



**Seychelles
Made**

CODE OF PRACTICE

**Rules and Conditions Governing the use of the
Seychelles Made Brand**

This Code of Practice sets out the Rules and Conditions for use of the Seychelles Made Logo and constitutes a legally binding agreement made between the owners of Seychelles Made and the certificate holder organisation concerning the provided access to the Seychelles Made Logo.

Any failure to abide by the provisions herein, certificate holders are seen to be in violation of the Brand.

GLOSSARY

“Seychelles Made Product” means products that are certified as meeting the requirements of the Seychelles Made Standard;

“Agency” means the Enterprise Seychelles Agency;

“Code of Practice” means the Seychelles Made Code of Practice incorporating the rules and conditions governing the use of the Name, Brand and Logo;

“Logo” means the Seychelles Made logo as trademarked by the Ministry responsible for Industry in accordance with the Industrial Property Act, 2014;

“Mark” means the Seychelles Made Trademark consisting of the Logo variations and the Tradename;

“Assessors” means the Seychelles Made Assessors;

“Seychelles Made Assessors” means persons appointed by Enterprise Seychelles Agency to carry out the product assessments.

“Minister” means the Minister responsible for Industry;

“Certificate” means the official document attesting the product(s) as ‘genuinely Seychellois’ received upon a successful application;

“Seychelles Made Certificate” means the Certificate awarded to producers who meet the criteria of Seychelles Made Standards;

“Certificate Holder” means the producer of the registered product(s); and

“Application Fee” means the non-refundable amount to be paid upon application.

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PART I. ABOUT SEYCHELLES MADE

The Seychelles Made Policy was brought forward by the Ministry responsible for Industry as a means of confirming the authenticity of and certifying local products as genuinely 'Seychellois' for the benefit of the consumers and the local producers.

The Policy aims to:

- Authenticate the legitimacy of locally made products, i.e. 'genuinely Seychellois';
- Build trust in the products in the local market as well as in the international market; and
- Empower and promote the local products both domestically and internationally.

PART II. CRITERIA FOR THE BRAND

For applicants applying for the Seychelles Made Brand, their product(s) must meet one (1) of the following criteria:

- a) At least 50% of the final cost of production must have taken place in Seychelles whereby the following formula will be used:

$$\frac{\text{Direct cost of processing + value of originating material}}{\text{Appraise value (ex – factory price)}} \geq 50 \%$$

- b) At least 50% substantial transformation have taken place in Seychelles, which has the following classifications:
1. Change in tariff classification - An imported input must be processed to a degree that the resulting product is classified under a different tariff classification than all of its imported inputs. This implies that the final good must be of a different tariff classification than the imported goods used in its production.
 2. Manufacturing or processing operations - Regardless of a change in its classification, a good will be considered substantially transformed when a manufacturing or value addition process takes place, in Seychelles, through the introduction of a locally originating or produced input which gives the initial product a new characteristic

PART III. THE CODE OF PRACTICE

Objective of the Code

The objectives of the Code of Practice are to:

- Provide information to Seychelles Made Certificate Holders of their rights and obligations to ensure the consistent, correct usage of the Seychelles Made Mark;
- Build consumer confidence that goods promoted in association with the Logo comply with established regulatory requirements for declaring a product as 'Seychelles Made' and promote the benefits of buying Seychelles goods; and
- Enable the Logo to be used to raise the domestic and international profile of goods that are produced in Seychelles.

The Code of Practice does not take precedence over legal requirements. It is the responsibility of certificate holders to ensure that their usage of the Mark does not contravene any legal requirements.

Administration of the Code

The Ministry, as the owner of the Seychelles Made Trademark, has assigned to the Enterprise Seychelles Agency (ESA), the responsibility for the administration of the Mark and the maintenance of this Code of Practice.

Amendment and Review

The Agency may make recommendations to the Ministry regarding the efficiency and effectiveness of the Code of Practice. The Ministry may also review the Code of Practice periodically to determine its efficiency and effectiveness in guiding the correct usage of the Mark, and the efficiency and effectiveness with which the Code of Practice has been administered.

