

Annexure II

Approval / Monitoring Mechanism of India Tea Logo (World's Gold Standard) on Consumer Packs PACKED IN INDIA

India Tea Logo (WGS) a reproduction of which is enclosed is introduced by Tea Board as the Certification Mark for 100% Indian tea in Consumer Packs for marketing overseas.

Tea Board being the owner of the India Tea Logo would allow its use by any exporter registered with Tea Board on fulfillment of all the following eligibility criteria :

- a) 100% Indian tea conforming to PFA specifications
- b) Packed in Value Added form (tea packs / tea bags / caddies / metal containers / chestlets / pouch etc.) of net weight not exceeding 1 kg upon which the words "INDIA TEA" should be clearly printed in reasonably large fonts
- c) Pre-packed in India
- d) Packaging materials and quality of packing should be of acceptable standards
- e) Teas meet the prescribed Minimum Quality Benchmark (MQB)

Logo Approval

1. The packer / companies shall have to apply to Tea Board in the prescribed application form (specimen attached). While seeking permission for use of the India Tea Logo indicating the brand name, packing type, net weight of tea, grade of tea, price of unit pack and final export destination. Such application form also contains a declaration which is to be filled up by the applicant guaranteeing that the content of the consumer pack has 100% Indian tea satisfying PFA standard and is pre-packed in India. The applicant while applying for permission should also mention the name of the country where the consumer pack will be marketed.
2. The application will have to be made in duplicate. One copy has to be submitted to Tea Board India's Head Office at Kolkata and one copy to the Tea Board's appointed Inspection Agency (IA).
3. While applying for such permission, the applicant will have to submit to the IA at least three samples of the consumer pack containing tea (combined tea content should not be less than 200 grms.) and two empty carton flats / containers indicating the position where the India Tea Logo is proposed to be printed for the purpose of prominently displaying the logo (a copy of the logo as per reproduction enclosed can be temporarily affixed on the pack in the actual size proposed for final printing).
4. The tea blend as contained in the packs / bags would be codified and checked by the IA through Tea Board's Panel of Tea Tasters. The quality of the tea blend will be evaluated against a benchmark created for the purpose. The carton flats / containers would also be checked for pack appearance and correct and prominent depiction of the Logo before granting permission for its use.

5. In case the sample fails to adhere to the benchmark quality standards, the sample will be tested by a second independent panel of tasters. In case of approval by the second panel, the sample would be deemed to have been approved by the tasters panel.
6. The sample will also be tested by the IA for conformity with the PFA standards.
7. **On specific recommendation / clearance by the IA, the applicant will have to sign a formal Agreement (copy enclosed) to be executed with Tea Board. Along with the Agreement, the applicant will have to pay a registration fee of Rs. 2500/- to be payable by DD/Cheque in favour of Tea Board India.**
8. If the requirement upto this stage is fully met, Tea Board HQ will finally issue formal permission for usage of Indian Tea logo with issuance of a Users' Licence Number which will make him a registered user of Indian Tea logo. This Licence would need a renewal on annual basis. The IA would be intimated accordingly.
9. In case of non-approval, reasons shall be conveyed to the applicant for corrective action.
10. The India Tea Logo should not be printed by any company on their consumer packs without obtaining specific prior written approval from Tea Board India. Even after grant of permission, the Board reserves the right to withdraw such permission, if the occasion / reason so arises.

Logo Monitoring

1. **First Level Check (Pre-packing) – Table Blend Check**
 - Shipper / Exporter will submit to the IA three samples of table blend along with their letter and the samples should be minimum 200 grms each
 - One such sample will be sent to the Tasters Panel for test of leaf, liquor and infusion against the sample submitted earlier at the time of logo approval
 - One sample will be utilized by the IA for testing for conformity to PFA standards
 - The remaining sample will be retained by the IA for records / future references
 - Test reports on PFA, leaf/liquor/infusion will be sent to the exporter as well as to Tea Board

2. Second Level Check (Post – packing before containerization) – Packed Cartons

- The Exporter / Shipper would intimate the IA about the consignment ready for inspection
- The IA will draw random samples from the packed consignment offered by the Shipper. The samples will be duly sealed by the IA and sent to the Tasters Panel for testing against the earlier approved sample. The samples will be coded before sending to the Tasters Panel. One sealed sample will also be sent by the IA to their laboratory for PFA test and another sealed sample to be retained by them for records
- The IA will test for packet appropriateness in the matter of GSM, Lamination, Alignment, Adhesives, Printing as also the appropriateness regarding representation of India Tea Logo against the viable quality standards.
- After receiving the test reports of PFA and leaf/liquor/infusion, the same will be forwarded to Tea Board as well as to the Shipper
- Based on the inspection upto the stage, the IA will recommend or otherwise to Tea Board whether the consignment in question can be passed for loading in respect of the packs containing INDIA TEA LOGO.

