

Company Name
Organisation number:
Contact person:
Market:
Project:

Our ref.:
2023/XXX

Date:
01.12.2022

Joint Marketing Program – Letter of Commitment

The Norwegian Seafood Council confirms with this letter that we will allocate funds for the proposed market activity as described in the application to promote the Norwegian origin and/or "Seafood from Norway", carried out together with Company Name (the "player") in 2022, and that we will provide co-financing funds in accordance with the agreement.

This letter of commitment, the general terms and conditions, the guidelines for the Joint Marketing Program, as well as the digital application with the project description and associated documentation, jointly constitute the full agreement between the Seafood Council and Company Name.

Based on this, we hereby confirm that we can co-finance a maximum of **[fill in]** percent of the total cost estimated at **[fill in]**, i.e. **[fill in]**. The payment from the Norwegian Seafood Council will only take place after the final report has been approved, as set out in the agreement.

Use reference number 2023/XXX in all communication related to this project.



Jan Aleksander Enoksen
Joint Marketing Manager
01.12.2022
Tromsø, Norway

General terms and conditions for co-financing of market activity with the Norwegian Seafood Council AS (the "NSC").

1. Full agreement

1.1. The Agreement (the "Agreement") consists of:

- These General Terms and Conditions,
- The letter of commitment from the NSC,
- All communication between the parties in connection with the reference number stated on page 1 of the letter of commitment,
- The at all time applicable Joint Marketing Program Guidelines, available [here](#),
- Application containing project description and any accompanying documentation, and
- Final report from the player.

1.2. The parties may at any time after the approval of the project description and until the market activities have been fully and finally completed, agree on changes to the project description with possible accompanying documentation, in accordance with the provisions of the Agreement. The at any time latest updated and agreed project description shall form an integral part of the Agreement in accordance with item 1.1.

2. The rights and obligations of the parties.

2.1. The NSC's share of funds for joint marketing work shall in no event exceed 50 percent of the total costs specified in the project description and/or the accompanying documentation. The NSC's contribution is in all circumstances limited to NOK 1 250 000 excluding VAT.

2.2. After the market activities have been completed, the player shall submit a final report to the NSC, consisting of the documentation specified in the Guidelines. Invoice is to be submitted to the NSC after the final report has been approved by the NSC. Invoices for projects where final reports have been approved and which contain the necessary specifications and documentation will be paid 30 days after invoice receipt.

2.3. Third parties who participate in or assist the player in the implementation of this Agreement, e.g. a communication agency, are regarded as the player's contractual facilitator(s) and are the player's responsibility. The NSC will only deal with the player, not the player's third parties.

3. Changes to the Content of the Agreement

3.1. When changing the budget and/or pre-approved market activity, the NSC shall carry out an assessment of whether this affects co-financing. The NSC is free, in its sole discretion, to reconsider its payment corresponding to the change, including revoking the commitment in its entirety, reducing, or increasing the NSC's commitment to co-financing.

4. Participation and inspection

4.1. The NSC, or third parties appointed by the NSC, have the right to conduct hidden and/or open visits to the activities carried out by the player pursuant to this Agreement. If the NSC finds that the activities are not carried out in accordance with updated documentation, the funding may be cancelled immediately, and the player will not be entitled to further payments. It may also be relevant to require previous payments to be refunded to the NSC.

4.2. Without prior notice or consent from the player, the NSC has the right to:

- examine samples of the products and marketing materials,

- request an auditor appointed by the NSC to review the basis and prerequisites for the player's project description and/or the accompanying documentation, and the player's underlying budget, and
- require access to information, relevant databases, archives or records belonging to the player, which are relevant to the purpose of the inspections in accordance with this item, provided that the requests are reasonable.

