

# NSC – STANDARD TRADEMARK LICENSE AGREEMENT

## TRADEMARKS SEAFOOD FROM NORWAY®

- (1) Norges sjømatråd AS (*The Norwegian Seafood Council*)  
Org. no 988 597 627

Registered address:

Stortorget 1  
9008 Tromsø, Norway

Postal address:

Postboks 6176  
9291 Tromsø, Norway

(hereinafter "**NSC**" or "**Party**")

and

- (2) Company Name

Org. no  
Address  
Postal code/city,  
Country

(hereinafter "**Licensee**" or "**Party**")

NSC and Licensee (jointly "**Parties**")

have today concluded the following Agreement:

## 1. EXHIBITS

The following documents and any attached exhibits to these documents form an integral part of this Agreement:

Exhibit 1 – License Application

Exhibit 2 – Exporter Declaration

Exhibit 3 – Trade Mark(s)

Exhibit 4 – Species Specific Exceptions

Exhibit 5 – Map and Species Lists

## 2. BACKGROUND

NSC shall promote marketing and export of Norwegian Seafood. NSC is the owner and proprietor of the Trade Mark(s) and the Marketing Material.

The Licensee is a producer, importer, or exporter of Norwegian Seafood Products. The Licensee wishes to use the Trade Mark(s) and/or the Marketing Material in connection with production, processing, distribution, marketing and/or trading of such products outside of the Kingdom of Norway which are also retailed outside of the Kingdom of Norway.

NSC may grant other entities license to use the Trade Mark(s) under terms which may differ from those set forth in this Agreement.

NSC has agreed to grant the Licensee a license to use the Trade Mark(s) on the terms and conditions set out in this Agreement.

The Agreement covers the use of the Trade Mark(s) for Products and labels which have been approved by NSC.

## 3. DEFINITIONS

In this Agreement the following expressions shall have the following meanings:

- 3.1 **"Agreement"** means this Agreement inclusive of the Exhibits listed in Section 1.
- 3.2 **"Approval Certificates"** means one or more certificates issued by the relevant national authority which allows the Licensee to produce or import seafood.
- 3.3 **"Norwegian Seafood"** means seafood for human consumption, classified under HS Chapter 3, with the exception of flour and pellets of fish (classified under Norwegian Customs Tariff 03.05.1000), or HS Chapter 16, HS Heading 16.04 and/or 16.05, and which does not contain other seafood than Norwegian Seafood Products, and are processed, labelled and/or marketed outside of the Kingdom of Norway.
- 3.4 **"Norwegian Seafood Products" or "Products"** is, unless otherwise follows from Exhibit 4, Norwegian Seafood that:
  - (a) is caught or farmed in Norwegian sea territory (Norwegian economic zone (Nw: Norsk økonomisk sone (NØS), the protected zone of Svalbard (Nw: Fiskevernsonen ved Svalbard) and the fisheries zone of Jan Mayen (Nw: Fiskerisonen ved Jan Mayen), as well as the Norwegian continental shelf and the seawaters above and within the boundaries of the Norwegian continental shelf as set forth in Exhibit 5; or
  - (b) is caught from mutually governed species, provided that Norway is taken part in decisions concerning these species, and the species natural inhabit Norwegian seawaters, as set forth in Exhibit 5; or

- (c) is farmed onshore in the Kingdom of Norway, as well on Svalbard and Jan Mayen; and in each of instance (a) – (c);
- (d) is landed, sold and customs declared in the Kingdom of Norway, with the exception for products that are placed in customs warehouse upon landing in the Kingdom of Norway; and
- (e) contains a minimum of 20 per cent of seafood in the finished good and the seafood satisfy the criteria set above in (a) – (d) above, and which do not contain any other seafood than set out in criteria (a) – (d) above;

unless otherwise is specified in Exhibit 4 (Species Specific Exceptions).

