**Department of Environment, Food and Agriculture**

*Rheynn Chymmyltaght, Bee as Eirinys*

**Isle of Man Provenance Label**

**Application form.**

When completed, this form and any supporting documentation should be sent to:

Adi Moore

Head of Food and Drink Development

Department of Environment, Food and Agriculture

Thie Slieau Whallian, Foxdale Road, St Johns, Isle of Man, IM4 3AS

Office Number – 01624 686501

Email: adi.moore@gov.im

Please read the accompanying Guide to the Isle of Man Isle of man Provenance Label (IOMPL) and the attached Licence Agreement before completing this form.

**Please answer all questions and use BLOCK CAPITALS and black ink for hand-written applications.**

**If you require any assistance or advice during the completion of this form, please contact me at the above address.**

|  |  |
| --- | --- |
| For DEFA Use only |  |
| Business Name |  |
| Reference Number |  |

**PART 1 – YOUR CONTACT DETAILS**

|  |  |
| --- | --- |
| **Full Name of Applicant**  (**to appear on website and**  **certificate)** |  |
| **Main contact (if different)** |  |
| **Title of main contact:**  **(Mr, Mrs etc.)** |  |
| **Role:** |  |
| **Correspondence Address:** |  |
| **Postcode:** |  |
| **Tel:** |  |
| **Mobile:** |  |
| **E-mail:** |  |
| **Website:** |  |
| **Legal status: (e.g. company, sole**  **trader, partnership)** |  |
| **DEFA Holding Number:**  **(if applicable)** |  |
| **Food Registration Number or name of last EHO that visited your premises:**  **(if applicable)** |  |
| **If you sell or serve IOMPL produce which you have not grown, reared, caught or brewed yourself please list suppliers and supply proof of purchase.** |  |

**PART 2 - YOUR BUSINESS**

**2.1 Please confirm your current business turnover as shown in your latest set of Annual/Audited Accounts**

£10,000 □

£10,001 to £100,000 □

£100,001 to £500,000 □

£500,001 □

**2.2 Please summarise the activities of your business for use in marketing and advertising**

|  |
| --- |
|  |

**2.3 Please tick the boxes for the categories of produce you wish to be licensed to use the IOMPL.**

* Isle of Man Beef □
* Isle of Man Lamb □
* Isle of Man Pork □
* Isle of Man Goat □
* Isle of Man Poultry □
* Isle of Man Milk and Dairy Products □
* Isle of Man Eggs □
* Grown produce

Outdoor vegetables o

Fruit crops o

Protected Cropping o

Nursery Stock o

Cut flowers o

Miscellaneous o

* Isle of Man Game □
* Isle of Man Fish □
* Isle of Man Honey □
* Isle of Man Sea Fish □
* Processed products □
* Cooked products □
* Processed products – not available on IOM □

**PART 3 – PRIMARY FOOD PRODUCERS – DETAILS OF YOUR BUSINESS**

(If you are a processor, please go to Part 4)

**Please list the specific items that you wish to be licensed to use the IOMPL - see Criteria (in Schedule 1)**

|  |  |
| --- | --- |
| *Products* | Ingredients |
| *Please be as specific as possible. As a primary producer if you cook, process, wholesale or sale any of your own products, please include.* |  |

**PART 4 – PROCESSORS - DETAILS OF YOUR SUPPLIERS**

(If you are a primary food producer please go to Part 5)

|  |  |
| --- | --- |
| *Products* | Ingredients |
| *Please be as specific as possible. As a processor if you cook, process, wholesale or sale any of your own products, please include* |  |

**PART 5 – LABEL APPLICATION**

Please confirm which label are you applying for?

If you are applying for both “Product of” and “Made in”, please fill in separate application forms.



Product of – This indicates a product where the principal ingredients are grown, reared, caught and processed entirely on the island. Meat, honey & dairy product for instance have to be 100% Manx -



This refers to products that have perhaps some imported content but have undergone a substantial transformation on the island, resulting in a new name, character and use -

If your product is accepted into the scheme you will be sent the artwork that is applicable.

The colours sent are a guide – you are free to use your own colours on your packaging.

If you require printed labels please fill in the amount required below – these are available whilst stocks last.