PART IV. RECEIVING CERTIFICATION

Any individual, business or organisation can apply for a Seychelles Made Certificate.

Upon certification, every applicant is required to:

- Agree to the Rules and Conditions stipulated herein and the Seychelles Made Brand Book.
- Agree to the audit activities to be conducted by the Agency.

Application forms can be collected at the Agency's Office, Camion Hall, Victoria or be downloaded on the Seychelles Made website (www.seychellesmade.sc). Applications will be assessed by the Seychelles Made Assessors and the Evaluation Committee will make recommendations to the Agency.

Once an application is deemed successful, the applicant shall be issued a Seychelles Made Certificate.

In instances where an application is rejected by the Agency, the applicant may appeal such decision as provided for by **Rule 32** below.

PART V. RULES AND CONDITIONS

Owner of Seychelles Made Trademark

1. The Seychelles Made Trademark represents the Intellectual Property Rights owned by the Ministry responsible for Industry and as such are valued assets of the Ministry. The Mark must be used in accordance with this Code of Practice and the related regulations.

Authorisation to Use the Brand

2. Any individual, business or organisation who has received certification shall have authority to use the Mark solely in relation to the specific product(s) that have been assessed and approved.

Approval of Application for Certificate or Renewal

3. The Agency will approve an application for a new certificate or renewal of an existing certificate where the following is satisfied:
 - i. Taking into account the information provided in the application and any other relevant information, the products listed in the application meet the appropriate compliance criteria listed in Part II;

- ii. The granting of such a certificate is not likely to bring the Mark into disrepute;
- iii. The applicant has received a copy of the Code of Practice relating to the use of the Mark and agreed to abide by the Rules and Conditions listed herein;
- iv. The applicant has executed the required undertaking; and
- v. The applicant has paid the necessary fees stipulated in Part VI.

NOTE: Applications for renewal must be submitted at least three (3) months prior to the expiration of the Certificate.

Validity Period

- 4. The Agency's approval of an application will be evidenced by issuing a certificate that is valid for the period specified on the certificate. The right to use the Mark expires upon the termination or expiry of the certificate and upon termination or expiry, the Mark must be removed from all products.

Certificate Holders' Register

- 5. The Agency will maintain a register of the following details relating to each current and former certificate holders:
 - i. Registered business name;
 - ii. Trading name(s);
 - iii. Business address;
 - iv. Business telephone number;
 - v. A product list – being a listing of all products identified on the applicant's application, or as amended from time to time in accordance with the rules and conditions herein, that have been approved by the Agency as being compliant with the Certificate.

Inspection of Certificate Holders' Register

- 6. Information on current certificate holders and registered products will be made available on the Seychelles Made website (www.seychellesmade.sc) for inspection by any party, including members of the public. The information will entail the Certificate Holders' business contact details and his/her products that have been certified as Seychelles Made.

Amendment to Details on Certificate Holders' Register

- 7. A certificate holder must notify the Agency within 30 days of any change to the details contained on the certificate holders' register such as a change in company name or a change in the product list with respect to **Rule 14 – 16**.

Application to Certify New/Additional Products

- 8. A certificate holder may apply to the Agency to certify newly added products of his/her organisation or products that meet the appropriate compliance criteria listed in **Part II**. The application will be approved where the Agency is satisfied with all provisions of **Rule 3**.

Deregistration of a Product and Removal of a Product from the Product List

- 9.
 - a. A certificate holder may write to the Agency to have a product deregistered and removed from the product list. Such requests should also contain the clear justification for the records.

- b. The Agency will inform the certificate holder of the approval for removal and details for amended certificate, if any.

NOTE: Where there is a request to remove a product from the product list, all fees paid to the Agency in relation to that product are forfeited to the Agency.

- 10. The Agency may at any time deregister a product and remove it from the certificate product list should the Agency carry out an inspection/assessment and is satisfied that:
 - i. The product no longer meets the criteria to use the Mark with any of the representations set out in **Part II**; or
 - ii. The product is likely to bring the Mark into disrepute.
- a. The Agency will advise the certificate holder in writing of its decision.
- b. Where a decision is made to remove a product from the product list or to change the representation being used with a product, the Agency may direct the certificate holder to take action within a reasonable timeframe to remedy the issue or remove the Mark on the product in question and associated marketing material.

