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Guidance for Herbalists: Navigating Contracts & Intellectual Property

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Why This Matters

As herbalists move into product creation, consultancy, publishing, and collaborations, contracts and IP protection become essential. Whether you're formulating for a wellness brand, co-developing a product with a clinic, or publishing herbal content, you need to protect:

- Your **formulations**
- Your **brand name and logo**
- Your **clinical knowledge and training**
- Your **creative and written work**
- Your **time and emotional labour**

This guide outlines the essentials of contract negotiation, brand licensing, and IP, in accessible language for herbalists and plant practitioners.

1. Understand What You're Bringing to the Table

Before any agreement is signed, be clear on what you are contributing. This might include:

Your Contribution	Type of Protection Needed
Herbal product formulas	Intellectual property (IP)
Your business name / logo	Trademark / Brand licence
Your clinical expertise	Consultancy contract
Teaching, courses, or eBooks	Copyright + Use agreement
White-labelling a product	Manufacturing agreement

2. When to Use a Contract (Always!)

If you are:

- Creating bespoke products for a client
- Offering consultancy
- Entering into co-branding or white label relationships
- Running events or retreats for someone else's brand
- Licensing your brand name or formulation

You need a written agreement. Even a simple 1–2 page contract can protect both sides.

3. Contract Essentials: What to Include

Here's a checklist for any herbalist entering into a collaboration or service agreement:

A) Scope of Work

- What exactly are you doing?
- What's included (and excluded)?
- Timeline and deliverables

B) Payment Terms

- Is it a day rate? Project fee? Royalty?
- Are expenses covered?
- What are payment dates?

C) Brand Usage & Licensing

- Can they use your brand/logo?
- Where and how will it appear?
- Is it exclusive or limited use?

D) IP & Ownership

- Who owns the formulas or product recipes?
- Can the client repackage them later?
- Does the client own the design, but not the ingredients?

E) Termination Clause

- How can either party walk away if needed?
- What happens to work already completed?

F) Review & Sign-Off

- Will you approve packaging, text, or marketing before use?
- Add a clause giving final sign-off rights on all branded materials.

4. Understanding IP for Herbalists

What You *Can* Protect:

- Your original formulas (as trade secrets)
- Your brand name and logo (via trademark)
- Your course content, articles, blogs (via copyright)
- Your consultancy systems/tools

What You Can't Own:

- The general use of plants (e.g. “lavender for sleep”)
- Public domain info (unless substantially reworked)
- Traditional or cultural knowledge that isn't uniquely yours

Protecting Your IP:

- Add “© [Your Name/Brand], [Year]” to your content
- Use non-disclosure agreements (NDAs) if needed
- Explicitly state in contracts: *“All intellectual property, including formulations and written materials, remains the sole property of [Your Name/Business].”*

5. What to Do When You're Asked to Waive Fees

Sometimes clients can't afford your consultancy rate up front. That doesn't mean you work for free.

Alternatives:

- Bundle your rate into product costs (e.g. £X per unit includes £Y for brand use)
- Ask for a royalty per sale
- Offer a reduced fee in exchange for co-branding rights or long-term contract
- Make the work part of a pilot agreement with clear limits

6. Templates & Tools to Have on Hand

Herbalists should prepare a few reusable templates:

- Simple Consultancy Contract
- Product Co-Branding Agreement
- Course or Content Licensing Terms
- Non-Disclosure Agreement (NDA)

- Pricing Card or Rate Sheet (include rates for product development, consultancy, IP licensing, etc.)

7. Red Flags to Watch For

- “We don’t need a contract — let’s just work on trust.”
- “Can you just sign over the formula so we can make it ourselves?”
- “We’ll pay you later if it sells.”
- “We don’t need your brand — we’ll just say ‘made by a herbalist’.”
- “This isn’t worth money — it’ll be great exposure.”

Trust your gut. Protect your work.

8. Final Words for the Herbal Disruptor

Contracts don’t kill creativity — they **protect** it.

They allow you to:

- Be generous without being exploited
- Collaborate without losing your voice
- Share wisdom without giving it away



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