



# GTA CERTIFICATION **TRADE MARK** RULES

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# GTA Certification Trade Mark Rules

Rules for the Administration and Use of Certification Trade Marks  
In the name of the Grain Trade Australia Ltd

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### GTA Trade Mark Rules:

First Issued: April 2024

# 1 Introduction

- 1.1 Grain Trade Australia Ltd ('GTA') is a not-for-profit association formed in 1991 to facilitate trade in the Australian grain industry by harmonisation of grain Trading Standards, trade rules and grain contracts. As part of this mission, GTA has created a number of certification trade marks to identify Australian grown grain that meets certain standards.
- 1.2 The following Trade Mark Rules and Trading Standards govern the use of the certification trade marks set out in the Schedule. The Trade Mark Rules and Trading Standards provide a set of verifiable requirements relating to the Certification of Goods and Services which are reflective of the class, variety and quality of the grain produced.
- 1.3 GTA develops and distributes the Trading Standards for use by the Australian grain industry. The Trading Standards are used to measure and describe the physical and commercial properties of grain at the time of inspection.
- 1.4 The purpose of these Trade Mark Rules include the following:
  - a. to create a "level playing field" with regard to the quality of grain being traded which facilitates transparency in pricing and the quality of the Australian crop, benefitting producers and traders alike;
  - b. to ensure consistency in the quality of the grain being traded and the confidence of buyers of Australian grain;
  - c. to describe the particular qualities and characteristics of particular grades of various grain commodities with reference to common characteristics (such as protein, moisture and screenings); and
  - d. to reflect a broad-based industry consensus in relation to quality and specifications.
- 1.5 The Trading Standards contained within these Trade Mark Rules are made in order to fulfil a variety of objectives, including:
  - a. to be industry inclusive by formulating Trading Standards with input from all sectors of the Australian grain industry including producers, sellers, storage providers, domestic consumers, traders and exporters;
  - b. to provide a mechanism for all sectors of the Australian grain industry to have ready access to the Trading Standards;
  - c. to formulate Trading Standards which are easy to interpret and apply;
  - d. to provide commonality across grains for application across all sectors of the Australian grain industry;
  - e. to meet the changing requirements of the trade, including changing customer requirements and State and Commonwealth regulatory requirements; and
  - f. to optimise objective testing wherever feasible and possible.

1.6 In these Trade Mark Rules, unless the context clearly indicates otherwise, each term used in these Trade Mark Rules but not otherwise defined has the meaning given to the term in these Trade Mark Rules:

- a. *'Applicant'* means the person, company or organisation who uses the Trade Mark in accordance with these Trade Mark Rules.
- b. *'Approved User'* means a person authorised to use the Trade Marks in accordance with these Trade Mark Rules and specifically Article 3.1.
- c. *'Approved Certifier'* means a person or legal entity approved by the Licensor to serve as a certifier in accordance with Article 6.
- d. *'Buyer'* means a party with whom a Seller intends to engage in a transaction for the provision of Australian grain under and/or by reference to one or more of the Trade Marks.
- e. *'Certification'* means the action or process of providing an Applicant or Approved User with a Licence to use the Trade Marks in accordance with Article 4.
- f. *'Goods'* means the goods set out in item 2 of the Schedule.
- g. *'Licence'* means a legally binding contract, issued by the Licensor, between the Licensor and the Licensee in respect of the Licensee's right to use of the Trade Marks.
- h. *'Licensee'* means an Applicant authorised by the Licensor to use the Trade Marks.
- i. *'Licensor'* means Grain Trade Australia Ltd (ACN 097 228 656).
- j. *'Licensor's Dispute Resolution Trade Mark Rules'* means the GTA Dispute Resolution Rules published on the GTA website current as of the date of approval of these Trade Mark Rules, and any amendments or alterations that the Licensor may make to the GTA Dispute Resolution Trade Mark Rules from time to time.
- k. *'Licensor's Trade Rules'* means the GTA Trade Rules as published on the GTA website current as of the date of approval of these Trade Mark Rules, and any amendments or alterations that the Licensor may make to the Licensor's Trade Rules from time to time.
- l. *'Trade Mark Rules'* means the Trade Mark Rules governing use of the Trade Mark as set out in this document.
- m. *'Seller'* means a party with whom a Buyer intends to engage in a transaction for the provision of Australian grain under and by reference to one or more of the Trade Marks.
- n. *'Services'* means the services set out in item 3 of the Schedule.
- o. *'Trading Standards'* means the Trading Standards .
- p. *'Trade Marks'* means the trade marks set out in item 1 of the Schedule which are owned and maintained by the Licensor and which are used to represent to the marketplace that an Approved User is certified under these Trade Mark Rules.
- q. *'Website'* means the Licensor's website accessible at <http://www.graintrade.org.au/>.