- 3.5 **"Trade Mark(s)"** means the trademark applications and trademark registrations as set out in Exhibit 3, referred to separately or jointly, as the case may be.
- 3.6 **"Marketing"** means production, distribution, marketing and/or trade of Products which are retailed outside of Norway.
- 3.7 **"Marketing Material"** means materials used for the Marketing of Norwegian Seafood which is made by or on behalf of NSC and which may be made available to the Licensee from time to time.
- 3.8 **"Territory"** means the state outside of Norway where the licensee is located and the encompassing customs area where the licensee may label, market and sell the Products with the affixed Trade Mark(s) and as further specified in in Exhibit 4 to this Agreement.

## 4. LICENSEE'S WARRANTIES

### 4.1 The Licensee warrants that:

- where required, it has valid Approval Certificates,
- it shall notify NSC immediately if one or more of its Approval Certificates are revoked, expired, terminated, limited or if any similar actions are applied which affects Licensee's ability to produce or import seafood in the Territory,
- it will comply with any legal requirements applicable for its business in the Territory as regards for instance, but not limited to, declaring Products under proper customs tariff numbers and furnishing and applying sufficient and required food labeling information to the Products as per applicable laws and regulations, in all instances ensuring, as a minimum, that the conditions set forth in Clause 6.5 are satisfied and that the food labeling information clearly identifies the country of processing, country of manufacture, the food business operator identity, the origin of the main ingredient, and the name of the specie/species of the main ingredient, both the commonly known tradename and the specie name in Latin. For the avoidance of doubt, the oval marking identifying country of manufacture is considered insufficient for the purpose of ensuring compliance with mandatory food labeling requirements in the EEA.
- it will obtain all licenses, permits, and consents necessary for the Marketing of the Products in the Territory,
- its Marketing of products which are labelled with the Trade Mark(s) shall be limited to the Products approved, and conducted in a way which NSC determines does not jeopardise the goodwill of the Trade Mark(s), NSC or the reputation of Norwegian Seafood and does not mislead consumers,
- Licensee's own trademarks used in conjunction with the Trade Mark(s) do not violate any third party rights,
- it will only use the Trade Mark(s) in compliance with the terms and conditions set out in this Agreement, and

- to the maximum extent permitted by the law, the Licensee shall indemnify and hold harmless NSC of and from all and any claims from any third party arising out of or in connection with the Products or Licensee's Marketing, use of the Trade Mark(s) or Marketing Materials, including in conjunction with the use of the Licensee's own trademark.

## **5. NSC'S MAINTENANCE OF THE TRADE MARK(S)**

- 5.1 NSC will pay any renewal fees for registered Trade Mark(s) when applicable, in order to maintain a registration where maintenance of registrations at NSC's sole discretion is considered relevant.

## **6. GRANT OF LICENSE**

- 6.1 NSC grants the Licensee, in the Territory, a non-exclusive, royalty-free, non-transferable, non-assignable, non-sublicensable license to use the Trade Mark(s) and the Marketing Material in association with Products, which have been approved by NSC, subject to the terms and conditions set out in this Agreement and solely in connection with the Licensee's Marketing of the Products in the Territory for the duration of this Agreement. Any goodwill in the Trade Mark(s) existing either prior to or arising during the term of this license is owned by NSC. Licensee assigns any goodwill arising during the term of the license to NSC as and when it arises.
- 6.2 NSC may, upon NSC's sole discretion, decide that a grant of license shall, unless otherwise specified in Exhibit 4 (Species Specific Exceptions), be inapplicable and revoked if a Norwegian Seafood Product, which has been processed and labelled in the Territory, is re-exported, sold or marketed in another customs area.
- 6.3 The grant of license is inapplicable and revoked if the Licensee is not able to document actual use of the Trade Mark(s) in the Territory for Norwegian Seafood Products within a year from the date of entering into this Standard Trademark License Agreement, or if the use has been discontinued for a year.
- 6.4 NSC may, from time to time and at NSC's sole discretion, provide certain Marketing Materials to the Licensee. NSC may withdraw any Marketing Material or its permission to the Licensee to use such Marketing Material at any time.
- 6.5 The Trade Mark(s) and the Marketing Material may only be used where Norwegian Seafood is the main ingredient, and cannot be used on, or in connection with, any of the following:
- (a) products that are not perceived as a seafood product by the average consumer;
  - (b) products where the use of the Trade Mark and/or Marketing Material would mislead consumers;
  - (c) products which also contain and/or are mixed with seafood from other territorial origins than the Kingdom of Norway, or which otherwise does not comply with the definition of Norwegian Seafood as set out herein;
  - (d) products not intended for human consumption;
  - (e) additives and food supplements;
  - (f) products containing non-negligible volumes of other animal protein such as chicken, pork or beef or are marketed as such products;
  - (g) products where the use of the Trade Mark and/or Marketing Material, in NSC's sole discretion, would jeopardise the distinctiveness and goodwill of the Trade Mark, NSC or the reputation of Norwegian Seafood; or
  - (h) products also labelled with the Licensee's trademark(s) where Licensee's trademark(s), in NSC's sole discretion, would jeopardise the goodwill of the Trade Mark, NSC or the reputation of Norwegian Seafood.

