



IPNLF
FOR ONE-BY-ONE FISHERS

IPNLF MEMBER APPLICATION FORM

THE GLOBAL ONE-BY-ONE SUPPLY CHAIN TUNA NETWORK

Find us at: www.ipnlf.org
Get in touch: info@ipnlf.org

IPNLF MEMBER APPLICATION FORM



We are delighted to welcome you as a member of the International Pole & Line Foundation (IPNLF). We are very grateful for your support and for the opportunity to work with you to ensure a thriving future for one-by-one tuna fisheries and the communities and seas connected to them. The information in this Application Form and the Terms and Conditions constitute the legal agreement between us in relation to your membership of IPNLF.

PARTIES

International Pole & Line Foundation

Company limited by guarantee with registration number 07788763

Registered charity number: 1145586 (England and Wales)

Registered address: 1 London Street, Reading, RG1 4QW ("IPNLF")

Member details:

Name of member (Organisation):

Registered office address:

Registered company number:

Registered VAT number:

Member website:

Member contact email address:

Member telephone number:

**Please complete the appropriate half of the application form:*

COMMERCIAL MEMBERSHIP

Main Contact:

First name:

Last name:

Job title:

Industry sector:

- Producer
- Processor
- Trader
- Brand
- Retailer
- Foodservice

Other:

Membership fees (currency USD) based on latest Annual Turnover (Revenue):

| Membership tier: | Membership fee: |
|---|------------------------|
| <input type="checkbox"/> Turnover up to \$1 million | \$1,000.00 |
| <input type="checkbox"/> Turnover \$1 million - \$2.5 million | \$2,000.00 |
| <input type="checkbox"/> Turnover \$2.5 million - \$5 million | \$5,000.00 |
| <input type="checkbox"/> Turnover \$5 million - \$15 million | \$10,000.00 |
| <input type="checkbox"/> Turnover above \$15 million | \$15,000.00 |

NON-PROFIT MEMBERSHIP

Purpose/mission:

Main activities:

Funding sources:

Type of non-profit:

- Producer association
- Trade organisation
- Charitable organisation
- Private foundation

Other:

In joining as a non-profit IPNLF member we accept membership on a complimentary basis.

Please check the box:

(Optional) As a voluntary contribution to IPNLF activity we provide a donation of:
(Please check one box)

- \$250
- \$500
- \$1000

Other amount (please specify):

***To be completed by both parties:**

Signed on behalf of member:

Position held in company:

Date:

PAYMENT DETAILS

HSBC United Kingdom,

1 Centenary Square, Birmingham B1 1HQ

Account Name: International Pole & Line Foundation

Sort Code: 401276 **Account Number:** 86156046

UK Swift Code: HBUKGB4B

IBAN: GB73HBUK40127686156046

TERMS AND CONDITIONS

1. Definitions

- 1.1 In these Terms and Conditions (also referred to as this "this agreement") the following words and phrases shall have the following meanings unless the context required a different meaning:
- "Application form" the member Application Form attached to these terms and conditions, both IPNLF and member copies;
- "Fee" the fee specified on the Application Form, or such annual fee as the Trading Company may from time to time prescribe if the member renews its membership pursuant to clause 5.2;
- "Logo" the IPNLF logo, as from time to time notified to the member by the Trading Company;
- "Supporting member logo" the logo set out at Schedule 1 which may be amended from time to time by the IPNLF and/or the Trading Company;
- "Materials" all the publicity and promotional materials produced by or on behalf of IPNLF or the Trading Company to be used in connection with the member's involvement with IPNLF or which contain the member Name or member Logo;
- "Name" International Pole & Line Foundation;
- "Member benefits" the benefits to be provided by the Trading Company to the member during the membership Period as specified in clause 2.3;
- "Member logo" the corporate logo of the member;
- "Member materials" all the publicity and promotional materials produced by or on behalf of the member to be used in connection with its support of IPNLF or which contain the Name or the Logo, including any materials in Part 3 of Schedule 1;
- "Member name" the name of the member as specified on the Application Form;
- 1.2 In these Terms and Conditions, where the context so requires, the singular includes the plural and vice-versa.
- 1.3 In these Terms and Conditions, references to statutory provisions include any provisions that amend, replace or supplement them.
- ## 2. Membership and member benefits
- 2.1 The member may refer to itself publicly as a "member" or "supporter" of IPNLF.
- 2.2 In consideration for the Fee, the Trading Company shall provide the member benefits to the member during the membership period.
- 2.3 The member benefits include and are not limited to permission to use the IPNLF Supporting member Logo and IPNLF Name in accordance with the **IPNLF logo user guidelines**, access to and use of images, data, stories, research and other information or resources of IPNLF shall make available from time to time for use by members; member profile maintained and promoted on IPNLF's website and the Sourcing Transparency Platform (STP); access to IPNLF's knowledge, technical expertise, support, and Fisheries Improvement Toolbox; and all benefits as listed in the **IPNLF member Handbook**.
- ## 3. Use of the member's name and/or Logo
- 3.1 The member hereby grants the Trading Company and IPNLF each a non-exclusive licence to use the member Logo and member Name in connection with the products, activities or services of IPNLF or the Trading Company, and the member warrants that it has the right to grant the licence in this clause.
- 3.2 The member shall provide IPNLF with the member Logo promptly on request, in such format as IPNLF may reasonably require.
- ## 4. Obligations of the member
- In consideration for the member benefits, the member agrees with IPNLF that it shall:

- Fee**
- 4.1 Pay the Fee (plus value added tax at the prevailing standard rate) to IPNLF at the times and in the manner specified in the membership fee invoice;
- Commitments**
- 4.2 Conduct its business and activities in a responsible manner and in accordance with the *IPNLF member Code of Conduct* (CoC) as introduced in Schedule 2 of these Terms and Conditions and any other standards which the Trading Company may from time to time reasonably specify;
- Reputation**
- 4.3 Not represent that IPNLF or the Trading Company endorse or approve any of the products, activities or services of the member;
- 4.4
- 4.5 Not bring IPNLF, the Trading Company, the Name, the Logo or the Supporting member Logo into disrepute in anyway, nor carry out any activities contrary to the objectives of IPNLF, or which could damage the public perception of IPNLF or the Trading Company, or adversely affect the fundraising activities of IPNLF or the Trading Company or their relations with members, donors or other persons.
- 4.6 Not represent that IPNLF or the Trading Company supports any particular campaign, or use the Name, Logo or Supporting member Logo in connection with any campaign without the prior written approval of IPNLF.
- No commercial participator relationship**
- 4.7 Not represent that any proportion of the proceeds of sale or of the profits in relation to any of the Member's products, or any other charitable contributions (as defined in the Charities Act 1992), are being made by the Member to IPNLF or the Trading Company; and
- Assistance**
- 4.8 Consider any request for in-kind assistance which it may receive from IPNLF or the Trading Company in relation to their work.
- Intellectual property rights and goodwill**
- 4.9 For the avoidance of doubt, nothing in these terms shall be deemed to transfer any rights in the Logo or Supporting member Logo to the member other than expressly set out in these Terms and Conditions. Any goodwill derived from the use of the Supporting member Logo by the member shall accrue to IPNLF. IPNLF may, at any time, call for a confirmatory assignment of that goodwill and the member shall immediately execute it.
- 5. Duration and Termination**
- 5.1 The membership shall initially last for a period of one year from the date shown on the Application Form, unless terminated earlier by any party as provided in the provisions under clauses 5.3 and/or 5.4, or if not renewed under clause 5.2
- 5.2 Memberships may be renewed for further periods of one year by the Trading Company invoicing the member and the member paying the Trading Company the annual fee determined by the Trading Company for renewal of membership.
- 5.3 IPNLF and/or the Trading Company may end this agreement immediately (or on such notice as they deem fit):
- If the Member, its servants or agents or licenses do anything which in the reasonable opinion of either IPNLF or the Trading Company:
- 5.3.1 a) Brings the name or logo or reputation of IPNLF into disrepute in any way; or
- 5.3.2 b) Is contrary to the charitable objectives of IPNLF;
- written notice requiring it to pay and the member has failed to pay in the 30-day period.
- 5.4 Any party may terminate this agreement by giving notice to the other parties at any time if:
- 5.4.1 Any other party commits a material breach of any material term in these Terms and Conditions and (if such a breach is remediable) fails to remedy that breach within a period of 14 days after being notified in writing to do so;
- 5.4.2 Any other party repeatedly breaches any of these Terms and Conditions;
- 5.4.3 Any other party is unable to pay its debts, or has no reasonable prospect of doing so, or commences negotiations with all or any class of its creditors with a view to rescheduling any of its debts, or makes a proposal for or enters into any compromise or arrangement with its creditors other than (in the case of a company) for the sole purpose of a scheme for a solvent amalgamation of that other party with one or more other companies or the solvent reconstruction of that other party;