GENERAL

Tea Board and/or its authorized Inspection Agency would be at liberty to draw random samples at any stage for checking, if need arises.

The Inspection Agency may realize their charges for the inspection/approval mechanism (as per the cost structure fixed by Tea Board India) from the applicant and/or exporter by their own arrangement.

Should there be a need for additional test in respect of heavy metals AFLATOXIN B12, Pesticide Residue, Micro Biology etc. as per requirement of the importer or the importing country, the applicant can go in for the same with additional cost mutually agreed upon with SGS and / or any other agency they may opt for.

All applications for permission to the use of India Tea Logo should be submitted to the Director of Tea Promotion, Tea Board India, 14, B.T.M. Sarani, Kolkata 700001, India duly forwarded by Tea Board's concerned office in the country of jurisdiction.

Application for permission to the use of the Indian Tea Logo
(Tea Packed in India)

To
The Director of Tea Promotion
Tea Board
14, B. T. M. Sarani (Braboune Road)
Kolkata 700001

Dear Sir,
We apply for Tea Board India's permission to the use of the Indian Tea Logo in our packs for marketing in -----(*insert name of the country*) and submit the following particulars :

Name of the Company/Packeter: -----

Full Postal Address: -----

Contact Nos (Tel/Fax/Email): -----

Contact person(s): -----

Exporter Registration No -----

Name, address, and Licence no
Of the party under whose C.E.
no the teas will be packed -----

PACK DETAILS

Brand Name -----
-

Packing type (e.g. tea packs/ tea bags/
Metal containers/chestlets/pouches/etc) -----

Nett weight (gms) -----

Grade/Type of tea in pack

Retail Price of unit pack:

We declare that the contents of the pack for which the India Tea Logo has been applied for consists of 100 % Indian Tea satisfying PFA standard and is pre packed in India. We also declare that the aforesaid information is true and correct to the best of my knowledge and belief.

Place :

Signature of the Applicant with Company Seal

Date :

REPORT BY THE TASTERS PANEL

Sample code no: -----

Destination / Market : ----- Date of dispatch to the Tasters Panel : -----

Date of return to the Inspection Agency -----

Packing Type : -----

First Panel

Second Panel

a) Leaf

b) Liquor

c) Infusion

**Approval for Logo
Eligibility (Y/N)**

Comments :

Reasons for rejection :

Date :

Checked by :

Approved by :

PACKAGE EVALUATION REPORT

Sample code no : -----

Destination / Market : -----

Packing Type : -----

Pack approval for logo eligibility (Y / N) : -----

Comments :

Date :

Checked by :

Approved by :

NON APPROVAL INTIMATION
(Tea Packed in India)

To
The
.....
.....
.....
..... (Name & Address of the Applicant)

Ref : Your application for permission to use India Tea Logo

Dear Sir/Madam,
In reference to your above application dated ----- for your brand/pack(name and size of the pack/brand) we have been authorized by the Tea Board India to inform that the said brand/pack has not been found eligible for usage of the Indian Tea Logo due to the following reasons :

1. It does not appear to contain 100 % Indian Tea.
2. Tea fails to meet the PFA norms.
3. Tea fails to meet the Minimum Quality Benchmark (MQB).
4. Tea in pack does not match the sample.
5. Packaging materials/Quality of packing does not match the acceptable standard.
6. Any other reasons (please specify).

You are therefore requested to kindly take corrective action on the above in order to be eligible for the India Tea Logo.

Place :

Date :

Authorised signatory of the Tea Board India's approved Inspection Agency with official seal.

Copy to : 1. Director Tea Promotion
Tea Board, Kolkata



TEA BOARD INDIA
14, B.T.M. Sarani
Kolkata 700001
INDIA

Hologram

Ref no :

Dated :

APPROVAL FOR USAGE OF INDIA TEA LOGO

(Tea Packed in India)

To

.....

.....

