



California Olive Oil Council

Membership Agreement 2019-2020

Letter to the Members

Dear Members,

Thank you for your support of the California Olive Oil Council for the 2019 - 2020 harvest year. As a marketing and trade association, the COOC staff and Board of Directors are consistently looking for avenues to increase the value of the COOC.

A few important items:

- Although the 2018 harvest was a down production year, the demand for California grown and certified extra virgin olive oil continues to flourish. The COOC is diligent in the promotion of its members in the marketplace via avenues such as events, seminars, trade shows and various media outreach platforms, and each year the depth of the programs expand. After several years without changes to the Tier structure, this year, the COOC has made adjustments to better mirror the various categories and industry growth.
- Annual review has been made and amended in the Statement of Mission & Code of Ethics and Standards. We ask that you take due diligence in reviewing these two sections.
- As a reminder, your company is considered the 'member' of the California Olive Oil Council. Representatives that will be in contact with the COOC will be the individuals listed in the member profile and on appropriate pages within the COOC website. The primary contact for the COOC should be the first contact listed under the membership. All other contacts, including proprietors, can be listed in the 'Additional Representatives' section of the Agreement.
 - Representatives should use an email (username) and password that will be accessible to all representatives listed under the membership. Each representative will not have an individual login.
 - The COOC will not release its member's information, including username and password, nor provide rights to a profile, to anyone not listed as a representative without written authorization from a listed representative.
 - If the primary representative leaves the company during the membership year, the proprietor should contact the COOC immediately with the changes.
 - This year, space has been allotted in the agreement for members to add individuals within their organization to our e-communications contact list. These individuals will not be listed on the COOC website; however, they will be updated with all events, news and other communications.

Please return **Pages 2, 3 (if applicable), and 8-11** for the completion of your Membership Agreement.

The COOC continues to hold true to its mission in support of its membership. Contact the COOC at info@cooc.com or 888.718.9830 with any of concerns, comments, questions.

Thank you for your support!

The California Olive Oil Council



California Olive Oil Council • 801 Camelia Street, Suite D, Berkeley, CA 94710 • 888.718.9830 •
info@cooc.com • www.cooc.com • Instagram [@californiaevoo](https://www.instagram.com/californiaevoo) • Facebook [@California Olive Oil Council](https://www.facebook.com/CaliforniaOliveOilCouncil)



California Olive Oil Council

Membership Agreement 2019-2020

Statement of Mission & Code of Ethics

The California Olive Oil Council is a trade association with the mission of encouraging the consumption of certified California extra virgin olive oil through education, outreach and communications. The COOC is committed to upholding the highest standards within the olive oil industry through its Seal Certification Program.

Central to that purpose is the establishment and maintenance of a reputation both for producing the highest quality oil and for practicing faultless truth in labeling. The members recognize that any labeling or marketing practice that is misleading to the consumer or unfair to competitors may jeopardize that reputation. Therefore, as a condition of membership in the COOC, I agree as follows:

- I, as well as any entity with which I am affiliated will make every effort to avoid misleading consumers with respect to olive oil. I will not use strident or inflammatory wordage on my website or in my communications or collateral.
- Any oil labeled as extra virgin olive oil from California that is produced, bottled, marketed or labeled by me or at my direction or at the direction of any entity with which I am affiliated will be certified as extra virgin by the COOC, and all marketing activities and materials will be consistent with the terms and conditions of that certification.
- Any oil labeled as extra virgin olive oil from areas other than California that is produced, bottled or labeled by me or at my direction or at the direction of any entity with which I am affiliated will conform to the relevant labeling standards in effect as of July 1, 2019 and all relevant updates throughout the course of the membership year; all marketing activities and materials will be consistent with those standards.¹
- Inherent in this agreement is the requirement that all product meet COOC as well as state and federal requirements.
- Use of the COOC Seal of Certification will fall in compliance with stipulations as outlined in Exhibit A and the annual certification documentation.
- If any action (legal or otherwise), or proceeding arises out of or relating to this Agreement, the COOC shall be entitled to receive, in addition to any other relief that may be granted, the reasonable attorneys’ fees, costs and expenses incurred in the action or proceeding.
- I have read and understand the standards and requirements as outlined in the Standards

I have read and understood the COOC’s California Extra Virgin Olive Oil Standards and Label & Promotional Material Disclosure Requirements (Exhibit B). I and all those associated with this membership pledge to comply with both the letter and the spirit of this Statement of Mission & Code of Ethics and agree that failure to do so, constitutes cause for review of membership status and may lead to membership termination. The 2019-20 member year runs from July 1, 2019 - June 30, 2020.

