



**CALIFORNIA OLIVE OIL COUNCIL**  
*Seal Certification Kit 2024- 2025*

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## Program Overview

### Purpose of the Program

There are three 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

COOC members must complete a chemical analysis and a sensory evaluation for each oil they wish to certify as extra virgin and submit all paperwork and lab reports to the COOC within sixty days of receiving their lab (chemical and sensory) results. If an oil has met both the chemical and organoleptic criteria outlined in “Standards and Requirements” the producer qualifies for use of the COOC Seal of Certification.

**Chemical Analysis:** You will need to submit samples of your oil(s) to a COOC approved lab for chemical analysis to assess alignment with the Standards. A copy of the report is required with the submission of this kit. COOC approved labs for chemical analysis: Labs recognized by the American Oil Chemist Society (AOCS), International Olive Council (IOC), or the International Organization for Standardization (ISO).

**Sensory Analysis:** You will need to submit samples of your oil(s) to a COOC approved sensory lab for sensory evaluation to assess alignment with the Standards. A copy of the report is required with the submission of this kit. COOC approved labs for sensory analysis: Labs recognized by the American Oil Chemist Society (AOCS) or the International Olive Council (IOC). Visit the [Approved Labs](#) page on the COOC website for more information.

- AOCS approved sensory labs: [Modern Olives](#) (Woodland, CA) and [Applied Sensory](#) (Napa, CA). Both provide chemical and sensory packages. Applied Sensory is collaborating with Baker Labs for producers under 5,000 gallons.
- IOC & AOCS approved sensory lab: [Eurofins US](#) (Salinas, CA) provides chemical and sensory packages with a choice of using a local AOCS approved sensory lab (Applied Sensory) or the Eurofins IOC approved sensory lab in Hamburg, Germany. Eurofins has a drop off location in Salinas, CA and accepts mailed samples at their New Orleans location.

### Procedure

Seal Certification is mandatory to certify 100% California oil as extra virgin. The **submission period** runs from **October 2024 through October 2025**. To achieve certification of your oil, please refer to the applicable (Producer or Private Label Entity) checklist for all required documents, paperwork, submission instructions and payment. A certification is valid only for the specific oil submitted for evaluation unless it is a blend composed entirely of certified lots of the same harvest year. New blends created from extra virgin olive oils that were certified in previous years must be resubmitted for certification.

### Results

Submissions will be evaluated in the order of completed submission and in a timely manner. After paperwork and lab results have been evaluated, you will be notified via email by the COOC.

- 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 grade designation, COOC board members may be available to review the chemical analysis and sensory evaluation with the producer in an effort to identify ways to overcome documented deficiencies. If results do not meet the Standard for extra virgin grading, members may contact the COOC to have the oil reassessed in a secondary evaluation. No more than 30 days may elapse from the time of the notification and the second evaluation.

## Standards and Requirements

All members who produce 100% California olive oil labeled as extra virgin must submit their oil annually to the Seal Certification Program and must comply with all terms set forth in the Certification Mark and Intellectual Property License Agreement. Private Label Entities must complete all required documentation to remain in good standing. Should state or federal requirements change after November 1<sup>st</sup>, these requirements may supersede the COOC. Requirements are provided each year as noted 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 (oleic free fatty acid) and meets all standard requirements outlined in Table 1.
  - a) Producers over 5,000 gallons are required to meet the additional standards for MOI, INI, DAGs, PPP, and Induction Time (already required for producers over 5,000 gallons by the Olive Oil Commission of California)
  - b) To support a “Best if Used By” date with technical evidence, DAGs, PPP, and Induction Time testing is required (already required for producers over 5,000 gallons).
3. The oil must be organoleptically evaluated by a COOC approved panel and found to have a median fruitiness greater than zero and 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>	=0.0
	<b>Median of Fruity</b>	> 0.0
<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>	≤ 2.40
	<b>K270</b>	≤ 0.22
	<b>Delta K</b>	≤ 0.01
<b>Producers &gt; 5,000 gallons</b>		
<b>Moisture and Volatiles (MOI) (%m/m)</b>		≤ 0.2
<b>Insoluble Impurities (INI) (%m/m)</b>		≤ 0.1
<b>DAGs (%)</b>		≥ 35
<b>PPP (%)</b>		≤ 17
<b>Induction Time (Rancimat Test)</b>		

