**DATED** **20****[]**

MarinTrust Limited

**and**

[Name of User]

MarinTrust Improver Programme Agreement

**THIS AGREEMENT** is made the ***[enter date]*** day of 20*[enter year]*

**Between**

**MarinTrust Limited** a limited company incorporated and registered in England and Wales (company number 09357209) whose registered office is at Unit C Printworks, 22 Amelia Street, London SE17 3BZ (‘**MarinTrust**’); and

*Insert name of FIP Coordinator organisation*,a *insert entity type e.g. company limited by guarantee / shares* whose registered office is at *insert address* (registered company number instert number (‘the User’).

**Background**

The User has successfully been accepted onto the Improver Programme.

This Agreement sets out the terms upon which the User can represent its acceptance under the Improver Programme.

**The Parties agree as follows:**

1. **Interpretation**

|  |  |  |
| --- | --- | --- |
|  | “Accepted Sites” | Means the User’s sites that are accepted under the Improver Programme and which are listed at Schedule 2; |
|  | ‘Agreement Date’ | The date of this Agreement appearing in its heading, or otherwise the date of signature; |
|  | ‘Application Mechanism’ | The criteria by which MarinTrust (using the services of the Certification Bodies) assess compliance with the Improver Programme, as outlined in the current application mechanism found at:   * <https://www.marin-trust.com/become-improver-programme-accepted>     and as may be updated by MarinTrust from time to time by giving reasonable notice in writing to the User; |
|  | “Certification Bodies” | The bodies appointed by MarinTrust to audit, assess and monitor compliance with the Improver Programme Mechanism and this Agreement; |
|  | “End Date” | The date of expiry of the MarinTrust IP Acceptance Document; |
|  | ‘Fees’ | the fees payable by the User to MarinTrust as set out in Schedule 3 and as may be amended by MarinTrust from time to time; |
|  | ‘Improver Programme” | The MarinTrust Improver Programme under which Users can formally demonstrate improvements in their fisheries; business; |
|  | “MarinTrust Acceptance Document” | The acceptance document issued to the User by MarinTrust on completion of the Application Mechanism and which sets out the elements of the User’s business that are accepted under the Improver Programme. |
|  | “MarinTrust Statement” | A statement that accurately describes the User’s acceptance under the Improver Programme, examples of which are included at Schedule 1; |
|  | ‘Term’ | The term specified under clause 3 below; and |
|  | ‘Territory’ | Worldwide |

1. **Publication and Acceptance Claim**
   1. In consideration for the User’s adherence to its obligations under this Agreement, and the payment of the Fees in accordance with clause 4.1.1, MarinTrust hereby authorises the User to identify and represent itself as being accepted under the Improver Programme in accordance with the terms of this Agreement.
   2. Whenever the User represents that it or any of its plants or products are accepted under the Improver Programme, the User shall ensure that it uses a MarinTrust Statement as set out in Schedule 1, or such alternative wording that is agreed in advance by MarinTrust.
   3. MarinTrust may identify the User in publicity and advertising materials for the purposes of advertising and promoting the Improver Programme. MarinTrust will not publish personal data relating to the User and MarinTrust will process all personal data in accordance with its privacy policy, a copy of which is available here: [*https://www.marin-trust.com/iffo-rs-ltd-privacy-policy*](https://www.marin-trust.com/iffo-rs-ltd-privacy-policy)
   4. For the avoidance of doubt, acceptance on the Improver Programme does not authorise the User to use the MarinTrust’s logo and/or branding. The User hereby undertakes not to use any logo or branding of the MarinTrust without MarinTrust’s express prior written approval.
2. **Term**

The Agreement lasts for a period beginning with the Agreement Date and up until the End Date, unless terminated in accordance with clause 8 of this Agreement.

1. **User’s Obligations**
   1. The User shall:
      1. Pay the Fees to MarinTrust in accordance with Schedule 3;
      2. not do anything which does or may damage MarinTrust or the Improver Programme, or the reputation or goodwill attaching to either of them; and
   2. The User shall not represent that it is accepted under the Improver Programme, or use any MarinTrust Statement, unless the User continues to hold a valid MarinTrust Acceptance Document and it continues to be accepted under the Improver Programme in accordance with the Improver Programme Application Mechanism.
   3. The User shall not use the MarinTrust Statement or refer to the MarinTrust or Improver Programme in any manner which MarinTrust may reasonably consider to be misleading (at its sole discretion). This includes but is not limited to suggesting that the MarinTrust endorses the User or any other party, product or service.
   4. The User shall not issue or publish any press release or public announcements in relation to the Improver Programme and/or its acceptance onto the programme without MarinTrust’s prior approval.
   5. The User shall at any time during the Term and upon MarinTrust’s reasonable request promptly provide to MarinTrust (and/or any agent or party it appoints, including a Certification Body) such further evidence and information as MarinTrust may require in order to verify that the User is acting in compliance with this Agreement, the User continues to hold a valid MarinTrust Acceptance Document and the User continues to be accepted under the Improver Programme in accordance with the Application Mechanism.
   6. The User acknowledges that acceptance under the Improver Programme does not imply adherence or compliance with local or national regulations in the User’s country of origin or production, and that it is the responsibility of the User to ensure that it acts in accordance with all laws and regulations that apply to its business.
2. **User’s warranties and indemnities**
   1. The User warrants that it has carried out the Application Mechanism diligently and accurately, and that the User and its practices comply with the requirements of the Improver Programme.
   2. The User indemnifies MarinTrust against any losses (including direct, indirect, special and consequential losses) incurred by MarinTrust as a result of a breach of this Agreement by the User, the User’s association with MarinTrust and/or the Improver Programme, however caused.
3. **Assigning and Sub-Licensing**
   1. MarinTrust may transfer any of its rights or delegate any of its duties under this Agreement.
   2. The User shall not transfer, license, sub-license, assign or otherwise part with possession of the benefit or burden of this Agreement without the prior written consent of MarinTrust, which MarinTrust may grant or withhold at its absolute discretion.
4. **Confidentiality**
   1. Each party acknowledges that all information received by it from the other party in connection with this Agreement is of a confidential nature and has or will have been communicated to it in the strictest confidence on terms requiring it not to divulge or permit such information to be divulged to third parties other than to a party’s professional advisers or as may be required by law, nor to permit such information to be used by third parties and not to use such information so as to gain unfair advantage over or compete with the other party at any time whether before or after the expiry of this Agreement and each party warrants and undertakes with the other party that it shall not do or omit to do anything which might result in a breach of such terms.
   2. This clause 7 shall not extend to information which was already in the lawful possession of a party prior to the commencement of the Application Mechanism or which is already public knowledge or becomes so subsequently (other than as a result of a breach of this clause).
   3. This clause 7 shall not prevent MarinTrust from publishing and/or sharing anonymous information on production levels and activity for annual reporting, auditing and statistical purposes.
   4. Notwithstanding clause 7.1, MarinTrust may, with the User’s prior written consent, publicly disclose such information that may otherwise be confidential as may be reasonably necessary to demonstrate to the general public that the User is accepted under the Improver Programme and complies with the Improver Programme in accordance with the Application Mechanism. In particular, the User hereby consents to MarinTrust publishing a copy of the User’s MarinTrust Acceptance Document and any other documents for Accepted Sites on the MarinTrust’s website.
5. **Termination**
   1. This Agreement shall automatically terminate with immediate effect in the event that:
      1. the User no longer holds a valid MarinTrust IP Acceptance Document;
      2. the User is no longer accepted under the Improver Programme, for any reason; and/or
      3. any of the User’s practices no longer comply with the Improver Programme in accordance with the Application Mechanism.
   2. MarinTrust may terminate this Agreement with immediate effect by giving written notice to the User if the User:
      1. does anything which in MarinTrust’s reasonable opinion brings, or is reasonably likely to bring MarinTrust or the Improver Programme into disrepute;
      2. repeatedly breaches any of the terms of this Agreement, or breaches any material term of this Agreement and, where the breach is remediable, MarinTrust has given the User 28 days’ written notice requiring it to remedy the breach and it has failed to do so in the 28 day period;
      3. becomes insolvent, is adjudicated bankrupt, or compounds with, or makes any arrangement with, or makes a general assignment for the benefit of, its creditors;
      4. compulsorily or voluntarily enters into liquidation, except for the purposes of a *bona fide* reconstruction or amalgamation;
      5. has an administrator, receiver or manager appointed over the whole, or a substantial part, of its undertakings or assets; or
      6. ceases or threatens to cease to carry on its business.
6. **Consequences of Termination**

On termination of this Agreement the User will:

* 1. immediately cease to represent or suggest that any element of the User’s business is accepted under the Improver Programme and remove the MarinTrust Statement from all public facing materials; and
  2. refrain from performing any act, or making any statement or omission, which conveys or implies that the User or any of its practices are accepted under the Improver Programme or otherwise certified or endorsed by the MarinTrust.

1. **Dispute resolution**
   1. If any dispute arises in connection with this Agreement, a director or other senior representatives of the parties with authority to settle the dispute will, within 21 days of a written request from one party to the other, meet in a good faith in an effort to resolve the dispute.
   2. If the dispute is not wholly resolved at that meeting, the parties agree to enter into mediation to settle such a dispute and will do so in accordance with the CEDR Model Mediation Procedure. Unless otherwise agreed between the parties within 21 days of notice of the dispute, the mediator will be nominated by CEDR. To initiate the mediation a party must give notice in writing ('ADR notice') to the other party to the dispute, referring the dispute to mediation. A copy of the request should be sent to CEDR. Unless otherwise agreed, the mediation will start not later than 28 days after the date of the ADR notice.
   3. No party may commence any court proceedings or arbitration in relation to any dispute arising out of this Agreement until it has attempted to settle the dispute by mediation and either the mediation has terminated or the other party has failed to participate in the mediation, provided that the right to issue proceedings is not prejudiced by a delay.
2. **Variation**

This Agreement may only be amended in writing once signed by authorised representatives of MarinTrust and the User.

1. **Entire Agreement**

This Agreement represents the entire agreement between the parties concerning the subject matter of this Agreement, and supersedes all prior agreements, arrangements, negotiations and/or understandings between the parties.

1. **Non-Waiver**

No failure or delay on the part of either party to exercise any right or remedy under this Agreement shall be a waiver of such right or remedy.

1. **Severability**

If any part of this Agreement is held to be invalid, amendments to this Agreement may be made by the addition or deletion of wording as appropriate to remove the invalid part but otherwise the remainder of this Agreement shall remain valid and enforceable to the maximum extent permissible under applicable law.

1. **Governing Law & Jurisdiction**

This Agreement and its interpretation, construction and effect shall be governed by the laws of England and Wales and the parties submit to the exclusive jurisdiction of the courts of England and Wales.

1. **Exclusion of Third Party Rights**

This Agreement does not create any right enforceable by any person who is not a party to it, except that a person who is the permitted successor to, or assignee of the rights of, a party to this Agreement is deemed to be a party to this Agreement and the rights of such successor or assignee shall, subject to and on any succession or assignment permitted by this Agreement, be regulated by the terms of this Agreement.

Schedule 1

MarinTrust Statement

**Example MarinTrust Statements where the User is accepted under the MarinTrust Improver Programme**

Whilst those that are accepted onto the MarinTrust Improver Programme (MarinTrust IP) are not able to use the MarinTrust logo, they may sell products within the approved scope as MarinTrust Improver Programme material.

In order for a site to make a MarinTrust Improver Programme claim, a site must be listed in the MarinTrust Improver Programme Accepted Sites list on the MarinTrust website and they must also be listed as a stakeholder in a MarinTrust accepted Fishery Improvement Project (FIP) on the MarinTrust website. The species being used as a raw material for the MarinTrust IP claim must also be listed within the relevant FIP scope on the MarinTrust website.

* *[insert accepted factory name]* is a MarinTrust Improver Programme Accepted Site
* *[insert approved ingredient ie Fishmeal, Fish Oil]* comes from a MarinTrust Improver Programme Accepted site/factory that has been independently verified to meet the requirements of the Improver Programme
* This *[insert approved ingredient ie Fishmeal, Fish Oil]* is accepted, as part of the Fishery Improvement Programme (FIP) scope, under the MarinTrust Improver Programme

**Spelling**

When used in plain text, MarinTrust spells without any space.

Both M (Marin) and T (Trust) have capital letters.

Schedule 2

Accepted Sites

1. The following User sites are accepted under the Improver Programme:

|  |  |  |
| --- | --- | --- |
| **Name of Improver Sites** | **Address** | **Acceptance Document Number** |
|  |  |  |
|  |  |  |
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1. **Additional Accepted Sites**
   1. MarinTrust may agree to admit additional sites as Accepted Sites from time to time, subject to the User providing MarinTrust (and/or its agents, including a Certification Body) with such information as MarinTrust may require to determine that the site complies with the Improver Programme.
   2. Where MarinTrust agrees to add a site as an Accepted Site, such site will only be deemed to be an Accepted Site once an updated version of this schedule has been signed by an authorised representative of both parties.
2. **Removal of Accepted Sites**
   1. A site will automatically cease to be Accepted Site where:
      1. The site is no longer accepted under the MarinTrust Programme, for any reason; and/or
      2. The practices at the site no longer comply with the MarinTrust Programme in accordance with the Acceptance Mechanism & Standard Criteria

Schedule 3

Fees

The User shall pay the following fees to MarinTrust:

* An annual fee of £250 per Accepted Site;

*[insert details of any additional fees that are payable by the User]*

All of the above amounts are exclusive of VAT, to the extent that VAT is applicable.

MarinTrust may increase the Fees from time to time and MarinTrust shall notify the User of any such increase.

MarinTrust will issue an invoice for the Fees and all invoices must be paid by the User within 30 days of the invoice date.

Signed for and on behalf of

**MarinTrust Limited**

**by:**

Name: ……………………………….

Signature: ……………………………….

Job Title: ……………………………….

Date: ……………………………….

Signed for and on behalf of

***[insert name of User]***

**by:**

Name: ……………………………….

Signature: ……………………………….

Job Title: ……………………………….

Date: ……………………………….