

**MALAYSIAN SUSTAINABLE PALM OIL
CERTIFICATION SCHEME**

MSPOLGP04

**1 October 2019
(Publication Date)**

**Issuance of MSPO Logo Usage License by MPOCC under the Malaysian
Sustainable Palm Oil (MSPO) Certification Scheme**



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1. Introduction

The Malaysian Sustainable Palm Oil (MSPO) Standards for oil palm management certification and supply chain certification comprise a set of requirements which represents the environmental, social and economic dimensions to be taken into account by entity owners, managers and organizations in managing the oil palm plantations in Malaysia and supply chain applicable to global market. It is intended to assist in facilitating and promoting access to both domestic and international markets in which there is demand for palm oil from certified oil palm planted areas.

Certification marks related to the MSPO Certification Scheme¹ can be fixed to a product to indicate that the product originated from an oil palm planted area certified to the requirements of the oil palm management standard and supply chain standard. The MSPO Logo is a registered Trade Mark in 4 different categories in colour variant or monochrome with the no. 2014000761, 2014000763 to 2014000769, under the ownership of Malaysian Palm Oil Certification Council (MPOCC). It is vital that the logo is used correctly in order to safeguard the integrity and credibility of the MSPO Certification Scheme.

This document is designed to provide the authoritative basis for MPOCC in managing the use of the MSPO Logo and to guide users on the use of the MSPO Logo.

2. Objective

The objective of this document is to set the rules for the use of the MSPO Logo and related claims under the MSPO Certification Scheme.

3. Scope of Document

This document establishes the rules and guidelines for the use of the MSPO Logo and related claims.

The scope is to specify the:

- Owner and governing body of the MSPO Logo (**Sections 5, 6 and 7**)
- Parties that can use the logo (**Section 8**)
- Type of claims that are to be, and can additionally be, included with the logo (**Section 8**)

¹ The MSPO Certification Scheme comprises the MS 2530:2013 for oil palm management certification and supply chain standards; accreditation programmes offered by Standards Malaysia for oil palm management certification and supply chain certification to accredited certification bodies who have as a component of their scope of accreditation, the capacity to offer certification to the standards.

- Type of on- and off-product communication that can be associated with the logo (**Section 8**)
- Submission of logo intended use form (**Appendix A**)
- Process for issuance of logo usage licenses and logo use rules (**Section 9**)

4. Logo Coverage

The MSPO Certification Scheme is a single-issue labelling scheme, the claims (see **Section 8.3**) of which only concern sustainable oil palm management. Sustainable oil palm management is the process of managing oil palm planted areas to achieve one or more clearly specified objectives of management with regard to the production of a continuous flow of desired palm oil products without undue reduction of its inherent values and future productivity, and without undue undesirable effects on the physical and social environment. Apart from fresh fruit bunches, palm oil and palm oil base products, and the MSPO Certification Scheme currently does not make any claims on other raw materials.

5. Ownership and Usage of the MSPO Logo

The MSPO Logo is copyright material and a Trade Mark TM registered by MPOCC. The use of MSPO Logo and related MSPO claims in Malaysia and globally is regulated and governed by MPOCC. Unauthorized use of this copyright material is prohibited and may lead to legal action.

6. Role of Scheme Owner

MPOCC is the company formed to manage the implementation of the MSPO Certification Scheme. This includes providing a contact point for queries and comments on the certification standards and promoting mutual recognition for the MSPO Scheme with compatible palm oil certification schemes.

Within its mandate to manage the implementation of the MSPO Certification Scheme, MPOCC as the scheme owner is responsible for issuing and controlling logo usage licenses to other parties (refer **Section 9.1.2**).

In issuing licenses, MPOCC is responsible for keeping an up-to-date register of:

- Oil palm management certificate holders
- Supply chain certificate holders
- All the on- and off-product Logo Users by user group

7. Role of Accredited Certification Body

The accredited certification body³ (ACB) which undertakes an assessment audit of an organization to an oil palm management or supply chain certification standard and grants an oil palm management or supply chain certificate is responsible for verification of the use of the MSPO Logo and related claims by the relevant Logo User. Verification audits are carried out by the ACB to ensure compliance with the use of the MSPO Logo and related claims.