## 2 General Provisions

- 2.1 The Trade Marks are the sole property of the Licensor and shall not be used by any person except with the authority of the Licensor.
- 2.2 The Licensor is responsible for the administration of the Trade Marks and for making and implementing these Trade Mark Rules.
- 2.3 These Trade Mark Rules apply to:
- a. all Applicants applying to use the Trade Marks after the date of approval of these Trade Mark Rules; and
  - b. all Licensees whose Licences to use the Trade Mark are executed after the date of approval of these Trade Mark Rules.
- 2.4 In the event of any suspected or alleged counterfeiting, or infringement or non-compliance with the Trade Mark Rules, Licensees may on the reasonable request of the Licensor be required to assist in providing evidence to assist the Licensor to pursue such action as may be appropriate.
- 2.5 A reference to a law, regulation, code or policy includes any subordinate instruments made under it and any amendments, consolidations, re-enactments or replacement of any of them as made from time to time.
- 2.6 Matters arising in relation to these Trade Mark Rules shall be governed and determined in accordance with the laws of the state of New South Wales.

## 3 Certification Requirements

- 3.1 Approved Users holding a current Licence may replicate and use the relevant Trade Mark on stationery, literature, packaging, marketing materials and advertising subject to the following requirements:
- a. the Trade Marks are only used in connection with Goods or Services that meet the criteria specified in the Trading Standards;
  - b. the representation of the Trade Marks is not amended or adjusted in any way;
  - c. the Trade Marks are only used in a manner that complies with these Trade Mark Rules, the Trading Standards and the Licence;
  - d. the Trade Marks are not used in a way which is likely to mislead or cause confusion;
  - e. on suspension or withdrawal of a Licence, the Approved User must immediately discontinue all use of the Trade Marks;
  - f. the Approved User immediately ceases use of the Trade Marks if it becomes aware that its use of the Trade Marks no longer complies with these Trade Mark Rules, the Trading Standards or the Licence;
  - g. the Approved User does not use its Certification in a manner that would bring the Licensor into disrepute; and
  - h. the Approved User ensures compliance with all applicable regulatory requirements, including but not limited to those relating to chemicals, pesticide residues, Genetically Modified Organisms' (GMO's) and varietal declarations.

## 4 Licences to use the Trade Marks

- 4.1 Prior to the issue of a Licence every Applicant shall:
- a. agree to be bound by the general terms and conditions of the Licensor organisation;
  - b. if requested by the Licensor, permit their premises and goods to be inspected during normal working hours by a duly authorised representative of the Licensor and permit the said representative to take away such specimens of those goods as may reasonably be required for testing by or on behalf of the Licensor;
  - c. satisfy the Licensor that they carry out or intend to carry out a business in the Goods described and conduct its business in good faith;
  - d. only use and apply the Trade Marks on the relevant Goods;
  - e. satisfy the Licensor that their systems, protocols, methods, processes and records of quality control conform or will conform to the criteria set out in Annexure A and Annexure B attached;
  - f. if requested by the Licensor, comply with all reasonable directions on the use, stylisation, font, marketing, promotion or advertisement of the Trade Marks;
  - g. comply with the Trading Standards;
  - h. if demanded by the Licensor, provide a written undertaking that he or she will take all reasonable precautions and exercise all due diligence to ensure that their relevant goods conform to the Trading Standards and the specifications set out in the attached Schedule

If all requirements of sub-paragraphs a. to h. above have been met, a Licence may be issued to the Applicant, who shall thereupon become a Licensee.

4.2 A holder of a valid Licence is considered to be an Approved User for the purpose of these Trade Mark Rules, and will be authorised to use the Trade Marks subject to these Trade Mark Rules.

