

## B. TERMS OF AUTHORISED TRADE MARK USE

### Interpretation

In this Agreement, unless the context indicates a contrary intention, the following words and expressions bear the meanings assigned to them –

1. **“Agreement”** means the agreement contained in this document which includes the Certification Application, Terms of Authorised Trade Mark Use, Conditions of Certification and Use Guidelines;
2. **“Certification”** means the process of the Old Vines Association certifying wine that complies with the Conditions of Certification;
3. **“Certification Application”** means the certification application form forming part of this Agreement that must be completed by the Producer;
4. **“Certification Fee”** means the annual fee listed in the Certification Application that is based on the annual production of Certified Goods by the Producer;
5. **“Certified Goods”** means the Old Vines wine of the Producer that has been certified by the Old Vines Association in terms of the Conditions of Certification for sale and advertisement under the Certification Trade Marks, and which may not exceed the maximum permitted volume of production as prescribed by the Producer Criteria on the Certification Application;
6. **“Certification Trade Marks”** means the trade marks illustrated in the Use Guidelines;
7. **“Conditions of Certification”** means the criteria listed in the Conditions of Certification and Use Guidelines;
8. **“Effective Date”** means the date of Signature by the Producer;
9. **“Licence”** means the Licence described in clauses 21, 22, 23 and 24 of this Agreement;
10. **“Old Vines”** means a vineyard that is 35 years old or older;
11. **“Old Vines Association”** means Old Vines Association NPC, with registration number 2016/293587/08, a South African non-profit company with its registered address at 4th Floor, Protea Place, Corner of Dreyer and Protea Road, Claremont, 7708, South Africa;
12. **“Parties”** means Old Vines Association and the Producer;
13. **“Producer”** means the producer listed in the Certification Application;
14. **“SAWIS”** means the SA Wine Industry Information & Systems NPC;
15. **“Territory”** means worldwide;
16. **“W.O Scheme”** means the Wine of Origin Scheme published in terms of the Liquor Products Act 60 of 1989; and
17. **“WS Document”** means unique harvest number received from SAWIS for the production of a Single Vineyard wine, in respect of the Single Vineyard registration as per a BG3 form.

### Introduction

18. The Old Vines Association is a Non Profit Company with the object to preserve Old Vines, and promote sustainable viticultural practices to create more Old Vines.
19. The Old Vines Association is the proprietor of the Certification Trade Marks and allows the Producer to use the Certification Trade Marks to identify certified wines made from Old Vines.
20. The Parties wish to enter into this Agreement in terms of which the Producer will acquire the right to use the Certification Trade Marks in respect of the Certified Goods in accordance with the terms and conditions of this Agreement with effect from the Effective Date for the duration of this Agreement.

### Licence

21. The Old Vines Association hereby grants to the Producer, which hereby accepts the non-exclusive, non-transferable licence, to use the Certification Trade Marks in the Territory in respect of the Certified Goods.
22. The Producer shall not be entitled to use the Certification Trade Marks in respect of goods other than the Certified Goods.
23. The Producer should not exceed the maximum permitted volume of production, as indicated on the Certification Application.
24. The Producer shall not be entitled to grant any sub-licences or other rights to any third party without the written consent of the Old Vines Association.

### Duration of Agreement

25. This Agreement shall be effective from the Effective Date until 31 January 2019 (“the Initial Term”) and may be renewed annually by agreement between the Parties for further periods of 12 months, provided that the Producer pays its annual Certification Fee by 28 February every year.

### Certification Fee

26. In exchange for the Certification of Certified Goods by the Old Vines Association and the use of the Certification Trade Marks by the Producer, the Producer shall pay the Certification Fee to the Old Vines Association.
27. The Certification Fee for the Initial Term shall be calculated *pro rata* in relation to the Effective Date of the Agreement.

