



**AOECS**  
**Association Of European Coeliac Societies**  
Association internationale sans but lucratif, de droit belge, siège social à Bruxelles

**CHARTA**

**between AOECS and its member associations  
to guarantee a unified European Licensing System  
for the Crossed Grain Symbol on food products**

.....  
AOECS Board of Directors

.....  
Coeliac Society

Date: .....

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**Further documents are integral parts of the Charta:**

**AO ECS Standard with Annexes I - IV**

**License Contract** (sample)

## 1. Preamble

The Charta regulates the use of the Crossed Grain Symbol on food products within Europe providing unified licensing conditions. The purpose of the Crossed Grain Symbol is to promote safe and clear identification of food products which comply with the AO ECS Standard. The permission to use the Crossed Grain Symbol on food products is associated with a harmonised certification system and a license fee. The aim of the Charta is to have more food products available across Europe featuring the Symbol. This will provide the best possible guarantee for people with coeliac disease that these food products comply with the AO ECS Standard and are guaranteed not only inside the country but also in the whole AO ECS territory when travelling.

## 2. Definitions

Within the present document the following definitions and meanings apply:

**Crossed Grain Symbol**, known as **the Symbol** as shown below:



**European Licensing System:** describes the process and conditions which are required to qualify to license the Symbol. It comprises the following documents:

- **Charta:** specifies the European Licensing System and has three Appendices:
  - Appendix I:** Certification Guidance
  - Appendix II:** License fees
- **AO ECS Member:** A full member of the AO ECS as defined in Section 4.1 - 4.1.6 of the AO ECS Statutes.
  - AO ECS Standard:** specifies technical requirements for the food products which are permitted to bear the Symbol, determines the thresholds, the analytical method, the frequency of analytical testing and has four Annexes:
    - Annex I:** List of products which are not permitted to bear the Crossed Grain Symbol
    - Annex II:** HACCP guidance
    - Annex III:** Auditors guide to non conformance
    - Annex IV:** Technical Definitions
- **License Contract:** sample of contract between an AO ECS member acting on behalf of AO ECS and the licensee.

**AO ECS territory:** the territories of all AO ECS members.

**Food products:** foods and drinks for normal consumption and food and drinks which have been specially produced, prepared and/or processed as specified in the AO ECS Standard.

**Registered products:** food products which are licensed according to the European Licensing System.

**Certification:** the process required to be completed in order to qualify for a license as described in Appendix I.

**Qualified staff:** a team or a specialist appointed by the AO ECS member as defined in Appendix I.

**Agent:** persons or companies which manufacture or distribute Registered products and hosts the brand office

**Domestic agent:** a producer of foods whose total Registered products' sales turnover is less than €100,000 or whose total Registered product sales is more than 85% inside the country of residence which hosts the brand head office head.

**International agent:** a producer of foods whose total Registered products' sales turnover is in excess of €100,000 and more than 15% of total Registered products' sales are outside the country which hosts the brand head office head.

### **3. Main statements**

- 3.1 The Symbol is intended to provide people with coeliac disease ease of identification of products complying with the AO ECS Standard based on the worldwide Codex Standard for Foods for Special Dietary Use for Persons Intolerant to Gluten.
- 3.2 All signatories to the Charta are authorised to issue licenses to Domestic and International agents with the legal seat of the head office of the brand in their territory on behalf of AO ECS.
- 3.3 All AO ECS members issuing licenses on behalf of AO ECS must implement the European Licensing System in full and defend any illegal use or misuse of the Symbol.
- 3.4 All signatories to the Charta must align all gluten-free certification, including national schemes, with the ELS by 2018.

### **4. Technical requirements and quality criteria associated with the Symbol**

- 4.1 The technical requirements and quality criteria (specification of the Registered products, thresholds, analytical method and the frequency of analytical controls) are set out in the AO ECS Standard and must be applied equally to all Agents licensing the Symbol.
- 4.2 It is always the responsibility of the food producer to manage production in order to avoid gluten contamination. HACCP Guidance is given in Annex II of the AO ECS Standard.

## **5. Certification, administration and monitoring**

- 5.1 The AO ECS member of the country which hosts the brand head office is responsible for the certification, administration and monitoring as described in the Certification Guidance.
- 5.2 The certification may be carried out either by:
- a qualified auditor as set out in Appendix I or
  - a qualified certification body. In this case the AO ECS member is responsible for checking the compliance of analysis certificates to the AO ECS Standard, Annex I and considers the Audit report.
- 5.3 After the certification is completed, monitoring should be undertaken at least once a year according to the AO ECS Standard 8.1.

## **6. Registration number and licensing register**

- 6.1 Licensed products must bear a registration number in the following format:
- 6.1.1 gluten-free products as defined in the AO ECS Standard in 2.1 a) and 2.1 b) without any oats: country code - company code - product number
- 6.1.2 gluten-free products as defined in the AO ECS Standard in 2.1 a) and 2.1 b) containing oats either as an ingredient or pure oats  
OATS - country code - company code - product number
- 6.2 The company code and the product number shall be issued by the relevant coeliac society and numbered consecutively.
- 6.3 The licensing register shall include the name of the Agent, the address, the brand name if necessary and the Registered products with the specific registration number as described above.

## **7. License fees**

- 7.1 The license fees for all national sales, for both Domestic and International agents, will be entirely at the discretion of the negotiating AO ECS member.
- 7.2 The license fees for national sales covers the costs of the administrative and monitoring procedures, for investment in improving the lobbying for more products across Europe bearing the Symbol and contribute to services helpful for people with coeliac disease on a national basis.
- 7.3 The license fees for international sales are specified in Appendix II.
- 7.4 The license fees for international sales from International agents shall be negotiated by the AO ECS member society which hosts the brand head office. This fee shall be transferred to AO ECS every year according to the terms set out in the Charta in 8.5 and in the contract between the AO ECS and the national society. If products are exclusively produced for export, the costs of the administrative and monitoring procedures are deductible.
- 7.5 AO ECS will receive all license fees obtained from the international sales. Decisions about formula for the use of the funds and the purposes to which they should be put will be set by a formula agreed by the General Assembly.

- 7.6 The AO ECS members who have signed both the Charta and the contract between AO ECS and national member societies to issue ELS licenses, will receive its quota from AO ECS according to the formula agreed by the General Assembly.
- 7.7 Money remaining with AO ECS will be used for legal support for the ELS where required, for investing in new coeliac societies in Europe to improve the availability of products there and to contribute to the expenses required for maintaining the AO ECS office.
- 7.8 For Agents outside the AO ECS boundaries the license will be negotiated by Coeliac UK. The license fee will be distributed between Coeliac UK, AO ECS and international societies as appropriate. The AO ECS portion will be on the basis for international license fees and should be spent as set out in 7.7.

## **8. Duties of the AO ECS members**

- 8.1 The AO ECS member is responsible for the License Contract with Domestic and International agents that have the legal seat of their brand head office in its country. This task will include:
- 8.1.1 completion of the certification procedure according to the Certification Guidance (Appendix I);
  - 8.1.2 provision of advice to Agents;
  - 8.1.3 assurance that the appropriate quality controls for Registered products comply with the AO ECS Standard;
  - 8.1.4 administration of the licensing register and the registration number as described in 6.1 - 6.2 ;
  - 8.1.5 management of financial arrangements and reporting as described in 8.2 - 8.4.
- 8.2 The AO ECS member shall inform AO ECS of new contracts issued.
- 8.3 The AO ECS member shall provide the license register as described in 6.3 of all current licensees to AO ECS by 31 December of each year.
- 8.4 The AO ECS member shall inform AO ECS at the end of the calendar year should a Domestic agent become an International agent and vice versa.
- 8.5 The AO ECS member shall transfer license fees received from international turnover as described in 7.3 – 7.4 to AO ECS.
- 8.6 The AO ECS member shall use any fee income only for purposes as described in 7.2.
- 8.7 The AO ECS member shall promote the AO ECS Standard and shall monitor the market in order to identify as soon as possible any illegal use or misuse of the Symbol.
- 8.8 The AO ECS member shall make all necessary efforts to protect the Symbol from any illegal use or misuse.
- 8.9 The AO ECS member shall make sure that the internal structure/capacity of the society can react in due time in case of any conflicts.
- 8.10 The AO ECS member shall attempt to resolve directly with the Agent in cases where a conflict has been identified. Where the conflict cannot be resolved that matter may be referred to the AO ECS and an expert group will consider the issue and possible support from a legal fund established by the AO ECS for such purposes.

## **9. Rights of the AO ECS members**

- 9.1 The AO ECS member has the right to use the money received from the licence fee from a Domestic agent within its country.
- 9.2 The AO ECS member has the right to receive its quota from international sales according to the agreed formula established by the General Assembly.
- 9.3 The AO ECS member can request at any time from AO ECS a copy of the license lists from Agents in the AO ECS territory.
- 9.4 The AO ECS member may submit a request for support to the AO ECS legal fund to address the illegal use or misuse of the Symbol in its territory where the member does not have sufficient resources of its own.
- 9.5 If an AO ECS member is not in a position to implement the European Licensing System, this AO ECS member may request support from AO ECS. Support may be provided either direct by AO ECS or a nominated experienced AO ECS member acting on behalf of AO ECS.

## **10. Duties of AO ECS**

- 10.1 AO ECS shall maintain a central list of licensed Agents and distribute an annual report to all members.
- 10.2 The list of Agents including the brand will be published on the website of AO ECS, updated on a regular basis.
- 10.3 AO ECS shall enact the General Assembly's decisions on the use of international fees including reimbursement to AO ECS members according to its agreed formula for those who signed the Charta and licensing contract with the AO ECS. .
- 10.4 AO ECS will establish an annual overview stating all financial transactions relating to licensing. The report of the former year will be presented at the General Assembly for approval.
- 10.5 The license fees which remain in AO ECS have to be used for international purposes as defined in 7.6-7.8.
- 10.6 If AO ECS receives a request asking for the necessary support or assistance from a member to implement the European Licensing System, AO ECS should handle this issue either by itself or authorise an AO ECS member who offered their cooperation.
- 10.7 AO ECS shall cooperate with Coeliac UK to agree next steps in a case where an AO ECS member cannot solve a conflict with an Agent.
- 10.8 AO ECS shall undertake the monitoring of the trade mark conflict inside Europe against the classes registered both by AO ECS and Coeliac UK.

## **11. Rights of AO ECS**

- 11.1 AO ECS has the right to receive the license fees from all international sales.
- 11.2 AO ECS has the right to request a copy of any License Contract.

- 11.3 AO ECS has the right to receive the analytical certification of a Registered product if there are severe doubts about the correct usage of the Symbol.
- 11.4 AO ECS has the right to ask the AO ECS member to proceed with additional quality assurance checks if legitimate concerns can be demonstrated. All associated costs will be refunded by AO ECS.

## **12. Domestic and International agents**

- 12.1 A producer of foods whose total Registered products' sales turnover is less than €100,000 or whose Registered products' sales is more than 85% (eighty five percent) inside the country of residence which hosts the brand head office is treated as a Domestic agent.
- 12.2 If more than 15% (fifteen percent) of total Registered products' sales turnover is earned outside the country of residence and the total turnover of Registered products' sales exceeds €100,000, the producer is treated as an International agent.
- 12.3 The certification procedure will apply to all Agents who apply for a license.
- 12.4 Compliance with the AO ECS Standard and the avoidance of cross-contamination is the responsibility of the licensee.
- 12.5 The sample of a License Contract is an integral part of this Charta.

## **13. Existing registrations**

- 13.1 AO ECS members owning trade mark rights may retain their trade mark rights or transfer them to AO ECS. A list of existing registrations concerning the Symbol can be obtained from AO ECS on request.
- 13.2 For all signatories to the Charta, licensing of the Symbol must be undertaken in accordance with the European Licensing System, whether using the locally registered trade mark or that managed by AO ECS.

## **14. Procedural and legal aspects**

- 14.1 The Charta becomes applicable when AO ECS and an AO ECS member have signed the Charta. All signatories must be appropriately authorised personnel of the respective organisations.
- 14.2 The Charta becomes valid after the signature from both parties and continues in full force and effect without limitation of time, except as described in 14.3 - 14.5.
- 14.3 The Charta will be automatically terminated if one of the both parties is dissolved.
- 14.4 If an AO ECS member wishes to withdraw from the Charta, AO ECS should be informed at least six months before the next AO ECS General Assembly. In this case the AO ECS General Assembly decides who will act according to the Charta in this specific country.



- 14.5 Any other reason for termination of the Charta with an AO ECS member will require a vote in the AO ECS General Assembly and a two thirds majority in favour. Where the termination of the contract is accepted, the General Assembly will decide how to handle the European Licensing System in this specific country in the future.
- 14.6 The European Licensing System may only be changed by the AO ECS General Assembly with majority of the votes of AO ECS members.
- 14.7 The Charta does not constitute and shall not be construed as constituting an agency between AO ECS and the AO ECS member.
- 14.8 If any legal disagreement occurs between AO ECS and the AO ECS member, the AO ECS General Assembly will adjudicate on the issue. Any related resolution by the General Assembly must be passed by a majority.

