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TERMS OF USE OF GIF ESG RATING SCHEME MARKS, CLAIM, AND LABEL

1 General

This Regulation describes the rules for correct use of the Programme Marks:

- a) The GIF ESG Rating scheme mark (hereinafter "Programme Mark)
- b) The GIF Approved Validation Bodies Mark (hereinafter "GIF AVB mark)
- c) the "GIF Responsible Organization" validated claim (hereinafter "the Claim")
- d) the "GIF Responsible Organization" mark (hereinafter "GIF Validation Mark")
- e) the "GIF Ethical Label (hereinafter "GIF Label")

licensed within the Get It Fair ESG Rating Scheme (here in after "the Programme")

The Approved Validation Body (AVB) and the Client are aware that the Programme aims to evaluate the exposure level to non-financial risks of an Organization against the GIF Framework and to grant the **"GIF Responsible Organization"** ethical claim of responsibility for sustainable development validation (according to ISO/TS 17033, ISO 17029 and UNI/Pdr 102:2021) based on a reasonable quantitative evaluation (scoring) of the exposure level to risks of actual or potential events that can result into future adverse impacts on the organization and its Stakeholders related to the following non-financial (or ESG) issues:

- Governance and Social Responsibility management system
- Social (Human Rights and Labour Practices)
- Health and Safety (Safety risks and welfare)
- Environment (Pollution, Resource Consumption, GHG emissions, protection of the environment)
- Business Ethics (Fair operating practices, Consumer issues)

The Programme related Marks, the Programme Claim and the Programme Label are strictly related to the ethical characteristics of an organization (more specifically the assessed unit) and do not directly or indirectly refer to any product, service, process characteristics, technical features, functions or the product/service way of use.

The Programme Marks are protected marks owned by the ICMQ Certification India (Scheme Owner). The Programme is managed by the Programme Operator (PO). The Due Diligence process and the validation activities are managed by Approved Validation Bodies (AVB).

The "Mark" is also commonly known as a "Logo", however for the sake of aligning it with the international requirements the same will henceforth be referred to as the "Mark".

The Client accepts to comply with:

- a) the Regulation of the Programme
- b) the provisions of this Regulation

2 Scope


This contract specifies the terms and condition for using the Mark and the Label within the Programme.

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3 The Programme Marks

3.1 Get It Fair Programme Mark

The Programme Mark is the graphic identification representing the GIF ESG Rating scheme.



3.2 The AVB Mark

This section applies to AVBs (Approved Validation Body).

The AVB Mark is the graphic identification attesting that a Validation Body has positively completed the approval process against the Validation Bodies criteria for approval.



The Mark consists of the following information represented in the below layout:

- a) The GIF Approved Validation Body mark
- b) The serial number granted by the Programme Owner to the AVB

The AVB (Approved Validation Body) is permitted to use the GIF AVB Mark exclusively in association with its activities related to the Programme.

The original files of the GIF AVB Mark are prepared and delivered by the Programme Operator to the AVB in the following formats:


- .eps
- .jpg
- .pdf

and must be considered as unique and entire.

3.3 Get It Fair Validation Mark

Organizations that have been assessed and validated under the Programme by the AVB, are eligible to use GIF Validation Mark and the validated claim "GIF Responsible Organization".

The Validation Mark is the graphic identification attesting that the applicant Unit has positively completed the assessment against the Get It Fair framework and the subsequent periodical verifications. The Validation Mark is granted to by an AVB to Organizations. It means that the assessed Organization's exposure level to non-financial risks, upon completion of the Due Diligence

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process, has been evaluated at least “Adequate” against the GIF Framework (fundamentals, criteria and metric) under the scheme.

The Mark consists of the following information represented in the below layout:

- c) The statement “Produced in [country name] by a Unit assessed:”
- d) The GIF Responsible Organization mark
- e) The serial number granted by the Programme Owner to the assessed unit.



The Client is permitted to use the Mark and the Label EXCLUSIVELY in association with products realized by the Assessed Unit.

