

Meat Standards Australia Licence Agreement

TERMS

PART A - APPLICATION

1. MLA

Meat & Livestock Australia Limited (**MLA**) has established programs to predict the eating quality of beef and of sheepmeat. The predicted eating quality depends on the grading of the animal, the cut, the aging and the cooking method.

2. MLA TRADEMARKS

MLA is the owner of the trade marks MEAT STANDARDS AUSTRALIA, MEAT STANDARDS AUSTRALIA and Rosette and Ribbon device, MEAT STANDARDS AUSTRALIA and Rosette device, and MSA (**Trade Marks**). The Trade Marks are used to certify the eating quality of beef and sheep meat to which they are applied. MLA does not use the Trade Marks itself but will license You to use the Trade Marks on the terms set out in this agreement if it is satisfied You are able to meet these terms. MLA agrees to maintain registration of the Trade Marks during the term of this agreement.

3. SOFTWARE

MLA is the owner of the MSA Grading Software (**Software**) which enables the certification of eating quality of meat.

4. LICENCE APPLICATION

You apply for a licence to use the Trade Marks by completing and signing this agreement and paying any applicable fees set out in the Schedule of Fees. To the extent You are a Processor (beef or lamb/sheepmeat), You may also apply for a licence to use the Software by completing and signing this agreement and paying any applicable fees set out in the Schedule of Fees. MLA will indicate acceptance of Your application and may grant You the licence if MLA or its agent signs this agreement.

PART B - GENERAL

1. GRANT

- a) Upon acceptance of this application by MLA, MLA grants You a non-exclusive, royalty-free licence to use the Trade Marks and/or Software (**Licence**) for the purpose of identifying eligible livestock or meat (as indicated on the first page of this agreement) certified by MLA as meeting the MSA Standards (**Purpose**).
- b) The MSA Standards can be found within myMSA and on the MSA [website](#) and may be amended

by MLA from time to time in accordance with clause 5 of this agreement.

- c) Meat that is identified as meeting the minimum requirements of the MSA Standards is considered to be “MSA Certified Product” and livestock that is identified as meeting the minimum requirements of the MSA Standards to be MSA eligible livestock is “MSA Eligible Livestock”.
- d) For the purpose of this agreement, MSA Certified Product and MSA Eligible Livestock are collectively referred to as “MSA Regulated Product”.
- e) Your rights under this Licence depend on Your type of business, as set out in the Licence Specifics below.

2. TERM

This agreement commences on the date communicated by MLA and continues in force unless terminated in accordance with its terms.

3. AGREEMENT

This agreement includes the Licence Specifics and the Terms set out under those headings in this document.

4. FEE

The “Schedule of Fees” available within myMSA and on the MSA [website](#) sets out all fees payable by You under this agreement (**Schedule of Fees**). Depending on Your business type, You may be required to pay an initial licence fee and/or an annual licence fee for the use of the Trade Marks and (where applicable) the Software. MLA may amend the Schedule of Fees from time to time in accordance with clause 5 of this agreement. All fees paid by You under this agreement are non-refundable.

5. UPDATES TO MSA STANDARDS AND SCHEDULE OF FEES

- a) MLA may, by notice, update the MSA Standards, the MSA Trade Mark Usage Guide or the Schedule of Fees from time to time, in each case, if reasonably necessary for the administration and operation of the MSA certification program.
- b) Where such updates are material in nature, for example, because they involve an adjustment

to the licence fees, or will require changes to be implemented by You (Material Update), MLA must give You 60 days' prior notice (Notice Period) before such Material Update will take effect.

- c) If you do not agree with a Material Update notified by MLA under this clause, You may, at any time during the Notice Period, immediately terminate this agreement by written notice to MLA.
- d) Updates notified to You in accordance with this clause will take effect once the Notice Period has elapsed (in respect of Material Updates), or otherwise from the date of notice.