Signature of Primary Representative: _____ Date: _____

Primary Representative (print): _____

Company: _____

¹ Standards (See page 5-7)



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Membership Tiers and Programs

All members, regardless of production or affiliation, may contact the COOC to upgrade to any level during the member year. The COOC is a member-based and financed 501(c)(6) non-profit trade and marketing association. Your contribution of support is greatly appreciated.

Below are opportunities with membership of the COOC. Additionally, is a list of the Tier levels and fees at which companies (the member) can register at. For olive oil **producers**, Tier levels are dependent on an average of your total production over the last three consecutive harvests (2016, 2017 and 2018). Members not producing their own olive oil, registration is distinguished by growers, retailer/re-packer or an industry resource.

Membership Benefits

Becoming a member of the COOC grants:

- A listing on the COOC website *Meet Our Members* page with website and social media links directing consumers to your company
- A complete company listing is provided on all appropriate pages of the COOC website (i.e. *Bulk Olive Oils, Member Resources, etc.*)
- Opportunity to exhibit at COOC sponsored events highlighting your product
- Promotion of company brand through social media, communications and outreach, and year-round events.
- Access to leading industry resources and contacts
- Communications including industry news, events, competitions and more
- Invitation to COOC Annual Member Meeting
- Voting privileges for board elections

California Grown Licensing Program

As active members of *California Grown*, the COOC offers its membership the opportunity to apply for rights to the “*California Grown*” Advertising and Promotional Campaign. The California Department of Food and Agriculture along with the Buy California Marketing Agreement developed this campaign to increase awareness and consumption of California agricultural products (generic and branded) among California consumers.²



If interested in participation of this program, please indicate below and the COOC will contact you directly to provide details on the application process. Note that this program is available only to active COOC members. Licensing ends if COOC membership becomes inactive.

Yes, I am interested in receiving more information about California Grown and applying for use of the “California Grown” Advertising and Promotional Campaign.

Company: _____

Name: _____ Email: _____

Tiers and Fees

² <http://www.californiagrown.org/>



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For olive oil **producers**, Tier levels are dependent on an average of your total production over the last three consecutive harvests (2016, 2017 and 2018). In the case that you do not have the data for the ‘three year formula’, the tier level at which you register should be based off your estimated production for the 2019 Harvest.

Tier 6 Producers of 75,001 gallons or more **\$ 6,500.00**

Tier 5 Producers of 20,001 - 75,000 gallons **\$ 4,500.00**

Tier 4 Producers of 5,001 - 20,000 gallons **\$ 2,000.00**

Tier 3 Producers of 2,501 - 5,000 gallons **\$ 1,000.00**

Tier 2 Producers of 501 – 2,500 gallons **\$ 500.00**

Tier 1 Producers of 100 - 500 gallons **\$ 400.00**

Micro-producer (99 gallons or less) & Growers (non-producers) **\$ 300.00**

This tier level has been established to include companies that are either growing olives for olive oil production but, do not produce their own olive oil, have started an olive oil company but, are not producing during the 2019-2020 member year and for small producers with an average yield under 100 gallons.

Retailers and Re-packers **\$ 750.00**

This tier has been established and is for companies that source olive oil from producers to sell on their shelves and/or website and/or under their own packaging.

Industry Affiliates **\$ 500.00**

This category is to include companies that provide industry resources and services to olive oil producers and growers but, are not producers or growers themselves. It may include but, is not limited to nurseries, mills, orchard management, printers, bottle suppliers, consultants, restaurants, chefs, educators, orchard equipment suppliers, irrigation equipment and installation, milling equipment and storage tanks, etc.

