



LICENCE AGREEMENT

between

Grazing Foundation [*Stichting Weidegang*]

and

[Company name/legal entity]

for the use of the Meadow Milk Logo

LICENCE AGREEMENT

The undersigned:

1. the foundation with full legal competence **GRAZING FOUNDATION (STICHTING WEIDEGANG)**], having its registered office at Uranusstraat 24, Haarlem, the Netherlands (“the Foundation”), lawfully represented in this matter by [full name of representative of the Grazing Foundation]; and
2. [Company name/legal entity], having its registered office at [legal entity’s registered office address] (the “**Licensee**”), lawfully represented in this matter by [full name of the Licensee’s representative],

hereafter referred to collectively as the “**Parties**” and individually as the “**Party**”;

WHEREAS:

- (A) the object of the Foundation is to encourage and support dairy farmers in the Netherlands to pursue grazing;
- (B) the Foundation holds the Logo specified in this preamble at (C), (i) to distinguish certain Meadow Dairy Companies in respect of certain dairy products for which a Grazing Certificate has been issued, (ii) with a view to marketing certain dairy products and (iii) for marketing, communications and promotion in relation to these matters;
- (C) the Foundation is the exclusive holder of and copyright and right holder in the (rights pertaining to the) word mark(s) depicted in **Annex 1**, with the registration numbers specified there (this mark/these marks collectively forming the “**Meadow Milk Logo**”);
- (D) the Licensee has received the Grazing Certificate part C (as defined below) from the Certifying Body (as defined below), with the Licensee thus having shown that it is complying with the General Terms and Conditions for Grazing and Meadow Dairy Products of the Grazing Foundation (the “**General Terms and Conditions**”), adopted by the Foundation and attached to this Agreement as **Annex 2**, as also the other conditions imposed by the Certifying Body in the Certification Agreement (the “**Certification Agreement**”), or else acquires Meadow Dairy Products from a Meadow Dairy Company and as such the Licensee is qualified to use the Meadow Milk Logo;
- (E) the Parties wish to record the rights and obligations associated with the said use in writing in this agreement (the “**Licence Agreement**”);

agree as follows:

Article 1 – Definitions

Except insofar as explicitly amended in what follows, the expressions beginning with a capital letter in this Licence Agreement have the meanings allocated to them in the General Terms and Conditions. The following definitions apply in this Agreement:

- “**Licence**” : the Licence described in Article 2 of this Licence Agreement;
- “**Licensee**” : a legal entity and holder of a License Agreement
- “**Packaging**” : packaging of Meadow Dairy Products for which the Licensee holds a Grazing Certificate and brought to market by the Licensee through the production of Meadow Dairy Products and/or the purchase of such Meadow Dairy Products from a (different) Meadow Dairy Company;
- “**Promotional Material**” : all products and performances used by the Licensee in the performance of its operations in relation to the Packaging, which includes but is not confined to texts, brochures, advertisements, designs, concepts, information, drawings, slogans, photographs, films, (advertising) campaigns, image material, computer software, websites and other publicity and advertising materials, including promotional materials manufactured or to be manufactured by third parties for the Licensee’s Packaging.

Article 2 – Licence

1. The Foundation hereby grants to the Licensee, for the duration of this Licence Agreement, the non-exclusive right to use the Meadow Milk Logo as specified in **Annex 1** on the Packaging and Promotional Materials (the “Licence”). The Licence is linked to the Grazing Certificate of the Licensee or of the Meadow Dairy Company from which Meadow Dairy Products are purchased in consumer packaging. The Licensee is obliged, when this Licence Agreement starts, to communicate the numbers of the (partial) Grazing Certificate(s) to which the Licence will be linked. The Licensee is obliged to notify the Foundation in writing,

as quickly as possible but in any event by the day when the Meadow Dairy Product is first brought to market, of any new Grazing Certificate(s) to which the Licence is linked. The Licensee hereby accepts the Licence, on the conditions and restrictions set forth in the Licence Agreement.

2. Written consent is required from the Foundation for any and all use of the Meadow Milk Logo apart from that specified in paragraph 1.
3. The Licensee is not entitled to re-license, sub-license, assign or in any other way grant or allow the use of the Licence from the Foundation by third parties, unless explicit written consent to do so has been received from the Foundation in advance.
4. The Foundation warrants that it holds sole rights to the Meadow Milk Logo and will indemnify the Licensee in respect of any claim by third parties pertaining to any alleged infringement of copyright or trademark rights in the Meadow Milk Logo. This indemnification does not apply to the extent that the Licensee at any point fails to use the Meadow Milk Logo in accordance with the provisions in this Agreement.

