**MEMORANDUM OF UNDERSTANDING**

**EARLY USE OF 100% AUSTRALIAN GROWN TRUST MARK**

I note that Cider Australia has lodged an application with IP Australia to be the registered owner of the 100% Australian Grown Trade Mark (the ‘trust mark’) in Australia, and that the trust mark is currently Trade Mark pending.

I note that Cider Australia will grant a non-exclusive licence to Members to use the trust mark with the terms set out in a licence agreement. This will set out the eligibility criteria and record keeping/inspection, termination and dispute resolution provisions.

I agree that pending the finalisation of a template licence agreement, I will abide by the following:

1. I will only use the trust mark on a product if:
	1. 100% of the apples and apple juice concentrate and pears and pear juice concentrate used in the production of that good is grown in Australia
	2. it is defined as a cider or a fruit wine under Standard 2.7.3 of the Australia New Zealand Food Standards Code and
		1. contains a minimum of 50% apple/pear juice by weight in the final product
		2. does not contain any added ethyl alcohol.
2. I will follow the *100% Australian Grown Brand Guidelines* (attached).
3. I will enter into a licence agreement within 4 weeks of the template agreement being provided by Cider Australia.
4. I will cease using the trust mark on all packaging at the request of Cider Australia (a three (3) month grace period would apply).

New Members of Cider Australia only

Prior to using the trust mark, I agree to a site visit by an existing Member of Cider Australia or to Cider Australia seeking written endorsement of my eligibility to use the trust mark (as determined by the Executive Committee).

Name:

Company:

Signed:

Dated: