for certification as specified in Submission Application (Attachment E). If Seal of Certification is embedded, usage must adhere to requirements as specified. If oil is not intended for retail sale, please note this on Attachment E and the requirement is waived.

ATTACHMENT A

COOC Intellectual Property Subject to License

****Below Marks have been embedded with the “COOC” watermark to protect the authenticity of the Intellectual Property. Distributed artwork for use of Approved Olive Oil(s) will not contain the watermark. The use of or distribution of the below artwork will not be authenticated and considered a violation of membership****

1) Harvest Certification Program



This option is available to all members who pass the requirements of the COOC Seal Certification Program. This form of the Mark includes the embedded harvest year date.

Producers using the Harvest Certification Seal may choose to either:

- Purchase a roll of printed Seals containing 1,000 stickers for a fee of \$80.00 plus \$5.00 for shipping and handling. Seal stickers are available in the 2018 Harvest two-color green/yellow option only.
- Incorporate the digital Seal artwork into the label. There is no fee for this option. Seal artwork is available in four color options for members to choose from to be complimentary to label designs⁶:
 - There should be no deviation from the four-color options



2) Generic Certification Program



Available to all producing members. This option allows producers to use the Mark without a harvest year date. Conditions must be met and approved by the COOC and are outlined in the Authorized Generic Seal Agreement found on page 13. ****Available in color schemes as displayed above in Section 1**

3) Certification Program for Packers/Shippers/Distributors/Resellers and/or Retailers



This option is for those purchasing and/or re-labeling oil from a COOC-certified producer. Members falling into this category qualify for use of the Harvest Certification Seal. In order to use the Seal, the buyer must:

1. Be an active COOC member
2. Sign the **License Agreement for Packers/Shippers/Distributors/Resellers and/or Retailers** – *Form is available in the Seal Certification portion of the COOC member website or by emailing max@cooc.com*

⁶ See Exhibit B

AUTHORIZED GENERIC SEAL AGREEMENT

The use of the Generic Seal is permissible if **ALL** of the following conditions are met:

- 1) The member must be a COOC member (Tiers 1-6 and not a repacker) in good standing at the time of the request.
- 2) The member must be in at least their third consecutive year of compliance and **all** olive oils in the member's product line must have received certification prior to the request.
- 3) The oil(s) must be submitted to the COOC Sensory Panel with all required paperwork by the last day of February of each certification year.
- 4) The fees must be paid as noted on the current certification fee schedule.
- 5) The user agrees to withdraw product should at any time the oil(s) not pass the criteria for extra virgin certification. The product(s) must be withdrawn within 30 days of COOC written notification. The member will notify the COOC in writing that all products have been recalled in total.
- 6) **If the Generic Seal is used on the label, the label must contain harvest date including month and year.** This information must be clearly visible and noted in a consumer-friendly format (i.e. November 2018 or 11/2018). Due to readability issues and fading, laser etching must be pre-approved by the COOC to ensure clarity. **Please initial** _____



If all requirements above are met, sign and return this page:

Signature: _____

Print Name: _____

Company: _____ Date: _____

ATTACHMENT B

Standard Exhibits & Requirements 2018-2019

As a condition of membership, **all members** who produce a California olive oil labeled as extra virgin must submit their oils annually and prior to the deadline, to the Seal Certification Program and agree to abide by all requirements set forth in the Certification Mark and Intellectual Property License Agreement. Failure to submit the oils by the deadline will result in termination of membership. Re-packers must complete all appropriate documentation thoroughly by the deadline to remain in good standing. The requirements are provided each year prior to the harvest as noted in Exhibit A below.

EXHIBIT A California Extra Virgin Olive Oil Standards for Certification

- 1) 100% of the oil is from olives grown in the State of California in the United States of America, extracted from the fruit solely by mechanical means under conditions that do not lead to the deterioration of the oil.
- 2) The oil has acidity, in terms of oleic free fatty acid, of not more than 0.5%, a peroxide value of 15 meq O₂/kg or less, and ultra violet absorbency for extra virgin olive oil⁷. See UVA standards.⁸ (Please note that the COOC chemical values and other requirements may change prior to October 1st of each year in advance of the certification program year. Members will receive a minimum of 30-day notice of any changes.)
- 3) The oil must be organoleptically evaluated by the California Olive Oil Council Sensory Panel or approved, accredited panel with collating reports (offered to producers with > 5,000 gallons of production; Tiers 4-6) and found to be free of defects.