Number of labels required –

The products you have listed will also appear on our website – [www.iomfoodanddrink.com](http://www.iomfoodanddrink.com)

Please fill in the required information below which will be used on the website – please use additional pages if required

|  |  |
| --- | --- |
| **Product description** | **Company Name** |
|  |  |
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**PART 6 – DECLARATION AND UNDERTAKING**

**The Applicant shown in Part 1 must sign the following declaration agreeing, if accepted onto the Isle of Man Provenance Label (“the Label”) to abide by the conditions of use of the Label.**

**Failure to comply with this declaration and undertaking, the Licence Agreement and/or any unauthorised use of the Label may result in termination of use of the Label and exclusion from the Label.**

The Applicant declares and undertakes as follows:

1. All my/our produce specified in Part 3 & 4 and which will carry the Label, is either grown, reared, caught, brewed or processed on the Isle of Man.
2. I/we will ensure that all produce that has been awarded the Label shall be clearly labelled with the Label and segregated from other produce.
3. As a producer/business, I/we operate in accordance with Office of Fair Trading, Environmental Health, Animal Welfare Standards, and any other relevant Isle of Man, UK and European licensing and legislation.
4. I/we understand that acceptance into the Label is subject to an initial and periodic visits to my/our farm/business by a representative or appointee of DEFA
5. I/we must not provide untrue or misleading information to DEFA.
6. I/we will ensure that the products carrying the Label will conform to the Criteria set out at Schedule 1 at all times.
7. As a user of the Label, I/we will immediately inform DEFA or its advisors if I/we are unable to meet any of the above conditions at any time.
8. I/we recognise that there may be instances where determination of acceptance of product(s) into the Label is complex or controversial. I/we understand that any acceptance into the Label (whether of our products or those of third parties) is at the absolute discretion of DEFA and that any decision of DEFA is final.
9. I/we agree to immediately withdraw my/our produce from the Label if required to do so by DEFA.
10. I/we acknowledge that once accepted by DEFA, this Application form together with the Criteria set out in Schedule 1, the non-exclusive Licence Agreement, the Certificate and all the appendices thereto, form the entire Agreement between DEFA and I/we accept all the terms thereof.
11. I/we declare that I/we have read the above and fully understand the above declaration and the attached Criteria and the Licence Agreement and, if accepted, we will perform and abide by all terms and conditions of the entire Agreement at all times.

|  |  |
| --- | --- |
| **Signed by the Applicant:**  (if the Applicant is a limited company, by two directors, or a director and the company secretary): | First Signatory:  \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_    \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_  PRINT NAME  Second Signatory(if applicable):  \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_    \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_  PRINT NAME |
| **Date:** | |

**You are reminded that if, at any time, you knowingly or wilfully make a false statement for yourself or anybody else we hold the right to exclude you from the Label.**

**FOR DEFA USE ONLY**

Application approved by: Position:

Signature:

Date:

Application approved by: Position:

Signature:

Date:

Reference number;

**SCHEDULE 1 – Label Criteria**

|  |
| --- |
| **PLEASE NOTE:**  **It is the intention of DEFA to require full adherence to the Label Criteria. DEFA’s decision as to whether an application, or any product within an application, qualifies for the Isle of Man Provenance Label (“the Label”) shall be final.**  **The stated aim of the I Label in its launch and operation by DEFA is to encourage local producers and businesses supporting those producers. If therefore there are products or businesses that strive to support local provenance but do not satisfy specific Label Criteria, the application will be objectively assessed to see if it can be included within the Label.**  **DEFA will have a Food Steering Group to consider any applications that are in question and that are referred to it by DEFA. The DEFA Food Steering Group will be responsible for adjudicating on any specific Criteria issues or concerns to ensure the spirit and rules of the Label are maintained at all times and it will have discretion to approve an application/product or not, and set any additional requirements that will be required in respect of that application/product.**  **An Applicant may seek a review or appeal of any decision made under the Label under the provisions of Schedule 3.**  All produce must be grown, reared, caught, brewed and/or processed on the Isle of Man (IOM) in accordance with the Label’s rules and Criteria.  Membership of the Label will be subject to regular audit visits by DEFA. It is currently anticipated that such visits will take place at least annually, but we may require additional and/or more frequent audits at our reasonable discretion. |
| All producers/businesses must operate in accordance with Office of Fair Trading, Environmental Health, Animal Welfare Standards, and any other relevant Isle of Man, UK and European licensing and legislation (and for the avoidance of doubt, to all amendments or updates to such standards, rules, licensing and legislation from time to time). |

