

SPEAKERS' CORNER TRUST

("LICENSOR")

AND

[TERRITORY] SPEAKERS' CORNER COMMITTEE

("LICENSEE")

TRADE MARK LICENCE AGREEMENT

THIS AGREEMENT is made on the day of [•] 2007

BETWEEN:

- (1) Speakers' Corner Trust, company number 6116102, a limited company incorporated in England and Wales, whose registered office is at 10 Upper Bank Street, London E14 5JJ ("**Licensor**"); and
- (2) [Territory] Speaker's Corner Committee, a committee formed under the Speaker's Corner Committee Constitution, whose address is at [•] ("**Licensee**").

each a "**Party**" to this Agreement.

INTRODUCTION:

- (A) The Licensor is the owner of the Trade Mark (as defined below).
- (B) The Licensor wishes to grant, and the Licensee wishes to accept, a licence to use the Trade Mark on the terms and conditions of this Agreement.

IT IS AGREED as follows:

1. **INTERPRETATION**

1.1 In this Agreement:

"**Committee**" means any committee formed under the Speaker's Corner Committee Constitution or formed in a substantially similar manner for the same aims as the Purpose.

"**Purpose**" means the promotion of public expression, discussion and debate and the organising of public events and educational initiatives to facilitate the free exchange of ideas and opinions and encourage active citizenship.

"**Speaker's Corner Committee Constitution**" refers to the model constitution established by the Licensor from time to time.

"**Territory**" means *[insert description of area in which the Licensee may operate]*.

"**Trade Mark**" means "**THE SPEAKERS' CORNER TRUST**" trade mark, as depicted in Schedule 1 to this Agreement and any variations or stylised representations thereof.

1.2 In this Agreement, a reference to:

1.2.1 a statutory provision includes a reference to the statutory provision as modified or re-enacted or both from time to time before the date of this Agreement and any subordinate legislation made under the statutory provision (as so modified or re-enacted) before the date of this Agreement;

1.2.2 a "**person**" includes a reference to any individual, firm, company, corporation, body or other body corporate, government, state or agency of a state or any joint venture, association or partnership, works council or employee representative body (whether or not having separate legal personality);

- 1.2.3 a clause, paragraph or schedule, unless the context otherwise requires, is a reference to a clause or paragraph of, or schedule to, this Agreement; and
- 1.2.4 a reference to "include", "includes" or "including" shall be construed without limitation.
- 1.3 In this Agreement the singular includes the plural and vice versa (unless the context otherwise requires).
- 1.4 The headings in this Agreement do not affect its interpretation.
- 2. **LICENCE**
- 2.1 In consideration of:
 - 2.1.1 payment of £1.00 by the Licensee to the Licensor; and
 - 2.1.2 the other obligations accepted by the Licensee under this Agreement,the Licensor hereby grants the Licensee a non-exclusive, non-transferable, royalty-free licence within the Territory to use the Trade Mark solely in connection with the Purpose.
- 2.2 The Licensee may use the Trade Mark outside the Territory solely to promote the Purpose.
- 2.3 The License granted in this Clause 2 includes the right to grant sub-licences to any other Committee within the Territory, provided that:
 - 2.3.1 the sub-licensee signs a written sub-licence with the Licensee on terms acceptable to the Licensor and on the terms of this Agreement (save that such sub-licensee may not grant further sub-licences);
 - 2.3.2 the Licensee notifies the Licensor of any proposed sub-licence no later than two weeks prior to the proposed grant of the sub-licence;
 - 2.3.3 if the Agreement is terminated at any time in accordance with Clause 11, all sub-licences granted in accordance with this clause 2 shall terminate simultaneously; and
 - 2.3.4 the Licensee shall remain responsible to the Licensor for the acts or omissions of its sub-licensees and shall indemnify the Licensor in respect of any damages, losses, liabilities, costs or expenses suffered by the Licensor as a result of any act or omission by a sub-licensee in its capacity as a sub-licensee.
- 3. **EXCLUSION OF WARRANTIES AND REPRESENTATIONS**
- 3.1 The Licensor does not give any warranties or make any representations in relation to the Trade Mark including as to the validity or enforceability of the Trade Mark or the likelihood of the application for the Trade Mark to proceed to grant, or that the use of the Trade Mark will not infringe the intellectual property or other rights of any third party.

3.2 The Licensor hereby disclaims, to the fullest extent permitted by law, all warranties and representations implied by law in relation to the subject matter of the licence granted by this Agreement.

4. **QUALITY CONTROL AND USE OF THE TRADE MARK**

4.1 The Licensee shall use the Trade Mark in a commercially acceptable and responsible manner and shall make no use of the Trade Mark which would:

4.1.1 adversely affect the reputation and standing of the Trade Mark; or

4.1.2 materially adversely affect the reputation and standing of the Licensor.

4.2 The Licensor shall use the Trade Mark strictly in accordance with:

4.2.1 the charitable objectives of the Speaker's Corner Committee Constitution and such other activities/objectives as the Licensor may approve;

4.2.2 all applicable laws, rules and regulations; and

4.2.3 any guidelines which the Licensor may provide from time to time.

