



## California Olive Oil Council

### Seal Certification Kit - Harvest 2019

Dear Members,

The California Olive Oil Council continues its focus on the promotion of California certified extra virgin olive oil. After a challenging year with a drop in production of over 50% for the 2018 harvest, the effort to bring further acknowledgement to the California industry and the COOC Seal has never been more critical going into the new harvest.

Continuing our initiatives in our largest campaign to date, the Why California Campaign strives to educate consumers and buyers of what the benefits and reasons to purchase 100% California extra virgin olive oil and help them navigate the market by seeking products that bear the COOC Seal of quality. All members are strongly encouraged to use the Seal on their packaging.

To ensure alignment of the COOC and its members with the promotion of high-quality, 100% California grown and produced olive oil, the following changes have been made to the Seal Certification Program:

- Moisture and Volatiles are now a requirement as part of the chemical analysis for **all** tier levels. This is an important change to ensure the COOC is certifying retail-ready extra virgin olive oil that will have a lasting shelf life, under optimal storage conditions (see Attachment B). After contacting our COOC Approved Labs, we believe that this vital test is within reasonable costs to our members and ensures that the oil going to market has been separated from spoiling factors caused by excess of water and sediment.
- The Generic Seal Program will be the COOC's principal symbol for quality California olive oil and we have adjusted the requirements so that all members are eligible to use either the Generic Seal Program or the Harvest Seal Program (see Attachment A). Additionally, the Generic Seal will now be available in a sticker format starting November 1, 2019.
- 2019 Harvest Seal stickers will be available for purchase by rolls of 250, 500 or 1,000 stickers per roll.
- The COOC Seal, whether Generic or Harvest, is valid for eighteen months post-harvest unless the COOC is provided with technical data as outlined in Table 1 for producers >5,000 gallons, including a sensory evaluation.
- To avoid confusion, for those who purchase COOC certified extra virgin olive oil and put it under a private label, we have eliminated the term "Repacker" from our vocabulary when identifying these companies amongst our members. Those who purchase a producer's oil and label it under their own brand will from now on be recognized as "Private Label Entities".
  - Producer Certification documents (Attachment E) and Private Label Entity documents (Attachment F) are both incorporated into this kit but, only the materials in the corresponding checklists should be submitted.

When submitting your oil(s) for certification, please review all materials in the appropriate check lists and ensure that no information has been void from the forms, as incomplete kits can cause for delay of getting oils certified.

**Submit All Materials to California Olive Oil Council, 801 Camelia Street, Suite D, Berkeley, CA 94710**

The Staff and Board of Directors thank you for your continued support!

The California Olive Oil Council



CALIFORNIA OLIVE OIL COUNCIL  
*Seal Certification Kit*  
 2019 Harvest

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\* This page is required in the submission for certification

\*\* This page is required in the submission for certification if you are a Producer

\*\*\* This page is required in the submission for certification if you are a Private Label Entity

## Program Overview

### Purpose of the Program

There are three related purposes of the COOC Seal 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 Process

To gain certification, one must complete a chemical analysis and a sensory evaluation. Once all paperwork has been submitted and an oil has met both the chemical and organoleptic criteria outlined<sup>1</sup>, the producer qualifies for use of the COOC Seal of Certification. 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 defined<sup>2</sup>. A copy of the report is required with the submission of this kit.

#### **Sensory Analysis:**

- *Micro-producers and Producers < 5,000 gallons:* 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<sup>3</sup> 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 **November 1, 2019 through March 31, 2020**. To achieve certification of your oil, please refer to the checklist on pg. 17\*\*/21\*\*\* for all 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 31<sup>st</sup> are subject to late fee charges. No oils will be accepted after May 1<sup>st</sup>. A certification is valid only for the specific oil submitted for evaluation, unless it is a blend composed entirely of certified lots. Seal Certification is a mandatory program and all producers must submit their oils for certification annually; failure to submit your oils annually will jeopardize membership. No Seal Certifications will be done from May through October. New members who join after May 1<sup>st</sup> will qualify for the Seal Certification Program for the next harvest.

### The Sensory Panel

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 subjectivity<sup>4</sup>. 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 (Eight per year).