ACBs are required to report unapproved and/or non-conforming uses against the requirements in this document of the MSPO Logo and its Trade Mark to MPOCC. MPOCC will evaluate the unapproved and/or non-conforming uses of the MSPO Logo to determine whether further action, including legal action, is required.

Upon its client organization who has undertaken to enter into a Logo Usage License Agreement with MPOCC, ACBs need to ensure the following:

- i. The Logo User make available the up-to-date agreement between Logo User and MPOCC to the ACBs during the audit for verification or as and when needed;
- ii. The Logo User comply with the use of the MSPO Logo and related claims;
- iii. Will examine the system by means of which the Logo User keeps records on how the logo is used and, in the case of products, the production volumes of products marked with the Logo; and
- iv. To include the unapproved and/or non-conforming uses against the requirements in this document of the MSPO Logo in the audit report / audit summary report.

8. Logo Usage

8.1 User Groups

There are four groups of Logo Users. These user groups comprise both certificate holders and non-certificate holders, which are as follows:

- Group A: Scheme Owner, i.e. MPOCC
- Group B: Oil Palm Management Certificate Holders who have been certified to MSPO Oil Palm Management standard
- Group C: Supply Chain Certificate Holders who have been certified to MSPO Supply Chain standard
- Group D: Other Groups, including accredited certification bodies

8.1.1 Group A - Scheme Owner

MPOCC, as the scheme owner for the MSPO Certification Scheme, is permitted to use the MSPO Logo for educational and other communication purposes. It is the only authority responsible for the issuance of licenses for the use of the MSPO Logo.

8.1.2 Group B – Oil Palm Management Certificate Holders

Group B comprises owners and managers of oil palm plantations including smallholdings who have a valid MSPO Oil Palm Management certificate. The oil palm management certificate shall be issued by an independent third-party accredited certification body (ACB) meeting the accreditation requirements of Standards Malaysia and shall state in the certificate, the conformance with the requirements of the MSPO Standard. The Logo User under this group are allowed to apply only for off-product logo usage.

8.1.3 Group C – Supply Chain Certificate Holders

Group C comprises Palm Oil Mills and Processing Facilities which process, manufacture, supply and/or export palm oil products as holders of the supply chain certificates. The supply chain certificate shall be issued by an independent third-party accredited certification body (ACB) meeting the accreditation requirements of Standards Malaysia. The certificate shall state, in the certification status, the conformance with the MSPO SupplyChain standard or subsequent versions of the standard. The Logo User under this group are allowed to apply on-product and off-product logo usage.

8.1.4 Group D - Other Groups

Group D comprises accredited certification bodies operating oil palm management certification or supply chain certification under the MSPO Certification Scheme, and other organizations and bodies that wish to promote or advertise the MSPO Certification Scheme for awareness, promotional and educational purposes within their relevant sector, and are permitted to do so by MPOCC. The Logo User under this groups are allowed to apply only for off-product logo usage.

8.1.5 Logo usage by parent company/HQ for any certified entities under company on their limitation, whereby the parent company/HQ can produce the materials for the subsidiaries however if there's any document related to the subsidiaries only, they need to have their own logo license.

8.2 Usage Alternatives

The MSPO Logo conveys information to consumers that the palm oil and palm oil base products used in the designated products come from sustainably managed oil palm planted areas, as defined within the MSPO Certification Scheme. The logo license registration process is set out under **Section 9.1**.

When the MSPO Logo is used, the following essential elements must be fulfilled:

- The MSPO Logo shall be reproduced according to the measurements, colors, trademark claims and other specifications detailed in the Logo Reproduction Tool Kit, which MPOCC makes available to the approved logo users.
- A logo license registration number provided by MPOCC as per **Appendix B** shall be included.

