Established: October 3, 2017 Revised: November 25, 2024

Marine Eco-Label Japan (MEL) Logo Usage and Management Regulations



Marine Eco-Label Japan Council

preface

These regulations apply to Marine Eco-Label Japan (MEL) (hereinafter referred to as "MEL"), a standard and certification scheme managed and operated by the Marine Eco-Label Japan Council (hereinafter referred to as the "Council") (hereinafter referred to as the "Council"). "MEL") logo mark (hereinafter referred to as the "logo mark"). The conditions that the user must comply with and the procedures for the use of the logo mark by the user shall be prescribed.



The logo in the above figure is a trademark registration owned by the Council and is protected by the Trademark Law. The use of the logo is not permitted without the permission of the Council. The Council may grant non-exclusive use rights only to applicants who conclude a contract for the use of the logo mark stipulated in Appendix (2). As a general rule, all certification holders shall conclude a logo use agreement with the Council as stipulated in Appendix (2).

The details of the trademark registration are as follows.

Trademark registration No. 5140153 (registered on June 13, 2008)

[Designated goods or designated services, and classification of goods and services]

Category	explanation	example
name		
[Class 14]	It mainly includes precious	Pearls, Jewels
	metals, precious metal products	
	or products coated with precious	
	metals, and jewelry and watches	
	in general.	
[Class 20]	Mainly, furniture and parts	Sango, mother-of-pearl (unprocessed
	thereof, as well as wood, cork,	or semi-processed)

	reeds, rattan, willow, horns,	
	bones, ivory, whale whiskers,	
	shells, amber, mother-of-pearl,	
	sea foam stones, and substitutes	
	for these materials or plastic	
	products.	
[Class 29]	It mainly includes animal	Edible seafood (except live ones)),
	products, vegetables and other	processed marine products, curry,
	edible horticultural crops that	stew or soup base, tea pickled paste,
	have been treated for food or	furikake, tanned foods, edible protein,
	preservation.	etc.
[Class 30]	It mainly includes plant foods	Tea, confectionery and bread,
	that have been treated for food	seasonings, spices, ice cream, sorbet,
	or preservation and auxiliary	processed grains, gyoza, sandwiches,
	materials for improving the	shumai, sushi, takoyaki, meat buns,
	flavor of food.	hamburgers, pizza, bento, hot dogs,
		meat pies, ravioli
[Class 31]	It mainly includes land and	Fishing bait, edible seafood (limited to
	marine products that have not	live bait)), Seaweed, Feed Protein,
	been processed for food, live	Feed
	animals and plants, and feed.	

Note: This classification is based on the Nice International Classification.

(Definition)

- Production Stage Certification: Marine Eco-Label Japan (hereinafter referred to as "MEL")
 Certification based on fishery and aquaculture certification standards
- Distribution Processing Stage Certification: Certification according to the MEL Distribution Processing Stage (CoC) certification standard. It is also called CoC certification.
- Certified companies: Businesses that have obtained MEL's production stage certification (fishery and aquaculture) or distribution and processing stage certification
- Non-certified business operators: Businesses that have not received MEL's production stage certification or distribution processing stage certification and apply for the use of the logo. Specifically, the following businesses are examples.
 - ✓ Charitable and educational organizations and other non-profit non-governmental organizations
 - ✓ Government Agencies
 - √ mass media
 - ✓ Fishery marketing organizations and representative organizations that promote

certified fisheries

- ✓ Authors of publications, publishing companies
- ✓ Accreditation and Certification Bodies
- Logo user: A person who uses the logo with the permission of the Council.
- Certified marine products: Fishery products that have been certified at the production stage of MEL or products manufactured from them
- Non-certified products: Products other than certified marine products (regardless of whether they are marine products or non-marine products)

1. (Scope of application)

The scope of application shall be worldwide. The Council shall establish the following in order to ensure that distributors and consumers can correctly understand certified marine products and to prevent misunderstandings of the quality of certified marine products.

