
LICENSE AGREEMENT FOR USE OF BRAND NAME

BETWEEN

[full legal name entity 1]

AND

[full legal name entity 2]

DATED

[date, year]

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LICENSE AGREEMENT

This license agreement ("**the Agreement**") is considered a written confirmation of what has been agreed as from [date, year] ("**Effective Date**"),

BETWEEN

1. [full legal name entity 1], a company established under the laws of [country] and having its registered office at [full address], [country], duly represented by [full name and function], hereinafter referred to as "**Licensor**";

AND

2. [full legal name entity 2], a company established under the laws of [country] and having its registered office at [full address], [country], duly represented by [full name and function], hereinafter referred to as "**Licensee**";

Jointly hereinafter referred to as "**Parties**"

PRELIMINARY STATEMENTS

1. Licensor and Licensee are both part of the [XYZ] group of companies (hereinafter referred to as "[XYZ] group"), which is engaged in [insert brief description of relevant products/services];
2. Within [XYZ] group, Licensor is the legal and economic owner of the valuable [name] brand name and related manifestations (hereinafter the "[name] brand name");
3. Licensee is desirous of using the [name] brand name to support and enhance its business operations;
4. Licensor is willing to grant the use of the [name] brand name on the terms and conditions stated in this Agreement.

NOW, THEREFORE, IN CONSIDERATION OF THE MUTUAL COVENANTS CONTAINED HEREIN, LICENSOR AND LICENSEE AGREE AS FOLLOWS:

Article 1 Definitions

1. For the purpose of this Agreement, the following terms shall have the meaning assigned to them below unless the context requires otherwise:
 - a) Agreement means this License Agreement together with the Appendices hereto, as may be amended, modified or supplemented by the Parties from time to time.

4. Licensee shall not employ any other brand name or manifestations, except with consent of Licensor and shall at all times comply with the wishes of Licensor relating to the use thereof.
5. Licensee hereby acknowledge that Licensor is the sole and rightful owner of the brand name “[name]” in Licensee’s company name and of the related manifestations and agrees that it will not claim any rights in or to the [name] brand name save the permission to use them as specifically provided in this Agreement.
6. All costs and expenses for maintenance and enhancement of the [name] brand name shall be borne by Licensor.

Article 3 Infringements

1. Upon becoming aware of:
 - a. any infringement or suspected infringement of the [name] brand name in Licensee’s Territory, or
 - b. any application for the registration in the Territory which Licensee believes should be opposed, or
 - c. any matter or circumstance of whatsoever nature in the Territory which in the opinion of Licensee might affect the interests of the [XYZ] group under this Agreement,

Licensee shall forthwith notify Licensor thereof, but Licensee shall not institute any action or proceeding for infringement, opposition or otherwise or take any other steps for the protection of any of the [name] brand name unless requested or agreed to by Licensor.

2. If Licensor shall desire to institute any action or proceeding or take any other step for the protection of any of the [name] brand name in a Territory, Licensee shall, if so requested by Licensor, join with Licensor in all and any action and proceeding and steps which Licensor shall in its sole discretion determine to take.
3. All costs, other than those recovered, and expenses in any action or proceeding or other step pursuant to this clause shall be borne by Licensor.

Article 4 Royalties

Licensee shall pay Licensor a yearly royalty based on a percentage of the Net Turnover of Licensee. The applicable royalty rate is stated in Appendix B to this Agreement and will be reviewed on a regular basis.

Article 5 Accounts

1. Prior to each calendar year Licensor and Licensee will agree on a cost estimate with regard to the royalties that are expected for the year to come.

- c. maintain in full force and effect all licenses, permits, authorizations, registrations and qualifications from all applicable governmental departments and agencies to the extent necessary to perform its obligations hereunder.

Article 11 Miscellaneous

1. Both Parties will be released from their respective obligations in the event of national emergency, war, prohibitive governmental regulation or any other cause beyond the reasonable control of the parties or either of them renders the performance of the Agreement impossible whereupon: all money due under this agreement shall be paid immediately.
2. All amendments, changes or additions to this Agreement shall be put in writing. In the event any term or clause of this Agreement is found unlawful or unenforceable, it shall be severable without effect on the remaining terms of clauses hereof.
3. Any notice to be served on either of the Parties by the other shall be sent by prepaid deliveries, registered post or email. All communication shall be in the English language or other language as may be agreed.
4. The Parties agree that, in the performance of this Agreement, they are and shall be independent contractors. Nothing herein shall be construed to constitute either party as the agent of the other party for any purpose whatsoever, and neither party shall bind or attempt to bind the other party to any contract or the performance of any obligation, or represent to any third party that it has any right to enter into any binding obligation on the other party's behalf.
5. Licensee shall not be entitled to assign the benefit or delegate the burden of this Agreement.

Article 12 Applicable Law and Disputes

1. This Agreement shall be governed in all respects, including validity, interpretation and enforcement, by the laws of the [country].
2. Any dispute between the Parties regarding this Agreement shall be submitted to the exclusive jurisdiction of the competent courts of [city], [country].