8.2.1 The logo can be used in two different ways:

i) On-product usage includes:

- Claim on the label (e.g. PET bottle, plastic packaging, boxes, drums)

ii) Off-product usage includes:

- Claim in the traceability documentation (e.g. invoice, packaging list and bill of lading)
- Claim in general documentation (e.g. company or product brochure)
- Claim in signage (e.g. at an organization's premises or at boundary of oil palm planted area)

The MSPO Logo can also be used in off-product applications to promote the usage of MSPO labelled products, or to increase the general awareness about the MPOCC's goals and purposes towards the achievement of sustainable oil palm management.

8.3 Claims

8.3.1 On-product Use


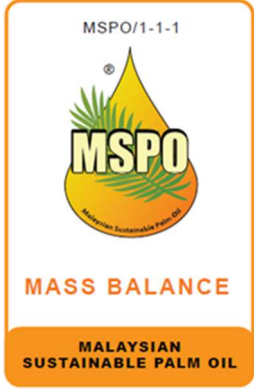
For on-product use, Logo Users must indicate the supply chain model of either the option of Segregation or Mass Balance based on their scope of certification and/or of the content of the MSPO certified material in the product.

The logo for on-product use shall adhere to MSPO Logo Reproduction Tool Kit.

Note:

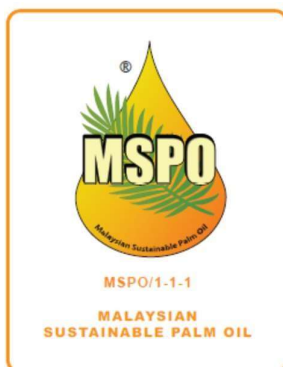
Traceability platform to be available by end of 2019. In the interim, Sustainability Declaration to be issued to buyers for MSPO certified palm oil products exported out of Malaysia. Sustainability declaration as a delivery document containing relevant information on the sustainable material as per MSPO SCCS clause 7.1 with attachment of MSPO certificate and its annex, issued by supplier for each delivery. Additionally, the Sustainability Declaration to be rubber stamped with the certified entity's MSPO Certificate number and validity date.

8.3.1.1 Specific Requirements for 'MSPO Certified' Label

Supply Chain Model (based on scope of certification)	MSPO Logo	Content of MSPO certified material	Label Implies
Segregation		100%	The product must contain 100% of MSPO certified material originating from MSPO certified oil palm planted area where it will be verified through the supply chain certification.
Mass Balance		70%	The product must contain a minimum of 70% of MSPO certified material originating from MSPO certified oil palm planted area where it will be verified through the supply chain certification. Source of non MSPO certified shall be from Malaysia

8.3.2 Off-Product Use

For off-product use, Logo Users must use the logo with the logo license number that is issued as below:



The logo for off-product use shall adhere to MSPO Logo Reproduction Tool Kit with the exception of the size of the logo, which shall remain flexible and legible