4.3 Subject to Clause 4.2, the Licensor shall only use the Trade Mark in:

4.3.1 either of the layouts shown in Schedule 1;

4.3.2 either of the layouts shown in Schedule 2; and/or

4.3.3 any additional manner permitted in accordance with the guidelines, if any, in Clause 4.2.3.

5. **TRADE MARK RIGHTS**

5.1 The Licensee acknowledges that the Licensor is the owner of all right, title and interest in the Trade Mark including goodwill and related intellectual property rights, including copyrights, designs and domain names.

5.2 Any goodwill arising from the use of the Trade Mark by the Licensee shall accrue to the benefit of the Licensor.

6. **PROTECTION OF THE TRADE MARK**

6.1 The Licensee shall not, and shall procure that its employees, agents, officers and directors do not, do or cause to be done anything which may, anywhere in the world:

6.1.1 in any way damage, jeopardise or otherwise prejudice the goodwill and reputation of the Trade Mark or the Licensor;

6.1.2 adversely affect the reputation, good name or image of the Trade Mark or the Licensor; or

6.1.3 call the Trade Mark or the Licensor into disrepute or disregard.

6.2 The Licensee shall comply with the Licensor's instructions from time to time as to the display of indications that the Trade Mark owner is the Licensor by the use of the ™ symbol or, after registration of the Trade Mark, by the use of the ® symbol and/or the words "Registered Trade Mark of Speakers' Corner Trust Limited" or similar indication as may be requested by the Licensor and as permitted by law.

6.3 The Licensee shall not register or apply to register the Trade Mark or any mark which incorporates or contains the Trade Mark.

6.4 The Licensee shall not apply to register the Trade Mark as a domain name, or register any domain name similar to the Trade Mark without the consent of the Licensor.

7. MAINTENANCE OF THE TRADE MARK

7.1 The Licensor may, at its absolute discretion, maintain the application in respect of the Trade Mark. The Licensee shall not be liable to pay for or contribute towards any registration or renewal fees and other fees relating to the Trade Mark.

7.2 The Licensor at its absolute discretion shall be entitled to abandon or to allow the application or future registration in respect of the Trade Mark to lapse and the Licensee shall have no right to require the Licensor to continue to maintain or pursue the application or registration.

8. INDEMNITY

8.1 The Licensee agrees to indemnify the Licensor in respect of any costs, claims, loss or liability whatsoever suffered by the Licensor (including reasonable legal costs and disbursements) as a result of:

8.1.1 any breach by the Licensee of any of the terms of this agreement; or

8.1.2 any use of the Trade Mark by the Licensee.

9. INFRINGEMENTS

9.1 If the Licensee becomes aware of any infringement or suspected infringement of the Trade Mark in the Territory (each an "**Unauthorised Use**"), it shall immediately notify the Licensor giving such particulars of such Unauthorised Use as may be available in the circumstances.

9.2 The Licensor shall, at its sole discretion, take whatever action it sees fit in connection with the Unauthorised Use at its own cost. The Licensee shall make all reasonable efforts to assist with any proceedings that are brought by the Licensor in this regard. However the Licensee shall not, without the Licensor's prior authorisation, be entitled to bring any proceedings or make any comments, concessions, admissions or allegations on behalf of the Licensor in connection with any Unauthorised Use or in any other respect.

10. THIRD PARTY CLAIMS

10.1 If any claim is brought or threatened against the Licensee in respect of its use of the Trade Mark (each an "**Adverse Claim**"), the Licensee shall immediately notify the Licensor in writing giving detailed particulars of such Adverse Claim. The Licensee

shall not, make any comment or admission to any third party in respect of any such Adverse Claim without the prior written consent of the Licensor.

- 10.2 The Licensor shall in its absolute discretion determine whether to take whatever action (if any) it deems fit in connection with any Adverse Claim. The Licensee shall make all reasonable efforts to assist with any action taken by the Licensor in this regard. However the Licensee shall not, without the Licensor's prior authorisation, be entitled to bring any proceedings or make any comments, concessions, admissions or allegations on behalf of the Licensor in connection with an Adverse Claim or in any other respect.

11. **TERMINATION**

- 11.1 The Licensor may terminate this Agreement at its absolute discretion at any time, with immediate effect from the date of notifying the Licensee. The Licensor has no obligation to give reasons for its decision.

- 11.2 Within 30 days after termination of this Agreement, the Licensee shall cease all use of the Trade Mark including use as part of its name.

12. **NOTICES**

- 12.1 Any notice or other communication in connection with this Agreement (each, a "Notice") shall be:

- (a) in writing and in English; and
- (b) delivered by fax or pre-paid first class post.

- 12.2 A Notice to the Licensor shall be sent to the following address, or such other person or address as the Licensor may notify to the Licensee from time to time:

The Directors
[insert contact address and fax number of Licensor]

- 12.3 A Notice to the Licensee shall be sent to the following address, or such other person or address as the Licensee may notify to the Licensor from time to time:

The *[Territory]* Speaker's Corner Committee
[insert contact name, contact address and fax number of the Licensee]

- 12.4 Each party shall keep each other informed of any change of address.

