

RULES

For the issue by AUSTRALIAN MEAT AND LIVE-STOCK CORPORATION of Certificates for the use of a Trade Mark corresponding to proposed Australian Trade Mark Registration No. 471181 in Class 29 in Part C in respect of "Meat, food prepared from or containing meat, and including canned meat".

DEFINITIONS

1. In these Rules unless anything in the context is inconsistent:
 - (a) "Trade Mark" means the Australian Trade Mark Registration corresponding to the representation in paragraph 10 of these Rules.
 - (b) "The Corporation" means AUSTRALIAN MEAT AND LIVE-STOCK CORPORATION.
 - (c) "The Committee" means the Trade Mark Committee appointed by the Corporation.
 - (d) "Person" means any individual, firm or body corporate.
 - (e) "Register" means the Register kept by the Committee of Authorised Users of the mark.
 - (f) "Authorised User" means any person for the time being entered in the Register.
 - (g) "Certificate" means any Certificate issued or renewed by the Committee in accordance with these Rules.
 - (h) "Meat" means meat as defined in the Australian Meat and Live-Stock Corporation Act (1977) as amended.

PROPRIETORSHIP

2. The Trade Mark is the absolute property of the Corporation and may not be used by any person otherwise than in accordance with these rules.
3. The Power of issuing and renewing and withdrawing a Certificate is vested in the Corporation acting through the Committee.

REGISTER

4. A Register shall be kept, and shall be made available for public inspection during normal business hours, at the offices of the Corporation at 219-227 Elizabeth Street, Sydney, New South Wales, 2000, containing (in addition to any other particulars that may from time to time be deemed necessary by the Committee) the names, addresses and trade descriptions of each Authorised User and the description of goods for which he is authorised to use the mark, together with the date of registration of the Authorised User, and particulars of renewal or withdrawal of the Certificate of the Authorised User.

CONDITIONS FOR ISSUE OF CERTIFICATE

5. The Trade Mark shall be used only in relation to goods of the following specification, that is to say: Meat, food prepared from or containing meat and including canned meat.

6. An Applicant for the issue of a Certificate for the use of the Trade Mark shall have been accredited by the Corporation in accordance with the AUS. MEAT Operations Manual, as amended from time to time, issued on behalf of the Corporation and attached to these Rules as Annexure I, a copy of which is available for public inspection at the offices of the Corporation.

7. An Applicant for the issue of a Certificate for the use of the Trade Mark shall prove to the satisfaction of the Committee:

- (a) That the Applicant will comply with the following conditions:
 - (i) The Mark shall only be used as a means of identifying meat, food prepared from or containing meat and including canned meat.
 - (ii) The prior written approval of the Corporation shall be obtained for all labels, packaging, advertising or other literature to bear the trade mark and shall ensure that the Trade Mark is always identified as a Certification Trade Mark.
 - (iii) Officers authorised pursuant to Section 47D of the Australian Meat and Livestock Corporation Act and issued with identity cards, pursuant to Section 47E of the Act and authorised agents shall be allowed to enter the Authorised User's establishment during regular business hours to inspect the goods bearing the Trade Mark, obtain samples of them and inspect the Authorised User's records to establish that these Rules are being complied with.

(b) The Authorised User shall execute an Agreement in the form set out in Schedule A to these Rules.

8. The Authorised User shall pay the annual fee for the use of the Trade Mark as follows:

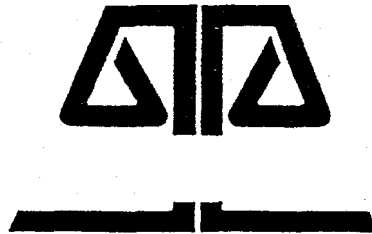
(a) a fee of \$1.00 to be paid for the first year; and

(b) such annual renewal fee as the Corporation may determine from time to time for payment by all Authorised Users, such fee to be the same for all Authorised Users.

9. Any Applicant who complies to the satisfaction of the Committee with the conditions contained in Rules 5, 6, 7, and 8 shall be entitled to the issue of a Certificate.

FORM OF THE CERTIFICATE

10. The following mark shall be the form of Certificate for the use of the Trade Mark:



This is to certify that

of

is authorised for a period of twelve months from the date of this Certificate to use the Trade Mark of which an exact copy appears on this Certificate, in relation to meat, food prepared from or containing meat, including canned meat for sale in Australia, the United States of America, Canada, Japan, Taiwan and France, subject to and in accordance with these Rules.

Dated this

day of

19 .

CONDITIONS FOR USE OF THE TRADE MARK

11. (a) A Certificate shall continue in force for a period of twelve months after it is issued.
12. (a) The manner of use of the said Trade Mark shall be as follows:
- (i) To be applied by or on behalf of the Authorised User to meat, food prepared from or containing meat, including canned meat conforming to the specification set down in Rule 5.
- (ii) Advertisements relating to meat, food prepared from or containing meat including canned meat and featuring the Trade Mark.
- (b) In making use of the said Trade Mark the Authorised User shall not alter or add to it provided that nothing in these Rules shall interfere with separate use by an Authorised User of a separate trade mark in relation to meat, food prepared from or containing meat, including canned meat but any such separate Trade Mark shall be clearly identified as a trade mark separate from the Certification Trade Mark.
13. The Corporation may call for evidence from Authorised Users to satisfy the Corporation that the Trade Mark is being applied in accordance with these Rules and may send representatives to the premises of Authorised Users to satisfy themselves that these Rules are being observed.