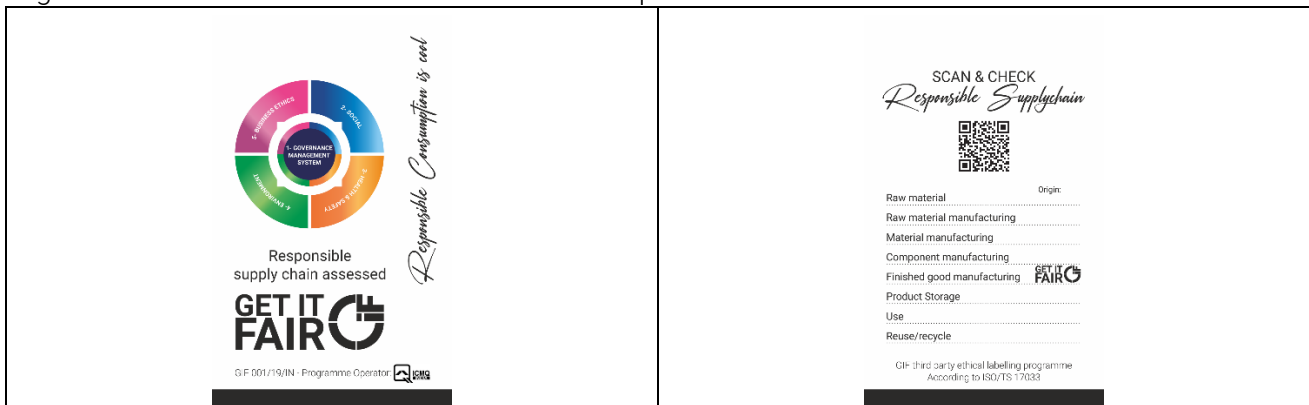
The original files of the Mark and the Label are delivered by the Programme Owner in the following formats:

- .eps
- .jpg
- .pdf

and must be considered as unique and entire. The partial reproduction of the Mark and Label is forbidden.


3.4 Get It Fair Ethical Label

The Label is granted to attest that the applicant Unit has positively completed the assessment against the Get It Fair framework and the subsequent surveillance assessments.



The GIF Ethical Label is designed according to the standard ISO/TS 17033 “Ethical Claim and Label”.

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4 Use of the Programme Marks

4.1 General Conditions

The Validation Body and the Client accept to comply with the Programme Regulation as applicable presently and as amended from time to time by the Programme Operator during the entire validity period of the Get It Fair approval (for AVBs) or Claim Validation (awarded to the Client).

Any use of the Claim, Marks and Label not expressly indicated in this Regulation must be authorized by the Programme Operator in written.

The Programme Marks delivered by the Programme Operator must be reproduced:

- a) In its true dimension and proportion (including photographic reduction or enlargement)
- b) In its original colours (different combination of the colour scheme shall not be used)

The partial reproduction of the Programme Marks is forbidden.

The size, proportion and colours of the Programme Marks and Label cannot be modified.

The Programme Marks cannot be edited in any way without written permission from the Programme Operator.

The colours of the Programme Marks and the Label are specified by the Programme Operator.

4.2 Use of the AVB Mark

The reproduction of the AVB Mark is permitted in accordance with the following provisions:

- a) for the validity period
- b) in the AVB WEB site
- c) in the AVB Validation Certificate
- d) in the AVB brochures or other printed materials
- e) in the AVB letterhead

4.3 Use of the Validation Mark

The Validation Mark may be used as any photographic reduction or enlargement. The colour scheme of the Marks shall be same as described below. Different combinations of the colour scheme are not permitted.

The Validated Organization shall sign a legally enforceable agreement with the AVB, on behalf of PO whereby it is allowed to use the Mark after agreeing to all the relevant conditions as described in this document.

The use and reproduction of the Validation Mark is permitted according to the following provisions:


- a) In compliance with these Rules for the Use of Mark
- b) without giving the impression that it covers products realized by non-validated units
- c) for the validity period
- d) In the client letterhead provided the letterhead refers only to the validated unit/s
- e) in the product packaging or in association with those products/services realized by the unit covered by the Validation scope
- f) In the Client's WEB site provided the unit/s covered by the Validation scope is/are identified
- g) in the Client's WEB site only in association with products realized by the Validated Unit

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- h) in brochures, instructions, manuals, catalogues, technical documents and bulletins, product literature, only in association with products realized by the validated unit
- i) on the main body of the product or its packaging upon condition that a traceability system ensures the association between the product's batch and the assessed client
- j) media marketing displayed at the point of sale or placed on e-commerce portals
- k) in materials, pamphlet, other similar stationery, media for exchange of any communication, for promoting the awareness of the Scheme.