### EXHIBIT B: Label & Promotional Material Disclosure Requirements

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. All oils certified by the California Olive Oil Council must be from 100% grown and produced California olives.
2. If use of “California” is made 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 extra virgin olive oil sold by the member, then 100% of the fruit to produce the oil must come solely from the state of

California.<sup>1</sup>

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 100% of the oil must be from olives grown on that estate which is defined as “an extensive area of land owned or controlled by one person, family or organization.”<sup>2</sup>
  - a) 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 (2), (3i) and/or (3ii), then the actual location or locations in which the olives were grown must be specified on the Primary Display Panel, 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. 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.
5. Time of Harvest: 100% of the olives used to make the oil must have been harvested during the period referred. 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 2024-2025 harvest season is deemed the 2024 Harvest year.
6. 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.
7. 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.
8. 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.
9. Descriptors: (i) Ambiguous or misleading descriptor words or phrases regarding region, state or provenance are prohibited. (ii) Use of promotional vocabulary that refers 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.
10. 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. This includes but is not limited to Olivo Nuovo, mixed oil blends, and flavored oils.
11. All certified oils are required to comply with Federal and State labeling standards including the Food and Drug Administration (FDA Food Labeling Guide)<sup>3</sup> and the California Department of Food and Agriculture (CDFA Grade and Labeling Standards for Olive Oil, Refined-Olive Oil and Olive- Pomace Oil.)<sup>4</sup> Please reference the [Labeling Guidance Document](#) from the OOC for guidance.

#### EXHIBIT C: Harvest Dates

1. The COOC requires the use of harvest date either in the form of the COOC Harvest Seal (of which harvest year is embedded) or if using the Generic Seal, harvest month and year must be clearly indicated on packaging.
2. When oils from multiple years are combined the label must indicate the harvest years of each oil used in the blend. If both the month(s) and year(s) of harvest are listed, then all periods must be listed and 100% of the oil must be from that (those) period(s).<sup>6</sup> For this reason oils blended from multiple years can only use the Generic Seal.

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<sup>1</sup> [Assembly Bill No. 535, Chapter 466](#)

<sup>2</sup> [CDFA Grade and Labeling Standards for Olive Oil, Refined-Olive Oil and Olive-Pomace Oil \(section 11.3.4\)](#)

<sup>3</sup> [FDA Food Labeling Guide \(pg. 17\)](#)




<sup>4</sup> [CDFA Labeling Guidance Document: Extra Virgin Olive Oil,](#)

**EXHIBIT D: “Best If Used By” Dates**

1. A “Best If Used By” or “Use By” date is required for producers over 5,000 gallons as mandated by the Olive Oil Commission of California (OOC) and must be supported by technical evidence.<sup>5</sup>
2. The “Best If Used By” date is not a requirement for producers under 5,000 gallons; however, if such is indicated, the date denoted must not exceed 24 months post-harvest. Please refer to the COOC’s “[Determining Best if Used By Date](#)” document.
3. The “Best If Used By” date is **required** for multiple year oil blends and **must** be supported by technical evidence regardless of producer size.<sup>6</sup>

**EXHIBIT E: Trademark and Artwork**

1. The California Olive Oil Council holds registered ownership of The California Olive Oil Council Certification Marks.<sup>7</sup> Upon completion of the Certification Mark and Intellectual Property License Agreement, permission to use the COOC Certification Mark on packaging and for use of marketing, in accordance with, and subject to, the provisions of the Agreement.

COOC Marks Subject to License		
Seal of Certification Marks		California Fresh Membership Mark
Generic Seal	Harvest Seal	
		

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

1. To preserve the highest quality of your olive oil(s), The COOC encourages 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. Removal of water and sediment are imperative to the longevity of an olive oil and prevent compromising the oil’s shelf life
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 can also contribute to degradation that shortens 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.

