

Protection and administration of NILGIRI (Orthodox) tea in India

The procedure is as follows:

1. Application in Form-I
2. Signing of appropriate License Agreement (2 copies) attached as Schedule IV on plain paper, signature on all pages by the authorized signatory of the applicant company with official company seal on the last page. This is to be sent to Tea Board by post. The License Agreement is for use of the NILGIRI (Orthodox) Word and/or logo marks.
3. Payment of Use Fees as per Schedule V
4. Issuance of User License Number to applicant (signed photocopy of agreement will be sent to the applicant at this stage). This User License Number is to be carried on all packs along with the statement “NILGIRI (Orthodox) Word and NILGIRI (Orthodox) Logo – protected intellectual property of Tea Board, India used under license”. This statement can be put on side panel of packs.
5. Filing of Annual Report in the form given under Schedule VI on quantities sold under the NILGIRI (Orthodox) word/ Logo (for renewal of permission).

Form 1

On the Letterhead of Applicant

I/We* wish to execute the License Agreement with the Tea Board of India for use of the NILGIRI (Orthodox) Word under application no. _____ and/or NILGIRI (Orthodox) Logo under application no. _____ and enclose an A/C payee demand draft for Rs. [] payable to the Tea Board of India towards payment of the annual License Fee.

I/We* agree to abide by the attached Regulations as well as the terms of the License Agreement in relation to my/our* use of the Certification Mark/s.

1. Name of applicant in block letters (specify whether company, partnership, individual, etc):
2. Description of applicant (please circle those which are applicable): Packer /Blender/ Importer / Bulk Supplier or Wholesaler / Auctioneer/ Owner of Retail Store / Tea Boutique / Producer/Manufacturer/BLF / Others: (please specify) _____
3. Descriptions of the product where the logo would be applied (please circle those which are applicable): Packet/Tea Bags/ Bulk packages/ Others: (Please specify) _____
4. Complete Postal Address including Telephone number, Fax & Email:
5. Full Detail of places from where the Tea can be lifted for quality assessment:

I hereby declare that the aforesaid information is true and correct to the best of my/our knowledge and belief.

Place:

Date:

(Authorized Signatory of the Applicant or the Applicant)

Verification:

* Checked and verified the above information and recommended the applicant for getting License for use of the NILGIRI (Orthodox) Tea Logo and/or word mark. This may be done either by Tea Association, TTAC, CTTA, UPASI, NPA, FAITA, SITEA etc Registered Buyer/Seller/Broker/Manufacturer/Importer/Exporter registered with Tea Board of India.

Place:

Date:

(Authorized Signatories of Tea Trader's Association, TTAC, CTTA, SITEA, Registered Buyer/Seller/Broker/Manufacturer/Importer/ or Exporter

*(Authorized Signatories of such Tea Association, TTAC, CTTA, Registered Buyer/Seller/Broker/Manufacturer/Importer or Exporter may sign. Before recommending please ensure the authenticity of the applicant.)

**strike out whichever is not applicable.*

INTRODUCTION TO THE CERTIFICATION MARK LICENSE PROGRAM

A. The Tea Board of India

All teas produced in the tea growing areas of India are administered by the Tea Board, India ("the Board") under the Tea Act, 1953 (hereinafter, called the Tea Act).

The Board was established by the Indian Government in 1953 for the purpose of controlling the Indian tea industry. The constitution of the Board is diverse and its members represent the Indian Parliament, owners of tea estates, growers of tea, the Governments of the principal tea growing states of India, employees of tea estates, exporters of tea, internal traders of tea, tea manufacturers and tea consumers.

The objects of the Board are, inter alia, to regulate the production and cultivation of tea in India, to encourage research, to regulate the sale and export of tea, to provide training in tea testing and fixing grade standards of tea, and improving the marketing of tea in India and abroad. The Board has a number of statutory duties and functions under the Tea Act and its various enabling Orders which govern production, quality assurance marketing and export of teas.

The Board is not involved in the manufacture or trade of tea and is run on a non-profit making basis.

B. Orthodox Tea from the District of NILGIRI, India

The Nilgiri District is located in the state of Tamil Nadu in southern India. It is situated at an elevation of 1000 to 2636 meters above the mean sea level and receives an average rainfall of 1100 mm to 1900 mms. Currently, there are 41 tea estates located within the Nilgiri District cultivating, growing or producing NILGIRI (Orthodox) tea. These tea estates fall within the four Taluks of Nilgiri District viz., Coonoor, Kundah, Udthagamandalam and Kotagiri. All tea estates are situated at elevations above 1500 meters on steep slopes which provide ideal natural drainage for the generous rainfall the District receives.

NILGIRI (Orthodox) tea is delicately fragrant, exquisitely aromatic with high tones of delicate floral notes and has golden yellow liquor which is crisply brisk and bright with lingering notes of dusk flowers with an undercurrent of briskness and creamy mouth feel. The rare flavour of NILGIRI (Orthodox) tea is a result of combination of plant genes, soil chemistry, elevations, mean temperature and rainfall and relative humidity unique to the Nilgiri District. Climatic conditions in the Nilgiri District are characterized by cold, dry and misty weather during most part of the year. These conditions are known to accentuate the production of desirable volatiles (flavoury Compounds) responsible for the aroma of NILGIRI (Orthodox) tea. Very fine plucking and proper manufacturing conditions also attribute to the high level of flavour. NILGIRI (Orthodox) tea is known for its antioxidant properties and is rich in essential quality constituents and possesses high content of protein, amino acids and carotinoid. For these special characteristics, NILGIRI (Orthodox) tea enjoys public recognition and patronage worldwide.

Ever since its establishment, the Board has had sole control over the growing, selling and exporting of NILGIRI (Orthodox) tea. It is that control which has given rise to the reputation enjoyed by NILGIRI (Orthodox) tea.

C. Regulations and the Licensing Program

In order to ensure that the reputation of NILGIRI (Orthodox) tea is maintained, all dealers of NILGIRI (Orthodox) tea, whether they are producers, exporters or sellers, are required to register with the Board. The Board adopts an inclusive approach in registering dealers of NILGIRI (Orthodox) tea.

Additionally, in an endeavour to promote the NILGIRI (Orthodox) tea as a origin tea, the Board had created the NILGIRI (Orthodox) logo (variant of the NILGIRI logo administered by the Board since the mid-eighties). NILGIRI (Orthodox) word and logo (the Certification Marks) can only be applied to such tea as has been certified by the Board as conforming to the standards and characteristics laid down in this regard. The Board had obtained registration of the NILGIRI (Orthodox) word and logo as Geographical Indications under the Geographical Indications of Goods (Registration and Protection) Act, 1999. on 19th Nov, 2007.

The Regulations governing use of the Certification Marks ensures that integrity of NILGIRI (Orthodox) tea is maintained and affords the Board the necessary information and control over the NILGIRI (Orthodox) tea industry to ensure that tea sold worldwide as NILGIRI (Orthodox) tea meets the criteria set forth by the Board.

Further, the Board has put in place a licensing program which ensures that (a) tea sold as NILGIRI (Orthodox) tea is genuine and (b) all sellers of genuine NILGIRI (Orthodox) tea are duly licensed. All licenses to use the Certification Marks incorporate the Regulations by reference and a license to use the Certification Marks will be granted without discrimination to anyone who applies, provided the tea meets the required criteria. This is in the interest of both the tea trade and the tea consumer.

REGULATIONS GOVERNING USE OF THE CERTIFICATION MARKS



NILGIRI (Orthodox) (logo)

Indian Application No. 2332495 dated 16.5.2012

&

NILGIRI (Orthodox) (word)

Indian Application No. 2332496 dated 16.5.2012

In respect of Tea in India

1. GENERAL DEFINITION

For the purpose of these Regulations, unless the context otherwise requires, the following definition shall apply:

- (a) "Proprietor" means Tea Board of India, 14 Biplabi Trailokya Maharaj Sarani (Brabourne Road), P O Box No 2172, Calcutta 700001, India;
- (b) "Certification Marks" means the certification marks NILGIRI (Orthodox) (word) under application no. 2332496 and NILGIRI (Orthodox) (Logo) under application no. 2332495 depicted in Schedule I hereto;
- (c) "Person" shall include any company or association or body of individuals, whether incorporated or not;
- (d) "License" means a license issued by the Proprietor in accordance with these Regulations;
- (e) "Authorized User" means any person with a subsisting License from the Proprietor to use the Certification Marks;
- (f) "User License Number" means the number issued to the Authorized User on issuance of a License.
- (g) "Packet tea" means tea packed in unit packs or containers of the types which are ordinarily put up for the purposes of retail sale under the Certification Mark/s.
- (h) "Register" means the Register of Authorized Users of the Certification Mark/s maintained by the Proprietor.

2. DEFINITION OF "NILGIRI (ORTHODOX) TEA"

NILGIRI (Orthodox) tea is tea that:

- (a) is cultivated, grown or produced in one of the tea estates listed in the geographic area listed in the attached Schedule II and which have been

- registered with the Proprietor in accordance with the provisions of the (Indian) Tea Act, 1953 or any relevant law which may replace this Act;
- (b) has been cultivated, grown or produced in one of the tea estates listed in Schedule III (which may be amended from time to time by the Proprietor);
 - (c) has been processed and manufactured in a factory located in the geographic area listed in the attached Schedule II;
 - (d) **is delicately fragrant, exquisitely aromatic with high tones of delicate floral notes and has golden yellow liquor which is crisply brisk and bright with lingering notes of dusk flowers with an undercurrent of briskness and creamy mouth feel**, typical of tea cultivated, grown and produced in the geographic area listed in the attached Schedule II; and
 - (e) when tested by expert tea tasters on behalf of the Proprietor, is determined to have the of taste, aroma and mouth feel of the characteristics described in (d) above.

3. OWNERSHIP OF CERTIFICATION MARKS

The Certification Marks are the absolute property of the Proprietor and shall not be used by any person except an Authorized User. The power of issuing and terminating a license is vested with the Proprietor. The decision to issue and/or cancel a license is dependent solely on the Authorized User's continued conformity with the criteria set forth herein.

4. USE OF THE CERTIFICATION MARKS

- 4.1. In order to ensure that the Certification Marks are only used by an Authorized User pursuant to the standards set forth in this section, all Authorized Users will be required to execute a License attached as Schedule IV governing their use of the Certification Marks. In consideration of the rights of Licensed use of the Certification Marks granted to the Authorized Users, the Proprietor shall charge Authorized Users License fee in terms of schedule attached as Schedule V. Every applicant for a License to use the Certification Marks undertakes that the tea in respect whereof the Certification Marks will be used conforms to these Regulations and the terms of the License.

- 4.2 The Certification Marks shall be applied to or used only in relation to such tea that satisfies the characteristics of NILGIRI (Orthodox) tea as set forth in Section 2 of these Regulations. Specifically, except as set forth in Sections 5.3 and 5.4 below, the Certification Marks, whether used in conjunction or isolation, shall always be used to certify that 100% of the tea is derived from a single tea estate listed in Schedule III.
- 4.3 The Certification Marks may be used in relation to a blend of NILGIRI (Orthodox) tea drawn from more than one tea estate listed in Schedule III only if each tea constituting the blend is derived from the tea estates listed in Schedule III. In such case, the packaging for the tea must clearly indicate that the tea is a blend of NILGIRI (Orthodox) tea with prominent use of the term “blend” or the term “blended.”
- 4.4 The Certification Marks **shall** not be used in relation to a mixture of NILGIRI (Orthodox) tea with teas of origin other than that originating from the geographic area listed in Schedule II. If NILGIRI (Orthodox) tea is one of the components of a tea mixture that includes some portion of tea that does not conform to the characteristics defined in Section 2, the tea mixture must not be named or referred to as “NILGIRI (Orthodox) tea” and the word “NILGIRI (Orthodox)” may only be used and must be used on the packaging to accurately set forth the proportion of NILGIRI (Orthodox) tea in the tea mixture (e.g., in a list of ingredients). In such cases, the term “NILGIRI (Orthodox)” must appear in a font, design and size that does not misrepresent to the consumer the content and origin of the mixture.
- 4.5 The Certification Marks shall be applied to packaging for NILGIRI (Orthodox) tea so that they are clearly visible to the purchasers / consumers. All representations of the Certification Marks shall be accompanied by an indication that they are certification marks of the Proprietor. Subject to these Regulations, the Authorized User shall decide the way in which the Certification Marks may be represented including specifications as to the colour, size and lettering of the Certification Marks (with the exception of the NILGIRI (Orthodox) Logo, which must appear as presented in Schedule I

hereto) and what matter of any description may be used in close association with the Certification Mark and in what relationship, except that the Certification Marks must appear in a different size or font than the Authorized User's trademarks and company name. In the event of any representation of the Certification Mark being considered unsuitable by the Proprietor, the Authorized User shall terminate such use.

- 4.6.1 Authorized User **shall** not use or seek to register the Certification Marks as a trademark, or as part of a trademark or trade name, for the goods or services of the Authorized User.
- 4.6.2 **Authorised User shall stop using the Certification Marks in the event of it being not renewed by the user or it is terminated by the Proprietor.**

5. HOW THE SCHEME WILL BE POLICED / MONITORED

- 5.1 In order to ensure the integrity of the supply chain of NILGIRI (Orthodox) tea and so that the Proprietor may monitor the quantity of NILGIRI (Orthodox) tea exported out of and sold in India, and for the purpose of ensuring that tea other than tea described in Section 2 of these Regulations is not being sold as NILGIRI (Orthodox) tea, for each calendar year, all Authorized Users shall submit to the Proprietor an annual report of purchases, sales and inventory of NILGIRI (Orthodox) tea, in the form of Schedule VI (the "Annual Report"). The Annual Report for each calendar year shall be due to the Proprietor immediately on the expiration thereof.
- 5.2 So that the Proprietor may monitor the legitimacy and quality of NILGIRI (Orthodox) tea exported out of and sold in India, at the Proprietor's request, Authorized User shall submit to Proprietor a sample of tea sold and/or packaging used by him/her. Authorized User shall submit any sample requested pursuant to this paragraph to the Proprietor within two (2) weeks of receipt of such request from the Proprietor.
- 5.3 So that Proprietor may monitor the legitimacy and quality of NILGIRI (Orthodox) tea exported out of and sold in India, Proprietor shall be entitled to inspect, prior to and after the grant of a license, during business hours and with reasonable notice to applicant/Authorized User, any premises where

NILGIRI (Orthodox) tea is being processed, manufactured, packed or stored, for the purpose of ensuring that the standards laid down by the Proprietor are being adhered to and complied with. Any License will be conditional on the Proprietor being so satisfied.

- 5.4 **The Proprietor shall have the right to issue Guidelines/Circulars from time to time effective for administration of the Certification Marks and such Guidelines/Circulars shall be binding on the Users.**

6. MAINTENANCE OF A REGISTER OF AUTHORIZED USERS

6.1 The Proprietor shall keep at its office an electronic Register wherein shall be entered the name, address and trade description of each Authorized User, the date of his registration, particulars concerning the cancellation of any previous License, and such other particulars as may from time to time be prescribed or deemed necessary by the Proprietor.

6.2 The Register will be available for inspection at Director of Tea Promotion, Tea Board, 5th Floor, 14, B.T.M. Sarani (Brabourne Road), P O Box No 2172, Kolkata 700 001, India. Any person wishing to inspect the Register shall give reasonable notice to the appropriate office of the Proprietor where such inspection is to take place.

7. BREACH OF LICENSE regime

7.1 These Regulations are incorporated into all licenses by reference. The Proprietor and/or Authorized User may terminate a License without prejudice to his other remedies forthwith by notice in writing to the other if the other party commits a breach of the License; provided that if the breach is capable of remedy the notice shall only be given if the party in breach shall not have remedied the same within one month of having been given notice in writing specifying the breach and requiring it to be remedied.

7.2 If an Authorized User uses the Certification Marks in an unauthorized, misleading or deceptive manner, or in any manner that defames or causes disrepute to NILGIRI (Orthodox) tea, or if the Authorized User is convicted of any offense leading to the discredit of his reputation or good faith as a trader, or is adjudicated bankrupt, or goes into liquidation (other than voluntary

liquidation for the purpose of amalgamation or reconstruction), or has a receiver appointed over his assets, the Proprietor may terminate the License.

- 7.3 If the Proprietor terminates a License pursuant to the provisions of the License and these Regulations, the former Authorized User **shall** not use the Certification Marks for any purpose. This provision survives termination of a License by the Proprietor.

8. PROCEDURE FOR RESOLVING DISPUTES

In the event of the issue of a License being refused or a License being terminated by the Proprietor, the person concerned shall, within the period of sixty days immediately succeeding the date of such refusal or termination, have the right to appeal against such refusal or cancellation to the Registrar of Trade Marks, India, provided that he at the same time gives notice of such appeal to the Proprietor. The decision of the Registrar of Trade Marks on such appeal (after submission to it of such written and/or oral representations as the parties decide to make or as it shall require) shall be final and binding on the Proprietor and the person concerned.

9. NOTICES

Any notice given by the Proprietor to an Authorized User pursuant to the Authorized User's license shall be deemed to have been duly given if forwarded through the post by prepaid letter addressed to the Authorized User set forth in its license. Any notice given by an Authorized User to the Proprietor shall be deemed to have been duly given if forwarded through the post by prepaid letter addressed to the Proprietor at Director of Tea Promotion, Tea Board, 5th Floor, 14, B.T.M. Sarani (Brabourne Road), PO Box 2172, Kolkata 700 001, India.

10. POWER TO AMEND

Subject to the consent of the Registrar of Trade Marks, the Proprietor may alter these Regulations in accordance with the provisions of the Trade Marks Act, 1999 or any other law for the time being in force in India

11. DELEGATION OF POWERS

The Proprietor may authorize such persons as deemed appropriate by it to make tests and inspections in pursuance of paragraph 5.3 of these Regulations on its behalf. Such persons may include, for example, expert tea tasters, public analysts or such other persons or bodies deemed competent under the relevant food laws and regulations in force in India from time to time. The Proprietor may require that an authorized user obtain a certificate from such a person in order to be entitled to use the Certification Marks. For the purpose only of making tests and inspections, the Proprietor may from time to time delegate its powers to a Management Committee duly appointed by a Resolution of the Proprietor, and/or its Board who may be appointed and selected to represent the Proprietor, subject always to such conditions as the Proprietor may from time to time impose. **Further, the proprietor may authorize by way of resolution, office order or circular any person serving under it to sign any agreement for effective administration of the Certification Marks.**

SCHEDULE I

NILGIRI (Orthodox)

Indian application No. 2332496

and



NILGIRI (Orthodox) (logo)

Indian application No. 2332495

In respect of Tea in class 30 in India

SCHEDULE II – GEOGRAPHIC AREA

The following areas within the District of Nilgiri in the State of Tamil Nadu, India;

- (i) hilly areas of Kotagiri Taluk,
- (ii) hilly areas of Kundha Taluk,
- (iii) hilly areas of Coonoor Taluk,
- (iv) hilly areas of Udhagamandalam Taluk

SCHEDULE III – LIST OF TEA ESTATES

S. No.	Name of Tea Estate
1	Alladavalley
2	Chamraj
3	Korakundah
4	Colacumbai T.F.
5	Glendale
6	Coonor Tea Estate
7	Parkside
8	Burnside Estate
9	Edaseryterramia T.E.
10	Craigmore Estate
11	Curzon Estate
12	Devashola Estate
13	Dunsandle
14	Erinkade Estate
15	Glenmorgan Estate
16	Havukal Estate
17	Kairbetta Estate
18	Katary Estate
19	Kil-Kotagiri Estate
20	Kodanad Estate
21	Kotada Estate
22	Welbeck Estate
23	Mailoor Estate
24	Nonsuch Estate
25	IBEX Lodge Tea Factory
26	Thiashola Estate
27	Tuttapullam Estate
28	Tiger Hill
29	Woodlands Estate

30	Guernsey T.F.
31	Pandian
32	Paramas Tea Industry
33	Quinshola ETF
34	Sutton Estate
35	Palmyrah Estate
36	Manar Estate
37	Deepdale Estate
38	Crofton Estate
39	Warwick Estate
40	Bengorm "B" Estate
41	Kamalin Estate
42	Moutere Estate
43	Adderley Estate
44	Billimalai Estate
45	Bengorm Tea Estate
46	Corsley Estate
47	Somerdale
48	Terramia
49	Singara Estate
50	Farm Tea Estate
51	Swamy & Swamy Plantations (Pvt) Ltd.

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

In INR.	One time registration Rs.3000/- Annual Renewal Fees - Rs.3000/-
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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.

SCHEDULE VI – ANNUAL REPORT

**ANNUAL TRANSACTIONS / INVENTORY OF NILGIRI (Orthodox) tea
(on the User's letterhead)**

User License Number:

Name:

Address:

Date:

Dear Sir(s),

The following is my/our declaration relating to the sale and stock of NILGIRI (Orthodox) tea held by me/us over the period stated above.

Opening stock of NILGIRI (Orthodox) tea as on: 1st January _____ (year): _____ kg.

Qty. of NILGIRI (Orthodox) tea purchased during the 12 month period: _____ kg.

S. No.	Supplier/source of purchase	Tea Estate Mark	Invoice number	Grade	Quantity	No. of packages

Qty. of NILGIRI (Orthodox) tea sold during the 12 month period: _____ kg. including
Qty of NILGIRI (Orthodox) tea exported during the 12 month period
_____ kg

Destination of NILGIRI (Orthodox) tea sold

- 1.
- 2.
- 3.

Any other details :

(Qty. sold under logo mark)

(Qty. sold under word mark)

Closing stock of NILGIRI (Orthodox) tea as on 31st December _____ (year) : _____ kg.

I/we* hereby certify that the information given above is correct and that we have not concealed any material facts.

Signature of User