

## TRADE MARK LICENCE

### DATE:

### PARTIES:

- (1) **MALTON COMMUNITY INTEREST COMPANY** incorporated and registered in England and Wales with company number [NUMBER] whose registered office is at 88 Old Maltongate, Malton, North Yorkshire, YO17 (**Licensor or we**).
- (2) [COMPANY NAME] incorporated and registered in [COUNTRY OF INCORPORATION] with company number [NUMBER] whose registered office is at [REGISTERED OFFICE ADDRESS] OR [NAME OF INDIVIDUAL] whose principal place of business is at [ADDRESS] (**Licensee or you**).

### AGREED TERMS:

#### 1. GRANT OF LICENCE

- 1.1 In consideration of payment to us of the licence fee of a peppercorn payable on signature of this agreement, we hereby grant to you a non-exclusive licence to use the Logo on the products specified in Schedule 2 (**Licensed Products**) for the duration of this agreement
- 1.2 You are permitted to use the Logo on the Licensed Products provided that such use is in accordance with the guidelines specified in Schedule 3 (**Brand Guidelines**). You shall comply strictly with the Brand Guidelines. We shall be entitled to amend the Brand Guidelines at any time during the term of this agreement by giving you not less than **[3]** months' notice in writing.
- 1.3 To the fullest extent permitted by law, the Licensor shall not be liable to the Licensee for any costs, expenses, loss or damage (whether direct, indirect or consequential, and whether economic or other) arising from the Licensee's exercise of the rights granted to it under this agreement.
- 1.4 Nothing in this agreement shall have the effect of excluding or limiting any liability for death or personal injury caused by negligence or for fraud.

#### 2. TITLE AND GOODWILL

- 2.1 You acknowledge that we are the owner of all intellectual property rights in the Logo and that any goodwill derived from your use of the Logo shall accrue to us. **[If we request you to enter into an assignment confirming that the goodwill is owned by us you will execute it promptly and return the signed document to us as soon as possible.]**
- 2.2 You shall not do, or omit to do, or permit to be done, any act that will or may weaken, damage or be detrimental to the reputation or goodwill associated with the Licensor or the Logo.
- 2.3 You shall not apply for, or obtain, a trade mark registration of the Logo for any goods or services in any country. You shall not apply for, or obtain, registration of any trade or service mark in any country which consists of, or comprises, or is confusingly similar to, the Logo.

#### 3. YOUR OBLIGATIONS

- 3.1 You hereby agree that during the term:
  - (a) you will indemnify us and shall at all times keep us indemnified against all actions, proceeds, costs, claims and damages whatsoever incurred by or awarded against us and compensation agreed by us in consequence of any breach or non-performance by you of any of the warranties and undertakings in this agreement;

- (b) you shall, at your expense, carry product liability and comprehensive general liability insurance coverage of £[1/3/5 million] and shall supply the Licensor with a copy of such policy on request;
- (c) you shall ensure that the Licensed Products are safe for the use for which they were intended;
- (d) you undertake to ensure that your advertising, marketing and promotion of the Licensed Products shall in no way reduce or diminish the reputation, image and prestige of the Logo or the Licensor;
- (e) you will obtain at your own expense all licences, permits and consents necessary for the manufacture and sale of the Licensed Products;
- (f) you shall not use in your business any other trade mark confusingly similar to the Logo and shall not use the Logo or any word confusingly similar to the Logo as, or as part of, your corporate or trading name; and
- (g) you shall not grant sub-licences under this agreement.

3.2 You acknowledge that the Logo will be used by other food producers in the Malton area and that the Licensor is under no obligation to notify you if it licences the Logo to a business producing similar products.

**4. DURATION AND TERMINATION**

4.1 This agreement shall commence on the date of this Agreement. The Licensor shall have the right to terminate this agreement with immediate effect at any time by giving notice in writing to the Licensee.

4.2 On expiry or termination of this agreement for any reason and subject to any express provisions set out elsewhere in this agreement:

- (a) all rights and licences granted pursuant to this agreement shall cease; and
- (b) the Licensee shall cease to use the Logo except that for a period of 3 months after the date of termination the Licensee shall be permitted to sell Licensed Products that display the Logo. At the end of such 3 month period the Licensee shall promptly destroy or, if the Licensor shall so elect, deliver to the Licensor or any other person designated by the Licensor, at the Licensee's expense, all packaging displaying the Logo that remains in its possession.

**5. GOVERNING LAW AND JURISDICTION**

This agreement and any dispute or claim arising out of it or in connection with it or its subject matter or formation (including non-contractual disputes or claims) shall be governed by and construed in accordance with the law of England and Wales. The parties irrevocably agree that the courts of England and Wales shall have exclusive jurisdiction to settle any dispute or claim that arises out of or in connection with this agreement or its subject matter or formation (including non-contractual disputes or claims).

SIGNED ON BEHALF OF MALTON COMMUNITY INTEREST COMPANY	SIGNED ON BEHALF OF THE CUSTOMER
.....	.....

**Schedule 1**

**The Logo**

**Schedule 2**

**The Licensed Products**

### **Schedule 3**

#### **The Brand Guidelines**

The Logo must be used as follows:

- (a) only on packaging of Licensed Products. You may not use the Logo on advertising and promotional materials for the Licensed Products or your website except in so far as such materials include photographs of the Licensed Products displaying the Logo.
- (b) in the form set out in Schedule 1. The Logo must not be amended, changed or varied in any way except that the size may be varied.
- (c) the following wording must be included on the packaging of the Licensed Products.  
"Made by [LICENSEE] in Malton, North Yorkshire. The 'Made in Malton' logo is owned by Malton Community Interest Company.
- (d) printed at a minimum resolution of 300dpi at 100% size and shall not be less than 20mm in diameter.