



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

## Company Information

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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/business name | *List of products to be barcoded     |
| *Copy of I.D.                               | *Copy of Trading licence             |
| *Directors PIN No.                          | Copy of KEBS Certificate             |
| *Company`s PIN Certificate                  | *Copy of Bank cheque or Utility Bill |
| *CR12                                       |                                      |

## SECTORS and Sector Category

Please indicate by ticking the appropriate codes for Your Company:

CODE

|          |   |
|----------|---|
| <b>A</b> | <b>Manufacturer, Trading &amp; Financial Institutions</b> |
|----------|---|

|           |                             |
|-----------|-----------------------------|
| <b>A1</b> | Micro and SME Manufacturers |
|-----------|-----------------------------|

|           |                     |
|-----------|---------------------|
| <b>A2</b> | Large Manufacturers |
|-----------|---------------------|

|           |                                 |
|-----------|---------------------------------|
| <b>A3</b> | Small, Medium and Large Traders |
|-----------|---------------------------------|

|           |                        |
|-----------|------------------------|
| <b>A4</b> | Motor vehicle Assembly |
|-----------|------------------------|

|           |                       |
|-----------|-----------------------|
| <b>A5</b> | Banking and Insurance |
|-----------|-----------------------|

CODE

|          |                 |
|----------|-----------------|
| <b>B</b> | <b>Retailer</b> |
|----------|-----------------|

|           |
|-----------|
| <b>B1</b> |
|-----------|

Kiosks

|           |                            |
|-----------|----------------------------|
| <b>B2</b> | Small, Medium supermarkets |
|-----------|----------------------------|

|           |                               |
|-----------|-------------------------------|
| <b>B3</b> | Large supermarkets (Over 5br) |
|-----------|-------------------------------|

|           |
|-----------|
| <b>B4</b> |
|-----------|

Shopping Malls

|           |
|-----------|
| <b>B5</b> |
|-----------|

Others

## SECTORS and Sector Category

Please indicate by ticking the appropriate codes for Your Company:

CODE

|          |                 |
|----------|-----------------|
| <b>C</b> | <b>Academia</b> |
|----------|-----------------|

|           |   |
|-----------|---|
| <b>C1</b> | Printers and Publishers<br>Dispensaries |
|-----------|---|

Hospitals and

|           |
|-----------|
| <b>D1</b> |
|-----------|

|           |                      |
|-----------|----------------------|
| <b>C2</b> | Schools and Colleges |
|-----------|----------------------|

Pharmcies and Chemists

|           |
|-----------|
| <b>D2</b> |
|-----------|

|           |
|-----------|
| <b>D3</b> |
|-----------|

|           |  |
|-----------|--|
| <b>C3</b> | Polytechnics and Universities<br>Manufacturing |
|-----------|--|

Pharmaceutical

|           |
|-----------|
| <b>D4</b> |
|-----------|

|           |
|-----------|
| <b>D5</b> |
|-----------|

☐ e-Government

Funeral Homes

☐ Inter-governments

Drugs and Forensic medicine

## SECTORS and Sector Category

Please indicate by ticking the appropriate codes for Your Company:

CODE

☐ **Agribusiness**

CODE

☐ **Transport / Communication**

☐ Small scale farmers

Rail Road

☐

☐ Large scale farmers

Road Transport

☐

☐ Farm equipment

Couriers and courier services

☐

☐

☐ Wild life, agroforestry & tourism  
telephone

Mobile

☐

☐ Livestock, Dairy and Fisheries

Print and Electronic media

## SECTORS and Sector Category

CODE

☐ **Supply Chain, warehousing & construction**

☐ Counterfeit and Licensing

☐

☐ Imports and Export traceability

☐

☐ Warehousing

☐

☐ Distribution and Logistics

☐

☐ Construction Industry

What is Your major Business Activity?

## Please Indicate No.of Employees

---

Number of Employees

Years In operation

Name of auditor where  
applicable

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

- Members:**
- Kshs. 250/= + VAT per barcode for 1-4 barcodes.
  - Kshs. 100/= + VAT per barcode for 5 barcodes and above. **Non**
- members:** - Kshs. 1000/= + VAT per barcode

### **Barcode Verification:**

- Members:**
- The above fees (Kshs.1,160/=) will entitle your organization up to 10 barcodes verified.
  - Only One (1) barcode - Ksh.1000/= + VAT.
- Non members** - Ksh.1,000/= + VAT per barcode.

**All cheques should be made out to GS1 Uganda/MPESA**

**NO CASH PAYMENT WILL BE ACCEPTED**

## Other Services

system locally and internationally, updates on supply chain issues, business practices, industry requirements and technology.

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- a) Access to GS1 global network** This provides each member with a unique identification number correctly termed asGlobal 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 Uganda Magazine(Gateway)**

A quarterly publication distributed to all members that provide information about the use of the GS1

- 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**

GS1 Uganda 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. g) Global Location Numbers (GLNs)**

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.

