



GoodWeave International Trademark Policy

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v.6.1, October 2010

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Contact for comments:

info@goodweave.org

For more information:

www.GoodWeave.org

GoodWeave International Trademark Policy v6.3

1. Purpose and Definitions

1.1 GoodWeave’s mission is to end child labor in global supply chains. GoodWeave fulfills its mission by creating market demand for certified child-labor-free products, monitoring and cleaning up supply chains, rescuing and educating child laborers, and providing critical services for weaving families and communities. GoodWeave’s system includes certification and labeling of products made without child labor and other related criteria specified in GoodWeave’s Standard. The public faces of this system are the GoodWeave Marks. It is essential to GoodWeave’s mission that the authority, integrity and credibility of the Marks are maintained, and that the Marks are publicly recognized and understood.

1.2 GoodWeave International has registered its trademarks with the World Intellectual Property Organization and many national trademark offices. GoodWeave International is the owner of the GoodWeave Marks and has the exclusive right to use and license the Marks in signatory countries.

1.3 GoodWeave’s aim in developing this Trademark Policy is to ensure that the GoodWeave Marks are used correctly and as widely as possible while protecting the organization’s reputation, good name and image by ensuring proper use of all of GoodWeave Marks.

1.4 GoodWeave Marks (also referred to as “Marks”) are defined as: any and all names, logos, trademarks, certification marks, service marks, word marks, insignias or other images, whether or not registered, utilized by GoodWeave International and its delegated national programs and affiliates. This includes, but is not limited to, the knot design on the organization logo, the words and logotype “GoodWeave,” “GOODWEAVE,” the knot design on the GoodWeave certification label, the words and logotype “GoodWeave,” “GOODWEAVE” or any combination of the foregoing, whether integrated into a larger whole or standing alone.

2. Authority

2.1 GoodWeave International and its delegate programs and affiliates are authorized agents for the administration of the GoodWeave Marks. In countries in which a national program or affiliate with a signed management contract with GoodWeave International exists, GoodWeave International may delegate the responsibility for all GoodWeave Marks in that country to the national program or affiliate. In all other countries, GoodWeave International retains control over distribution and use of the Marks.

3. Reservation of Rights

3.1 GoodWeave International is the owner of all rights, title, and interest in the GoodWeave Marks. No person or entity may reproduce or use (or authorize the reproduction or use of) the GoodWeave Marks in any manner other than expressly authorized by GoodWeave International or its delegates. Unauthorized use of GoodWeave Marks is prohibited.

3.2 GoodWeave International may, at its sole discretion, modify the GoodWeave Marks and how they may be used and applied at any time. In order to assure compliance and quality of control, GoodWeave may request that users of GoodWeave Marks, including License Agreement holders and any other users, provide samples of any marketing, advertising, or other material that includes the Marks.

3.3 By adhering to the GoodWeave International trademark policy, users of the Marks help GoodWeave to prevent confusion in the marketplace and to protect and enhance the value and integrity of its products and Marks. GoodWeave appreciates your cooperation in this effort.

3.4 Users of the Marks acknowledge that GoodWeave Marks are the intellectual property of GoodWeave International. Users also take full responsibility for their use of the Marks, including third parties acting on their behalf.

4. Applicability

4.1 This policy applies to all manufacturers, importers, distributors, retailers, individuals, organizations and media wishing to use the GoodWeave Marks in any way.

4.2 The effective date of this policy is June 10, 2009. All users wishing to use the Marks must comply with the guidelines of this policy.

4.3 In all cases in this document that indicate the permission, validation, etc., must be obtained from GoodWeave, the user must apply to the GoodWeave national program or affiliate in their own country that has a signed management contract with GoodWeave International. If no national program or affiliate has been established the user shall then apply to GoodWeave International.

4.4 Media, NGOs and Educational Organizations: GoodWeave may provide copies of the GoodWeave Marks to media, NGOs, educational establishments and others for the purposes of illustrating articles, talks, and lectures on the subject, etc. In articles claims shall not exaggerate the implications of labeling. The word “guarantee” shall not be used. Words like “assures”, “offers assurance” or “is your best assurance” are recommended. Care shall be taken to ensure that the advertiser or writer does not imply that GoodWeave endorses any aspects that are outside the scope of its certification. In addition, all users of the mark must adhere to all points in Section 6 of this document.

5. On-product Labeling Requirements

5.1 In order to apply any GoodWeave Mark directly to a product, the company must possess a valid License Agreement with GoodWeave International either directly or by a GoodWeave national program or affiliate with a signed management contract, on behalf of GoodWeave International. This applies to exporters, importers or others who wish to apply labels directly to a product. Any non-manufacturer wishing to affix labels to a product will need to sign a separate agreement with GoodWeave.