Table 1: COOC Standards & Requirements for Certification		
All Producers		
Sensory	Median of Defects	0
	Median of Fruity	> 0
Free Acidity (FFA) (%m/m)		≤ 0.5
Peroxide Value (PV) (meq O ₂ /kg oil)		≤ 15
UV Absorbency (UV)	K232	≤ 2.4
	K270	≤ 0.22
	Delta K	≤ 0.01
Producers > 5,000 gallons		
Moisture and Volatiles (MOI) (%m/m)		≤ 0.2
Insoluble Impurities (INS) (%m/m)		≤ 0.1
DAGs (%)		≥ 35
PPP (%)		≤ 17

EXHIBIT B Label & Promotional Material Disclosure Requirements

The following apply both to labels as well as to promotional materials of all kinds.

Labeling practice for **all** products sold and marketed by COOC members should uphold the mission of the California Olive Oil Council to provide the utmost transparency when referring to extra virgin olive oil. Any language that may be perceived as misleading to consumers with respect to olive oil may be considered a violation of the COOC Code of Ethics.

- (1) Varietal Names: If an oil is named under the same nomenclature of the olive varietal used, then the oil must comprise of at least 85% of the fruit (by weight) denoted.
- (2) Provenance: (i) If reference is made to a specific region within California, then at least 85% of the oil must be from olives grown in that region. (ii) If reference is made to a specific estate within California, then at least 95% of the oil must be from olives grown on that estate. (iii) If any phrase such as a company name, brand name, or

⁷ CDFR Grade and Labeling Standards for Olive, Refined-Olive Oil and Olive Pomace, Section 6

⁸ UVA: This test is required for all producers. It is an indicator of oxidation, especially in oils that have been heated in the refining process. It measures the quantity of certain oxidized compounds that resonate on wavelengths of 232 and 270 nanometers (nm) in the ultraviolet spectrophotometer. Delta K may detect oil treatments with color removing substances and the presence of refined or Pomace oil by measuring absorbency differences. The UVA standards are: 232 nm < 2.4, 270 nm < 0.22 and Delta K < 0.01.

Attachments of Reference

other word or group of words except for address or legal information, is in conflict with (i) and/or (ii), then the actual location or locations in which the olives were grown must be specified, in type not less than 1/3 the size of the phrase, and in geographic specificity no less precise than the phrase; if the oil is from a less-specific region than the phrase implies, then there must be a disclaimer indicating that the oil is not from the implied location, in type not less than 1/3 the size of the phrase.

- (3) Time of Harvest: If reference is made to a harvest date, then 100% of the olives used to make the oil must have been harvested during that time period. Because the bulk of the harvest typically takes place between October to December, the COOC seal certification year refers to the harvest year; for example, the 2018-19 harvest season is deemed to be the 2018 certification year.
- (4) Awards: Any reference to an award, prize, certification, or citation must apply to 100% of the oil and clearly state so. Awards must refer to current awards only, not previous years.
- (5) Cultivation Methods: No reference to cultivation standards or practices (such as organic or sustainable) may be made that is not applicable to at least 85% of the fruit (by weight) used to produce the oil and the reference must comply with state and federal definitions and regulations.
- (6) Production Methods: No reference to extraction methods may be made that is not applicable to at least 85% of the fruit (by weight) used to produce the oil.
- (7) Should the member be marketing and/or selling olive oils that do not abide by extra virgin standards, the COOC may not be referenced, nor shall the product be marketed or sold as extra virgin⁹.

EXHIBIT C Harvest & ‘Best Buy’ Dates

- 1) The COOC requires the use of harvest date either in the form of the COOC Mark (of which harvest year is embedded) or if approved for the Generic Mark, harvest month and year must be clearly indicated on packaging.
- 2) Best buy dates are not a requirement of the COOC; however, if such is indicated, the date denoted must not exceed 24-month post-harvest.
 - a) Any variance in the above noted recommendation must be supported by technical evidence outlined in Table 1
 - b) The COOC’s recommendation is to not exceed 18 months post-harvest.

EXHIBIT D Trademark and Artwork

- 1) The California Olive Oil Council holds registered ownership of The California Olive Oil Council Certification Mark. Upon full completion of the Certification Mark and Intellectual Property License Agreement, permission to use the COOC Certification Mark (United States Patent & Trademark Office Registration Number 4674159) on packaging and for use of marketing, in accordance with, and subject to, the provisions of the Agreement.
- 2) Use of COOC Marks should not portray adaptations in color (See Table 2), proportion, nor be abridged to any dimensions smaller than 7/8’’ in diameter.
- 3) The Marks should not be altered in any way other than noted above, unless written permissions have been provided by the COOC.

Table 2: COOC Marks Color Scheme				
	Green & Yellow Seal	Green & White Seal	Black & White Seal	Grey Scale Seal
PMS	Green: 343 Yellow: 127	Green: 343 Black: 0	Black: 100% White: (Black) 0%	Black: 100% Grey: (Black)15%

EXHIBIT E Filtering and Racking

- 1) Though not an enforced requirement, in order to preserve the highest quality of your olive oil(s), it is the COOC’s recommendation that producers remove sediment and water from their oil by means of processes such as filtration and/or racking. Excess sediment is amongst the most common contributing factors for oils not meeting extra virgin grade due to anaerobic fermentation, which may also result in a short shelf life.

⁹ See Attachment D

ATTACHMENT C

Lot Size Recommendations and Requirements

For the purpose of this License Agreement, a “lot” is a homogenous batch of oil, contained in one or more vessels and is of uniform composition throughout. In determining submissions to the COOC Seal Certification Program, utilize the following guidelines on distinguishing lots.

- Uniform characteristics could include:
 - Containers - drums, tank, tote
 - Varietal - Arbequina, Picual, Coratina
 - Date of harvest (within the same harvest year) - October 9 / 10 / 12, 2018
 - Grove location - Carmel Valley grove and San Benito County grove
 - Milling operation
- A Licensee who has obtained approval to use the Marks on one lot of oil is not authorized to use the Marks on another lot that has not been tested and approved; provided however, that if a lot consists solely of a blend of other lots that have been tested and approved, then the blend shall be deemed approved, and the Marks may be used. Licensee nevertheless agrees to make such a blend available for retesting at the COOC’s request and expense, and further agrees not to use the Marks or any Intellectual Property in connection with any blend that fails to meet the COOC Standards upon retesting.

In no case may a lot be larger than 200,000 gallons. This is a requirement.

Example of Benefits to Utilizing Lots

- 1) COOC feedback assists in determining characteristics for blending purposes.
 - a. 3 Varietals - 3 Lots: A producer wants to ascertain both the individual characteristics of the three varieties they produce and ensure each variety passes the standard for extra virgin grade before blending. Therefore, the member submits each variety as a single lot to the COOC and will receive 3 individual reports, one for each varietal but, will only sell one final blended product.
- 2) Allows for flexibility when selling bulk oil.
 - a. 5 Varietals - 7 Lots: A producer with five different varietals on one grove and two of the five also on a second grove, intends on blending the like varietals with a percentage being for bulk sales. Seven submissions are made to the COOC prior to blending. By doing so, the producer can later sell any of the five varieties as a seal certified lot adding value to her olive oil. It also allows her greater flexibility with either blending the lots or maintaining a single varietal product. Any custom blends produced from the individually certified varietals will in turn qualify for use of the COOC Seal.
- 3) Potential problems are isolated.
 - a. 2 Grove Locations - 2 Lots: A producer has a field blend of varietals from groves in 2 different locations. The grower suspects fruit fly damage in one of the groves. The oil is submitted as 2 lots, one sample from each location. This way should the oil from one location be found to not qualify as extra virgin, it will be isolated and not adversely affect the oil from the other grove.
- 4) Large quantities of oil are assessed separately to provide for greater traceability.
 - a. 900,000 Gallons - 7 Lots: A large producer mills almost one million gallons from three varietals. 900,000 gallons of the oil is from a single varietal. To ensure that no single lot exceeds the maximum of 200,000 gallons, the producer will submit this varietal as 5 lots. Additionally, they will submit one lot each of the 2 other small quantity varietals. Alternatively, the producer could segregate by containers.

The most important factor to remember when dividing into lots is that the **lots must be uniform**. All lots must be coded.

Please note that producers who make more than 5,000 gallons must comply with FDA and Olive Oil Commission of California regulations. Noted below is the 21 CFR Part 101 Food Labeling section 101.9.

A collection of primary containers or units of the same size, type, and style produced under conditions as nearly uniform as possible, designated by a common container code or marking, or in the absence of any common container code or marking, a day's production, constitutes a "lot."

Information from <http://www.accessdata.fda.gov/scripts/cdrh/cfdocs/cfcfr/cfrsearch.cfm?fr=101.9>

ATTACHMENT D

Recommendations and Requirements for Other Oils and Products Containing Extra Virgin Olive Oil

The California Olive Oil Council is committed to the promotion of the highest grade of olive oil in the industry. By ensuring that an oil exceeds specific chemical and organoleptic parameters, the COOC is able to certify that a producer used best practices with the handling and storage of the olives and oil from tree to bottle.