Article 3 – Payment

1. The Licensee is due an annual payment (contribution for Licensees) to the Foundation as specified in article 15 of the General Terms and Conditions.
2. The Executive Board fixes the amount of the payment each year on the basis of general expenditure, as specified in greater detail in Article 15 of the General Terms and Conditions. The Licensee may terminate the Licence Agreement with immediate effect if the annual payment is increased. Article 8 of the Licence Agreement does not apply to this paragraph.
3. If the Licensee fails to meet said payment obligation, or fails to do so on time or fully, the Foundation will be entitled to suspend the Licence Agreement (and the rights and obligations it contains) until the Licensee has fully complied with its payment obligation.

Article 4 – Licensee's obligations

1. Through the use of the Meadow Milk Logo, the Licensee will not in any way detract from the reputation or distinctive character of the Meadow Milk Logo or its associated goodwill, or the Foundation or its reputation. In this context, the Licensee will specifically:
 - (i) not introduce any changes to the Meadow Milk Logo and/or use the Meadow Milk Logo in an amended form, otherwise than as shown in **Annex 1**;
 - (ii) not make any additions to the Meadow Milk Logo, including its own trademark, (company) logo and/or other text;
 - (iii) not integrate the Meadow Milk Logo into its own trademark;
 - (iv) not use the Meadow Milk Logo as its own trademark;
 - (v) not use the Meadow Milk Logo in such a way that any confusion could arise in relation to the purpose for which the Meadow Milk Logo is intended; and
 - (vi) at all times comply with the relevant, applicable statutory provisions and regulations in any other countries where the Meadow Milk Logo is used.
2. The Licensee will ensure that the Packaging and/or the Promotional Materials are of the highest possible quality and are of such an appearance that the reputation and distinctive character of the Meadow Milk Logo and its associated goodwill and the Foundation's reputation are not in any way adversely affected. The use of the Meadow Milk Logo is therefore only permitted on the following conditions:
 - (i) the Meadow Milk Logo must be displayed in the colours depicted in **Annex 1**;
 - (ii) the Meadow Milk Logo must be affixed clearly and legibly; and
 - (iii) the Meadow Milk Logo must be used in accordance with the additional conditions set forth in **Annex 1** of this Licence Agreement. In the event that the Meadow Milk Logo is used outside the Netherlands, the additional conditions (including the text on the Packaging) will where necessary be adapted so as to comply with all of the relevant, applicable statutory provisions and regulations in the country or countries in question.
3. The Licensee undertakes to use the Meadow Milk Logo in such a way as to comply with the applicable statutory provisions regarding its compulsory use. The Licensee will immediately notify the Foundation of any (proposed) interruption to the use of the Meadow Milk Logo that lasts more than 3 months.
4. The Licensee is not entitled, without prior written permission from the Foundation, to file or register, directly or indirectly, anywhere in the world and in any manner whatsoever (i) the Meadow Milk Logo (or any element thereof), or (ii) a sign that is confusingly similar to the Meadow Milk Logo or any part thereof, as an intellectual property right, as a URL or in any other manner whatsoever.

5. If the Licensee is not entirely clear on whether its use or proposed use of the Meadow Milk Logo is in accordance with the terms of this Licence Agreement, it will consult the Executive Board as quickly as possible about such use or proposed use.
6. The Licensee will at all times continue to comply with the General Terms and Conditions and, if applicable, the other terms and conditions set forth by the Certifying Body in any documents, including the Certification Agreement under which the Grazing Certificate, part C, is awarded to the Licensee.

Article 5 - Intellectual property rights

1. The Licensee acknowledges that the intellectual property rights (including, in any event, but not confined to trademark rights and copyrights) in relation to the Meadow Milk Logo are invested exclusively in the Foundation and will not make any claims to these. The Parties will consult as to whether the Licence should also be noted in the trademark register.
2. For the duration of this Licence Agreement, the Licensee will refrain from any act that might in any way cause damage or detriment to the Meadow Milk Logo, to its reputation or distinctive character and/or to the reputation or good name of the Foundation. In turn, the Foundation will refrain from any act that might in any way cause damage or detriment to the Licensee, to its reputation or distinctive character, or to its products and/or its intellectual property.
3. The Licensee will immediately notify the Foundation of any infringement or threatened infringement of the intellectual property rights pertaining to the Meadow Milk Logo that comes to its attention. The Licensee will lend its cooperation to tracking down any third parties who infringe or threaten to infringe the said rights. The Parties will consult on any follow-up steps to be taken.
4. The Foundation is only entitled to amend the Meadow Milk Logo, or else to replace it with a (similar) Logo, if it is obliged to do so on the basis of legislation regulations or amendments thereto, a judicial decision and/or a decision by a dispute settlement committee. The Executive Board will notify the Licensee of any such circumstances. In such cases, the Parties will make further arrangements concerning the period of transition from use of the Meadow Milk Logo to use of the amended or new Logo. All provisions in this Licence Agreement will then remain in full force and effect.

Article 6 – Duration and termination

1. The Licence Agreement is concluded for an indefinite period. It comes into effect on the date of its execution.
2. The Licence Agreement may be cancelled by the Licensee in writing, subject to observing a notice period of six (6) months, by means of registered letter with acknowledgement of receipt. The Licensee will not be due any payment to the Foundation in connection with such cancellation, apart from the annual payment for the year in which the Licence Agreement is terminated. The Foundation may not cancel the Licence Agreement unless maintaining it in force cannot reasonably be required, which in any event includes the situations specified in paragraphs 3 and 4 of this Article.
3. All of the rights and powers granted to the Licensee in this Licence Agreement will be suspended for as long as the Grazing Certificate, part C, which is linked to the unique sequential number, is suspended or temporarily revoked. This Agreement will come to an end by operation of law with immediate effect if the said Grazing Certificate, part C, is definitively revoked.
4. The Foundation is entitled to terminate the Licence Agreement with immediate effect:
 - (i) if the Licensee imputably fails to comply with its obligations in terms of (i) this Licence Agreement, or (ii) (if applicable) the Certification Agreement(s), or if the Licensee otherwise acts in breach of or fails to comply with any obligation in terms of the General Terms and Conditions, and if such failure continues beyond thirty (30) days after receipt of a proper notice of the fault from the Foundation; in all these cases, the Foundation will be entitled to publish the fact of revocation of the Licence and the reasons underlying the Executive Board's decision to revoke the Licence on the Foundation's website;
 - (ii) if applicable, on termination of the Certification Agreement(s);
 - (iii) if the Licensee becomes bankrupt or subject to a moratorium on payments.
5. When this Licence Agreement comes to an end, all of the rights and powers granted to the Licensee in terms of this Licence Agreement will automatically lapse with immediate effect.

Article 7 - Liability

1. Any imputable failure by the Licensee to comply with its obligations will entitle the Foundation to require the Licensee to reverse that failure, in full or in part, at the Licensee's expense and risk.

2. The Licensee is liable for damage sustained by the Foundation as a result of the failure(s) by the Licensee to comply with its obligations under this Agreement.
3. The Foundation is liable for damage sustained by the Licensee as a result of the failure(s) by the Foundation to comply with its obligations under this Agreement.

Article 8 – Amendment of the Licence Agreement

Every even-numbered year, the Foundation will be entitled to amend the provisions of this Licence Agreement unilaterally, but not unless the Licensee has been informed in writing, no later than 1 December of the foregoing uneven-numbered year, of the proposed amendments and has been given a period of four weeks, i.e. until 29 December at the latest, to notify the Foundation in writing of any wishes and thoughts it may have. Amendments come into effect on 30 January of that even-numbered year, following a resolution to that effect by the Executive Board, notified by or on behalf of the Foundation to the Licensee in writing no later than 16 January of that even-numbered year. In such cases, the Licensee will be entitled to terminate this Licence Agreement with immediate effect up until 28 February of that even-numbered year, if the amendment has a materially adverse impact on its legal position.