The Validation Mark shall not be used:

- a) If the validity period is expired or the validation is revoked, suspended or withdrawn
- b) In the organization letterhead if not all its unit/s are covered by the Validation Claim scope
- c) in a manner to imply that a product/service/process realized by the assessed unit is validated
- d) In association with products realized by units not covered by the Validation the scope
- e) In the Client's WEB site without identifying the unit/s covered by the Validation scope
- f) In the Client's WEB site in association with products that are 100% realized by a unit included in the validation scope
- g) In any manner which can result into any misunderstanding and confusion with any mandatory marking or other voluntary product certification marks
- h) In association with other voluntary marking (e.g. Management System Certification)
- i) To attest the compliance with ISO 26000 (since the standard is not certifiable)
- j) In such a manner as to bring the PO and/or the AVB into any dispute
- k) In any material used for identifying products other than those within the Due Diligence scope
- l) In such a manner that gives the impression that other products not covered within the scope of the certificate are also covered within the scope of this Scheme
- m) In any misleading manner
- n) in any form upon revocation, suspension or withdrawal of validation. From the date the certificate stands suspended, cancelled, and withdrawn or discontinuation the decision comes into force and the Client is not authorized to use the Validation Mark. The PO and the AVB are authorized to take suitable actions in accordance with the relevant requirements of ISO 17029 and those specified in the documents "GIF Regulation" and "GIF AVB requirements for approval". Depending upon the extent of violation, the suitable actions may range from advice for corrective actions to withdrawal of validation especially in situations of repeated violations.

Use of any accreditation body mark is not permitted.

4.4 Get It Fair Mark and Ethical label and the supply chain


The Mark and the Label are created to link units along a supply chain and to add value to the Units assessed against the Get It Fair Framework.

If one or more suppliers of the Client apply and positively complete the Get It Fair Due Diligence their result can be mentioned in the Label.

If one or more Customers of the Client apply and positively complete the Get It Fair Due Diligence the id number will be reported in the label of products realized by its Customer.

The ethical label will be provided by the Scheme Owner.

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4.5 Public Disclosure

The Client agrees that its name, location and the scope of certification (unit and ID number) is included in the directory maintained and published in the Get It Fair WEB Site.

4.6 Disclaimer

The Mark and the Label do not exempt the Client from complying with any legal/regulatory obligations deriving from the products and services it supplies and its contractual obligations to its Clients.

The use of the Mark and Label by an entity does not imply the endorsement of the Programme Owner of such entity, its products, or services, or of its planned activities.

The Mark and the Label may not be reproduced for the purpose of self-promotion, or for obtaining any commercial or personal financial gain.

The Programme Owner is not, in any case responsible for any inadequacies or damage of any kind caused by the operations of the Customer or by its products and services.

4.7 Fee

The Client agrees to pay the Annual fee to the Programme Owner for the use of the Mark and Label.

5 Misuse of Mark and Label

The Mark cannot be used under the following conditions:

- a) the licence to use the mark is not granted yet
- b) the Validation body has modified the AVB Mark file received by the Programme Operator
- c) the Client has modified the Validation mark file received by the Validation Body
- d) the Validation has been suspended, withdrawn or revoked for any reason
- e) the Validation validity is expired
- f) the Client voluntarily withdraw the Validation
- g) the Mark is used or publicized outside the scope
- h) the contract between the Validation Body and the Programme Owner is expired
- i) the contract between the Client and the Validation Body is expired
- j) the Unit producing a product does not fall within the scope of certificate
- k) The Unit did not resolve critical risks identified during the assessment
- l) The Programme Operator has announced a modification to the rules of the Scheme and the Client has failed to comply with.
- m) The Validation Mark is disclosed in a manner that it can be interpreted either as Product Certification for products not included within the scope of the certificate or as Management System Certification
- n) The Mark is used in any marketing support (brochure, WEB site, visiting card, letterhead, etc.) and format (printed, digital, etc.) non directly associated to the Unit achieving the validation

6 Transfer of mark and label


The right to use the Programme Mark cannot be transferred to any legal entity without the Programme Operator prior written authorization.