9. Licenses for Logo Usage Rights

9.1 License Arrangements

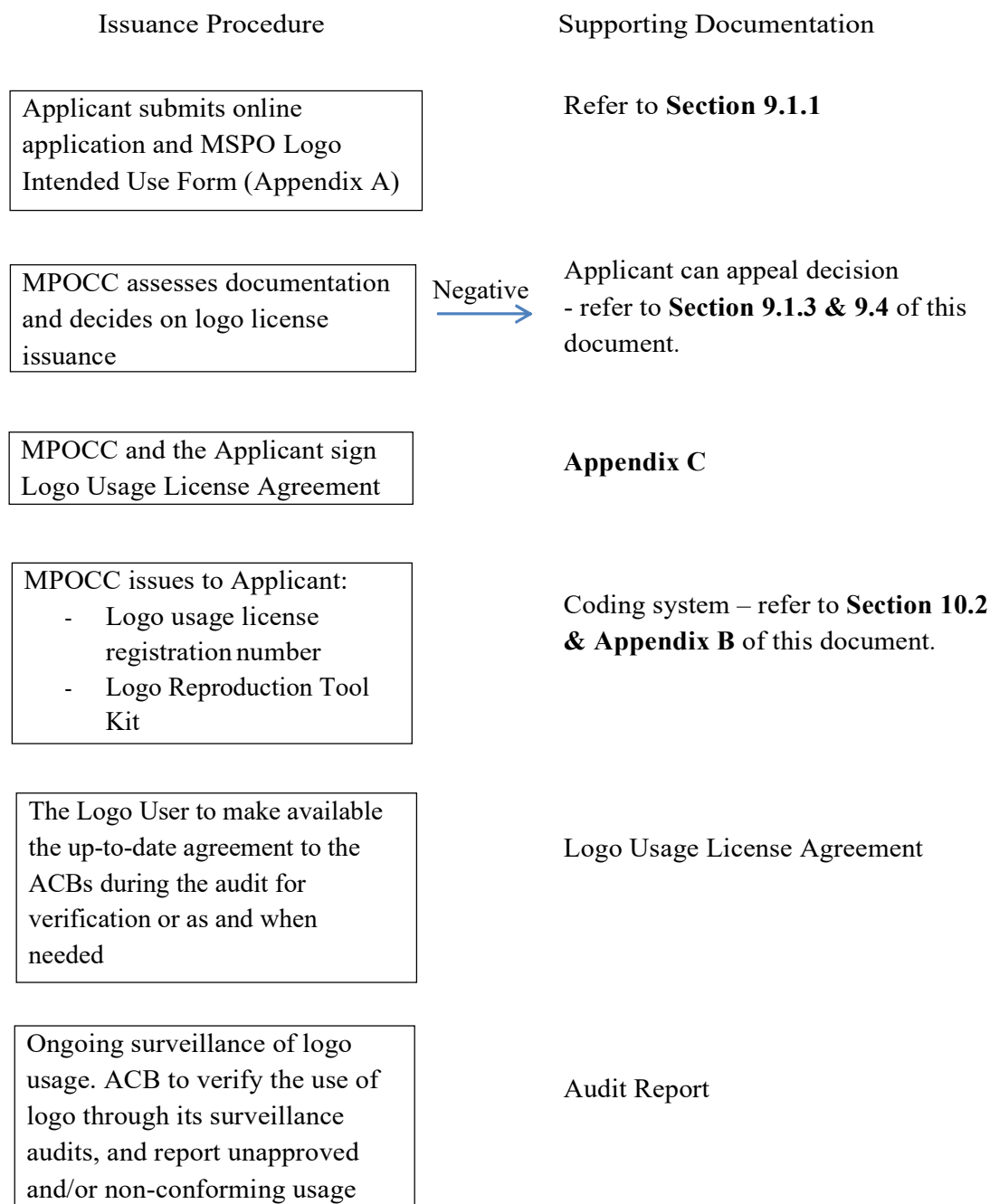
9.1.1 General Conditions

Organizations or companies applying for use of the MSPO Logo must:

- (i) Be a legal entity, such as a company, business or society; and
- (ii) To sign an agreement i.e. Logo Usage License Agreement that allows the public presentation, on an Internet-based database, of the organization's, company's or other legal entity's identification data. This data includes:
 - Organization's contact and location details;
 - Organization's certificate number and expiry date;
 - accredited certification body's contact details; and
 - MSPO Logo Intended Use Form.

9.1.2 Process for Issuing Licenses

The following process for obtaining logo usage rights approval applies to the use of the MSPO Logo. **Figure 1** provides an overview schematic of this process.

Figure 1: Logo License Issuance Procedure

A company, organization or individual has to obtain an official license from MPOCC before printing, publishing or otherwise using the logo and related claims regardless of the logo usage group or logo usage alternative (on- or off-product usage). Applicants need to submit online application form to MPOCC which is available on MPOCC website.

MPOCC reviews the application form to determine whether the applicant has delivered all the required documents for scrutiny and that all the following MPOCC requirements on the logo usage and reproduction are fulfilled:

- **Oil Palm Management Certificate Holder applicants (Group B)** shall submit a copy of the valid oil palm management certificate.
- **Supply Chain Certificate Holder applicants (Group C)** shall submit a copy of the valid oil palm management certificate.
- **Other Groups applicants (Group D)** shall submit a copy of MSPO Logo Intended Use form.