- 5.4.4 A petition is filed, a notice is given, a resolution is passes, or an order is made, for or in connection with the winding up of that other party other than for the sole purpose of a scheme for a solvent amalgamation of that other party with one or more other companies or the solvent reconstruction of that other party;
- 5.4.5 An application is made to court, or an order is made, for the appointment of an administrator or if a notice of intention to appoint an administrator is given or if an administrator is appointed over the other party;
- 5.4.6 A floating charge holder over the assets of that other party has become entitled to appoint or has appointed an administrative receiver;
- 5.4.7 A person becomes entitled to appoint a receiver over the assets of the other party or a receiver is appointed over the assets of the other party;
- 5.4.8 Any other party, being an individual, is the subject of a bankruptcy petition or order;
- 5.4.9 A creditor or encumbrancer of another party attached or takes possession of, or a distress, execution, sequestration or other such process is levied or enforced on or sued against, the whole or any part of its assets and such attachment or process is not discharged within 14 days;
- 5.4.10 Any event occurs, or proceeding is taken, with respect to another party in any jurisdiction to which it is subject that has an effect equivalent or similar to any of the events mentioned in this clause 5.4;
- 5.4.11 Any other party suspends or ceases, or threatens to suspend or cease, to carry on all or a substantial part of its business;
- 5.4.12 Any other party, being an individual, dies or, by reason of illness or incapacity (whether mental or physical), is incapable of managing his or her own affairs or becomes a patient under any mental health legislation; or
- 5.4.13 There is a change of control of any other party.

6. Consequence of Termination

- 6.1 On termination of these Terms and Conditions under clause 5.3 or 5.4, the member shall (unless IPNLF and the Trading Company otherwise agree in writing) immediately cease using and destroy or return to IPNLF all promotional or other material (including but not limited to the member Materials) bearing any of the Name, the Logo or the Supporting member Logo, and shall cease using and cease to have access to any other resources provided as part of the member Benefits.
- 6.2 On termination of these Terms and Conditions, the licences granted under clauses 2.3.1 and 2.3.2 shall terminate.
- 6.3 On expiry of the membership, the member shall cease using Materials bearing the Name, Logo or Supporting member Logo within such period as the Trading Company may authorise in writing.
- 6.4 The provision of these Terms and Conditions shall continue to apply following termination or expiry so far as may be necessary to give effect to the rights and remedies of the parties under it.

7. Indemnity

The member agrees to indemnify IPNLF and the Trading Company in respect of all costs, claims, loss or liability whatsoever suffered by them (including legal costs and disbursements) as a result of:

- 7.1 Any breach by the member of any of the terms of these Terms and Conditions, and;
- 7.2 The breach of the rights of any person in respect of the uses of the member name or supporting member logo contemplated by these Terms and Conditions.

