

## CERTIFIED HERITAGE VINEYARDS APPLICATION AND TERMS OF USE

### A. CERTIFICATION APPLICATION

Full name of Producer \_\_\_\_\_

#### Producer Criteria (Tick the relevant box)

**Large Scale Wine Producer (Membership Fee R16 500 excl. VAT)**

*Maximum Permitted Certified Old Vines Volume of Wine Production - Unlimited*

**Medium Scale Wine Producer (Membership Fee R11 000 excl. VAT)**

*Maximum Permitted Certified Old Vines Volume of Wine Production – 45 000 liters (approx. 5000 cases of six bottles)*

**Small Scale Wine Producer (Membership Fee R5 500 excl. VAT)**

*Maximum Permitted Certified Old Vines Volume of Wine Production – 20 000 liters (approx. 2200 cases of six bottles)*

**Old Vines Grape Producer (Membership Fee R1 650 excl. VAT)**

*Maximum Permitted Certified Old Vines Vineyard – Unlimited*

**In addition to the Membership Fee, a Certification Fee of 50c (excl. VAT) per Certification Seal shall be payable according to the number of Certification Seals a Producer affixes to, or incorporates into the packaging of its Certified Goods.**

#### Producer Details

Physical Address \_\_\_\_\_

E-mail address \_\_\_\_\_

Website \_\_\_\_\_

Contact Person \_\_\_\_\_

Designation \_\_\_\_\_

Contact No. \_\_\_\_\_

Contact Person (Responsible for Invoices): \_\_\_\_\_

Contact No. \_\_\_\_\_

E-mail address for person responsible for invoices: \_\_\_\_\_

Billing address: \_\_\_\_\_

VAT number: \_\_\_\_\_

CERTIFIED  
HERITAGE  
VINEYARDS



Details of all relevant Certified Heritage Vineyards which qualify under this agreement:

Name of vineyard/wine \_\_\_\_\_ Variety \_\_\_\_\_  
Size of vineyard \_\_\_\_\_  
Age of vineyard \_\_\_\_\_  
Planting date \_\_\_\_\_  
Clone \_\_\_\_\_  
Root stock \_\_\_\_\_  
Current yield \_\_\_\_\_

Name of vineyard/wine \_\_\_\_\_ Variety \_\_\_\_\_  
Size of vineyard \_\_\_\_\_  
Age of vineyard \_\_\_\_\_  
Planting date \_\_\_\_\_  
Clone \_\_\_\_\_  
Root Stock \_\_\_\_\_  
Current Yield \_\_\_\_\_

Name of vineyard/wine \_\_\_\_\_ Variety \_\_\_\_\_  
Size of vineyard \_\_\_\_\_  
Age of vineyard \_\_\_\_\_  
Planting date \_\_\_\_\_  
Clone \_\_\_\_\_  
Root Stock \_\_\_\_\_  
Current Yield \_\_\_\_\_

Name of vineyard/wine \_\_\_\_\_ Variety \_\_\_\_\_  
Size of vineyard \_\_\_\_\_  
Age of vineyard \_\_\_\_\_  
Planting date \_\_\_\_\_  
Clone \_\_\_\_\_  
Root Stock \_\_\_\_\_  
Current Yield \_\_\_\_\_

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## 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 Vine Project certifying wine and Old Vines that comply 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 of 50c (excl. VAT) per Certification Seal payable according to the number of Certification Seals a Producer affixes to, or incorporates into the packaging of its Certified Goods;
5. **“Certified Goods”** means the wine or Old Vines of the Producer that have been certified by the Old Vine Project 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;
6. **“Certification Seal”** means the neck label sticker (approved by and purchased from the Old Vine Project) or back label endorsement (approved by the Old Vine Project and printed by the Producer as part of its packaging) illustrated in the Use Guidelines that the Producer will affix to or incorporate in the packaging of its Certified Goods.
7. **“Certification Trade Marks”** means the trade marks illustrated in the Use Guidelines;
8. **“Conditions of Certification”** means the criteria listed in the Conditions of Certification and Use Guidelines;
9. **“Effective Date”** means the date of Signature by the Producer;
10. **“Licence”** means the Licence described in clauses 23, 24, 25 and 26 of this Agreement;
11. **“Membership Fee”** means the annual fee listed in the Certification Application that is based on the annual production of Certified Goods by the Producer;
12. **“Old Vines”** means a vineyard that is 35 years old or older;
13. **“Old Vine Project”** means Old Vine Project 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;
14. **“Parties”** means Old Vine Project and the Producer;
15. **“Producer”** means a wine producer or Old Vine Grape Grower identified as the “Producer” in the Certification Application;

16. **“SAWIS”** means the SA Wine Industry Information & Systems NPC;
17. **“Territory”** means worldwide;
18. **“W.O Scheme”** means the Wine of Origin Scheme published in terms of the Liquor Products Act 60 of 1989; and
19. **“WS Document”** means the unique harvest number received from SAWIS.