2. (Conditions for Use of Logo)

2.1. When a certified company displays its logo on certified marine products:

- **2.1.1.** Certified companies must ensure that the products that use the logo are certified marine products. The mixing of certified marine products and other raw materials is separately stipulated in Appendix (1).
- **2.1.2.** The certified business operator must ensure that the products using the logo mark are processed and distributed only by a company that has been certified at the distribution processing stage. Even if processing and distribution are carried out overseas by overseas processing and distributors, the logo may be used as long as all such processing and distributors have received distribution processing stage certification.
- **2.1.3.** The certifications described in 2.1.1 and 2.1.2 must be ensured to be within their validity period.
- **2.1.4.** The Certified Business Operator shall use and manage the logo in accordance with the procedures set forth in 4.1.

2.2. When a certification company displays its logo on a non-certified product*:

*Examples of non-certified materials: climbing flags, posters or letterheads, etc.

- **2.2.1.** Certified companies must use their logos to demonstrate their active efforts to conserve resources and ecosystems so that marine products can be optimally used for future generations by obtaining certification at the production stage or at the distribution and processing stage.
- **2.2.2.** The certification company must use and manage the logo in accordance with the procedure set forth in 4.1.

2.3. When the logo is used by a business operator other than a certified company:

- **2.3.1.** Businesses other than certified businesses must ensure that the purpose of using the logo does not conflict with the purpose and business of the Council.
- **2.3.2.** In the event that a business operator other than a certified business operator uses the logo, it must use and manage the logo in accordance with the procedures set forth in 4.2.

3. (Logo License Fee)

3.1. Certifier

All certified business operators shall pay the license fee for the logo set forth below (hereinafter referred to as the "logo mark license fee") as consideration for the license to use the logo mark, regardless of whether or not the logo mark is used. shall be paid to the council.

Businesses that have received production stage certification (fishing)

Total gross tonnage of power vessels used	Logo license fee (annual amount, excluding tax)
Less than 10 tons (including non- powered vessels, not used)	30,000 yen
Less than 10 tons ~ 1000 tons	50,000 yen
More than 1000 tons	100,000 yen

Businesses that have undergone production stage certification (aquaculture) and distribution processing stage certification

Production stage (aquaculture)	Chain of Custody (CoC)	License Fee
Number of Employees	sales	Annual amount (excluding tax)
Less than 10 people	Less than 10 billion yen on a non-consolidated basis or Less than 20 billion yen on a consolidated basis (*)	30,000 yen
Less than 10~100 people	100~30 billion yen or Consolidated 200~50 billion yen	50,000 yen
More than 100 people	30 billion yen or more on a standalone basis or Consolidated ¥50.0 billion or more	100,000 yen

^{*} The higher license fee will be applied on either a standalone or consolidated basis. In addition, the application can be adjusted according to the business situation of the

certified business operator and the actual situation of the transaction volume of the certified product.

Note 1: A business that has received both production stage certification and distribution processing stage certification will be subject to the production stage certification logo license fee. (In this case, the logo license fee will not be duplicated.)

Note 2: If a business operator has obtained multiple production stage certifications or multiple distribution and processing stage certifications, a license fee will be charged for each certification, but the upper limit is 100,000 yen.

3.2. When the logo is used by a business operator other than a certified company:

Unless notified by the Council regarding the license fee for the use of the logo, its use shall be free of charge.

4. (Procedures for Use and Management of Logos)

4.1. If the certification provider uses the logo:

- **4.1.1.** The certification business operator may start using the logo from the time when the certification is issued by the certification body and the logo use agreement stipulated in Annex (2) is concluded with the Council. However, when using the logo mark on a product, the notification of use stipulated in Appendix (3) shall be submitted to the Council and the consent of the Council shall be obtained.
- **4.1.2.** The certification company shall use and manage the logo mark in accordance with the provisions of these regulations and the logo mark use agreement.
- **4.1.3.** Certified companies must report to the MEL Council the type, weight, and value of certified marine products shipped or sold with their logo (Annex (4)). In addition, for companies that have obtained production stage certification, regardless of whether or not the logo is used, all production weights subject to certification shall be reported.
- **4.1.4.** In order to undergo an annual review by a certification body, the certification company must ensure that the management of the use of the logo is carried out in accordance with these Regulations and the logo use agreement, including the submission of the notification of use in 4.1.1 and the reporting of the production weight, etc. in 4.1.3.

