

## 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, Calcutta, India ("Licensor"), on the one hand, and \_\_\_\_\_ (name) doing business at \_\_\_\_\_ ("Licensee"), on the other hand.

**WHEREAS** the Licensor is the owner of the Certification Marks "DARJEELING Logo", Indian Registration 532240 and DARJEELING (word) Indian Registration No. 831599 and in class 30 and any reference to 'Regulations' in this License is a reference to the Regulations governing the use of these Certification Marks;

**WHEREAS** the Licensee has applied to the Licensor for a License entitling Licensee to use the Certification Marks subject to Licensee'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 Licensee to use the Certification Marks in respect of DARJEELING 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, Licensee 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 ACKNOWLEDGEMENTS OF LICENSEE**

- 2.1 Licensee shall display its User License Number on all packets and packaging materials containing DARJEELING tea.
- 2.2 Licensee undertakes and guarantees that the use of the Certification Marks shall be subject to the requirements set forth by the Proprietor in the Regulations.
- 2.3 Licensee shall not use the Certification Marks in a manner which is deceptive or which could bring them into disrepute.

- 2.3 Licensee will refrain from using or registering the Certifications Marks as trademarks or as part of trademarks or trade name.
- 2.5 Licensee undertakes that it will not claim or cause, permit suffer or assist others to claim any interest in the Certification Marks
- 2.6 Licensee acknowledges that any and all rights created by the use of the Certification Marks are the sole property of the Proprietor.

### **3. LICENSE FEE**

Licensee 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 for as long as Licensee is in conformance with the terms of this License.

### **5. BREACH**

Licensee shall be responsible for the consequences of any breach of this Licence on its part, and shall be fully liable for any damages 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 Mark, 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 Licensee shall not sell or expose for sale, any goods bearing the Certification Marks except with the consent of the Licensor.

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

- 7.1 Licensees 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 Licensee 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 Licensee or any of its customers is sued as a direct result of use of the Certification Marks, 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 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: \_\_\_\_\_

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

\_\_\_\_\_

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

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