### Results

Subject to time of submission for the Program, it can take up to five 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 three 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. For any oil that is evaluated as not meeting the COOC Standards for the extra virgin

<sup>1</sup> Attachment B: Exhibit A (pg. 12)

<sup>2</sup> Attachment B: Exhibit A (pg. 12)

<sup>3</sup> Panel must be IOC & AOCS recognized

<sup>4</sup> CDFG Grade and Labeling Standards for Olive Oil, Refined-Olive Oil and Olive-Pomace Oil, Section 9

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. If results do not meet the Standard for extra virgin grading, members may contact the COOC to have the oil reassessed of which the COOC will conduct a secondary evaluation. No more than 30 days may elapse from the time of the notification and the second evaluation.

### **ELIGIBILITY and RIGHTS OF USAGE**

The Certification Program and membership is open to all producers in the California olive oil industry, including producers and those entities with private labels. 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 written approval by 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 designated 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 past, current and future 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 Seal 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 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.

## Overview

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.

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 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.

Company: \_\_\_\_\_

Certification. Licensee has submitted to the COOC, samples of an olive oil having the characteristics set forth in the Olive Oil Submission/Register Form ("Submission Form") attached hereto as Attachment E/F 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 as complying 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 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 lot<sup>5</sup> 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 blended with the Approved Olive Oil, is excluded. Neither the Mark nor the term extra virgin may be associated with a flavored or mixed oil blend(s), other than listed 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 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) 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.

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<sup>5</sup> Attachment C (pg. 15)

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 on Page 17\*\*/21\*\*\*.
- a) Licensee agrees to abide by said Fee and shall affix the stickers bearing the Marks to and use 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 will the License Agreement and the right to use the Intellectual Property be more than eighteen months from the harvest of the Approved Olive Oil<sup>6</sup>. 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, 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:
- 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,

<sup>6</sup> Attachment B: Exhibit C (pg.13)

**COOC Certification Mark and Intellectual Property License Agreement**

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.
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 members 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 Fresh Membership Mark



Seal of Certification Marks



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

**Any manipulation of Intellectual Property or file types of the Marks for use on Licensee labels or marketing collateral is a violation to this agreement\***

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

Labels submitted should be for **ALL** 2019 Harvest product. In the case in which 2019 Harvest labels are not finalized, a current draft may be reviewed with intended changes noted. One label per product intended for licensing of COOC Seal must be provided. All lots for certification as specified in the Submission Application (Attachment E/F) should correlate to the labels provided. 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/F and the requirement is waived.

**ATTACHMENT A**

**COOC Intellectual Property Subject to License**

The COOC is unwavering in the promotion of California certified extra virgin olive oil. After a challenging year in 2018, the effort to bring further acknowledgement to the California industry and the COOC Seal has never been more critical. With the purpose of bringing uniform recognition amongst the multitude of sales platforms, the Generic Seal Program will be the COOC’s principal symbol for quality California olive oil. We emphasize our encouragement of all members to use the Generic Seal, with preferable placement on the front of all COOC certified extra virgin olive oils. The Generic Seal will now be available in the green and yellow color scheme sticker for those who do not intend to imbed it in their label. Members who apply to use the Generic Seal Program will be required to provide proof in their packaging that the harvest month and year are present. Alternate to building space into packaging for the harvest date, members are eligible to use the Harvest Seal Program of which, the year is indicated on the Seal and will act as proof of harvest year. The COOC will have a limited supply of the Harvest Seal in sticker format and once the reserve is depleted, requesting members will have to conform to the Generic Seal Program requirements or use the digital artwork of the Harvest Seal.

Licensee may choose to either:

- Purchase rolls of printed Seals containing either 250, 500 or 1,000 stickers. Seal stickers are available in the green and yellow color scheme only.
  - Rolls of 250 stickers have a fee of \$25.00/roll
  - Rolls of 500 stickers have a fee of \$50.00/roll
  - Rolls of 1,000 stickers have a fee of \$80.00/roll
  - A shipping and handling fee will be applied at a per order rate of \$8.00/order
- Incorporate the digital Seal artwork into the label. There is no fee to embed the Seal. Seal artwork is available in four color options for members to choose from:
  - There should be no deviation from the four-color options



|     | Green & Yellow Seal       | Green & White Seal     | Black & White Seal               | Grey Scale Seal                 |
|-----|---------------------------|------------------------|----------------------------------|---------------------------------|
| PMS | Green: 343<br>Yellow: 127 | Green: 343<br>Black: 0 | Black: 100%<br>White: (Black) 0% | Black: 100%<br>Grey: (Black)15% |