- 6.6 The Trade Mark(s) used on the Products shall only be used together with the Licensee's own trade mark and/or any trade mark of their customer(s), and the Trade Mark(s) may not form a dominant part. The Licensee's own trade mark(s) and/or any trade mark of their customer(s) may not be designed in a manner or contain words or other elements which may be confused with the Trade Mark(s) or in any way misleading consumer or others into believing that these are related to products of NSC or that NSC and Licensee are in any way partners, joint ventures or affiliated companies. The Licensee's own trade mark and/or any trade mark of their customer(s) must be accompanied by a product description (e.g. "Norwegian Salmon" or similar). The product description must be clearly displayed on the product/packaging. NSC may, upon request by the Licensee or on its own initiative, provide further guidance regarding the proper use of the Trade Mark(s) in specific contexts, in which case the Licensee shall follow the instructions or suggestions provided by NSC.
- 6.7 The Licensee shall have no right to use the Trade Mark(s) in connection with any other products than on the Products.
- 6.8 The Trade Mark(s) and Marketing Material may only be used by Licensee on/in connection with Products which are imported or bought from companies which are registered exporters of Norwegian Seafood and which may furnish export declarations and/or Norwegian catch certificates.
- 6.9 All and any product packaging which the Licensee wishes to use in association with the Trade Mark(s), shall be presented and accepted by NSC in writing prior to commercial use.
- 6.10 If the Licensee wishes to use the Trade Mark(s) on any electronic medium, e.g. the Internet, such material shall be provided to NSC and accepted in writing prior to external use. Use of the Trade Mark on internet sites which actively target Norwegian consumers or traders shall not be considered Marketing (outside of the Kingdom of Norway) and shall not be permitted under this Agreement. If the Licensee wishes to use the Trade Mark(s) on any other marketing or printed material, NSC has the right to ask for samples for approval. NSC shall have full discretion to accept or deny any proposed product packaging or other use of the Trade Mark(s) and shall bear no liability for any delay or denial of such proposed product packaging or use of the Trade Mark(s).

## 7. TRACKING INSTRUCTIONS, REPORTING AND AUDITS

- 7.1 In order to prevent that seafood which is not Norwegian Seafood is labelled or marketed with the Trade Mark(s), the Licensee shall use a tracking system which enables control of all products labelled with Trade Mark(s) or in any other way marketed with Trade Mark(s), which can trace and document that the products sold under the Trade Mark(s) origin from Norwegian Seafood, and otherwise are subject to a License under this Agreement,
- 7.2 The Licensee's tracking system shall be documented, reliable and verifiable. It may be checked and audited by a third-party auditor appointed by the NSC.
- 7.3 All products and seafood that are sold or marked with the Trade Mark(s) must be handled in such a manner that each component and/or ingredient's true place of origin can be traced throughout the entire manufacturing and processing phase until the finished goods and/or products are packed in accordance with the relevant labelling and food information requirements.
- 7.4 In particular, and notwithstanding the generality of the above, the Licensee must be able to verify that it:
- has a legitimate tracking system enabling the tracing of true place of origin of components used in any product and/or seafood labelled with the Trade Mark,
  - at all times ensures that raw material purchased as Norwegian Seafood is accompanied by a Norwegian catch certificate, where applicable, which may be furnished at any given time upon express request by NSC and/or the third party auditor,

