



**TRUE AUSSIE
LOGO LICENCE AGREEMENT**

Licence No: _____

This agreement is made on _____ Between

MEAT & LIVESTOCK AUSTRALIA LIMITED ABN 39 081 678 364 Level 1, 40 Mount Street North Sydney, New South Wales, Australia (P O Box 1961, North Sydney, NSW 2059), (**MLA**) and

(Name of the entity carrying on the business) **(You)**

Trading name: _____
(If different to the name of the entity carrying on the business)

Nominated Person: _____

Registered address: _____

Establishment address: _____
(If different to the registered address)

Postal address: _____
(If different to the registered address)

Postcode: _____

Phone: _____ Fax: _____ Email: _____

(Tick product(s) for which this licence applies) Beef Lamb/ sheepmeat Goat Veal

APPLICATION

- | | |
|--|--|
| <p>1. MLA is the owner of the trade marks set out in Appendix A (Trade Marks).</p> <p>2. MLA acknowledges that You are the owner of the trade marks set out in Appendix B (Brand Trade Marks) and intend to market under the Brand Trade Mark.</p> | <p>3. You apply for a licence to use the Trade Mark by completing and signing this agreement. MLA will signify acceptance of Your application and will grant the licence when MLA or its agent signs this agreement.</p> <p>4. In the event Your application to use the Trade Mark is refused, the dispute settlement provisions set out in paragraph 18 of the terms appearing overleaf will apply.</p> |
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1. LICENCE

Upon acceptance of this application, MLA grants You a licence to use the Trade Mark in the territory identified in the schedule in accordance with this agreement.

2. TERM

This agreement continues in force unless terminated in accordance with its terms.

3. AGREEMENT

This agreement includes the terms appearing on the reverse side of Your copy of this agreement.

4. ACKNOWLEDGMENT

By signing this form You acknowledge and agree that You have read and understood this agreement.

SIGNED AS AN AGREEMENT

Signed for and on behalf of the applicant named above:

Signature of authorised person

Office Held

Name of authorised person (Please print)

Signed for and on behalf of **Meat & Livestock Australia Limited**:

Signature of authorised person

Office Held

Name of Authorised Person (PLEASE PRINT)

**MLA
use
only**





TERMS

You are entitled to apply the Trade Marks in accordance with this agreement to identify **Australian beef, lamb, goat or veal** meaning beef, lamb, goat or veal sourced from livestock raised in Australia.