<sup>5</sup> [OOCC’s Guidance Document for Determining Best By Date](#)

<sup>6</sup> [CDFA Grade and Labeling Standards for Olive Oil, Refined-Olive Oil and Olive-Pomace Oil](#) (Sec.11.3.6)




<sup>7</sup> United States Patent & Trademark Office - Registration Number: 4674159

## COOC Certification Marks Subject to License

### The COOC Seal of Certification Marks and the California Fresh Membership Mark:

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 Certification Mark and Intellectual Property License Agreement (CLA).

If your oil passes all requirements, you'll be eligible to use the Marks for marketing and sales. Once certified, you'll receive an email from the COOC with instructions on how order and pay for your chosen Marks.

Table 2: COOC Marks Subject to License		
Seal of Certification Marks		California Fresh Membership Mark
Generic Seal	Harvest Seal	
		

### Generic Seal vs Harvest Seal

The Generic Seal does not include the harvest year. If you apply to use the Generic Seal, you must legibly display the harvest month and year on your label. The Harvest Seal includes the 2024 harvest year. There is a limited supply of the Harvest Seal in sticker format. Once there are none left, you must use the Generic Seal or digital artwork of the Harvest Seal instead.









### Format

Rolls of stickers (one color scheme available) and digital artwork (four color schemes available). Digital artwork can be incorporated directly into your label.

**Stickers:** Seal stickers are available in the Green & Yellow color scheme only (see in Table 2). There is shipping and handling fee at \$15.00/order.

Table 3: Sticker Prices		
Number of Stickers/Roll	Generic Seal	Harvest Seal
250 Stickers	N/A	\$25.00/roll
500 Stickers	N/A	\$50.00/roll
1,000 Stickers	\$80.00/roll	\$80.00/roll

**Digital Artwork:** Available in four file types: .ai, .jpg, .pdf, .png. and in four color schemes: Green & Yellow, Green & White, Black & White, Grey Scale.

Table 4: COOC Marks Color Scheme*				
Color Scheme	Green & Yellow	Green & White	Black & White	Grey Scale
Digital Artwork	 	 	 	 
PMS	Green: 343 Yellow: 127	Green: 343 Black: 0	Black: 100% White: (Black) 5%	Black: 100% Grey: (Black) 15%

\*There can be no deviation from the four-color options display

Table 5: Digital Artwork Prices for Each Tier		
Tiers	Cost of 1 Color Scheme	Cost of All Color Schemes
Micro-Producer	\$50	\$65
Tiers 1, 2, 3	\$100	\$130
Tier 4, 5, 6	\$150	\$195
Private Label Entities	\$0.02/unit of 500 mL	

## Lot Size Requirements and Recommendations

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.**

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 (handlers) who make more than 5,000 gallons annually must comply with U.S. Food and Drug Administration (FDA) and Olive Oil Commission of California (OOCC) regulations. The FDA defines “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’.”<sup>1</sup>

Uniform characteristics include, but are not limited to:

- Containers (ex: drums, tank, tote)
- Varietal (ex: Arbequina, Picual, Coratina)
- Date of Harvest (within the same harvest year)
- Grove location (ex: Carmel Valley grove, San Benito County grove)
- Milling Operation

Benefits of Utilizing Lots:

1. 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. Flexibility when selling bulk oil:
  - a) 5 Varietals - 7 Lots: A producer with five different varieties on one grove and two of the five 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. Isolate potential problems:
  - 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 not qualify as extra virgin, it will be isolated and not adversely affect the oil from the other grove.
4. Greater traceability for large quantities of oil:
  - 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

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<sup>1</sup> [CFR- Code of Federal Regulations Title 21, Part 101 Food Labeling, Sec. 101.9 Nutrition Labeling of Food.](#)



## PRODUCER Submission Checklist

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

Company/Brand Name: \_\_\_\_\_

Please Complete and Submit the below documents to [suzanne@cooc.com](mailto:suzanne@cooc.com):

- Producer Agreement (sign)
- Producer Form
- Producer Olive Oil Submission Form (one per oil)
- Attach Chemical Analysis Report (one per oil)
- Attach Sensory Evaluation Report (one per oil)
- Certification Mark and Intellectual Property License Agreement (sign)

### Payment:

Oil Submission Fee: \$45/ oil

Oil Resubmission Fee: \$45/ oil

Total # of oils: \_\_\_\_\_

### Check:

- Calculate total fee amount: Total # of oils \_\_\_\_\_ x \$45 = \$ \_\_\_\_\_
- Make check out to California Olive Oil Council and include the # of oil submissions in notes.
- Mail to:

*Tidwell Bookkeeping  
ATTN: COOC  
8040 El Camino Real  
Atascadero, CA 93422*

### Credit Card\*:

Select total # of oil submissions in the drop down of the payment link below:

[Pay By Credit Card via Stipe](#)

*\*Payment link total includes a 2.9% + \$0.40 credit card processing fee at checkout*

## Producer Agreement

Company/Brand Name: \_\_\_\_\_

Name of Primary Contact: \_\_\_\_\_

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

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

- I hereby authorize the COOC to evaluate submission paperwork for conformity with COOC Standards and Requirements.
- I acknowledge that once submissions are made to the COOC, and if results do not meet the Standard for extra virgin grading, members may have the oil reassessed by a COOC approved sensory panel - additional submission charge will apply.
- Licensee authorizes the COOC to utilize submission data for statistical collection of which may benefit the development of the industry. No individual 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 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: \_\_\_\_\_

## Producer Index

List all (anticipated) market ready oil(s) below as intended for sale, as it should be reflected on COOC materials, **including the COOC website**. This should include your list of all certified extra virgin olive oils available for purchase whether bulk, for retail, or for food services.

If you submit lots and intend 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 (this includes all multiple harvest year blends) should be listed as such, with details outlined in the Producer Olive Oil Submission Form. 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 with a revised copy of this page. The COOC will conduct its marketing efforts for Approved Olive Oils based on the most current documents on file.

#	Brand Name (as sold under)	Bulk / Retail / Food Services	Organic Certified (Yes or No)
1			
2			
3			
4			
5			
6			
7			
8			
9			
10			

**Producer Olive Oil Submission Form**

\*\*Complete 1 Olive Oil Submission Form per oil being submitted to the Program\*\*

Oil Name/ Lot Code: \_\_\_\_\_

Name intended for label if different than oil name/ lot code: \_\_\_\_\_

Volume (in gallons): \_\_\_\_\_ gallons

Harvest Date (MM/DD/YY)	Varietal	Percentage %	Grove Location (City)	Milling Facility	Type of Storage Container ex: stainless steel, fustino, food service plastic drum etc.
<p><b>Will part of this oil be used for a blend? If yes, what blend(s) and percentage of the blend will be comprised of this oil?</b></p>					

## PRIVATE LABEL ENTITY Submission Checklist

COOC Members not producing their own olive oil and purchasing a certified olive oil from an active COOC member are Private Label Entities.

**\*\*If you are purchasing oil from a producer that is not a COOC member, you must submit the oil for certification as a Producer and complete the steps as outlined in the Producer Submission Checklist/\*\***

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

Company/Brand Name: \_\_\_\_\_

Please Complete and Submit the below documents to [suzanne@cooc.com](mailto:suzanne@cooc.com):

- Private Label Entity Agreement (sign)
- Private Labe Entity Index
- Private Labe Entity Olive Oil Register Form (one per oil purchased)
- Copy of Extra Virgin Certificate from Producer (one per oil purchased- contact producer to obtain this)
- Certification Mark and Intellectual Property License Agreement (sign)

### Payment:

Oil Registration Fee: \$45/ oil

Total # of oils: \_\_\_\_\_

### Check:

- Calculate total fee amount: Total # of oils \_\_\_\_\_ x \$45 = \$ \_\_\_\_\_
- Make check out to California Olive Oil Council and include the # of oil submissions in notes.
- Mail to:

*Tidwell Bookkeeping  
ATTN: COOC  
8040 El Camino Real  
Atascadero, CA 93422*

### Credit Card\*:

Select total # of oil submissions in the drop down of the payment link below:

[Oil Submission Payment Link](#)

*\*Payment link total includes a 2.9% + \$0.40 credit card processing fee at checkout*

## Private Label Entity Agreement

Company/Brand Name: \_\_\_\_\_

Name of Primary Contact: \_\_\_\_\_

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

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

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

## Private Label Entity Index

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 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. In the case that the oils in the below list or the composition of the oil(s) are adjusted for 2024 harvest listing, it is the responsibility of the member to provide the COOC a revised copy of this page. The COOC will conduct its marketing efforts of its member’s Approved Olive Oils based on the most current documents on file.