Olive oils that do not meet the parameters for the Seal Certification Program due to defect, life expectancy, or for containing additives must **not** bare the promotion of being extra virgin grade, unless listed appropriately so as an ingredient and abides by the labeling requirements set forth in Exhibit B.

In order to preserve the integrity of the COOC Mark, members must abide by the following when promoting other oils:

Olio Nuovo: is an oil released to consumers and retailers immediately after milling. It is an oil that has not been filtered or racked and is fresh from the mill. With the presence of excess sediment, this oil has a life expectancy of only 90 days and therefore may not bear the Certification Marks.

Should you submit your entire lot to the COOC for Seal Certification prior to it being racked and/or filtered, and intend for a portion to be an Olio Nuovo release, the limited release should not use the COOC Seal of Certification, as its very limited life expectancy does not conform with the standards for use of the Mark. The remainder of the lot, which will be racked and/or filtered, may use the Seal.

It should be noted that failure to rack may adversely compromise the life of the oil.

Flavored Oils: may never be marked or sold as extra virgin olive oil. Standards¹⁰ preclude this descriptor, for once anything is added to an extra virgin olive oil it is considered either flavored olive oil or a flavored oil. Additionally, neither the COOC Seal or reference to the Seal may be used.

In the case that an Approved Olive Oil is infused with a flavor, the verbiage of extra virgin olive oil may only appear as an ingredient and indicate as such with a truthful percentage of the composition with proportional text.

Co-milled olive oils or oil produced from the mutual pressing of olives and fresh fruit are excluded from the parameters for extra virgin certification without being viable for organoleptic evaluation. Labels and promotion of may not reference extra virgin olive oil as an ingredient.

Blended Oil: If you blend your extra virgin olive oil with another oil you must label the blend and promote it as such. The label must clearly state the contents and proportions with promotions so that neither the consumer or retailer is misled. The COOC Seal may never be used on blends, even if they contain an Approved Olive Oil.

If dated extra virgin olive oils are used to produce blended oils, extra virgin olive oil may only be listed as an ingredient if the olive oil is less than eighteen months after harvest

Examples of Blended Oils:

- If a product displays the nomenclature reflecting the result of a blend of 75% nut oil and 25% extra virgin olive oil then, the font must be proportionate to the percentages. The nut oil should reflect font size 75% of the text and the extra virgin olive oil 25% of the text. The label also lists under the ingredients that the vessel contains 75% nut oil and 25% extra virgin olive oil.
- A producer blends 50% extra virgin olive oil with 50% of a seed oil, the font can be of equal size and the contents of the blend must be clearly stated under the ingredients as 50-50.

¹⁰ State Senator Wiggins Bill 634

Submission Application for Seal Certification 2018

ATTACHMENT E

Olive Oil Submission Checklist

Please include this form as a cover sheet with your shipment.

Company Name _____

- Certification Mark and Intellectual Property License Agreement** *one per producer (pg. 7-10)*
- Producer Index** *one per producer (pg. 19-20)*
- Olive Oil Submission Form** *one per oil submitted for certification (pg. 21)*
- Hard Copy or Digital Copy of Product Label(s)** *one per oil indicated in Producer Index*
- Chemical Analysis** *one per oil from COOC approved laboratory*
- Two bottles of each oil for certification OR Record of sensory analysis (Tiers 4-6 only)** *Bottles must be 250 mL or larger; labeled with producer name and lot/variety information and meets bottling requirements Producers >5,000 gal. (Tier 4-6): Record of sensory analysis only accepted from Applied Sensory (Detailed Sensory Evaluation Report required) or Wagga Wagga.*
- Payment** *Fees are non-refundable. Checks should be made payable to COOC. For credit card payments, complete the information below, pay online or call the COOC office at 888-718-9830.*

	Fee	Quantity	Total
Small Producer (< 100 gallons) First Submission	\$100.00		
Small Producer Additional Submission	\$80.00		
Large Producer (>100 gallons) First Submission	\$225.00		
Large Producer Additional Submission	\$150.00		
Large Producer (Tier 4-6 only) 'Authorization to Use'	\$75.00		
Retasting Fee (per Oil)	\$100.00		
Late Fee per oil (After March 31)	\$250.00		
Seal Stickers (1000 / roll)	\$80.00		
Seal Stickers Shipping (per order)	\$5.00		

