

(To be executed in the Non Judicial Stamp Paper of Rs.100/-)

Certification Mark License Agreement

THIS AGREEMENT is made the _____ day of _____
20-- between Tea Board, India, 14, B.T.M. Sarani (Brabourne Road),
Kolkata-700001 of the first part (herein called "the Proprietor") and
_____ of the second part
(herein called "the Licensee")

WHEREAS

- A. The proprietor is the owner of a Certification Trade Mark under No. 1366266(hereinafter called "the Mark") relating to tea in class 30, in accordance with the provisions of the Trade Marks Act, 1999 as amended from time to time (hereinafter called the "Act"), particulars of which Mark are set out in Schedule I of this Agreement;

- B. The Licensee has applied to the Proprietor for an authorization, entitling him/them to use the Mark in respect of **retail packs** of tea not more than five kilograms confirming to the requirements as set forth in Schedule II(hereinafter called "the licensed goods") within the territory of India (hereinafter called "the Territory").

NOW THIS AGREEMENT WITNESSETH that in consideration of the mutual promises and covenants hereinafter contained, the Proprietor and the Licensee hereby agree to the following terms and conditions.

1. DEFINITIONS

- 1.1 For the purpose of this agreement, unless the context otherwise requires, the following definitions shall apply:

- (A) "The Proprietor" means The Tea Board, India, of the address 14, B.T.M. Sarani (Brabourne Road), Kolkata-700001, India;
- (B) "Certification Mark" means the certification trade mark registered under No.1366266 for the India Tea Logo in Class 30 in respect of tea;
- (C) "Licensee" shall include any individual or company or association or body of individuals, whether incorporated or not;
- (D) "Authorized user" means any person for the time being issued with a subsisting License;
- (E) "License" means a license issued by the Proprietor in accordance with the terms of this agreement;
- (F) "Licensed goods" means hundred percent (100%) tea which has been cultivated, grown or produced in the tea gardens situated within the territory of India;
- (G) "Packet tea" means tea packed or in unit packs or containers of the types which are ordinarily put up for the purposes of **retail sale** under a brand name;
- (H) "Packer" means an authorized user who packs tea in the packets as described in paragraph (G) above;
- (I) "Producer" means an authorized user who cultivates, grows and produces tea conforming to the requirements as set forth in Schedule II;

2. GRANT OF LICENSE AND TERMS

- 2.1 The Proprietor hereby grants to the Licensee a non-exclusive license to use the Mark on the packaging in which the licensed goods are packed in the Territory for commercial use in accordance with the terms and conditions stipulated herein.
- 2.2 In consideration of the rights of the authorized or permitted use granted hereunder, the Licensee shall pay to the Proprietor a one-time registration fee and a renewal fee in accordance with Schedule III towards its operational and administrative costs in controlling the use of the Mark.
- 2.3 This License shall come into force from the date hereof and shall continue for one year from the date of signing hereof and shall be subjected to renewal each year thereafter unless terminated in writing by either party for reasons of breach of the conditions of this License.
- 2.4 The rights granted under this License are valid for the territory of India only.
- 2.5 The Licensee shall immediately stop using the Mark in the event the agreement is not renewed or the agreement is terminated.
- 2.6 The Licensee agrees that the Proprietor's authorized representatives shall be entitled to inspect, prior to and after the grant of the rights herein, as and when desired by the Proprietor, the Licensee's premises for the purpose of inspecting the same and/or taking samples of the tea and/or packaging used by the Licensee.

3. REPRESENTATIONS AND WARRANTIES

- 3.1 The Proprietor warrants and represents to the Licensee that it is the owner of the Mark and that the Mark or any part of it does not and

will not infringe or otherwise conflict or prejudice or interfere with any rights whatsoever of any third parties.

