

STATUTORY USE OF ICAR'S BRAND

1. *Brand purpose and use regulation object.*

1.1 ICAR International Committee for Animal Recording is a non-profit international organization that promotes the development and the standardization of the registration criteria and evaluation of farm animals.

1.2 ICAR is the exclusive owner of the brand called and pictured ICAR, reproduced here below:



1.3 The use of this distinctive logo or sign is permitted in an exclusive way to ICAR and to parties authorized by its Board.

1.4 The associations and the corporate bodies that want to obtain the right to use the ICAR brand in the different and special ways indicated, have to strictly respect the organization's Statutes and the implementation rules approved, they must show and prove that they want to share the aims and respect the qualitative standards imposed.

1.5 According to what has been decided in the Statutes and the implementation rules the present Statutory disciplines the brand grant modality of ICAR, the control over the brand and the sanction expected over a possible breach.

1.6 The use of ICAR brand in the different and special ways already indicated, and in its correct format and dimension ratios and authorized colours, is illustrated here below in the different ICAR brand reproductions (ICAR Member – ICAR Associate Member – ICAR Certificate of Quality – ICAR "approved").

1.7 The authorization of the brand use, upon conditions and modalities settled, does not involve the assignment of the exclusive rights by ICAR.

2. *Brand ICAR Member*



2.1 The organization that are members of ICAR can use in their official documents ICAR brand in association with the caption "Member" (or simply the wording "Member of ICAR" without brand) as above reproduced and with the modality shown.

2.2 The right of the use of this symbol is open-ended whilst the status as a Member is valid.

2.3 The right of the use of this logo will end automatically in the cases of Members exclusion, without the requirements of a preventive notice of cancellation by ICAR Executive Board.

3. Brand ICAR Associate Member



- 3.1 The corporate bodies that are associated (Associate) to ICAR can use in their official documents ICAR in association with the caption "Associate Member" (or simply the wording "Associate Member of ICAR" without brand) as above reproduced and with the modalities shown.
- 3.2 An ICAR Associate Member can use the appropriate logo exclusively on their official and non-sales oriented documents such as on their letterheads, with a clear prohibition of reproduction over their catalogues and press materials in general or over goods produced by them or others (the list is purely explicative and it is not exhaustive in full neither obligatory).
- 3.3 The right of the use of this logo will end automatically in the cases of Associate Members exclusion, without the requirements of a preventive notice of cancellation by ICAR Executive Board.

4. Brand ICAR Certificate of Quality

- 4.1 Members, after requesting the certificate of quality and after been granted, can use on their official documents the brand as below mentioned and illustrated.
- 4.2 The brand Certificate of Quality has granted only to the members that passed positively specific requirements approved by ICAR under the supervision of selected Inspectors.



- 4.3 The use of the brand or logo is authorised in writing only by the Board, subject to evaluation of reference requirements and an unchallengeable deliberation.
- 4.4 The license's use is valid for a limited period of three years from the date of release without the possibility of tacit renewal.
- 4.5 The modalities of renewal are specified in the document attesting the certification of quality released by the Board.
- 4.6 It is allowed to reproduce the logo on catalogues and press materials in general for the valid period.

5. Brand ICAR Approved



- 5.1 The label ICAR APPROVED or the caption "ICAR Approved" as above reproduced and upon the modality illustrated can be affixed exclusively on products or, in case of microchip or similar systems act to be inserted in the animal's body or directly visible, over their commercial packaging.
- 5.2 The licensee's use of explained expressions, under label form a simple caption, it will be granted in writing by ICAR along with the release of the specific certification, only to those who requested and obtained a positive pronouncement by ICAR.
- 5.3 The licensee's use is strictly limited to the number of products approved by ICAR following successful testing procedures. ICAR will issue labels for such products in agreed numbers for these approved products and only these products.

6. Surveillance powers

- 6.1 ICAR intends to monitor its own brand, reproduced individually or in a dissimilar way illustrated in the present Regulation, in order to not let the brand be used in a dissimilar way from which has been indicated.
- 6.2 For this purpose, ICAR could nominate a specific Surveillance Board with investigative powers that respond directly to the Board.
- 6.3 Anyone, even if authorized by the use of the brand, that instead utilizes the brand in a non adequate way, according to the present Statutes, could receive by the Board a first written warning where it will be specified the violation and it will be given a term of approximately 15 days for its cancellation. In case of violation of this rule the membership shall be cancelled by the Board who may consider to take possible legal action..
- 6.4 The violation of the terms indicated by ICAR will imply the automatic end of the use of the sign, except where there is the reimbursement of further damages affected by the illegitimate behaviour of the subject involved.

7. Termination

- 7.1 Beyond the case estimated by the articles above, the authorization of the use of ICAR brand in the versions mentioned above and due to the modalities illustrated, it could be always withdrawn by the Executive Board of ICAR in case of:
 - Unlawful or different use of the sign with reference to the Statutes and other applicable laws;
 - Unlawful or different use from what has been specified;
 - Accomplishment of acts or facts against to the Statutes and implementation laws;
 - Accomplishment of acts or facts that distrust ICAR, or rather its members.
- 7.2 Except all indicated above, ICAR retains in any case the faculty of judgment for the protection of its own rights and for the reimbursement of further damages.

8. Applicable law and competent Forum.

- 8.1 The present Statute is ruled, regulated and has to be performed due to the laws of Italian Republic.
- 8.2 Any controversy that comes out by present Statute related to its application, validation or interpretation is ruled by the Court of Rome.

Attachments: ICAR Statutes