- at all times has systems and controls to ensure that the production and manufacturing of a product bearing a Trade Mark is clearly separated and not mixed with any other manufacturing processes for other type(s) of product(s),
- at all times is able to trace and document all handling, alteration, processing, dividing or segmentation of Norwegian Seafood which is done within the Licensee's control and activities, from receipt of the raw material to dispatch of any product or seafood, and
- at all times keeps records allowing the calculation of value and volume of Norwegian Seafood received and the value and volume later sold with a Trade Mark or later dispatched.

If the Licensee employs any third parties or subcontractors during handling of the Norwegian Seafood, Licensee shall ensure that this third party will comply with this Agreement.

- 7.5 The Licensee shall on a regular basis, minimum once a year, report to NSC regarding the Licensee's use of the Trade Mark(s). The Licensee's reports shall be in a format and with the information and specifications reasonably requested by the NSC. NSC sets the deadlines for the reports.

In addition to the regular reports, NSC may request to:

- examine samples of Products available on the market without notification,
- carry out inspections of the Licensee's use of the Trade Mark(s), and Marketing Material without notification,
- have access to information from and access to relevant data bases, files or records in addition to other data as well as statistics available or which may be produced, provided such request(s) are reasonable, assuming that due attention will be paid to the protection of the Licensee's confidential information, and that the request(s) are restricted to information strictly relating to the Licensee's performance of this Agreement, and
- ask for information regarding the volume of Norwegian Seafood received by the Licensee (calculated in kilograms) and volumes sold with a Trade Mark or later dispatched by the Licensee.

- 7.6 As part of the NSC License program, and in order to preserve the integrity of the Trade Mark(s), NSC will annually request third party audit of selected manufacturer(s), costs of which will be borne by NSC.

- 7.7 If NSC believes or has reason to believe, at NSC's sole discretion, that the Licensee is not in compliance with requirements under this Agreement, NSC may at any time request a separate third party audit.

- 7.8 Without limiting the foregoing, Licensee shall be in compliance with any applicable traceability laws and regulations.

- 7.9 In the event of non-compliance of this clause 7, and without limiting any other remedies available, the Licensee is obliged to immediately withdraw the applicable Products from the market.

## **8. INTELLECTUAL PROPERTY RIGHTS**

- 8.1 The Licensee acknowledges that NSC is the owner and proprietor of the Trade Mark(s) and the Marketing Material, and that the Licensee shall not obtain or claim any right(s) to the Trade Mark(s) or the Marketing Material except for the right to license as expressly set out in this Agreement.

- 8.2 The Licensee shall not register or use any domain names or trademarks which contain text or figurative elements included in or similar to elements included in the Trade Mark(s) or which may in any other way be confused with or associated with NSC or the Trade Mark(s).

## **9. NON-COMPLIANT MARKETING**

- 9.1 Should NSC, in its sole discretion, determine that the Trade Mark(s) are used in a manner that is misleading or in any other way in an abusive manner inconsistent with this Agreement or the image or

reputation of NSC or Norwegian Seafood, this will be deemed a material breach of the Agreement. Further, NSC may demand compensation for all losses (both economic and non-economic).

- 9.2 In so far non-compliance with this Agreement is established following third party audit, NSC will demand compensation for all costs incurred in connection with the audit and Licensee agrees to reimburse such costs.

## **10. INFRINGEMENT OR UNAUTHORISED USE BY THIRD PARTIES**

- 10.1 In the event that the Licensee becomes aware of any infringement of NSC's intellectual property by a third party, including unauthorised use of the Trade Mark(s) or the Marketing Material, it shall promptly notify NSC so that NSC may take enforcement action against that third party. Licensee shall cooperate fully with NSC in any actions NSC may take to enforce and protect its intellectual property rights.
- 10.2 NSC disclaims any warranties as to registrability of the Trade Mark(s), or infringement of third parties' rights, merchantability, and fitness for a particular purpose with regard to the Products or Marketing Materials on which the Trade Mark(s) are used.