Misrepresentation of Scope of Certificate

- 11. A certificate holder shall not misrepresent the scope of the certificate nor use the Mark in any manner which contravenes the rules and conditions for its use.

Liability in Relation to Use of the Mark

- 12. Every certificate holder is liable in relation to the compliance of its usage of the Mark. The rights given through the certificate are not saleable or transferable in any manner whatsoever and the certificate holder must not in any way sublicense, encumber, mortgage or grant rights under the certificate to any other person other than in accordance with the Seychelles Made Act.

Any attempt to do so will be an offence under the Seychelles Made Act.

Compliance Criteria Relating to the Use of the Mark

- 13. A certificate holder may only use the Mark on products which have been certified as meeting the requirements set out in the Seychelles Made Standards (SS:90).

Requirement for Notification

- 14. Where there is a change to a production process so that a good included on a certificate's product list and scope no longer meets the compliance criteria set out in **Part II**.
- 15. Where there is a change in the source and origin of input:
 - i. The sourcing of a component of production or manufacture of a product included on a certificate scope changes so that the product no longer meets the compliance criteria set out in **Part II**; or
 - ii. Any other event occurs such that the good no longer meets the compliance criteria set out in **Part II**.

16. The certificate holder must advise the Agency immediately and cease using the Mark in relation to that good.

Logo May Be Sized to Meet Users' Requirements

17. Subject to the written consent of the Agency, the certificate holders and other authorised users of the Logo may alter the size, but not the relative proportions, of the Logo to meet their individual requirements.
18. The Logo must be kept clear of competing text, images and other graphic elements. The producer must not intertwine the Seychelles Made Logo and the Logo of his/her organisation. The two Logos must be kept separate and not in conflict with the other.

Note: Reference is to be made to the Seychelles Made Brand Book.

Use of Colour

19. Certificate Holders and other authorised users of the Logo must ensure that the colour used are consistent with the pantone.

Note: No other colours can be substituted other than what is specified in the Seychelles Made Brand Book.

Maintenance of Documentary Records

20. Each certificate holder shall maintain sufficient documentary records to substantiate the compliance of the goods identified on its product list and to satisfy the Agency as to the sales of certified products. These records must be made available to the Agency on request.

NOTE: Certificate Holders are to refer to the Compliance Guide.

Mark Not to Be Applied Outside Seychelles without Permission

21. The Mark may **not** be applied to products, packaging or point of sale material where the products are **packed outside** of Seychelles except with the express permission of the Agency.

The certificate holder must advise the Agency when a product is to be packed overseas and must be able to demonstrate that such products meet the compliance criteria set out in **Part II**.

Complaints Received by the Agency

22. Members of the public may file a complaint in line with the misuse of the Mark either in writing to the Agency or through the Seychelles Made website.

The Agency is to ensure confidentiality of the complaint.

23. Where the Agency receives a complaint about the use of the Mark:

- i. The Agency will advise the complainant, in writing or by email within 14 days of receiving the complaint.
- ii. The Agency will then initiate an investigation in relation to the complaint.

24. The complaint will be logged into the complaints register and may be referred to later where relevant.

Procedure for Complaint Investigation

25. The Agency shall firstly acknowledge receipt of complaints from the complainant, then follow the procedures below in relation to the investigation of the complaints:

- a. Where the complaint involves use of the Mark by a Certificate holder:
 - i. The Agency will issue to that Certificate holder a notice advising that a complaint has been received and describing the nature of the complaint together with a request for relevant information.
 - ii. Upon receiving such notification, the Certificate holder will respond to the Agency, in writing within fourteen (14) days, attaching the requested information.
 - iii. The Agency will evaluate the response from the Certificate Holder to determine whether or not the complaint is valid. This evaluation may include further investigations and enquiries, including site inspections, provided that the Agency has given reasonable notice of such inspection.
 - iv. Should the investigation determine that the complaint against the Certificate Holder is valid, this would be considered as an offence. The certificate holder will be held liable as stated in Rule 29.
- b. Where the complaint involves use of the Mark by a non-certificate holder:
 - i. The Agency will write to the non-certificate holder in question setting out the circumstances under which the Mark may legally be used, and as a non-certificate holder that have used the Mark regardless, commits an offence under the Seychelles Made Act, and shall be liable, on conviction to a fine or to imprisonment.
 - ii. The Agency will also request that the non-certificate holder take action to rectify the situation within 24 hours.