|  |
| --- |
| **Unprocessed Products** |
| |  |  | | --- | --- | | All Livestock Produce shall at all times comply with the requirements of the Code of Recommendations for the Welfare of Livestock (the “Code”) under the Animal Health Act 1996 (“the Regulations”) and in particular:  All animals should be subject to good husbandry and welfare at all times.  Diets should contain only products which are permitted by law to be fed to livestock and should be free  From contamination. | | | All animals should be treated and handled in such a way as to avoid injury and minimise stress. | | | All animals must be transported in a way which meets the requirements of current legislation. | | | All farm movement records, as required by legislation, must be kept up to date. Where livestock is not subject to this legislation (e.g. poultry), their movements must still be traceable. | | All animals should have access to sufficient clean water at all times.  Withdrawal periods for veterinary medicines must be strictly adhered to and the Applicant shall maintain records of any drugs that are given to their animals  The Applicant shall have a named veterinary practice and if required by the Licensor, the Applicant shall give the Licensor details of any such veterinary practice and in particular those that have prescribed drugs for their Livestock.  *These best practice guidelines relate to laws on Farm Animal Welfare.*  *Detailed guidance can be found in the Animal Health Act 1996 of Codes of Recommendations for the Welfare of Livestock.*  *Free copies can be obtained from:*  *DEFA Thie Slieau Whallian, Foxdale Road St Johns IM4 3AS*  Where applicable, the Applicant shall maintain movements and feed records and allow the Licensor or its representative to check any such records (or other relevant records) to ensure compliance with these Criteria. | |

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| --- | --- |
| **Specified Products** | |
| **Criteria** |  |
| **Covers all raw food products from a single species/crop** |  |
| **Isle of Man Beef**  Cattle should graze on the island for at least 75% of its life. | *Movement records may be checked to provide proof that the cattle have been grazed on the island for at least 75% of its life.* |
| **Isle of Man Lamb**  Lambs should graze on the island for at least 75% of its life. | *Movement records may be checked to provide proof that the lamb has been grazed on the island for at least 75% of its life.* |
| **Isle of Man Pork**  Pigs must have spent at least 75% of their life on the IOM | *Movement records may be checked to provide proof that the pigs have spent at least 75% of their life on the island.* |
| **Isle of Man Goat**  Goats must have spent at least 75% of their life on the IOM | *Movement records may be checked to provide proof that the pigs have spent at least 75% of their life on the island.* |
| **Isle of Man Poultry**  Birds must have spentat least 75% of their life on the IOM. | *Movement records may be checked to provide proof that the poultry spent at least 75% of their life on the island.* |
| **Isle of Man Milk and Dairy Products**  Milk to be produced and processed on the IOM.  Dairy products e.g. cheese, yoghurt, ice cream etc. to be processed on the IOM and consist of a minimum of 100% (volume) of IOM produce | *You may be asked to demonstrate that the milk used has been sourced from an island dairy herd.* |
| **Criteria** |  |
| **Isle of Man Eggs**  Must be laid on the Island. | *You may be asked to demonstrate that the eggs used have been sourced from an island farm.* |
| **Isle of Man Grown Crops** - including trees and the produce falling in the following sub-categories:  **Outdoor Vegetables** - Field scale and or market garden grown, including vegetable plants    **Fruit crops** - Soft and top fruit, including rhubarb.  **Protected cropping** - Tunnels and glass houses e.g. tomatoes, peppers and strawberries  **Nursery Stock** - Annuals and perennials, including bedding plants, trees, bulbs and vegetable plants.  **Cut flowers** -Indoor and outdoor produced.  **Miscellaneous** - Holly, mistletoe, hops and wheat sheaves. | *All grown produce must spend a minimum of 75% of its growing life on the IOM. Plugs that have been brought in must have traceability. You shall maintain documentation proving that the Produce was grown on the Island and on request; you shall allow the examination of such records.* |
| **Isle of Man Game**  Game must be shot or caught on the IOM by an authorised person. | *An authorised person must have the permission of the landowner to hunt and they must carry all the necessary licence(s) and permissions at any one time.* |
| **Isle of Man Fish**  Fish must be caught on the IOM by an authorised person.  Farmed fish must be covered by a quality assurance scheme. | *An authorised person must have the permission of the landowner to fish and they must carry all the necessary licence(s) and permissions at any one time.* |
| **Isle of Man Sea Fish / Seafood**  Fish must be caught by vessels, registered or based in IOM harbours. All fish must be landed and processed on the IOM. | *You may be asked to demonstrate that fish/ Seafood has been caught and landed and processed on the island. You must have relevant Harbour Authority permission to land the catch, and carry all necessary licence(s) & permissions.* |
| **Isle of Man Honey**  Honey must be 100% Manx and not blended with Non Manx Honey | *Confirmation from the Isle of Man Bee Keepers Federation will be required to show that the product requested is 100% Manx* |

