



Claims Policy

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1 PURPOSE AND SCOPE

- 1.1 GAP Connections (“GAPC”) owns the trademark for and other intellectual property rights (collectively “GAPC Intellectual Property”) in and related to its name and logos. GAPC permits limited usage of GAPC Intellectual Property pursuant to a License Agreement, GAPC Logo and License Agreement.
- 1.2 The GAPC Claims Policy (“Claims Policy”) enables Members to make credible and positive claims about GAP Connections and GAP Connections programs such as the GAP Connections Certification Program.
- 1.3 Always refer to the Claims Policy to ensure that the context in which you want to use a claim is not in breach of your agreed conduct as a Member.
- 1.4 The Claims Policy is governed by GAPC Board of Directors.

2 DEFINITIONS

- 2.1 **Active GAPC Member:** An individual or organization that meets the criteria as a Company, Associate or Grower Member, been approved for GAPC Membership, and is in good financial standing with GAPC. In the case of a GAPC Grower Member it must be documented that the individual has participated in a GAPC Program within the last (3) three years.
- 2.2 **GAPC Company Member:** An organization that meets one of the following definitions from the GAPC Bylaws:
 - 2.2.1 **Regular Members.** Any organization that, as one of its significant functions, contracts with growers to purchase agricultural products that are used to produce consumable products shall be eligible for membership as a “Regular Member” of the Corporation, provided, however, that only one membership shall be granted to any group of affiliated business enterprises (including, for example, a parent corporation and its subsidiaries, and in some cases as determined by the Board, a corporation and its subcontractors). Each Regular Member will designate in writing to the President of the Corporation the name of that Regular Member’s representative to the Corporation and the name of that Regular Member’s alternate representatives, if any. All representatives and alternate representatives must be selected from among the principal officers, owners, or employees of the Regular Members whom they represent.
 - 2.2.2 **Non-contracting Members.** Any organization that procures agricultural products by means other than directly contracting with growers in order to further process the agricultural product

and/or manufacture consumable products that contain the agricultural product as a significant ingredient and is aligned with the Corporation's policies and purpose shall be eligible for membership as a "Non-contracting Member" of the Corporation. Each Non-contracting Member will designate in writing to the President of the Corporation the name of that Non-contracting Member's representative to the Corporation and the name of that Non-contracting Member's alternate representatives, if any. All representatives and alternate representatives must be selected from among the principal officers, owners, or employees of the Non-contracting Members whom they represent.

- 2.3 **GAPC Associate Member:** Any organization representing those who have a commercial interest in the agriculture industry (e.g., farm/grower organizations and input suppliers) and agrees with the Corporation's policies, viewpoints, and purpose shall be eligible for membership as an "Associate Member" of the Corporation. There are two types of Associate Members: Private and Public. Those Associate Members representing a private organization or company are Private Associate Members. Those Associate Members representing a public organization or company (including, for example, a land grant University or governmental agency) are Public Associate Members.
- 2.4 **GAPC Grower Member:** Any individual grower of an agricultural product shall be eligible for membership as a "Grower Member" of the Corporation. A grower member must have been actively engaged (i.e., "at risk") in agricultural production for at least three (3) of the five (5) years prior to obtaining membership in the Corporation. A Grower Member may, by payment of membership dues set by the Board from time to time as provided below, become a "Premium Grower Member" of the Corporation. A Premium Grower Member shall have all of the rights of a Grower Member hereunder and shall also be entitled to receive discounts on goods and services through providers who contract with the Corporation to provide such discounts from time to time. Notwithstanding any provision herein to the contrary, in the event a Premium Grower Member shall fail to renew its Premium Grower Membership by paying annual dues as provided herein, such Member shall no longer have the rights of a Premium Grower Member but shall remain a Grower Member of the Corporation unless such Member's membership is terminated as provided herein for a reason other than the non-payment of dues.
- 2.5 **GAPC Certified Grower Member:** A GAPC Grower Member who has successfully achieved GAPC Certification in current year.
- 2.6 **GAPC Consulting Partner:** A individual who provides consulting services to growers who are pursuing GAPC Certification and/or are adopting agricultural standards and practices which produce a quality crop while protecting, sustaining or enhancing the environment, ensure the safety and rights of farm

laborers, and recognize those producers who are committed to a higher standard.