4.2. When the logo is used by a business operator other than a certified company:

- **4.2.1.** If a person other than a certified company uses the logo, it must submit a "Logo Mark License Application and Usage Plan (Annex (5))" to the Council.
- **4.2.2.** The Council shall grant permission for the use of the logo mark if it can judge that the purpose of use of the logo mark is appropriate. Permission to use the product

- shall be given within 5 business days, and if the permission cannot be answered within 5 business days, a separate notice will be given.
- **4.2.3.** Businesses other than certified businesses may start using the logo mark at the stage of receiving permission from the Council.
- **4.2.4.** Upon request from the Council, a business operator other than a certified business operator must show the product to the Council at the stage when a sample of the product using the logo mark is completed.

4.3. When the logo is used by a restaurant business operator other than a certified business operator:

- **4.3.1.** The Council may grant the right to use the logo for a limited period of time and to the extent of certified marine products to a food and beverage business operator that has concluded a memorandum of understanding on the limited use of the logo by food and beverage business operators as stipulated in Appendix (6) only if it determines that it will contribute to the spread of MEL certification. The license period shall be a maximum of three months.
- **4.3.2.** When a food and beverage business uses the logo in accordance with this paragraph, the method must convey that the supplier and producer of the certified marine product are certified persons. Usage methods that can be misinterpreted as having obtained certification by the restaurant business operator are not permitted.
- **4.3.3.** Food and beverage businesses that receive a limited license under this paragraph must use and manage the logo in accordance with the provisions of these Regulations and the Memorandum of Understanding.
- **4.3.4.** The fee pertaining to this paragraph shall be determined after consultation with the First Party in light of the license fee required from the Certified Business Operator.

5. (Logo Specifications)

5.1. When the user of the logo uses the logo alone:

- **5.1.1.** When a certified company displays a logo mark on a seafood product, the certification number must be displayed at the bottom of the logo.
- **5.1.2.** When using the logo, the user of the logo mark must ensure that it has a clear contrast with the ground color.
- **5.1.3.** When the logo mark user displays the logo mark in an enlarged or reduced manner, the ratio of height and width after enlargement or reduction must be the same.
- **5.1.4.** The user of the logo mark may receive image data of the logo mark from the Council if necessary.
- **5.1.5.** The user of the logo mark may display the logo mark in parallel with the display mark of other systems.
- **5.1.6.** Users of the logo mark must be sure to refer to the "Logo Mark Usage Guide" and take precautions to avoid misuse.

5.2. If the certifier includes the GSSI with the MEL logo:

5.2.1. In accordance with the communications regulations of the Global Seafood Sustainability Initiative (GSSI), certified companies must place a copy of the MEL logo with the certification number at the bottom of the MEL logo mark only on the

outer packaging of *B2B bulk packaging for certified seafood merchants. A tagline (table below) can be displayed indicating that MEL is a GSSI-recognized fisheries ecolabel scheme.

Japanese	English
MEL is a GSSI* recognized scheme	MEL is a GSSI*-recognized Scheme
*Global Seafood Sustainability Initiative	*Global Sustainable Seafood Initiative
Global Seafood Sustainability Initiative	The Global Sustainable Seafood Initiative
regognizes MEL	recognizes MEL

- **5.2.2.** As a general rule, it shall not be used for the interior or exterior of final consumer packaging.
- **5.2.3.** In the event that a GSSI-approved tagline is displayed pursuant to the provisions of this paragraph, the Certified Entity shall submit to the Council the Notice of Use as set forth in Annex (3) in the same manner as Clause 4.1.1 and obtain the Council's approval.

