

TRADEMARK LICENSE AGREEMENT TEMPLATE



The Trademark License Agreement allows the licensee to use (but not own) the licensor's trademark in connection with agreed-on products or services. Licensing can help a company expand into international markets effectively and easily while lending the licensee an established name and reputation. In this **Contract** the license is given for a specific range of products or services for which the licensee obtains exclusivity in a distinct territory (typically a country). In exchange for the rights granted, the Licensee shall pay to the Licensor a certain amount of money (canon) and a percentage (royalties) based on the sales value of the products or services sold under the license.

TRADEMARK LICENSE AGREEMENT

DATE:

BETWEEN:

..... [company legal name] whose registered office is at
[address, city and country] and registration/fiscal number is

AND:

..... [company legal name] whose registered office is at
[address, city and country] and registration/fiscal number is

Both Parties declare a mutual recognition of their capacity to undertake the following:

- I. That the company (hereinafter, "the Licensor") owns Trademarks as set out in Annex 1 of the present Contract. It therefore has full rights to grant license for the exploitation of the said Trademarks and to authorize the inclusion of the trademarks into products manufactured and sold.
- II. That the company (hereinafter, "the Licensee") wishes to obtain license to manufacture, use and sell the products (hereinafter, "the Licensed Products") covered by the Trademarks as set out in Annex 2 of the present Contract.

Both Parties agree to the following:

ARTICLE 1. GRANT OF THE LICENSE

- 1.1 Licensor hereby grants to Licensee, which accepts, upon the terms and conditions set out in this Contract, the exclusive right to use the Trademarks in connection with the Licensed Products in order to produce, distribute, promote and sell the Licensed Products in the Territory specified in Annex 2 of the present Contract.
- 1.2 Licensee is not entitled to sublicense the trademark, unless it has received a prior written authorization to this effect from the Licensor **(1)**.

ARTICLE 2. EXCLUSIVE RIGHTS

- 2.1 The license is exclusive.
- 2.2 For the whole duration of this Contract, the Licensor will not use the Trademarks nor license to others the use of the Trademarks in the Territory in connection with the Licensed Products.

ARTICLE 3. SALES OUTSIDE DE TERRITORY

- 3.1 *Alternative A.* Licensee will refrain from making any sale outside the Territory and will request that those purchasers to whom it sells the Licensed Products do not to sell them outside the Territory.

Alternative B. Licensee will not actively promote the sale of the Licensed Products outside the Territory **(2)**.

ARTICLE 4. APPROVAL OF THE LICENSE PRODUCTS

- 4.1 The parties shall establish and update from time to time a programme of the Licensed Products to be developed. The initial programme is provided in Annex 3.
- 4.2 Licensee shall in due time submit to Licensor for approval sketches or designs of the products it proposes to manufacture. Once the design is approved the Licensee shall produce a prototype of each Product, which will be submitted for approval to Licensor. On the basis of Licensor’s remarks, Licensee shall make such modifications as are appropriate in order to meet Licensor’s standards. After Licensor has definitively approved the prototype in writing, the manufacture of the Licensed Product can start **(3)**.
- 4.3 Licensor must answer the request of approval of any design or prototype of a Product in writing within [30, 60] calendar days from such request. 15 16 Parties may wish to maintain specific situations outside the exclusivity.

.....

This is a sample of the Trademark License Agreement.

To get more information about this contract click here:



USER GUIDE

Contracts drafted by the legal experts of Global Negotiator cover all relevant aspects that are negotiated and agreed in the different types of business between companies. However, when these contracts are used you should take into account some recommendations common to all of them that are described in this User Guide.

DATE

The date when the contract comes into force is the one that appears in its header, as mentioned in the final paragraphs of the contract, before signatures (This Contract comes into force on the date written above).

In some contracts -for example in the Supply Contract- the date of coming into force is also mentioned in one of the clauses. In these cases, you have to verify that the two dates inserted in the contract (in the heading and in the corresponding clause) are the same, in order to avoid discrepancies.

PARTIES

Be sure to insert in the first page of the contract the full details of the Parties:

- When a Party is a company you must insert the following information: legal name, legal form (limited, incorporated, etc.), full address, registration data and fiscal identification number.
- When a Party is an individual that works as independent professional (for example a commercial agent) you must insert the following information: full name, profession, full address and fiscal identification number.

CLAUSES

Clauses with different alternatives: choose the most favorable

In the most important clauses of each contract (exclusivity, payment terms, applicable law and competent jurisdiction, etc.) several drafting alternatives are proposed so you can choose the most appropriate to each situation. Therefore, the user before submitting the contract to the other Party must choose the alternatives that seem best suited to their interests and eliminate the rest.