3 REVIEW OF THE GAPC CLAIMS POLICY

- 3.1 GAPC commits to reviewing the Claims Policy at least once a year to ensure it is updated, reflects best practice and is based on GAPC's own experience and the needs of its stakeholders.
- 3.2 Any stakeholder is welcome to share comments or ideas for improving GAPC's Claims Policy. If you wish to do so, please write to jchadwell@gapconnections.com.

4 BASIC CLAIM RULES

- 4.1 Public claims in relation to GAPC or the GAPC Certification Program can ONLY be made by Active GAPC Members, Board Members, and organizations and individuals that have been given express permission pursuant to the Claims Policy or the Board of Directors. Organizations or individuals that are not referenced in the Claims Policy or given express, written permission by the Board of Directors are not allowed to use the GAPC name or logos in any way without prior written consent from GAPC.
- 4.2 All claims not outlined in the Claims Policy must be approved by GAPC as stated in section 13 of this policy. No claims will be reviewed by GAPC before the individual requesting to make them meets the eligibility criteria listed in this Policy.
- 4.3 Claims that require pre-approval by GAPC must follow the Claim Approval Procedure within the Claims Policy.
- 4.4 Misuse of claims may lead to legal action and/or dismissal from GAPC membership.

5 MEMBERSHIP CLAIMS

- 5.1 In order to be able to claim GAPC membership, an individual or organization needs to be an Active GAPC Member, be in good financial standing with GAPC (i.e. paid all applicable membership fees and any other fees or contributions required by GAPC) and be in agreement with the GAPC Membership Code of Ethics.
- 5.2 A membership statement is a claim that enables an active GAPC Member, grower or company, to promote their work with GAPC. These claims can be used separately or in conjunction with each other. Approved membership statements are as follows:

- 5.2.1 Option 1: "I/We/(name of the organization) am/are/is a proud member of GAP Connections".
- 5.2.2 Option 2: "I/We/(name of the organization) partner/s with GAP Connections to improve crop, environmental, and labor management practices in the U.S."
- 5.2.3 Option 3: "I/We (or name of the organization) are/is committed to improving (agriculture, tobacco, and/or hemp) production and management practices in the U.S. with GAP Connections".
- 5.2.4 Option 4: "I/We (or name of the organization) are/is committed to using water resources efficiently, caring for soil health and natural habitats, following soil testing and scouting guidelines to reduce the use of agrochemicals, and respecting workers' rights and wellbeing in the U.S. with GAP Connections."
- 5.2.5 Option 5: "I/We (or name of the organization) are/is committed to caring for the environment and respect workers' rights and wellbeing in the U.S. with GAP Connections."

6 SOURCING CLAIMS

6.1 GAPC Company Members are free to source tobacco or hemp from the supplier or grower of their choice. However, GAPC Company Members that choose to source tobacco and hemp from GAP Connections Certified suppliers or growers are permitted to make the following claims regarding declarations or targets for sourcing tobacco or hemp:

- 6.1.1 Option 1: "We/(name of the organization) are/is committed to sourcing X% of our (tobacco and/or hemp) from GAP Connections Certified suppliers/growers by 20XX."
- 6.1.2 Option 2: "We (or name of the organization) are/is sourcing X% of our (tobacco and/or hemp) from GAP Connections Certified suppliers/growers."
- 6.1.3 Option 3: "By choosing to source from GAPC Certified growers/suppliers we/(name of organization), are/is supporting responsible (tobacco and/or hemp) production through the GAP Connections Certification Program."

7 APPROVED MONITORING FIRM CLAIMS

7.1 GAPC has an annual request for proposal (RFP) process to solicit interested monitoring firms. Upon approval from the Board of Directors, GAPC trains the approved monitoring firms' chosen auditors to become approved auditors to conduct GAPC Certification visits. These approved monitoring firms and

auditors must comply with GAPC Monitoring Protocols, Auditor Code of Conduct and the License and Auditor Participation Agreement. GAPC maintains a public list of approved monitoring firms, which can be accessed at: www.gapconnections.com.

- 7.2 These claims can only be made by approved monitoring firms that are in good standing with GAPC, both financially, and with respect to all required and applicable polices and protocols.
 - 7.2.1 Option 1: [Approved Monitoring Firm Name] is a GAP Connections approved monitoring firm.
 - 7.2.2 Option 2: [Approved Monitoring Firm Name] is entitled to conduct GAP Connections Certification Monitoring Visits with approved and trained auditors.
- 7.3 Approved monitoring firms cannot claim to be the sole provider of the service of GAPC Certification Monitoring Visits.

