



LICENCE AGREEMENT PRODUCER

1. **Date of this agreement:**

2. **Licensee:**

3. **Specified produce or products:**

4. **Specified use: Producer**
5. **Minimum fee: Nil**
6. **Licensee's Certified Premises:**
7. **Licensee's Certification Number:**
8. **Corrective Actions required to be completed within 30 days and prior to issue of Certificate:**
 -
9. **Other Conditions of Licence Agreement to be completed and/or verified at next Audit:**
 -

LICENSED ITEMS AND LABELLING SPECIFICATIONS

11. **ALL PRODUCTS MARKED AS CERTIFIED SHALL INCLUDE THE FOLLOWING DETAILS ON ALL PACKAGING AND GENERATED DOCUMENTATION:**
 - a. Name and address and/or registered mark of the certified operator.
 - b. Certification number and FRPFA label as per example of licensed item below:



11.1 Letterhead

The logo can be used on any business stationery relevant to the certified Producer only.

11.2 Business Cards

The logo can be used on the business card of a current License holder of the appropriate accreditation.

11.3 General Stationery

Stationery such as facsimile coversheets and with compliments slips can display the logo using the same rules as those for letterhead.

11.4 Web sites

The Logo can be displayed on web sites to indicate the accreditation of the Producer. Care must be taken to ensure that the logo's positioning does not indicate accreditation where it is not appropriate. If less than all premises of an organisation are accredited, then the logo should only be displayed next to the biographical details of the accredited farm.

When used on a web site it is useful to insert a link to the FRPFA web site also. The address of the web site is www.freerangepork.com.au

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11.5 Colour

The logo is provided in both a full colour version and a black and grey scale version. Either may be used as is appropriate to the business need. Where the colour logo is used it is considered more effective against a white background, though the use of other background colours is not denied by this agreement.

11.6 Proportion / Size

The logo is provided in two sizes – business card and letterhead. The logo provided for web site use can be re-sized but the ratio must be maintained. If a member wishes to re-size a logo for either letterhead or business card use, they may do so on the condition that the ratio remains the same.

AUTHORISATION

EXECUTED as an agreement.

SIGNED FOR AND ON BEHALF OF THE FREE RANGE PORK FARMERS ASSOCIATION:

Signature: Print Name:Date:

SIGNED FOR AND ON BEHALF OF THE LICENSEE:

I have read and understood the terms and conditions.

Signature 1: Print Name:Date:

Signature 2: Print Name: Date:

WITNESSED BY: Signature: Date:

I **DO NOT** authorise Free Range Pork Farmers Association Inc. to use my information for marketing purposes, display on the FRPFA websites, product search page, or Free Range Product Listings. I understand that this may restrict the marketing opportunities available for my products.

PLEASE NOTE

- Please initial each page in the box provided or this document will be returned to you.
- Once signed, please ensure that both copies of the Licence Agreement are returned to the FRPFA Office with any applicable corrective action requests and the Audit report is retained for your records. You will receive a copy of the counter-signed Licence Agreement for your records once processed.

The Licensee confirms its awareness of the Privacy Act 1998 and its understanding of the contents of the Licensor's Privacy Policy and hereby consents to the Licensor and Free Range Pork Farmers Association Incorporated:

1. Collecting personal information and sensitive information (the "information") about the Licensee or its agent or representative to enable the Licensor to carry out its functions pursuant to this agreement.
2. Using and disclosing such of the information as the Licensor considers necessary to carry out its functions under this agreement.
3. Using the information to market the Licensor's services and products to the Licensee (unless the Licensee requests us to cease doing so).

This agreement is made in Inverell, in the State of New South Wales on the date shown In Schedule 1 between Free Range Pork Farmers Association Incorporated of 717 Rob Roy Road Inverell, in the State of New South Wales ("FRPFA") and the Licensee shown in Schedule 2 ("Licensee").

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TERMS AND CONDITIONS

1. Grant of Licence

- 1.1 FRPFA grants to the Licensee a non-exclusive licence to use the **licensed items** to market and promote the Licensee's **specified produce or products**.
- 1.2 The licence commences on the **commencement date** and will continue unless terminated by either party under this agreement.
- 1.3 FRPFA will provide the Licensee with a **certificate** from year to year if the Licensee adheres to the terms of this agreement.
- 1.4 FRPFA may vary these terms at any time including, but not limited to, **licensed items, specified produce or products** and **fees**.

