



**Friends of
the Earth**

Trade Mark Licence Agreement

THIS AGREEMENT is made the.....day of200..

BETWEEN

- (1) **Friends of the Earth Limited** whose registered office is at 26 – 28 Underwood Street, London, N1 7JQ ('Friends of the Earth').
- (2) _____
(‘the Local Group’).

IT IS AGREED as follows

1 Definitions

In this Agreement the following terms shall have the following meanings:

‘Partnership Agreement’

the agreement of today’s date made between Friends of the Earth and the Local Group setting out the nature of their relationship in relation to environmental campaigning;

‘Trade Marks’

the registered trade marks of Friends of the Earth details of which are set out in the attached schedule;

2. Recitals

- 2.1 Friends of the Earth is the owner of the Trade Marks.
- 2.2 Friends of the Earth has the right to grant licences of the Trade Marks.
- 2.3 The Local Group and Friends of the Earth have agreed that a licence of the Trade Marks be granted to the Local Group on the terms set out in this Agreement.

Friends of the Earth
England, Wales and Northern Ireland
National Office 26-28 Underwood Street London N1 7JQ
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Friends of the Earth Limited Registered in London No 1012357

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3. **Grant**

In consideration of the payment of £1 and of the obligations undertaken by the Local Group under this Agreement Friends of the Earth grants to the Local Group subject to the terms of this Agreement a non-exclusive licence to use the Trade Marks.

4. **Reservation**

Friends of the Earth reserves the right to grant similar licences of the Trade Marks including to other local groups.

5. **Term**

The licence in this Agreement shall continue for as long as the Partnership Agreement unless terminated earlier in accordance with clause 10 below.

6. **Use and protection of the Trade Marks**

- 6.1 The Local Group shall not during the term of this Agreement or at any future time apply to register the Trade Marks or any derivative of the Trade Marks.
- 6.2 The Local Group recognises Friends of the Earth's exclusive title to and ownership of the Trade Marks and shall not claim any right, title or interest in the Trade Marks or any part of it other than that granted under this Agreement.
- 6.3 This Licence is personal to the Local Group who shall not assign any rights granted to it under this Agreement or grant any sub licence to any third party without the prior written consent of Friends of the Earth.

7. **Local Group not to use Friends of the Earth's name**

- 7.1 The Local Group shall only make use of the Trade Marks with the addition of the word[s]
“ _____ ”
- 7.2 Unless specifically authorised to do so by Friends of the Earth, the Local Group shall not hold itself out as acting for or on behalf of Friends of the Earth or as being an agent or representative of Friends of the Earth.

8. **Action against third parties**

- 8.1 Friends of the Earth shall have the sole right to take action against third parties in respect of the Trade Marks.
- 8.2 The Local Group shall in no circumstances settle any claim or action against third parties without the prior written consent of Friends of the Earth.

9. Termination

- 9.1 Either party may for any reason terminate this Agreement at any time on providing not less than one month's notice in writing to the other party, such notice to set out for information only the reason for termination.
- 9.2 Friends of the Earth may terminate this Agreement immediately by notice in writing and without the requirement for a one month notice period if the Local Group is in breach of any of its obligations under this Agreement.
- 9.3 On the date of termination of this Agreement, the Partnership Agreement will also terminate without further notice.
- 9.4 This Agreement will terminate automatically upon termination of the Partnership Agreement by either party in accordance with the terms of that agreement.

10. Termination consequences

On termination of this Agreement the Local Group shall discontinue all use of the Trade Marks and any of its derivatives.

11. No waiver

No waiver by Friends of the Earth of any of the Local Group's obligations under this Agreement shall be effective unless made by Friends of the Earth in writing nor shall any waiver by Friends of the Earth in respect of any breach be deemed to constitute a waiver of or consent to any subsequent breach by the Local Group of its obligations.

12. Severability

In the event that any provision of this Agreement is declared void, voidable or illegal the remaining provisions shall continue to apply.

13. No agency or partnership

The parties are not partners or joint venturers nor is the Local Group entitled to act as Friends of the Earth's agent nor shall Friends of the Earth be liable in respect of any representation act or omission of the Local Group of whatever nature.

14. Notices

Any notice to be served on either of the parties by the other shall be sent by pre-paid recorded delivery or by facsimile transmission and shall be deemed to have been received by the addressee within 2 working days of posting or at 1pm on the next business day if sent by facsimile transmission to the correct number (with correct answer back) of the addressee.

15. Governing law

This Agreement shall be governed by the law of England and Wales in every particular including formation and interpretation and shall be deemed to have been made within England and Wales and the parties hereby submit to the exclusive jurisdiction of the English Courts.

16. This Agreement prevails

In the event of a conflict between the terms of this Agreement and the terms of the Partnership Agreement, this agreement shall prevail.

SIGNED ON BEHALF OF THE LOCAL GROUP BY:

.....
[PRINT NAME]

.....
[SIGN]

on the.....day of200..

SIGNED ON BEHALF OF FRIENDS OF THE EARTH BY:
.....
on the.....day of200..

Please return this Agreement to:
Friends of the Earth
C/O Diane Leonard
Supporter Service Unit
56-58 Alma Street Luton LU1 2PH

A copy will be returned to you.