**Agreement To Use Trade Mark**

This  Agreement To Use Trade Mark is made between the following:

M/s\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_,

having their office at:\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

through their authorized person

( hereinafter known as the I st Party)

AND

M/s\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_,

having their office at:

\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

through their authorized person (Hereafter known as the II nd Party)

WHEREAS the I st Party is the manufacturer under a registered Trade Mark, more specifically described in the ANNEXURE A to this Agreement To Use Trade Mark.

WHEREAS the II nd Party is manufacturing the same product in India under a separate agreement entered into between the parties hereto.

AND WHEREAS the I st Party declares that the Trade Mark is duly registered and is valid and subsisting and it has a right to allow the same to be used by any party even outside the country where it is registered.

AND WHEREAS the II nd Party has requested the I st Party to allow to use the same Trade Mark In the sale of the said product in India and which the II nd Party has agreed to do on the following terms and conditions agreed upon between the parties.

NOW IT IS AGREED BETWEEN THE PARTIES HERETO AS FOLLOWS:

1. The Ist Party agrees to allow and hereby grants the right to use the said Trade Mark mentioned In the Schedule hereunder written in relation to the said product manufactured and sold by the II nd Party in India till the validity of the registration of the said Trade Mark owned by the Ist Party.

2. The II nd Party shall get its name registered as the user of the said Trade Mark in India as required by the Indian Law and the Ist Party will give its written consent to the application that will be made by the II nd Party to the Registrar of Trade Marks in India for that purpose. All expenses required for that purpose will be on account of the II nd Party only.

3. The II nd Party and only II nd Party only will use the said Trade Mark only for the sale of the said product in India and not for any other goods or anywhere outside India under this Agreement To Use Trade Mark. The parties may however at their choice enter into any other agreement in this regard separately.

4. The Ist Party has agreed to allow the use of the said Trade Mark only If and so long as the said product is manufactured according to the specifications and standards laid down by the Ist Party and with the help of the know-how supplied by the Ist Party to the II nd Party. If at any time, the Ist Party finds that the said product is not up to such specifications and standards the Ist Party will be entitled to withdraw the license or permission granted by the Ist Party under this Agreement To Use Trade Mark and to cancel this Agreement To Use Trade Mark  giving three months’ prior notice to the II nd Party in that behalf.

5. In the event of the cancellation of this agreement under the above mentioned clause or any other provision herein contained, the II nd Party will forthwith stop the usage of the said Trade Mark and withdraw all advertisements, posters and other material referring to the said Trade Mark in any manner. In such event, the registration of the Trade Mark for user will also be got cancelled by the II nd Party. ,

6. In all advertisements. labels or packing’s, posters, and other material in which the said Trade Mark is used, it will also be mentioned that the Trade Mark belongs to the Ist Party and the II nd Party is allowed to use the same.

7. The II nd Party will be vigilant to see that the said Trade Mark or any other mark similar thereto is not used or passed off by any other person as the Trade Mark of that person and in the event of such use, shall take immediate legal action civil and/or criminal to prevent the use thereof or in the event of its being used to claim damages for infringement thereof. The Ist Party will, in such event execute a power of attorney in favour of the II nd Party authorizing the II nd Party to take such action, civil or criminal in the name of the Ist Party provided that such action shall not be taken without the written consent of the Ist Party and if taken shall not be further prosecuted unless it is ratified by the Ist Party in writing.

8. Except the right to use the said Trade Mark during the subsistence of this Agreement To Use Trade Mark. the II nd Party shall not have or claim to have any other right to the said Trade Mark.

9. In consideration of the permission or licence to use the said Trade Mark the II nd Party shall pay to the Ist Party the amount fixed as per the schedule under this Agreement To Use Trade Mark.

10. All payments to be made by one party hereto to the other under this Agreement To Use Trade Mark shall be subject to the permission of the Reserve Bank of India and shall be made in the manner sanctioned by the said Bank.

11. The said Letters of approval issued by the Government of India herein before recited and hereto annexed, shall be deemed to form part of this Agreement To Use Trade Mark and any term of this agreement which is contrary to or inconsistent with any term or condition of the said letter. the same will be treated as void and of no effect.

12. The duration of this agreement shall be from \_\_\_\_\_\_\_\_\_\_ to \_\_\_\_\_\_\_\_\_\_\_, subject to the other provisions herein contained. The said period may be extended by mutual consent.

13. This agreement will be treated as terminated on the happening of any of the events below mentioned.

(i) If any party hereto commits breach of any provisions of this agreement and the party who is alleged to have committed breach Is served with a notice by the other party, three months prior to the intended date of termination by the other party and the former party has failed to amend the breach within the said period.

(ii) If any event happens which will make the performance of this agreement impossible Including any force majeure event.

(iii) If either the II nd Party or the Ist Party goes into either voluntary or compulsory liquidation according to or under the law by which it is governed.

(iv) If the parties hereto mutually agree to terminate this agreement.

14. All the sanctions, approvals, permissions, licenses and other requirements of the Government of India and of any statutory authorities required for giving effect to all the terms and conditions. of this agreement shall be obtained by the II nd Party.

15. In the event of any dispute or difference arising between the parties hereto or as to the rights and obligations under this agreement or as to any claim, monetary or otherwise of one party against the other or as to the interpretation and effect of any terms and conditions of this agreement, such dispute or difference shall be referred to Arbitration of a common Arbitrator If agreed upon, otherwise to two Arbitrators one to be appointed by each of the parties to this agreement and such Arbitration shall be governed by the Indian Arbitration & Conciliation Act 1996. The venue for such Arbitration shall be at the place mutually agreed by both the parties India.

16. Any communication by one party to the other shall be made by at the address mentioned in this agreement.

17. In this agreement the expression know-how shall include technical information such as Inventories, formulae, process, engineering and manufacturing skill. scientific data, calculations, specifications, drawings, standards, sketches and all other relevant information and knowledge.

18. Each of the parties hereto shall be deemed to Include its successors or permitted assigns.

IN WITNESS WHEREOF the parties have put their respective seals the day and year first herein above written.

Ist Party

II nd Party

Witnesses  
1.

2.