

## User License Agreement

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

**THIS AGREEMENT** is made the \_\_\_\_\_ day of \_\_\_\_\_ 20-- between Tea Board, India, 14, B.T.M. Sarani (Brabourne Road), Kolkata 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 the Mark "NILGIRI (logo) (fully described in Schedule I hereto and hereinafter called the Mark) relating to tea which meets the requirements (fully detailed in Schedule II and hereinafter called the requirements) imposed by the Tea Board, India as a prerequisite to the grant of an authorization to use the Mark;

B. The Proprietor is the owner of artistic copyright in the NILGIRI logo under Indian registration no. A-67291/2004.

C. The Licensee has applied to the Proprietor for an authorization, entitling him to use the Mark in respect of **retails packs** of tea not more than five kilograms conforming to the requirements as set forth in Schedule II (hereinafter called "the 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 Board and the Licensee hereby agree to the following terms and conditions.

### 1. DEFINITIONS

1.1 In this Agreement, the term 'artistic work' shall have the same meaning as provided under the Indian Copyright Act, 1957.

1.2 "Copyright Act" means the Indian Copyright Act, 1957 as amended or modified from time to time.

## **2. GRANT OF LICENSE AND TERMS**

2.1 The Board hereby grants to the Licensee a non-exclusive license, authorization or permission to use within the Territory the Mark in respect of the Goods.

2.2 In consideration of the rights of authorized or permitted use granted hereunder, the Licensee shall pay to the Board 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.

2.2 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.

2.3 The rights granted under this License are valid for the territory of India.

2.4 The Licensee shall immediately stop using the Mark in the event the agreement is not renewed or the agreement is terminated.

2.5 The Licensee agrees that Board's authorised representatives shall be entitled to inspect, prior to and after the grant of the rights herein, as and when desired by the Board, 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 Board 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 Licensee represents and warrants to the Board that it shall always use the Mark on retail packs of tea up to five kilograms containing hundred percentage (100%) Nilgiri tea only and that it shall use the Mark in the tea packets in the following manner:

a. The colour of the logo of NILGIRI shall be Violet as per colour code 666 C of Pantone and the background colour where the logo is to be used shall be white

b. The logo should be of such size which could be easily noticeable to the ordinary consumer.

c. All packets shall bear the statement "Registered Artistic work of the Tea Board under No. A-67291/2004, used under license" right beneath the Mark.

3.3 The Licensee shall not use the Mark in a manner which is deceptive or which would bring the Mark into disrepute.

3.4 In particular, but without limitation of or prejudice to the generality of the foregoing, the Licensee undertakes to refrain from:

3.4(a) registering the Mark or any deceptive variations thereof as a trade mark in respect of any goods;

3.4(b) using for any purpose a mark identical with or similar to the Mark except as permitted by the Board in this Agreement;

3.4(c) using the name 'Nilgiri' as part of its corporate name or trading style.

3.4(d) opposing the use and the registration by the Board of the Mark as a certification mark/ geographical indication or similar right or contesting the validity of any such registration or pending application before any forum;

3.4(e) causing or assisting any person to do any of the things mentioned in the above sub-clauses 3.4(a) to 3.4(e)

3.4(f) challenging the Board's ownership of the Mark.

3.5 The Licensee shall not sub license or assign or otherwise transfer the rights granted under this License.

3.6 The obligations set out in the above clause 3.4 hereinbefore shall survive termination of this Agreement for whatsoever reason.

3.7 The Licensee undertakes to bring to the notice of the Board 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 Board undertaking any action to restrain or punish such act or acts, the Licensee agrees to co-operate fully and freely with the Board and undertakes to do all such acts and things as the Licensee shall reasonably require to assist the Board in any legal proceedings.

**4. NOTICES**

4.1 Any notice given by the Board 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 Board shall be deemed to have been duly given if forwarded through the post by prepaid letter addressed to the IPR cell, Tea Board, 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 Board and the Licensee have executed this Agreement the date and year first above written.

SIGNED BY

for and on behalf of the BOARD

Date:

SIGNED BY

for and on behalf of the LICENSEE

Date:

SCHEDULE I

**NILGIRI (Logo)**



## 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 within the district of Nilgiri in the State of Tamil Nadu;
  - (b) has been processed and manufactured in a factory located district of Nilgiri in the State of Tamil Nadu; and
  - (d) possess the quality parameters as stipulated by the FSSAI from time to time.

### Explanation

- (i) The Mark shall be used only in such packets wherein the tea meets the above criteria;
  - (ii) The Mark may also be used in relation to a blend of NILGIRI teas drawn from more than one tea garden/tea factory in district of Nilgiri in the State of Tamil Nadu, India.
  - (iii) The mark shall not be used in relation to a mixture of NILGIRI tea with teas of other origin.
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. 3000/-  Renewal Fees: Rs.3000/-
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The Proprietor has the power to revise the Licensee 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.