Supplementary Provisions

These regulations shall come into effect on October 3, 2017.

Supplementary Provisions

These regulations shall come into effect on March 9, 2018.

Supplementary Provisions

These regulations shall come into effect on June 22, 2018.

Supplementary Provisions

These regulations shall come into effect on August 1, 2018.

Supplementary Provisions

These regulations shall come into effect on September 26, 2018.

Supplementary Provisions

These regulations shall come into effect on June 21, 2019.

Supplementary Provisions

These regulations shall come into effect on December 1, 2021.

Supplementary Provisions

These regulations will come into effect on June 16, 2023.

Supplementary Provisions

^{*} B2B stands for Business-to-Business, which means for businesses or for business.

These regulations will come into effect on November 16, 2023. Supplementary Provisions

These regulations shall come into effect on November 25, 2024.

Detailed rules for the mixing of certified seafood with other raw materials

At first

When selling MEL (Marine Eco Label Japan) certified marine products, it is necessary to display them so that consumers can accurately understand the certified marine products that are the raw materials, and so that they do not cause misunderstandings of superiority. The following sets forth the principles for businesses that have been certified at the distribution and processing stage to use the MEL logo by mixing non-certified marine products and non-certified products to manufacture products containing certified marine products. The scope of application of these bylaws stipulates provisions for products used on the human body by person, eating, drinking, application, etc.

Definition:

- Certified marine products: Fishery products supplied by MEL's production stage certification or processed products using them
- Certified companies: Businesses that have obtained MEL's production stage certification or distribution processing stage certification
- Non-certified marine products: Fishery products supplied by companies other than those that have been certified at the production stage, or processed products using them
- Non-certified products: All products other than certified marine products and non-certified marine products that are mixed with certified marine products at the processing stage
- Mixing: A mixture of several marine and non-marine products that are manufactured, processed, and cooked, and should itself be considered a single product, and new attributes have been added, and it is assumed that it will be eaten, eaten, and cooked as a single product. Since it has gone through the manufacturing, processing, and cooking processes, a lot of product information is required from the appearance.
- Combination/assortment: Simply combining or assorting several marine products, but rather than being a single product in itself, it refers to those in which each food is expected to be eaten, eaten, and cooked separately while maintaining its independent form. It is relatively easy to obtain information about the food from its appearance.
- Logo user: A company that sells certified marine products that are a mixture of uncertified marine products and non-certified products as certified marine products, or sells them with the logo mark displayed.

Regulations for mixing certified and non-certified marine products (same fish species)

The user of the logo mark shall not mix certified marine products with uncertified marine products of the same fish species.

2. Regulations for mixing certified and non-certified marine products (different fish species)

When a product is manufactured, processed, or cooked by mixing certified and non-certified marine products, in principle, 95% or more of the marine products contained in the product shall be certified marine products. If the rate is lower than 95%, the name of the fish species and the percentage of certified marine products included in the product must be indicated.



"○○ (fish species name), ○○% (percentage)"

The font should use MeiryoUI 8 points or higher, and it should clearly indicate which fish species are certified marine products.

3. Regulations for mixing certified marine products with non-certified products (other than marine products)

The user of the logo may use the MEL logo without proviso when mixing certified marine products with non-certified products (other than marine products). However, it is desirable to provide an explanation of certified marine products and mixtures so as not to cause excellent or other misunderstandings.

4. Rules for combinations and assortments

"Combinations and assortments" are not subject to "mixing". For example, sashimi platters, sushi platters, seafood bowls, hot pot sets, bento boxes, etc., are served in the fresh fish section, delicatessen section, restaurant, takeout, etc. In these cases, the

certified marine product can be identified and the MEL logo mark can be displayed, or it can be indicated that it is a MEL certified marine product. It is preferable to display it on the packaging container, but it is also possible to describe the certified marine product on a board or panel in a form that is easy for consumers to understand, and to post it in an easily visible place close to the product.