Article 9 – Final provisions

1. The annexes to this Licence Agreement form part of it.
2. If any provision in this Licence Agreement transpires to be invalid or not binding, the Parties will remain bound by the remainder of the provisions. The Parties will adopt one or more new provisions to replace the invalid ones, keeping as close to the spirit of the original provisions as is legally possible.
3. Dutch law applies to this Licence Agreement and its interpretation and implementation.
4. All disputes between the Parties regarding this Licence Agreement or its implementation will be determined by due observance of the Dispute Regulations attached hereto as an annex 4 to **Annex 2**. In urgent cases, the Parties will be entitled, notwithstanding the General Terms and Conditions and the Dispute Regulations, to apply to the preliminary relief judge for provisional relief.
5. The language to be used by the Parties to this Agreement is English; the Agreement will also be implemented in English, which will include the resolution of disputes as defined in paragraph 4 of this Article 9 of this Agreement, unless both Parties have a command of Dutch and determine by joint agreement that the language to be used will be Dutch.

as evidence whereof:

this Agreement is signed in duplicate in accordance with the following provisions:

Grazing Foundation [*Stichting Weidegang*]

..... [Company name/legal entity]

lawfully represented for this transaction by

lawfully represented for this transaction by

..... [name]

.....[name]

on.....[date]

on.....[date]

Annex 1: Application of the Meadow Milk Logo and explanatory text on the Packaging

The Meadow Milk Logo will preferably be used on the front and side panels and/or on the back of the Packaging. As from 1 January 2020, the Meadow Milk Logo must be at least 10 mm in diameter. The Logo and the explanatory text must be sufficiently legible. The Logo's colours are: black, green (CMYK 50C+100Y), green letters (CMYK 75C+100Y).

The Meadow Milk Logo is available in a variety of linguistic variants, which can be downloaded at www.meadowmilk.org or www.weidemilk.nl. The Meadow Milk Logo must be accompanied by an explanatory text in the same language(s) as the logo, in at least 1 place on the Packaging.

<p style="text-align: center;">Dutch</p>  <p style="text-align: center;">Registration: 0887884 Benelux-Bureau voor de Intellectuele Eigendom</p>	<p style="text-align: center;">German</p>  <p style="text-align: center;">Registration: 30 2015 107 524.1/29 Deutsche Patent- und Markenamnt</p>	<p style="text-align: center;">Dutch/French</p>  <p style="text-align: center;">Registration: 0932482 Benelux-Bureau voor de Intellectuele Eigendom</p>	<p style="text-align: center;">Spanish</p>  <p style="text-align: center;">Registration: 3.620.937 Oficina Española de Patentes y Marcas</p>
<p style="text-align: center;">Dutch/German</p> 	<p style="text-align: center;">Dutch/German/French</p> 	<p style="text-align: center;">French</p>  <p style="text-align: center;">Registration: 17 4 347 583 Institut national de la propriété industrielle</p>	<p style="text-align: center;">English</p> 
<p style="text-align: center;">Swedish</p> 	<p style="text-align: center;">Danish</p> 	<p style="text-align: center;">Italian</p> 	

Explanatory texts

Guideline:

- *The text in square brackets [...] is optional*
- *For the text in curly brackets {...}, a choice should be made between the options provided.*
- *The text in angle brackets <...> can only be used if the Grazing Certificate states that the milk has been produced from Dutch Meadow Farm Milk.*

Dutch

Long version

Dit [(huis)merk] zuivelproduct is gemaakt van <Nederlandse> weidemelk[. De weidemelk is] afkomstig van [naam zuivelverwerkend bedrijf] {boerderijen waar de koeien | koeien die} van het voorjaar tot in het najaar ten minste 120 dagen per jaar, minimaal 6 uur per dag in de <Nederlandse> wei lopen. [Daarom heeft dit zuivelproduct het weidemelk garantiezegel.]

Short version

{Dit zuivelproduct | Deze melk, yoghurt, kaas etc} is gemaakt van weidemelk afkomstig van koeien die ten minste 120 dagen per jaar, minimaal 6 uur per dag in de <Nederlandse> wei lopen.

French

Long version

Ce produit laitier [marque (distributeur)] est fait à partir de lait de pâturage <néerlandais>. Le lait de pâturage est originaire de [nom de l'entreprise laitière] [fermes] où les vaches paissent, du printemps jusqu'à l'automne, au moins 120 jours par an et un minimum de 6 heures par jour dans les pâturages <néerlandais>. [C'est pour cela que ce produit laitier possède un sceau de garantie lait de pâturage]. »

Short version

{Ce produit laitier | lait, yaourt, fromage, etc} est fabriqué à partir de lait de pâturage de vaches qui paissent au moins 120 jours par an et 6 heures par jour dans les pâturages <néerlandais>.

