



## NATIONAL COMMITTEES

## LICENSE AGREEMENT

**THIS AGREEMENT** is entered into this \_\_\_\_ day of \_\_\_\_\_, 200\_\_, by and between the *International Union for the Conservation of Nature and Natural Resources* (IUCN), by IUCN's Director General, having its headquarters at Rue Mauverney 28, Gland CH-1196, Switzerland [**Licensor**] and the *National Committee of* \_\_\_\_\_ (Insert name of Country), by \_\_\_\_\_ (Insert Title of Official of Committee) having its address at \_\_\_\_\_ (Insert postal and office address) [**Licensee**].

**Whereas**, The Licensor is the owner of all property and interest in the names, logo and trademarks enumerated in Article 1 below, and

**Whereas**, The Licensee, as a subsidiary Committee recognized by IUCN's Council, desires to use the names **IUCN**, and **IUCN-International Union for Conservation of Nature, International Union for the Conservation of Nature and Natural Resources**, and **World Conservation Congress**, in connection with its organizational name and logo, as the IUCN National Committee of \_\_\_\_\_ (Country) or IUCN Regional Committee of \_\_\_\_\_ (Region),

**Now, therefore**, in consideration of the mutual promises, covenants and conditions contained herein, it is hereby agreed as follows:

### 1. Ownership of Rights

The Licensor is the sole and exclusive owner of all rights in and to the property and interests in the names, logo and trademarks of **IUCN, IUCN-International Union for Conservation of Nature, International Union for the Conservation of Nature and Natural Resources**, and **World Conservation Congress** and, with the exception of the rights being licensed by this agreement, all other rights relating thereto are expressly reserved to the Licensor.



## 2. License Grant

The Licensor hereby grants to the Licensee an exclusive, non-transferable, non-assignable license, without the right to grant sublicenses, to use the names, logo and trademarks of **IUCN and IUCN-International Union for Conservation of Nature, International Union for the Conservation of Nature and Natural Resources, and World Conservation Congress**, solely on or in connection with the name, programme and activities of the *National Committee for* \_\_\_\_\_ (Insert name of country or region) and solely within the Licensee's territory of \_\_\_\_\_ (Insert name of country or region), and, for this purpose only, to affix such name, logo and trademark on or to letterhead, literature, packaging, educational materials, news media, advertising, websites, and materials distributed or sold in connection with the licensed names, logo or trademark.

## 3. Terms and Conditions

(A) The Agreement shall commence and be effective upon signature by the Director General of IUCN, or his/her duly authorized representative, and shall run for a term to expire within the close of the next successive World Conservation Congress, and if the Licensee is in full compliance with all of the terms and conditions hereof during that term, the Licensor agrees to grant to the Licensee an extension of the term to the close of the next successive World Conservation Congress, subject to further renewal on the same basis as the initial term.

(B) As a condition of the grant of this License, the Licensee shall maintain its status and activities in full compliance with the Statutes and Regulations of IUCN.

(C) As a condition of the grant of this License, the names, logo and trademarks shall be used only in conjunction with the words "National Committee" or "Regional Committee" to be followed respectively by the name of the country or region.

(D) As a condition of the grant of this License, the Licensee shall only use the names, logo and trademarks in accordance with below point 4 "Quality". Any revisions shall be sent by the Licensor to the Licensee at the address above stated, and shall be effective upon receipt by the Licensee.

## 4. Quality

(A) All uses of the IUCN letter-block design and the typeface of the names **IUCN and IUCN-International Union for Conservation of Nature, International Union for the Conservation of Nature and Natural Resources, and World Conservation Congress**, shall conform to the following: (a) the letters "**IUCN**" are to appear in Pantone 287, Pantone Reflex Blue or 100% black in color; (b) the words "**International Union for Conservation of Nature**" are always 100% black in color; (c) the sizes of the logo for "**IUCN**" shall be as stipulated on logosheets and boilerplates supplied by the headquarters of the International Union for Conservation of Nature and Natural Resources; (d) for most uses, the name and logo should appear on a white or light colored background; (e) no other graphic elements, including boxes, lines, or circles, should be used near or around the name and logo.

(B) Upon commencement of the use, distribution, sale or production of any products using the licensed names, logo or trademarks, the Licensee shall submit, at its own cost, samples of the documents or products employing the licensed names to the International Union for Conservation of Nature and Natural Resources, Rue Mauverney 28, CH-1196 Gland, Switzerland.



(C) In the event that the above-stated quality standards are not met or maintained throughout the term of this Agreement, the Licensor has the right to require that the Licensee immediately discontinue the use, distribution, manufacture, sale or display of the products which the Licensor finds, at its sole discretion, not to meet the quality standards.

## **5. Goodwill**

(A) The Licensee recognizes the value of the goodwill associated with the names, logo and trademarks and acknowledges that the property and trademarks have acquired secondary meaning. The Licensee agrees, during the term of the Agreement and thereafter, never to attack the rights of the Licensor in such property or trademarks or the validity of the License being granted by this agreement.

(B) The Licensee agrees that its use of the names, logo or trademarks inures to the benefit of the Licensor and that the Licensee shall not acquire any rights in the property or interest in the names, logo or trademarks.