### Use of the Certification Trade Marks and Quality Control

28. The Producer shall use the Certification Trade Marks in accordance with the Certification Application, Conditions of Certification, Terms of Authorised Trade Mark Use, Use Guidelines, and other specifications and quality standards from time to time prescribed by the Old Vines Association, and the Producer shall not use the Certification Trade Marks for any goods other than the Certified Goods.

29. Should the Producer fail to comply with the Certification Application, Conditions of Certification, Terms of Authorised Trade Mark Use, Use Guidelines, and other specifications and quality standards from time to time prescribed by the Old Vines Association, the Old Vines Association shall notify the Producer in writing of any such failure and the Producer shall thereafter comply strictly with all quality specifications and standards prescribed by the Old Vines Association. Should the Producer thereafter again fail to maintain the quality specifications and standards prescribed by the Old Vines Association, this Agreement may be terminated immediately by the Old Vines Association on written notice to the Producer.
- 32.2. Application by any third party for the registration in the name of such third party of the Certification Trade Marks; or
- 32.3. Infringement or unlawful competition involving the Certification Trade Marks.
33. In the event of any use, application or infringement referred to above, the Old Vines Association will take such steps as it may deem necessary in order to protect its rights in and to the Certification Trade Marks.
34. The Producer shall, if directed by the Old Vines Association, take such steps as are necessary to effect its recordal as a registered user of the Certification Trade Marks.
35. The Producer shall promptly advise the Old Vines Association of any such suit, claim or demand and the Old Vines Association shall be entitled at its cost and expense to take exclusive charge of the defence of any suit, claim or demand based on actual or alleged trade mark or trade name infringement resulting from the exercise of use by the Producer of any rights or licences granted to it in this Agreement and any negotiations for the setting up thereof through its own legal representatives. The Producer undertakes to co-operate fully with the Old Vines Association in such defence and to make available to the Old Vines Association copies of all relevant documentation.

### Obligations on Producer

30. The Producer acknowledges that the Old Vines Association is the sole proprietor of the Certification Trade Marks and acknowledges that the use thereof in terms of the Agreement shall inure for the benefit of the Old Vines Association. No right, title or interest in the Certification Trade Marks is hereby transferred except the right to use the Certification Trade Marks during the currency of this Agreement in the manner and subject to the terms and conditions set out in this Agreement.
31. The Producer shall not during the currency of this Agreement or thereafter, without the written consent of the Old Vines Association –
- 31.1. Directly or indirectly, register the Certification Trade Marks, or any trade marks confusingly similar thereto;
- 31.2. Dispute or assist any third party in disputing the validity of the Certification Trade Marks or the Old Vines Association's rights in respect of the Certification Trade Marks;
- 31.3. Claim or seek to obtain any proprietary right in respect of the Certification Trade Marks;
- 31.4. Incorporate and/or combine the Certification Trade Marks with any other trade mark, name, logo or device other than as prescribed in terms of the Use Guidelines;
- 31.5. Alter or amend the Certification Trade Marks in any way;
- 31.6. Use the Certification Trade Marks in respect of goods or services other than the Certified Goods;
- 31.7. Use the Certification Trade Marks in a way that brings it into disrepute or reflects negatively on the Old Vines Association; or
- 31.8. Register any domain names, company names or business names incorporating the Certification Trade Marks or a word or logo that is similar to the Certification Trade Marks.
32. The Producer undertakes without delay after becoming aware thereof to notify the Old Vines Association of any –
- 32.1. Use of the Certification Trade Marks (or any other mark or name which is confusingly similar to the Certification Trade Marks) by any third party in the Territory;