9.1.3 License Agreement

If the application for logo usage license is approved, MPOCC prepares a Logo Usage License Agreement (contract, **Appendix C**) for the applicant (from here on shall be referred to as Logo User). The License Agreement enters into force when both parties sign the agreement.

If the application for logo usage license is declined, MPOCC must provide reasons for the negative decision to allow the applicant the opportunity to provide further information in support of the application or to appeal the decision. In the case of an appeal, **Section 9.4** describes the procedures to be followed to resolve the dispute.

Upon the signing of the Logo Usage License Agreement, MPOCC issues to the applicant the logo license registration number and Logo Reproduction Tool Kit.

The Logo User shall advise MPOCC and ACB immediately on any changes concerning:

- i. Organization's contact and location details;
- ii. Organization's certification status;
- iii. MSPO Logo Intended Use

9.1.4 Suspension of Logo Usage License

MPOCC reserves the right to suspend the logo usage license if the Logo User is suspected of misusing the logo or not complying with all the rules and requirements of the MSPO Certification Scheme. If, after investigation, the suspicion is proven to be founded, the logo usage license will be terminated.

9.2 Validity of Licenses

The validity of the licenses to be issued will be based on the validity of the certificate and/or Agreement issued as follows:

Group B: for the period of validity of the oil palm management certificate

Group C: for the period of validity of the supply chain certificate

Group D: for the period of validity of the Agreement (5 years)

9.3 Logo Usage without License Number

The usage of the logo without license number is not allowed in principle. However, MPOCC can allow the usage of the logo without the license number in exceptional cases based on a written application for off-product usage only, where the placement of the license number is not possible (e.g. small promotional materials).

The applicant shall be a holder of a license issued by MPOCC and the free form application shall include:

- Applicant identification data, logo license number
- Reason for the usage without the license number
- Description of the usage including design layout

The application is valid only for the applied exemption and the applicant shall send to MPOCC an example of the material covered by the exemption.

10. Registration and Coding System

10.1 Register of Logo Users

10.1.1 Responsibility of Scheme Owner

A register of MSPO Logo Users shall be kept in electronic format.

10.2 Coding System

A logo usage registration coding system has been developed to support a register of logo usage licenses consistent with the MSPO Logo usage coding system. The MSPO Logo usage coding system is specified in **Appendix B**. MSPO Logo usage license registration numbers shall be issued by MPOCC as per the coding system set out in **Appendix B**.

10.3 Monitoring and Reporting

MSPO Logo usage is subject to verification carried out by accredited certification bodies and monitoring by MPOCC.

MPOCC will provide periodic report summaries, based on its electronic registers, on its website of the number of MSPO oil palm management and supply chain certificate holders and Logo Users by user group and type of logo usage (on- or off-product).

*** End of document ***

Appendix A**MSPO Logo Intended Use Form****1. On-Product Usage (for Group C – Supply Chain Certificate Holders only)**

Please list the product(s) that will use the MSPO logo on the label:

No.	Name of Product	Product Description	Local / Export
	E.g. ABC	E.g. Cooking Oil	E.g. Local

2. Off-Product Usage (for Group B, C and D)

Please tick the relevant box and briefly describe the off-product usage:

Tick (✓)	Category	Description of the usage (specify)
	Claim in the product documentation	E.g. invoice
	Claim in general documentation	
	Claim in signage	
	Others (Please specify)	