Limitation of Liability

- 8. The parties acknowledge that IPNLF assumes no obligations to the other parties under these Terms and Conditions and that nothing in these Terms and Conditions give rise to any liability of IPNLF to any other party.
- 8.1 IPNLF shall not be liable to the member in respect of the matters described in clause 8.4.
- 8.2 Except in respect of death or personal injury caused by IPNLF's negligence (for which no limitation applies), IPNLF shall not be liable to the Member in respect of the matters described in clause 8.4.
- 8.3 The matters specified in clauses 8.2 and 8.3 are any loss of profit, loss of business, loss of revenue, loss of anticipated savings or loss of use or value or any indirect, special or consequential loss however arising by reason of:
 - 8.4.1 Any representation (unless fraudulent); or
 - 8.4.2 Any implied warrant, condition or other term; or
 - 8.4.3 Any duty at common law; or
 - 8.4.4 Any express term of these Terms and Conditions
- 8.5 Except in respect of death or personal injury caused by the negligence of IPNLF (for which no limitation applies), the entire combined liability of both IPNLF and the Trading Company under or in connection with these Terms and Conditions shall not exceed a sum equivalent to the Fee.

9. Force Majeure

- 9.1 No party shall be liable for any delay in performing any of its obligations these Terms and Conditions if such delay is caused by event beyond its control.

9.2 A party experiencing an event beyond its control shall give the other parties full particulars of the circumstance and use all reasonable endeavours to resume performance as soon as possible.

10. Entire Agreement and Variation

10.1 These Terms and Conditions and the Application Form together constitute the contract between the parties and are the exclusive statement of the agreement between the parties in relation to the member's involvement with IPNLF and the Trading Company and the uses of the Name and Logo and the member Name and member Logo. These Terms and Conditions and the Application Form supersede all previous communications, representations, arrangements between the parties in relation to those matters.

10.2 No party has relied on (and hereby waives all rights to make a claim in respect of) any representation, arrangement, understanding or agreement not expressly set out in these Terms and Conditions.

10.3 No variation of these Terms and Conditions shall be effective unless agreed in writing signed by or on behalf of the parties.

11. Notices

11.1 Any notice to be given by a party to another under these Terms and Conditions may be personally delivered, or sent by recorded delivery to the address of the other parties as set out in the heading to these Terms and Conditions, or as otherwise notified in writing or by transmission, with due transmission receipt, to a fax number or e-mail address notified in writing for the purpose.

11.2 Any personally delivered, faxed or e-mailed notice shall be deemed received on the day it was delivered or sent, if it was delivered or sent on a working week day before 5.00pm and otherwise on the next working week day.

12. Non-Waiver

12.1 No forbearance, delay or indulgence by any party in enforcing the provisions of these Terms and Conditions shall prejudice or restrict the rights of that party, nor shall any waiver of rights in respect of any breach of these Terms and Conditions operate as a waiver of any rights in respect of any other breach.

12.2 No right, power or remedy under these Terms and Conditions is exclusive of any other available right, power or remedy and each such right, power or remedy may be cumulative.

13. Severability

13.1 If any provision of these Terms and Conditions is or becomes to any extent invalid or unenforceable under any applicable law then the remainder of these Terms and Conditions shall continue in full force and effect.

13.2 If this happens then the parties shall negotiate in good faith to amend the provision concerned in such a way that, as amended, it is valid and enforceable and, to the maximum extent possible, meets the original intention of the parties.

14. Status of the member, Agency, Aartnership and Joint Venture

14.1 "Member" is a description reflecting the support provided by the member to IPNLF. However, the member is not a member of IPNLF for the purposes of company law.

14.2 The parties are neither partners nor joint ventures and these Terms and Conditions are not intended to, nor shall it create any agency partnership or joint venture.

14.3 The member shall not hold itself out as being entitled to represent or bind the member in any way.

15. No Assignment or Subcontracting

The member shall not assign, transfer, charge or deal in any other manner with these Terms and Conditions or any of its rights under it, nor subcontract any or all of its obligations under these Terms and Conditions, without the prior written consent of IPNLF.

16. Third Party Rights

These Terms and Conditions do not, and are not intended to provide any person who is not a party to these Terms and Conditions with anyrights under the Contracts (Rights of Third Parties) Act 1999 or otherwise.