## **6. Trademark and Copyright Protection and Infringements**

(A) The Licensor may obtain, at its own cost and in its own name, appropriate copyright and trademark protection for the names and logo and trademarks and property and the Licensee agrees to cooperate with the Licensor in protecting such property or trademarks.

(B) The Licensee agrees that it shall not at any time apply for any registration of any copyright, trademark or other designation which would affect the ownership of the names, logo or trademarks of the Licensor, nor file any document with any governmental authority to take any action which would affect the ownership of the property, interests or trademarks.

(C) The Licensee agrees that it shall, at no time, use or authorize the use of any trademark, trade name, name or logo or other designation identical with or colorably similar to the Licensor's names, logos or trademarks.

(D) The Licensee agrees to assist the Licensor in the enforcement of the Licensor's rights and interests in the property and trademarks. With respect to any claims or legal actions, the Licensor shall employ legal counsel of its own choice and shall be entitled to receive and retain all amounts awarded as damages in connection with such legal actions.

(E) Should the Licensor amend or alter its trademark, trade name, name or logo or other designation, the Licensee agrees to correspondingly make such amendments to its publications or use of the trademark, trade name, name or logo.

## **7. Termination**

(A) The Licensor shall have the right to terminate this Agreement at any time upon sixty (60) days' written notice to the Licensee, provided however that such termination shall not impair or affect any rights of the Licensor.

(B) Upon termination of the Agreement, the Licensee agrees immediately to discontinue the use, manufacture, display or other presentation of the names, logo or trademarks on any product or in any form whatsoever. The Licensee agrees that all legal rights and goodwill associated with the



Licensor's names, logos or trademarks remain the property of the Licensor and shall make no claim to them. The Licensee shall send to the Licensor, or destroy, all letterhead, literature, packaging, education materials, advertising, news media, web sites, and materials manufactured for distribution or sale on which the names, logos or trademarks of the Licensor appear.

## **8. Indemnification**

The Licensee shall defend, indemnify, and hold harmless the Licensor, its officers, employees, and agents from and against any losses and expenses, claims, legal actions or other liability, resulting from injury, defamation or other harm to any person or damage to property arising out of or in any way connected with the exercise of the license granted by this Agreement.

## **9. Waiver**

No waiver by the Licensor of a breach or default hereunder shall be deemed a waiver by such party of a subsequent break or default of a like or similar nature.

## **10. Severability**

Should any provision of this Agreement be determined to be unenforceable or in conflict with the law of any jurisdiction, then the validity of the remaining provisions shall not be affected by such a determination.

## **11. Governing Law**

This Agreement shall be construed in accordance with, and all disputes hereunder shall be governed by, the laws of Switzerland. The Licensor and Licensee agree to the jurisdiction of the courts of competent jurisdiction of Switzerland, for the bringing of any and all actions hereunder, and to compel arbitration or enforce any arbitral award.

## **12. Authentic Text**

This Agreement shall be executed in duplicate original copies, one held by the International Union for Conservation of Nature and Natural Resources at its headquarters and one returned to the National, or Regional Committee. Each signed original shall be equally authentic.

## **13. Arbitration**

The Licensor and Licensee agree that any dispute, controversy or claim arising out of or relating to this Agreement, or the breach, termination or invalidity thereof, shall be settled by arbitration in accordance with the UNCITRAL Arbitration Rules as at present in force, and with the following provisions:

- (A) The number of arbitrators shall be three, unless by mutual agreement the Licensor and Licensee agree to one arbitration;
- (B) The place of the arbitration shall be IUCN Headquarters, in Gland, Switzerland;



(C ) If either the Licensor or Licensee fails to appoint its respective arbitrator, or the two arbitrators selected fail to agree on the choice of a third arbitrator, then the choice of the third arbitrator shall be made by the president, then in office, of the Swiss League for the Protection of Nature;

(D) The language to be used in the arbitral proceedings shall be English, French or Spanish with either Licensor or Licensee providing its own languages interpretation at its own expense. The UNCITRAL Arbitration Rules (New York, U.N., 1977; 32 pages; U.N. Sales Number: E.77.V.6) are incorporated into this Agreement by reference, and copies are available from The United Nations Commission on International Trade Law (UNCITRAL), P.O. Box 500, A-1400, Vienna, Austria, or from the United Nations Sales Section.

**14. Notices**

Any notice required by this Agreement shall be deemed to have been properly received when delivered in person or when mailed to the address as set forth above, or such further addresses as either party may designate from time to time.

**15. Complete Agreement**

It is understood and agreed that this Agreement constitutes the entire agreement between the Licensor and Licensee, both oral and written, and that all prior agreements or representations respecting the subject matter of this Agreement, whether written or oral, express or implied, shall be abrogated, canceled and are null and void and of no effect.

*In witness whereof, the Licensor and Licensee have caused this Agreement to be executed by their duly authorized representatives.*

*For the International Union for Conservation of Nature and Natural Resources*

*By: The Director General* \_\_\_\_\_  
DATE:

*For the IUCN National/ Regional Committee for* \_\_\_\_\_  
(Insert Name of Country or Region)

*By:* \_\_\_\_\_  
(Insert Title of Executive Office Authorized to Represent the Committee)  
DATE: