**AGREEMENT LICENSE BETWEEN TRADEMARK OWNER AND A MANUFACTURER**

 AGREEMENT is made this \_\_\_\_\_\_\_\_\_\_\_\_\_day of \_\_\_\_\_\_\_\_ between \_\_\_\_\_\_\_\_\_\_M/s \_\_\_\_\_\_\_\_\_\_\_\_\_\_, a Company registered under the Companies Act\_\_\_\_, and having its registered office at \_\_\_\_\_\_\_\_\_\_\_ hereinafter referred to as `the Licensor' of the One Part.

AND

Mr. .\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_carrying on business of ­­­­­­­­­­­­\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_ Hereinafter referred has `the Licensee' of the Other Part.

WHEREAS

1. The Licensor is the proprietor of a trade mark more particularly described in the scheduled hereunder written and which is duly registered under the Trade and Merchandise Marks Act, 1996.
2. The Licensor is manufacturing and selling the goods viz \_\_\_\_\_\_\_\_\_\_\_ under the said trade mark.
3. The Licensee, which operates a small-scale business, has asked the Licensor to issue him a licence to import the said products with a trade mark embossed or written on it as the Licensor has done and as the Licensor has agreed to do on the following terms and conditions agreed between the parties hereto:

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

1. The Licensor hereby grants to the Licensee a license to manufacture the said goods as a job work by applying the said trade mark, particulars of which are described in the Schedule hereunder written.
2. The Licensee agrees and undertakes that all of the said goods manufactured by the Licensee in his factory at \_\_\_\_\_\_\_\_or elsewhere shall be sold to the Licensor and not to anybody else at the price of Rs \_\_\_\_\_\_\_per item or article. The Licensee undertakes to manufacture and supply to the Licensor a quantity of not less than \_\_\_\_\_\_\_\_\_\_\_\_every month.
3. The goods so manufactured with the said trade mark applied to them will be supplied and delivered by the Licensee to the Licensor at the latter’s business premises at \_\_\_\_\_\_\_ at his own costs of transport.
4. The price of the said products so supplied shall be charged by the Licensor against delivery after deduction from the royalties payable by the Licensee to the Licensor as given below.
5. The Licensor shall have the right to refuse all products supplied if they are not as per specification and the specification must be made clear to the Licensee according to the requirements or quality and in the case of any denial, the Licensee shall return the refused goods from the Licensor's premises at his own expense and after such withdrawal, at the cost of the Licensee.
6. Ownership of the said trade mark shall still remain with the Licensor and the Licensee shall not sell the said merchandise as if he were the owner of the said trade mark
7. The Licensee shall be free to label or advertise that the said products are made by him but it shall also be remembered that the trade mark belongs to the Licensor and that the goods are produced for the benefit of the Licensor.
8. In consideration of the Licensor allowing the Licensee to manufacture the said goods with the said trade mark the Licensee agrees to pay to the Licensor by way of royalty a sum equal to \_\_\_\_\_\_\_per cent of the price of the goods at which they will be sold to the Licensor by the Licensee as aforesaid.
9. This agreement will remain in force for a period of \_\_\_\_\_\_ years from the date hereof and on the expiration of the said period, the Licensee shall stop manufacturing the said goods under the said trade mark and all the goods must be returned to the Licensor.
10. In case of any dispute from this agreement, the same will be referred to arbitration of a common arbitrator and the Arbitration proceedings will be governed by Arbitration and Conciliation Act, 1996.

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

**THE SCHEDULE ABOVE REFERRED TO**

Signed and delivered for and on behalf of

Within named Licensor \_\_\_\_\_\_\_\_\_\_\_\_Company

By its Managing Director

In the presence of \_\_\_\_\_\_\_\_\_\_\_\_\_

Signed and delivered by the

Within named Licensee Mr.\_\_\_\_\_\_\_\_\_\_\_\_\_\_

In the presence of \_\_\_\_\_\_\_\_\_\_\_\_