Dear Sir,

This has the reference to your application letter No ----- dated ----- seeking permission for use of the India Tea Logo on the tea packs as submitted with your application.

The pack details submitted by you are :

Brand Name	
Pack Type	
Nett Weight (gms)	
Company/Packer Name	
Final Destination/Country of marketing	

We hereby grant permission to you for use of the Board's India Tea Logo on your above mentioned tea pack/brand for marketing in (specify country)----- with Users' Licence Number ----- subject to the following conditions :

- 1) That you shall at all times use only 100% Indian tea conforming to PFA specifications
- 2) That the Logo will be used only on value added packs(packet tea, tea bags, etc) and is not applicable for use on bulk teas.
- 3) That the tea shall at all times meet the MQB standard developed by Tea Board India.
- 4) That the tea used shall at all times be as per the samples submitted along with the application.
- 5) That Tea Board India and/or its approved Inspection Agency would be at liberty to draw random samples at any stage for checking, if need arises.

- 6) That Tea Board India reserves the right to withdraw the approval as granted above, if the circumstances so warrant.
- 7) This permission is valid for a period of one year from the date of issue of this letter (unless suspended/cancelled otherwise before that date) after which it needs to be renewed.
- 8) You are required to execute a Licence Agreement with Tea Board as per prescribed format along with payment of a Licence Fee of Rs 2500/- payable by DD/Cheque in favour of Tea Board India.

Yours faithfully,

Director of Tea Promotion
TEA BOARD INDIA(HQ)

Draft Regulations for the use of the Certification Marks
"LADY TEA PICKER LOGO" under application no. _____
in Class 30 in respect of tea.

Definitions

1. For the purpose of these Regulations, unless the context otherwise requires, the following definitions shall apply:
 - (A) "the Proprietor" means Tea Board, India, 14 Biplabi Trailokya Maharaj Sarani (Brabourne Road), P O Box No. 2172, Kolkata 700001, India;
 - (B) "Certification Mark" means the certification trade mark LADY TEA PICKER LOGO applied for under application no. _____ in Class 30 in respect of tea;
 - (C) "person" shall include any company or association or body of individuals, whether incorporated or not;
 - (D) "Register" means the Register of authorised users of the Certification Mark maintained by the Proprietor;
 - (E) "authorised user" means any person for the time being issued with a subsisting Licence;
 - (F) "Licence" means a licence issued by the Proprietor in accordance with these Regulations;

- (G) “licensed goods” means 100% Indian tea cultivated, grown and produced in conformity with these Regulations;
- (H) “packet tea” means tea packed in unit packs or containers of the types which are ordinarily put up for the purposes of retail sale under a brand name and includes packages known as “Jota” of two packs packed together in which the net weight of tea contained in the basic pack unit does not exceed one kilogram.
- (I) “Packer” means an authorised user who packs tea in the packets as described in paragraph (H) above;
- (J) “Producer” means an authorised user who cultivates, grows and produces tea within the geographic areas listed in the attached Schedule;

OWNERSHIP OF CERTIFICATION MARK

2. The Certification Mark is the absolute property of the Proprietor and shall not be used by any person except an authorised user.
3. The power of issuing and canceling a licence is vested in the Proprietor.

PERSONS AUTHORISED TO USE THE CERTIFICATION MARK

4. The Certification Mark shall be applied to or used in relation to such tea -
 - (i) which has been cultivated, grown or produced in the tea gardens in India registered with the Proprietor in accordance with the

provisions of the Tea Act of 1953 and Control Orders, or any relevant law which may replace that Act and Control Orders; and,

- (ii) which has been cultivated, grown or produced in tea gardens which the Proprietor considers capable of producing tea that meets the requirements of these Regulations and after satisfying the procedure prescribed by the Proprietor for registration, supervision and monitoring of such tea gardens;
- (iii) which has been processed and manufactured in a factory registered with the Proprietor in accordance with the Tea Act of 1953 and Control Orders or any relevant laws which may regulate that Act and Control Orders.
- (iv) as, when tested by expert tea tasters on behalf of the Proprietor, is determined to have the distinctive and naturally occurring organoleptic characteristics of taste, aroma and mouth feel typical of tea cultivated, grown and produced in the aforesaid areas. Tea tasters are considered competent to evaluate these characteristics as a result of many years of practical training and experience in the assessment of tea and their highly refined sensory perceptions, in particular, in relation to the sensations of smell, taste and mouth feel of different types of tea. This enables them to easily recognize the distinctive characteristics associated with a particular type of tea and thereby accurately analyze the nature and quality of the tea.