**Attachments of Reference**

**ATTACHMENT A**

**AUTHORIZATION AGREEMENT FOR USE OF THE SEAL**

\*\* Refer to Submission Form(s) on page 17 for the fee structure (For stickers only; there is no fee for imbedding the Seal in labels)

Please indicate if you are a producer or a private label entity:

- Producer  Private Label Entity

Please indicate if you will be participating in the Generic or Harvest Seal Program

- Generic Seal Program  Harvest Seal Program

Will you be applying for the digital artwork or Seal stickers?

- Digital artwork  Seal stickers

If you selected to use the digital artwork, what color scheme will you use?<sup>7</sup>

- Green & Yellow  Green & White  
 Black & White  Grey Scale

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

- 1) The licensee has provided a final copy of their label(s) with clear indication of the harvest date containing month and year in a consumer-friendly format (i.e. November 2019 or 11/2019). Due to readability issues and fading, laser etching must be pre-approved by the COOC to ensure clarity. **Please initial** \_\_\_\_\_
- 2) The licensee acknowledges that they must apply for use of the Generic Seal annually, in line with the Seal Certification Program. **Please initial** \_\_\_\_\_
- 3) The user agrees to withdraw products should at any time the oil(s) not pass the criteria for extra virgin certification<sup>8</sup>. 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.
- 4) The COOC Seal, whether Generic or Harvest, is valid for eighteen months post-harvest unless the COOC is provided with technical data as outlined in Table 1 for producers >5,000 gallons, including a sensory evaluation.
- 5) If purchasing Seal stickers from the Generic Seal Program, the licensee will only be able to purchase rolls of 1,000 stickers as these will be available for use on future harvest given the member remains in compliance of membership and complete the annual requirements outlined in the active Seal Certification Program.

Sign and return this page:

Signature: \_\_\_\_\_

Print Name: \_\_\_\_\_

Company: \_\_\_\_\_ Date: \_\_\_\_\_

<sup>7</sup> See Table 2 for panettone requirements (pg. 10)

<sup>8</sup> Table 1 (pg. 12)

**ATTACHMENT B**

**Standards & Requirements 2019-2020**

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 oils by the deadline will result in non-compliance 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 O<sub>2</sub>/kg or less, and ultra violet absorbency for extra virgin olive oil<sup>9</sup>; see UVA standards.<sup>10</sup> (Please note that the COOC chemical values and other requirements may change prior to November 1<sup>st</sup> of each year in advance of the certification program year. Members will receive a 30-day notice of any changes.)
- 3) The oil must be organoleptically evaluated by the California Olive Oil Council Sensory Panel or approved panel<sup>11</sup> and found to be free of defects.

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

\*Should state or federal requirements change after November 1<sup>st</sup>, these requirements may supersede the COOC\*

**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) If use of “California” in any phrase such as company name, brand name, or other word or group of words, or images that identify California on the label of any oil sold by the member, then 100% of the fruit to produce the oil must come solely from the state of California.
- (2) 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.

<sup>9</sup> CDFA Grade and Labeling Standards for Olive Oil, Refined-Olive Oil and Olive Pomace, Section 6

<sup>10</sup> 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.

<sup>11</sup> Panel must be IOC & AOCS recognized

## Attachments of Reference

- (3) 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 other word or group of words except for address or legal information, is in conflict with (1), (3i) and/or (3ii), then the actual location or locations in which the olives were grown must be specified on the front facing label, 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.
- (4) Time of Harvest: 100% of the olives used to make the oil must have been harvested during the time period made reference to. Because the bulk of the harvest typically takes place October to December, the COOC seal certification year refers to the harvest year; for example, the 2019-2020 harvest season is deemed to be the 2019 certification year. (i) It is not permitted for product consisting of Approved Olive Oils from numerous harvests to bear the COOC Seal of Certification.
- (5) 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.
- (6) 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.
- (7) 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.
- (8) Descriptors: (i) Ambiguous or misleading descriptor words or phrases regarding region, state or provenance are prohibited. (ii) Use of promotional vocabulary that makes reference to production from a specific region, state or provenance that does not represent 100% of the production process including but not limited to, growing, milling, and bottling, coming from that specific region, state or provenance is prohibited.
- (9) Should the member be marketing and/or selling olive oil(s) that do not abide by extra virgin standards, the COOC may not be referenced, nor shall the product be marketed or sold as being extra virgin<sup>12</sup>.
- (10) Members marketing and selling olive oils must submit all labels for approval by the COOC prior to distribution into the market. (i) Flavored oil labels and mixed oil blends, though excluded from the Seal Certification Program, will be reviewed for compliance and should only make reference to the phrase extra virgin in the Ingredient List<sup>13</sup>. Labeling practices should coincide with the FDA Food Labeling Guide<sup>14</sup>.

