

Protection and administration of ASSAM (Orthodox) tea in India

The procedure is as follows:

1. Application in Form-I
2. Signing of appropriate License Agreement (2 copies) attached as Schedule IV on plain paper, signature on all pages by the authorized signatory of the applicant company with official company seal on the last page. This is to be sent to Tea Board by post. The License Agreement is for use of the ASSAM (Orthodox) Word and/or logo marks.
3. Payment of Use Fees as per Schedule V
4. Issuance of User License Number to applicant (signed photocopy of agreement will be sent to the applicant at this stage). This User License Number is to be carried on all packs along with the statement "ASSAM (Orthodox)" Word and ASSAM (Orthodox) Logo - protected intellectual property of Tea Board, India used under license". This statement can be put on side panel of packs.
5. Filing of Annual Report in the form given under Schedule VI on quantities sold under the ASSAM (Orthodox) word/ Logo (for renewal of permission).

Form 1

On the Letterhead of Applicant

I/We* wish to execute/renew the License Agreement with the Tea Board of India for use of the ASSAM (Orthodox) Word under application no. _____ and/or ASSAM (Orthodox) Logo under application no. _____ and enclose an A/C payee demand draft for Rs. [] payable to the Tea Board of India towards payment of the annual License Fee.

I/We* agree to abide by the attached Regulations as well as the terms of the License Agreement in relation to my/our* use of the Certification Mark/s.

1. Name of applicant in block letters (specify whether company, partnership, individual, etc):
2. Description of applicant (please circle those which are applicable): Packer / Blender/ Importer / Bulk Supplier or Wholesaler / Auctioneer/ Owner of Retail Store / Tea Boutique / Producer/Manufacturer/BLF / Others: (please specify) _____
3. Descriptions of the product where the logo would be applied (please circle those which are applicable): Packet/Tea Bags/ Bulk packages/ Others: (please specify) _____:
4. Complete Postal Address including Telephone number, Fax & Email:
5. Full Details of places where from the Tea can be lifted for quality assessment:

I hereby declare that the aforesaid information is true and correct to the best of my /our knowledge and belief.

Place:

Date:

(Authorized Signatory of the
Applicant or the Applicant)

Verification:

* Checked and verified the above information and recommended the applicant for getting License for use of the **Assam Orthodox** Logo and/or word mark. This may be done either by Tea Associations, CTTA, GTAC Registered Buyer/Seller/Broker/Manufacturer/Importer/Exporter registered with Tea Board of India.

Place :

Date :

(Authorized Signatories of Tea Association,
CTTA, GTAC Registered
Buyer/Seller/Broker/Manufacturer/Importer/
Exporter

*(Authorized Signatories of such Tea Association, CTTA, GTAC Registered Buyer/Seller/Broker/Manufacturer/Importer or Exporter may sign. Before recommending please ensure the authenticity of the applicant.)

**strike out whichever is not applicable.*

INTRODUCTION TO THE CERTIFICATION MARK LICENSE PROGRAM

A. The Tea Board of India

All teas produced in the tea growing areas of India are administered by the Tea Board, India ("the Board") under the Tea Act, 1953 (hereinafter called the Tea Act).

The Board was established by the Indian Government in 1953 for the purposes of controlling the Indian tea industry. The constitution of the Board is diverse and its members represent the Indian Parliament, owners of tea estates, growers of tea, the Governments of the principal tea growing states of India, employees of tea estates, exporters of tea, internal traders of tea, tea manufacturers and tea consumers.

The objects of the Board are, inter alia, to regulate the production and cultivation of tea in India, to encourage research, to regulate the sale and export of tea, to provide training in tea testing and fixing grade standards of tea, and improving the marketing of tea in India and abroad. The Board has a number of statutory duties and functions under the Tea Act and its various enabling Orders which govern production, quality assurance marketing and export of teas.

The Board is not involved in the manufacture or trade of tea and is run on a non-profit making basis.

B. Orthodox Tea from the State of Assam, India

The state of Assam is situated in the North Eastern part of India. It is geographically unique for its high relative humidity content and the teas grown in this region are low level tea with altitude of the area not exceeding 150 meters above the mean sea level.

Assam (Orthodox) tea is grown in the tea estates along the Brahmaputra Valley within the state of Assam. It is broadly defined as a fully fermented black tea with inherent qualities of flavoury compounds attributable to natural factors such as geographical location, soil characteristic (alluvial and fertile from the rich loam deposited by the Brahmaputra river), climate, wind velocity, light intensity and human skills of selective plucking, manufacturing process characterized by chemical withering, traditional rolling of the withered leaf, fermentation, firing/drying, sorting and grading. For these special characteristics, Assam (Orthodox) tea enjoys much public recognition and patronage worldwide.