**Processed Products**

|  |  |
| --- | --- |
| **Criteria** |  |
| **Processed products**  Processed products must contain a minimum of 75% Manx ingredients including the main ingredient – 75% number of ingredients. For 2 ingredient products – main has to be Manx, i.e. ingredient that defines the product | *Invoices and receipts of produce purchased may be checked.* *75% number of ingredients. For 2 ingredient products – main has to be Manx, i.e. ingredient that defines the product.* |
| **Cooked products**  Cooked products must contain a minimum of 75% Manx ingredients including the main ingredient – 75% number of ingredients. For 2 ingredients products – main has to be Manx, i.e. ingredient that defines the product | *Invoices and receipts of produce purchased may be checked.* *75% number of ingredients. For 2 ingredient products – main has to be Manx, i.e. ingredient that defines the product.* |
| **Processed products – ingredients not available to be sourced on the Island**  Processed products where the main ingredient is not grown, reared or commercially available on the island must be 100% processed on the island and go through substantial transformation on island e.g. coffee. – Substantial transformation = results in a new and different good with a new name, character, use and tariff codes – excludes products canned, sliced, crumbled, frozen or mixed. | *Availability will be assessed by DEFA and/or the Steering Group*  *Evidence of island processing will be sought and that those ingredients that are available on the Island are sourced on it.* |

**SCHEDULE 2: THE NON-EXCLUSIVE LICENCE AGREEMENT**

**BETWEEN:**

1. Department of Environment, Food and Agriculture a Department of the Isle of Man Government of Thie Slieau Whallian, Foxdale Road, St John’s, Isle of Man (‘the Licensor’); and
2. The Applicant defined in Part 1 of the Application Form.

**WHEREAS:**

1. The Licensor operates the “Isle of Man Provenance Label ”for the promotion of agricultural products and services originating from the Isle of Man and meeting with the quality standards specified in the Criteria .
2. The Applicant is a producer or business based on the Isle of Man and wishes to exploit the goodwill attaching to the Isle of Man Provenance Label by selling his products or services under the Isle of Man Provenance Label and as a licensee under the Label.

**IT IS AGREED as follows:**

1. **Definitions**

In this Agreement the following terms shall have the following meanings:

**‘Agreement’** means the agreement between the Applicant and the Licensor comprising of this Licence, the Application Form, the Criteria, the Certificate and all the appendices thereto.

**‘Approved Materials’** means the marketing and packaging materials provided by the Licensor, whether physical or electronic.

‘**Certificate’** means the certificate issued by the Licensor to the Applicant in respect of the Products on the Applicant’s acceptance to the Label

‘**Criteria’** means the Criteria for the Products or Services to be eligible to participate in the Label as is set out in Schedule 1 to the Application Form (and the Criteria may be amended by the Licensor from time to time).

**‘Intellectual Property’** means the Isle of man Provenance Label and all and any goodwill attached to the Isle of Man Provenance Label, and all copyrights/designs and any registered or unregistered rights in the Isle of man Provenance Label.