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7 Monitoring of the Mark and Label use

The Programme Operator retains the right to verify the proper use of the Programme Marks and the GIF Label in compliance with these rules and any other applicable regulations.

The Validation Body and the Client accept to provide the Programme Operator with any documentation (catalogues, advertising materials, letterhead, etc.) in which the Mark and the Label is used for verification.

Unjustified refusal by either the Validation Body or the Client to provide the Programme Operator with such documentation will transfer the right to the same Programme Operator of withdrawing the use of the Mark and the Label and, if required, to make any legal action to protect the Mark and Label and to claim for penalties.

8 Changes

The Validation Body and the Client agree to inform the Programme Operator in writing of any significant changes in the applicant's name, ownership or location for which the applicant has obtained the right of using the Mark and the Label.

9 Breach of this regulation

The Programme Operator shall exercise proper control of ownership and shall take action to deal with incorrect references to the Mark and Label status or misleading use of documents and assessment reports related to the Mark and Label.

Such action could include requests for correction and corrective action, suspension, withdrawal of certification, publication of the transgression and, if necessary, legal action.

In the event of improper use of Mark and Label the Programme Operator retains the right of asking either the Validation Body or the Client to cease such practice and to suspend, withdraw or revoke the Mark and Label based on such misconduct.

The Validation Body and the Client are aware and accept that any breach of rules governing the use of the Programme Marks and Label laid down in this Regulation will grant the Programme Operator the right of charging a penalty of 20.000 (Twenty thousand) Euros and also claim a compensation for any additional damage caused by the improper use of its Marks.

10 Ceasing to use the ICMQ Mark

As stated in the Programme Regulation, in the event of suspension or withdrawal of the Mark and the Label, the Client undertakes to stop using the Mark immediately, by written confirmation in a registered letter, and to destroy all the remaining advertising and promotional material containing – in any form – the graphic representation and references to the Mark and Label.

The Client accepts to discontinue the use of the Mark and Label associated to the product in case:


- a) The certificate is suspended, withdrawn or cancelled. The discontinuation come into force from the date of such suspension, withdrawal or cancellation come into force.
- b) The Mark is observed to be used by an organization not in accordance with requirements specified in ISO 17033 and those specified in the contractual documents.
- c) the Validation Body or the Client does not pay the annual fee per product to the Programme Operator for the use of the Mark and the Label.

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11 Validity

This agreement is entered for a period of the validity of the approval (for AVBs) or Validation (for Clients) and shall be in force from the date of signing of this agreement.

12 Other requirements

All correspondence between the Programme Operator and the Client shall be in writing and shall be deemed to have been served/made when sent by courier/registered post or facsimile or email to the address of the applicant as mentioned on the company information sheet or any change as subsequently communicated to the Programme Operator by the Client in writing under Programme Operator acknowledgement

In case of any disputes/issues, the Client agrees to go through the Appeal procedure under the Programme and accepts its decision as final.

The Client agrees to indemnify the Programme Operator in case of any loss or liability incurred by the Programme Operator in connection with the Scheme or misuse of mark(s) by the Client.

Any dispute arising out of or relating to this agreement, including any question regarding its existence, validity, breach or termination, shall be referred to mediation under the Rules of Commercial Mediation of Milan Arbitration Chamber.

If a settlement is not reached within 60 days after service of a written Request for mediation, any unresolved dispute or claim arising out of or relating to this agreement (including any question regarding its existence, validity, breach or termination) shall be referred and finally settled under the Arbitration Rules of the Milan Arbitration Chamber, which Rules are deemed to be incorporated by reference into this clause.

The Validation Body and the Client shall nominate the legal representative or an authorized signatory for the agreement as the point of contact with the Programme Operator.

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