4.3 The Licence is non-exclusive and non-transferable.

4.4 The Licence will continue unless and until terminated in accordance with the provisions of the Licence.

- 4.5 If a Licensee breaches any term or condition of the Licence, the Licensor may, at its discretion:
- a. require the Licensee to take corrective action in order to ensure compliance with the terms and conditions of the Licence;
  - b. suspend the Licensee's Licence to use the Trade Marks until it is satisfied that the Licensee has taken corrective action as necessary to ensure compliance with the terms and conditions of the Licence; or
  - c. terminate the Licensee's Licence to use the Trade Marks with immediate effect.

## 5 Amendment

- 5.1 The Licensor will review the Trading Standards once a year. Current versions of the Trading Standards and Trade Mark Rules are published on the Licensor's Website.
- 5.2 The Licensor may, at its complete discretion, amend these Trade Mark Rules and the Trading Standards contained within at any time. Any alteration, amendment, addition or deletion to the Trading Standards or the Trade Mark Rules and the date from which these changes will have effect will be published on the Licensor's Website or as otherwise declared by the Licensor.
- 5.3 If any changes are implemented which may materially affect the ability of Applicants and Approved Users to conform to the Trading Standards or Trade Mark Rules as amended, Applicants and Approved Users may, at their own expense, be required to demonstrate their conformity with the changes within the timeframe set by the Licensor.
- 5.4 After consideration of the changes the Licensor or Approved Certifier may decide to suspend or withdraw the Approved User's License.
- 5.5 Suspension of License
- a. The Licensor or Approved Certifier may suspend a License for any reason as outlined in these Trade Mark Rules, including:
    - (i) a change that materially affects the Approved User's ability to comply with these Trade Mark Rules;
    - (ii) failure by the Approved User to, on request by the Licensor or Approved Certifier, provide further data or information to prove the Approved User's compliance with the Trade Mark Rules within the prescribed timeframe;
    - (iii) action or lack of action by the Approved User which results in a legal or reputational risk to the Licensor or Approved Certifier;
    - (iv) the Approved User requests a suspension of its License.
  - b. The Licensor or Approved Certifier will inform the Approved User of the suspension and the reasons for its decision.
  - c. During the suspension period, the Approved User must not use the Trade Marks to give the impression that they remain a Licensee.
  - d. The Licensor or Approved Certifier may issue instructions for corrective action that the Approved User must undertake within a timeframe prescribed by the Licensor or Approved Certifier.
  - e. If corrective action is undertaken and the Approved User demonstrates compliance with these Trade Mark Rules within the prescribed timeframe, the Licensor or Approved Certifier will reinstate the License.
  - f. If corrective action is not undertaken within the prescribed timeframe, the Licensor or Approved Certifier may withdraw the License.

## 5.6 Termination of Licence

- a. The Licensor or Approved Certifier may terminate a License for any reason as outlined in these Trade Mark Rules, including:
  - (i) there has been no satisfactory action to resolve a suspension within the prescribed timeframe;
  - (ii) there is evidence of serious misconduct by an Approved User;
  - (iii) continued use of the Trade Marks could result in reputational damage or potential liabilities to the Licensor or Approved Certifier;
  - (iv) the Approved User becomes bankrupt or insolvent, enters into liquidation or has a receiver appointed to its business;
  - (v) the Approved User requests termination of its License.
- b. If a License is terminated, the Approved User must not use the Trade Mark to give the impression that they remain a Licensee.
- c. The Licensor or Approved Certifier will inform the Approved User of the termination and the reasons for its decision.
- d. Once terminated, the owner of the terminated License must obtain the approval of the Licensor or an Approved Certifier for the grant of a new License.
- e. Where an Approved User voluntarily requests termination of a License
  - (i) termination is effective upon receipt by the Licensor or Approved Certifier of written notice requesting termination;
  - (ii) the Approved User may make a written application at any time during the Licence Period requesting reinstatement of the License