**‘Isle of Man Provenance Label’** means the unregistered mark which is owned by the Licensor, and is licensed by it to third parties to identify participants in the Label (or as such mark may be varied by the Licensor from time to time)

**‘Notice’** means notice in writing served in accordance with the provisions of clause 21

**‘Products’** means the Products (as is defined in the Criteria) and that are listed in the Certificate in respect of which the Applicant has applied to be eligible to use the Isle of man Provenance Label and in respect of which the Licensor has granted the Licence

**‘Services’** means the business activities of the Applicant that are in compliance with the Criteria and that are listed in the Certificate in respect of which the Applicant has applied to be eligible to use the Isle of Man Provenance Label and in respect of which the Licensor has granted the Licence

**‘Licence Fee’** means the Licence payment to be made to the Licensor by the Applicant under clause 6.

**2. General**

1. The Licensor is the sole owner of the Intellectual Property
2. The Licensor has the right to grant licences of the Intellectual Property
3. The Applicant has requested a licence to use the Intellectual Property in respect of the Products
4. The Licensor has agreed to grant such a licence to the Applicant on the terms set out in this Agreement
5. **Grant**

(a)In consideration of the obligations undertaken by the Applicant under this Agreement and the payment of the Licence Fee the Licensor grants, on the issue of the Certificate by the Licensor to the Applicant, to the Applicant a non-exclusive licence to use the Isle of Man Provenance Label to manufacture distribute and market the Products or Services in accordance with the Criteria and any instructions given or approved by the Licensor under the terms of the Agreement.

(b)The grant of the Licence is conditional upon the Products or Services being in conformance with the Criteria (as the Criteria may be varied by the Licensor from time to time).

(c)The grant of a Licence shall be at the absolute discretion of the Licensor, who will not be obliged to give any reasons for any refusal of a licence and may grant the licence only in respect of some of the Products or Services for which the Applicant has applied for the licence.

1. **Reservation**

The Licensor hereby expressly reserves the right to grant licences of the Intellectual Property to any number of other licensees.

1. **Term**
2. This Agreement shall extend for an initial period from the date of the Certificate to 31st December in the same year (“the initial Term”).
3. Provided that neither party has terminated the Agreement under the provisions of clause 12 below, at the end of the initial Term this Agreement shall have a fixed Term of a further 5 years.

**6. Applicant’s obligations including as to conformity to the Criteria and quality**

1. The Applicant shall manufacture or otherwise produce the Products in accordance with the Criteria or such other specifications as the Licensor may from time to time substitute and at all times ensure that the Products are of the highest quality attainable within such specifications
2. At the Licensor’s reasonable request, the Applicant shall deliver to the Licensor free of charge samples of each unit of the Products including their wrappings and packaging
3. The Applicant shall supply to the Licensor free of charge such further samples of the Products as the Licensor may reasonably require from time to time.
4. The Applicant must notify the Licensor if at any time there are any changes to the Products which do or may take such Products outside of the Criteria or other specifications of the Licensor
5. The Applicant shall pay to Licensor the Licence Fee in advance for the Initial Term and annually for each subsequent year of the Term The Licence Fee for the Initial Term shall be Twenty –Five Pence (0.25p) receipt thereof is hereby acknowledged by the Licensor.
6. The Licensor shall have the option to review the amount of the Licence Fee during the remaining fixed Term of the Agreement referred to in clause 5(b) hereof.

7. **Use and protection of Intellectual Property**

1. The Isle of Man Provenance Label shall only be used by the Applicant as follows:
   1. the Isle of Man Provenance Label shall only be promoted and displayed on the packaging of the Products or in respect of the Services by use of the Approved Materials
   2. each unit of the Products which the Applicant is producing or marketing under the Label or as part of the Label, shall display the Isle of Man Provenance Label in a manner approved by the Licensor
   3. on the Approved Materials in relation to reasonable marketing and advertising for the Products or Services
2. The Applicant shall not use any of the Intellectual Property as part of the Applicant’s name or the name of any entity associated with it without the prior written consent of the Licensor
3. The Applicant shall not during the subsistence of this Agreement or at any future time register or use any of the Intellectual Property in its own name as proprietor
4. The Applicant recognises the Licensor’s title to the Intellectual Property and shall not claim any right title or interest in the Intellectual Property or any part of it save as is granted by this Agreement
5. The Applicant shall not assign the benefit of this Agreement or grant any sub-licence without the prior written consent of the Licensor
6. The Applicant shall hold all goodwill generated by its operations under this Agreement as bare trustee for the benefit of the Licensor

