



MEAT STANDARDS AUSTRALIA BRAND LICENCE AGREEMENT

Form 3.4.6 Release date 07th March 2014

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 (Locked Bag 991, North Sydney, NSW 2059), (**MLA**) and

_____ (**You**)

(Name of the entity carrying on the business)

ABN: _____ 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 for which this licence applies)

Beef

Lamb and sheepmeat

APPLICATION

1. MLA is the owner of the trade marks set out in Appendix A (**Trade Marks**). The Trade Marks are used to certify the eating quality of beef and sheepmeat to which they are applied. MLA will license You to use the Trade Marks on the terms set out in this agreement if it is satisfied that You are able to meet these terms.
2. 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.
3. You apply for a licence to use the Trade Marks 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.
4. In the event Your application to use the Trade Marks is refused, the dispute settlement provisions set out in paragraph 18 of the terms appearing overleaf will apply.

1. LICENCE

Upon acceptance of this application, MLA grants You a licence to use the Trade Marks in accordance with this agreement, the MSA Standards Manual and Visual Identity Guide.

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

MLA has established a program to predict the eating quality of beef and sheepmeat. The predicted eating quality depends on the grading of the animal, the cut, the ageing and the cooking method. You are the owner of and market beef and/or sheepmeat under the Brand Trade Marks. You are entitled to apply the Trade Marks in accordance with this agreement and the MSA Standards Manual and Visual Identity Guide to identify MSA Certified Product.

1. You must use the Trade Marks only in respect of the meat product specified on the reverse of this document that is certified by MLA to bear the Trade Marks (**MSA Certified Product**).
2. You must ensure that all product marketed under the Brand Trade Marks is MSA Certified Product and identified in accordance with the MSA Standards Manual as updated by MLA from time to time. Trade Marks used in marketing or promotional materials must adhere to the MSA Visual Identity Guide as updated by MLA from time to time and approval is required prior to each use of the Trade Marks in promotional material.
3. Where you purchase product to market under the Brand Trade Marks, You must purchase MSA Certified Product only from wholesalers or processors licensed to use the Trade Marks (**Certified MSA Supplier**). You must ensure that all MSA Certified Product You receive is accompanied by Authenticating Documentation identifying the eating quality outcomes of the MSA Certified Product. In addition the invoice must include the MSA licence number as required under the MSA Standards.
4. You must comply with lawful and reasonable directions of MLA in connection with MSA Certified Product or use of the Trade Marks.
5. You must not market any product other than MSA Certified Product under the Brand 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 the MSA Certified Product, the Trade Marks or MLA.
6. Subject to paragraphs 7 and 8, if You offer or cause or permit others to offer MSA Certified Product for sale. You must indicate the prescribed Cooking Method, Eating Quality Grade and ageing requirements in accordance with the MSA Standards.
7. Where You package MSA Certified Product for retail sale You must:
 - a) indicate the prescribed Cooking Method and Eating Quality Grade through description or product presentation as per the MSA Standards;
 - b) ensure that the required ageing period (as indicated on the Authenticating Documentation) has been met for that Cooking Method and Eating Quality Grade of MSA Certified Product.
8. You may omit Eating Quality Grade details required in paragraphs 6 and 7 if the product has met ageing requirements to meet MSA3 or higher grade for the cooking method identified.
9. You must keep records to enable MLA to verify that these terms above have been complied with. Records must be kept as described in the MSA Standards.
10. You must allow MLA or its authorised representatives access to Your records and premises, provide samples of MSA Certified Product and give such other assistance as reasonably required by MLA to verify that this agreement has been complied with and to assist with investigating any eating quality problems identified with MSA Certified Product.
11. You will not act in a way that will harm the integrity or reputation of the Trade Marks.
12. Any reputation or goodwill in the Trade Mark, whether or not arising from the use of the Trade Mark by You pursuant to this agreement, shall be and remain the property, of and for the benefit of, MLA.
13. If agreed to by You, You will, as reasonably required by MLA, assist in promotional and market research organised by MLA in relation to MSA Certified Product which may be published in MLA reports without reference to an individual enterprise.
14. You consent to MLA publishing Your details on the MLA website as a MSA Brand Licensee.
15. You indemnify MLA against all damages, losses, costs and expenses incurred by MLA arising out of any breach by of this agreement or act or omission of You, Your officers, employees, consultants, agents and subcontractors in connection with MSA Certified Product or use of the Trade Marks.
16. 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.
17. If MLA ceases to certify beef or sheepmeat to bear the Trade Marks, 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 or the Authorised Authority, 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.
18. You may terminate this agreement by giving one month's notice in writing to MLA.
19. On termination of this agreement for any reason 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, packaging, point of sale material and stationery.
20. 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.
21. If You or MLA requires resolution of a dispute under this agreement it must, before seeking any other resolution, immediately submit full details of the dispute to the other party. If the dispute is not resolved within 14 days either party may request the then 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.
22. 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.
23. You may not assign a right under this agreement.
24. 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.
25. This agreement is governed by and must be construed in accordance with the laws of New South Wales.

Appendix A: Trade Marks

TRADE MARKS to be used in accordance with the MSA Standards Manual:

Trade Mark	MEAT STANDARDS AUSTRALIA	MSA	
Description	-	-	MSA Graded Circle

Appendix B: Brand Trade Marks

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