



# Subscription and license Application Form

## What you need to now:

Subscription of GS1 Kenya and use of the GS1 System as well as GS1 Company Prefix is subject to the Terms and Conditions of the GS1 Kenya Subscription and Licence contract for the duration of the License contract. By applying for GS1 Kenya subscription and as a member, you will be deemed to have read, understood and accepted the Terms and Conditions.

## Company Information

Company Name	
Postal Address	
Physical Address	
Phone No. - Primary	Phone No. - Alternate
Email - Primary	Email - Alternate
Contact Person	
Director(s)	Telephone No

### Please attach copies of :

- Certificate of incorporation or Business Name
- Copy of I.D.
- Directors PIN No.
- Company`s PIN Certificate
- List of products to be barcoded
- UNBS licence
- Copy of Trading licence

## SECTORS and Sector Category

Please indicate by ticking the appropriate codes for Your Company:

CODE	
<input type="checkbox"/> <b>A</b>	<b>Manufacturer, Trading &amp; Financial Institutions</b>
<input type="checkbox"/> <b>B</b>	<b>Retailer</b>
<input type="checkbox"/> <b>A1</b>	Micro and SME Manufacturers
<input type="checkbox"/> <b>B1</b>	Kiosks
<input type="checkbox"/> <b>A2</b>	Large Manufacturers
<input type="checkbox"/> <b>B2</b>	Small, Medium supermarkets
<input type="checkbox"/> <b>A3</b>	Small, Medium and Large Traders
<input type="checkbox"/> <b>B3</b>	Large supermarkets (Over 5br)
<input type="checkbox"/> <b>A4</b>	Motor vehicle Assembly
<input type="checkbox"/> <b>B4</b>	Shopping Malls
<input type="checkbox"/> <b>A5</b>	Banking and Insurance
<input type="checkbox"/> <b>B5</b>	Others

## SECTORS and Sector Category

Please indicate by ticking the appropriate codes for Your Company:

CODE	
<input type="checkbox"/> <b>C</b>	<b>Academia</b>
<input type="checkbox"/> <b>D</b>	<b>Healthcare</b>
<input type="checkbox"/> <b>C1</b>	Printers and Publishers
<input type="checkbox"/> <b>D1</b>	Hospitals and Dispensaries
<input type="checkbox"/> <b>C2</b>	Schools and Colleges
<input type="checkbox"/> <b>D2</b>	Pharmcies and Chemists
<input type="checkbox"/> <b>C3</b>	Polytechnics and Universities
<input type="checkbox"/> <b>D3</b>	Pharmaceutical Manufacturing
<input type="checkbox"/> <b>C4</b>	e-Government
<input type="checkbox"/> <b>D4</b>	Funeral Homes
<input type="checkbox"/> <b>C5</b>	Inter-governments
<input type="checkbox"/> <b>D5</b>	Drugs and Forensic medicine

## SECTORS and Sector Category

Please indicate by ticking the appropriate codes for Your Company:

CODE	
<input type="checkbox"/> <b>E</b>	<b>Agribusiness</b>
<input type="checkbox"/> <b>F</b>	<b>Transport / Communication</b>
<input type="checkbox"/> <b>E1</b>	Small scale farmers
<input type="checkbox"/> <b>F1</b>	Rail Road
<input type="checkbox"/> <b>E2</b>	Large scale farmers
<input type="checkbox"/> <b>F2</b>	Road Transport
<input type="checkbox"/> <b>E3</b>	Farm equipment
<input type="checkbox"/> <b>F3</b>	Couriers and courier services
<input type="checkbox"/> <b>E4</b>	Wild life, agroforestry & tourism
<input type="checkbox"/> <b>F4</b>	Mobile telephone
<input type="checkbox"/> <b>E5</b>	Livestock, Dairy and Fisheries
<input type="checkbox"/> <b>F5</b>	Print and Electronic media

## SECTORS and Sector Category

<b>G</b>	<b>Supply Chain,warehousing &amp; construction</b>		<input type="checkbox"/>
G1	Counterfeit and Licensing		<input type="checkbox"/>
G2	Imports and Export traceability		<input type="checkbox"/>
G3	Warehousing		<input type="checkbox"/>
G4	Distribution and Logistics		<input type="checkbox"/>
G5	Construction Industry		<input type="checkbox"/>

What is Your major Business Activity?