Name on Card: _____

Business Name on Card (if applicable): _____

CC# _____ Exp Date: _____ CVV: _____

Billing Address: _____

Signature: _____

Submission Application for Seal Certification 2018

ATTACHMENT E

Producer Index

****Please ensure that all information is accurately completed, as omissions will delay the sensory evaluation****

Company Name: _____

Primary Contact: _____

Phone Number: _____ Email: _____

Website: _____

Total Production Volume (in gallons): _____

Submissions are made in UV-Protected glass bottles, food service metal, or protective coated exterior packaging will be utilized of non-UV-protected glass bottle will be housed in a box of suitable non-exposed vessel.

Please Initial: _____

I hereby authorize the COOC to evaluate the oil(s) for conformity with the Marks, including the blind assessment of the oil by the COOC Sensory Panel

I am a producer of >5,000 gallons annually in Tier 4-6 and in place of the blind assessment of the oil by the COOC Sensory Panel, instead I am submitting records of the oil's organoleptic assessment by one of the following labs in adherence to the Standards as defined in Attachment B: Applied Sensory (Detailed Sensory Evaluation Report required), or Wagga Wagga

Except for the grant of permission to use the Marks, the results will be kept confidential by the COOC. I explicitly agree that these results are binding on me and the COOC, and further explicitly release and discharge and hold harmless the COOC and any individuals or entities associated with either the COOC or the Sensory Panel from any claims, liabilities, obligations or any damages, whether real or imagined, resulting from their actions or inactions with respect to evaluation.

Licensee authorizes the COOC to utilize sample information and data for statistical collection of which may benefit the development of the industry. No individual sample or data will be identified and would only be used for aggregate statistics of which results and/or summary is shared with membership. **Please Initial:** _____

I acknowledge that I have read and understood the Certification Mark and Intellectual Property License Agreement, including the California Olive Oil Council Standards¹¹ including Exhibit B in reference to Label and Promotional Materials Disclosure Requirements, and that I may only label or promote my oil as COOC Certified if I have executed the Agreement.

I am authorized to agree to the above representations on behalf of Licensee, sign on behalf of Licensee, and bind Licensee to all terms herein. I declare under penalty of perjury under the laws of the State of California that the foregoing is true and correct.

Signature: _____ Date: _____

Print Name: _____ Title: _____

Company: _____

¹¹ Attachment B

Submission Application for Seal Certification 2018

ATTACHMENT E

Producer Index

List your oil(s) below as intended for the market and as should be reflected on COOC materials, including the COOC website. This should reflect your list of oils available for purchase whether bulk, for retail, or both. If you submit lots and intend on a percentage to be used for blends after certification, the blend(s) should be in the listing below along with the original lot (if the lot is also being sold as submitted); i.e. You submit an Arbequina and Picual with a percentage of each being blended into your "Miller's Blend", below will display Arbequina, Picual, and Miller's Blend. Subsequently, if you submit your Arbequina and Picual separately but, intend on blending the entirety of each for your Miller's Blend, below will only list Miller's Blend. Submissions sent in already as a blend should be listed as such, with details in Olive Oil Submission Form. **Labels should be provided for each of the listed oils below**

	Name (as sold under)	Bulk / Retail / Both	Organic (Yes or No)
1			
2			
3			
4			
5			
6			
7			
8			
9			
10			
11			
12			

Submission Application for Seal Certification 2018

**ATTACHMENT E
Olive Oil Submission Form**

****Submit 1 Olive Oil Submission Form per oil being submitted for certification****

Oil Name / Lot Code	
Name Intended for Label (if different than above)	
Volume (in gallons)	
Varietal & Percentage	/ _____ %
Varietal & Percentage	/ _____ %
Varietal & Percentage	/ _____ %
Varietal & Percentage	/ _____ %
Varietal & Percentage	/ _____ %
Varietal & Percentage	/ _____ %
Varietal & Percentage	/ _____ %
Varietal & Percentage	/ _____ %
Varietal & Percentage	/ _____ %
Varietal & Percentage	/ _____ %
Indicate if this submission will be part of a blend following certification and of which blend listed on page 17	
Planting Density (High / Medium / Traditional)	
Grove Location (City)	
Harvest Date (MM/DD/YY)	
Milling Facility	
Mill Date (MM/DD/YY)	
Dry-farmed or Experienced Irrigation Deficit	
Racked (Yes or No)	
Filtered (Yes or No)	
Type of Storage Container	