Cancellation of Certificate

26. The Agency will have the right to cancel a certificate by notice in writing upon the occurrence of any of the following events.

- a. The Certificate Holder;
 - i. Stops the production of the products identified on the Certificate; or
 - ii. Is found to have committed a breach of the rules and conditions set out in Part V of this Code of Practice or the Seychelles Made regulations; or
 - iii. Through any act or omission generates a circumstance that damages or is reasonably likely to damage the reputation of the Brand.
- b. A certificate holder wishing to terminate or not renew a certificate shall give the Agency notice in writing.
- c. Where in view of a change in the production process, it is determined that the product no longer meets the requirements and standards to qualify for the certificate.

Obligations of a Certificate Holder on Cancellation of Certificate

27. Following cancellation of a certificate, the certificate holder must:

- a. Immediately cease to use the Mark in any manner whatsoever and will not at any time thereafter use the Mark or any other name or sign that is deceptively similar to the Mark;
- b. Immediately remove or cause to be removed from public display any sign, label or poster incorporating the Mark that is in her/his possession, power or control; and
- c. From the date of termination, not hold itself out as being in any way associated with Seychelles Made Brand.

Remedy of Breach

28. The termination notice shall award the certificate holder fourteen (14) days to prove its case to the Agency, after which, if the decision is upheld the certificate holder shall cease the use of and affiliation with the Mark for the product(s) in question.

Offences

29. A person who breaches the rules and conditions of this code of practice, and the regulation, commits an offence under the Seychelles Made Act, and shall be liable, on conviction, to a fine or to imprisonment.

Obligations on Certificate Holders

30. Each certificate holder must permit the Agency to obtain access during normal working hours to such records as specified in **Rule 20** and to make such inspections and enquiries as are necessary to establish whether the production processes and documentation are being used in accordance with these rules and conditions herein.

Right of Appeal

31. Aggrieved applicants have the right to appeal any decision by the Agency that his/her organisation deems to be unjust. All appeals must be made in writing within **fourteen (14) working days** to the **Chief Executive Officer** of the Agency upon receipt of the decision.
32. The CEO shall submit the appeal applications to the Appeal Panel within **three (3) working days**.

PART VI. FEES AND CHARGES

1. The application fee shall vary based on the quantity of products being registered. All applications must be accompanied by the relevant application fee:
 - i. An application fee of SCR 100 will be charged per each product.
 - ii. Registration of 15 or more products = SCR 1500

PART VII. WARRANTY AND INDEMNITY

Warranty

The certificate holder warrants that:

- a. His/her organisation shall adhere to the rules and conditions of Part V;

- b. All materials published on all platforms by his/her organisation bearing the Seychelles Made Mark is true and correct, complies with the law and does not infringe on the rights of any third party.

Indemnity

The certificate holder will indemnify the Agency against any action or claim brought against the entity as a result of his/her use of the Trademarks.

The certificate holder must indemnify the Agency against all losses, costs, demands, expenses and liabilities whatsoever arising out of or referable to any circumstances which would not have arisen but for a breach of the listed warranties.

PART VIII. Declaration

On this day of [Month, Year], I,
..... [Name of Applicant], the owner of
..... [Business Name] agree to adhere to the Code of Practice.

It is hereby declared that following the application process, all products certified remain true to the requirements set out in SS:90 and any changes relating to such shall be pronounced to the Agency.

(For Official Use Only)

Applicant(s) Name:

Date of Agreement:

Validity Period: / / to / / (three (3) years)

Reference No:

In the presence of: (ESA Witnessing Officer)...