

APPENDIX 1

INNOVATION PEI LICENSING TERMS AND CONDITIONS

**“ISLAND BLUE” and “MALPEQUE”
or Variations Thereof
and Bilingual Equivalent**

1. That oysters sold under these Trade-marks must be appropriate to the high quality image of Prince Edward Island.
2. That oysters must be marked/marketed with the appropriate quality standards as graded according to the Provincial and Federal seafood regulations.
3. That mussels labeled under these Trade-marks shall be deemed to be #1 quality grade and those Trade-marks which have/are/include the words “Island Blue” shall be used by only those Companies using the trade-mark for their sole and only brand.
4. The licensed product may be sold world wide.
5. Adhere to the rules of license graphics associated with the specific Trade-mark.
6. Subject to the other provisions of this license, this license shall have a term of one (1) year and shall be renewed automatically for four (4) further one-year terms provided the Licensee is not in default under any of the terms of this license.
- 6A. Warrant that the mussels and oysters are *original to Prince Edward Island *(that the spawn, spat collection, growing, harvesting occurred within waters deemed to be within Prince Edward Island.)
- 6B. Warrant that in the case where/when mussels and/or oysters are brought into Prince Edward Island, that they be held in waters deemed to be waters of Prince Edward Island for a period of no less than 12 months.
- 6C. Adhere to only using the trade-mark for the American oyster (*Crassostrea virginica*)
7. Warrant that the mussels and oysters are produced according to the specified Trade-mark format; i.e. rope cultured, bottom cultivated.
8. Withdraw from sale any licensed mussel or oyster product, associated marketing materials, which have been trade-marked and have been deemed to be in contravention to this licensing agreement.
9. Advise Innovation PEI of any sale of the licensed business so an amendment can be made to the signing company authority.
10. Indemnify and save harmless Innovation PEI from any injury, damage, loss, cost, claim or expense caused or incurred by the licensed user as a result of the sale or use of the licensed product and/or as a result of a breach of this License Terms and Conditions.

-INNOVATION PEI TRADE-MARK LICENSING-