

## TRADEMARK LICENSE AND PARTNERSHIP AGREEMENT

Geneva (Switzerland), [date]

*On the one hand,*

“oriGIn, organization for an International Geographical Indications network”, a non-profit no governmental organization with registered address in 1, rue de Varembé, 1202, Geneva, Switzerland, represented by Mr. Massimo Vittori, in his position of Managing Director,  
(hereafter the “**Licensor**”)

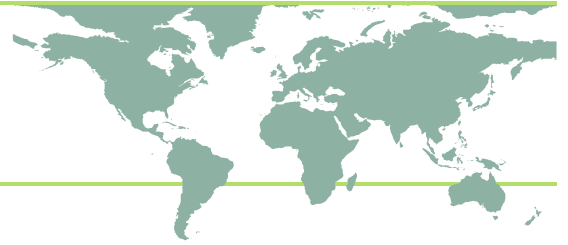
*On the one hand,*

oriGIn [country], [nature of the institution, such as an informal network or a formalized institution aimed at representing all GIs in a given country], represented by [ ], in his position of [ ],  
(hereafter the “**Licensee**”)

(hereafter jointly referred to as the “**Parties**” or individually as a “**Party**”)

### PREAMBLE

**I.** The **Licensor** is the holder of the Community Trademark No. 3940681 “oriGIn” (hereafter, the “Trademark”), with device according to **Annex I**, for services in classes 35, 41, 42, 45 of the Nice Classification (detailed in **Annex II**). The trademark was applied for on July 23, 2004 and granted on February 2, 2006.



**II.** The **Licensee** desires a license to use the Trademark in connection with the services listed in Annex I attached hereto in the geographic area specified below.

## STIPULATIONS

### **1.- GRANT OF LICENSE**

Upon the terms and conditions hereinafter set forth, the **Licensor** hereby grants the **Licensee** a non-exclusive license to use the Trademark, and the **Licensee** accepts the license to use the trademark under such conditions.

### **2.- GEOGRAPHICAL SCOPE OF THE LICENSE**

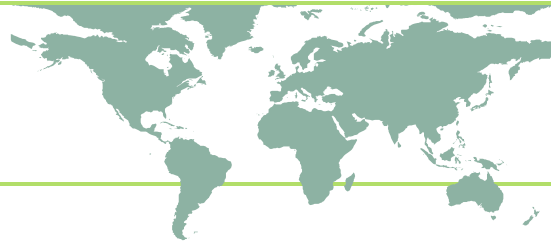
The geographical scope of the license granted by this Agreement shall be the territory of [country]. However, the Licensee might use the licensed Trademark beyond the territory of [country], to distinguish services addressed to an international public, unless otherwise expressed by the Licensor by means of a written notification.

### **3.- NON-PROFIT LICENSE**

According to the non-profit character and the common nature of both parties, the **Licensee** shall pay no royalty to the **Licensor**.

### **4.- TERM AND TERMINATION**

Unless sooner terminated in accordance with the following paragraph, the effects of this license shall commence on the date of Agreement, which shall continue in force for one (1) year, and will be automatically renewed for periods of one (1) year each, unless either party gives notice of non-



renewal to the other party at least sixty (60) days prior to the end of any one (1) year term. Such notice will terminate this Agreement upon expiration of the then current term.

In the event of a significant breach of this Agreement by either party, the other party may terminate the license by giving written notice to such breaching party of termination and the basis for such termination.

## 5.- CONDITIONS OF USE

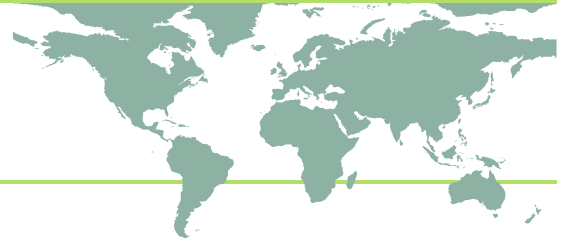
**5.1.** The Licensee shall use the licensed Trademark as reproduced in Annex I exclusively to distinguish the services set forth in Annex II.

