



The Yorkshire Mark **License Agreement**

BETWEEN:

- 1) Yorkshire Mark Ltd. Incorporated and registered in England and Wales with company number 10839029 and whose registered office is at 5 High Petergate, York, YO1 7EN (the **Licensor**); and
- 2) The **Applicant** as defined in Part I of the Application Form.

BACKGROUND:

- A. The Licensor operates the 'Yorkshire Mark' brand as a scheme for the promotion of goods and services from the Yorkshire region (the **Scheme**).
- B. The Applicant is a producer or business based in Yorkshire and wishes to exploit the goodwill attaching to the 'Yorkshire Mark' brand by selling products or services under the brand and as a licensee under the Scheme. The Licensor is the sole owner of the Intellectual Property (as defined below) and the Applicant has requested a licence to use the Intellectual Property in respect of the Products.
- C. The Licensor has agreed to grant such a licence to the Applicant on the terms set out in this Agreement.

AGREED TERMS:

I. INTERPRETATION

The definitions and rules of interpretation in this clause apply in this agreement.

I.1 Definitions

Agreement: the agreement between the Applicant and the Licensor comprising of this license, the Application Form, the Criteria and any appendices thereto.

Approved Materials: the marketing and packaging materials provided by the Licensor, whether physical or electronic.

Brand: the 'Yorkshire Mark' brand and logo, which is owned by the Licensor, and is licensed by it to third parties to identify participants in the scheme as attached in Appendix I (or as such logo may be varied by the Licensor from time to time).

Criteria: the criteria for the products or services to be eligible to participate in the Scheme as is set out in Schedule I to the Application Form (as that Criteria may be varied by the Licensor from time to time).

Effective Date: the date that the Applicant enters into the Agreement by returning the Application Form to the Licensor and ticking the box to confirm that they agree to the terms of this license.

Intellectual Property: the Brand and all and any goodwill attached to the Brand, the Scheme, and all copyrights/designs and unregistered rights in Brand as shown in Appendix I.

Notice: notice in writing served as detailed in this agreement.

Products: the Produce (as is defined in the Criteria) in respect of which the Applicant has applied to be eligible to use the Brand and in respect of which the Licensor has granted the Licence.

Services: the business activities of the Applicant which are in compliance with the Criteria and that the Applicant has applied to be eligible to use the Brand and in respect of which the Licensor has granted the license.

License Fee: the annual payment to be made to the Licensor by the Applicant under clause 6 of this license.

- 1.2 Clause, Schedule and paragraph headings shall not affect the interpretation of this agreement.
- 1.3 A person includes a natural person, corporate or unincorporated body (whether or not having separate legal personality).
- 1.4 A reference to a company shall include any company, corporation or other body corporate, wherever and however incorporated or established.
- 1.5 References to clauses are to the clauses of this agreement.
- 1.6 Unless the context otherwise requires, words in the singular include the plural and in the plural include the singular.
- 1.7 This agreement shall be binding on, and enure to the benefit of, the parties to this agreement and their respective personal representatives, successors and permitted assigns, and references to any party shall include that party's personal representatives, successors and permitted assignees.
- 1.8 A reference to a statute or statutory provision is a reference to it as amended, extended or re-enacted from time to time.
- 1.9 A reference to a statute or statutory provision shall include all subordinate legislation made from time to time under that statute or statutory provision.
- 1.10 A reference to writing or written includes fax and email.
- 1.11 Any obligation on a party not to do something includes an obligation not to allow that thing to be done.
- 1.12 Any words following the terms including, include, in particular, for example or any similar expression shall be construed as illustrative and shall not limit the sense of the words, description, definition, phrase or term preceding those terms.

2. GRANT

- 2.1 In consideration of the obligations undertaken by the Applicant under this Agreement and payment of the License Fee, the Licensor hereby grants to the Applicant a non-exclusive license to use the Intellectual Property, in connection with the manufacture, promotion, distribution and sale of the Products.
- 2.2 The grant of this license is conditional upon the Products or Services being in conformance with the Criteria.
- 2.3 The grant of this license shall be at the absolute discretion of the Licensor, who will not be obliged to give any reasons for any refusal of a license and may grant the license only in respect of some of the Products or Services for which the Applicant has applied for the license.
- 2.4 The Licensor hereby expressly reserves the right to grant licenses of the Intellectual Property to any number of other licensees.

3. APPLICATION OF THE MARK

- 3.1 The Applicant may use its trade name on packaging, advertising and promotional materials for the Products.
- 3.2 The Applicant shall not use in its business any other trade mark confusingly similar to the Mark and shall not use the Brand or any word confusingly similar to the Brand as, or as part of, its corporate or trading name.

4. OWNERSHIP OF THE BRAND, INTELLECTUAL PROPERTY AND GOODWILL

- 4.1 The Applicant acknowledges that the Licensor is the owner of the Brand and the Intellectual Property and shall not claim any right title or interest in the Brand or Intellectual Property or any part of it save as is granted by this Agreement.
- 4.2. Any goodwill derived from the use by the Applicant of the Brand or the Intellectual Property shall accrue to the Licensor. The Licensor may, at any time, call for a document confirming the assignment of that goodwill and the Applicant shall immediately execute it.
- 4.3 The Applicant shall not do, or omit to do, or permit to be done, any act that will or may weaken, damage or be detrimental to the Brand, the Intellectual Property or the reputation or goodwill associated with the Intellectual Property or the Licensor.
- 4.4 The Applicant shall not apply for, or obtain, registration of the Brand for any goods or services in any country.
- 4.5 The Applicant shall not apply for, or obtain, registration of any trade or service mark in any country which consists of, or comprises, or is confusingly similar to, the Brand.
- 4.6 The Applicant shall not, except with the prior written consent of the Licensor, make use of the name of the Licensor the Brand in any connection otherwise than is expressly permitted by the Agreement.
- 4.7 The Brand shall only be used by the Applicant as follows:
 - 4.7.1 as subordinate to that of the Applicant's business and cannot be used as a sole brand without the express permission of the Licensor;

- 4.7.2 each unit of the Products which the Applicant is producing or marketing under the Scheme or as part of the Scheme, shall display the Brand in a manner approved by the Licensor, following the brand guidelines received as a digital pack on acceptance as a member of the scheme.
- 4.8 The Applicant shall not use any of the Intellectual Property as part of the Applicant's name or the name of any entity associated with it without the prior written consent of the Licensor.

5. TERM

- 5.1 The Agreement shall commence on the Effective Date and shall extend for an initial period of 12 months.
- 5.2 Provided that neither party has terminated the Agreement under the provisions of clause 12 below, at the end of the initial and subsequent terms, the agreement shall be automatically renewed for a further period of 12 months.

6. LICENSE FEE

- 6.1 In consideration of the rights granted by the Licensor on the signing of this Agreement and on commencement of every further period, the Applicant shall pay to the Licensor the License Fee.
- 6.2 The License Fee shall be:
- 6.2.1 for the first period, the amount as is notified to the Applicant by the Licensor via their website.
 - 6.2.2 subsequent payments will be taken automatically on an annual basis using the bank details entered on application during the PayPal check-out process via the Licensor's website and any change in annual cost will be notified in advance of any money being taken.

7. QUALITY CONTROL

- 7.1 The Applicant shall manufacture or otherwise produce the Products in accordance with the Criteria or such other specifications as the Licensor may from time to time apply and at all times ensure that the Products are of the highest quality attainable within such specifications. The Applicant is solely responsible for the Brand and the Licensor is merely licensing the Brand to aid the applicant in their promotion of said claim.
- 7.2 The Applicant must notify the Licensor if at any time there are any changes to the Products which do or may take such Products outside of the Criteria or other specifications of the Licensor.
- 7.3 Once payment of the License Fee is processed, the Applicant will receive a brand guidance pack (the **Pack**) illustrating how and when the Brand should be used.
- 7.4 The Applicant must adhere to the guidance provided in the Pack, failure to do so may result in immediate termination of this agreement.

- 7.5 The Brand should be withdrawn immediately from any packaging, displays, websites, social media, marketing materials and presentations, once the Applicant has withdrawn from the Scheme, failed to pay the License Fee or no longer meets the Criteria rules.

8. CONFIDENTIALITY

- 8.1 Each party undertakes that it shall not at any time during this agreement, and for a period of five years after expiry or termination of this agreement, disclose to any person any confidential information concerning the business, affairs, customers, clients or suppliers of the other party, nor any of the terms of this agreement, except as permitted by this clause.
- 8.2 Each party may disclose the other party's confidential information:
- 8.2.1 to its employees, officers, representatives or advisers who need to know such information for the purposes of exercising the party's rights or carrying out its obligations under or in connection with this agreement. Each party shall ensure that its employees, officers, representatives or advisers to whom it discloses the other party's confidential information comply with this clause; and
- 8.2.2 as may be required by law, a court of competent jurisdiction or any governmental or regulatory authority.
- 8.3 No party shall use any other party's confidential information for any purpose other than to exercise its rights or perform its obligations under or in connection with this agreement.

9. ACTION AGAINST THIRD PARTIES

- 9.1 The Licensor shall have the sole right to take action against third parties in respect of the Intellectual Property and if required to do so by the Licensor the Applicant shall co-operate fully with the Licensor in any such action.
- 9.2 The Applicant shall in no circumstances settle any claim or action against third parties without the prior written consent of the Licensor
- 9.3 All damages recovered from third parties shall be the exclusive property of the Licensor provided that the Applicant shall be entitled to set off any expenses which it is able to claim from the Licensor under this clause 14 against damages recovered by itself

10. TERMINATION

10.1 Termination for breach

The following breaches are fundamental and shall entitle the Licensor forthwith to give Notice terminating the Agreement and thereupon the Agreement shall absolutely terminate and cease to have effect but without prejudice to the rights and remedies of the Licensor in respect of the breach or antecedent breach by the Applicant of any of its obligations under the Agreement:

- (a) failure on the part of the Applicant to make any payment due to the Licensor under this Agreement for 21 days after such payment shall have become due;
- (b) in the event that the Applicant is or has been producing or manufacturing Products or providing Services that fail to conform with the Criteria;

- (c) The provision of incorrect or misleading information to the Licensor;
- (d) failure on the part of the Applicant to perform any of its other obligations under this Agreement;
- (e) the voluntary or compulsory liquidation of the Applicant or the appointment of a receiver of its assets.

10.2 Termination by the Licensor

- (i) If at any time the Licensor:
 - (a) ceases to have the right described in clause 2(b) to grant licences of the Intellectual Property or for any other reason decides in its discretion to cease to operate the Scheme; or
 - (b) has reasonable cause to believe that, even if no breach of this Agreement has occurred, the Applicant has not acted in or the Products or Services are not in accordance with the Criteria, and/or that there is cause for concern as to the best interests and goodwill of the Brand and/or the collective from the continued membership of the Applicant and its Products or Services within the Scheme.
- (ii) The Applicant shall have no claim against the Licensor in respect of such termination above such portion of the License fee (pro rata) as relates to the period after termination shall be repaid to the Applicant.

(b) Termination by the Applicant

Once the License Fee has been paid the Applicant has no rights to refund but can cancel the recurring payment before the payment anniversary. Once recurring payments are taken, no refunds can be given.

11. CONSEQUENCES OF TERMINATION

11.1 On termination of this Agreement whether by expiry of the term or otherwise the Applicant shall discontinue all use of the Brand.

11.2 If the Applicant shall have any remaining stocks of its products at the time of termination they will have 30 days after the date of termination to withdraw any stock bearing the Brand.

12. INDEMNITY

The Applicant shall indemnify the Licensor against all actions, claims, costs, damages and expenses which it may suffer or sustain as a result of the actions of the Applicant.

The Licensor owns the Brand and the Intellectual Property, however it is the Applicant's duty to ensure that they meet the Criteria and are making a true claim that their produce is in fact, made in Yorkshire. The Licensor will not be held responsible for any actions, claims, costs, damages or expenses where the Applicant has used the Brand and has not fulfilled the Criteria or has misled consumers.

13. NO AGENCY OR PARTNERSHIP

Nothing in this agreement is intended to, or shall be deemed to, establish any partnership or joint venture between any of the parties, constitute any party the agent of another party, or authorise any party to make or enter into any commitments for or on behalf of any other party.

Each party confirms it is acting on its own behalf and not for the benefit of any other person.

14. ASSIGNMENT

The Applicant shall not assign the benefit of this Agreement or grant any sub-licence without the prior written consent of the Licensor

The Licensor may at any time assign, mortgage, charge, declare a trust over or deal in any other manner with any or all of its rights under this agreement.

15. NOTICES

Any Notice to be served on either of the parties by the other shall be sent initially via email and reply to be received within 72 hours. If this is unsuccessful then notice will be served via pre-paid recorded delivery or registered post and shall be deemed to have been received by the addressee within 72 hours of posting.

16. INADEQUACY OF DAMAGES

Without prejudice to any other rights or remedies that the Licensor may have, the Applicant acknowledges and agrees that damages alone would not be an adequate remedy for any breach of the terms of this agreement by the Applicant. Accordingly, the Licensor shall be entitled to the remedies of injunction, specific performance or other equitable relief for any threatened or actual breach of the terms of this agreement.

17. ENTIRE AGREEMENT

The Agreement forms the entire agreement between the parties. In the event of any conflict between the parts to the Agreement, the provisions of this License will take precedence.

18. GOVERNING LAW

This agreement and any dispute or claim (including non-contractual disputes or claims) arising out of or in connection with it or its subject matter or formation shall be governed by and construed in accordance with the law of England and Wales.

19. JURISDICTION

Each party irrevocably agrees that the courts of England and Wales shall have exclusive jurisdiction to settle any dispute or claim (including non-contractual disputes or claims) arising out of or in connection with this agreement or its subject matter or formation.

Appendix I (For illustrative pupposes only, Logo not to be used until application has been processed and approved and official logo/brand pack is sent)