However, this does not apply if certified and uncertified marine products of the same species are combined together and assorted, as there is a possibility of misidentification by consumers. (e.g., sashimi products that include certified and uncertified red bream)

Logo Usage Agreement

Marine Eco-Label Japan Council (hereinafter referred to as the "Council") (A) and XXXX (B), the applicant for certification, use the logo mark (hereinafter referred to as the "logomark") of MEL (Marine Eco Label Japan), which is a standard and certification scheme managed and operated by the Council. That. The contract for the use of the above shall be concluded as follows.

(Grant of the right to use the logo)

Article 1 The First Party shall grant the right to use the logo mark to the User in accordance with the "Logo Mark Use and Management Regulations".

(Scope of Usage Rights)

Article 2 The scope of the right to use the logo mark shall be as follows.

Period of use: Within the validity period of the target certificate (or displayed by year, month, and day: 〇年〇月〇)

Intended for use

(Production stage certified business operator and fish species name):

(Types of Distribution and Processing in Distribution and Processing Stage Certification):

(License Fee)

Article 3 The User shall pay to the First Party annually the license fee stipulated in the "Logo Mark Use and Management Regulations" established by the Council as consideration for the license to use the logo mark. In addition, the license fee paid by the User to the First Party shall not be refunded under any circumstances.

Logo license fee (annual amount, excluding tax): Production stage certification or distribution processing stage certification 00,000,000 yen

(2) The license fee shall be incurred regardless of whether or not the logo of the User is used.

(Presentation of Use and Proper Use of Products)

Article 4 When using the logo mark, the User shall show to the First Party a separately specified notice of use together with the product.

(2) The User shall use and manage the logo mark in accordance with the "Logo Mark Usage and Management Regulations" established by the Council.

- (3) In the event that the use of the logo of the User falls under any of the following circumstances, the First Party or the Certification Body shall request the User to make corrections, and the User shall make the corrections.
 - When the credibility of the logo mark is damaged
 - When using the logo mark other than the scope specified in Article 2
 - When using the logo mark on a product and not submitting the notice of use in Article
 4 (1) to the Council.
 - When it is recognized that the product is not used or managed in accordance with the "Logo Mark Usage and Management Regulations" established by the Council during an annual or extraordinary examination by a certification body.

(Measures to deal with logo-infringing acts)

- Article 5 In the event that the First Party and the Second Party become aware of an infringement of the logo mark by a third party, they shall mutually notify the other party and cooperate with the First Party to deal with the infringement.
- (2) The costs of dealing with the aforementioned infringement acts and procedures shall be determined after consultation with the First Party.

(Termination of Contract and Compensation for Damages)

- Article 6 In the event that the other party violates the provisions of this Agreement or defaults in any other obligation, the Party A or the Party B may terminate this Agreement upon notice. In the event that the other party has a credibility concern, such as a petition for the commencement of bankruptcy proceedings or a petition for the commencement of civil rehabilitation proceedings, this agreement may be terminated without any demand.
- (2) In the event that the First Party or the Second Party incurs damage due to the non-performance of this Agreement, etc., the Party A or the Party B may claim compensation for damages against the other party.

(Termination of Contract Processing)

Article 7 In the event of termination of this Agreement, the Products and Packaging Materials in the Supplier's inventory may be sold for a period of three months from the end of the Contract in principle.

(Written Change/Termination)

Article 8 Changes to this Agreement shall be made in writing, and oral agreements shall not be recognized. In addition, if the certification is suspended as a result of an examination by the certification body, or if the certification is suspended at the request of the User, this Agreement shall be terminated at the time of suspension.

(Contract Period)

Article 9 The effective period of this Agreement shall be one year from the date of conclusion of the Agreement. provided, however, that if there is no written request for cancellation by the expiration of the term, or if the certification continues, the agreement shall continue for another one year under the same conditions as this Agreement, and the same shall apply thereafter.

As described above, since the contract has been concluded, two copies of this document shall be prepared, and Party A shall have one copy each.