SUBSCRIPTION FEES Categories		Licence fees(UGX)		Total(UGX) fees	Training person
		Quarterly payment	Once payment		
<b>A</b> Start ups and 3yrs running	Annual SKU 10,000 to 250,000 UNITS <b>Additional nuber in bundles of 10</b>	220,000.00 60,000.00	880,000 240,000.	880,000.00	2 person free
<b>B</b> In it 4 <sup>th</sup> Running year	Annual SKU 250,001 to 750,000 UNITS <b>Additional nuber in bundles of 100 and 4<sup>th</sup> year of operation for start ups</b>	555,000.00 60,000.00	2,400,000. 240,000.	2,400,000.00	3 person free
<b>C</b> Over 10 years running	Annual SKU 750,001 to 1,250,000 UNITS <b>Additional nuber in bundles of 1000</b>	1,500,000.00 60,000.00	6,000,000 240,000	6,000,000.00	4 person free
<b>D</b> Corporates and multinationals	Annual SKU above 1,250,000 UNITS <b>Additional nuber in bundles of 10,000</b>	3,000,000.00 60,000.00	12,000,000. 240,000.	12,000,000.00	6 person free

## Please Indicate No.of Employees

Number of Employees	<input type="text"/>
Years In operation	<input type="text"/>
Name of auditor where applicable	<input type="text"/>

### **Training:**

Please note that training is free is for the members listed depending on the category selected as listed in the table above and is valid for three months upon registration. Any other extra person will be charged 120,000 UGX

### **Barcode Generation / Origination:**

**Members:** - UGX. 10,000/= + VAT per barcode for 1-4 barcodes.  
- UGX. 4,000/= + VAT per barcode for 5 barcodes and above.

**Non members:** - UGX. 40,000/= + VAT per barcode

### **Barcode Verification:**

**Members:** - The above fees (UGX. 46,400/=) will entitle your organization up to 10 barcodes verified.  
- Only One (1) barcode - UGX. 40,000/= + VAT.

**Non members** - UGX. 40,000/= + VAT per barcode.

## Other Services

### **a) Access to GS1 global network**

This provides each member with a unique identification number correctly termed as Global Trade Item Numbers (GTINs)

### **b) Customer Care Desk.**

We have a dedicated team that responds to all of your needs and provides assistance when required. This service is free for all of our members. When you have a bar coding problem or simply need further help.

### **c) GS1 Kenya Magazine(Gateway)**

A quarterly publication distributed to all members that provide information about the use of the GS1 system locally and internationally, updates on supply chain issues, business practices, industry requirements and technology.

### **d) Barcode verification Service.**

In order to achieve and maintain bar code consistency and conformity to international standards, guidelines and specifications. Barcode Verification is mandatory for the bar codes on any new products and repackages. A verification report will be issued for all product verified.

### **e) Consultancy Service**

GSI Kenya provide extra assistance to achieve maximum results from the GS1 standards and systems within your organisation. Consultancy is available on a wide range of topics including supply chain management, logistics and integrated management systems among others.

### **f) Training, Seminars and Conferences.**

Workshops and seminars include barcoding and point of sale compliance, which is a foundation course in the GS1 system. It also covers the UCC system, allocation of GTINs to products and how to design and print technical reliable barcodes. A certificate is issued to participating individuals and companies.

### **g) Global Location Numbers (GLNs)**

GLNs are globally unique identifiers for electronic identification of sites and organisations. It is used to identify suppliers or products for tracing and tracking of products.

\*UCC – Uniform Code Council

\*GTIN – Global Trade Identification Number

I \_\_\_\_\_ hereby apply for subscription of GS1 Kenya and agree to adhere to the specifications and guidelines stipulated herein and GS1 regulations in totality, and to pay the appropriate annual subscription fees within 30 days of upon receipt of an invoice.

**Personal Data:**

**I further consent to my personal data being processed by GS1 Kenya for the purpose of the application and membership and understand that GS1 Kenya may from time to time send me information regarding trainings, notable developments and events organised by GS1 Kenya regarding the GS1 standards.**

Full name(Director/Company Official)

Position

Signature

Date

Tel No.

How did you get to know about GS1 Kenya?

1) Word of mouth.....
2) Media(Print/Broadcast,Facebook,Twitter,Instagram.....
3) Internet/google search .....
4) Referred by existing GS1 member(Indicate name of member).....
5) Others .....

**Official use**

---

Application Registered by

Nature of Business

Category Recommended

Finance Manager Approval

Technical Manager Approval

GS1 Code No allocation

CEO Approval

For certificate issuing

CC Manager Certificate issuing

Date of issue...

# GS1 KENYA LICENSE TERMS AND CONDITIONS

## 1. GRANT OF LICENSE

GS1 Kenya (hereon known as GS1) grants you a non-exclusive non-transferable License to use the GS1 numbers and Bar codes in connection with the supply and sale of Your Products.

## 2. TERM

The License and these terms and conditions come into effect for You on the date on which GS1 notifies You of its acceptance of Your Registration Form and continues until terminated as provided in clause 11.

## 3. FEES

- 3.1. You must pay the License Fee to GS1 annually within 30 days of the date of GS1's invoice.
- 3.2. GS1 may, from time to time, increase the License Fee as per the Subscription Charter by giving you at least 30 day's written notice.
- 3.3. Where products bearing GS1 Numbers issued to you are already in the marketplace at the time the License is terminated, notwithstanding such termination you will remain liable for a fee equivalent to the then current License Fee for the period that you will continue to distribute those Products.
- 3.4. You must pay an administration fee for any overdue amount calculated at the rate of 10% per annum.

## 4. VAT AND OTHER TAXES

- 4.1. All amounts payable under this License are inclusive of VAT.
- 4.2. GS1 will issue a tax invoice to you for the License Fee.
- 4.3. You must pay all the taxes imposed in Kenya in respect to Uganda laws.

## 5. YOUR CONDUCT

- 5.1. You must:
  - a. not at any time during the term of the License or after its termination, do or omit to do anything whereby GS1's goodwill, trade or business may be prejudicially affected or brought into disrepute.
  - b. Comply with the technical standards set out in the GS1 manuals/guidelines and such other directions as GS1 may give from time to time.

## 6. USE OF GS1 NUMBERS, BAR CODES AND OTHER INTELLECTUAL PROPERTY:

- 6.1. You:
  - a. may use only the GS1 Numbers issued to you by GS1;
  - b. must not use any numbers issued by GS1 to any other person;
  - c. must not use any numbers that copy the GS1 numbering system
  - d. must only use the GS1 numbers issued to you in connection with the manufacture, sale and identification of your Products;
  - e. must not alter the GS1 Numbers licensed to you in any way;
  - f. recognize GS1's title to the GS1 Numbers and related intellectual property and must not at any time do or allow to be done any act or thing which may in any way impair GS1's rights in regard to GS1 Numbers or related intellectual property
  - g. must not permit anyone else to use or display the GS1 Numbers issued to you;
  - h. Must ensure that the products bear all proprietary notices that GS1 may require from time to time.

## 7. INDEMNITY

You agree to indemnify GS1 against all claims, suits, losses, damages or costs suffered or incurred by GS1 as a result of your conduct, Your use of the GS1 Numbers and any breach of these terms and conditions by You (except to the extent caused by GS1's negligence or willful misconduct).

## 8. LIMITATION OF LIABILITY

- 8.1. To the maximum extent permitted by law:

- a. all terms, conditions and warranties which would otherwise be implied into contract are excluded; and
  - b. Where any implied term may not be excluded, GS1 limits the liability for breach of that term to the resupply or payment of the cost of resupply of the relevant services.
- 8.2. To the full extent permitted by law, GS1 excludes all liability (whether arising in negligence, breach of contract or breach of any law) in connection with this license for any indirect or consequential loss or damage, including lost profits and revenue.
  - 8.3. To the full extent permitted by law, GS1's total liability to you for loss or damage if any kind arising out of this License which is not excluded by clause 8.2 is limited, for any and all claims, to the total License Fees paid during the 12 month period prior to the relevant liability accruing.

## 9. PRIVACY, PROCESSING OF INFORMATION AND SECURITY.

- 9.1.1. A Member's privacy is very important to GS1 Kenya and therefore we will use reasonable efforts to ensure that any information, including personal information, provided by the Member, or which is collected from the Member, is stored in a secure manner. Read our privacy policy on [www.gs1kenya.org](http://www.gs1kenya.org).
- 9.1.2. The Member agrees to give (where applicable) honest, accurate and current information about the Member to GS1 Kenya and to maintain and update such information.
- 9.1.3. The information collected may include the following: information collected from "cookies" (as more fully explained below); information collected when members by submitting any information to GS1 Kenya in any form and/or requesting licencship of the GS1 System the Member further acknowledges that such conduct constitutes an unconditional, specific and voluntary consent to the processing of such information by GS1 Kenya under any applicable law.
- 9.1.4. Which consent shall, in the absence of any reasonable written objection received from the Member, be indefinite and/or for the period required in terms of any applicable law.
- 9.1.5. Unless a Member has consented, GS1 Kenya will not sell, exchange, transfer, rent or otherwise make available any personal information about the Member (such as name, address, email address, telephone number) to third parties.
- 9.1.6. GS1 Kenya may disclose personal information in response to a specific request by a law enforcement agency, subpoena, court order, or as otherwise required by law.
- 9.1.7. GS1 Kenya uses industry standard secure socket layer encryption technology to protect Members personal or business information details as the data travels over the Internet. However, there is no 100% secure transmission of data on the Internet given the current state of Internet technology. Therefore, GS1 Kenya cannot guarantee the absolute security of any information transmitted and each Member hereby indemnifies GS1 Kenya in respect of all losses suffered by such Member because of a security breach when such information is transmitted.
- 9.1.8. You acknowledge that, whilst individuals may unsubscribe from certain communications, one (1) individual must be nominated at all times to receive communications from GS1 in relation to Your subscription membership (including, without limitation, GS1's newsletter to subscriber members).
- 9.1.9. To the extent necessary to perform Your obligations under this Subscription Agreement and on a 'need-to-know' basis only; if GS1 Kenya authorises it in writing;

or as required by law.

#### 10. PRIVACY AND CONFIDENTIALITY

- 10.1. You must always keep confidential and secure, and not use or disclose any information of GS1's that is identified as or would reasonably be expected to be, proprietary, confidential or commercially sensitive except as permitted by this License. You must only disclose that information:
- to the extent necessary to perform Your obligations under the License and on a "need-to-know" basis only;
  - if GS1 authorizes it in writing ; or
  - As required by law.

#### 11. TERMINATION

- 11.1 GS1 may terminate the License immediately by giving notice if:
- You fail to pay the License Fee by due date stipulated or;
  - You commit a breach of Your obligations under these terms and conditions;
  - You are declared bankrupt, go into liquidation, have a receiver or other controller appointed, or (being a company) are wound up otherwise than for the purpose of a reconstruction; or
  - GS1 ceases to hold the necessary License rights to issue GS1 Numbers in Uganda.
- 11.2 Either GS1 or You may terminate this License in any other circumstances by giving one month's written notice to the other party.
- 11.3 Termination of this License does not relieve either GS1 or You from liability arising from any prior breach of the terms of the License.

#### 12. CONSEQUENCES OF TERMINATION

- 12.1. On termination of this License, Your rights under this License terminate and you must:
- immediately cease applying the GS1 Numbers and Bar codes to any of Your Products manufactured or sold by You after the termination date; and
  - within 7 days, pay to GS1 all amounts due to GS1 under this License at the termination date
- 12.2. You are not entitled to any rebate or refund of the License Fee or any other fees or charges paid under the license, unless this License expressly states otherwise.
- 12.3. The termination or expiry of this License does not affect those provisions which by their nature survive termination, including clause 8, 9 and 10.

