



## Regulations Culinary Heritage

### General

Representatives of regions, municipalities and cities can apply to join the Culinary Heritage network as a License Holder. These administrative bodies shall actively promote and develop a network within their own legislative geographic area with focus on culinary traditions, local production and food heritage. The License Holder shall act as a good ambassador for the international network Culinary Heritage and can expect other License Holders to do the same by the common use of the connected Trademark and for respecting the values and criteria's this regulation and agreement stipulates.

The License Holder shall have an existing or a planned project within the sectors of food and/or heritage. The participation in Culinary Heritage is considered as a project in itself.

The License Holder have firmly established connections with other appropriate authorities and networks in their geographical area with the objective of a long term commitment and cooperation together with the international Culinary Heritage network.

It is seen as an advantage if the License Holder assign a person dedicated to the project acting as contact person/coordinator both for internal and external contacts within the topic.

### License Holder Geographical Area

The marketing area and jurisdiction for the License Holder within the Culinary Heritage network shall be pointed out based on their geographical location as an administrative body. It is therefore recommended that the geographical area corresponds to the actual administrative body jurisdiction but ethnic or cultural borders can also extend the size of the geographical area upon agreement. It must though be possible for the License Holder to maintain a good overview of the participating Business Members in the specified geographical area.

### License Holder Fee

For the participation in the Culinary Heritage network and its activities there is an annual fee for the License Holder. The fee covers the right to use the Culinary Heritage Trademark, grants access to Culinary Heritage Awards concept, access to the Culinary Heritage network and its activities, promotion and advertising through the Culinary Heritage network channels such as internet, social media, events and other media coverage, get services provided by the Global Coordinator and other coordinators that can be relevant, gain access to project results and other cooperation within the network.

- The License Holder Fee is 500€ (five hundred euro) excluding VAT the first 3 (three) years for new regions when they join the Culinary Heritage network. From year 4 (four) and onward the License Holder Fee is covered solely by the Business Member Annual Fee.

- Licensed regions using the trademark before the 1st of August 2021 is automatically considered being on year 4 in the agreement.

- The fee is paid by invoice in January for existing members and for new members upon entering the network since the License Holder Fee covers the rest of the calendar year. The fee is index regulated (IMF GDP G7) with 2020 as base year if the fee will be increased.

### The Culinary Heritage Trademark

- The Culinary Heritage Trademark is recognised as a quality label and guidance to culinary traditions, local food production and food heritage.

- The Culinary Heritage Trademark (EUIPO - EUTM file no 000778035) is an intellectual property owned by the NGO Latgale Culinary Heritage Center (Biedrība "Latgales kulinārā mantojuma centrs" LV50008218061). The trademark is protected by EUIPO regulations.

- Only License Holders and their officially approved Business Members have the permission and license to use the Culinary Heritage Trademark together with the organisation Culinary Heritage in itself.

- The Global Coordinator represents the owner of the trademark and is employed by the Swedish service company Culinary Heritage (SE7402090372) that are contracted to perform the services for the owner of the Culinary Heritage Trademark. The Global Coordinator, acting on behalf of the trademark owner, has



the sole right on production of originals for the Culinary Heritage Trademark adjusted for the License Holder as well as for production of special promotion campaigns concerning the Culinary Heritage network.

- The Culinary Heritage Trademark consists of the trademark logo including a translation of “Culinary Heritage” into the preferred national language as well as an English text version. The name of the designated geographic area is also described and implemented to the local version of the Culinary Heritage Trademark.
- License Holders and Business Members have the right to use the Culinary Heritage Trademark in accordance with set regulation and criteria. For License Holders it is fully described in this document, “Culinary Heritage Regulation”, and for Business Members it is described in “Criteria for Culinary Heritage Business Member”.
- The License Holder is responsible for the correct use of the Culinary Heritage Trademark in their licensed geographical region. The Culinary Heritage Trademark is used as a quality label and geographical indicator of culinary culture and locally produced food products.
- The License Holder and the Business Members has the right to use the Culinary Heritage Trademark in accordance with set regulations in this agreement for information, promotion and marketing purposes.
- The License Holder is responsible for the consignment of the license of the trademark to participating Business Members.
- The Culinary Heritage Trademark is delivered to the License Holder in different digital formats.
- The Culinary Heritage Trademark for the specified geographical area will be delivered both in national language and in English and it is free of choice which to use at any specific time.
- The international version of the Culinary Heritage Trademark will also be available for usage.
- The original versions shall be used overall but commercial use in B/W and adjustments of colors to Business Members profiling i.e. product labels are possible.
- The Culinary Heritage Enamel Sign is a part of the intellectual property owned by the Trademark owner and licensed out to be used by the Business Members and License Holders as long as they are a part of the Culinary Heritage network. It is therefore recommended that each Business Member has the Enamel Sign displayed outside their venue. The Culinary Heritage Enamel Sign is a very important part of the identity for the network and it shall therefore have the exact same appearance throughout the network.
- Culinary Heritage has the sole right for production and distribution of the Enamel Sign to the License Holder. For this service and for the production of the Enamel Signs the License Holder pay a one time fee of 65€ (excl. VAT) per piece. The Culinary Heritage Enamel Signs are ordered by the License Holder through the Global Coordinator.

## **Global Coordinator**

- The Global Coordinator(s) provide services and representation to the License Holder.
- The Global Coordinator acts on behalf of the trademark owner.
- The Global Coordinator(s) is a representative for all the License Holders in the network. The Global Coordinator is therefore available as a representative for the License Holder for marketing and other events that can be of importance for the Culinary Heritage network.
- Representation by the Global Coordinator(s), at place in a licensed region, shall be planned well in advance as the availability can be limited due to other assignments within the network.
- The License Holder or the inviting organisation, getting representation on place by the Global Coordinator(s), cover the costs at place such as accommodation, visits and catering during the specified invitation. For covering international travel expenses, services and other expenditures for the Global Coordinator, Culinary Heritage reserves the right to charge the License Holder or inviting organisation according to a separate agreement negotiated between the mentioned parties for the particular occasion at cost.