## **Certification Guidance**

1. The coeliac society provides the potential licensee with the AOECS Standard (including Annexes), the licence fee and further advice about the ELS (after contact initiated by the Agent or the coeliac society).
2. The Agent sends an application form including:
  - the certificates of the gluten analysis\*
  - a draft of the packaging including the labelling of the product and the place holder where the Symbol with the registration number should be placed.

\* Please note: only the analytical methods (R5 sandwich ELISA for unprocessed and heat-processed foods and R5 competitive ELISA for fermented and partially hydrolysed products) as specified in Section 6 of the AOECS Standard and also adopted by Codex as a Type 1 method are acceptable.

3. A team or a specialist appointed by the coeliac society checks all papers and clarifies possible open questions with the Agent.
4. If all papers are in order, the date for the audit at the production unit will be fixed.
5. For the audit part of the certification procedure there are following options:
  - a) the coeliac society directly employs Qualified staff to undertake the audit
  - b) the coeliac society deploys a service provider to audit on their behalf
  - c) or the coeliac society uses an existing acceptable assurance scheme, which recognises the AOECS Standard, to undertake the audit.

In case of option b) or c) the coeliac society is responsible for checking the compliance of the analytical certificates to the AOECS Standard, Annex I and considers the audit report.

The audit should be undertaken at least once a year according to the AOECS Standard. To ensure a consistent quality of audit a minimum level of qualification has been set for auditors whether they are employed as an independent service provider or employed directly by a member society of the AOECS with professional auditing training. The following are the minimum requirements:

- a recognized professional auditing qualification and accredited by one of the following certification schemes: ISO 22000:2005, BRC or IFS or also ISO 9001:2015, if specialized in the food sector
- compliance with the AOECS Standard should be confirmed.

If the auditing service is done by a Certification Body (CB), this shall be an accredited CB which conforms to ISO/IEC 17065:2012.

6. The person responsible for the audit should assure that appropriate quality procedures of Food products for complying with the AOECS Standard are initiated and maintained for avoiding gluten contamination and to check the in-house control plan of the producer. Details are included in the AOECS Standard in Annexes II - III.

## AOECS Charta

### Appendix I

7. On completion of a satisfactory audit, the Licence Contract may be signed and rights granted to use the trade mark and its associated registration number which is described in the Charta in 6.1 - 6.2.
8. The coeliac society is responsible for the correct licensing register as described in the Charta in 6.3.
9. The coeliac society shall inform AOECS of any new contracts issued.
10. The coeliac society shall also inform its members via its magazine and/or brochures of the new license using its food lists and website.
11. The Agent provides the monetary turnover of the products based on a reliable source. The coeliac society sends the invoice 2 months, at the latest, after the granting of the license and control payments.
12. The coeliac society transfers the license fee received from international sales to AOECS. The fees are specified in Appendix 2.
13. The coeliac society shall inform AOECS at the end of every calendar year should a domestic producer become an international producer and vice versa.
14. After the initial license is granted, the monitoring should be undertaken at least once a year according to the AOECS Standard 8.1.
15. The coeliac society must provide the license register as described in the Charta in 6.3 of all current licensees to AOECS by 31 December of each year.
16. The coeliac society may request legal support from AOECS to address the illegal use or misuse of the Symbol in its territory where the society does not have sufficient resources of its own.

**AOECS Charta**  
**Appendix II**  
**License fees for international sales**  
 (All amounts are in Euros)

<b>Sales turnover in Euros</b>	<b>Fee in Euros</b>
0 - 25,000	€ 50.00
25,000 - 50,000	€ 100.00
50,000 - 100,000	€ 200.00
100,000 - 150,000	€ 300.00
150,000 - 250,000	€ 400.00
250,000 - 500,000	€ 500.00
500,000 - 1 million	€ 1,000.00
1 million - 2 million	€ 2,000.00
2 million - 5 million	€ 3,000.00
5 million - 10 million	€ 4,000.00
10 million - 15 million	€ 5,000.00
15 million - 20 million	€ 6,000.00
20 million - 30 million	€ 8,000.00
30 million - 40 million	€ 10,000.00
40 million - 50 million	€ 15,000.00
more than 50 million	€ 20,000.00

**These fees can be negotiated  
 +/-25% for specialist producers.**

**For mainstream producers a  
 discount up to 50% may be  
 negotiated.**