8 CERTIFIED GROWER CLAIMS

- 8.1 These claims can only be made by or about current GAPC Certified Grower Members. The claims are made by combining the “Option” statement with either “Part 1” or “Part 2.”
 - 8.1.1 Option 1: “GAP Connections Certified growers are growers who...”
 - 8.1.2 Part 1: “strive to use water resources efficiently, care for soil health and natural habitats, follow soil testing and scouting guidelines to reduce the use of agrochemicals, and respect workers’ rights and wellbeing.”
 - 8.1.3 Part 2: “care for the environment and respect workers’ rights and wellbeing”.
 - 8.1.4 Option 2: “Buying from GAP Connections Certified growers, means buying from growers who...”
 - 8.1.5 Part 1: “strive to use water resources efficiently, care for soil health and natural habitats, follow soil testing and scouting guidelines to reduce the use of agrochemicals, and respect workers’ rights and wellbeing.”
 - 8.1.6 Part 2: “care for the environment and respect workers’ rights and wellbeing”.

9 PARTNERSHIP CLAIMS

- 9.1 In order to be able to claim GAPC partnership, an individual or organization needs to be an Active GAPC Consulting Partner, be in good financial standing with GAPC (i.e. paid all applicable membership fees and any other fees or contributions required by GAPC) and be in good standing with the requirements and policies applicable for the GAPC Consulting Partner classification.
- 9.2 A partnership statement is a claim that enables an active GAPC Consulting Partner, individual or company, to promote their partnership with GAPC. These claims can be used separately or in conjunction with each other. Approved partnership statements are as follows:
- 9.2.1 Option 1: “I/We/(name of the organization) am/are/is a proud partner of GAP Connections”.
 - 9.2.2 Option 2: “I/We/(name of the organization) partner/s with GAP Connections to improve crop, environmental, and labor management practices in the U.S.”
 - 9.2.3 Option 3: “I/We (or name of the organization) are/is committed to improving (agriculture, tobacco, and/or hemp) production and management practices in the U.S. with GAP Connections”.

10 READY TO USE CLAIMS

- 10.1 These claims may **not** be re-worded/modified:
- 10.1.1 Option 1: “GAP Connections provides leadership, education, and resources for the adoption and promotion of standards and practices which produce a quality crop while protecting, sustaining or enhancing the environment, ensure the safety and rights of farm laborers, and recognize those producers who are committed to a higher standard.”
 - 10.1.2 Option 2: “GAP Connections connects people and organizations throughout the (agriculture, tobacco, and/or hemp) sector to promote measurable and continuing improvements for the people who produce it and the environment it grows in.”
 - 10.1.3 Option 2: “GAP Connections coordinates the adoption and implementation of standardized practices in the (agriculture, tobacco and/or hemp) sector, streamlining processes for producers and the companies that purchase their products.”

11 CLAIM TRANSLATIONS

- 11.1 If you want to make a claim in a language other than English, please send your inquiry to GAPC. To be approved, translations must be submitted to GAPC for review. The organization's name, "GAP Connections", and program "GAP Connections Certification" must never be translated.
- 11.2 Please allow 15 working days for approval of new translations. Translations must not be published until approval is granted.

12 MISLEADING CLAIMS

- 12.1 GAPC reserves the right to define what constitutes a misleading claim and reject submissions on this basis. Misleading claims include, but are not limited to, claims that deceive or are likely to deceive, even if the information contained therein is factually correct.
- 12.2 While efforts have been made to ensure the claims outlined within this document are only ever transparent and never misleading, the choice to make claims, and the responsibility to ensure claims comply with relevant laws and regulations, lies with the GAPC Member.

13 LOGOS

- 13.1 Use of any of GAPC's logos except for those on approved materials provided to a member or partner (i.e. Certification Certificate, Certification Sign, and/or promotional materials) needs to be approved by the Executive Committee and Executive Director of GAPC.
- 13.2 Logo use approved by the Executive Committee and Executive Director of GAPC will require the individual or organization to sign a GAPC Logo License Agreement and follow the GAPC Logo Guide that details the colors, fonts, and sizing for logos that can be requested by emailing jchadwell@gapconnections.com.
- 13.3 **GAPC General Logos**
 - 13.3.1 The Parent GAPC Logo consists of the full name "GAP Connections" in full-color or in black and white. The Parent GAPC Logo is used only by GAPC unless the Executive Committee and Executive Director approve a Claim and Logo Submission Form that contains its use (Appendix A) and a GAPC Logo License Agreement is signed. All users must follow the GAPC Logo Guide that details the colors, fonts, and sizing for logos.



