



# Application Form for GS1 Thailand Member

GLN Number.....(Officer only)

Date..... Month.....Year.....

Member Name.....

• Address

Office Address

No..... Moo..... Soi..... Building/Village.....  
Road ..... Sub-district..... District .....  
Province..... Area code..... Telephone No.....  
Fax No..... E-mail..... Web site.....

Tax Address (Tax ID.....)  Same office Address

Head Office  Branch.....

No..... Moo..... Soi..... Building/Village.....  
Road ..... Sub-district..... District .....  
Province..... Area code..... Telephone No.....  
Fax No..... E-mail.....

Mailing Address  Same office Address

No..... Moo..... Soi..... Building/Village.....  
Road ..... Sub-district..... District .....  
Province..... Area code..... Telephone No.....

• Contacted Person

1<sup>st</sup> Authorizer..... Position.....  
Phone..... Ext..... Fax..... E-mail.....

2<sup>nd</sup> Authorizer..... Position.....  
Phone..... Ext..... Fax..... E-mail.....

Coordinated Person..... Position.....  
Phone..... Ext..... Fax..... E-mail.....



● **Financial Data**

Authorized capital of the company / partnership in the amount of.....THB

Revenue of previous year (from statement Income Before Expenses) is.....THB

- |  |                                  |                                 |
|--|----------------------------------|---------------------------------|
| <input type="checkbox"/> Income Less than 5 million      | Membership rate 1,500 Baht/Year  | } Ignore the registration fee   |
| <input type="checkbox"/> Income Less than 5 million      | Membership rate 3,000 Baht/Year  |                                 |
| <input type="checkbox"/> Income Between 5 - 50 million   | Membership rate 8,000 Baht/Year  | ( Registration Fee 7,000 Baht ) |
| <input type="checkbox"/> Income Between 50 - 100 million | Membership rate 10,000 Baht/Year | ( Registration Fee 7,000 Baht ) |
| <input type="checkbox"/> Income More than 100 million    | Membership rate 12,000 Baht/Year | ( Registration Fee 7,000 Baht ) |

**\* This membership rate includes basic barcode training courses. \***

I am willing to apply for a GS1 membership, the Federation of Thai Industries, by consent to pay the fee according to the GS1's regulations together with presenting profit and loss statement every year. In case of no show statement, I consent to pay the membership fee in the highest rate at 12,000 baht

- Do you need to use these GS1 barcode numbers to identify medical devices for UDI purposes?

If yes, please specify the country to market.

- Yes, the U.S. market
- Yes, other countries. Please specify:.....
- No

● **Type of Business**

- Manufacturer  Distributor  Modern Trade  Wholesaler  Exporter  OTOP

**Product category.....Amount of product (approximately).....Item**

- Main Product 1. ....Product's logo/ Brand name .....
2. ....Product's logo/ Brand name.....
3. ....Product's logo/ Brand name.....

- Place.....

● **Other Detail**

- Not a member of the Federation of Thai Industries  Be a member of the Federation of Thai Industries, Provincial
- Be a member of the Federation of Thai Industries Chapter Number.....
- Number.....  Be a member of Industries group.....

Where do you hear GS1 Thailand from?.....

## Licensing Agreement

This contract is made by and between:

The Federation of Thai Industries located at 8th Floor Creative Technology Bldg. (UTK) 2nd Nang Linchi Road, Thung Maha Mek, Sathon, Bangkok 10120 Thailand (hereinafter referred to as "Licensor") and

Name (person, company, organization) .....

Office Address:.....

(hereinafter referred to as "Licensee")

### WHEREAS:

(1) The Federation of Thai Industries is a member of GS1 whose office is located in Brussels (Belgium), which is an organization aims to develop and own a system for communication and identification of products and services. Its system can be implemented worldwide in various industries. It is a business-oriented standard recognized internationally.

As the member of GS1, the Federation of Thai Industries has rights to use and protect trademark(s) of GS1 and has the exclusive right in Thailand from GS1 to grant the right to use system(s) and/or mark(s) of GS1 to licensees in trades and industries in Thailand.

The Federation of Thai Industries has established GS1 Thailand as institution to administrate the use of system (s) and/or mark(s) of GS1 by licensees and to coordinate with its members.

(2) The Licensee wishes to apply for the use of GS1 system(s) and/or mark(s) on its products and/or service.

### THE PARTIES HEREBY AGREE AS FOLLOWS:

1. Licensee agrees to apply for the right from the Federation of Thai Industries and the Federation of Thai Industries agrees to grant Licensee the right to use GS1 system(s) and/or mark(s) as described below, for Licensee's products, services or packages

- Bar code EAN 8 digits, 13 digits, and 14 digits
  - Other GS1 systems and/or marks, which may be additionally agreed
- (hereinafter referred to collectively as "Marks")

The Federation of Thai Industries will set the barcode membership code for each licensee. Licensees shall have no right to set up its own code.

Licensee shall have the right to use Marks only for Licensee's own products and services.

2. In consideration of the right to use Marks as indicated in clause 1 above, Licensee shall apply for membership from GS1 Thailand, under the supervision of the Federation of Thai Industries and shall pay to the Federation of Thai Industries the followings;

2.1 Registration fee at the rate determined by the Federation of Thai Industries, to be paid once on the date the membership commences.

2.2 Annual fee at the rate prescribed by the Federation of Thai Industries, dependant on the size of the enterprise and the amounts of Marks Licensee requires. Licensee shall pay annual fee for the first year at the time of payment of registration fee. Annual fee for the following years shall be paid on each anniversary of the membership year.

Started on April 08, 2021, revision 12.



The Federation of Thai Industries has the right to adjust annual fee as it deems appropriate by issuing GS1 Thailand announcement not less than 30 days in advance, which will be binding on Licensee as part of this Agreement.

3. Licensee has obligation towards the Federation of Thai Industries as the followings;

3.1 To help promote widespread use of GS1 system(s) and/or marks among business partners and consumers in general and not to join or promote the use of other business related systems/marks of the same or similar character.

3.2 To strictly comply with GS1 system (s)/marks; rules; and guidelines established by the Federation of Thai Industries.

The Federation of Thai Industries has the right to establish rules and guidelines in the form of GS1 Thailand announcement, which is deemed binding on Licensee as part of this Agreement.

4. Licensee is responsible for payment of annual fee to the Federation of Thai Industries throughout the license period under this Agreement.

In the event Licensee wishes to discontinue use of Marks, Licensee shall notify the Federation of Thai Industries in writing of the discontinuation. Contractual rights and obligations of the Parties are henceforth as the followings;

4.1 Licensee's right to use Marks is immediately terminated and it is deemed that Licensee has already returned barcode membership code to the Federation of Thai Industries.

The Federation of Thai Industries is entitled to grant other licensee the use of such barcode membership code for other licensee's products, services, and packages.

4.2 Licensee shall immediately cease the use of Marks and barcode membership code on Licensee's business, products, services and packages in whatsoever manner. Licensee must erase or cross out Marks from products, services and packages that used to bear Marks of Licensee; and withdraw them from market within 3 months from the date the right to use Marks is terminated.

4.3 Licensee does not have to pay annual membership fee for the following year after the date Licensee notifies the Federation of Thai Industries of the discontinuation of Marks usage. Licensee still has to pay the outstanding annual membership fee payable before the date Licensee notifies the Federation of Thai Industries of the discontinuation.

5. Right conferred to Licensee by this Agreement is non-transferable. Licensee cannot transfer any right without the permission of GS1 Thailand.

6. In the event Licensee delays in the payment of annual membership fee or any payment(s) to the Federation of Thai Industries, Licensee must pay annual interest at the rate of 15% of the outstanding amount to the Federation of Thai Industries until the payment is paid in full. Should the Federation of Thai Industries incur any expenses in the claim or lawsuit to demand the late payment, the Federation of Thai Industries is entitled to be compensated by the Licensee of any costs, fees, and lawyer fee incurred.

The Federation of Thai Industries can also additionally fine the Licensee who fails to punctually pay annual service fee as the following rates:

- Payment outstanding for over 6 months shall inflict fine at the rate of 50% of the overdue amount of all annual service fee.
- Payment outstanding for over 1 year shall inflict fine at the rate of 100% of the overdue amount of all annual service fee.
- Payment outstanding for over 2 years shall inflict fine at the rate of 200% of the overdue amount of all annual service fee.
- Payment outstanding for over 3 years shall inflict fine at the rate of 300% of the overdue amount of all annual service fee.

7. In the event Licensee breaches any clause; fails to comply with rules and guidelines of the Federation of Thai Industries; violates or infringes any right of the Federation of Thai Industries and systems and/or marks of GS1; or fails to make any payment and the Federation of Thai Industries has served written notice to the Licensee demanding compliance within a period of time indicated in the notice, if the Licensee neglects such demand and fails to rectify its action, the Federation of Thai Industries can terminate this Agreement and withdraw the right to use Marks and barcode membership code upon expiration of the time period indicated in the notice.

In the event of termination under this clause, clause 4.1 to clause 4.3 of this Agreement shall apply.

8. Licensee is aware of the importance of GS1 systems and/or marks, rules and guidelines of the Federation of Thai Industries which are significant standards, instruments, and trade orders that enable licensees, products and services merchants, and consumers both domestic and international to do business with ease, benefiting all relevant parties economically.

Licensee shall not imitate, infringe or violate GS1 system and/or marks, rules and guidelines of the Federation of Thai Industries. In the event of imitation, infringement or violation, the Licensee agrees to be responsible for any damages caused to the Federation of Thai Industries and GS1 Thailand. The Federation of Thai Industries has all necessities to precede both civil and criminal legal action against the violator.

IN WITNESS WHEREOF, Licensee has read and understood this Agreement thoroughly, the Parties hereto have signed by their respective duly authorized signature and affixed a seal (if applicable) and executed this Agreement as of the date set forth below

<p style="text-align: center;"><b>For the applicant for membership of GS1 Thailand</b></p> <p style="text-align: center;"><b>Authorized signature/ Seal company (if applicable)</b></p> <p>Signed.....          (.....)</p> <p>Position.....</p> <p>Date.....Month.....Year.....</p>	<p style="text-align: center;"><b>For GS1 Thailand officer</b></p> <p style="text-align: center;">Date.....Month.....Year.....</p>
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 Tel. +662345-1200 E-mail : info@gs1thailand.org Home Page <http://www.gs1thailand.org>

### **Section 1 : Rules of Membership**

(1) Member who applies for membership type of 1,500 Baht and 3,000 Baht must be an entrepreneur registering not over 1 year, an authorized capital less than or equal to 5 million Baht OR registering more than 1 year, an income before expenses less than or equal to 5 million Baht.

(2) The member will receive registered numbers based on a particular type of structure as approved by GS1 Thailand as follows:

2.1 A membership 1,500 Baht/year will get 9 codes. In case the next year income before expenses is **more than 5 million Baht**. We will modulate the annual membership fee higher with the **specified rate\***.

Member remains the same structure 9 codes of initial registration.

2.2 A membership 3,000 Baht/year will get 99 codes. In case the next year income before expenses is **more than 5 million Baht**. We will modulate the annual membership fee higher with the **specified rate\***.

Member remains the same structure 99 codes of initial registration.

(3) If the member under 2.1 and 2.2 wishes to apply more barcodes:

3.1 In case the income before expenses is **more than 5 million Baht**.

The member must apply for 9999 codes and pay an entrance fee at 7,000 Baht and the annual membership fee at the **specified rate\***. (considered from the income before expenses)

3.2 If the member who registers to 9 codes (1,500 Baht/year) for the initial registration and has the income before expenses less than or equal to 5 million Baht requests the additional numbers, the member can apply for 99 codes. In case of asking for 9999 codes, the member will have to pay the entrance fee at 7,000 Baht and the annual membership fee at the **specified rate\***. (cannot apply for 9 codes in the second structure)

3.3 If the member who registers to 99 codes (3,000 Baht/year) for the initial registration and has the income before expenses less than or equal to 5 million Baht requests the additional numbers, the member can apply for 99 codes. In case of asking for 9999 codes, the member will have to pay the entrance fee at 7,000 Baht and the annual membership fee at the **specified rate\***.

(4) A collection of next year annual membership fee for 9999 codes is based on the ~~income before~~ expenses of the member.

(5) In case the member does not wish to continue using the GS1 Standard Barcode. The member must write an advanced cancellation notice to GS1 Thailand by registered mail or e-mail before **30th June of that year**. If it is overdue, the member will have to pay the membership fee for that year.

(6) The member is willing to follow the rules and regulations of GS1 Thailand in all aspects and the member has no right to sell the number(s) to others whether it has a compensation or not. The transfer case must be complied with the rules and regulations of GS1 Thailand.

(7) The member allows GS1 Thailand to reserve the right to change or add any rules or regulations as GS1 Thailand deems appropriate. The rules and regulations will take effect immediately once the member has been approved as the GS1 Thailand member.

(8) The member will cooperate with GS1 Thailand to update information and fill in the details requested by GS1 Thailand, also carefully read and understand the rules and regulations as well as agree to comply with all aspects.

#### **\* Specified rate**

**(Considered from the income before expenses.)**

Income over 5 million Baht - 50 million Baht, the rate is 8,000 Baht

Income over 50 million Baht - 100 million Baht, the rate is 10,000 Baht.

Income over 100 million Baht, the rate is 12,000 Baht.

### Section 2 : GTIN used for unique identification of medical devices (“Unique Device Identifiers” or “UDI”)

- (1) The member understands that GS1 Thailand is a member of the global GS1 organisation (“**GS1 Global Office**”), which has been accredited by certain regulatory agencies as an issuer of UDIs and, in that capacity, both are subject to certain regulatory obligations (e.g. reporting of companies that use the GS1 standards for unique identification of medical devices).
- (2) The member understands that when it uses GTIN to identify a product that may be characterised as a medical device under the laws of the country where such product is marketed (a “**Medical Device**”), the following rules shall apply:
  - 2.1. Upon applying for a license, the member must inform GS1 Thailand if a GTIN will be used to identify a Medical Device and in which country the related product will be marketed;
  - 2.2. The member is and shall at all times remain responsible for the information about the Medical Device provided by it to GS1 Thailand and for compliance with any applicable regulatory obligations and shall ensure any information provided to GS1 Thailand is accurate and up to date at all times;
  - 2.3. GS1 Thailand may monitor correct implementation of the GS1 Standards by the member;
  - 2.4. In case GS1 Thailand identifies a Deficiency (as defined in section 3 below), GS1 Thailand may inform the member in writing (addressed to the member’s usual contact person) of such Deficiency, suggesting a way to correct the Deficiency and requiring the member to correct such Deficiency within 90 calendar days from the date of the notification (the “**Correction Period**”).
  - 2.5. GS1 Thailand may monitor whether the member has corrected a Deficiency within the Correction Period. Failing such correction, at the latest eight (8) calendar days after expiry of the Correction Period, GS1 Thailand may contact the member again and seek to amicably resolve the Deficiency.
  - 2.6. If the Deficiency is not corrected within an additional period of 90 days from the expiry of the Correction Period and pertains to a repeated and/or deliberate misuse of the GS1 Standards related to UDI, GS1 Global Office, working with the GS1 Thailand, may inform the regulator and modify the use (incl. suspension and revocation) of the GS1 Company Prefix for UDI implementation in the relevant jurisdiction, as a follow-up action taken in cooperation with the relevant regulator.
  - 2.7. The member acknowledges and agrees that GS1 Thailand must, in the context of its regulatory obligations, share certain information with the relevant regulators either directly or via GS1 Global Office, including without limitation: the fact that the member uses the GTIN to identify Medical Devices marketed in the regulator’s country, the GTIN, the name of the member’s company, as well as any identified and uncorrected Deficiencies. The member understands that neither GS1 Thailand nor GS1 Global Office may be held liable for any direct or indirect consequences, losses or damages resulting of GS1 Thailand and/or GS1 Global Office providing such information to a regulator.
- (3) For the purpose of this section, a “**Deficiency**” means any of the following: a misconstruction of the identifier, a mismatch between the name of the company holding the license for the GS1 Key and the company using the GS1 Key or any other inaccurate, incomplete or outdated information



## Rules and Regulations of GS1 Thailand Membership

Signature \_\_\_\_\_ Authorized person/company seal (if applicable)

( \_\_\_\_\_ ) (Elaborate handwriting)

Position \_\_\_\_\_

Date \_\_\_ Month \_\_\_\_\_ Year \_\_\_\_\_

(Effective April 8, 2021)