XX month XX of XXXX AD

甲)

1-2-1 Uchisaiwaicho, Chiyoda-ku, Tokyo Marine Eco-Label Japan Council Chairperson: Naoya Kakizoe

B)

* Please submit this contact form for each product that uses the logo.

Annex (3)

MEL Logo Usage Notice

Year, Month, Day

To the MEL Council

Company Name: Responsible for:

In accordance with the "Logo Mark Usage and Management Regulations" of MEL (Marine Eco Label Japan), we will notify you of the use of the logo mark as follows.

Scope of use of the logo	trade name
Sold to	 •End consumer •Retail stores (such as ○○ supermarkets, etc., specify specific names as much as possible)
Scheduled to go on sale	Scheduled to be released
Planned Quantity to be Sold	Expected annual sales volume
Production Stage Certification or Distribution Processing Stage Certification	 Certified marine products (fish species) to be targeted Production stage certification holder (certification number) Recipients of Distribution and Processing Stage Certification (Type of Distribution and Processing, Certification Number)
Image of logo mark	(Please attach the image directly or attach a separate design or product photo) Take care to identify and verify the following:

	 Overall image of the product and the place where the logo mark is displayed Displayed authentication number MEL description on the product
	If the logo is to be displayed, traceability up to the production stage must be ensured. Therefore, please check the following. Please □ about your production and distribution stages. Is the producer or operator in front of you MEL certified? ✓ on the bottom □.
Traceability Self-check field	(Check about your production and distribution stages) producer (Fisheries and aquaculture) Wholesalers Distribution Business operator Providers Retailers Food Service Providers (Go back to the producer and check all the MEL acquisitions of suppliers)

Reporting the use of the MEL logo

Year, Month, Day

To the MEL Council

Company Name: Responsible for:

In accordance with the "Logo Mark Usage and Management Regulations" of MEL (Marine Eco-Label Japan), the type, weight, and value of certified marine products shipped and sold with the logo mark are reported as follows.

Aggregation Period	〇年〇月~〇年〇	—————————————————————————————————————		
Types of certified	fish species	Selling weight	Sale amount	classification
		ton	yen	For
		ton	yen	For

^{*} Certified marine products should be listed together by type (product group and fish species).

Reporting on the production status of certified marine products

(fisheries and aquaculture)

As follows, we report the production weight (original weight and raw weight at the time of landing) of certified marine products that have obtained MEL production stage certification.

Aggregation period (calendar	〇年〇月~〇年〇月
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^{*} The unit of selling weight can be kilograms.

^{*} As a general rule, the selling weight should be calculated based on the content of the product. However, an estimate value obtained by multiplying the raw material used by the yield is also acceptable.

^{*} For classification, select whether it is a commercial product or a consumer final packaging product.

Fish species subject to	
Landing weight	ton

^{*} The unit can also be kilograms. If "tail" is used, a conversion factor to weight should be added.

MEL Logo Permission Application Form and Usage Plan

Year, Month, Day

To the MEL Council

Residence Organization Name representative

mark

In accordance with the "Logo Usage and Management Regulations" of MEL (Marine Eco-Label Japan), we will apply for permission to use the MEL logo mark as follows.

Name of the person in charge	
contact	telephone E-mail
Date of application	Year, Month, Day
Products that use the logo	
Intended use	
Overall Product Diagram*	

* If the product that u	ses the logo is a publication: the entire description related to the

* If the product that uses the logo is a publication: the entire description related to the logo must be included.

If the product that uses the logo is a website: The design of the entire page on which the logo is to be displayed must be included.

When using the logo mark on TV or other programs: Describe in detail what kind of program and in what context the logo will be used.

Memorandum of Understanding on Limited Use of Logos by Food and

Beverage Operators

Marine Eco-Label Japan Council (hereinafter referred to as the "Council") (the First Party) and non-certified business operators (users of the logo) XXXX (the Second Party) shall use the logo mark of Marine Eco Label Japan (MEL), which is a standard and certification scheme managed and operated by the Council.He said. A memorandum of understanding will be concluded as follows.