CONDITIONS FOR RENEWAL OF CERTIFICATE

14. (a) A Certificate shall be renewed on payment of the fee prescribed in these Rules.
- (b) The annual fee shall be paid to the Corporation not later than the date of expiry of the previous registration period.
- (c) Subject to the provisions of Rule 16, the Corporation may refuse to renew the Certificate of an Authorised User who has breached or refused to comply with these Rules.

BREACH OF REGULATIONS

15. (a) If an Authorised User breaches these Rules, or uses the Trade Mark in an unauthorised or improper manner, or loses accreditation by the Corporation in accordance with AUS. MEAT Operations Manual, as amended from time to time, the Certificate of the Authorised User shall be liable to be cancelled. If a decision is made to cancel a Certificate, the Authorised User shall be notified in writing of that decision.

(b) If the Committee cancels or refuses to renew a Certificate or if an Authorised User dies or does not renew a Certificate, all items bearing or indicating the Trade Mark shall forthwith be delivered to the Corporation for the purpose of being destroyed and after the cancellation, refusal to renew, or failure to renew the Certificate, the Authorised User, or in the case of death his representative, shall not sell, or expose for sale, any goods bearing the Trade Mark except with the consent of the Committee, which shall not be reasonably withheld.

APPEALS

16. In the event of the issue or renewal of a Certificate being refused or a Certificate being cancelled by the Committee the person concerned shall during the period of thirty days immediately succeeding the date of such refusal or cancellation or such further time as the Registrar in his discretion may allow, have the right to appeal against such refusal or cancellation to the Registrar of Trade Marks, Canberra, ACT and at the same time notice of such appeal shall be given to the Corporation. The decision of the Registrar in such appeal (after submission to him of such written and/or verbal representations as the parties desire to make or as he shall require) shall be final and binding on the Corporation and the person concerned.

POWER TO AMEND

17. Provided that the Registrar of Trade Marks consents, the Committee may from time to time alter these Rules or make new Rules but no such alteration or new Rule shall affect the use of the Trade Mark by an Authorised User during the current year of the Certificate, nor until the Authorised User has received two calendar months notice in writing of such new or altered Rules.

DELEGATION OF POWERS

18. The Committee may from time to time delegate its powers to a sub-Committee and to Inspectors or Officers duly appointed by a resolution of the Committee and who may be appointed and selected to represent the Committee, subject always to such conditions as the Committee may impose.

NOTICES

19. Any notice given by the Committee under these Rules to an Authorised User, shall be deemed to have been duly given if forwarded through the post by prepaid letter addressed to such Authorised User at his address on the Register.

20. The address of the Corporation for the service of Notices is 219-227 Elizabeth Street, Sydney, New South Wales, 2000.

SCHEDULE A

AGREEMENT TO BE EXECUTED BY AUTHORISED USERS

THIS AGREEMENT is made the day of
BETWEEN AUSTRALIAN MEAT AND LIVE-STOCK CORPORATION, of 219-227
Elizabeth Street, Sydney, New South Wales, 2000 (hereinafter called "the
Corporation")

AND

of

(hereinafter called "The Authorised User") WHEREAS the Corporation has
applied for registration of a Certification Trade Mark (hereinafter referred to as
"the Trade Mark") under Application No. 471181 dated August 20, 1987, AND the
Trade Mark is the absolute property of the Corporation and may not be used by
any person except under and by virtue of a Certificate issued under the
Corporation's Rules for issue of Certificate.

NOW IT IS HEREBY AGREED that in consideration of the payment of \$1.00 by
the Authorised User to the Corporation (the receipt of which sum the
Corporation acknowledges) and of the guarantee and agreement of the Authorised
User contained in this Agreement, the Corporation shall permit the Authorised
User up to and inclusive of the day of
to use the Trade Mark upon and in relation to:

Meat, food prepared from or containing meat, and including canned meat

and will issue a Certificate authorising the use by the Authorised User of the Trade Mark in relation to such goods and the Authorised User guarantees and agrees with the Corporation that the Authorised User will only use the Trade Mark in relation to goods covered by the Rules and will comply with the Rules, copy of which has been received, read and understood by the Authorised User AND The Corporation agrees:

That on payment by the Authorised User of such annual Renewal Fees as determined by the Corporation from time to time, and on compliance by the Authorised User with the Rules of the Corporation, the Corporation will renew the Certificate to the Authorised User AND IT IS HEREBY AGREED between the parties that this Agreement shall remain in force for so long as the Certificate shall remain in force.

Signed by)
for and on behalf of)
AUSTRALIAN MEAT AND)
LIVE-STOCK CORPORATION)
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