- 12.5 A Notice shall be effective upon receipt and shall be deemed to have been received:

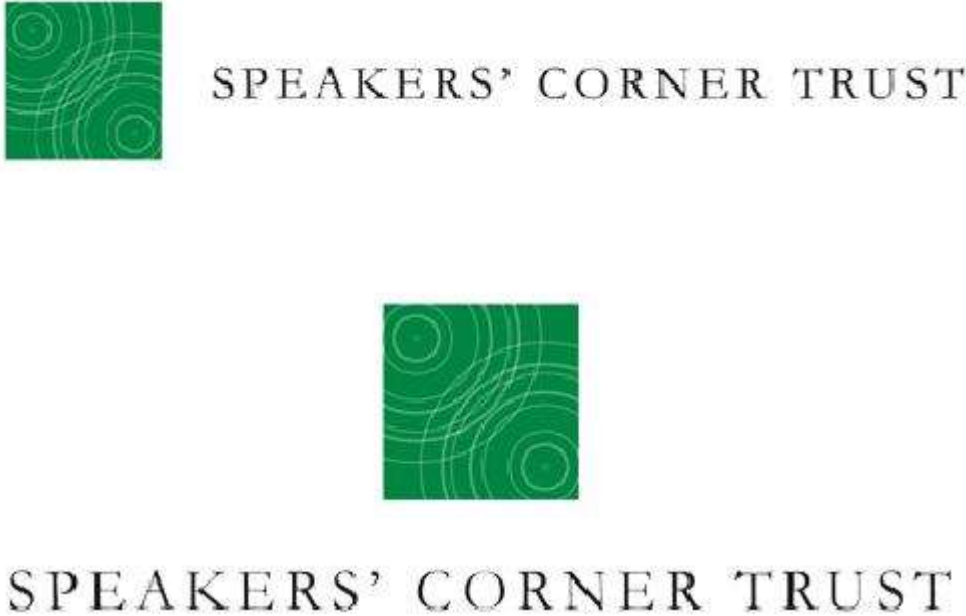
- 12.5.1 two Business Days after posting, if delivered by pre-paid first class post to an address within the same country as the sender; or
- 12.5.2 at the time of delivery of a confirmation copy by another of the permitted forms of transmission, if delivered by fax.

13. **GENERAL**

- 13.1 The Licensee may not, without the prior written consent of the Licensor, assign or transfer any of its rights or liabilities under this Agreement, or delegate the performance of any of its obligations, whether in whole or in part.
- 13.2 Nothing in this Agreement shall constitute a joint venture or partnership between the Licensor and Licensee.
- 13.3 If at any time any provision of this Agreement is or becomes illegal, invalid or unenforceable in any respect under the law of any jurisdiction, that shall not affect the legality, validity or enforceability in that jurisdiction or any other jurisdiction of any other provision of this Agreement.
- 13.4 A person who is not a party to this Agreement has no right under the Contract (Rights of Third Parties) Act 1999 to enforce any term of this Agreement.
- 13.5 A variation of this Agreement is valid only if it is in writing and signed by or on behalf of each Party.
- 13.6 The failure to exercise or delay in exercising a right or remedy provided by this Agreement or by law does not impair or constitute a waiver of the right or remedy or an impairment of or a waiver of other rights or remedies. No single or partial exercise of a right or remedy provided by this Agreement or by law prevents further exercise of the right or remedy or the exercise of another right or remedy.
- 13.7 The rights and remedies of the Parties contained in this Agreement are cumulative and not exclusive of rights or remedies provided by law.
- 13.8 Each Party agrees to execute all documents and do all things necessary to give effect to this Agreement.
- 13.9 This Agreement shall be binding on the Parties and their successors in title.
- 13.10 This Agreement constitutes the entire agreement between the Parties relating to the subject matter of this Agreement and supersedes any previous arrangements, agreements or understandings in relation to the subject matter of this Agreement.
- 13.11 English law governs this Agreement and the courts of England have exclusive jurisdiction to settle any dispute arising from or connected with this Agreement.
- 13.12 This Agreement may be executed in any number of counterparts each of which when executed and delivered is an original, but all the counterparts together constitute the same document.

SCHEDULE 1

THE TRADE MARK

Trade Mark	Applicant	Number	Jurisdiction	Filing Date	Class	Status (as at 04/12/07)
<p>SPEAKERS' CORNER TRUST (SERIES)</p> 	<p>SPEAKERS' CORNER TRUST LIMITED</p>	<p>2,470,214</p>	<p>UK</p>	<p>22 October 2007</p>	<p>45</p>	<p>Examined</p>

SCHEDULE 2

Permitted Trade Mark Usage



SPEAKERS' CORNER TRUST

[TERRITORY]



SPEAKERS' CORNER TRUST

[TERRITORY]

Executed for and on behalf of)
SPEAKERS' CORNER TRUST)

Name_____

Executed for and on behalf of)
[Territory] SPEAKERS' CORNER COMMITTEE)
by a duly authorised signatory in accordance with the constitution of the committee)

Name_____