### Termination

36. If either Party hereto commit or allow to be committed any breach of the provisions of this Agreement and on its part to be performed or observed and not remedy such breach within 30 (thirty) days of notice being given to it by the other Party requiring the breach to be remedied, then the other Party shall be at liberty in every such case by notice in writing to terminate this Agreement and the Licence and rights herein granted immediately, without prejudice to the rights of either Party hereto in respect of any breach of any of the terms of this Agreement.
37. The Old Vines Association's remedies in terms of clause 36 above are without prejudice to any other remedies to which the Old Vines Association may be entitled in law.
38. Notwithstanding the provisions of clause 36 above, and unless otherwise agreed in writing between the Parties, this Agreement will automatically terminate without further notice in the event that –
- 38.1. The Producer fails to observe the provisions of clauses 22, 23 and 24 above;
- 38.2. The Producer fails to adhere to the undertakings given in clause 31 above;
- 38.3. The Producer is given notice to remedy in terms of clause 36 more than twice in any 12 (twelve) month period by the Old Vines Association;
39. The Old Vines Association is entitled to terminate this Agreement at any time, without cause, by giving the Producer 90 (ninety) days written notice.

### Effect of Termination

40. Upon termination or expiration of this Agreement,



- 40.1. All rights granted to the Producer hereunder shall forthwith revert to the Old Vines Association;
- 40.2. The Producer shall immediately cease using the Certification Trade Marks and not provide any goods under the Certification Trade Marks, other than to phase out all Certified Goods in the ordinary course of the Producer’s business;
- 40.3. The Producer shall not make use of any word, design, mark, slogan or trade mark owned by or associated with the Old Vines Association; and
- 40.4. The Producer shall not hold forth in any manner whatsoever that it has or ever had any connection with the Old Vines Association, or any of its associated entities, including but not limited to operating any websites or social media pages featuring and/or referring to the Old Vines Association or the Certification Trade Marks.

**Assignment**

- 41. Neither this Agreement nor any part, share or interest herein nor any rights or obligations hereunder may be ceded, delegated or assigned by the Producer without the prior written consent of the Old Vines Association.

Signed at \_\_\_\_\_ on the \_\_\_ day  
of \_\_\_\_\_ 2017.

**Producer:**

\_\_\_\_\_

**FULL NAMES:**

**DESIGNATION:**

Signed at \_\_\_\_\_ on the \_\_\_ day  
of \_\_\_\_\_ 2017.

**Old Vines Association NPC:**

\_\_\_\_\_

**FULL NAMES:**

**DESIGNATION:**



## C. CONDITIONS OF CERTIFICATION

### Classification

1. Single Vineyard Wine
  - 1.1. The wine should be produced on a separate WS document (number).
  - 1.2. The producer should indicate "Old Vine" on the SAWIS application form.
  - 1.3. The wine may not be blended.
2. Co-Harvest / Vinified Old Vine Grapes
  - 2.1. The vineyard block(s) should be certified on the most recent SAWIS 1 document, and registered as Single Vineyard(s) as per a BG3 form with SAWIS. The vineyard block(s) should also conform to, and be produced in accordance with, the Conditions of Certification of the Old Vines Association before the current vintage.
  - 2.2. The blocks do not have to be vinified separately or have separate WS production statements (in the case of field blends).
  - 2.3. The specific farm number, block information and tons should be recorded on the harvest register.
  - 2.4. "Old Vines" should be indicated on the WS statement.
  - 2.5. Reference may not be made to Single Vineyard Wine.

### Procedure

3. The Producer makes application to the Old Vines Association by submitting the Certification Application form and paying the required Certification Fee.
4. The Producer's application is reviewed for certification.
5. Once certification is approved by the Old Vines Association, and the Producer complies with the terms of this Agreement, the Producer qualifies to display the Certification Trade Marks on Certified Goods.

### Guidelines

6. Viticultural
  - 6.1. A holistic approach to weed control should be followed.
  - 6.2. Cover crops should be used to control weeds in the work row.
  - 6.3. Herbicides, mulching or manual removal should be implemented to control weeds on the vine row.
  - 6.4. There should be investment into soil health (soil samples and rectifying of any imbalances).
  - 6.5. Inorganic fertilizers should be phased out and replaced by organic fertilizers.
  - 6.6. A pruning strategy should be followed to ensure that no big wounds are caused (no extreme cutting back of old wood).
  - 6.7. A suckering (summer pruning) strategy should be followed to ensure good sunlight penetration as well as the protection of grapes (ensuring less pruning wounds for a subsequent season).