### EXHIBIT C: Harvest & 'Best If Used By' Dates

- 1) The COOC requires the use of harvest date either in the form of the COOC Harvest Mark (of which harvest year is embedded) or if using the Generic Mark, harvest month and year must be clearly indicated on packaging<sup>15</sup>.
- 2) 'Best If Used By' dates are not a requirement of the COOC; however, if such is indicated, the date denoted must not exceed 18 months post-harvest.
  - a) Any variance in the above noted recording must be supported by technical evidence outlined in Table 1 under "Producers > 5,000 gallons"
    - i) Use of the COOC Seal of Certification may not exceed 18 months post-harvest without support of the technical evidence outlined in Table 1 under "Producers > 5,000 gallons"
  - b) The COOC reserves the right to sample oils that exceed 18 months post-harvest to ensure quality.

### EXHIBIT D: Trademark and Artwork

- 1) The California Olive Oil Council holds registered ownership of The California Olive Oil Council Certification Marks. Upon full completion of the Certification Mark and Intellectual Property License Agreement, permission to use the COOC Certification Mark<sup>16</sup> 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

<sup>12</sup> Attachment D (pg. 16)

<sup>13</sup> Attachment C (pg. 15)

<sup>14</sup> <https://www.fda.gov/media/81606/download> (pg. 17 of Food Labeling Guide)

<sup>15</sup> Attachment A (pgs. 9-11)

<sup>16</sup> United States Patent & Trademark Office - Registration Number: 4674159

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.

\*Variance in size smaller than 7/8" in diameter is subject for review and approval by the COOC upon submission of a retail ready label

**EXHIBIT E: Filtering, Racking and Storage**

- 1) In order to preserve the highest quality of your olive oil(s), The COOC encourages 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 and oxidation, which may also result in a short shelf life.
  - a. All members must include testing for moisture and volatiles of their oil(s) and meet the standard as indicated in Table 1 to submit for organoleptic evaluation. This requirement ensures that the oil coming to the COOC for certification is retail ready. Removal of water and sediment are imperative to the longevity of an olive oil, and prevent compromising the oil's shelf life<sup>17</sup>
- 2) Storage of fruit (during harvest and prior to milling) and oil should be in cool, dark spaces, away from light, air and heat, otherwise one risks the increased chance of oxidation. Storage of unracked and/or unfiltered oil over extended periods of time can also contribute to degradation that shorten an oil's shelf life. Storage vessels should be faultlessly clean prior to use and meet food grade requirements. The COOC encourages that members refrain from the use of plastic drums or bags, for these practices are vulnerable to leeching, seepage and breakage.

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<sup>17</sup> Under optimal storage conditions outlined in Exhibit E-2

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

- Uniform characteristics could include but, not limited to:
  - Containers - drums, tank, tote
  - Varietal - Arbequina, Picual, Coratina
  - Date of harvest (within the same harvest year) - October 9 / 10 / 12, 2019
  - 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 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.

Example of benefits to utilizing lots

- 1) COOC feedback assists in determining characteristics for blending purposes.
  - a. 3 Varietals - 3 Lots: A producer has for sale, a blend of three varieties; however, 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 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 varieties on one grove and two of the five also on a second grove, intends on blending the like varieties 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 their olive oil. It also allows greater flexibility to the producer with either blending the lots or maintaining a single varietal product. Any custom blends produced from the individually certified varieties 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 varieties 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. 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 varieties. 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 varieties. 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.

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 90-120 days and therefore may not bear the Certification Marks.

Flavored Oils: may never be marked or sold as extra virgin olive oil. Standards<sup>18</sup> 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 nor 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 other than olives, 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.

