

**TRADE MARK LICENCE**

**AGREEMENT DATED.....**

**BETWEEN**

**(1) COMPANY A** registered with  
[xxxxx] (“the Licensor”)

**(2) COMPANY B** registered with  
[xxxxx] (“the Licensee”)

**RECITALS**

(A) The Licensor is the proprietor

(B) It has been agreed that the Licensee  
has been granted a licence to use the Trade Mark  
(in accordance with the terms of the Licence  
agreement).

**IT IS AGREED:**

**1. Definitions and Interpretation**

1.1 In this agreement, unless the context  
otherwise requires, the words and expressions  
shall have the following meanings:

“Calendar Quarter” means the period from  
1 January to 31 March, 1 April to 30 June,  
1 July to 31 September and 1 October to 31 December

“the Products” means [widely marketed  
products]

“the Quality Control Standards” means the  
standards for the Products as set by the Licensor  
and the Licensee from time-to-time

“the Royalty” means the royalty payable by  
the Licensee to the Licensor in accordance with  
Clause 3 ;

“the Territory” means England, Wales and  
the City of London

“the Trade Marks” means the trade marks  
set out in Schedule 1

1.2 Words denoting the singular shall include  
the plural and vice versa

1.3 References to Clauses and Schedules shall  
include references to the corresponding Clauses  
and Schedules of this agreement.

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**2. Grant of Licence**

2.1 The Licensor hereby grants the Licensee the right to use the Trade Marks in the Territory in accordance with the terms of this License.

2.2 The Licensee shall faithfully and exclusively use the Trade Marks.

2.3 The Licensor shall have the right to request the Licensee to allow the Licensor or its authorised representatives up to 24 hours to inspect the premises of the Licensee to check that the Quality Control System is being properly implemented.

2.4 The Licensee shall use all reasonable endeavours to extend the sale of the Products in the Territory.

**3. Royalty**

3.1 The Licensee shall pay the Royalty to the Licensor in accordance with the following terms:

3.2 Following the completion of the Licensee's financial year, the Licensor a statement setting out the Royalty payable for the immediately preceding Calendar Year. The Licensor shall issue a VAT invoice for the Royalty payable within 14 days.

3.3 All Royalty payable under this License shall be subject to the deduction of withholding tax, but the Licensee shall be required to supply the Licensor with such certificates as the Licensor may reasonably require to set off such tax.

3.4 The Licensor shall have the right to request the Licensee to allow the Licensor or its authorised representatives up to 24 hours to inspect the books and records of the Licensee to verify the Royalty statements provided by the Licensee.

**4. Warranties and Indemnities**

4.1 The Licensor warrants that the Licensee is the sole licensee of the Trade Marks subsisting and that all renewal fees have been paid and the Licensor shall endeavour to prosecute the application of the Trade Marks.

4.2 The Licensor undertakes that the Licensee shall not be liable for the Trade Marks as they fall due.

4.3 The Licensee agrees to indemnify the Licensor for all legal costs, damages and proceedings and agrees to maintain in force a valid and effective trade mark registration for the Trade Marks.

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**5. Infringement of the Trade**

5.1 The Licensee shall inform the Licensor of or unfair competition relating to the Licensee's activities and shall provide all reasonable assistance to the Licensor to commence proceedings in its own name against the Licensor.

5.2 The Licensee shall inform the Licensor of the Trade Marks in the Territory in which the Licensee shall consult on the appropriate action to take in any such claim without the prior written consent of the Licensor.

**6. Term and Termination**

6.1 This agreement shall continue in force thereafter, subject to Clause 6.2, until the Licensee gives 6 months written notice to terminate this agreement.

6.2 Either Party may terminate this agreement either:

(a) if the Licensee commits a material breach of the terms of this agreement and the Licensor gives written notice of such breach; or

(b) if the Licensor has a receiver, administrator or any of its assets has a petition presented to pay its debts as they become due.

**6. Notices**

Any notice which either Party is required to give in writing and shall be signed and served on the other Party. Notice shall be served by leaving it at the last known address of the other Party by recorded delivery post to the addressee at the time by such Party.

**7. No Partnership or Agency**

Nothing in this agreement shall create a partnership between the Parties.

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**8. Assignment**

Neither Party may assign its rights or obligations under this Agreement without the prior written consent of the other Party.

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**9. Further Assurances**

Both Parties shall execute all such documents, acts and things as the other Party may reasonably require in order to give full effect to the provisions of this Agreement into full force and effect.

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**10. General**

This Agreement constitutes the entire agreement between the Parties relating to the subject matter hereof and supersedes all previous arrangements.

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arrangement

**11. Law and Jurisdiction**

This Agreement shall be governed by English law and the Parties submit to the jurisdiction of the courts of England and Wales.

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