#	Brand Name (as sold under)	Bulk / Retail / Food Services	Organic Certified (Y or N)
1			
2			
3			
4			
5			

**Private Label Entity Olive Oil Register Form**

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

Producer Purchased From: \_\_\_\_\_ Oil Name/ Lot Code: \_\_\_\_\_

Name intended for label if different than oil name/ lot code: \_\_\_\_\_

Volume Purchased: \_\_\_\_\_ gallons

Harvest Date (MM/DD/YY)	Varietal	Percentage %	Grove Location (City)	Milling Facility	Type of Storage Container stainless steel, fustino, food service plastic drum etc.
Will part of this oil be used for a blend? If yes, what blend(s) and percentage of the blend will be comprised of this oil?					
<b>Processing, Packer and Storage Entity Information</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>	

## Notice of Eligibility and Rights of Usage

### 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.

Companies participating in the program are authorized and granted the right to display and use, as depicted in “COOC Certification Marks Subject to License”, 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. In order to maintain accurate traceability, producers or private label entities must complete and submit paperwork independently of the company that mills their oil(s). Millers are free to physically send oil(s) on behalf of a producer or private label entity to the COOC, but the paperwork should be completed and returned from the producer or private label entity to ensure it is understood the oil(s) is owned by the producer or private label entity and not the miller.

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 and Requirements”. 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 Property, or right or claim to enforce the



Intellectual Property owned by the COOC, without the explicit written authorization of the COOC.

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.

## Certification Mark and Intellectual Property License Agreement

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

### 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") for the purpose of evaluation by the COOC in accordance with the Standards set forth in the Standards and Requirements document. Provided the olive oil meets the Standards, 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. Intellectual Property Subject to License. Seal of Certification Marks (Generic and Harvest Seal) and the California Fresh Membership Mark<sup>1</sup> can be obtained in sticker and digital formats. 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 requirements or use the digital artwork of the Harvest Seal. There can be no deviation or alteration of the Marks (COOC Certification Marks Subject to License – Table 4) in color, proportion, nor be edited to any dimensions smaller than 7/8" in diameter.
  - a) 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.
  - b) The COOC Seal, whether Generic or Harvest, is valid for twenty-four months post-harvest
    - i) Technical support used to determine a "Best if Used By" date may be provided indicating a shelf life greater than twenty-four months.
  - c) If purchasing Generic Seal stickers, the licensee will only be able to purchase rolls of 1,000 stickers, as these will be applicable for use on future harvest oils given the member remains in compliance of membership and complete the annual requirements outlined in the active Seal Certification Program.
  - d) The use of the Generic Seal is permissible if **ALL** of the following conditions are met:
    - i) 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 2024 or 11/2024). Due to readability issues and fading, laser etching must be pre-approved by the COOC to ensure clarity.

**Please initial**

    - ii) The licensee acknowledges that they must apply for use of the Generic Seal annually, in line with the Seal Certification Program. **Please initial**
3. 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 for chemical and sensory analysis 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 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 of the Standards and Requirements document.
  - 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 inform the COOC immediately of any material change to any of the foregoing.
4. 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 that 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 co-packer is used, Licensee agrees and authorizes the supplier or co-packer 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.
5. 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 in COOC Certification Marks Subject to License- Table 3 and 5.
- 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. Licensee agrees to abide by said Fee for the embedding of the Mark onto the label of the Licensee's vessel.
6. 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 twenty four months from the harvest of the Approved Olive Oil<sup>3</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.
7. 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.
8. 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, 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.
  9. 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.
  10. 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.
  11. 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.
  12. 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.
  13. 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.
  14. Governing Law. This License shall be governed by, and construed in accordance with, the law of the State of California.
  15. 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.
  16. 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 has executed this License Agreement effective this day of \_\_\_\_\_, 20\_\_\_\_

Licensee:

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

By (signature): \_\_\_\_\_ . By (printed): \_\_\_\_\_