Mixed Oil Blends: For the purpose of this program, **blend(s/ed)** will refer to the combining of oils solely comprised from olives. **Mixed** blend(s) will refer to the combining of oils composed from multiple fruit origins.

If you mix your extra virgin olive oil with another oil you must label and promote it as such. The label must clearly state the contents and proportions with promotions so that neither the consumer nor retailer is misled. The COOC Seal may never be used on mixed oil blends, even if they contain an Approved Olive Oil.

If Approved Olive Oils from previous harvest are used to produce mixed oil blends, extra virgin olive oil may only be listed as an ingredient and only if the olive oil is less than eighteen months after harvest

Examples of mixed oil blends:

- If a product displays the nomenclature reflecting the result of a mix 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 mix must be clearly stated under the ingredients as 50-50.

<sup>18</sup> State Senator Wiggins Bill 634

**Submission Form for Seal Certification 2019**

**ATTACHMENT E**

**PRODUCER Submission Checklist**

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

Company Name \_\_\_\_\_

- Certification Mark and Intellectual Property License Agreement** *one per producer (pgs. 6 – 8)*
- Authorization Agreement for Use of the Seal (Attachment A)** *one per producer (pg. 11)*
- Producer Index** *one per producer (pgs. 18-19)*
- Producer Olive Oil Submission Form** *one per oil submitted for certification (pg. 20)*
- 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<sup>19</sup>*
- 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/varietal information and meets bottling requirements. Producers >5,000 gal. (Tier 4-6): Alternatively, a record of sensory analysis from an IOC and AOCS recognized sensory panel; Applied Sensory (Required: Detailed Sensory Evaluation Report).*
- 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(s)   | \$80.00/oil  |          |       |
| Large Producer (>100 gallons) First Submission                                  | \$225.00     |          |       |
| Large Producer Additional Submission(s)   | \$150.00/oil |          |       |
| 'Authorization to Use' (Tier 4-6 with submission of record of sensory analysis) | \$75.00/oil  |          |       |
| Retasting Fee   | \$100.00/oil |          |       |
| Late Fee (Submissions April 1 – 30, 2020)                                       | \$250.00/oil |          |       |
| Seal Stickers – 1,000 count   | \$80.00/roll |          |       |
| Seal Stickers – 500 count (Harvest Seal only)                                   | \$50.00/roll |          |       |
| Seal Stickers – 250 count (Harvest Seal only)                                   | \$25.00/roll |          |       |
| Seal Stickers Shipping  | \$8.00/order |          |       |
| <b>Total</b>  |              |          |       |

Name on Card: \_\_\_\_\_

Business Name on Card (if applicable): \_\_\_\_\_

CC# \_\_\_\_\_ Exp Date: \_\_\_\_\_ CVV: \_\_\_\_\_

Billing Address: \_\_\_\_\_

Signature: \_\_\_\_\_

<sup>19</sup> <https://www.cooc.com/industry-resources/approved-labs/>

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 for 2019 Harvest (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 and will be housed in a box of suitable non-exposed vessel. Oils will not be assessed if received otherwise. **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 acknowledge that once submissions are made to the COOC, an alternative assessment may not be used to supersede the COOC Sensory Panel’s results. If results do not meet the Standard for extra virgin grading, members may contact the COOC to have the oil reassessed of which the COOC will conduct a secondary evaluation.

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, I am instead submitting records of the oil’s organoleptic assessment by an approved panel in adherence to the Standards as defined in Attachment B: IOC and AOCs recognized; Applied Sensory (Required: Detailed Sensory Evaluation Report)

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 Standards<sup>20</sup> covering 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: \_\_\_\_\_

<sup>20</sup> Attachment B (pgs. 12-14)