- Opportunity to exhibit at the COOC Annual Member Meeting Trade Show, March 13-14, 2020 in Monterey, CA



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Standards

As a condition of membership, **all members** who produce a California olive oil labeled as extra virgin must submit their oils annually and prior to the deadline to the Seal Certification Program and agree to abide by all requirements set forth in the Certification Mark and Intellectual Property License Agreement. Failure to submit oils by the deadline will result in non-compliance of membership. Re-packers must complete all appropriate documentation thoroughly by the deadline to remain in good standing. The requirements are provided each year prior to the harvest as noted in Exhibit A below.

EXHIBIT A California Extra Virgin Olive Oil Standards for Certification

- 1) 100% of the oil is from olives grown in the State of California in the United States of America, extracted from the fruit solely by mechanical means under conditions that do not lead to the deterioration of the oil.
- 2) The oil has acidity, in terms of oleic free fatty acid, of not more than 0.5%, a peroxide value of 15 meq O₂/kg or less, and ultra violet absorbency for extra virgin olive oil³; see UVA standards.⁴ (Please note that the COOC chemical values and other requirements may change prior to October 1st of each year in advance of the certification program year. Members will receive a 30-day notice of any changes.)
- 3) The oil must be organoleptically evaluated by the California Olive Oil Council Sensory Panel and found to be free of defects.

Table 1: COOC Standards & Requirements for Certification		
All Producers		
Sensory	Median of Defects	0
	Median of Fruity	> 0
Free Acidity (FFA) (%m/m)		≤ 0.5
Peroxide Value (PV) (meq O₂/kg oil)		≤ 15
UV Absorbency (UV)	K232	≤ 2.4
	K270	≤ 0.22
	Delta K	≤ 0.01
Producers > 5,000 gallons		
Moisture and Volatiles (MOI) (%m/m)		≤ 0.2
Insoluble Impurities (INI) (%m/m)		≤ 0.1
DAGs (%)		≥ 35
PPP (%)		≤ 17

Should state or federal requirements change after October 1st, these requirements may supersede the COOC

EXHIBIT B Label & Promotional Material Disclosure Requirements

The following apply both to labels as well as to promotional materials of all kinds.

³ CDFA Grade and Labeling Standards for Olive Oil, Refined-Olive Oil and Olive Pomace, Section 6

⁴ UVA: This test is required for all producers. It is an indicator of oxidation, especially in oils that have been heated in the refining process. It measures the quantity of certain oxidized compounds that resonate on wavelengths of 232 and 270 nanometers (nm) in the ultraviolet spectrophotometer. Delta K may detect oil treatments with color removing substances and the presence of refined or Pomace Oil by measuring absorbency differences.



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Labeling practice for **all** products sold and marketed by COOC members should uphold the mission of the California Olive Oil Council to provide the utmost transparency when referring to extra virgin olive oil. Any language that may be perceived as misleading to consumers with respect to olive oil may be considered a violation of the COOC Code of Ethics.

- (1) If use of “California” in any phrase such as company name, brand name, or other word or group of words, or images that identify California on the label of any oil sold by the member, then 100% of the fruit to produce the oil must come solely from the state of California.
- (2) Varietal Names: If an oil is named under the same nomenclature of the olive varietal used, then the oil must comprise of at least 85% of the fruit (by weight) denoted.
- (3) Provenance: (i) If reference is made to a specific region within California, then at least 85% of the oil must be from olives grown in that region. (ii) If reference is made to a specific estate within California, then at least 95% of the oil must be from olives grown on that estate. (iii) If any phrase such as a company name, brand name, or other word or group of words except for address or legal information, is in conflict with (1), (3i) and/or (3ii), then the actual location or locations in which the olives were grown must be specified on the front facing label, in type not less than 1/3 the size of the phrase, and in geographic specificity no less precise than the phrase; if the oil is from a less-specific region than the phrase implies, then there must be a disclaimer indicating that the oil is not from the implied location, in type not less than 1/3 the size of the phrase.
- (4) Time of Harvest: 100% of the olives used to make the oil must have been harvested during the time period made reference to. Because the bulk of the harvest typically takes place October to December, the COOC seal certification year refers to the harvest year; for example, the 2019-20 harvest season is deemed to be the 2019 certification year. (i) It is not permitted for product consisting of oils from numerous harvests to bear the COOC Seal of Certification.
- (5) Awards: Any reference to an award, prize, certification, or citation must apply to 100% of the oil and clearly state so. Awards must refer to current awards only, not previous years.
- (6) Cultivation Methods: No reference to cultivation standards or practices (such as organic or sustainable) may be made that is not applicable to at least 85% of the fruit (by weight) used to produce the oil and the reference must comply with state and federal definitions and regulations.
- (7) Production Methods: No reference to extraction methods may be made that is not applicable to at least 85% of the fruit (by weight) used to produce the oil.
- (8) Descriptors: (i) Ambiguous or misleading descriptor words or phrases regarding region, state or provenance are prohibited. (ii) Use of promotional vocabulary that makes reference to production from a specific region, state or provenance that does not represent 100% of the production process including but not limited to, growing, milling, and bottling, coming from that specific region, state or provenance is prohibited.
- (9) Should the member be marketing and/or selling olive oil(s) that do not abide by extra virgin standards, the COOC may not be referenced, nor shall the product be marketed or sold as being extra virgin⁵.
- (10) Members marketing and selling olive oils must submit all labels for approval by the COOC prior to distribution into the market. (i) Flavored oil labels, though excluded from the Seal Certification Program, will be reviewed for compliance and should only make reference to the phrase extra virgin in the Ingredient List⁵. Labeling practices should coincide with the FDA Food Labeling Guide⁶.