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 membership of GS1 Uganda and agree to adhere to the specifications and guidelines, abide by the Memorandum and Articles of GS1 Uganda (in particular articles 3.7 and 3.8) ( refer to our website) and to pay the appropriate annual subscription fees as per my annual turnover due after every 12 months.

Full name(Director/Company Official)

Position

Signature

Date

Tel No.

How did you get to know about GS1 Uganda?

- 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**

Nature of Business

Category Recommended

Membership No.

Date of issue

Application Registered by

Name:

Sign

Amount entered by

Invoice Number

Receipt Number

Amount

Name:

GS1 code No allocation

Technical manager Approval

Finance Manager Approval

General Manager Approval For Certificate Issuing

CC Manager Certificate Issuing

Name & Signature

Date of Documents Issue

## APPENDIX

### Membership Fees

| SUBSCRIPTION FEES | Licence fees in Ksh |              | Total annual | Training | Number | Cloud    |
|-------------------|---------------------|--------------|--------------|----------|--------|----------|
|                   | quarterly payment   | Once payment | fees         | person   | Banks  | Hostings |
| Categories        |                     |              |              |          |        |          |

|                                      |   |                              |                               |                   |                  |     |   |
|--------------------------------------|---|------------------------------|-------------------------------|-------------------|------------------|-----|---|
| Start ups<br>and 3 yrs<br>running    | Annual SKU 10,000 to 250,000 UNITS<br><b>additional number in bundles of 10</b>   | 5,550.00<br><i>1,500.00</i>  | 22,200.00<br><i>6,000.00</i>  | <b>22,200.00</b>  | 2 person<br>free | 10  | upto 2 SKU free<br><b>Ksh500/SKU</b><br>500.00  |
| in its 4th<br>running<br>year        | Annual SKU 250,001 to 750,000 UNITS<br><b>additional number in bundles of 10</b><br>and 4th year of operation for start ups | 15,500.00<br><i>1,500.00</i> | 62,000.00<br><i>6,000.00</i>  | <b>62,000.00</b>  | 3 person<br>free | 50  | upto 5 SKU free<br><b>Ksh250/SKU</b><br>250.00  |
| Over 10<br>years<br>running          | Annual SKU 750,001 to 1,250,000 UNITS<br><b>additional number in bundles of 10</b>  | 38,500.00<br><i>1,500.00</i> | 154,000.00<br><i>6,000.00</i> | <b>154,000.00</b> | 4 person<br>free | 100 | upto 10 SKU free<br><b>Ksh150/SKU</b><br>150.00 |
| corporates<br>and multi<br>nationals | Annual SKU above 1,250,000 UNITS<br><b>additional number in bundles of 10</b>   | 75,000.00<br><i>1,500.00</i> | 300,000.00<br><i>6,000.00</i> | <b>300,000.00</b> | 6 person<br>free | 120 | upto 15 SKU free<br><b>Ksh150/SKU</b><br>150.00 |

1. **GRANT OF LICENSE** 9.1. To the maximum extent permitted by law:  
GS1 Uganda (hereon known as GS1) grants you a non-a. all terms, conditions and warranties which would exclusive non-transferable License to use the GS1 numbers otherwise be implied into contract are excluded; and and Bar codes in connection with the supply and sale of Your 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 Products.
2. **TERM** relevant services.  
The License and these terms and conditions come into effect 9.2. To the full extent permitted by law, GS1 excludes all for You on the date on which GS1 notifies You of its acceptance liability (whether arising in negligence, breach of of Your Registration Form and continues until terminated as contract or breach of any law) in connection with this provided in clause 11. license for any indirect or consequential loss or
3. **FEES** damage, including lost profits and revenue.
  - 3.1. You must pay the License Fee to GS1 annually within 9.3. To the full extent permitted by law, GS1's total 30 days of the date of GS1's invoice. liability to you for loss or damage if any kind arising
  - 3.2. GS1 may, from time to time, increase the License out of this License which is not excluded by clause Fee as per the Membership Charter by giving you at 9.2 is limited, for any and all claims, to the total least 30 day's written notice. License Fees paid during the 12 month period prior to
  - 3.3. Where products bearing GS1 Numbers issued to you the relevant liability accruing.  
are already in the marketplace at the time the License **10. PRIVACY AND CONFIDENTIALITY**  
is terminated, notwithstanding such termination you 10.1. You must always keep confidential and secure, will remain liable for a fee equivalent to the then and not use or disclose any information of GS1's that is current License Fee for the period that you will identified as or would reasonably be expected to be, continue to distribute those Products. proprietary, confidential or commercially sensitive except
  - 3.4. You must pay an administration fee for any overdue as permitted by this License. You must only disclose that amount calculated at the rate of 10% per annum. information:
4. **VAT AND OTHER TAXES** a. to the extent necessary to perform Your
  - 4.1. All amounts payable under this License are inclusive obligations under the License and on a "need-toof VAT. know" basis only;
  - 4.2. GS1 will issue a tax invoice to you for the License b. if GS1 authorizes it in writing ; or  
Fee. c. As required by law.
  - 4.3. You must pay all the taxes imposed in Uganda in **11. TERMINATION**

respect to Ugandan laws.