## 6 Qualifications to Serve as an Approved Certifier

- 6.1 The Licensor may appoint Approved Certifiers to undertake evaluation and certification activities in accordance with these Trade Mark Rules. Approval may be granted on such conditions or limitations as determined by the Licensor.
- 6.2 Approvals may be confirmed for an indefinite period, subject to the Approved Certifier's ongoing compliance with the approval criteria and performance reviews that may be carried out by the Licensor from time to time.
- 6.3 Before approving the appointment of an Approved Certifier, the Licensor must be satisfied that an Approved Certifier has:
  - a. a sound knowledge of the Trade Mark Rules and the requirements mandated under the Trading Standards to determine if an Applicant or Approved User conforms to requirements;
  - b. sufficient experience in auditing to rely upon these Trade Mark Rules to apply appropriate audit principles, practices and techniques;
  - c. knowledge of general organisation types, structures, governance, practices, information and data systems;
  - d. knowledge of terminology, practices and processes common to the Australian grain industry.
- 6.4 Before being confirmed as an Approved Certifier, a certifier may be required to complete approved training course(s) prescribed by the Licensor.
- 6.5 The Approved Certifier may engage parties with additional expertise to assess an Applicant's ability to meet the Trading Standards outlined under these Trade Mark Rules.
- 6.6 The Licensor may revoke the appointment of an Approved Certifier at any time.



## 7 Dispute Resolution Procedure

- 7.1 If a dispute arises about whether or not the Goods or Services meet the Trading Standards or in relation to any other matter relating to the Trade Marks, the Licensor's Dispute Resolution Rules will apply.
- 7.2 Article 7 applies only to disputes relating to the requirements and procedures for Certification outlined in these Trade Mark Rules. Article 7 does not apply to contractual disputes between a Buyer and Seller relating to commercial transactions involving Goods and Services provided under the Trade Mark.
- 7.3 As soon as practicable after the dispute arises, the Claimant to the dispute must send the Licensor a written request in accordance with Article 3 of the Licensor's Dispute Resolution Rules.
- 7.4 Disputes Relating to a Consignment
- a. The Buyer may examine the Seller's consignments and/or samples of the consignments provided under the Trade Mark subject to the terms contained in the relevant commercial contract and/or the Licensor's Trade Rules and Trading Standards to ascertain the quality and condition of the quality and condition of the consignment. If the consignment does not adhere to the relevant Trading Standards, the Buyer will immediately advise the Seller that the consignment is not of the grade or quality prescribed by the Trading Standards in accordance with their commercial contract terms (if any) or otherwise with Rule 15 of the Licensor's Trade Rules.
  - b. If the Seller contests the notice of rejection provided by the Buyer, a party must comply with the time limits and requirements for documentation and substantiation of a claim in accordance with their commercial contract terms (if any) or otherwise Rule 16 of the Licensor's Trade Rules, and the matter may be submitted for arbitration in accordance with the Licensor's Dispute Resolution Rules.
- 7.5 Arbitration
- a. Should the procedures referred to in Articles 7.1 to 7.4 fail to resolve the dispute, the dispute shall be resolved by arbitration in accordance with the Commercial Arbitration Act 2010 (NSW).
- 7.6 Nothing in these Trade Mark Rules prevents any party from obtaining any injunctive, declaratory or other interlocutory relief from a Court which may be urgently required.

## 8 Submission Address

- 8.1 All notices to be submitted to the Licensor must be addressed to PO Box R1829, Royal Exchange, Sydney NSW 1225, or via email to [admin@graintrade.org.au](mailto:admin@graintrade.org.au).



# Schedule

<p><b>1 Trade Marks</b></p>	<p>SFW1 AGP1 APH1 APH2 ASW1 APW1 AUH2 H1 H2 AUW1 FED1 HPS1 ANW1 SFT1 APWN DR1</p>
<p><b>2 Goods</b></p>	<p><b>Class 31</b> Grains(cereals); Raw grain; Unprocessed grains</p>
<p><b>3 Services</b></p>	<p><b>Class 35</b> Farm management (business management); arranging of trade shows; conducting of trade shows; organising of trade shows; lobbying (promoting, publicising or otherwise representing the interests or concerns of others); marketing and promotional services; marketing information; association services being the provision of business support or advice; providing information, including online, about advertising, business management and administration and office functions; business administration; business representative services; association services being the promotion of the interests of members of the association; provision of business information; the provision of grain market information, general business information to grain growers, general business information for agri-business and grain broking services, all delivered by electronic means, including the Internet; stock control being inventory control for agricultural, horticultural and forestry products; record keeping services in relation to bulk products and storage in relation to agricultural, horticultural and forestry commodities; business management services, advice and assistance directed to farming including crop and grain management and crop and grain protection; lobbying including representing the interests of others in relation to grain growing, agriculture, horticulture, forestry and agronomic services; association services being business support or advice in relation to grain growing and agricultural, horticultural and forestry services; providing information including online for business management and administration in relation to grain growing, agriculture, horticultural, forestry and agronomic services; business representative services; the provision of grain market information, general business information to grain growers, grain producers and suppliers of grain products;</p>

### 3 Services Continued

procurement of contracts (for others), all delivered by electronic means, including the Internet, mobile applications and cloud based software; buying and selling of agricultural and horticultural products, being grains, seeds, fresh fruits and vegetables, natural plants and flowers, foodstuffs for animals and malt via the Internet or by other means; retail and wholesale services provided in relation to agricultural and horticultural products, being grains, wheat, seeds, fresh fruits and vegetables, natural plants and flowers, foodstuffs for animals and malt, and rural plant and equipment, via the Internet or by other means; provision of retail and wholesale services in connection with assisting primary producers to maximise the quality of wheats, grains and pulses for sale or distribution to others, provided in relation to agricultural and horticultural products, being grains, seeds, fresh fruits and vegetables, natural plants and flowers, foodstuffs for animals and malt, and rural plant and equipment, via the Internet or by other means

#### Class 41

Training and educations services; publishing of documents including online; publishing of printed matter; arranging and conducting of conferences; arranging of conferences; conducting of business conferences; association services being the provision of training and education to members of the association; conducting of educational conferences; training and education services for the maintenance of quality control procedures and accreditation of grain grading, grain storage, horticultural grading and storage, forestry grading and storage; association services being the provision of training and education services to association members; conducting of educational conferences

#### Class 42

Quality accreditation services; quality control of goods; quality control advisory services relating to compliance with Trading Standards (quality assurance); certification and accreditation of compliance with quality Trading Standards; providing quality control information on compliance with Trading Standards to others (quality assurance information services); provision of quality control services in relation to accreditation for use of machinery and equipment including optical and scientific equipment used in cereal and grain analysis and grading; Agricultural testing services; agronomy services; agricultural research services; provision of scientific and technical information, advisory and reporting services in relation to crop and grain protection including field crops; provision of scientific and technical information, advisory and reporting services in relation to crop protection including providing nutritional advice for agricultural, horticultural, and forestry crops and pastures; provision of quality control services in relation to agricultural testing services, agronomy services and agricultural research services; provision of agricultural services being crop and grain analysis, research connected with

<p><b>3 Services Continued</b></p>	<p>harvest procedures advice and quality of bulk grain products and commodities; scientific research on cereals and grains, horticultural and forestry products; grain, horticultural and forestry grading services; food testing services including fibre analysis, rheology testing, raw materials analysis, food and feed analysis; grain certification services; food product shelf life testing; shelf life testing of grains used in the food industry, including grains used for bakery products; grain analysis of grains used in baking; research services in the field of agriculture; certification services (quality control); testing services for the certification of quality and Trading Standards; grain research and development; research relating to agriculture; scientific and research services in this class relating to agricultural and horticultural products including plants, seedlings, grains, wheats, seeds, pulses, grains for use as food ingredients, cereals, rice, legumes, fruits, barley, wheat and wheatgrass, seed germ, germplasm and unprocessed cereal seeds; seed and grain testing services; provision of online (non-downloadable) applications (including applications accessible via mobile phone and other portable or hand-held devices) for use by primary producers to maximise yield from the supply of wheats, grains and pulses; provision of online (non-downloadable) applications (including applications accessible via mobile phone and other portable or hand-held devices) for use by primary producers to track quantities, quality, grades, type, delivery and distribution of wheats, grains and pulses; provision of online (non-downloadable) applications (including applications accessible via mobile phone and other portable or hand-held devices) for use by primary producers to select, modify and manage wheat, grain and pulse loads for distribution to others</p>
<p><b>4 Licensor</b></p>	<p>Grain Trade Australia Ltd  PO Box R1829  Royal Exchange  Sydney NSW 1225  Email: admin@graintrade.org.au</p>

**Links to key documents and information:**

- [GTA Dispute Resolution Rules](#)
- [GTA Trade Rules](#)
- [GTA Trading Standards](#)
- [GTA Trade Marks Fact Sheet](#)



*The development of the Grain Industry Trade Mark Rules  
has been undertaken by Grain Trade Australia.*

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