





2. License Grant

The Licensor hereby grants to the Licensee an exclusive, non-transferable, non-assignable license, without the right to grant sublicenses, to use the names, logo and trademarks of **IUCN and IUCN-International Union for Conservation of Nature, International Union for the Conservation of Nature and Natural Resources, and World Conservation Congress**, solely on or in connection with the name, programme and activities of the *National Committee for* _____ (Insert name of country or region) and solely within the Licensee's territory of _____ (Insert name of country or region), and, for this purpose only, to affix such name, logo and trademark on or to letterhead, literature, packaging, educational materials, news media, advertising, websites, and materials distributed or sold in connection with the licensed names, logo or trademark.

3. Terms and Conditions

(A) The Agreement shall commence and be effective upon signature by the Director General of IUCN, or his/her duly authorized representative, and shall run for a term to expire within the close of the next successive World Conservation Congress, and if the Licensee is in full compliance with all of the terms and conditions hereof during that term, the Licensor agrees to grant to the Licensee an extension of the term to the close of the next successive World Conservation Congress, subject to further renewal on the same basis as the initial term.

(B) As a condition of the grant of this License, the Licensee shall maintain its status and activities in full compliance with the Statutes and Regulations of IUCN.

(C) As a condition of the grant of this License, the names, logo and trademarks shall be used only in conjunction with the words "National Committee" or "Regional Committee" to be followed respectively by the name of the country or region.

(D) As a condition of the grant of this License, the Licensee shall only use the names, logo and trademarks in accordance with below point 4 "Quality". Any revisions shall be sent by the Licensor to the Licensee at the address above stated, and shall be effective upon receipt by the Licensee.

4. Quality

(A) All uses of the IUCN letter-block design and the typeface of the names **IUCN and IUCN-International Union for Conservation of Nature, International Union for the Conservation of Nature and Natural Resources, and World Conservation Congress**, shall conform to the following: (a) the letters "**IUCN**" are to appear in Pantone 287, Pantone Reflex Blue or 100% black in color; (b) the words "**International Union for Conservation of Nature**" are always 100% black in color; (c) the sizes of the logo for "**IUCN**" shall be as stipulated on logosheets and boilerplates supplied by the headquarters of the International Union for Conservation of Nature and Natural Resources; (d) for most uses, the name and logo should appear on a white or light colored background; (e) no other graphic elements, including boxes, lines, or circles, should be used near or around the name and logo.

(B) Upon commencement of the use, distribution, sale or production of any products using the licensed names, logo or trademarks, the Licensee shall submit, at its own cost, samples of the documents or products employing the licensed names to the International Union for Conservation of Nature and Natural Resources, Rue Mauverney 28, CH-1196 Gland, Switzerland.



(C) In the event that the above-stated quality standards are not met or maintained throughout the term of this Agreement, the Licensor has the right to require that the Licensee immediately discontinue the use, distribution, manufacture, sale or display of the products which the Licensor finds, at its sole discretion, not to meet the quality standards.

5. Goodwill

(A) The Licensee recognizes the value of the goodwill associated with the names, logo and trademarks and acknowledges that the property and trademarks have acquired secondary meaning. The Licensee agrees, during the term of the Agreement and thereafter, never to attack the rights of the



Licensor's names, logos or trademarks remain the property of the Licensor and shall make no claim to them. The Licensee shall send to the Licensor, or destroy, all letterhead, literature, packaging, education materials, advertising, news media, web sites, and materials manufactured for distribution or sale on which the names, logos or trademarks of the Licensor appear.

8. Indemnification

The Licensee shall defend, indemnify, and hold harmless the Licensor, its officers, employees, and agents from and against any losses and expenses, claims, legal actions or other liability, resulting from injury, defamation or other harm to any person or damage to property arising out of or in any way connected with the exercise of the license granted by this Agreement.

9. Waiver

No waiver by the Licensor of a breach or default hereunder shall be deemed a waiver by such party of a subsequent break or default of a like or similar nature.

10. Severability

Should any provision of this Agreement be determined to be unenforceable or in conflict with the law of any jurisdiction, then the validity of the remaining provisions shall not be affected by such a determination.

11. Governing Law

This Agreement shall be construed in accordance with, and all disputes hereunder shall be governed by, the laws of Switzerland. The Licensor and Licensee agree to the jurisdiction of the courts of competent jurisdiction of Switzerland, for the bringing of any and all actions hereunder, and to compel arbitration or enforce any arbitral award.

12. Authentic Text

This Agreement shall be executed in duplicate original copies, one held by the International Union for Conservation of Nature and Natural Resources at its headquarters and one returned to the National, or Regional Committee. Each signed original shall be equally authentic.

13. Arbitration

The Licensor and Licensee agree that any dispute, controversy or claim arising out of or relating to this Agreement, or the breach, termination or invalidity thereof, shall be settled by arbitration in accordance with the UNCITRAL Arbitration Rules as at present in force, and with the following provisions:

- (A) The number of arbitrators shall be three, unless by mutual agreement the Licensor and Licensee agree to one arbitration;
- (B) The place of the arbitration shall be IUCN Headquarters, in Gland, Switzerland;



(C) If either the Licensor or Licensee fails to appoint its respective arbitrator, or the two arbitrators selected fail to agree on the choice of a third arbitrator, then the choice of the third arbitrator shall be made by the president, then in office, of the Swiss League for the Protection of Nature;

(D) The language to be used in the arbitral proceedings shall be English, French or Spanish with either Licensor or Licensee providing its own languages interpretation at its own expense.

The UNCITRAL Arbitration Rules (New York, U.N., 1977; 32 pages; U.N. Sales Num5i5Arbitration Rules1s.5.8(s 75.8(n .V.62