## **Business Members**

- The License Holder will be the licensee of Business Members, in the assigned geographical area and in accordance with the "Criteria for Culinary Heritage Business Member".
- The Business Member become a part of the License Holder's local network and in the international Culinary Heritage network and are therefore able to use the Culinary Heritage Trademark. As a minimum, the participating Business Members must comply with the regulations in "Criteria for Culinary Heritage Business Member".
- The License Holder can also specify and implement specific types of regulations for the Business Members in their own geographical area. These regulations shall be sent to the Global Coordinator, in English, for approval.
- A "Business Member Certificate" shall be provided to the Business Member annually by the License Holder as a proof that the actual business is a part of the Culinary Heritage network. The certificate will be generated by the License Holder when the business will be officially recognised as a Business Member. The certificate is issued by Culinary Heritage as a PDF.
- The Business Member and their activities shall be revised annually by the License Holder.
- For taking part in activities, promotion, competitions, study trips and other events arranged by the License Holder and/or Culinary Heritage the Business Member must be fully registered at the networks official homepage Culinary Heritage - [www.culinaryheritage.net](http://www.culinaryheritage.net) - and thus have paid the international Business Member Annual Fee of 50€ (fifty euro) excluding VAT directly to Culinary Heritage (Reg.Nr. Sweden: SE7402090372).
- The Business Member Annual Fee can also be covered by the License Holder within this agreement by signing the option for "Collective Business Member Fee" separately with Culinary Heritage.
- The Collective Business Member Fee option costs 2250€ (two thousand two hundred fifty euro) excluding VAT annually and it covers an unlimited amount of Business Member licenses for the specific year. With this payment option chosen there are no other payments to Culinary Heritage for the Business Members in the License Holder's geographical area.
- The Collective Business Member Fee is index regulated (IMF GDP G7) with 2020 as base year. Culinary Heritage can also chose to freeze the fees from past year without recalculation of index.
- The License Holder decides if it shall be a membership/service fee for the Business Members to take part in the License Holder's local network and also decide the amount and terms for how the fee shall be paid.

## **Culinary Heritage Awards**

- The License Holder is obliged to arrange an annual event within their own local network called Culinary Heritage Awards, later on referred as the Event.
- The obligatory Event shall be held at latest on year 4 as a License Holder.
- The License Holder allocates financial resources after own premises and by own decision for the Event.
- The Event can be named in local language but the wording Culinary Heritage Awards must always be implemented in the local promotion.
- The Event highlights the Business Members within the local network. The Event will create positive promotion on local, national and international level for the Business Members.
- Regulations, classes and details for the Event are specified in the documentation for "Culinary Heritage Awards" and it is fully added to this agreement as an obligation.

## **Annual Meeting**

- The License Holder is once per year invited to Culinary Heritage Annual Meeting.
- The Annual Meeting is arranged by one of the License Holders in the network in cooperation with Culinary Heritage.
- The invitation covers the costs for meeting venues, catering and extra activities added for two representatives from the License Holder's organisation. Travel expenses and accommodation at own cost.
- The Annual Meeting is based on that the hosting License Holder can provide services under cost free basis according to specification herein that includes meeting venues, catering and extra activities for two representatives from each License Holder delegation represented.



## Official Website

- The License Holder shall publish relevant information at [www.culinaryheritage.net](http://www.culinaryheritage.net).
- The License Holder is responsible for regular updates of own content such as contact info, information about the local network and the licensed Business Members.
- The website has English as default language. It is strongly recommended to produce material in native language as well.
- Culinary Heritage is responsible for the public updates on the official web page with content from the License Holder within a maximum delay of one week after content is delivered.
- The License Holder is responsible to collect the consent from Business Members that business data and content will be processed exclusively for the purpose of fulfilling the objectives of the Culinary Heritage network. Denying consent to process personal data makes it impossible to participate in the execution of the Culinary Heritage network objectives. The content and data from the Business Member may be processed at the official website, printed media, social media, promotional publications, statistical purposes or in any other media made available to unlimited number of recipients.

## Agreement & Application

- This document, Regulations Culinary Heritage, also serves as an agreement between the License Holder and the Culinary Heritage company with fulfilment of obligations stated herein.
- An official application has beforehand been submitted by the administrative body, to become a License Holder within the Culinary Heritage network, to the Global Coordinator.
- This agreement is signed by the applying License Holder in accordance to this and the Global Coordinator have approved the application in full.

## Control

- The Global Coordinator has the sole authority and right to approve new License Holders.
  - "Regulations Culinary Heritage" is governed by and construed in accordance with the laws of Sweden, as the services are performed from this jurisdiction, and shall be treated as that if unclear situations occurs.
  - If the License Holder refrain of keeping the regulations, described in this document, the Global Coordinator is granted the right to cancel the membership within the Culinary Heritage network and denounce this contract with immediate effect without any reimburse of paid license- or service fees. If the license is withdrawn or canceled the License Holder is obliged to inform and effectuate the following without delays immediately;
  - The License Holder and all Business Members affected within the geographical area must immediately refrain from using the Culinary Heritage Trademark and renounce all granted rights and regulations stipulated by this agreement.
  - The License Holder immediately loose the right to use granted resources and conceptual rights within the framework of the Culinary Heritage network.
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