## **11. DURATION AND TERMINATION**

- 11.1 This Agreement shall enter into force upon the last date of signature of this Agreement, and shall, unless having become inapplicable and revoked earlier pursuant to clause 6.2 or 6.3, expire at the date of 3 years thereafter. The Parties may agree in writing to extend the Agreement for subsequent 3 year periods.
- 11.2 During any current Agreement period, both Parties may terminate the Agreement for convenience at any time during the term of the Agreement by giving the other Party at least 90 days prior written notice. The termination may cover all licensed Trade Mark(s) or a specific Trade Mark.
- 11.3 This Agreement and the license hereunder to all Trade Marks and Marketing Material terminates with immediate effect in the event that (i) the Licensee enters into liquidation, becomes insolvent or discontinues its general course of business, (ii) the Licensee is in breach of any of its obligations set out in clause 4, 6, 7, 8 or 9, (iii) any licenses, permits and consents held by the Licensee or its Subcontractors necessary for the Marketing of Norwegian Seafood in the Territory and the performance of Licensee's obligations under this Agreement are revoked, expired, terminated or similar, or (iv) the Licensee is in material breach of this Agreement.
- 11.4 In its sole discretion, NSC may terminate this Agreement and the license hereunder to all Trade Marks and Marketing Material with immediate effect in the event that one of the registered Trade Marks is revoked or held invalid.
- 11.4 On termination or expiry of this Agreement, the Licensee shall immediately cease the use of the Trade Mark(s) and the Marketing Material. Products produced or imported more than 14 days prior to the termination or expiry may be marketed and sold in the Territory for a period of maximum 30 days after termination or expiry, and any such sale or Marketing shall be in compliance with this Agreement.
- 11.5 In case of termination pursuant to this Section 11, the NSC cannot, under any circumstance, be held liable for costs and/or losses incurred and/or future loss of profits by the Licensee, whether direct or indirect.

## **12. NO PARTNERSHIP OR AGENCY**

- 12.1 Nothing in this Agreement is intended to create a partnership, joint venture or legal relationship of any kind that would impose liability upon one Party for the acts or omissions of the other Party.

## **13. DISPUTE RESOLUTION AND GOVERNING LAW**

- 13.1 This Agreement and any other matter arising from or in connection with it shall be governed by and construed in accordance with Norwegian law.



- 13.2 Any dispute, controversy or claim arising out of or in connection with this Agreement shall first be sought to be settled amicably. If an amicable solution is not reached within 30 days of a request by either Party to enter into negotiations to resolve the dispute, controversy or claim,, then such dispute, controversy or claim shall be finally settled by the Arbitration Institute of the Stockholm Chamber of Commerce in accordance with the Arbitration Rules of the Arbitration Institute of the Stockholm Chamber of Commerce. The seat of the arbitration shall be Stockholm, Sweden. The arbitral tribunal shall be composed of three arbitrators. The arbitration shall be conducted in the English language. The arbitration proceedings and the arbitral award shall be kept private and confidential. For the avoidance of doubts, this clause does not prevent either Party from seeking injunctive or other immediate relief from a competent court in the applicable jurisdiction.

For Norges sjømatråd AS

For [Licensee]

(The Norwegian Seafood Council)

Date and place:

Date and place:

Title and name:

Title and name:

Signature:

Signature:



## License Application

For use of the “Seafood from Norway” trademark outside Norway

Company name and main office address	
Labelling site address (site of final packaging)	
Country	
Official company registration number	
Contact person (name and title)	
E-mail	
Phone	
Will you re-export Norwegian Seafood* Products** to other countries? If yes, where?	
Which Norwegian Seafood/fish products do you intend to label with the trademark “Seafood from Norway”? (E.g. Norwegian mackerel, herring, capelin, clipfish, salted fish, stockfish, salmon, trout, prawns, king crab, snow crab).	
<p><i>Note: When the License Agreement is signed, all product labelling using the trademark must be approved by the NSC prior to commercial use.</i></p>	