For information purposes, the current procedure followed by the Proprietor to register, as well as supervise and monitor, a tea garden in accordance with the provisions of the Tea Act is set out in Schedule 1 to these Regulations.

The Certification Mark may be used in relation to a blend of Indian teas drawn from more than one area or garden situated in different areas only if each tea constituting the blend is capable of being described by reference to the Certification Mark, in accordance with these regulations. The Certification Mark may not be used in relation to a mixture of Indian tea/s with teas of other countries, even in phrases incorporating the word “blend” such as “Indian tea blend” or “Blended Indian tea”.

5. The Proprietor will grant a Licence to the applicant in the form attached at Schedule II hereto. Every applicant for a licence to use the Certification Mark undertakes that the tea in respect whereof it will use the Certification Mark shall conform to paragraphs 4(i) to 4(iii) hereinabove. The applicant, in addition, undertakes that:

- (a) The Proprietor or its authorised representatives shall be entitled to inspect, prior to and after the grant of the Licence, as and when desired by the Proprietor, the applicant’s /authorised user’s premises and/or land for the purpose of inspecting the same and/or taking samples of tea and/or packaging used by the applicant/authorised user.

- (b) As and when required by the Proprietor, prior to or after the grant of the licence, the applicant/authorised user shall supply samples of the tea in relation to which it uses or intends to use the Certification Mark for testing by the Proprietor or its authorised representatives to determine that the tea, in respect of which the Certification Mark is used or will be used, still conforms to the standards prescribed by it; and that the applicant will maintain adequate systems of control and inspection, including books and records, to ensure that the tea in respect of which the Certification

Mark is proposed to be used will continue to conform to the standards prescribed by the Proprietor.

6. Upon execution by the Proprietor and the applicant of a Licence as aforesaid, the applicant shall become entitled to use the Certification Mark upon the terms and conditions of such Licence and these Regulations and shall remain so entitled during the subsistence of such Licence.

REGISTER

7. **The Proprietor shall keep at its offices a Register wherein shall be entered the names, addresses and trade descriptions of each authorised user, the date of his registration, particulars concerning the cancellation of any previous Licence, and such other particulars as may from time to time be prescribed or deemed necessary by the Proprietor. The Register will be available for inspection at Director of Tea Promotion, Tea Board, 5th Floor, 14, B.T.M. Sarani (Brabourne Road), P.O. Box No. 2172, Kolkata-700 001, India and other overseas offices of the Proprietor. Any person wishing to inspect the Register should given reasonable notice of the same to the Proprietor or, in the case of inspection at an overseas office, the relevant overseas office of the Proprietor.**

CHARACTERISTICS CERTIFIED BY THE MARK:

8. The characteristics certified by the Mark are that the tea conforms with paragraph 4 above.

HOW THE PROPRIETOR IS TO TEST THOSE CHARACTERISTICS

9. The Proprietor will test the characteristics in accordance with paragraph 5 above.

HOW THE PROPRIETOR IS TO SUPERVISE THE USE OF THE MARK

10. An authorised user shall use the Certification Mark only upon and in relation to such tea, samples of which have been tested and approved by the Proprietor.
11. The Proprietor shall be entitled, at any reasonable time, during business hours, to enter upon any premises or land where the tea in relation to which the authorised user uses the Certification Mark is being cultivated, grown, processed, manufactured, packed or stored, for the purpose of ensuring that the standards laid down by the Proprietor are being adhered to and complied with. The Licence will be conditional on the Proprietor being so satisfied. Where such land or premises is not the property of the authorised user, the authorised user shall ensure that the Proprietor has the right to so enter upon the land or premises.

LICENCE FEE

Clause-12. In consideration of the rights of Licensed use, the proprietor may charge License Fees as follows to cover operational and administrative costs including, but not limited to, some of the costs of promoting the Certification Mark. Registration is subject to fulfillment of certain other requirements at the time of each shipment or at the time of value addition (packaging) covering issues such as Inspection and Quality checks.

Clause-13. Indian Exporters and Overseas Importers/packers will pay annual License Fee based on a flat fee basis or on the weight of tea sold under the Certification Mark as determined by the Proprietor from time to time.

Clause-14. Producers will pay an annual license fee on a flat fee basis or based on the volume of tea sold under the Certification Mark as determined by the Proprietor from time to time.

Clause-15. All other authorized users will pay an annual fee based on a flat fee basis or based on the volume of tea sold under the Certificate Mark as determined by the Proprietor from time to time. Details of the Licence Fee are given at Schedule-III.

CONDITIONS AS TO USE OF THE MARK

16. The Certification Mark shall be applied to packaging for the tea so that it is clearly visible.
17. Nothing in these Regulations shall interfere with the separate use, by an authorised user, of his own trade mark, trade name or some other identification upon or in relation to the licensed goods.
18. The authorised user shall not use, or cause or assist any person to use, any sign which could be regarded as a colorable imitation or infringement of the Certification Mark.
19. The Proprietor shall decide the way in which the Certification Mark may be represented including specifications as to colour, size and lettering of the Certification Mark and what matter of any description may be used in close association with the Certification Mark and in what relationship. In the event of any representation of the Certification Mark being considered unsuitable by the Proprietor, the authorised user shall terminate such use.

DURATION AND CONDITIONS AS TO DURATION OF LICENCE

20. Subject to the provisions of these Regulations, a Licence granted hereunder shall continue in force unless and until canceled by the Proprietor or relinquished by the authorised user.
21. The Proprietor may cancel a licence if the authorised user ceases to carry on his business, or if he does not make use of the Certification Mark for a period of 12 consecutive months.

BREACH OF REGULATIONS

22. If an authorised user commits any breach of these Regulations, or in any way uses the Certification Mark in an unauthorised, misleading or deceptive manner, or is convicted of any offence leading to the discredit of his reputation or good faith as a trader, or is adjudicated bankrupt, or goes into liquidation (other than voluntary liquidation for the purpose of amalgamation or reconstruction), or has a receiver appointed over his assets, the Licence issued to him shall be liable to be cancelled.
23. In the event of the Proprietor canceling a Licence, all items bearing or indicating the Certification Mark, and all blocks for making the same, shall forthwith be delivered to the Proprietor for the purpose of being destroyed, or else satisfactory proof (in the opinion of the Proprietor) shall be given of this having been done. After the cancellation, the authorised

user shall not sell or expose for sale, any goods bearing the Certification Mark except with the consent of the Proprietor.

24. If the mark has been used by the authorised user on goods which do not conform with the requirements of these Regulations or in relation to which the authorised user has not complied with paragraph 11, the Proprietor shall have the right to demand that the authorised user remove the Certification Mark from such goods, or withdraw such goods from trade, or exchange such goods for similar goods that comply with the Regulations.
25. The authorised user shall be responsible for the consequences of any breach of these Regulations on his part, and shall be fully liable for any damages that may result from such breach of these Regulations.

PROCEDURE FOR RESOLVING DISPUTES

26. In the event of the issue of a Licence being refused or a Licence being canceled by the Proprietor, the person concerned shall, during the period of thirty days immediately succeeding the date of such refusal or cancellation, have the right to appeal against such refusal or cancellation to the Registrar of Trade Marks, provided that he at the same gives notice of such appeal to the Proprietor. The decision of the Registrar of Trade Marks on such appeal (after submission to him of such written and/or oral representations as the parties desire to make or as he shall require) shall be final and binding on the Proprietor and the person concerned. Provided, however, that in cases of misuse of the Certification Mark by any authorized user which infringes the rights of any buyer and/or importer of such licensed goods and written complaint thereof has been

received by the Proprietor, the Proprietor after giving opportunity to such authorised user to explain his position may cancel his licence. The decision of the Proprietor in such cases shall be final and binding upon such defaulting authorised user.

POWER TO AMEND

27. Subject to the consent of the Government of India, the Proprietor may alter these Regulations in accordance with the provisions of the Trade & Merchandise Marks Act, 1958 or any other law for the time being in force in India.

DELEGATION OF POWERS

28. The Proprietor may authorise such persons as deemed appropriate by it to make tests and inspections on its behalf. Such persons may include, for example, expert tea tasters, public analysts, the Indian Prevention of Food Adulteration's authorised representatives or any inspection agency of repute retained by the Proprietor specifically to monitor use of the Certification Mark. The Proprietor may require that an authorised user obtain a certificate from such a person in order to be entitled to use the Certification Mark.
29. For the purpose only of making tests and inspections, the Proprietor may from time to time delegate its powers to a Management Committee duly appointed by a Resolution of the Proprietor, and/or its Board who may be appointed and selected to represent the Proprietor, subject always to such conditions as the Proprietor may from time to time impose.
30. A Licence is granted on the condition that the authorised user will not use the Certification Mark in any printed advertisements or printed publicity

matter directed primarily to the market in ____ or in retail point of sale display cards distributed by the Proprietor for use within ____ without indicating that, once registration is achieved, it is a certification mark, or, before registration is achieved, that application for a Certification Mark has been made.

31. Any notice given by the Proprietor in pursuance of these Regulations to an authorised user shall be deemed to have been duly given if forwarded through the post by prepaid letter addressed to such authorised user at his address in the Register. Any notice given by the authorised user to the Proprietor shall be deemed to have been duly given if forwarded through the post by prepaid letter addressed to the Proprietor at Director of Tea Promotion, Tea Board, 5th Floor, 14, B.T.M., Sarani (Brabourne Road), PO Box No. 2172, Kolkata 700 001, India or any other designated overseas office of the Proprietor in operation for the time being or set up in the future.

SCHEDULE 1

PROCEDURE FOLLOWED BY TEA BOARD TO PERMIT, REGISTER, SUPERVISE AND MONITOR TEA GARDENS AND TEA FACTORIES.

Permission, Registration and Supervision of Tea Areas and Tea Factories

- Prescribed application forms are issued by the Tea Board.
- Applicant files the prescribed application form along with the following enclosures:-
 - Authentic and full map of the tea garden drawn by a Government approved surveyor.
 - Soil Analysis report of the tea garden in question
 - Certified True Copy of the Sale/Lease Deed of the tea garden
 - No objection certificate issued by the Collector/District Magistrate of local area
 - Mutation Certificate (in case of transfer of land) of local Land & Land Revenue departments

(Section 12 of the Tea Act, 1953 read with Rules 30 and 31 of the Tea Rules, 1954 refer)

After the permission is granted, the applicant shall submit Annual Returns in prescribed format issued by the Tea Board. The Annual Returns indicate the total grant areas, area under tea, extension planting, replacement planting, replanting and production during the year.

- Every manufacturer of tea shall carry on the activities of manufacturing tea only under a valid registration obtained under the Tea (Marketing) Control Order, 2003 in respect of each factory owned or controlled by a manufacturer (Clause 3 of Tea (Marketing) Control Order refers)
- Every registered manufacturer shall furnish to the Tea Board a monthly return in Form E and such other information as the registering authority may, by special or general order call for time to time. [Clause 7 of the Tea (M) Control Order refers.]

SCHEDULE II

CERTIFICATION MARK LICENCE AGREEMENT

This Agreement is made the day of between TEA BOARD, INDIA, 14. B.T.M. Sarani (Brabourne Road), P.O. Box No. 2172, Kolkata of the first part (herein called "the Proprietor") and of (herein called "the Licensee") of the second part.

WHEREAS the proprietor is the owner of a Certification Trade Mark (hereinafter called "the Mark") relating to tea (hereinafter called "the licensed goods"), particulars of which Mark are set out in Appendix 1 of this Agreement and has applied for registration of the Mark as "a Certification Mark" in accordance with the provisions of the Trade & Merchandise Marks Act 1958 and the Regulations, as amended from time to time (hereinafter called the "Regulations"), governing use of the Mark.

WHEREAS the Licensee has applied to the Proprietor for a licence entitling him to use the Mark subject to his compliance with the said Regulations or any modification thereof.

NOW THIS AGREEMENT WITNESSETH that in consideration of the terms and conditions hereinafter contained, the Proprietor hereby agrees to permit the Licensee authorising him to use the Mark in respect of the licensed goods.

1. The Licensee hereby undertakes to observe the Regulations in using the Mark upon or in relation to the licensed goods and to observe the standards of quality laid down by the Proprietor, and to submit samples for testing as and when required by the Proprietor.

2. The Licensee shall only use the Mark upon or in relation to the licensed goods as defined in the Regulations.
3. The Mark shall not be used in a manner which is deceptive or which would bring it into disrepute and its use generally shall be subject to the reasonable requirements of the Proprietor (including a requirement that any representation of the Mark be accompanied by an indication that it is or is subject to an application to become a certification mark).
4.
 - (1) the Licensee hereby acknowledges that any and all rights created by the registration and use of the Mark are the sole property of the Proprietor.
 - (2) the Licensee hereby acknowledges the Proprietor's ownership of the Mark and shall refrain from:
 - (A) registering a trade mark identical with or similar to the Mark in respect of any goods;
 - (B) using for any purpose a trade mark identical with or similar to the Mark, except as permitted by the Proprietor in this Agreement;
 - (C) opposing the use and the registration of a trade mark identical with or similar to the Mark or contesting the validity of any such registration;
 - (D) causing or assisting any person to do any of the things mentioned in the above sub-clauses (A), (B) and (C).
 - (3) the obligations set out in the above clauses 4(1) and (2) hereinbefore shall survive termination of this Agreement for whatsoever reason.

5. The Licensee hereby covenants with the Proprietor that he will not at any time during the subsistence of this Agreement or thereafter claim or cause permit, suffer or assist others to claim any interest in the Mark or any of the rights aforesaid.
6. The Licensee will not claim in relation to the licensed goods bearing the Mark, that they possess any characteristic not specified in the specifications prescribed for such goods by the Proprietor so as to suggest that such claim is certified by the Mark or in any way controlled by the Proprietor.
7. (a) In consideration of the rights of licensed use granted hereunder, the Licensee shall pay to the Proprietor a licence fee in accordance with the Regulations.

(b) The Licensee undertakes to bring to the notice of the Proprietor all cases of wrongful use or infringement of the Mark, registration or attempted registration of a trade mark identical with or similar to the Mark. In the event of the Proprietor undertaking any opposition to or any action to restrain or punish such act or acts, the Licensee agrees to co-operate fully and freely with the Proprietor and undertakes to do all such acts and things as the Licensee shall reasonably require to assist the Proprietor in any legal proceedings in respect of infringement or use or registration of the Mark or any mark similar thereto.

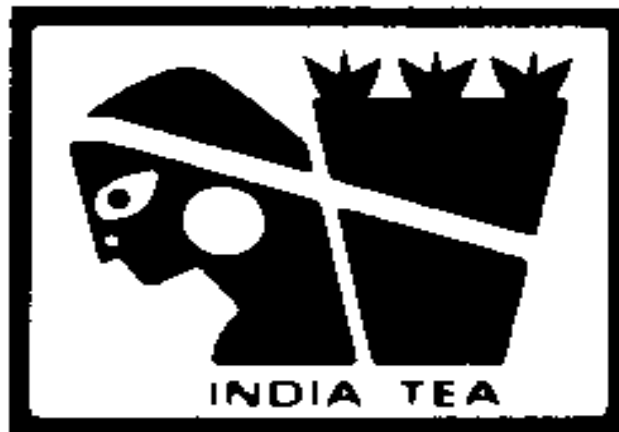
(c) If the Licensee or any of its customers is sued as a direct result of use of the Mark, the Licensee, on service upon it of any notice of any such claim, shall forthwith give the Proprietor written notice thereof and of all particulars thereof and the Proprietor shall have

the right to participate in the defence of such suit by its own counsel and at its own expense.

8. If any term, paragraph or provision of this Agreement shall be held to be invalid for any reason whatsoever, such invalidity shall not affect the validity or operation of any other term, paragraph or provision thereof, and such invalid term, paragraph or provision shall be deemed to have been deleted from this Agreement.
9. Any notice given by the Proprietor in pursuance of this Licence, to the Licensee shall be deemed to have been duly given if forwarded through the post by prepaid letter addressed to such authorised user at his address in the Register. Any notice given by the Licensee to the Proprietor shall be deemed to have been duly given if forwarded through the post by prepaid letter addressed to the Proprietor at Director of Tea Promotion, Tea Board, 5th Floor, 14, B.T.M. Sarani (Brabourne Road), PO Box No. 2172, Kolkata 700 001, India.
10. This Agreement shall be governed by and construed in accordance with the laws of India.

APPENDIX 1

INDIA TEA



World's Gold Standard

IN WITNESS WHEREOF the Proprietor and the Licensee have executed this Agreement the date and year first above written.

SIGNED BY

for and on behalf of
the PROPRIETOR

SIGNED BY

for and on behalf of
the LICENSEE

Schedule III

REGISTRATION FEE Rs 2500/-

The above fee is for registration subject to annual renewal

User fees may be revised upwards depending on fluctuations in international currencies and Whole Sale Price Index and Consumer Price Index in India.

* The said license fee is subject to change
