

HICA's 'safe-to-use product' Logo

Licence Guidelines

(22th November 2019)

1 OBJECTIVE

A- Home Insect Control Association (HICA) (www.hica.co.in) was incorporated in 1995 to facilitate consumer awareness and promote the safe and effective use of insecticides to help keep Indian homes pest-free. HICA is non-profit making incorporated Company.

B- HICA has waged war against manufacturing, distribution and selling of pesticides or insecticide laced agarbattis or incense stick or other products made without valid license either from Central Insecticide Board Registration Committee (CIB-RC), Faridabad, Haryana or product registration granted by the Federal Authorities in India under the Drugs & Cosmetics Act (FDA).

C- Unlicensed activity to manufacture and distribute pesticide / chemical laced agarbattis is illegal and impacts the health of consumers given the un-regulated use of insecticides in manufacturing such agarbattis. HICA has taken upon itself enforcement of the law with the help of respective State Government Department of Agricultural at various geographic locations and the Central Ministry of Agriculture and its Plant Protection adviser in Krishi Bhavan, New Delhi. Despite such efforts, the supply of illegal pesticide-laced agarbattis continues to grow in various markets in India. This situation led HICA to consider further campaigns to create education and awareness about the licensed/approved "home insecticide products" for ease of correct identification by the members among trade as well as the consumers.

D-In line with such awareness campaign efforts, HICA has created a logo for use by its members, on their respective branded home insecticide formats/products which all have obtained a prior approval from CIB-RC, Faridabad or FDA as the case may be. The objective of use of such logo by members of HICA voluntarily is to distinguish and differentiate and rightfully identify and advocate the lawful 'home insecticide products' manufactured by the members of HICA so that the Indian consumers can correctly chose the lawful formats/products and not substitute their consumer choice with cheap & harmful-to-health agarbattis.

2 HICA 'SAFE TO USE' LOGO

A- A HICA logo intended for use-on-licence basis, by manufacturers /marketer of CIB-RC registered or FDA registered 'home insecticides' is depicted and reproduced below;



B- These guidelines are formulated for the purpose mentioned in objective above so as to make aware the manufacturers/marketer of CIB-RC approved or FDA registered/approved 'home insecticides' products that such logo can be made available by HICA on a licence basis to be used on their product's packs.

C- These user guidelines are in respect of the said HICA logo licence illustrated above. Such of those product's described as "**Registered Member Products**" (**hereinafter referred as "RMP"**) with name of "**HICA**" and "**tick device**" will signify the right member "safe to use" product, hereinafter referred as "**RMP**" to the general consumers at large.

3 HICA CORPORATE LOGO

A- Registered Members of HICA must note that the below Corporate logo of the HICA remains unchanged and is not being licensed but only the RMP logo is being put up for licensing under these guidelines.



4 USER REQUIREMENTS

A- The use of RMP logo of HICA on the member's product packs is a completely voluntary option for the members of the HICA. However, upon any member intending such RMP logo of HICA to be used and deciding to exercise such option, the terms of use mentioned and detailed herein must be complied with and relevant payments must be made by such opting member to HICA.

B- RMP logo of HICA is available for use by members of HICA on their home insecticide product formats /packages and all variants or sub variants as indicated above.

C- It is clarified that members having approved products from CIB or appropriate Govt. Authority like Food & Drug Administration or natural products or products

made in terms of traditional knowledge as prescribed in the relevant books or Charak Samhita etc. are eligible to seek use of RMP logo. It is expected that all HICA member products' shall be compliant with Drug & Cosmetics Act , relevant Rules and the Insecticides Act and Rules thereunder from time to time or any amendment thereto including any new legislative changes or notifications.

D- Members will have to provide self-attesting certified copy of its product approval or pending application as the case may be.

E- The RMP logo should not be used in different colour other than being displayed in thick / dark shaded black colour as depicted above and cannot be used in any other stylised or distorted manner.

F- The integrity and consistency of the RMP logo of HICA must be preserved and maintained by all HICA members using such RMP logo.

5 CONSENT / GRANT

A- Members desirous of using the RMP logo of HICA over their 'home insecticide products packages' should seek prior written consent from HICA.

B- Any such opting member must first address an email or letter indicating the willingness to use RMP logo of HICA and abide by the guidelines to HICA providing details of such intended use, full businesses turnover of member that is size of company like total turnover of company, in rupees (crores) with the product name, self-attested certificate of copy of license or approval obtained from CIB or FDA as the case may be and seek HICA's written consent about the proposed use.

C-HICA upon request of opting member of HICA and with his consent being expressed via letter/e-mail shall issue suitable documentation addressed to such opting member, or enter into agreement stating that the RMP logo of HICA is being used by the member as an authorised licensee or as a permitted user. If required the HICA and Member licensee shall apply for registration of registered user agreement.

6 IPR

A- Members unequivocally agrees and confirm all rights, title and interest in RMP logo including Copyright and trademark rights or any other intangible rights fully vest with HICA forever, irrespective whether the RMP logo is registered or not.

B- Further, each Member agrees and confirms that the opting member is only a licensee of the RMP logo during its use and subsequently shall not attempt or apply for any trade mark registration of RMP logo of HICA. In case any member applies for a trade mark registration inadvertently, then such member will disclaim and delete the RMP logo from such trade mark registration and shall not claim exclusivity or ownership under any circumstances.

C- Each HICA Member shall endeavour and provide information in writing about misuse or unauthorised use of RMP logo or use of lookalike or deceptively similar logo to HICA immediately upon becoming aware of such misuse or unauthorised use.

