

DATED

2010

COUNTY/ISLAND FEDERATION

- and -

WI

TRADE MARK AGREEMENT

**Bates, Wells & Braithwaite London LLP
2-6 Cannon Street
London EC4M 6YH**

Ref: RMcC/EC/000151/0067

1. Definitions

In this Agreement the following words and phrases shall have the following meaning unless the context otherwise requires.

| | |
|---------------------------|---|
| “The Authorised Purposes” | the furtherance of the WI’s charitable objects; and any sub-licensing of the Marks carried out in accordance with the terms of this Agreement; |
| “Goodwill” | the goodwill attaching or accruing to the Marks; |
| “Guidelines” | any hard copy or electronic guidelines issued from time to time by the NFWI about the use of the Marks (including, without limitation, any branding, trade mark or quality control guidelines); |
| “Marks” | the Marks of the NFWI licensed to WI under this Agreement as set out in Schedule 1 (as amended or added to by the NFWI and notified by the NFWI/CIF to WI in writing from time to time) and the Goodwill; |
| “The NFWI” | the National Federation of Women’s Institutes of England, Wales, Jersey, Guernsey and the Isle of Man (company number: 2517690 and registered charity number: 803793); |
| “CIF” | County/Island Federation of WIs |
| “The Territory” | for all non-digital use of the Marks: England, Wales, Jersey, Guernsey, the Isle of Man and Scotland; and for all digital use of the Marks: worldwide; and |
| “WI” | of |

2. Appointment of Licensee

- 2.1 In consideration of the sum of £1 and the undertakings given by WI in this Agreement, CIF hereby appoints WI as its non-exclusive licensee to use the Marks in the Territory on the terms of this Agreement provided that such use is not misleading and does not impose or create any liability on CIF or the NFWI.
- 2.2 This licence is not assignable nor can it be sub-licensed, save as set out in clause 4.
- 2.3 This Agreement together with its Schedule contains the entire agreement between the parties in respect of its subject-matter and supersedes and invalidates all other commitments, representations and warranties relating to the subject-matter which have been made between the parties, including any previous trade mark agreement entered into between WI and CIF.

3. Obligations of WI

- 3.1 WI undertakes that it shall use the Marks:-
 - 3.1.1 Only for the Authorised Purposes and
 - 3.1.2 In accordance with any Guidelines issued by CIF or the NFWI from time to time.
- 3.2 WI further undertakes:-
 - 3.2.1 not to bring the Marks into disrepute or allow the Marks to be devalued in any way whatsoever; and
 - 3.2.2 in carrying out the Authorised Purposes (and no more) to make best use of the Marks which shall mean:-
 - (a) A use which does not and will not damage or conflict with the good name and reputation of the NFWI and/or the WI movement, the Marks or the Goodwill; and
 - (b) A use which does not and will not give rise to reasonable objection by CIF or the NFWI; and
 - (c) A use which does not conflict with the programmes and/or policies of the NFWI or CIF from time to time.
- 3.3 For the avoidance of doubt WI cannot use the Marks or any confusingly similar marks for any purposes or uses which are wider or are not included in the Authorised Purposes.

3.4 Use of the Marks which CIF or the NFWI may require. WI acknowledges that nothing contained in this Agreement shall give it any right, title or interest in or to the Marks save as granted in this Agreement.

4. Sub-Licensing

4.1 [WI must obtain the prior written consent of the NFWI (which it may at its sole discretion withhold) in respect of any sub-licences of the Marks and shall comply with any Guidelines issued from time to time by CIF or the NFWI regarding such sub-licences.]

5. Trade Mark Registrations

5.1 WI undertakes not to do or permit to be done any act which would or might jeopardise or invalidate any applications by the NFWI to register the Marks as trade marks in the UK, as Community trade marks or in any country worldwide.

5.2 If the Marks are registered as set out in clause 5.1 above, WI will not do any act which might assist or give rise to an application to remove the registered trade marks from any applicable register or which might prejudice the right or title of the NFWI to the trade marks and will render any assistance required by CIF or the NFWI in maintaining the registrations of the registered trade marks or in prosecuting any application.

5.3 WI shall assist the NFWI as may be reasonably necessary (including by executing any necessary documents) in recording WI as a licensee of the registered trade marks on any applicable register once they mature into registrations. WI hereby agrees that such entry may be cancelled by CIF/the NFWI on termination of this Agreement, for whatever reason, and that it will assist CIF/the NFWI so far as may be necessary to achieve such cancellation including by executing at the request of CIF/the NFWI any documents necessary for that purpose.

6. Termination

6.1 Breach of this Agreement by WI may be a reason for closure of a WI under clause 49 of the Constitution and Rules for Women's Institutes.

6.2 If a WI is closed under clause 49 of the Constitution and Rules for Women's Institutes, whether for breach of this Agreement or for any reason, this Licence will automatically terminate.

6.3 In the event of termination, as set out in clauses 6.1 and 6.2 above, WI will on the date termination takes effect change its name and cease using the Marks and will deliver up to CIF any materials using the Marks.

7. Protection of the Marks

- 7.1 WI acknowledges that the NFWI owns all rights in the Marks.
- 7.2 WI acknowledges that it has or shall acquire under this Agreement no rights relating to the Marks except as expressly provided under this Agreement.
- 7.3 WI shall not claim any right, title or interest in the Marks based upon any use of or right in the Marks prior to the execution of this Agreement.
- 7.4 If WI becomes aware of any unauthorised use or infringement of any of the Marks or of any claims or actions in connection with any of the Marks, it shall promptly notify CIF with full details.
- 7.5 WI may not bring, defend or settle any action in relation to the Marks and/or CIF/the NFWI. The NFWI may in its sole discretion bring or defend an action but shall not be obliged to bring or defend any proceedings in relation to the Marks and CIF/the NFWI may join WI in bringing or defending such action.

8. Miscellaneous

- 8.1 If any provision of this Agreement shall become or be declared illegal, invalid or unenforceable for any reason whatsoever such term or provision shall be divisible from this Agreement and shall be deemed to be deleted from this Agreement, provided always that if such deletion substantially affects or alters the basis of this Agreement, the parties shall negotiate in good faith to amend and modify the provisions of this Agreement to achieve as far as possible the same effect without rendering the Agreement so amended or modified illegal, invalid or unenforceable.
- 8.2 The parties are not partners or joint venturers nor shall CIF or the NFWI be liable in respect of any representation, act or omission of WI of whatever nature.
- 8.3 WI agrees not to pledge the credit of CIF or the NFWI nor to hold itself out as being capable of binding CIF or the NFWI.
- 8.4 Any notice to be served on either of the parties by the other shall be sent by recorded personal delivery within business hours, pre-paid recorded delivery or registered post or by facsimile transmission to the address stated above and shall be deemed to have been received by the addressee on recorded personal delivery within business hours, within 72 hours of posting or on the next working day if sent by fax to the correct number (with correct answerback) of the addressee, or immediately if sent by electronic mail (unless a non-delivery message is received by the sender in which case the notice is deemed undelivered).

- 8.5 No failure or delay on the part of either of the parties to exercise any right or remedy under this Agreement shall be construed or operate as a waiver thereof nor shall any single or partial exercise of any right or remedy preclude the further exercise of such right or remedy as the case may be. The rights and remedies provided in this Agreement are cumulative and are not exclusive of any rights or remedies provided by law.
- 8.6 This Agreement may be varied by the written agreement of both parties.
- 8.7 The validity, construction and performance of this Agreement shall be governed by the laws of England and Wales and shall be subject to the exclusive jurisdiction of the English Courts.

Please sign and return the enclosed copy of this letter to record agreement on behalf of WI to the terms of this sub-licence.

If you have any queries, please contact _____ .

Yours sincerely,

Signed for and on behalf of

Federation

 I/We confirm that we have read and understood the above terms and conditions and hereby agree that _____ WI is bound by them.

Signed on behalf of

President/Secretary




WI

Print Name:

Date:

SCHEDULE 1

Marks

| Country | Title | Classes | Applicant | Registration No. | Case status |
|----------------|---|--|---|------------------|-------------|
| United Kingdom |  | 3, 6, 8, 9, 14, 16, 18, 21, 24, 25, 26, 28, 29, 30, 36, 41 | The National Federation of Women's Institutes of England, Wales, Jersey, Guernsey & the Isle of Man | 2242971 | Registered |
| United Kingdom |  | 3, 6, 8, 9, 14, 16, 18, 21, 24, 25, 26, 28, 29, 30, 36, 41 | The National Federation of Women's Institutes of England, Wales, Jersey, Guernsey & the Isle of Man | 2242987 | Registered |
| United Kingdom | THE WI BUT ONLY IN CONJUNCTION WITH THE NAME OF YOUR WI | 3, 6, 8, 9, 14, 16, 18, 21, 23, 24, 25, 26, 28, 29, 30, 35, 36, 38, 41, 42, 43, 45 | The National Federation of Women's Institutes of England, Wales, Jersey, Guernsey and the Isle of Man | 2522929 | Registered |
| United Kingdom | WOMEN'S INSTITUTE BUT ONLY IN CONJUNCTION WITH THE NAME OF YOUR WI | 3, 6, 8, 9, 14, 16, 18, 21, 23, 24, 25, 26, 28, 29, 30, 35, 36, 38, 41, 42, 43, 45 | The National Federation of Women's Institutes of England, Wales, Jersey, Guernsey and the Isle of Man | 2522941 | Registered |
| United Kingdom |  | 3, 6, 8, 9, 14, 16, 18, 21, 23, 24, 25, 26, 28, 29, 30, 35, 36, 38, 41, 42, 43, 45 | The National Federation of Women's Institutes of England, Wales, Jersey, Guernsey and the Isle of Man | 2530036 | Registered |