### Introduction

20. The Old Vine Project is a non-profit company with the object to preserve Old Vines, and promote sustainable viticultural practices to create more Old Vines.
21. The Old Vine Project is the proprietor of the Certification Trade Marks and allows the Producer to use the Certification Trade Marks to identify wines made from Old Vines and identify Old Vines as such.
22. 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/Certification Seal Agreement

23. The Old Vine Project 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.
24. The Producer shall not be entitled to use the Certification Trade Marks in respect of goods other than the Certified Goods.
25. The Producer should not exceed the maximum permitted volume of production, as indicated on the Certification Application and/or the WS document (where applicable).
26. 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 Vine Project.

### Duration of Agreement

27. This Agreement shall be effective from the Effective Date until 31 January in the following year (“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.

### Membership and Certification Fee

28. In exchange for the Certification of Certified Goods by the Old Vine Project and the use of the Certification Trade Marks by the Producer, the Producer shall pay the Membership Fee and Certification Fee to the Old Vine Project (which fees shall increase annually by written notice by the Old Vine Project to the Producer).



29. The Membership Fee that shall be payable by a Producer for the Initial Term, regardless of the number of Certification Seals required:
- 29.1. Large Scale Wine Producer: R15 000 (ex VAT).
- 29.2. Medium Scale Wine Producer: R10 000 (ex VAT).
- 29.3. Small Scale Wine Producer: R5 000 (ex VAT).
- 29.4. Old Vines Grape Grower: R1 650 (ex VAT).
30. Pro-rata Membership Fee according to Effective Date:
- 30.1. Effective Date between February to July: 100% of the Membership Fee.
- 30.2. Effective Date between August to October: 75% of the Membership Fee.
- 30.3. Effective Date between November to January: 50% of the Membership Fee.
31. A Certification Fee of 50c (ex VAT) per Certification Seal shall be payable according to the number of Certification Seals a Producer affixes to, or incorporates into the packaging of its Certified Goods.
32. A Producer may only use the Certification Seal approved by and purchased (in respect of the neck label) from the Old Vine Project or, in respect of a Certification Seal incorporated into the packaging of Certified Goods, when the packaging is approved by the Old Vine Project and when the relevant Certification Fee has been paid to the Old Vine Project.

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

33. 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 Vine Project, and the Producer shall not use the Certification Trade Marks for any goods other than the Certified Goods.
34. 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 Vine Project, the Old Vine Project 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 Vine Project. Should the Producer thereafter again fail to maintain the quality specifications and standards prescribed by the Old Vine Project, this Agreement may be terminated immediately by the Old Vine Project on written notice to the Producer.
35. The Producer shall use the Certification Trade Marks of this Agreement in the manner and subject to the terms and conditions set out in this Agreement.
36. The Producer shall not during the currency of this Agreement or thereafter, without the written consent of the Old Vine Project –
- 36.1. Directly or indirectly, register the Certification Trade Marks, or any trade marks confusingly similar thereto;
- 36.2. Dispute or assist any third party in disputing the validity of the Certification Trade Marks or the Old Vine Project's rights in respect of the Certification Trade Marks;
- 36.3. Claim or seek to obtain any proprietary right in respect of the Certification Trade Marks;
- 36.4. 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;
- 36.5. Alter or amend the Certification Trade Marks in any way;
- 36.6. Use the Certification Trade Marks in respect of goods or services other than the Certified Goods;
- 36.7. Use the Certification Trade Marks in a way that brings it into disrepute or reflects negatively on the Old Vine Project; or
- 36.8. 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.
37. The Producer undertakes without delay after becoming aware thereof to notify the Old Vine Project of any –
- 37.1. 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;
- 37.2. Application by any third party for the registration in the name of such third party of the Certification Trade Marks; or
- 37.3. Infringement or unlawful competition involving the Certification Trade Marks.
38. In the event of any use, application or infringement referred to above, the Old Vine Project will take such steps as it may deem necessary in order to protect its rights in and to the Certification Trade Marks.
39. The Producer shall, if directed by the Old Vine Project, take such steps as are necessary to effect its recordal as a registered user of the Certification Trade Marks.
40. The Producer shall promptly advise the Old Vine Project of any such suit, claim or demand and the Old Vine Project 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 Vine Project in such

#### **Obligations on Producer**

35. The Producer acknowledges that the Old Vine Project 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 Vine Project. 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

defence and to make available to the Old Vine Project copies of all relevant documentation.