- 3.2 The Proprietor warrants and represents to the Licensee that the power of issuing and canceling a license vests solely with the Proprietor and that the Mark shall not be used by any person except an authorized user.
- 3.3 The Licensee represents and warrants that it shall only use the Mark upon or in relation to **retail packs** of the licensed goods up to five kilograms, containing hundred percent (100%) tea which has been cultivated, grown or produced in the tea gardens situated within the territory of India and shall observe such other standards of quality as are laid down by the Proprietor under this agreement.
- 3.4 The Licensee represents and warrants that it shall use the Mark on the licensed goods in the following manner:
 - a. The logo should be of such size which is easily noticeable to the ordinary consumer.
 - b. The colour of the INDIA TEA Logo shall be deep black.
 - c. All packets shall bear the statement "Certification Trade Mark of the Tea Board, India, under No.1366266, used under license" right beneath the Mark.
- 3.5 The Licensee shall not use the Mark in a manner which is deceptive or which would bring the Mark into disrepute.
- 3.6 In particular, but without limitation of or prejudice to the generality of the foregoing, the Licensee undertakes to refrain from:
 - 3.6(a) registering the Mark or any deceptive variations thereof as a trade mark or any other form of intellectual property including copyright in respect of any goods;
 - 3.6(b) using for any purpose a mark identical with or similar to the Mark except as permitted by the Proprietor in this Agreement;

- 3.6(c) using the name 'India Tea' as part of its corporate name or trading style.
 - 3.6(d) opposing the use and/or registration by the Proprietor of the Mark as a certification mark/ geographical indication or similar right including copyright or contesting the validity of any such registration or pending application(s) before any forum;
 - 3.6(e) causing or assisting any person to do any of the things mentioned in the above sub-clauses 3.6(a) to 3.6(e)
 - 3.6(f) challenging the Proprietor's ownership of the Mark.
- 3.7 The Licensee shall not sub license or assign or otherwise transfer the rights granted under this License.
- 3.8 The obligations set out in the above clause 3.6 hereinbefore shall survive termination of this Agreement for whatsoever reason.
- 3.9 The Licensee undertakes to bring to the notice of the Proprietor all cases of wrongful use or infringement of the Mark or attempted registration of the Mark or any deceptive variations thereof as a trade mark or otherwise. In the event of the Proprietor undertaking 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.

4. NOTICES

- 4.1 Any notice given by the Proprietor in pursuance of this authorization to the Licensee shall be deemed to have been duly given if forwarded through the post by prepaid letter addressed to the Licensee at its/ his address. 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 IPR cell, Tea Proprietor, 14, B.T.M. Sarani, Kolkata 700 001.

5. GOVERNING LAW

5.1 This Agreement shall be governed by and construed in accordance with the laws of India.

IN WITNESS WHEREOF the Proprietor and the Licensee have executed this Agreement on the date and year, as aforementioned.

SIGNED BY
for and on behalf of the PROPRIETOR

SIGNED BY
for and on behalf of the LICENSEE

SCHEDULE I

INDIA TEA (Logo)

Certification Trade Mark



SCHEDULE II

1. The use of the Mark is restricted to tea which strictly meets the following requirements to the extent that the tea:
 - (a) is cultivated, grown or produced in the tea gardens situated within the territory of India;
 - (b) has been processed and manufactured in a factory located in the tea gardens situated within the territory of India; and
 - (d) possesses the quality parameters as stipulated by the FSSAI from time to time.

Explanation

- (i) The Mark shall be used only on such packets wherein the tea meets the above criteria;
 - (ii) The Mark may be used in relation to a blend of Indian teas, provided such blend of Indian teas are drawn from one or more than one area or garden situated within the territory of India.
 - (iii) The Mark shall not be used in relation to a mixture of Indian tea/s with teas of other countries, even where phrases incorporating the word "blend" such as "Indian tea blend" or "Blended Indian tea" are used.
2. The Proprietor shall have the right to issue Guidelines/Circulars from time to time for effective administration of the Mark and such Guidelines/Circulars shall be binding on the Licensees'.

SCHEDULE III:

In INR	One time registration Rs. 25000/- Renewal Fees: Rs. 10000/-
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The Proprietor has the power to revise the license fees upwards by giving six months' notice in writing to the Licensee, provided two years have elapsed following the effective date of the permission. The Proprietor will act fairly in determining the amount of use fees as it is a non-profit-making body.