**8. Use of the Approved Materials**

1. To obtain Approved Materials from the Licensor, the Applicant shall request in writing the amounts required from the Licensor, who will use reasonable endeavours to supply such materials to the Applicant within a reasonable period of time. Whilst effort is made by the Licensor to maintain sufficient reserves of the Approved Materials, the Licensor shall be free to supply different quantities of the Approved Materials than that was required by the Applicant.
2. The Applicant may apply to the Licensor to other Approved Materials (which may be physical materials or electronic materials).
3. The Licensor shall be entitled to charge the Applicant for the Approved Materials at the rates the Licensor sees fit.
4. The Applicant is not permitted to reproduce any of the Approved Materials or create any of his own materials baring the Isle of Man Provenance Label unless with the prior written approval of the Licensor.
5. The Approved Materials supplied to the Applicant are intended for the sole use of the Applicant solely for the purpose of promoting the Products or Services under the Label and the Applicant is not entitled to transfer or assign any such Approved Materials to any other Applicants of the Licensor or to any third party.
6. The Applicant shall, during and after the termination of this agreement, in any matters arising from this agreement and in all of its dealings with the Licensor, act at all times in good faith and in the best interests of the Licensor, and if so requested by the Licensor, at the of the Licensor, provide any necessary support and assistance for protecting the Intellectual Property.
7. **Applicant not to use the Licensor’s name**

The Applicant shall not except with the prior written consent of the Licensor make use of the name of the Licensor in any connection otherwise than is expressly permitted by this Agreement

1. **Applicant’s obligations as to marketing**

The Applicant shall at all times use its best endeavours to promote and sell the Products

All the Products must be clearly labelled with the Isle of Man Provenance Label as required by clause 8 above and segregated from other produce.

1. **Action against third parties**
2. The Licensor shall have the sole right to take action against third parties in respect of the Intellectual Property and if required to do so by the Licensor the Applicant shall co-operate fully with the Licensor in any such action the Applicant’s expenses incurred in doing so being borne by the Licensor
3. If the Licensor fails to take any such action against third parties or to require the Applicant to do so the Applicant may serve Notice on the Licensor and on the expiry of 30 days after the service of such Notice the Applicant shall be entitled to prosecute such action itself and at its own expense provided that the Licensor has not served Notice within the 30 day period of its own intention to take action
4. The Applicant shall in no circumstances settle any claim or action against third parties without the prior written consent of the Licensor
5. All damages recovered from third parties shall be the exclusive property of the Licensor provided that the Applicant shall be entitled to set off any expenses which it is able to claim from the Licensor under this clause 14 against damages recovered by itself

**12. Termination**

1. **Termination for breach** 
   1. The following breaches are fundamental and shall entitle the Licensor forthwith to give Notice terminating this Agreement and thereupon this Agreement shall absolutely terminate and cease to have effect but without prejudice to the rights and remedies of the Licensor in respect of the breach or antecedent breach by the Applicant of any of its obligations under this Agreement:
      1. failure on the part of the Applicant to make any payment due to the Licensor under this Agreement for 21 days after such payment shall have become due
      2. in the event that the Applicant is or has been producing or manufacturing Products or providing Services that fail to conform with the Criteria
      3. Failure on the part of the Applicant to maintain any records or documents required by the Criteria and/ or failure to allow the Licensor (or its designated agent) to inspect any such records and documents.
      4. The provision of incorrect or misleading information to the Licensor
      5. failure on the part of the Applicant to perform any of its other obligations under this Agreement
      6. the voluntary or compulsory liquidation of the Applicant or the appointment of a receiver of its assets
2. **Termination by the Licensor** 
   1. If at any time the Licensor:

(a) ceases to have the right described in clause 2(b) to grant licences of the Intellectual Property or for any other reason decides in its discretion to cease to operate the Label; or

(b) has reasonable cause to believe that, even if no breach of this Agreement has occurred, the Applicant has not acted in or the Products or Services are not in accordance with the Criteria, and/or that there is cause for concern as to the best interests and goodwill of the Licensor and/or the Label from the continued membership of the Applicant and its Products or Services within the Label

the Licensor may forthwith terminate this Agreement by giving Notice to the Applicant

* 1. The Applicant shall have no claim against the Licensor in respect of such termination but if the termination is pursuant to clause 12(b)(i)(a) above such portion of the Licence fee as (pro rata) relates to the period after termination shall be repaid to the Applicant.

1. **Termination by the Applicant**

The Applicant shall be entitled to terminate the License by giving a minimum of one (1) month’s prior written notice, such notice to expire on any anniversary of this Licence. If the Licensor amends the Criteria at any point and the Applicant is as a result of such change unable thereafter to comply with the Criteria, the Applicant may give to the Licensor notice to terminate this Licence with immediate effect. In that circumstance, the Licensor will reasonably consider the repayment of any portion of the Licence Fee paid by the Applicant which would relate to the period after its termination (but for the avoidance of doubt it shall not be obliged to make such a repayment if it feels that it is reasonable not to do so).

**13. Termination consequences**

1. On termination of this Agreement whether by expiry of the term or otherwise the Applicant shall discontinue all use of the Isle of Man Provenance Label
2. If the Applicant shall have any remaining stocks of its Products at the time of termination they may be disposed of by the Applicant in compliance with the terms of this Agreement, but not otherwise and in particular, but without prejudice to the generality of the foregoing, in strict compliance with the Criteria and other rules of the Label and this Licence Agreement.
3. Any unused Approved Materials shall be returned by the Applicant to the Licensor.
4. Subject only to clause 13(c) above, any monies paid (including any charges paid for the Approved Materials) under this Agreement shall not be refundable on termination.

**14. Indemnity**

1. Licensor’s right to indemnity
   1. The Applicant shall indemnify the Licensor against all actions claims costs damages and expenses which it may suffer or sustain as a result of the actions of the Applicant
2. Applicant’s right to be indemnified
   1. The Licensor shall indemnify the Applicant against all actions claims costs damages and expenses arising out of the Applicant’s use of the Intellectual Property in accordance with the terms of this

Agreement

**15. Inspection & co-operation**

1. The Applicant shall at all reasonable times allow the Licensor access to inspect any records and documents that the Applicant is required to maintain under the Criteria and permit the Licensor (or its agent) to inspect the Applicant’s premises and all appropriate records and documents in order to satisfy itself that the Applicant is complying with its obligations under this Agreement
2. The Applicant shall at the reasonable request of the Licensor in writing, within 30 days of such a request, deliver to the Licensor a statement giving particulars of all sales of the Products and/or provision of the Services under the Isle of Man Provenance Label affected by the Applicant within the 3 months immediately preceding such a request.
3. The Applicant hereby grants the Licensor the right to contact any third parties who are used by the Applicant to process or source any of the Produce, for the purpose of validating that the Products or Services are compliant with the Criteria and the Applicant agrees to arrange and execute any necessary permissions required for the Licensor to be able to do so.
4. **No waiver**

No waiver by the Licensor of any of the Applicant’s obligations under this Agreement shall be deemed effective unless made by the Licensor in writing nor shall any waiver by the Licensor in respect of any breach be deemed to constitute a waiver of or consent to any subsequent breach by the Applicant of its obligations.

1. **Severance**

In the event that any provision of this Agreement is declared by any judicial or other competent authority to be void, voidable or illegal the remaining provisions shall continue to apply unless the Licensor at its sole discretion decides that the effect is to defeat the original intentions of the parties in which case it shall be entitled to terminate the Agreement by 30 days’ Notice

1. **Interpretation**
2. Except where the context otherwise requires, words denoting the singular include the plural and vice versa; words denoting any gender including all genders; words denoting persons include firms and corporations and vice versa; references to legislation, regulations or best practice guidelines shall mean such legislation, regulations or guidelines as they are amended from time to time;
3. clause headings are for ease of reference only and do not affect the construction of this agreement
4. **No agency or partnership**

The parties are not partners or joint ventures nor is the Applicant entitled to act as the Licensor’s agent nor shall the Licensor be liable in respect of any representation act or omission of the Applicant of whatever nature. Nothing contained herein shall mean or imply any responsibility on the part of the Licensor for the Products.

1. **Notices**

Any Notice to be served on either of the parties by the other shall be sent by pre-paid recorded delivery or registered post or by facsimile transmission to the address stated above and shall be deemed to have been received by the addressee within 72 hours of posting or 24 hours if sent by facsimile transmission to the correct number(with correct answer back) of the addressee

1. **Transmission of benefit & Assignment**
2. This Agreement shall be binding upon and inure to the benefit of the Licensor and its successors and assigns
3. The Agreement shall not be assignable by the Applicant who shall also not have the right to grant any sub-licences under the Licence contained herein.

**22 Entire Agreement**

This Agreement comprising of this Licence, the Application Form, the Criteria and any appendices thereto, forms the entire Agreement between the parties. In the event of any conflict between the Application Form, the Criteria, the Certificate and all appendices the provisions of this Licence will take precedence.

1. **Governing law**

This Agreement shall be governed and construed by the law of The Isle of Man and the parties submit to the exclusive jurisdiction of the courts of The Isle of Man and to the enforcement of such judgment in any jurisdiction.

**SCHEDULE 3 – Appeals process**

RIGHT OF APPEAL

An applicant may, within 28 days of the date of notification of a decision under the Label, request in writing that

the Department review the decision, stating the grounds on which the review is requested.

In the first instance, this application shall be reviewed by an officer of the Department who has had no

involvement in the original application; this is known as a Stage 1 appeal.

Stage 1 appeal decisions are to be made and notified to the applicant within 30 days of the date the review

request was received.

Following notification of the outcome of the review, if an applicant considers that the grounds for appeal have

not been addressed, he or she may apply in writing to the Department requesting that the matter be referred

to the Appeals Committee (“the Committee”).

This is known as a Stage 2 appeal.

A stage 2 appeal shall be heard and a recommendation made by the Committee within 90 days from the date

a request for a Stage 2 appeal is received.

Applicants may opt to have either a written or oral Stage 2 appeal.

In the case of a written appeal, the appeal request document and all other relevant paperwork, including the

review paperwork, shall be considered by the Committee in advance of the meeting without the appellant

present.

In the case of an oral appeal the appellant shall receive all the paperwork which is to be considered by the

Committee at least 7 days in advance of the appeal hearing and he or she will be invited to attend the meeting.

Applicants can be accompanied and can appoint a legal representative or other person to represent them.

During the oral hearing the appellant shall be extended the opportunity to present his or her case and respond

to the Committee’s questions. Applicants may be accompanied and may wish to appoint someone to

represent them.

Once the appeal hearing is complete, the applicant and anyone accompanying him or her shall leave the meeting

and the Committee shall deliberate on the matter.

The Committee must send a recommendation to the Minister of the Department for consideration and

final decision.

The Minister must make the decision within 28 days from receipt of the Committee’s recommendation,

however, where an appeal is particularly complex, a further period of consideration may be required and the

appellant shall be notified of this in writing.

The Department shall provide the appellant with written notification of the Minister’s decision within 28 days of

the date of the decision being made.

For the purposes of the Label, the Committee shall be convened by the Department as required and shall

consist of an industry representative, a Department representative who has not been involved in the original

decision or the review and an independent person who has appropriate knowledge of the subject area.

The Department shall seek nominees to the Committee and maintain a list of those nominees along with a

reference to their particular area of expertise.

This list shall be available for inspection upon request.

The Committee when dealing with a Stage 2 appeal must —

(a) work within the parameters of the Label;

(b) not award compensation; and

(c) make objective and evidenced recommendations in line with the Label specifications.

COSTS OF AN APPEAL

1. An application for a Stage 2 appeal shall incur a cost of £300, payable when the appeal is submitted.
2. Any charge for an appeal under paragraph (1) shall be refunded where that appeal is successful.