**Submission Form for Seal Certification 2019**

**ATTACHMENT E  
PRODUCER Index**

List all (anticipated) market ready oil(s) below as intended for sale and as should be reflected on COOC materials, including the COOC website. This should reflect your list of extra virgin olive 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 original 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 outlined in the Producer Olive Oil Submission Form (page 20). If in the case that after certification results have been delivered to the member, adjustments to the oils in the below list or the composition of the oil(s) are made, it is the responsibility of the member to provide the COOC revised documentation. The COOC will conduct its marketing efforts of its member’s Approved Olive Oils based on the most current documents on file. **\*\*Labels should be provided for each of the listed oils on this page\*\***

|    | <b>Name (as sold under)</b> | <b>Bulk / Retail / Both</b> | <b>Organic Certified (Yes or No)</b> | <b>Kosher Certified (Yes or No)</b> |
|----|-----------------------------|-----------------------------|--------------------------------------|-------------------------------------|
| 1  |                             |                             |                                      |                                     |
| 2  |                             |                             |                                      |                                     |
| 3  |                             |                             |                                      |                                     |
| 4  |                             |                             |                                      |                                     |
| 5  |                             |                             |                                      |                                     |
| 6  |                             |                             |                                      |                                     |
| 7  |                             |                             |                                      |                                     |
| 8  |                             |                             |                                      |                                     |
| 9  |                             |                             |                                      |                                     |
| 10 |                             |                             |                                      |                                     |

**Submission Form for Seal Certification 2019**

**ATTACHMENT E**

**PRODUCER Olive Oil Submission Form**

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

|   |  |
|---|--|
| <b>Oil Name / Lot Code</b>  |  |
| <b>Name Intended for Label</b> (if different than Oil Name / Lot Name)  |  |
| <b>Volume</b> (in gallons)  |  |
| <b>Varietal &amp; Percentage</b>  | / ____%  |
| <b>Will a percentage of this oil be used for a blend(s)? If yes, what blend(s) and what percentage of the blend(s) will be comprised of this oil?</b> |  |
| <b>Grove Location</b> (City)  |  |
| <b>Harvest Date</b> (MM/DD/YY)  |  |
| <b>Milling Facility</b>   |  |
| <b>Mill Date</b> (MM/DD/YY)   |  |
| <b>Dry-farmed or Experienced Irrigation Deficit</b>   |  |
| <b>Filtered</b> (Yes or No)   |  |
| <b>Racking</b>  | Start Date: ____/____/____ End Date: ____/____/____<br># of cycles: _____ Intervals of cycles: _____ |
| <b>Type of Storage Container</b> (stainless steel, food service plastic drum, fustino, market ready vessels, etc.)                                    |  |

**ATTACHMENT F**

**PRIVATE LABEL ENTITY Submission Checklist**

COOC Members not producing their own olive oil and purchasing a certified olive oil from an active COOC member will submit **Attachment F** in replacement of Attachment E (for members producing their own olive oil).

**\*\*If you are purchasing oil from a producer that is not a COOC member, you must submit the oil for certification and complete the steps as outlined in Attachment E.\*\***

**Please include this form as a cover sheet with your submission.**

- Certification Mark and Intellectual Property License Agreement** *one per entity (pg. 7-10)*
- Authorization Agreement for Use of the Seal (Attachment A)** *one per producer (pg. 11)*
- Private Label Entity Index** *one per entity (pg. 21-22)*
- Private Label Entity Olive Oil Register Form** *one per oil purchased (pg. 23)*
- Hard Copy or Digital Copy of Product Label(s)** *one per oil indicated in Private Label Entity Index*
- Copy of Extra Virgin Certificate from Producer** *one per oil purchased*
- Payment** *There is an 'Authorization to Use' fee of \$75.00 fee per oil Private Label Entities*

|   | Fee          | Quantity | Total |
|---|--------------|----------|-------|
| 'Authorization to Use' (Tier 4-6 with submission of record of sensory analysis) | \$75.00/oil  |          |       |
| Seal Stickers – 1,000 count (Generic or Harvest)                                | \$80.00/roll |          |       |
| Seal Stickers – 500 count (Harvest only)  | \$50.00/roll |          |       |
| Seal Stickers – 250 count (Harvest only)  | \$25.00/roll |          |       |
| Seal Stickers Shipping  | \$8.00/order |          |       |
| <b>Total</b>  |              |          |       |

Name on Card: \_\_\_\_\_

Business Name on Card (if applicable): \_\_\_\_\_

CC# \_\_\_\_\_ Exp Date: \_\_\_\_\_ CVV: \_\_\_\_\_

Billing Address: \_\_\_\_\_

Signature: \_\_\_\_\_

**PRIVATE LABEL ENTITY Index**

**\*\*Please ensure that all information is accurately completed; omissions will delay approval to use COOC Marks\*\***

Company Name: \_\_\_\_\_

Primary Contact: \_\_\_\_\_

Phone Number: \_\_\_\_\_ Email: \_\_\_\_\_

Website: \_\_\_\_\_

Total Volume Purchased for 2019 Harvest (in gallons): \_\_\_\_\_

**Submission Form for Seal Certification 2019**

I acknowledge that I have read and understood the Certification Mark and Intellectual Property License Agreement, including the California Olive Oil Council Standards<sup>21</sup> 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: \_\_\_\_\_