#### 13. NOTICES

- 13.1. All notices and other communications in connection with this License:
- must be in writing; and
  - take effect from the time they are received unless a later time is specified.
- 13.2. If sent by registered post, notices and other communications are taken to be received the day after posting (or seven days after posting if sent to or from a place outside Uganda).
- 13.3. If sent by facsimile, notices and other communications are taken to be received at the time shown in the facsimile transmission report at the time that the whole facsimile was sent.
- 13.4. Notices for You will be sent to the address specified on Your Registration Form (or such other address as you may notify GS1 of from time to time). Notices for GS1 must be sent to the Chief Executive Officer of GS1 at GS1's address as notified to you from time to time.

#### 14. GENERAL PROVISIONS

- 14.1. This License and Registration Form constitute the entire agreement of the parties about its subject matter and supersedes all previous agreements, understanding and negotiations on that subject matter.
- 14.2. This License is governed by the laws in force in Uganda. Each party submits to the non - exclusive jurisdiction of the courts of Uganda.
- 14.3. A provision of this License or a right created under it may not be waived except in writing, signed by the party giving the waiver.

- 14.4. GS1 may vary these terms and conditions at any time by written notice to you. Any such variations notified by GS1 takes effect immediately (unless a later date is specified in the notice).

- 14.5. You must not assign, transfer or sublicense your rights or obligations under this License.

15. GS1 is a subscribing member of the Credit Reference Bureau (CRB) and by Your application for subscription of GS1 You agree that GS1 will:
- Obtain from time to time status reports from CRB.
  - Report any instances to CRB of cheques dishonored, breaches or other defaults relating to the terms and conditions of subscription including the License agreement.
  - Report to CRB and retailers generally all cancellations of subscription and bar codes allocated to You.

#### 16. DEFINITIONS.

These means GS1 terms apply to this License unless the contrary intention appears:

"GS1" means GS1 Kenya Limited, a company limited by shares

"GS1 Numbers" means GS1 UCC System identification numbers that are issued to You by GS1 in accordance with the License.

"Barcodes" means GS1.UCC System data carriers designed to carry the GS1 Numbers and other attribute information.

"VAT" means Value Added Tax as imposed by the Uganda Revenue Authority.

"License" means the License granted by GS1 to you to use the GS1 Numbers.

"License fee" means the fee payable annually by You to GS1 specified in the Registration Form (as varied from time to time according to clause 3.2.).

"Products" means the goods or services manufactured distributed and/or sold by you.

"Registration Form" means the GS1 registration form whereby persons apply to become subscribers to GS1 and for the issue of GS1 Numbers.

"Trade Marks" means the trademarks associated with GS1 and or the GS1 numbering system.

"You" means the person, Company, corporation or other legal entity that has signed the Registration Form applying for subscription of GS1 and the issue of GS1 Numbers. "Your" has a corresponding meaning.

#### Annexure 3.

Scale of License fees, Other Costs/Fees, Annual Subscriptions:

**Part 1:** Sets out the scale of the entrance (License) and registration fee payable when you join. Thereafter you are only required to pay the subscription on an annual basis on the 1<sup>st</sup> Month of each year - January.

To enable us to establish the rate of the Annual Subscription payable by you please ask your Auditors to complete the attached statement and send it to us.

**Part 2:** Sets out the costs /Fees charged by us where you ask us to carry out Projects & Consultancies on Your behalf.

**Part 3:** Sets out the costs /Fees charged by us where you ask us to carry out bar code verification on your behalf.

**Part 4:** Sets out the costs /Fees charged by us where you ask us to carry out training on your behalf in respect to your staff.

#### Notes:

- We will only issue your certificate of subscription of GS1 Kenya and the bar codes you require once you have paid your entrance (registration) fee, Annual subscription and sent us the statement by Your Auditors.

- All subscriptions are payable within 30 (thirty) days of the date of issue on the renewal (invoice).

#### NOTICE

Failure to pay may lead to us cancelling your subscription and withdrawing your allocated bar codes.



I/We \_\_\_\_\_ holding the position \_\_\_\_\_ and Conditions of the GS1 Kenya a Licence Agreement as set out  
of \_\_\_\_\_ at \_\_\_\_\_ in GS1 Kenya license Terms and Conditions.  
on this date \_\_\_\_\_ agree to abide by the Terms

I/We Declare that the information provided in this  
form is true & correct

*Company Stamp*

\_\_\_\_\_  
(Signature and Date)

**CONNECT WITH US**