**5.2.** Any use made by the Licensee of the licensed Trademark shall always have the aim of defending Geographical Indications, in particular, by providing technical support (in the form of periodical reports, newsletters, studies, information on court decisions and national laws), organising regular national events on Geographical Indications, helping producers and communities to take full advantages of the local GI potential, and carrying out campaigns aimed at decision-makers, the media and the public at large. If oriGIn [country] is intended to be a formalized institution aimed at representing all GIs in the respective country, then it shall join oriGIn as a member according to the oriGIn Statutes and Internal Regulation.

**5.3.** The use of the licensed Trademark shall be intended to promote Geographical Indications as a tool for sustainable development for local producers and communities.

**5.4.** The Licensee agrees that its use of the licensed Trademark shall serve to support an effective legal protection and enforcement of Geographical Indications.

**5.5.** Any use made by the Licensee shall not be in conflict with the interests or the principles of the Licensor.



5.6. The Licensee agrees that the licensed Trademark shall be always used along with the term **[country]**, --either in standard or stylised words--. Therefore, the current license does not allow the use of the licensed Trademark alone.

## 6. DEFENCE OF THE LICENSED TRADEMARK

The Licensee shall notify the Licensor promptly of any actual or potential infringement, imitation, or unauthorized use of the licensed Trademark by third parties of which the Licensee becomes aware. The Licensor shall have the sole right, at its expense, to bring any action on account of any such infringements, imitations, or unauthorized uses, and the Licensee shall cooperate with the Licensor in connection with any action brought by Licensor in defence of the licensed Trademark.

## 7. ASSIGNMENT OR SUBLICENSE

The Licensee shall not assign, lease, pledge, sublicense, or in any other way transfer the rights or responsibilities Licensed pursuant to this Agreement to any third party/parties.

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“oriGIn, organization for an  
International Geographical  
Indications network”

(Licensor)

By: Mr. Massimo Vittori

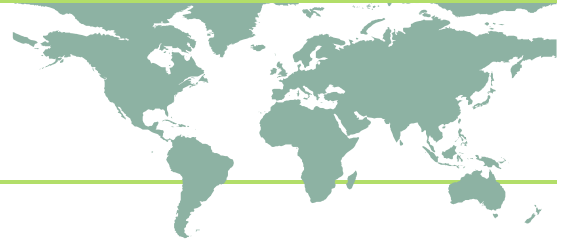
Title: Managing Director

\_\_\_\_\_  
**oriGIn [country]**

(Licensee)

By:

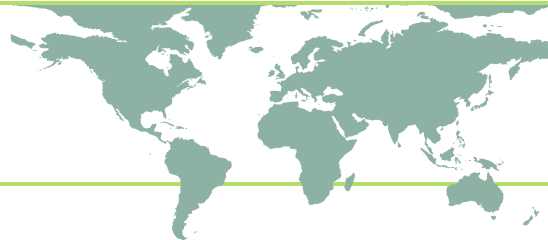
Title:



**ANNEX I**

(Trademark representation)

ori**GIn**



## ANNEX II

(Services for which the Trademark is registered)

Services in class 35 of the Nice Classification:

*‘Providing management for organisations; business reports and information; business research, market research (searching); advertising services; sales promotion (for others); import and export services; commercial business management; commercial retailing; regrouping, for others, of various products to enable consumers to examine and purchase these products conveniently via electronic media; business administration; office work; organisation of trade fairs and exhibitions for commercial or advertising purposes; business management advisory services; business management assistance; business information; marketing studies; public relations’.*

Services in class 41 of the Nice Classification:

*‘Organisation of events; reports and information about education and entertainment; educational services; providing of training; entertainment; sporting and cultural activities; organization of exhibitions for cultural or educational purposes; publication of books; publication of texts (other than publicity texts); arranging and conducting of colloquiums, competitions, conferences, congresses, seminars, symposiums’.*

Services in class 42 of the Nice Classification:

*‘Legal and technical research; research and development of new products for others; advice on the protection of designations of origin and protected geographical indications; technical project studies; licensing of intellectual and industrial property; intellectual and industrial property consultancy; computer software design; scientific and technological services and research and design relating thereto; industrial analysis and research services; design and development of computer hardware and software; legal services; services provided by an international organisation, namely favouring technical exchange between producers, facilitating technical help for developing countries and cooperating in the development of geographical indications and designations of origin’.*

Services in class 45 of the Nice Classification:

*‘Services provided by an international organisation namely humanitarian aid; personal and social services rendered by others to meet the needs of individuals; security services for the protection of property and individuals’.*