3. Logo usage without license number (for Group B, C and D)

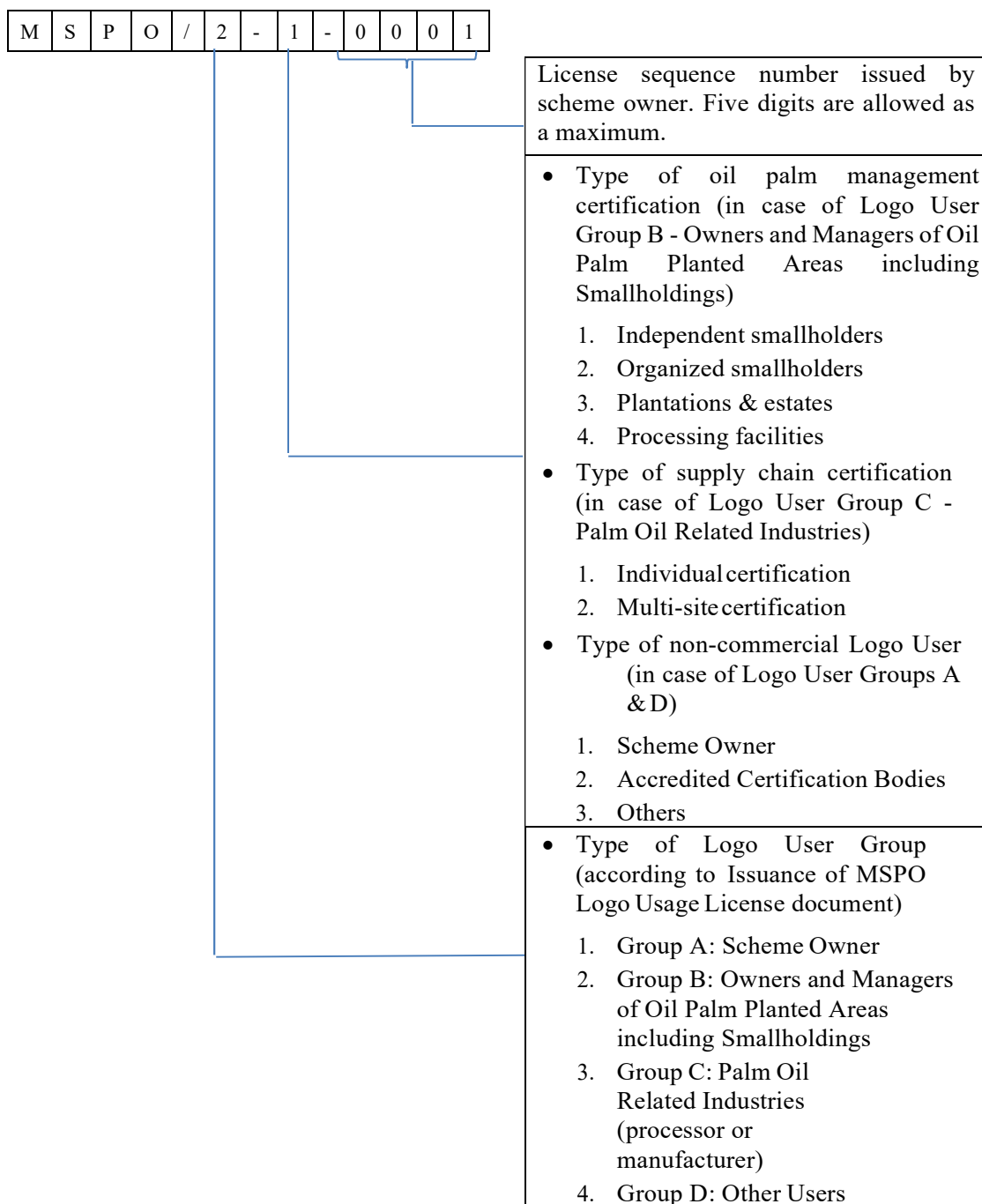
Please specify the intended use of logo without license number (if any):

No.	Item	Description of the usage	Reason for the usage without license number
	E.g. To print on company t-shirt	E.g. The MSPO logo will be printed on the left sleeve of the t-shirt (70 Pax)	E.g. No space to include the license number

Appendix B

Logo Usage Registration Coding System

MPOCC will issue approved Logo Users with a logo usage license registration number, in the format set out below.



Appendix C

Logo Usage License Agreement

between

(1) **Malaysian Palm Oil Certification Council** (Company No: 1122153 D), having its registered office at 15th Floor, Bangunan Getah Asli (Menara), No. 148, Jalan Ampang, 50450 Kuala Lumpur (hereafter MPOCC)

and

(2) [Name, address and company no. of the Logo User] (herein after the ‘Logo User’)

Recitals:

1. MPOCC is a company limited by guarantee incorporated under the laws of Malaysia which is principally involved in establishing and operating oil palm management and supply chain certification scheme in Malaysia. MPOCC is the national governing body of the Malaysian Sustainable Palm Oil (MSPO) Certification Scheme and is the owner of the MSPO Logo and MSPO Certification Scheme claims.
2. [The name of the Logo User] is a Logo User under the Logo User Group [B, C or D as per **Section 8** of Issuance of MSPO Logo Usage License] and wishes to have the right to use the logo in the course of its business.
3. MPOCC is the owner of the MSPO Logo with the right to license the use of the logo which is registered trademark no. 2014000761, 2014000763 to 2014000769 in Malaysia.
4. MPOCC agrees to grant a license to the Logo User with the certificate number [XXXX] to use the MSPO Logo with registration number [MSPO/XXXXXX] in accordance with the terms and conditions of this License Agreement.
5. The validity of this agreement is from XXXXX (date of both parties signed) to XXXX (certificate expiry date)

Terms of the Agreement:

The parties agree that the following terms and conditions shall apply to the use of the logo:

1. Definitions

<u>Term</u>	<u>Definition</u>
Certificate	Certificate issued by accredited certification body to entities for oil palm management or supply chain certification under the MSPO Certification Scheme

Issuance of MSPO Logo Usage License	A document which outlines the rules for the use of MSPO Logo which forms part of this agreement.
Logo User Group	There are four groups of Logo Users as defined in the Issuance of MSPO Logo Usage License document. These are: A – Scheme owner B – Owners and managers of oil palm planted areas including smallholdings C – Palm oil related industries D – Other users
MPOCC	Malaysian Palm Oil Certification Council (MPOCC), the company established to manage the implementation of the MSPO Certification Scheme
MSPO	Malaysian Sustainable Palm Oil
MSPO Logo	The logo of MSPO, which is copyright material owned and managed by MPOCC
MSPO Standard	Oil palm management standard and/or supply chain standard
Standards Malaysia	Department Standards Malaysia
Trademark	The MSPO Logo is a registered trademark which indicate that the palm oil products or organization that carry these marks hold the MSPO certification

2. Intellectual Property Rights in the MSPO Logo

It is agreed that MPOCC owns the Intellectual Property Rights including the copyright of the logo that is a registered trademark. For the avoidance of doubt this License Agreement does not confer on the Logo User any rights of ownership in the licensed material, and Intellectual Property Rights including copyright are unaffected by this Agreement.

3. Responsibility of the Logo User

- i. The Logo User must use the Logos in accordance with the Issuance of MSPO Logo Usage License document and with the license number issued by MPOCC to ensure that the Logo User is readily identifiable on that basis. The graphical guidelines for the use of the logo are specified in the Logo Reproduction Tool Kit.

- ii. The Logo User, in case of Logo User Groups B and C (oil palm management and supply chain certificate holders) as defined in the Issuance of MSPO Logo Usage License document, to make available the up-to-date agreement between Logo User and MPOCC to the CBs during the audit for verification or as and when needed. In conjunction with the audits conducted subsequent to signing this Agreement, the certification body will examine the system by means of which the Logo User keeps records on how the logo is used and, in the case of products, the production volumes of products marked with the Logo. The unapproved and/or non-conforming uses against the requirements in the Issuance of MSPO Logo Usage License document and the Logo Reproduction Tool Kit will be included in the audit report / audit summary report.
- iii. The Logo User, in the case of Group D as defined in the Issuance of MSPO Logo Usage License document, shall give MPOCC annual summary report of the logo usage.
- iv. The Logo User shall advise MPOCC immediately on any changes concerning:
 - i. Organisation's contact and location details;
 - ii. Organisation's certification status (applicable to Logo User group B and C);
 - iii. MSPO Logo Intended Use (as per **Appendix A**)

4. Responsibility of MPOCC

- i. MPOCC shall provide the Logo User with the Logo Reproduction Tool Kit within two weeks following the signing the License Agreement.
- ii. MPOCC is obliged to inform the Logo User of any changes to the MSPO Certification Scheme regulations and documentation that concern the logousage.