1. You may use the Trade Marks in the Territories in respect of Australian beef, lamb, goat or veal only. You must ensure that all products marketed or to be marketed under the Trade Marks by You (**Marked Product**) is Australian beef, lamb, goat or veal. Your use of the Trade Marks must comply with any trade mark use guidelines communicated to you by MLA.
2. You must comply with lawful and reasonable directions of MLA in connection with use of the Trade Marks.
3. You must not market any product other than Australian beef, lamb, goat or veal under the Trade Marks. You must not bring the Trade Marks or MLA into disrepute or engage in any passing off or misleading or deceptive conduct in relation to Australian beef, lamb, goat or veal, the Trade Marks or MLA.
4. MLA does not warrant that:
 - a. the Trade Marks are validly registrable in any jurisdiction;
 - b. use of the Trade Marks will not infringe the rights of any third party; and
 - c. use of the Trade Marks will comply with country of origin labelling requirements in any country.
5. You (and any sublicensee) must keep records to enable MLA to verify that these terms have been complied with including records which establish that all Marked Product is Australian beef, lamb, goat or veal.
6. You must allow MLA or its authorised representatives access to Your records and premises, provide samples of Marked Product and give such other assistance as reasonably required by MLA to verify that this agreement has been complied with. You must also ensure any sub-licensee includes a clause functionally equivalent to this clause.
7. You must not act in a way that will harm the integrity or reputation of the Trade Marks or impair MLA's rights or interests in the Trade Marks including that you must not challenge the validity of any trade mark application or registration by MLA in respect of the Trade Marks.
8. You acknowledge that MLA is the owner of all intellectual property rights, including copyright and trade mark rights, in the Trade Marks.
9. You must assist and cooperate with MLA in prosecuting any applications to register the Trade Marks, maintain the validity of any registrations of the Trade Marks, and/or taking action against any actual or suspected infringement of or challenge to the Trade Marks or any claim that use of the Trade Marks infringe a third party's rights.
10. Any reputation or goodwill in the Trade Marks, whether or not arising from the use of the Trade Marks by You pursuant to this agreement, shall be and remain the property, of and for the benefit of, MLA.
11. You must not, without the prior written approval of MLA, sublicense use of the Trade Marks other than to those entities in your supply chain set out in Appendix C. You must ensure that any sublicensee approved under this agreement is licensed on terms equivalent to the terms in this agreement. You remain fully responsible for all obligations even if You sublicense any use of the Trade Marks and for the performance of all obligations under this agreement.
12. If agreed to by You, You will, as reasonably required by MLA, assist in promotional and market research organised by MLA in relation to Australian beef, lamb, goat or veal which may be published in MLA reports without reference to an individual enterprise.
13. You consent to MLA publishing Your details on the MLA website as licensee of the Trade Marks.
14. You indemnify MLA against all damages, losses, costs and expenses incurred by MLA arising out of any breach by you of this agreement or act or omission of You, Your officers, employees, consultants, agents and sublicensees in connection with Marked Product or use of the Trade Marks, including use of the Trade Marks by You in relation to beef, lamb, goat or veal that is not Australian beef, lamb, goat or veal.
15. You must immediately notify MLA of any changes to contact details and matters which come to Your attention which may adversely affect the reputation of the Trade Marks including any unauthorised use of the Trade Marks or use of the Trade Marks in relation to goods other than Australian beef, lamb, goat or veal.
16. If You go into liquidation or commit an act of bankruptcy, if You breach any term of this agreement which, in the opinion of MLA, is not capable of remedy or if You fail after receipt of written notice from MLA to remedy any breach of this agreement which in the opinion of MLA is capable of remedy, MLA may by written notice to You terminate this agreement and recover from You all damages, losses, costs and expenses suffered by MLA.
17. You may terminate this agreement by giving one month's notice in writing to MLA.
18. On termination of this agreement for any reason:
 - a. You must immediately stop using the Trade Marks and remove all representations of the Trade Marks from Your products and your premises including all buildings signs;
 - b. You must not create promotions using the Trade Marks, in any advertising packaging, point of sale material or stationery.
 - c. You may for a period of three (3) months from the date of expiry or termination of this agreement (or for a greater period if otherwise agreed to between the parties) continue to distribute and sell off existing stock featuring the Trade Marks; and
 - d. Clauses 7 and 8 of this agreement survive termination of the agreement.
19. The parties must, without delay and in good faith, attempt to resolve any dispute that arises out of or in connection with this agreement prior to commencing any proceedings. This clause does not prevent MLA from commencing legal action against You or any person in relation to the infringement or suspected infringement of its intellectual property rights, including copyright and trade mark rights, including to seek urgent interlocutory relief.
20. A notice or other communication in connection with this agreement must be in writing and must be sent by mail to either party at the postal address on the front page of this agreement.
21. You may not assign a right under this agreement.
22. You must promptly execute all documents and do all things that MLA from time to time reasonably requests to effect, perfect or complete this agreement.
23. This agreement is governed by and must be construed in accordance with the laws of New South Wales, Australia.

Appendix A: Trade Marks

TRADE MARKS

Trade Mark				
Description	TRUE AUSSIE BEEF	TRUE AUSSIE LAMB	TRUE AUSSIE GOAT	TRUE AUSSIE VEAL

TERRITORIES

<input type="checkbox"/> United Arab Emirates	<input type="checkbox"/> China	<input type="checkbox"/> United Kingdom	<input type="checkbox"/> Bahrain
<input type="checkbox"/> United States	<input type="checkbox"/> Hong Kong	<input type="checkbox"/> Ireland	<input type="checkbox"/> Egypt
<input type="checkbox"/> Canada	<input type="checkbox"/> India	<input type="checkbox"/> Netherlands	<input type="checkbox"/> Jordan
<input type="checkbox"/> Mexico	<input type="checkbox"/> Malaysia	<input type="checkbox"/> Sweden	<input type="checkbox"/> Kuwait
<input type="checkbox"/> Brazil	<input type="checkbox"/> Philippines	<input type="checkbox"/> Denmark	<input type="checkbox"/> Lebanon
<input type="checkbox"/> Chile	<input type="checkbox"/> Singapore	<input type="checkbox"/> Belgium	<input type="checkbox"/> Morocco
<input type="checkbox"/> Japan	<input type="checkbox"/> Taiwan	<input type="checkbox"/> France	<input type="checkbox"/> Saudi Arabia
<input type="checkbox"/> Korea	<input type="checkbox"/> Thailand	<input type="checkbox"/> Italy	<input type="checkbox"/> Turkey
<input type="checkbox"/> Indonesia	<input type="checkbox"/> Vietnam	<input type="checkbox"/> Switzerland	

Appendix B: Brand Trade Marks

Please include all trade marks and other marks or brands under which You intend to market TRUE AUSSIE.

Appendix C: Approved Supply Chain Enterprises – Sub-Licensees