List all oil(s) below as intended for sale on the market and as should be reflected on COOC materials, including the COOC website. This should reflect your list of extra virgin olive oils available for purchase. If you purchase different lots and intend on a developing your own blends with a percentage of said lots, the blend(s) should be in the listing below along with the original lots (if the original lot is also being sold as purchased); i.e. You purchase an Arbequina and Picual with a percentage of each being blended into your Proprietor’s Blend”, below will display “Arbequina”, “Picual”, and “Proprietor’s Blend”. Subsequently, if the Arbequina and Picual are blended with the entirety of each for your Proprietor’s Blend, below will only list “Proprietor’s Blend”. Oils purchased already as a blend should be listed as such, with details expressed in the Private Label Entity Olive Oil Register Form (page 23). If in the case that the oils in the below list or the composition of the oil(s) are adjusted for 2019 harvest listing, it is the responsibility of the member to provide the COOC revised documentation. The COOC will conduct its marketing efforts of its member’s Approved Olive Oils based on the most current documents on file. \*\*Labels should be provided for each of the listed oils below\*\*

|    | <b>Name (as sold under)</b> | <b>Original Purchase or Self Blend?</b> | <b>Organic Certified (Yes or No)</b> | <b>Kosher Certified (Yes or No)</b> |
|----|-----------------------------|---|--------------------------------------|-------------------------------------|
| 1  |                             |   |                                      |                                     |
| 2  |                             |   |                                      |                                     |
| 3  |                             |   |                                      |                                     |
| 4  |                             |   |                                      |                                     |
| 5  |                             |   |                                      |                                     |
| 6  |                             |   |                                      |                                     |
| 7  |                             |   |                                      |                                     |
| 8  |                             |   |                                      |                                     |
| 9  |                             |   |                                      |                                     |
| 10 |                             |   |                                      |                                     |

<sup>21</sup> Attachment B (pgs. 12-14)

**ATTACHMENT F**

**PRIVATE LABEL ENTITY Olive Oil Register Form**

**\*\*Submit 1 Private Label Entity Olive Oil Register Form per oil purchased\*\***

|   |                      |  |
|---|----------------------|--|
| <b>Producer Purchased From</b>  |                      |  |
| <b>Original Oil Name / Lot Code</b>   |                      |  |
| <b>Name Intended for Label (if different than above)</b>  |                      |  |
| <b>Volume Purchased (in gallons)</b>  |                      |  |
| <b>Varietal &amp; Percentage</b>  | / _____ %            |  |
| <b>Varietal &amp; Percentage</b>  | / _____ %            |  |
| <b>Varietal &amp; Percentage</b>  | / _____ %            |  |
| <b>Varietal &amp; Percentage</b>  | / _____ %            |  |
| <b>Varietal &amp; Percentage</b>  | / _____ %            |  |
| <b>Varietal &amp; Percentage</b>  | / _____ %            |  |
| <b>Varietal &amp; Percentage</b>  | / _____ %            |  |
| <b>Varietal &amp; Percentage</b>  | / _____ %            |  |
| <b>Will a percentage of this oil be used for a blend(s)? If yes, what blend(s) and what percentage of the blend(s) will be comprised of this oil?</b> |                      |  |
| <b>Harvest Date (MM/DD/YY)</b>  |                      |  |
| <b><u>Processing, Packer and Storage Entity Information</u></b>   |                      |  |
| <b>Processing Entity</b>  | <b>Packer Entity</b> | <b>Storage Entity (i.e. Warehouse or Retail Store)</b> |
| <b>Entity Name:</b>   | <b>Entity Name:</b>  | <b>Entity Name:</b>                                    |
| <b>Address:</b>   | <b>Address:</b>      | <b>Address:</b>  |
| <b>Phone Number:</b>  | <b>Phone Number:</b> | <b>Phone Number:</b>                                   |