2. Licence Fee

- 2.1 The Licensee will pay all **fees** collectable by FRPFA within 30 days of invoice or at such other interval as required by FRPFA in the manner and by the date directed by FRPFA from time to time.
- 2.2 The Licensee will pay FRPFA a late payment administration charge, currently \$77.00, if any **fee** or other money remains unpaid after fourteen days of their due date. FRPFA may vary the amount of the administration charge at its discretion. FRPFA may also suspend all of the Licensee's rights and privileges granted by the agreement until all unpaid **fees** or other outstanding monies have been fully paid.
- 2.3 The Licensee will pay any costs and charges associated with additional auditing incurred as a result of non-conformances to the Standard or the Licence Agreement – of products or production practices.
- 2.4 The Licensee will pay all money owing under this agreement to the head office of FRPFA or as otherwise directed by FRPFA from time to time.

3. Licensee's Obligations

The Licensee must –

- 3.1 apply to FRPFA from year to year for **certification** and use its **certification number** in conjunction with the use of the **licensed items**;
- 3.2 use the **licensed items** only as allowed by this agreement;
- 3.3 produce the **specified produce or products** only from pigs grown to the Standard on the **licensee's premises**;
- 3.4 comply fully with the current FRPFA Standards and adhere strictly to any requests and requirements issued by FRPFA between audits which apply to the Licensee's **certification**;
- 3.5 notify FRPFA in writing if there is any change of address, telephone number or **licensee's premises**;
- 3.6 use the **licensed items** in a manner that preserves their value and validity;
- 3.7 provide FRPFA, within 30 days of request, a written statement of **turnover of free range pork** using the 'FRPFA' logo and/or FRPFA name and/or label in respect of those **quarters** the subject of the request;
- 3.8 not assign its rights, powers or remedies under this agreement.
- 3.9 To give notification of any parties, processor, retailer or wholesaler, that wish to use the FRPFA logo to promote, label or market the licensee's product.
- 3.10 It is the Licensee's responsibility to ensure that 'where required' an annual audit is carried out.

4. Audit and Inspection

- 4.1 The Licensee must keep in the English language and maintain within the Licensee's custody and control, current records that accurately reflect the Licensee's **turnover of free range pork** using the 'FRPFA' logo and/or FRPFA name and label and outline full financial details pertaining to the operation.
- 4.2 The Licensee must keep for at least twelve (12) months after the expiration of each year the records referred to in clause 4.1 in respect of that period.
- 4.3 The Licensee will allow FRPFA's and or accreditation personnel full and free access to the records referred to in this clause 4 including the rights to inspect, copy and audit those records at any time provided reasonable notice is given.

5. Indemnity

The Licensee will at all times keep FRPFA indemnified from and against all claims, demands, actions, proceedings or prosecutions which may be brought, commenced or prosecuted against FRPFA or in which FRPFA may be involved in consequence of or relating to the Licensee's exercise of its rights under this agreement. The indemnity will extend to all costs, damages and expenses incurred by FRPFA in connection therewith.

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6. Relationship of the Parties

Nothing in this agreement will be construed to mean that one party is the partner, agent, employee or representative of the other party and neither party has the power to incur obligations on behalf of or pledge the credit of the other party.

7. No Merger

The covenants, conditions, provisions and warranties in this agreement do not merge or terminate on completion.

8. Waiver and Variation

A provision or a right under this agreement may not be waived except in writing signed by the party granting the waiver, or varied except in writing signed by both parties.

9. Further Assurances

Each party must, at its own expense, do everything reasonably necessary to give full effect to this agreement.

10. Governing Law

10.1 This agreement is governed by the Law of New South Wales.

10.2 Each party irrevocably and unconditionally submits to the exclusive jurisdiction of the Courts of New South Wales.

11. Notices

11.1 A notice, consent, request or any other communication under this agreement must be in writing and must be left at the address of the addressee, or sent by pre-paid post (airmail if posted to or from a place outside Australia) to the address of the addressee or sent by facsimile to the facsimile number of the addressee or sent by e-mail to the e-mail address of the addressee.

11.2 A notice, consent, request or other communication is deemed to be received:

11.2.1 if by delivery, when it is delivered;

11.2.2 if a letter, three days after posting (seven days if posted to or from a place outside Australia);

11.2.3 if a facsimile, at the time of dispatch if the sender receives a transmission report that confirms that the facsimile was sent in its entirety to the facsimile number of the recipient;

11.2.4 if an e-mail, at the time of sending if the sender receives confirmation that the email was properly transmitted.

12. Costs and Charges

The parties will pay their own costs and charges of and incidental to this agreement, but stamp duty (if any) will be the responsibility of the Licensee.

13. Severance

If any term of this licence agreement or if application to any circumstance is or becomes invalid or unenforceable, the remaining terms of the license agreement are valid and enforceable to the extent permitted by law.