5. Intellectual property rights

- 5.1. The player acknowledges that the NSC is the owner of the trademark "Seafood from Norway", and other trademarks and intellectual property rights belonging to the NSC. Under no circumstances will the player acquire ownership of the NSC's intellectual property rights or any other form of possession over the NSC's intellectual property rights beyond what the NSC allows for the implementation of the agreed marketing initiative. The player, and any third parties used by the player to fulfil the Agreement, must not register, or use any company name, product name, domain name, trademark or other characteristic containing text or figurative elements contained in or that may be suitable to be confused with the NSC or the NSC's trademark(s) (whether registered or unregistered). Breaches of these obligations will be deemed to be a material breach and lead to the immediate termination of the Agreement, cf. item 8.3.
- 5.2. The player acknowledges that the NSC has copyright to and/or has ownership to all marketing materials made available to the player from the NSC's side, and that the player cannot under any circumstances obtain or claim any rights to the NSC's copyright and other intellectual property rights.

6. Particular duties for the player

- 6.1. Co-financing of market activities is excluded in, or in association with, players, projects and/or in channels where the marketing activity, the use of the "Seafood from Norway" trademark or any other of the NSC's trademarks and/or brands and/or marketing materials, entails a risk of jeopardizing the distinctiveness, goodwill or reputation of the NSC, the "Seafood from Norway" trademark or any other NSC trademarks or brands. The NSC is free to, at its sole discretion, assess such risks and decide whether co-financing can be used or not.
- 6.2. The player assures and warrants that the player, and the player's third parties, shall not alter, weaken, or otherwise impair the reputation or distinctiveness of the NSC's trademarks and other intellectual property rights of the NSC, whether the NSC's trademarks are in use or not. This may concern e.g. seafood marketing activity to other than human food, such as animal food. Such weakening, alteration, or deterioration of the NSC's intellectual property rights will constitute a material breach that will lead to the immediate termination of the Agreement, cf. item 8.3.
- 6.3. For the trademark "Seafood from Norway", as well as other intellectual property rights and marketing materials owned or developed by the NSC, the player and the player's third parties, shall not, either directly or indirectly, allow the marketing funds to be used for, mixed with, or otherwise associated with, marketing materials and promotional activities concerning seafood that is not of Norwegian origin.

7. The NSC's right to set-off, repayment and compensation

- 7.1. If the player breaches any of its obligations under this Agreement or provides information that is untrue and/or otherwise incorrect, the NSC may, at the NSC's discretion, demand repayment of co-financing funds, claim compensation and/or demand set-off.
- 7.2. The NSC may claim compensation for direct and indirect losses if the player has breached its obligations or assurances pursuant to this Agreement. Other remedies pursuant to the Trademarks Act and/or pursuant to the Copyright Act may also be invoked by the NSC where relevant.

8. Duration and termination

- 8.1. The Agreement shall enter into force on the date stated in the letter of commitment. The agreement terminates automatically when the marketing work in accordance with the current project description has been completed in accordance with the Agreement, the final report has been submitted and payment has taken place.
- 8.2. The Agreement may be terminated by either party for no reason at any time during the term of the Agreement by giving the other party at least 90 days' prior written notice. Market activities planned to be carried out during the notice period of 90 days are carried out as agreed, but in consultation with the NSC, the player shall limit the costs (duty to mitigate loss) for activities that have not already been carried out or can be stopped. After the expiry of the notice period, the player is not entitled to additional co-financing funds.
- 8.3. The agreement terminates with immediate effect if there is a material breach of the player's obligations under the Agreement, or if the player goes bankrupt, becomes insolvent or terminates his/her normal business. Also considered a material breach are recurring, or unending, breaches of obligations that by themselves are not considered material.

9. No corporate or representation relationship

- 9.1. This Agreement does not imply any form of establishment of a company, community of interest or legal relationship of any kind, which entails liability for either party for the actions or omissions of the other party.

10. Dispute resolution and choice of law

- 10.1. The agreement is governed by Norwegian law.
- 10.2. The parties adopt Nord-Troms and Senja District Court as exclusive venue.