5.2 The GoodWeave Marks may only be applied to qualified Contract Products, as described in the signed Licensed Agreement between the Licensee and GoodWeave. The Contract Products may include carpets and other eligible products as defined by the GoodWeave Licensing and Certification Policy. All statements regarding use of the GoodWeave Marks, as described in the License Agreement, must be adhered to by the Licensee.

5.3 Only authorized GoodWeave affiliates and programs may issue GoodWeave product labels to Licensees. Only those labels are allowed to be directly applied to any product to indicate that it was manufactured under the standards of GoodWeave. Licensees may not create their own product labels or use labels bearing GoodWeave Marks issued by any company other than GoodWeave International, except subject to the approval process in Section 5.5.

5.4 Modifications to the Marks are not permitted. In exceptional circumstances (such as a smaller label size or inclusion as part of a retailer brand label), a Licensee may apply for approval of a variation to GoodWeave. Companies wishing to apply for an exception must present an exact replica draft of the label design that they are proposing, and must receive written positive affirmation from GoodWeave before the label can be applied. In cases where special labels need to be produced, the associated costs for production will be borne by the Licensee.

5.5 Licensees may seek approval from GoodWeave about special labeling considerations, such as use of the Marks in conjunction with other certification labels or marks on the same product. The GoodWeave Marks may not be used in conjunction with other certification labels on the same product without the explicit written permission of GoodWeave.

5.6 Licensees wishing to make additional explanatory on-product claims regarding compliance to GoodWeave standards may apply to GoodWeave for approval of such statements. An example of such a statement would be: "The GoodWeave label offers assurance that products were made without the use of child labor." In any case, the statement shall not exaggerate the implications of labeling. The word "guarantee" shall not be used in association with the GoodWeave Marks. Instead words like "assures," "offers assurance" or "is your best assurance" are recommended. Care shall be taken to ensure that the advertiser or writer does not imply that GoodWeave endorses any aspects that are outside the scope of its certification.

5.7 A GoodWeave Mark does not have to be applied to each individual product in order for a Licensee to make claims about certification for those products, such as on payment or transfer documents, as long as the products are sold to another Licensee (for example, sales of unlabeled products from an exporter to an importer may be noted as being “certified” on the sale documents). Final products that will be sold to an end consumer without further re-manufacturing must have a certification label attached in order for any claims to be made (for example, an importer selling to a retailer, or a retailer selling to a customer, may not make claims about a product unless a label is attached). GoodWeave highly encourages Licensees to apply the label to “final products” allowing the product retailer to properly promote the product as being “GoodWeave Certified” and therefore help raise awareness of the organization’s mission.

5.8 In cases where a Licensee does not apply labels directly to a product, but rather ships the labels with the product to another Licensee for application to the final product (ex: an exporter ships certified product to an importer, where the importer will cut the product into smaller pieces and then apply the labels) the Licensee supplying the labels must maintain a detailed record of how many labels were supplied, the numbers of each label, who the labels were supplied to, and on what date. All Licensees must return any unused labels to GoodWeave on a quarterly basis, along with the detailed reconciliation statement.

6. Off-product, Promotional Use of GoodWeave Marks

6.1 Any entity wishing to use GoodWeave Marks in an off-product fashion (including promotion of certified products, educational use, etc.) must follow the requirements outlined in this document. This includes retailers, non-governmental organizations, media and others.

6.2 The purpose of requiring users of the Marks to adhere to these requirements is to ensure truthful uses of the Marks, and so that no misleading claims are made about the Marks, GoodWeave, or the GoodWeave certification process.

6.3 Users of the Marks shall avoid use of misleading information that could imply that non-certified products are in any way endorsed by GoodWeave.

6.4 The promotional use of the Marks shall not in any way imply that GoodWeave promotes or endorses any activity performed by the user that is outside the scope of GoodWeave certification (such as claims regarding quality of the product, social or environmental benefits that are not part of the GoodWeave standard, etc.) Nor shall the use of the Marks imply that GoodWeave was responsible for the production of the promotional material.

6.5 Users of the Marks are not allowed to sublicense or “forward” the Marks on to other users under any circumstances.

6.6 Users of the Marks may only use the Marks in connection with and for the express purpose of promoting products that are certified in accordance to GoodWeave standards. GoodWeave may require documentation from the user proving that the products have been certified by GoodWeave.

6.7 Any claims and/or statements made in association with the Marks should be able to be clearly verified by the user.

6.8 Users of the Marks for promotional purposes, such as in advertising or marketing materials, must present GoodWeave with draft documents showing the promotional use of the Marks for approval before the documents are made publicly available (such as drafts of advertising circulars, website designs, brochures, etc.). If, over period of time, a user continues to demonstrate good knowledge of the GoodWeave trademark policies, GoodWeave may allow for exception to this rule and may instead establish regular periods for verification of proper use of the Marks (such as annual audits). However, GoodWeave retains the right to conduct an audit at any time it feels necessary.

6.9 Users of the Marks must keep records of all approvals of trademark use granted by GoodWeave and sample copies of all trademark use for at least the previous 7 years.

6.10 Any documentation required for users of the Marks in points 6.6 – 6.9 shall be made available to GoodWeave immediately at any time upon request.

6.11 The Marks may only be used in conjunction with other certification labels or marks on the same promotional materials with the explicit written permission of GoodWeave.

6.12 Users of the Marks may promote certified products sourced from a company after its GoodWeave certificate has been suspended or withdrawn only if the products were purchased from and invoiced by the company prior to the certificate suspension/withdrawal date.

6.13 Licensees, or companies promoting certified products of Licensees, may not promote products as being certified based on a new certification application of a forthcoming extension of an application; only products covered under a current and valid License Agreement may be promoted as being certified.

6.14 Licensees who have not produced labeled or sold any material as GoodWeave or GoodWeave certified in a period of 12 months shall not use the Marks for the general promotion of the company, such as in general advertising or on business stationery. However, Licensees may use the Marks to indicate the availability of specific certified products on a “subject to order” basis. The Licensee may begin to use the Marks again for general promotion when regular production of certified products has ensued, as determined by GoodWeave. In addition, new Licensees may not begin using Marks for general promotional purposes until they have GoodWeave certified products available for sale.

6.15 Users of the Marks shall not exaggerate the implications of certification in any promotional material, media article, etc., where the Marks are being used. The word “guarantee” shall not be used in association with the Marks. Instead words like “assures,” “offers assurance” or “is your best assurance” are recommended. Care shall be taken to ensure that the advertiser or writer does not imply that GoodWeave endorses any aspects that are outside the scope of its certification.

7. Use of GoodWeave Marks as Product Names, Business Names, Internet Domain Names, and on Stationery

7.1 The GoodWeave Marks may not be used as part of or in association with a product name, such as “ABC GoodWeave Certified Carpeting”, without the explicit written permission of GoodWeave. This permission will only be given to Licensees, not to non-certified companies, such as retailers.

7.2 The GoodWeave Marks may not be used as part of or in association with an internet domain name, such as www.goodweavecarpet.com.

7.3 The GoodWeave Marks may not be used as part of a business name or trade name, such as “ABC GoodWeave Company”.

7.4 Licensees in good legal standing with GoodWeave International may use the Marks as part of their business stationery, provided they follow all policies regarding off-product use of the Marks as outlined in Section 6 of this document and the Graphic Standards set forth in Section 8.

7.5 Licenses may use the Marks as part of their invoice or shipping documentation only if they also include the following disclaimer on the document: “only those products specifically identified as such on this document are GoodWeave certified.”

8. Graphic Standards for GoodWeave Marks

8.1 Users shall adhere to the following graphic requirements for use of the GoodWeave Marks:

- a. When using a GoodWeave Mark, never modify the design or add or delete any elements or words.
- b. The GoodWeave Marks may be scaled for usage; however, the proportions of the Marks must not be changed.
- c. It is preferable that the GoodWeave Marks be used in the color formats provided. When that is not possible, then producing the logos in a black/white or grayscale version is also acceptable. Technical graphic standards for the GoodWeave label are provided in Annex A. Any diversion from these standards must be approved in writing by GoodWeave.

- d. When using the GoodWeave name never vary the spelling, add or delete hyphens or make one word two.
- e. Users can include, if so desired, GoodWeave International's website address (www.GoodWeave.org) or any other website of a sanctioned GoodWeave national affiliate or program in the relative country.

9. Acknowledgement of Receipt and Acceptance of Responsibility for Use of the Marks

I have received, read and understand the GoodWeave International Trademark Policy v 6.3. I agree to use the Marks solely in accordance to the policy as outlined in this document and assume responsibility for any violations of the policy. I further understand that GoodWeave reserves the right to update the policy at any time, at which point I will be required to sign a new agreement.

Name:

Title:

Company:

Address:

Phone:

Email:

Signature _____

Date: _____