**Termination**

- 41. 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.
- 42. The Old Vine Project’s remedies in terms of clause 41 above are without prejudice to any other remedies to which the Old Vine Project may be entitled in law.
- 43. 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 –
  - 43.1. The Producer fails to observe the provisions of clauses 24, 25 and 26 above;
  - 43.2. The Producer fails to adhere to the undertakings given in class 36 above;
  - 43.3. The Producer is given notice to remedy in terms of clause 41 more than twice in any 12 (twelve) month period by the Old Vine Project;

- 44. The Old Vine Project is entitled to terminate this Agreement at any time, without cause, by giving the Producer 90 (ninety) days written notice.

**Effect of Termination**

- 45. Upon termination or expiration of this Agreement,
  - 45.1. All rights granted to the Producer hereunder shall forthwith revert to the Old Vine Project;
  - 45.2. 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;
  - 45.3. The Producer shall not make use of any word, design, mark, slogan or trade mark owned by or associated with the Old Vine Project; and
  - 45.4. The Producer shall not hold forth in any manner whatsoever that it has or ever had any connection with the Old Vine Project, 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 Vine Project or the Certification Trade Marks.

**Assignment**

- 46. 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 Vine Project.

Signed at \_\_\_\_\_ on the \_\_\_\_ day of \_\_\_\_\_ 2019.

**Old Vine Project NPC:**

\_\_\_\_\_

**FULL NAMES:**

**DESIGNATION:**

Signed at \_\_\_\_\_ on the \_\_\_\_ day of \_\_\_\_\_ 2019.

**Producer:**

\_\_\_\_\_

**FULL NAMES:**

**DESIGNATION:**



## C. CONDITIONS OF CERTIFICATION

### Classification

A wine does not have to be classified as a Single Vineyard to qualify for Certification.

1. In the case of Single Vineyard Wine
  - 1.1. The wine should be produced on a separate WS document (number).
  - 1.2. The producer should indicate "Old Vines" on the SAWIS application form.
  - 1.3. The wine may not be blended.
2. Co-Harvest / Vinified Old Vines 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 Vine Project 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 Vine Project by submitting the Certification Application form and paying the required Membership Fee and Certification Fee.
4. The Producer's application is reviewed for certification.
5. Once certification is approved by the Old Vine Project, for as long as 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 made 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 excludes the addition of wood staves, adding acid and sulphur, monoculture commercial yeast strains.
- 7.3. Preferably no new wood should be used (as this would dominate the unique characteristics of the wine).

### General

8. In order to be certified, 85% of a Producer's wine shall be made of vineyards 35 years and older.
9. Although wine should be made from a vineyard or vineyards 35 years and older and be registered with SAWIS, a maximum of 8% inter-planting of vines is permitted annually.
10. The Producer should pay the prescribed Membership Fee and Certification Fee in accordance with its selected Producer Criteria and number of Certification Seals required.
11. 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 or the number of Certification Seals.
12. Membership is renewable annually.
13. Vineyards may be certified with SAWIS as a Single Vineyard under the W.O. Scheme.
14. Alternatively, vineyards should be certified by the Old Vine Project (vineyards exceeding 6 hectares or field blends).
15. Members should adhere to sustainable viticultural practices according to Old Vine Project Guidelines.
16. Blocks should be registered on relevant SAWIS forms.
17. Application should be made to SAWIS for Old Vines Single Vineyard registration (where applicable).
18. SAWIS should add a note to their Single Vineyard table along with the block name (where applicable).
19. A certified copy of a producer's Single Vineyard Certificate should be submitted to Old Vine Project annually (where applicable).
20. Membership should be renewed annually before the last day of February each year.

### Marketing, sales and trade guidelines

21. The Certification Trade Marks should always display the year in which the vineyard blocks were planted.

22. The Certification Trade Marks should always be used as a secondary trade mark and only in accordance with the Use Guidelines.
23. Certified Goods should be sold at a premium, to ultimately benefit the grower and enhance the image of wine made of Old Vines.
24. Certified wine must be packaged in glass bottles.
25. Producers will be offered to participate in collective marketing activities such as wine tastings, vineyard tours, auctions and media engagement.
26. Producers are encouraged to participate in all Old Vine Project marketing activities if practically and financially possible.
27. Producers acknowledge that the Old Vine Project may use, reproduce and/or adapt wine/Old Vines information provided to it in accordance with its ordinary course of business.

## D. USE GUIDELINES

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



<b>Word Trade 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 Trade Mark</b>	
<b>Depiction</b>	



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



<b>Word Trade 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 Trade Mark</b>	
<b>Illustration</b>	