5. Misuse of Logo and Penalties

- i. The Logo User acknowledges and agrees the use of the logo is regulated and governed by MPOCC and is controlled and monitored by certification bodies accredited by Standards Malaysia to undertake oil palm management and supply chain certification under the MSPO Certification Scheme. The Logo User agrees that unauthorized use of the logo is prohibited and may lead to legal action being taken against it.

- ii. MPOCC reserves the right to carry out an inspection (by itself or to commission a third party) to act on a complaint by a third party that the License Agreement is being contravened. The Logo User shall bear responsibility for the costs of such inspection and any other detrimental effects, if the License Agreement has been contravened.
- iii. MPOCC may impose a contractual penalty for unauthorized on- or off-product use of the Logo. The amount of the penalty will be set by MPOCC, subject to the following considerations:
 - a. In the case of Group B (oil palm management group) as defined in the Issuance of MSPO Logo Usage License document, the contractual penalty that may apply is one-fifth of the market value of the products to which the unauthorized use relates, unless the Logo User demonstrates that such unauthorized use was unintentional. In the latter case the penalty shall not be more than RM 15,000 (Ringgit Malaysia fifteen thousand).
 - b. In the case of Group C (supply chain group) as defined in the Issuance of MSPO Logo Usage License document, the contractual penalty that may apply is one-fifth of the market value of the products to which the unauthorized use relates, unless the Logo User demonstrates that such unauthorized use was unintentional. In the latter case the penalty shall not be more than RM 15,000 (Ringgit Malaysia fifteen thousand).
- iv. MPOCC has the discretion to alter the amount of the penalty for misuse of the logo. Any change to the amount of a penalty shall come into effect three months after notification in writing by MPOCC.

6. Suspension and Termination

- i. MPOCC shall grant a license for the usage of logo and reserves the right to withdraw the license with immediate effect (suspension) if there are reasons to believe that any of the terms of license contract, rules for use of the logo, or scheme are not being adhered to. Withdrawal of the agreement granted by MPOCC will result in automatic withdrawal of the license issued by MPOCC for use of the logo.
- ii. Either party may terminate the License Agreement by serving a three-month prior written notice by registered letter.

- iii. MPOCC may suspend the License Agreement temporarily with immediate effect while a suspicion of contravention of the terms of the License Agreement is being investigated by MPOCC. In this case, MPOCC shall send the Logo User a written request for an explanation and notification of the temporary revocation of the License Agreement. In the event of a suspension, the temporary revocation shall remain in effect for a maximum period of one month or longer if MPOCC determines further investigations are required after the Logo User has provided an explanation concerning the suspected misuse to MPOCC.
- iv. When the Logo User has implemented appropriate corrective measures approved by MPOCC and given notification that this has been done, MPOCC shall agree to the Logo User resuming its rights under this License Agreement.
- v. MPOCC may terminate the License Agreement with immediate effect if there are reasonable grounds to believe that any of the terms of the License Agreement have been breached.
- vi. Withdrawal, suspension or the end of the validity of the certificate (for oil palm management and/or supply chain) recognized by MPOCC will result in automatic termination of the License Agreement with effect on the same date as the withdrawal, suspension or the end of the validity of the certificate.
- vii. MPOCC is not obliged to pay compensation for any costs, expenses, losses or other damages which the temporary revocation or termination may cause to the Logo User.

7. Reporting and Presentation

MPOCC is permitted to present in a public forum (e.g. the MPOCC web site) the Logo User's identification data and information concerning the certification status provided by the Logo User or the relevant accredited certification and/or accreditation body.

8. Validity of the Agreement

The terms of the License Agreement come into effect when it has been signed by both parties.

9. Governing Law

This License Agreement shall be governed by the laws of Malaysia. The Parties submit to the exclusive jurisdiction of the courts in the Federal Territory of Kuala Lumpur

Signed in duplicate.

In Kuala Lumpur on DD.MM.YYYY
For and on behalf of MPOCC

In _____ on DD.MM.YYYY
For and on behalf of the Logo User

Name:
Chief Executive Officer

Name:
Designation

Company Stamp:



Company Stamp:

