



TRUST MARK AND LABEL

ecocrest©



SPECIFICATIONS

The Fondazione Acquario di Genova ONLUS, a charity (non-profit) entity participated by several public institutions, is the owner of a trust mark label named **ecocrest**© whose aim is to identify materials and products having mainly an aquatic origin which respond to specific environmental and ethic requirements.

The label, whose use is extended to all Countries in the world, is granted by the Fondazione Acquario di Genova ONLUS according to the following specifications, which are an integral part of the licence agreement, and of any other additional specification specifically defined and required for some products.

1. The **ecocrest**© trust label can be granted only for materials or products of mainly aquatic origin or that contribute to improve aquatic environments or to the protection of aquatic ecosystems particularly endangered.

Materials and products which can benefit from the added value of the trust mark must follow at least one of the requirements herewith listed, following the main principle that they must derive from production systems which are based on the sustainable use of resources according to the regulatory body concerned, fully respecting the laws and regulations concerning the environment and labour in force in the country of origin and the principles established by ILO/UNO for the protection of child labour:

- a. They must be an integral part of a project or production process whose actual objective is reducing the use of materials taken from the natural environment or minimizing wastes or discards;



- b. They must be an integral part of a production process aimed at recycling discards coming from other production cycles, taking care that this recycling will not cause an increase of the initial production destined to a possible primary product;
 - c. They must contribute to the development of techniques and technologies capable to significantly reduce the impact on natural and in particular aquatic resources;
 - d. They must come from craft made production systems which must be based on environmentally friendly techniques and must have recognizable geographic limits;
 - e. They must be part of an eco-sustainable production system including a strong solidarity component concerning local populations, above all in poorest areas or in developing countries, with direct economic and social fallouts. Fair trade agreements might be an essential part of this system.
 - f. They must include, especially in poorest areas or in developing countries, local scientific and/or administrative and/or commercial components in their eco-sustainable production process in order to effectively contribute to the development of the existing know-how.
 - g. All steps of the production chain shall respect the gender parity.
2. Every single material or product, for which the license of the trust mark is requested, must be described in detail within a specific agreement between the Fondazione Acquario di Genova ONLUS and the applicant. The applicable qualifying conditions must also be identified according to point 1.
3. Material or product correspondence to one or more preferential conditions under point 1 must be independently verified by experts sent by the Fondazione Acquario di Genova ONLUS. Experts must certify what the applicant has declared and the reality of existing facts and evidence. As far as materials and products within a specific project are concerned, the experts' inspection shall examine any fact or condition that can certify the effective enforcement of the project. A copy of the minutes of the inspection shall be sent to the licensee of the trust mark within 30 days from the inspection date.
4. Costs for inspections, which must be carried out at least every year and in the most inexpensive terms, are charged to the user of the trust mark who shall directly provide to cover them or shall reimburse the documented cost or the equivalent sum to the Fondazione Acquario di Genova ONLUS.
5. If the lack of predetermined requirements is certified by an inspection, the Fondazione Acquario di Genova ONLUS shall immediately inform the trust mark user and, in case the condition or requirement is not being definitely reinstated within 30 days from the communication, the licence for the use of the trust mark will be cancelled.
6. Within the transparency and ethic process which must characterize this trust mark, the qualifying conditions relative to the agreement with the user and linked to every single material and product shall be shown on the Fondazione Acquario di Genova ONLUS website (<http://www.fondazioneacquariodigenova.it/>), including all details regarding the dates when the inspections were carried out.



7. Legitimate requests for commercial or industrial confidentiality are to be respected.
8. The qualifying trust mark must accompany the name of every material or product which is part of the agreement until it reaches the final consumer. The consumers will be able to identify the product by a label to be provided by the producer or by any other electronic tool.
9. By request of the user and upon approval from the Fondazione Acquario di Genova ONLUS, the **ecocrest**® trust mark can also be used in conjunction with a compatible institutional mark or label which is property of the producer or licensed to the producer by a third party.
10. The use of the trust mark in advertising campaigns for certified materials or products must be communicated to the Fondazione Acquario di Genova ONLUS beforehand. The advertising campaign shall take place only after a specific authorisation issued by the Fondazione, except for those cases already predefined within the concession agreement for the mark. Specific conditions shall be established for particular communication campaigns.
11. For using the trust mark, the user shall pay the Fondazione Acquario di Genova ONLUS a free contribution according to the current legislation, which could be established either on a yearly lump sum or on royalty basis or on both bases. The details are specified in the contract concerning the product for which the trust mark **ecocrest**® is agreed.
12. Within the transparency and ethic process which characterizes the trust mark, the contribution to the Fondazione Acquario di Genova ONLUS provided by the user shall be devoted to projects for the protection of aquatic environments or aquatic species, having a particular preference for those projects which include elements of solidarity activities; the contribution could be used also for educational or awareness activities targeting the sustainable use of the aquatic resources. In agreement with the user, as a return for the concession of the mark, the contribution can be destined to a specific conservation or educational or awareness project. In such a case, even the advertising and media communication could refer to the specific project to which funds are devoted according to the conditions established under point 10.
13. The licensee of the trust mark shall have the right to verify at any moment the destination of the funds which have been paid and the status of the supported project.
14. The yearly destination of the funds shall be made public in a specific space on the Fondazione Acquario di Genova ONLUS website (<http://www.fondazioneacquariodigenova.it/>) and in the dedicated site www.ecocrest.org along with the details related to the product as well as the project of destination.
15. Along with the subscription of the separate specific agreement relative to the concession of the **ecocrest**® mark for a single material or product or for various products, the applicant shall sign at the same time and in full acceptance a copy of these specifications. The two documents shall legally represent a joint binding document for both parties which can be modified only by the explicit agreement between both parties.
16. The arbitrary use of the trust mark **ecocrest**® by the licensee, outside of these specifications, shall imply the immediate cancellation of the licence for using the mark itself, except for the



Fondazione Acquario di Genova ONLUS rights for any derived and consequent damage to its image.

17. For solving any possible dispute that may arise from the implementation or the interpretation of these specifications, the parties agree from the date of the signature that they initially intend to turn to arbitration according to the terms in force by the Chamber of Commerce, Industry and Artisan (CCIAA) of Genoa. In the event of lack of solution to the dispute, the competent authority shall be the Court of Genoa.