D-HICA reserves all rights for enforcement over RMP logo before appropriate forum.

7 ROYALTY/ LICENSE FEE

A - Each member of HICA opting to use the RMP logo of HICA must discharge and pay upfront and licensee fee for use of the RMP logo as specified hereunder or as may be approved and re-notified by the Executive Committee of HICA from time to time;

	Members with the Company turnover of Rs.500 crores + & having Format/category (Yearly Turnover)					
	Agarbatti	Coil	Liquid Vaporiser	Paper	Aerosols	Others
Category T.O.	10 Cr>	50Cr>	100Cr>	50Cr>	50Cr>	10Cr>
Royalty per FY (RS)	2 Lakhs	3 Lakhs	5 Lakhs	3 Lakhs	3 Lakhs	2 Lakhs
Category T.O.	<10Cr	<50Cr	<100Cr	<50Cr	<50Cr	<10Cr
Royalty per FY (RS)	1 Lakh	1.5 Lakh	2.5 Lakh	1.5 Lakh	1.5 Lakh	1 Lakh
Royalty per FY (RS) (Financial year)	Members with the Company yearly turnover of less than Rs.500 crore ----- For all formats 1 Lakh per format of use					

B- In addition to the annual license fee stipulated above, the opting members of HICA shall pay a onetime fixed sum of Rs. **75,000/** each as development costs of the RMP logo including costs for HICA's future actions for the RMP logo's intellectual property rights' protection.

C- The license to use logo will be on yearly basis. The year shall be **financial year** that is April of the current year to March of the subsequent following year as per English calendar.

D- HICA shall issue invoice for development costs as well as for license fee or both as the case may be. The user of RMP logo shall pay licensee fee on financial year basis.

E- Members intending to use RMP logo after 1st October shall liable to pay only 50% of the license fee as shown above for a year based on their company's turnover for that year.

F- HICA reserve its right to seek additional contributions from members for any IPR enforcement rights over the RMP logo should a need arises in future.

8 TERMS & CONDITIONS

A- RMP logo of HICA without any modifications can be displayed / printed/ inscribed, engraved or used by user-member of HICA on product label/container/wrapper/bottle of their branded home-insecticide product or formats and also in member's print, digital media or in any TVC or any communication, after obtaining relevant licence from HICA with the objective of differentiating such home insecticide product to convey a message of assurance for consumers and their family against the onslaught of illegal, insecticide-laced agarbattis or other such home insecticide products.

B- The placement and use of the RMP logo should be in such manner where such logo is not to depict it as the particular member's associated brand or sub brand. The font size of RMP logo over the product packaging shall be in suitable dimensions to the overall pack. Members shall ensure that the RMP logo shall be conspicuously placed at once either on the front, side or on the back side of the product. Members shall further ensure that logo should not be seen in conjunction with any other logo mandated under any law or obstruct its visibility.

C- Use of RMP logo of HICA by any member should be prominently visible on the product and placed in such size as at the discretion of such member, depending upon space available on its printed product cartons. Any additional approvals required to be obtained for use of such RMP logo of HICA being part of the product label/pack from appropriate Government Authority like CIB-RC or FDA shall also be the sole responsibility of such opting HICA member. HICA shall provide required documents to their member to facilitate such registration.

D- Further members using the RMP logo are not entitle to make a product claim and such brand name shall not be associated directly or indirectly with RMP logo to suggest that the said claim is associated/endorsed or supported by HICA.

E- HICA shall not be held liable and responsible for any claim, damages, and penalty, fees or compensation or prosecution of its member by law enforcement agencies or any person or third party/ies on any ground or for any violation or breach regarding non-compliance of product or product liability in any manner whatsoever except use of RMP logo and such action will be defended in all respect by HICA with help/cost of member.

F- In case of any breach of this guidelines by any defaulting member resulting in any actionable claim against HICA, the defaulting member shall forthwith indemnify HICA from and against all actions, claims, demands, suits, damages, losses, penalties, interest and other charges and expenses (including reasonable legal fees and other dispute resolution costs) which the defaulting member shall

incur or suffer directly or indirectly in connection therewith. Provided, however, the indemnification obligations of HICA shall be only to the extent of the Fees as per these guidelines.

G- No member of HICA is entitled to sub-license or allow or permit or consent any third party or member's associate or group or sister company/ concern/ subsidiary to use the RMP logo of HICA.

H- The RMP logo of HICA can never be used to jeopardise the interests of HICA.

I- These guidelines, terms and obligations for the use of RMP logo are applicable for now to the HICA member's products meant for sale and distribution in India.

J- Upon any member's failure or refusal to pay the annual license fee or one time development fee/costs such members loses its license to use the RMP logo and resulting action thereafter shall be taken up by HICA.

K- These guidelines are being issued under authority and approval of EC. HICA reserve its right to add, amend, modify, alter or explain or clarify the guidelines in the overall interest of HICA.

9 DISPUTE RESOLUTION

A- In the event of any dispute arising out of use of RMP logo or touching licensing aspect of logo between HICA and its member same shall be put before President of HICA in EC meeting whose unanimous decision shall be final and conclusive, binding on all parties to the dispute and other members.

B- HICA reserves its right to seek recourse to legal action for breach of any guidelines after a relevant member is provided with an opportunity of explanation.



HICA Corporate logo for use in official communications



Safe to use Logo for members use on license fee
EC 23-01-2020