(Grant of the right to use the logo)

Article 1 The First Party shall grant the Second Party the right to use the Logo Mark based on the "Logo Mark Use and Management Regulations" limited to the scope described in Article 2.

(Scope of Usage Rights)

Article 2 The scope of the right to use the logo mark shall be as shown in the following table.

Purpose of use of the		Continuous dissemination and promotion of certified marine
logo		products
Intended display		In-store display of menus, posters, pops, etc., and publicity
		related to the promotion of the product
Certified marine products to be targeted	fish species	bonito
	Production	OOFishery Cooperative
	stage	
	Certifier	
	MEL	MEL-XXX-FXXXXXX
	Certification	
	Number	
	Vendor	OOFisheries
	Certifier	
	MEL	MEL-XXX-CXXXXXX
	Certification	
	Number	
Place of use (store		○○Cafeteria (1-1-1 ○○, ○○区, Tokyo)
name and address)		

Period of use (up to 3	March ~ May, 2025 (3 months)
months)	
Planned procurement	200kg
weight of certified	
marine products	
How to use the logo	* The content must convey that the supplier of the target certified marine product or the producer who traces it back to the fishing and aquaculture industries is the certification holder. (Attachment possible)

(Administrative fee)

Article 3 The Second Party shall pay the following amount to the First Party as a fee for the limited use of the logo mark of this Memorandum.

Fee for limited use of the logo (excluding tax): XX0,000 yen

(Conditions of Permission)

Article 4 The Second Party shall use and manage the logo mark in accordance with the "Logo Mark Use and Management Regulations" established by the Council.

- (2) In addition to the preceding paragraph, the Second Party must meet the following requirements.
 - Uncertified marine products that are identical to the fish species covered by Article 2 are not handled at the target stores and periods. Alternatively, physical and temporal separation is certain.
 - The display of the logo mark at the place of use refers only to the certified marine products to be targeted, and does not constitute a misidentification or misrepresentation that other marine products are subject to certification.
- (3) The Second Party shall, at the request of the First Party, cooperate in confirming the status of use of the logo mark in the store.
- (4) The Second Party shall approve if the First Party posts the scope of the logo mark usage permission under this Memorandum (the certified marine products to be subjected, the place of use, and the period of use) on its website, SNS, etc.
- (5) At the end of the period, the Second Party shall report to the Council the total weight of the certified marine products actually procured.

(Response to Improper Use)

Article 5 In the event that the use of the logo mark by the Second Party falls under any of the following circumstances, the First Party shall request the Second Party to make corrections, and the Second Party shall promptly take corrective measures.

• When the credibility of the logo mark is damaged.

• When the logo is used beyond the scope of Article 2.

When the conditions of Article 4, Paragraphs 1~2 are not satisfied.

• When the use of an inappropriate logo mark is discovered through the confirmation

work of Article 4, Paragraph 3 or a report by a third party.

(Termination of Memorandum of Understanding and Compensation for Damages)

Article 6 In the event that the other party violates the provisions of this Memorandum or any other default, the First Party A or the Second Party may terminate the Memorandum of

Understanding Agreement upon notice.

(2) In the event that the First Party or the Second Party incurs damage due to the non-

performance of this Memorandum, etc., the First Party or the Second Party may claim

compensation for damages from the other party.

(Agreed Contract Period)

Article 7 The effective period of this Memorandum shall be the period set forth in Article 2.

(2) In the event that the Second Party requests an extension of the period of use or re-use,

the First Party and the Second Party shall consult with each other and prepare a separate

written agreement.

As stated above, since the agreement has been concluded, two copies of this document shall

be prepared, and each Party shall have one copy.

Year, Month, Day

The First Party)

1-2-1 Uchisaiwaicho, Chiyoda-ku, Tokyo

Marine Eco-Label Japan Council

Chairperson: Naoya Kakizoe

The Second Party)

25