Management Systems		
Mark checkbox and attach required documentation <u>if</u> you are certified against any of the standards.		
CERTIFIED MANAGEMENT SYSTEMS	REQUIRED DOCUMENTATION	ATTACHMENT NAME
<input type="checkbox"/> Certified against one or several international standards (Global Food Safety Initiative ( <a href="#">GFSI</a> ), Marine Stewardship Council (MSC) chain of custody or Aquaculture Stewardship Council (ASC) chain of custody ( <a href="#">MSC CoC</a> or <a href="#">ASC CoC</a> ), Global G.A.P. Chain of Custody ( <a href="#">Global G.A.P CoC</a> )).	Copy of a valid certificate.	
<input type="checkbox"/> Not certified against any international standard.		

\*the meaning of “**Seafood**” as used herein shall be understood as per the definition contained in clause 3.3 of the License Agreement between the Licensee and the Norwegian Seafood Council. Reference is made to this clause.

\*\*the meaning of “**Norwegian Seafood Products**” or “**Products**” as used herein shall be understood as per the definition contained in clause 3.4 of the License Agreement between the Licensee and the Norwegian Seafood Council. Reference is made to this clause.

## Exporter Declaration

<b>Exporter name and main office address</b>	
<b>Contact person (name and title)</b>	
<b>E-mail</b>	
<b>Phone</b>	

The undersigned Norwegian Exporter (hereinafter the “Exporter”) is made aware that the Norwegian Seafood Council may enter into a Licence Agreement with the producer (“Licensee”) listed below.

<b>Producer name and main office address</b>	
<b>Country</b>	
<b>Contact person (name and title)</b>	
<b>E-mail</b>	
<b>Phone</b>	

The undersigned is advised that the Licensee will only be allowed to use the Trade Mark(s)\* which are owned by the Norwegian Seafood Council on/in connection with Norwegian Seafood Products. Such Norwegian Seafood Products shall only be imported or bought from companies registered as exporters of Norwegian Seafood\*\*, and which may furnish export declarations and/or Norwegian catch certificates.

The undersigned is aware that Norwegian Seafood Products\*\*\* may be imported directly or indirectly by the Licensee.

With this background the undersigned declares that the following products, which are exported by the undersigned, comply with the definition of Norwegian Seafood Products.

<b>Which Norwegian Seafood/fish products do you export to the producer?</b> (E.g. Atlantic mackerel, herring, capelin, clipfish, salted fish, stockfish, salmon, trout, prawns, king crab, snow crab).	
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If delivery to the above-named Licensee (directly or indirectly) is discontinued, the Norwegian Seafood Council will be notified of this as soon as possible by the Exporter.

*\* the meaning of "**Trade Mark(s)**" as used herein shall be understood as per the definition contained in clause 3.5 of the License Agreement between the Licensee and the Norwegian Seafood Council. Reference is made to this clause.*

*\*\*the meaning of "**Seafood**" as used herein shall be understood as per the definition contained in clause 3.3 of the License Agreement between the Licensee and the Norwegian Seafood Council. Reference is made to this clause.*

*\*\*\* the meaning of "**Norwegian Seafood Products**" or "**Products**" as used herein shall be understood as per the definition contained in clause 3.4 of the License Agreement between the Licensee and the Norwegian Seafood Council. Reference is made to this clause.*

## Trade Mark(s)

The License Agreement shall cover the use by the Licensee of the Trade Mark(s)  
**SEAFOOD FROM NORWAY** in the following versions:



SEAFOOD  
FROM  
NORWAY

SEAFOOD  
FROM  
NORWAY



The Trade Marks are covered by the following trademark applications/registrations:

- Norwegian trademark: registration numbers 291526, 291525, 291524 and 291523.
- EU trademark: EUTM trademark number 016744419 and 016744492.
- Madrid Protocol trademark: Serial numbers 1380414, 1371358, 1374516, 1380413,  
This is not an exhaustive list of the protected Madrid Protocol trademarks.

- Moreover, the Trade Marks are protected, or applications have been filed, in several jurisdictions at national level.

Notwithstanding which color combinations of the above trademarks that have been applied/registered in the relevant jurisdiction, all varieties of the above trademarks are proprietary to Norges sjømatråd AS (the Norwegian Seafood Council).

## Species Specific Exceptions

### PELAGIC SPECIES

*(Scomber scombrus, Clupea harengus, and Mallotus villosus)*

Territory (cf. Clause 3.8 of the NSC Standard Trademark License Agreement);

For the above-mentioned species, the Territory is Global, i.e. global movement is accorded to the Licensee. The above entails that these species can be processed and/or labelled by the Licensee in the Territory, and the resulting Products affixed with the Trade Mark(s) may then be exported to any custom area in the world with the limitation of the Kingdom of Norway.



**SALMON/TROUT**  
**(*Salmo salar*, and *Oncorhynchus mykiss*)**

**“Norwegian Seafood Products” or “Products” (cf. clause 3.4 of the NSC Standard Trademark License Agreement):**

For the above-mentioned species, the following conditions must be fulfilled;

- (i) criteria (d) in Article 3.4 in the Standard Trademark License Agreement is not applicable and is specifically exempted from, provided that the raw materials used, meet all other criteria in Article 3.4. (a), (b) and (c), as well as (e) except for the parts of (e) referencing (d), in the Standard Trademark License Agreement, and
- (ii) the above-mentioned species must be subject to the levy on Norwegian seafood exports;
- (iii) the Products must undergo initial processing (i.e. change of HS-code) in the Kingdom of Norway, before export of the Products; and
- (iv) the Products must be further processed and/or labeled with the Trade Mark(s) outside of the Kingdom of Norway, at a production facility owned by the Norwegian company being the Licensee or its subsidiary; and
- (v) the Products affixed with the Trade Mark(s) are not offered for sale or marketed in the Kingdom of Norway.

**“Territory” (cf. clause 3.8 of the NSC Standard Trademark License Agreement);**

Provided the above additional criteria (iii) - (v) are complied with, the “Territory” for the above-mentioned species is Global, i.e. global movement is accorded to the Licensee for the above mentioned species. The above entails that these species can be processed and/or labelled by the Licensee in the Territory, and the resulting Products affixed with the Trade Mark(s) may then be exported to any custom area in the world with the limitation of the Kingdom of Norway.

**Limitation to clause 6.2 of the NSC Standard Trademark License Agreement);**

For the above mentioned species, and subject to the above additional criteria are complied with, Clause 6.2 of the Standard License Agreement does not apply.

## **WHITEFISH SPECIES**

***(Gadus morhua, Pollachius viren, Hippoglossus hippoglossus, and Melanogrammus aeglefinus)***

### **“Norwegian Seafood Products” or “Products” (cf. clause 3.4 of the NSC Standard Trademark License Agreement):**

For the above-mentioned species, the following conditions must be fulfilled;

- (i) the Products must undergo initial processing (i.e. change of HS-code) in the Kingdom of Norway, before export of the Products; and
- (ii) the Products must be further processed and/or labeled with the Trade Mark(s) outside of the Kingdom of Norway, at a production facility owned by the Norwegian company being the Licensee or its subsidiary; and
- (iii) the Products affixed with the Trade Mark(s) are not offered for sale or marketed in the Kingdom of Norway.

### **“Territory” (cf. clause 3.8 of the NSC Standard Trademark License Agreement);**

Provided the above criteria (i) - (iii) are complied with, the “Territory” for the above-mentioned species is Global, i.e. global movement is accorded to the Licensee for the above mentioned species. The above entails that these species can be processed and/or labelled by the Licensee in the Territory, and the resulting Products affixed with the Trade Mark(s) may then be exported to any custom area in the world with the limitation of the Kingdom of Norway.

### **Limitation to clause 6.2 of the NSC Standard Trademark License Agreement);**

For the above mentioned species, and subject to the above additional criteria are complied with, Clause 6.2 of the Standard License Agreement does not apply.

