

## SCHEDULE IV

### CERTIFICATION MARKS LICENSE AGREEMENT

**User License Number:**

This License, effective as of the date of full execution, is by and between Tea Board, India, a statutory body created by authority of the Government of India, B.T.M. Sarani (Brabourne Road), PO Box No 2172, Kolkata, India ("Licensor"), on the one hand, and \_\_\_\_\_ (name) doing business at \_\_\_\_\_ ("Authorized User"), on the other hand.

**WHEREAS** the Licensor has applied for registration of the Certification Marks "NILGIRI (Orthodox) logo", Indian Application no. \_\_\_\_\_ and "NILGIRI (Orthodox) (word)" Indian Application no. \_\_\_\_\_ in class 30 in respect of tea and any reference to 'Regulations' in this License is a reference to the Regulations governing the use of these Certification Marks;

**WHEREAS** the Authorized User has applied to the Licensor for a License entitling Authorized User to use the Certification Marks subject to Authorized User's compliance with the said Regulations or any modification thereof, and the terms hereof;

**NOW THIS AGREEMENT WITNESSETH** that in consideration of the terms and conditions hereinafter contained, the Licensor hereby agrees to permit Authorized User to use the Certification Marks in respect of NILGIRI (Orthodox) tea which meets the criteria set out in paragraph 2 of the Regulations.

#### **1. INCORPORATION OF THE REGULATIONS**

The Regulations, including all definitions set forth therein, are hereby incorporated by reference. By execution of this License, Authorized User agrees

to abide by the terms of the Regulations and the terms of the Regulations shall be deemed terms of this License.

## **2. OBLIGATIONS AND ACKNOWLEDGEMENT OF AUTHORIZED USER**

- 2.1 Authorized User shall display its User License Number on all packets and packaging materials containing NILGIRI (Orthodox) tea.
- 2.2 Authorized User undertakes and guarantees that the use of the Certification Marks shall be subject to the requirements set forth by the Proprietor in the Regulations **and/or Guidelines/Circulars issued from time to time.**
- 2.3 Authorized User shall not use the Certification Marks in a manner which is deceptive or which can bring them into disrepute.
- 2.4 Authorized User will refrain from using or registering the Certification Marks as trademarks or as part of trademarks or trade names.
- 2.5 Authorized User undertakes that it will not claim or cause, permit suffer or assist others to claim any interest in the Certification Marks
- 2.6 Authorized User acknowledges that any and all rights created by the use of the Certification Marks are the sole properties of the Proprietor.
- 2.7 **Authorised User shall not use the Certification Marks after termination/non renewal of this agreement.**

## **3. LICENSE FEE**

Authorized User agrees to pay to the Licensor License Fee as indicated in Schedule V to these Regulations.

## **4. DURATION**

This Agreement shall come into force from the date hereof and shall continue to remain in force as long as Authorized User acts in conformance with the terms of this License.

## **5. BREACH**

Authorized User shall be responsible for the consequences of any breach of this Licence on his/her part, and shall be fully liable for any damage that may result from such breach of this Licence.

## **6. TERMINATION**

In the event of the Licensor terminating the License pursuant to the Regulations, all items bearing or indicating the Certification Marks, and all blocks for making the same, shall forthwith be delivered to the Licensor for the purpose of being destroyed, or else satisfactory proof (in the opinion of the Licensor) shall be given of this having been done. After the termination, the Authorized User shall not sell or expose for sale, any goods bearing the Certification Marks except those with the consent of the Licensor.

## **7. NOTIFICATION OF INFRINGING USERS / THIRD PARTY LAWSUITS**

7.1 Authorized Users undertake to bring to the notice of the Proprietor all cases of wrongful use or infringement of the Certification Marks, registration or attempted registration of a trademark identical with or similar to the Certification Marks. In the event of the Proprietor undertaking any opposition to or any action to restrain or punish such act or acts, the Authorized User agrees to co-operate fully and freely with the Proprietor and undertakes to do all such acts and things as the Proprietor shall reasonably require to assist the Proprietor in any legal proceedings in respect of infringement or use or registration of the Certification Marks or any mark similar thereto.

7.2 If the Authorized User or any of its customers is sued as a direct result of use of the Certification Marks, the Authorized User, on being served upon it of any notice pertaining to 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 defense of such suit by its own counsel and at its own expense.

## **8. MISCELLANEOUS PROVISIONS**

8.1 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.

8.2 This License shall be governed by and construed in accordance with the laws of India.

IN WITNESS WHEREOF, the parties have executed this Licence effective as of the last date set forth below:

The Tea Board of India

\_\_\_\_\_

\_\_\_\_\_

Title: \_\_\_\_\_

Title: \_\_\_\_\_

Date: \_\_\_\_\_

Date: \_\_\_\_\_

**SCHEDULE V: USE FEE**

<b>In INR.</b>	<b>One time registration Rs.3000/-</b>  <b>Annual Renewal Fees - Rs.3000/-</b>
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The application cum registration fees shall be paid by the User to the Proprietor at the time of sending the License Agreement and the renewal fees shall be paid at the time of sending request for renewal **of license agreement**. In case the applicant is not eligible for issuance of Licence Rs. 2000/- shall be returned back to the applicant. Fees may also be paid in local currencies equivalent to US Dollars. Exchange rate shall be calculated as per the prevailing rate on the date of **entering** such **license agreement**. The Proprietor has the power to revise the user fees upwards by giving six months' notice in writing to the User, provided two years have elapsed following the effective date of the license. The Proprietor will act fairly in determining the amount of use fees as it is a non profit-making body. This renewal fees will be utilized in enforcing the Logo Administration.