⁵ See Attachment D of Seal Certification Kit

⁶ <https://www.fda.gov/media/81606/download> (See page 17 of Food Labeling Guide)



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EXHIBIT C Harvest & ‘Best If Used By’ Dates

- 1) The COOC requires the use of harvest date either in the form of the COOC Mark (of which harvest year is embedded) or if using the Generic Mark, harvest month and year must be clearly indicated on packaging.
- 2) ‘Best If Used By’ dates are not a requirement of the COOC; however, if such is indicated, the date denoted must not exceed 24-month post-harvest.
 - a) Any variance in the above noted recommendation must be supported by technical evidence outlined in Table 1 under “Producers > 5,000 gallons”
 - b) The COOC reserves the right to sample oils that exceed 18 months post-harvest to ensure quality.

EXHIBIT D Trademark and Artwork

- 1) The California Olive Oil Council holds registered ownership of The California Olive Oil Council Certification Mark. Upon full completion of the Certification Mark and Intellectual Property License Agreement, permission to use the COOC Certification Mark⁷ on packaging and for use of marketing, in accordance with, and subject to, the provisions of the Agreement.
- 2) Use of COOC Marks should not portray adaptations in color (See Table 2), proportion, nor be abridged to any dimensions smaller than 7/8” in diameter.
- 3) The Marks should not be altered in any way other than noted above, unless written permissions have been provided by the COOC.

Table 2: COOC Marks Color Scheme				
	Green & Yellow Seal	Green & White Seal	Black & White Seal	Grey Scale Seal
PMS	Green: 343 Yellow: 127	Green: 343 Black: 0	Black: 100% White: (Black) 0%	Black: 100% Grey: (Black)15%

EXHIBIT E Filtering, Racking and Storage

- 1) In order to preserve the highest quality of your olive oil(s), The COOC encourages that producers remove sediment and water from their oil by means of processes such as filtration and/or racking. Excess sediment is amongst the most common contributing factors for oils not meeting extra virgin grade due to anaerobic fermentation, which may also result in a short shelf life.
- 2) Storage of fruit (during harvest and prior to milling) and oil should be in cool, dark spaces, away from light, air and heat, otherwise one risks the increased chance of oxidation. Storage of unracked and/or unfiltered oil over extended periods of time can also contribute to degradation that shorten an oil’s shelf life. Storage vessels should be faultlessly clean prior to use and meet food grade requirements. The COOC encourages that members refrain from the use plastic drums or bags for these practices are vulnerable to leeching, seepage and breakage.

⁷ United States Patent & Trademark Office - Registration Number: 4674159

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Membership Level & Dues Calculation

For explanations of tiers, refer to the Membership Tiers & Programs (See pages 3-4).

All members, regardless of production or affiliation, may contact the COOC to upgrade to any level during the membership year. Renewing members, completing this application after the August 15, 2019 renewal deadline are subject to a \$50 administrative fee. The COOC is a member-based and financed non-profit 501(c)(6) trade and marketing association. Your contribution of support is greatly appreciated.