German

Long version

Dieses [(Haus-Marke)-Milchprodukt wurde aus <niederländischer> Weidemilch hergestellt, die von [Name milchverarbeitender Betrieb]-{Bauernhöfen} stammt, auf denen die Kühe] [Kühen stammt, die] vom Frühjahr bis zum Herbst an mindestens 120 Tagen und mindestens 6 Stunden pro Tag auf der <niederländischen> Weide grasen. [Deshalb hat dieses Milchprodukt das Weidemilch-Gütesiegel.]

Short version

Dieses Milchprodukt wurde aus <niederländischer> Weidemilch hergestellt. Diese Weidemilch kommt von Bauernhöfen, deren Kühe zwischen Frühling und Herbst mindestens 120 Tage pro Jahr und 6 Stunden pro Tag auf <niederländischen> Wiesen grasen.

English

Long version

This [(house)brand] dairy product has been made from <Dutch> meadow milk[. The meadow milk originates] from [name dairy processing plant] {farms where the cows | cows that} graze in <Dutch> pastures from spring to autumn for at least 120 days a year for 6 hours a day [This is why this product has a warranty seal.]

Short version

This dairy product has been made from meadow milk produced by cows that have spent a minimum of 120 days a year grazing outdoors in <Dutch> pastures for 6 hours a day.

Italian

Long version

Questo prodotto caseario [con marchio (del produttore)] è preparato con latte di pascolo <olandese>[. Il latte di pascolo è] prodotto da [...] {fattorie in cui le mucche | mucche che} pascolano su campi <olandesi>, dalla primavera all'autunno, per lo meno 120 giorni all'anno, per un minimo di 6 ore al giorno. [Per questo motivo, questo prodotto caseario reca il sigillo di garanzia del latte di pascolo.]

Short version

Questo prodotto caseario è preparato con latte prodotto da mucche che pascolano su campi <olandesi> per lo meno 120 giorni l'anno, per un minimo di 6 ore al giorno."

Spanish

Long version

Este producto lácteo [El producto lácteo de esta marca] está hecho de leche de pasto <holandesa>, que procede[. La leche de pasto procede] de [nombre de la empresa procesadora de productos lácteos]{, en cuyas explotaciones ganaderas |, cuyas vacas} {explotaciones ganaderas donde las vacas | vacas que} pastan en los campos <holandeses> desde la primavera hasta el otoño al menos 120 días al año, como mínimo 6 horas al día. [Por eso, este producto lácteo tiene el sello de garantía de leche de pasto.]

Short version

Este producto lácteo está hecho de leche de pasto <holandesa>, procedente de explotaciones ganaderas donde las vacas pastan en los campos al menos 120 días al año, como mínimo 6 horas al día.

Swedish

Long version

Den här mejeriprodukten [som säljs under (det egna) varumärke(t)] [namn] är gjord av <holländsk> betesmjölk. [Betesmjölken] kommer från [namn på mejeriföretag] {<holländska> bondgårdar där korna får gå på bete från vår till höst, åtminstone 120 dagar per år och minst 6 timmar om dagen. [Denna mejeriprodukt har därför garantimärkningen "betesmjölk".]

Short version

{Denna mejeriprodukt / Denna mjölk, yoghurt, ost etc.} är gjord av betesmjölk från <holländska> kor som får gå på bete åtminstone 120 dagar om året och minst 6 timmar om dagen.

Danish

Long version

Dette [(hus)mærke] mejeriprodukt er fremstillet af <hollandsk> markmælk. [Markmælken] kommer fra [navn mejeri] {landbrug, hvor køerne | køer, som} fra forår til efterår har græsset på <hollandske> græsmarker mindst 120 dage om året i mindst 6 timer om dagen. [Derfor er dette mejeriprodukt forsynet med græsmælk garantimærkning.]

Short version

{Dette mejeriprodukt | Denne mælk, yoghurt, ost etc.} er fremstillet af markmælk, der kommer fra køer, som mindst 120 dage om året i mindst 6 timer om dagen har græsset på <hollandske> græsmarker.

Annex 2: General Terms and Conditions for Grazing and Meadow Dairy Products of the Grazing Foundation

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