17. Governing Law and Jurisdiction

These Terms and Conditions are governed by and shall be construed in accordance with the law of England and Wales and the parties irrevocable submit to the exclusive jurisdiction of the courts of England and Wales.

SCHEDULE 1

IPNLF supporting member logo

Use of IPNLF Logo

IPNLF members are allowed exclusive use of the IPNLF logo on the packaging of one-by-one tuna products, communications and marketing materials such as email signatures, their websites, social media platforms and printed documents. The IPNLF 'Supporting member Logo' should be used to communicate the relationship between a member organisation and IPNLF.

Requirements to use the IPNLF logo

- Valid IPNLF membership which includes signing up to the IPNLF's Code of Conduct (CoC) and endorsing IPNLF's 2025 Commitment, and

- All products carrying the IPNLF logo need to be featured on the Sourcing Transparency Platform (STP).

IPNLF's supporting member logo can only be used by legitimate IPNLF members that fit the requirements to use the IPNLF logo above. The IPNLF 'supporting member logo' should typically be used when communicating about the relationship between a member organisation and IPNLF (e.g. member's publications, online materials, product packaging).

Artwork Sign Off

All use of IPNLF Supporting member logos requires permission from IPNLF. Once permission for use of an IPNLF logo has been granted, the member organisation must submit artwork proofs to IPNLF before printing, publishing or displaying the logo.

Logo Elements

There are a few elements that feature in the various formats of the IPNLF logo, some of which must be used on any materials and some which are optional.

A - The IPNLF fish and line - **Compulsory**

B - The IPNLF acronym - **Compulsory**

C - The Supporting Member text - **Compulsory**

D - IPNLF's web address - **Optional**

The IPNLF supporting member logo can **only be used in two different colours: green (R:0, G: 99: B: 123) or white.**

Limits of Use

Please note:

- Use of either Logo does not imply (and must not be used to imply) any approval, endorsement or certification of a company, organisation, operations, product or sourcing policy by IPNLF.

- Use of either Logo does not imply (and must not be used to imply) that all products or practices of an organisation are one-by-one if/when they are not.

Further, if a member wishes to use the Supporting member Logo on product packaging:

- The product must **ONLY** contain tuna caught by one-by-one methods, specifically pole-and-line, handline, or troll - i.e. it must not be used on a product which may contain fish of mixed capture origin, or product that is not consistently one-by-one caught.

- The product must be fully traceable to a one-by-one fishery and should therefore be added on the IPNLF Sourcing Transparency Platform (**STP**).



SCHEDULE 2

IPNLF member Code of Conduct

The IPNLF member Code of Conduct sets out terms of conduct that IPNLF expects from all of the organisations that make up its membership base. Under the IPNLF 2025 Commitment, all existing IPNLF members will be required to sign this Code, as well as any new members who will sign as a precondition of membership.

This document is aligned with the IPNLF 2020-2025 Strategic Plan, and has been designed to promote the implementation of secure responsible harvests from internationally shared tuna resources, ethical business practices and full proactive support of regional and national fishery management measures.

The Code is a "living document" that will be updated as industry and regulatory standards evolve. This Code has also been designed in alignment with a variety of international guidelines and recommendations to ensure IPNLF members address the broader needs of responsible seafood on a global scale.

If members do not comply with this Code or other applicable laws, it will be addressed by IPNLF through disciplinary actions including a warning, revision of responsibilities, suspension, or dismissal as an IPNLF member depending on the severity of the non-compliance. Members should sign the Code with an understanding that blatant or repetitive non-compliances may result in the termination of membership, which would not waive their obligation to pay any outstanding IPNLF membership fees.



Registered address:

1 London Street, Reading, United Kingdom, RG1 4QW

Registered Charity:

1145586 (England and Wales)

Web: www.ipnlf.org

General inquires: info@ipnlf.org

About membership: membership@ipnlf.org

 @IPNLF

 @ipnlf

 International Pole and Line Foundation

 @international-pole-and-line-foundation

 International Pole & Line Foundation