Please check one:

Form with checkboxes for membership tiers: Tier 6 (\$6,500.00), Tier 5 (\$4,500.00), Tier 4 (\$2,000.00), Tier 3 (\$1,000.00), Tier 2 (\$500.00), Tier 1 (\$400.00), Growers | Micro-producer (<100 gallons) (\$300.00), Retailers | Re-packer (\$750.00), Industry Affiliate Level (\$500.00)

Trade Name/DBA: _____
(As should be displayed on COOC website)

Legal Business Name (if applicable): _____

Primary Representative Name: _____ Title: _____

Primary Phone: _____ Mobile Phone: _____

Fax: _____ Website: _____

Representative Email: _____

Consumer Contact Email: _____
(listing on Meet our Members page)

Facebook Page: <https://www.facebook.com/> _____

Instagram Handle: <https://www.instagram.com/> _____



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Billing Address: _____

City: _____ **State:** _____ **Zip Code:** _____

County (California-based members): _____ **Country:** _____

Shipping (If different than Billing Address - Please note that the COOC does NOT utilize services that deliver to a PO Box)

Address: _____

City: _____ **State:** _____ **Zip Code:** _____

County (California-based members): _____ **Country:** _____

Additional Representatives: If applicable, these should be individuals that will be in regular contact with COOC staff and consumers in efforts of the COOC mission, i.e. marketing contact, sales contact, milling contact, etc.

Name: _____ Title: _____

Email: _____ Phone: _____

Name: _____ Title: _____

Email: _____ Phone: _____

Name: _____ Title: _____

Email: _____ Phone: _____

Name: _____ Title: _____

Email: _____ Phone: _____

E-communications: Other than the representatives listed above, please list any other individuals from your organization that should be receiving our e-communications, include the OLEA Newsletter and e-blasts about events and opportunities available to members. These individuals will only be added to our internal contact list and will not be listed on the COOC website.

Name: _____ Email: _____

Name: _____ Email: _____

Name: _____ Email: _____

Name: _____ Email: _____



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Services/Operations (Check all that apply)

- Grower Producer Packer Miller Retailer Re-packager
- Micro-producer Custom Miller

If a Custom Miller or a Packer:

Contact: _____ Title: _____

Email: _____ Phone: _____

Only if you allow visitors:

- Ag-Tours Retail Store Tours Tasting Room

Contact: _____ Title: _____

Email: _____ Phone: _____

Address: Billing Shipping Other

Street: _____

City: _____ State: _____ Zip Code: _____

Industry Resources (This will reflect on the *Industry Resources* page)

- Approved Labs Consulting
- Equipment & Fabrications Olive Tree Sourcing
- Agricultural Supplies & Pest Control Tabletop / Artwork
- Packaging/Bottling/Label/Art Bulk Olive Oils
- Other: _____

Description of Services: _____



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The COOC values your support

Why California Campaign: The COOC is embarking on our largest campaign to date. This important initiative will be to help educate consumers of the benefits and reasons to purchase 100% California EVOO and help them navigate the marketplace by seeking products that bear the COOC Seal. Our ultimate goal is to drive increased awareness, advocacy and purchase intent of 100% California EVOO while creating groundswell of sentiments from consumers, local CA growers, and leading brands and producers like you who can help to demonstrate a collective passion for 100% CA Seal Certified oils. We need the support of all our members and hope you will all join in this crucial industry-wide effort.

Check the box for your contribution:

\$100 Other Amount \$ _____

The COOC is grateful for general contributions that are made to help support the marketing and operations of our organization, including but, not limited to staffing, educational opportunities and outreach.

Check the box for your contribution:

\$100 Other Amount \$ _____

Payment Information

Membership Dues (See Membership Tier & Programs)	
Donations and Contributions	
Administrative Fee (For renewals after August 15, 2019) - \$50.00	
Total	

CC#: _____ Expiration date: _____ Security Code: _____

Name as it appears on the card: _____

Business Name as it appears on the card (if applicable): _____

Billing Address (if different than above): _____

I certify that I am authorized to sign on behalf of the Member and so bind and commit the Member to contracts with the COOC, and that I am signing this Membership Agreement in that capacity.

Signature: _____ Date: _____

Checks can be made out to the COOC. Mail Agreement and payment to 801 Camelia Street, Suite D, Berkeley, CA 94710

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