## **SHELLFISH SPECIES**

***(Pandalus spp., Paralithodes camtschaticus, Chionoecetes opilio, and Cancer pagurus)***

**“Norwegian Seafood Products” or “Products” (cf. clause 3.4 of the NSC Standard Trademark License Agreement):**

For the above-mentioned species, the following conditions must be fulfilled ;

- (i) the Products must undergo initial processing (i.e. change of HS-code) in the Kingdom of Norway, before export of the Products; and
- (ii) the Products must be further processed and/or labeled with the Trade Mark(s) outside of the Kingdom of Norway, at a production facility owned by the Norwegian company being the Licensee or its subsidiary; and
- (iii) the Products affixed with the Trade Mark(s) are not offered for sale or marketed in the Kingdom of Norway.

**“Territory” (cf. clause 3.8 of the NSC Standard Trademark License Agreement);**

Provided the above additional criteria (i) - (iii) are complied with, the “Territory” for the above-mentioned species is Global, i.e. global movement is accorded to the Licensee for the above mentioned species. The above entails that these species can be processed and/or labelled by the Licensee in the Territory, and the resulting Products affixed with the Trade Mark(s) may then be exported to any custom area in the world with the limitation of the Kingdom of Norway.

For snow crab (*Chionoecetes opilio*) the Territory is Global, i.e. global movement is accorded to the Licensee. The above entails that these species can be processed and/or labelled by the Licensee in the Territory, and the resulting Products affixed with the Trade Mark(s) may then be exported to any custom area in the world with the limitation of the Kingdom of Norway. This exception is time limited and only valid until 31.12.2024.

**Limitation to clause 6.2 of the NSC Standard Trademark License Agreement);**

For the above mentioned species, and subject to the above additional criteria are complied with, Clause 6.2 of the Standard License Agreement does not apply.

Provided the above additional criteria (i) - (iii) are complied with, the “Territory” for the above-mentioned species is Global, i.e. global movement is accorded to the Licensee for the above mentioned species. The above entails that these species can be processed and/or labelled by the Licensee in the Territory, and the resulting Products affixed with the Trade Mark(s) may then be exported to any custom area in the world with the limitation of the Kingdom of Norway.

## **CURED PRODUCTS**

### ***(Salted fish, stockfish, clipfish, dried and salted products)***

**“Norwegian Seafood Products” or “Products” (cf. clause 3.4 of the NSC Standard Trademark License Agreement):**

For the above-mentioned species, the following conditions must be fulfilled;

- (i) the Products must undergo initial processing (i.e. change of HS-code) in the Kingdom of Norway, before export of the Products; and
- (ii) the Products must be further processed and/or labeled with the Trade Mark(s) outside of the Kingdom of Norway, at a production facility owned by the Norwegian company being the Licensee or its subsidiary; and
- (iii) the Products affixed with the Trade Mark(s) are not offered for sale or marketed in the Kingdom of Norway.

**“Territory” (cf. clause 3.8 of the NSC Standard Trademark License Agreement);**

Provided the above additional criteria (i) - (iii) are complied with, the “Territory” for the above-mentioned species is Global, i.e. global movement is accorded to the Licensee for the above mentioned species. The above entails that these species can be processed and/or labelled by the Licensee in the Territory, and the resulting Products affixed with the Trade Mark(s) may then be exported to any custom area in the world with the limitation of the Kingdom of Norway.

**Limitation to clause 6.2 of the NSC Standard Trademark License Agreement);**

For the above mentioned species, and subject to the above additional criteria are complied with, Clause 6.2 of the Standard License Agreement does not apply.

## **Map and Species Lists**

### **Species naturally occurring in Norwegian waters and farmed in Norway**

With reference to the Standard Trademark License Agreement Clause 3.4 (a) and (b), applicable maps and species lists detailing the boundaries of the Norwegian continental shelf, and listing mutually governed species and species list for seafood naturally inhabiting Norwegian seawaters, are available at [https://en.seafood.no/GeneralGuidelines\\_SfN](https://en.seafood.no/GeneralGuidelines_SfN). The at any and all time most current and maps and species list with the most recent date of update are at all times applicable.