- 6.8. Grapevine mealy bug and ants should be monitored and controlled (to prevent the further spread of grapevine leafroll virus vectors).

### 7. Winemaking

- 7.1. Wines made from old vineyards should be pruned to reflect their specific terroir (these vineyards seldom produce wines with upfront fruit, but are more focused on mouthfeel, length and texture).
- 7.2. A minimalistic approach towards winemaking is encouraged, which includes the addition of wood staves, adding acid and sulphur, monoculture commercial yeast strains and the ageing in barrel.
- 7.3. Preferably no new wood should be used (as this would dominate the unique characteristics of the wine).

### General

8. The Producer should pay the prescribed Certification Fee in accordance with its selected Producer Criteria.
9. The Producer shall not use the Certification Trade Marks in connection with goods that exceed the maximum permitted volume of production as prescribed by the Producer Criteria on the Certification Application.
10. Membership is renewable annually.
11. Wine should be made from a vineyard or vineyards 35 years and older, and should be registered with SAWIS.
12. Vineyards should be certified with SAWIS as a Single Vineyard under the W.O. Scheme.
13. Alternatively, vineyards should be certified by the Old Vines Association (vineyards exceeding 6 hectares or field blends).
14. Members should adhere to sustainable viticultural practices according to Old Vines Association Guidelines.
15. Blocks should be registered on relevant SAWIS forms.
16. Application should be made to SAWIS for Old Vine Single Vineyard registration.
17. SAWIS should add a note to their Single Vineyard table along with the block name.
18. A certified copy of a producer's Single Vineyard Certificate should be submitted to Old Vines Association annually.
19. Membership should be renewed annually before the last day of February each year.

### Marketing, sales and trade guidelines

20. The Certification Trade Marks should always display the year in which the vineyard blocks were planted.
21. The Certification Trade Marks should always be used as a secondary trade mark and only in accordance with the Use Guidelines.
22. Certified Goods should be sold at a premium, to ultimately benefit the grower and enhance the image of old vine wines.
23. Certified Goods must be packaged in glass bottles.
24. Producers will be offered to participate in collective marketing activities such as wine tastings, vineyard tours, auctions and media engagement.

25. Producers are encouraged to participate in all Old Vines Association marketing activities if practically and financially possible.

## D. USE GUIDELINES

### 1. Neck label specifications for application to closure of bottle at 15mm x 44mm



<b>Word Mark</b>	CERTIFIED HERITAGE VINEYARDS
<b>Font</b>	Myriad Pro Semi Bold
<b>Dimensions</b>	15mm x 44mm
<b>Bleed</b>	3mm
<b>Colour</b>	Pantone 7532 C
<b>Print Method</b>	Flexo / Letterpress
<b>Application Method</b>	Self Adhesive
<b>Paper weight</b>	Minimum 100gms
<b>Varnish</b>	Satin
<b>Label Position</b>	
<b>Logo Mark</b>	
<b>Depiction</b>	<p>Pantone 7532 C Die      Size: 15mm x 44mm</p>

2. Back label endorsement specifications in colour to match the text of the respective producer at 12mm x 33 mm



<b>Word Mark</b>	CERTIFIED HERITAGE VINEYARDS
<b>Font</b>	Myriad Pro Semi Bold
<b>Size</b>	12mm x 33mm
<b>Colour</b>	Producer's
<b>Label Position</b>	
<b>Logo Mark</b>	
<b>Illustration</b>	<p>CERTIFIED HERITAGE VINEYARDS</p> <p>1974</p> <p>Producer Colour      Size: 12mm x 33mm</p>