11.1 GS1 may terminate the License immediately by

**5. YOUR CONDUCT** giving notice if:

5.1. You must. a. You fail to pay the License Fee by due date

a. not at any time during the term of the License or after its stipulated or; termination, do or omit to do anything whereby GS1's b. You commit a breach of Your obligations under goodwill, trade or business may be prejudicially affected these terms and conditions;

or brought into disrepute. c. You are declared bankrupt, go into liquidation, b. Comply with the technical standards set out in the GS1 have a receiver or other controller appointed, or manuals/guidelines and such other directions as GS1 may (being a company) are wound up otherwise than give from time to time.

**6. USE OF GS1 NUMBERS, BAR CODES AND OTHER INTELLECTUAL PROPERTY:** d. GS1 ceases to hold the necessary License rights to issue GS1 Numbers in Uganda.

6.1. You: 11.2 Either GS1 or You may terminate this License in any a. may use only the GS1 Numbers issued to you by other circumstances by giving six months written

GS1; notice to the other party.

b. must not use any numbers issued by GS1 to any 11.3 Termination of this License does not relieve either other person; GS1 or You from liability arising from any prior

c. must not use any numbers that copy the GS1 breach of the terms of the License. numbering system **12.**

**CONSEQUENCES OF TERMINATION**

d. must only use the GS1 numbers issued to you in 12.1. On termination of this License, Your rights under this connection with the manufacture, sale and License terminate and you must: identification of your Products; a. immediately cease applying the GS1 Numbers and Bar e. must not alter the GS1 Numbers licensed to you codes to any of Your Products manufactured or sold by in any way; You after the termination date; and

f. recognize GS1's title to the GS1 Numbers and b. within 7 days, pay to GS1 all amounts due to GS1 under related intellectual property and must not at any this License at the termination date time do or allow to be done any act or thing which 12.2. You are not entitled to any rebate or refund of the may in any way impair GS1's rights in regard to License Fee or any other fees or charges paid under GS1 Numbers or related intellectual property the license, unless this License expressly states

g. must not permit anyone else to use or display the otherwise. GS1 Numbers issued to you; 12.3. The termination or expiry of this License does not h. Must ensure that the products bear all proprietary affect those provisions which by their nature survive notices that GS1 may require from time to time. termination, including clause 8, 9 and 10.

**7. USE OF TRADE MARKS FOR MARKETING/ PROMOTION** **13. NOTICES**

With GS1's prior written consent, you may use the GS1 13.1. All notices and other communications in connection Trade Marks for marketing and promotion of the products. with this License:

You must ensure that the Trade Marks are reproduced a. must be in writing; and

only in accordance with the manner, form and other b. take effect from the time they are received guidelines specified to you by GS1 from time to time. unless a later time is specified.

**8. INDEMNITY** 13.2. If sent by registered post, notices and other

You agree to indemnify GS1 against all claims, suits, communications are taken to be received the day after losses, damages or costs suffered or incurred by GS1 as posting (or seven days after posting if sent to or from a a result of your conduct, Your use of the GS1 Numbers place outside Uganda).

and any breach of these terms and conditions by You 13.3. if sent by facsimile, notices and other communications (except to the extent caused by GS1's negligence or are taken to be received at the time shown in the willful misconduct). facsimile transmission report at the time that the whole

**9. LIMITATION OF LIABILITY** facsimile was sent.

**GS1 Uganda LICENSE TERMS AND CONDITIONS**

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 Ltd (CRB) and by Your application for membership of GS1 You agree that GS1 will:

a. Obtain from time to time status reports from CRB.

b. Report any instances to CRB of cheques dishonored, breaches or other defaults relating to the terms and



conditions of membership including the License agreement.

- c. Report to CRB and retailers generally all cancellations of membership and bar codes allocated to You.

#### 16. DEFINITIONS.

These means GS1ings apply to this License unless the contrary intention appears:

" **GS1**" means GS1 Uganda, P.O Box 3243 - 00200, Nairobi, Uganda, a Company limited by guarantee.

" **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 membership 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.

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

**Company Stamp**

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:**

1. We will only issue your certificate of membership of GS1 Uganda and the bar codes you require once you have paid your entrance (registration) fee, Annual subscription and sent us the statement by Your Auditors.
2. We reserve to ourselves the right in our sole and absolute discretion to ask You from time to time to submit a fresh statement from Your Auditors as to Your annual turnover for the purposes of confirmation of the rate of Annual Subscription payable by You. If your reported turnover has increased placing you in a higher scale, then the increased subscription will come into effect on the next renewal date.
3. 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 membership and withdrawing your allocated bar codes.

I/We \_\_\_\_\_ holding the position  
of \_\_\_\_\_ at \_\_\_\_\_

on this date \_\_\_\_\_ agree to abide by the Terms and

Conditions of the GS1 Uganda Licence Agreement as set out in

GS1 Uganda license Terms and Conditions.

**GS1 Uganda**

<sup>th</sup> **G17** Ministry of TradeFarmer's House

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**CONNECT WITH US**