13.3.2 The Child GAPC Logo consists of the simple “G” image with leaf in either full-color or in black and white. The Child GAPC Logo is used only by GAPC unless the Executive Committee and Executive Director approve a Claim and Logo Submission Form that contains its use (Appendix A) and a GAPC Logo License Agreement is signed. All users must follow the GAPC Logo Guide that details the colors, fonts, and sizing for logos.



13.4 Member Logos

13.4.1 **Supporting Member Logo Use:** In order to be able to use the “Supporting Member Logo” an individual or organization needs to be an Active GAPC Company or Associate Member, be in good financial standing with GAPC (i.e. paid all applicable membership fees and any other fees or contributions required by GAPC) and be in agreement with the GAPC Membership Code of Ethics. Requests for digital copies of the logo need to be made to GAPC by mail or email. A description of use and signed GAPC Logo License Agreement will be required for use.



13.4.2 **Grower Member Logo Use:** In order to be able to use the “Grower Member Logo” an individual needs to be an Active GAPC Grower

Member, be in good financial standing with GAPC (i.e. paid all applicable membership fees and any other fees or contributions required by GAPC) and be in agreement with the GAPC Membership Code of Ethics. Requests for digital copies of the logo need to be made to GAPC by mail or email. A description of use and signed GAPC Logo License Agreement will be required for use.



13.4.3 Certified Grower Member Logo Use: In order to be able to use the “Certified Grower Member Logo” an individual needs to be an Active GAPC Certified Grower Member, be in good financial standing with GAPC (i.e. paid all applicable membership fees and any other fees or contributions required by GAPC) and be in agreement with the GAPC Membership Code of Ethics. Requests for digital copies of the logo need to be made to GAPC by mail or email. A description of use and signed GAPC Logo License Agreement will be required for use.



13.5 Partner Logos

13.5.1 Partner Logo Use: In order to be able to use the “Proud Partner” logo an individual or organization needs to be an active GAPC Consulting Partner, be in good financial standing with GAPC (i.e. paid all applicable membership fees and any other fees or contributions required by GAPC) and be in agreement with the requirements and policies applicable for the GAPC Consulting Partner classification. Requests for digital copies of the logo need to be made to GAPC by mail or email. A description of use and signed GAPC Logo License Agreement will be required for use.



14 ALTERNATIVE CLAIM AND LOGO APPROVAL PROCEDURE

- 14.1 Any request for an alternative claim or logo use must be made by an Active GAPC Member, Board Member, and/or partnering organization or individual.
- 14.2 Develop artwork and/or draft statement. Each individual artwork must be approved by GAPC with the exception of repeat artworks with updated claims from the listed and approved claims within this document.
- 14.3 Submit complete artwork and/or draft statement including details of the background material(s), sizing, and color specs to GAPC using the Claim and Logo Submission form found at www.gapconnections.com and Appendix A of this document. Included in this submission will be (1) the planned launch date of the artwork and/or draft statement and (2) the planned distribution of its use (across the relevant product areas and geographical locations).
- 14.4 Await approval by GAPC. Confirmation of approval or denial will be received within a maximum of 15 working days (3 weeks) after the complete artwork and/or draft statement is received. GAPC will advise if amendments are needed. The artwork and/or draft statement must not be printed, published, or displayed until approval is granted.
- 14.5 GAPC reserves the right revoke approval if (1) artwork or statement is adulterated in any way or (2) individual or organization using artwork or making claim no longer meets the eligibility requirements.

APPENDIX A: CLAIM AND LOGO SUBMISSION FORM

CLAIM AND LOGO SUBMISSION

GAPC defines a claim as ANY (public or non-public) statement, comprised of a logo (if used); a text statement setting apart and promoting a product, business or services; and a link or text guidance on access to further information

To submit a claim or logo use for approval please complete the information below and submit to the Executive Director along with any supporting documentation.

- Claim
- Logo
- Both

Organization Name	
Individual Name	
Grower ID (if applicable)	
Email	
Phone Number	

Claim wording:

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Where and how will claim and/or artwork be used:

Start Date:

Please submit any supporting files or artwork and a signed GAPC Logo License Agreement with this form to GAP Connections, info@gapconnections.com.

Check this box if you have already submitted a GAPC Claim and Logo License

Sign below to acknowledge that by submitting this form you and your organization are aware that it is your responsibility to check local regulations and legislation on claims and logo use.

Name Printed:

Title:

Date:

Signature:

X
