



NewsML Trademark Licence

Author: IPTC, International Press Telecommunications Council, UK

Date: 2000

LICENCE OF THE IPTC NewsML TRADEMARK TO NON-MEMBERS OF THE IPTC

Use of the IPTC trademark shall be licensed by the IPTC ("the Licensor") to a Non-Member ("the Licensee") in consideration of the following obligations undertaken by the Licensee under the terms of this contract.

1. The Licensee recognises the Licensor as the sole owner of the intellectual property protected by the trademark.
2. The Licensee recognises that the Licensor has the right to grant licenses of the intellectual property protected by the trademark and has agreed to grant such a licence to the Licensee in the terms set out in this contract.
3. The Licensee shall not during the subsistence of this contract or at any future time register to use in its own name as proprietor any of the intellectual property protected by the trademark.
4. The Licensee shall not claim any right title or interest in the intellectual property or any part of it save as is granted by this contract.
5. The Licensee shall immediately call to the attention of the Licensor the use of any part of the intellectual property by any third party or any activity of any third party which might in the opinion of the Licensee amount to infringement of the rights protected by the trademark.
6. The Licensee shall not assign the benefit of this contract or grant any sub-licence without the prior written consent of the Licensor.
7. Use of the IPTC trademark is licensed only to those Licensees who comply with the requirements of the official published description of NewsML.
8. The Licensee promises to respect the integrity and quality standard of the trademark and shall refrain from all acts and omissions which threaten the integrity of the trademark as a mark of quality.
9. The Licensee shall communicate immediately to the IPTC any instances of actual or suspected misuse or non-compliance with the official published description of NewsML which come to the attention of the Licensee.
10. The Licensee shall, at the request of the IPTC Management Committee acting unanimously, accede to any reasonable request of the IPTC to inspect the address of the Licensee to verify compliance and each Licensee shall afford to the IPTC such assistance as is requested by the IPTC in response to the latter's reasonable enquiries in instances of suspected non-compliance with



the official published description of NewsML requirements.

The Licensee shall from time to time provide the IPTC with the full address of its place of business and that place will be deemed the Licensee's address.

The IPTC reserves the right to terminate the use of the trademark by the Licensee at any time without notice or without the need to give reasons to the Licensee for such termination.

This contract shall be governed and construed in accordance with the laws of England and Wales whose courts shall be courts of competent jurisdiction.

==== END of document ====