Clauses with blank spaces to be completed

In several clauses of the contract blank spaces appear with dots (.....) that the user has to complete inserting text. Following the dots, between brackets, you will see the data and explanations to insert the text.

- When the text between brackets is in normal letters (the same as the contract) and separated by "," or the word "o", the user must insert one of the options suggested.

Example of blank space (.....) with options to select between brackets:

Orders handled before completion of the present Contract which produce sales transactions within [1, 2, 3, 6] months shall entitle the Agent to receive the corresponding commission. In this case, the user must choose between options 1, 2, 3 or 6 months and insert one in the blank space (.....).

- When the text between brackets is in italics the user has to insert the data and information requested and eliminate the bracketed text.

Example of blank space - (.....) to insert text:

Both parties, by mutual consent, resolve to refer any dispute to the Rules of Conciliation and Arbitration of the International Chamber of Commerce by one or more arbitrators appointed in accordance with said Rules. The place of arbitration shall be [*city and country*]. In this case, the user must insert in the blank space (.....) the city and country chosen to conduct the arbitration and afterward eliminate the bracketed text [*city and country*].

Notices Clause

Sometimes it may happen that the official address of the Parties which appear at the beginning of the contract is different from which is to be used for communications between the Parties during the terms of the contract. In this case, the user should include at the end of the contract a Notices Clause.

Example of Notices Clause:

Notices. - In order to comply with their contractual obligations, the Parties establish the following address for the provision of notices related to this contract:

- Party 1 [*insert full address*].
- Party 2 [*insert full address*].

ANNEXES

The contracts incorporate some Annexes, each of them, referenced to the corresponding Clause. Annexes are drafted in commonly used formats, although the user must adapt these formats and the text inserted in them to each particular situation.

SIGNATURES

People who sign

Persons signing the contract on behalf of the company must have the authority to do so and preferably, be entitled on the basis of a power of attorney. Below the signature, in addition to the full name of the person that signs his/her position must be inserted. When one of the Parties who signs is a natural person (for example a commercial agent in an Agency Contract) obviously he or she is the person that has to sign the contract.

The laws of some countries require that contracts, to be valid, shall be signed in front of witnesses or a public notary. Therefore, before signing a contract you should be informed about the requirements that may exist in each country.

Place and date of signature

Usually, contracts are signed by both Parties on the same date and place. Nevertheless, in international contracts, due to physical distance, it is common that each of the Parties sign in different dates and places. This contract provides for both alternatives so it comes to choosing the most appropriate to each situation.

Number of copies

Usually, the Parties sign two copies of the contract, each Party retaining one of them, but can also arise the need to sign more copies. In this case, all you have to do is mention explicitly the number of copies to be signed in the paragraph that is included at the end of the contract (Both Parties declare their conformity to the present contract, which is signed in copies, each of which shall be considered an original).

GENERAL RECOMMENDATIONS

The Parties must sign all pages of the contract, including Annexes, so they are also valid. It is better to use ball point or pen (not pencil) in a color other than black (e.g.: blue); this makes it easier to distinguish an original document from a photocopy.

It is preferable (although no mandatory) to express sums of money and percentages in words and figures. Of course, the words and figures for a given amount must match exactly. You also must insert the currency in which the amounts are expressed. It is advisable to use the rules establish by ISO that name each currency by three capital letters (EUR for euro, USD for dollar, GBP for sterling pound, JPY for Japanese yen, etc. - you can get the acronyms of every currency in the website www.oanda.com).

Once you have chosen the best alternatives of each clause and have completed the blank spaces you should revise the whole contract to remove remaining paragraphs and correct any errors.

BUSINESS CONTRACTS & AGREEMENTS TEMPLATES

BUSINESS CONTRACTS

- Strategic Alliance Agreement
- Joint Venture Agreement
- Manufacturing Contract
- Supply Contract
- Service Provider Contract
- Consulting Services Contract

COMMERCIAL CONTRACTS

- Exclusive Distribution Contract
- Commercial Agency Contract
- Sales Representative Agreement
- Sales Commission Contract
- Real State Agent Agreement

LICENSE & FRANCHISE CONTRACTS

- Trademark License Agreement
- Technology Transfer Agreement
- Software License Agreement
- Franchise Contract
- Master Franchise Contract

CONFIDENTIALITY CONTRACTS

- Confidentiality Contract between Companies
- Confidentiality Contract for Product or Business Idea
- Confidentiality Contract for Employees
- Confidentiality Contract for Consultants and Contractors

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