

Agreement for Use of Trade Mark

AGREEMENT made at _____ this _____ day of _____ between Mr. _____
carrying on business at _____ Hereinafter referred to as 'the Licensor' of the One Part and Mr.
_____ carrying on business at _____ Hereinafter referred to as the Licensee of the Other
Part.

WHEREAS

1. The Licensor is the registered owner of a trade mark in connection with the goods known as _____
and which trade mark is registered under the **Trade and Merchandise Marks Act, 1999**, and particulars thereof
are given in the Schedule hereunder written.

2. The Licensor is suspending his business for some time in the area of _____ and, therefore at the
request of the Licensee proposes to allow the Licensees to use the said Trade Mark for some time in the said
area for sale of similar goods manufactured and sold by him on the following terms and conditions:

NOW IT IS AGREED BY AND BETWEEN THE PARTIES HERETO AS FOLLOWS

1. The Licensor hereby gives license or permission to the Licensee to use the said trade mark particulars
whereof is given in the Schedule hereunder written for sale of similar goods (as that manufactured by the
Licensor) now being manufactured and sold by the Licensee provided that, the said goods are wholly
manufactured by the Licensee alone.

2. The Licensee undertakes that the said goods will be sold by him under the said trade mark in the said area
only.

3. The Licensee will not be entitled to assign the said trade mark to or allow it to be used by any other person.

4. The duration of this agreement will be for a period of two years from the date hereof.

5. The Licensee will not do any act whereby the registration of the said trademark will be jeopardized.

6. The Licensee guarantees that the quality of the said goods to be manufactured and sold by him will be the
same as that of the goods manufactured and sold by the Licensor.

7. The Licensee shall, in consideration of the grant of this License, pay to the Licensor a sum of
Rs. _____ per month as royalty, and such payment will be made on or before the 5th day of each month in
advance for that month. The amount for the current month has been made on the execution of these presents
and each subsequent payment will be made on or before the 5th day of each succeeding month.

8. The Licensor will be entitled to inspect and to inquire as to whether the said trademark is being properly
used and the quality of the goods is as per the standard laid down by the Licensor.

9. If any person is found to infringe the said Trade Mark the Licensee shall immediately inform the Licensor to
enable the Licensor to take suitable action in the matter.

10. The Licensor will have no objection to the Licensee applying to the Registrar of Trade Marks for his being
registered as a registered user of the trademark in the said area under the said Act.

11. The Licensor agrees and undertakes that while selling the goods, in the said area, the Licensee will,
indicate that the trade mark is being used only by way of permitted use.

12. If the Licensee commits breach of any of the terms hereof the Licensor shall be entitled to cancel this
agreement by giving fifteen days prior notice to the Licensee to that effect.

13. On the termination of the Licensee hereby granted by efflux of time or otherwise the Licensee shall stop
using the said trade mark for sale of his goods and if he does not do so he will be liable to pay compensation to
the Licensor at the rate of Rs. _____ per day of such user.

IN WITNESS WHEREOF THE PARTIES hereto have put their respective hands the day and year first
hereinabove written.

THE SCHEDULE ABOVE REFERRED TO

Signed and delivered by the within named Licensor Mr.

In the presence of.....

Signed and delivered by the within named Licensee Mr.

In the presence of.....