14. Termination

14.1 Without prejudice to any other rights FRPFA may have under this agreement or at law, FRPFA may terminate the agreement immediately by notice in writing in any of the following circumstances, if:

14.1.1 the Licensee is in breach of any clause of this agreement and such breach is not remedied within fourteen (14) days of written notice by FRPFA; or

14.1.2 in the opinion of FRPFA the Licensee becomes or threatens to become or is in jeopardy of becoming subject to any form of insolvency administration; or

14.1.3 any amount due to FRPFA under this agreement is not paid within 30 days of the date on which the amount became due and payable; or

14.1.4 the Licensee is not carrying **certification** that is current; or

14.1.5 the Licensee fails to apply the FRPFA's standards and requirements from time to time for the **specified use** of the **specified produce or products**.

14.2 Either party may terminate this agreement without having to explain or give a reason provided at least three months prior written notice of that intention is given to the other party.

14.3 When this agreement is terminated, the Licensee must:

14.3.1 destroy or deliver up and surrender to FRPFA, at their own cost, all labels, packaging and other materials showing the **licensed items**. In the event the Licensee does not comply promptly with this directive, FRPFA will employ the means necessary to carry out the required tasks and recoup costs incurred from the Licensee; and

14.3.2 not claim, advertise or warrant that the Licensee is or was licensed, certified or approved by FRPFA.

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15. Goods and Service Tax

- 15.1 Except where provision is made to the contrary in this licence agreement the consideration payable by any party under this licence agreement represents the value of any taxable supply for which payment is made.
- 15.2 If a party makes a taxable supply in connection with this licence agreement for a consideration which under clause 15.1 or clause 15.3 represents its value, then the party liable to pay for the taxable supply must also pay, at the same time and in the same manner as the value is otherwise payable the amount of any **GST** payable in respect of the taxable supply.
- 15.3 If the licence agreement requires the Licensee to pay, reimburse or contribute to an amount paid or payable by FRPFA in respect of an acquisition from a third party for which FRPFA is entitled to claim an input tax credit, the amount required to be paid reimbursed or contributed by the Licensee will be the value of the acquisition by FRPFA plus, if FRPFA's recovery from the Licensee is a taxable supply, any **GST** payable under clause 15.2.

16. Additional Conditions

The parties will be bound by all terms set out in Schedule 9 and 10 as if they were set out in the body of this agreement.

17. Meaning of Words and Expressions

- 17.1 In this agreement, unless the context otherwise requires:
 - **'certificate'** - is the document of **certification**.
 - **'certification'** – means approval by FRPFA that the Licensee satisfies the standards and requirements applied from time to time by the FRPFA in respect of the **specified use** of the **specified produce or products**.
 - **'certification number'**- is the number shown in schedule 7
 - **'commencement date'** – is the date shown in Schedule 1.
 - **'fee'** means the amount set out in schedule 5
 - **'GST'**- means GST within the meaning of A New Tax System (Goods and Services Tax) Act 1999 (Cth).
 - **'turnover'** – means the amount received as the Licensee's sale price (which includes GST) of all the **specified produce or products** less any refunds. A sale or a charge on credit or terms is treated as if the full amount was received on the invoice date irrespective of when the Licensee receives payment of the price (if at all).
 - **'licensed items'** – means the terms, logos and registered trademark owned by the FRPFA and licensed for use by the FRPFA listed in Schedule 3.
 - **'licensee's premises'** – is the premises shown in schedule 7 (or such other premises approved by the FRPFA from time to time) in respect of which **certification** has been granted.
 - **'minimum fee'**- means that fee shown in schedule 5.
 - **'quarter'** – means each three month period ending on the last days of March, June, September and December.
 - **'specified produce or products'** – means the produce or products shown in Schedule 3
 - **'specified use'** – means the use shown in Schedule 4
- 17.2 In this agreement, unless the context otherwise requires:
 - Headings are for convenience only and do not affect the interpretation of this agreement.
 - The singular includes the plural and vice versa.
 - The word person includes a body corporate, an unincorporated association or an authority.
 - A reference to a party includes its successors and assigns.
 - A reference to a document includes any amendment, replacement or novation of it.
 - Schedules form part of this agreement.
 - A reference to any legislation or to any provision of any legislation includes any modification or re-enactment of, or any legislative provision substituted for, and all statutory instruments issued under, that legislation or provision.
 - A reference to an amount of money is a reference to Australian dollars.
 - Derivatives of any term to which a meaning is assigned in this licence agreement have the corresponding meaning.
 - Words and phrases in clause 15 have the meaning attributed to them by A New Tax System (Goods and Services Tax) Act 1999 (Cth)

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