6. ACKNOWLEDGMENT

By completing and signing this application, You acknowledge that You have read and understood this agreement.

PART C - TERMS

1. GENERAL REQUIREMENTS

You must at all times adhere to the requirements of the applicable MSA Standards and the MSA Trade Mark Usage Guide (available within myMSA and/or on the MSA [website](#)), this agreement and any other lawful and reasonable directions of MLA in connection with the use of the Trade Marks. You may only use the Trade Marks and (where applicable) the Software in relation to the Purpose. You must at all times keep MSA Regulated Product separate from all other products.

2. MLA PROPERTY

You acknowledge that the Trade Marks and Software are the property of MLA Group or its licensors and may not be used by You other than in accordance with this agreement.

3. MARKET RESEARCH

You will, if reasonably requested by MLA, use reasonable endeavours to assist in market research organised by MLA in relation to the MSA certification program. You agree that information supplied by You in connection with such activities may be published in MLA reports in deidentified form and without reference to an individual or enterprise.

4. RECORDS

You must keep adequate records to reasonably enable MLA to verify that You have complied with this agreement and the requirements of any applicable MSA Standards. Such records must be kept for a minimum of 12 months after date of the transaction to which they relate has occurred. Where Your Licence Specifics permit sublicensing, You must ensure that Your sublicensees also comply with the obligations in this clause 4.

5. REPUTATION AND GOODWILL

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.

6. AUDITS

Subject to clause 7, You must allow MLA or its authorised representatives access to Your records and premises, and give such other assistance as reasonably required by MLA to verify that this agreement and the requirements of any applicable MSA Standards have been complied with and to enable the Authorised Authority (as defined in the MSA Standards) to investigate any issues that may affect the certification or grading of MSA Regulated Product or that may otherwise bear upon the eating quality of such MSA Regulated Product (**Audit**). Where Your Licence Specifics permit sublicensing, You must ensure that Your sublicensees also comply with the obligations in this clause 6.

7. NOTICE FOR AUDITS

MLA or the Authorised Authority must provide You with at least 7 days' prior notice before conducting an Audit under clause 6, except where MLA or the Authorised Authority believe (acting reasonably) that there may be a critical non-conformance of Your MSA Regulated Product with the MSA Standards, in which case MLA or the Authorised Authority may conduct an immediate Audit under clause 6.

8. USE OF MLA PROPERTY

You must not:

- (a) harm the integrity or reputation of the Trade Marks or the MLA Group;
- (b) use the Trade Marks and Software under fraudulent or false pretences;
- (c) use the Trade Marks on or in relation to any product except for MSA Regulated Products;
- (d) use the Software for any purpose other than the grading of product as a processor;
- (e) use the Trade Marks and Software other than as expressly provided for in this agreement or as otherwise permitted by MLA in writing;
- (f) attempt to modify, distort, alter or enhance the Trade Marks or Software in any way;

- (g) copy, alter or reverse engineer the Software or share it with any third party unless MLA consents in writing;
- (h) remove the Software from Australia; or
- (i) use the Trade Marks or Software to violate any laws or regulations.

9. DATA

You consent to MLA and the Authorised Authority accessing, collecting and analysing the data You provide to the MSA certification program (**Data**) to enable MLA and Authorised Authority to maintain the integrity of the MSA certification program, to conduct further research and development in relation to the MSA certification program, and to produce reports containing aggregated data for the benefit of the industry. You also agree that your Data may be shared by MLA for use in other online platforms operated by MLA and its related bodies corporate including the myFeedback database, in accordance with the terms of use of those platforms. You grant MLA Group a perpetual and irrevocable licence to deal with and use the Data as contemplated in this agreement, which will survive termination of this agreement. MLA Group may use the Data:

- (i) to improve MLA Group's systems and operations and for planning, and product development opportunities;
- (ii) in depersonalised, aggregated form for industry related purposes; and
- (iii) to distribute the Data in deidentified and aggregated formats without the need for further consent.

You also agree that the Data specific to a particular producer's livestock or property identification code may be made available to and used by those producers through their authorised account with MLA Group or those producers' third party software vendors, in each case, solely for those producers' internal business purposes and in accordance with the relevant terms of use of the relevant online platform(s), as updated from time to time.

10. CONSUMER GUARANTEES

The *Competition and Consumer Act 2010* (Cth) may confer rights, guarantees and remedies on You in relation to the provision by MLA of goods and services, which cannot be excluded, restricted or modified. MLA does not exclude those rights.

11. MLA WARRANTY AND LIABILITY CAP

- a) MSA warrants that the MSA certification program, grading system and Software have been developed using reasonable care and

skill. However, MSA does not warrant that the MSA certification program, grading system or Software are suitable for Your purposes. You acknowledge that the making of appropriate decisions and establishment of processes regarding the implementation of the MSA certification program and grading and use of the Software is a commercial decision for You, and You agree that your adoption of MSA certification program, grading and Software is at Your own risk.

- b) To the maximum extent permitted by law and without limiting clause 10, MLA's total liability to You under or in connection with this agreement (whether in contract, tort or otherwise) is limited to the greater of:
 - (i) the fees paid or payable by You under this agreement in the relevant calendar year in which the event or series of events giving rise to the liability occur(s); or
 - (ii) \$10,000.

12. NOTIFICATION OBLIGATIONS

You must promptly notify MLA of any changes to Your contact details, any matters which come to Your attention which may adversely affect the reputation of the Trade Marks or the MLA Group and instances of known or suspected non-compliance with the MSA Standards.

13. TERMINATION BY MLA

If MLA ceases to certify beef or sheepmeat to bear the Trade Marks or You fail, within 14 days after receipt of written notice from MLA, to remedy any breach of this agreement (including any non-payment of applicable fees), MLA may, by written notice to You, terminate this agreement.

MLA may terminate this agreement for any reason by giving 30 days written notice to you.

14. TERMINATION BY YOU

You may terminate this agreement by giving 30 days' written notice to MLA.

15. CONSEQUENCES OF TERMINATION

On termination of this agreement for any reason, You must promptly stop using the Trade Marks and Software (as applicable), return or delete all Your copies of the Software, and remove all representations of the Trade Marks from Your premises including but not limited to all buildings signs, packaging, point of sale material and stationery.

16. DISPUTES

- a) 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.
- b) If a party requires resolution of a dispute under this agreement that party must, before seeking any other resolution, immediately submit full details of the dispute to the other party (Dispute Notice).
- c) If the dispute is not resolved within 14 days of the date the Dispute Notice was sent, either party may request the President of the Law Society of New South Wales to appoint an expert to determine the dispute. In making a determination the expert acts as an expert and not as an arbitrator. The expert's decision is conclusive, final and binding on the parties (except in the case of manifest error). The parties must pay the costs of the determination as determined by the expert.

17. PRIVACY

You consent to the collection, use and disclosure of Your personal information in accordance with MLA's privacy policy available at <https://www.mla.com.au/general/privacy/>.

18. CURRENCY

Unless otherwise stated, in this document, a reference to dollars, \$ or A\$ is a reference to the currency of Australia.

19. NOTICES

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.

20. ASSIGNMENT

You may not assign any rights under this agreement without the prior written consent of MLA, which will not be unreasonably withheld or delayed.

21. GOVERNING LAW

This agreement is governed by and must be construed in accordance with the laws of New South Wales.

22. MLA GROUP

MLA Group means Meat & Livestock Australia Limited (ABN 39 081 678 364) and its Related Bodies Corporate Integrity Systems Company Limited (ABN 34 134 745 038) and MLA Donor Company Limited (ABN 49 083 304 867).

The parties agree that MLA enters into this Agreement on its own behalf and as agent for each member of the MLA Group so that each member of

the MLA Group may exercise, enforce and claim the benefit of all rights granted expressly to the MLA Group in this Agreement.

23. ENTIRE AGREEMENT

This document constitutes the entire agreement of the parties about its subject matter and supersedes all previous agreements, understandings and negotiations on that subject matter.

LICENCE SPECIFICS

Saleyard	<ol style="list-style-type: none"> 1. You must use the Trade Marks only in respect of cattle and sheep that are MSA Eligible Livestock. No licence of the Software.
Independent Boning Room	<ol style="list-style-type: none"> 2. You must use the Trade Marks only in respect of MSA Certified Product. No licence of the Software. 3. Where You offer MSA Certified Product for sale, You must indicate the prescribed Cooking Method (e.g., Grill, Roast, Stir Fry or Slow Cook) and Grade and ensure that the required aging period (as indicated in the authenticating documentation has been met for that Cooking Method and Grade of MSA Certified Product. The Grades of MSA Certified Product are identified in the authenticating documentation described in the MSA Standards as MSA3, MSA4 or MSA5. 4. If You sell MSA Certified Product to an MSA licensed outlet or wholesaler, You must provide carton labels or butcher labels and carcass identification for that MSA Certified Product. You must include your MSA licence number on all invoices You issue for MSA Certified Product.
Processor – Beef or Lamb/Sheepmeat as indicated above	<ol style="list-style-type: none"> 5. You are entitled to use the Software and apply the Trade Marks in accordance with this agreement to identify beef and/or sheepmeat (as indicated on the first page of this agreement) certified by MLA as MSA Certified Product. You may use the Trade Marks only in respect of MSA Certified Product. You may elect not to use the Trade Marks. This election must be made in writing to MLA. Where you make this election and do not use the Trade Marks, provisions of this agreement associated with use of the Trade Marks do not apply. 6. Where You offer MSA Certified Product for sale, You must indicate the prescribed Cooking Method (e.g. Grill, Roast, Stir Fry or Slow Cook) and Grade and ensure that the required aging period (as indicated in the authenticating documentation) has been met for that Cooking Method and Grade of MSA Certified Product. The Grades of MSA Certified Product are identified in the authenticating documentation described in the MSA Standards as MSA3, MSA4 or MSA5. 7. If You sell MSA Certified Product to an MSA licensed outlet or wholesaler, You must provide carton labels or butcher labels and carcass identification for that MSA Certified Product. You must include your MSA licence number on all invoices You issue for MSA product.
Outlet – Single or Multi Site as indicated above	<ol style="list-style-type: none"> 8. You must use the Trade Marks only in respect of MSA Certified Product from those premises listed in Appendix A (Approved Premises). You may request to update the premises listed in Appendix A at any time by submitting an updated Appendix A to MLA for approval. No licence of the Software is granted to Outlets under this agreement. 9. You must purchase MSA Certified Product only from a wholesaler or processor licensed to use the Trade Marks (Certified MSA Supplier). You must ensure that all MSA Certified Product You receive is accompanied by the authenticating documentation described in the MSA Standards. In addition, the invoice must bear the Certified MSA Supplier's MSA licence number. 10. Where You offer or cause or permit others to offer MSA Certified Product for sale, You must: <ol style="list-style-type: none"> i) indicate the prescribed cooking method through description or product presentation; and ii) ensure that the required ageing period (as indicated in the authenticating documentation) has been met for that Cooking Method and Eating Quality Grade of MSA Certified Product.

	<ol style="list-style-type: none"> 11. Where You offer MSA Certified Product for sale to a consumer, You may indicate the Eating Quality Grade. MSA Certified Product is identified in the authenticating documentation by Eating Quality Grade as MSA3, MSA4 or MSA5. 12. Where You prepare MSA Certified Product for consumption, You must ensure the MSA Certified Product is cooked with the appropriate cooking method for the grade and has met the required ageing period for that cooking method and Eating Quality Grade. 13. Where MSA products are delivered and sold as MSA Certified Product, authenticating documentation identifying the eating quality grade must accompany the product. You must apply the MSA licence number on the invoice.
<p>Brand Owner</p>	<ol style="list-style-type: none"> 14. MLA acknowledges that You are the owner of the trade marks set out in Appendix B (Brand Trade Marks) and intend to market beef and sheepmeat under the Brand Trade Marks. No licence of the Software is granted to Brand Owners under this agreement. You permit MLA to publish Your details on the MLA website as a “MSA Brand Licensee”. 15. You must use the Trade Marks only in respect of MSA Certified Product and when product bearing a Trade Mark is being used in markets outside Australia, only at approved supply chains specified in Appendix C (Approved Supply Chain Enterprises - Sub-Licencees). You must ensure that all product marketed under any of the Brand Trade Marks is identified in accordance with the guidelines for MSA licensed brands in the MSA Standards and Trade Mark Usage Guide as updated by MLA on notice to You in accordance with clause 5 of this agreement. 16. The written approval of MLA is required prior to each use of the Trade Marks in Your promotional material which includes, but is not limited to, packaging, signage, posters, leaflets, online advertising and website and social media content. 17. Where You package MSA Certified Product for retail sale You must: <ol style="list-style-type: none"> i) indicate the prescribed Cooking Method and Eating Quality Grade through description or product presentation as per the MSA Standards; ii) ensure that the required ageing period (as indicated on the authenticating documentation described in the MSA Standards) has been met for that Cooking Method and Eating Quality Grade of MSA Certified Product; and iii) ensure use of the Trade Marks will comply with country of origin labelling requirements in any relevant country. 18. You may omit these Eating Quality Grade details if the product has met ageing requirements to meet MSA3 or higher grade for the cooking method identified, as outlined in the MSA Standards. 19. You must not, without prior written approval of MLA, sublicense use of the Trade Marks other than those entities in your supply chain set out in Appendix C. You must ensure that any sublicensee approved under this agreement is licenced to use the Trade Marks on terms equivalent to the terms in this agreement. You remain fully responsible for all acts and omissions of Your sublicensees. You may request to update the entities listed in Appendix C as a sublicensee at any time by submitting an updated Appendix C to MLA for approval.

Appendix A: Approved Premises

(For use by Outlets only)

Please include all premises where You intend to use the Trade Marks in connection with the sale of MSA Certified Product.

Click or tap here to enter text.

Appendix B: Brand Trade Marks

(For use by Brand Owners only)

Please include all trade marks and other marks or brands under which You intend to market MSA Certified Product.

Click or tap here to enter text.

Appendix C: Approved Supply Chain Enterprises – Sub-Licensees

(For use by Brand Owners operating within international markets (outside of Australia) only)

Outlet Addresses and Nominated Persons

Outlet Name:	Click or tap here to enter text.
Outlet Address:	Click or tap here to enter text.
Country:	Click or tap here to enter text.
Type of business:	<input type="checkbox"/> Retail <input type="checkbox"/> Supermarket <input type="checkbox"/> Food Service <input type="checkbox"/> Wholesaler
Nominated Person within sub-licensee:	Click or tap here to enter text.
Phone:	Click or tap here to enter text.
Email:	Click or tap here to enter text.
Estimated number of outlets within supply chain:	Click or tap here to enter text.

Outlet Addresses and Nominated Persons

Outlet Name:	Click or tap here to enter text.
Outlet Address:	Click or tap here to enter text.
Country:	Click or tap here to enter text.
Type of business:	<input type="checkbox"/> Retail <input type="checkbox"/> Supermarket <input type="checkbox"/> Food Service <input type="checkbox"/> Wholesaler
Nominated Person within sub-licensee:	Click or tap here to enter text.
Phone:	Click or tap here to enter text.
Email:	Click or tap here to enter text.
Estimated number of outlets within supply chain:	Click or tap here to enter text.

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