Ever since its establishment, the Board has had sole control over the growing, selling and exporting of Assam (Orthodox) tea. It is that control which has given rise to the reputation enjoyed by Assam (Orthodox) tea.

C. **Regulations and the Licensing Program**

In order to ensure that the reputation of Assam (Orthodox) tea is maintained, all dealers of Assam (Orthodox) tea, whether they are producers, exporters or sellers, are required to register with the Board. The Board adopts an inclusive approach in registering dealers of Assam (Orthodox) tea.

Additionally, in an endeavour to promote the ASSAM (Orthodox) tea as a premium tea, the Board had created the ASSAM (Orthodox) logo (variant of the Assam logo administered by the Board since the mid-eighties). ASSAM (Orthodox) word and logo (the Certification Marks) can only be applied to such tea as has been certified by the Board as conforming to the standards and characteristics lead down in this respect. The Board had obtained registration of the ASSAM (Orthodox) word and logo as Geographical Indications under the Geographical Indications of Goods (Registration and Protection) Act, 1999 on 19th Nov, 2007.

The Regulations governing use of the Certification Marks ensures that integrity of ASSAM (Orthodox) tea is maintained and affords the Board the necessary information and control over the ASSAM (Orthodox) tea industry to ensure that tea sold worldwide as ASSAM (Orthodox) tea meets the criteria set forth by the Board.

Further, the Board has put in place a licensing program which ensures that (a) tea sold as ASSAM (Orthodox) tea is genuine and (b) all sellers of

genuine ASSAM (Orthodox) tea are duly licensed. All licenses to use the Certification Marks incorporate the Regulations by reference and a license to use the Certification Marks will be granted without discrimination to anyone who applies, provided the tea meets the required criteria. This is in the interest of both the tea trade and the tea consumer.

REGULATIONS GOVERNING USE OF THE CERTIFICATION MARKS



(Assam Orthodox logo)

Indian Application No. 23135378 dated 11.4.2012

&

ASSAM (Orthodox) (word)

Indian Application No. 2313537 dated 11.04.2012

In respect of Tea in India

1. GENERAL DEFINITION

For the purpose of this Regulation, unless the context otherwise requires, the following definition shall apply:

- (a) "Proprietor" means Tea Board of India, 14 Biplabi Trailokya Maharaj Sarani (Brabourne Road), P O Box No 2172, Calcutta 700001, India;
- (b) "Certification Marks" means the certification marks ASSAM (Orthodox) (word) under application no. 2313537 and ASSAM (Orthodox) Logo under application no. 2313538 depicted in Schedule I hereto;

- (c) "Person" shall include any company or association or body of individuals, whether incorporated or not;
- (d) "License" means a license issued by the Proprietor in accordance with these Regulations;
- (e) "Authorized User" means any person with a subsisting License from the Proprietor to use the Certification Marks;
- (f) "User License Number" means the number issued to the Authorized User on issuance of a License.
- (g) "Packet tea" means tea packed in unit packs or containers of the types which are ordinarily put up for the purpose of retail sale under the Certification Mark/s.
- (h) "Register" means the Register of Authorized Users of the Certification Mark/s maintained by the Proprietor.

2. DEFINITION OF "ASSAM (ORTHODOX) TEA"

Assam (Orthodox) tea is tea that:

- (a) is cultivated, grown or produced in one of the tea gardens listed in the geographic area listed in the attached Schedule II and which have been registered with the Proprietor in accordance with the provisions of the (Indian) Tea Act, 1953 or any relevant law which may replace this Act;
- (b) has been cultivated, grown or produced in one of the tea gardens listed in Schedule III (which may be amended from time to time by the Proprietor);
- (c) has been processed and manufactured in a factory located in the geographic area listed in the attached Schedule II;
- (d) has earthy and naturally occurring organoleptic characteristics of malty, smooth and mellow liquor, brownish coppery brightness, body colour and strength, with a distinctive astringent sensation that relates to briskness, typical of tea cultivated, grown and produced in the geographic area listed in the attached Schedule II; and
- (e) when tested by expert tea tasters on behalf of the Proprietor, is determined to have the taste, aroma and mouth feel of the characteristics described in (d) above.

3. OWNERSHIP OF CERTIFICATION MARKS

The Certification Marks are the absolute property of the Proprietor and shall not be used by any person except an Authorized User. The power of issuing and terminating a license is vested with the Proprietor. The decision to issue and/or cancel a license is dependent solely on the Authorized User's continued conformity with the criteria set forth herein.

4. USE OF THE CERTIFICATION MARKS

- 4.1. **In order** to ensure that the Certification Marks are only used by an Authorized User pursuant to the standards set forth in this section, all Authorized Users will be required to execute a License attached as Schedule IV governing their use of the Certification Marks. In consideration of the rights of Licensed use of the Certification Marks granted to the Authorized Users, the Proprietor shall charge Authorized Users License fee in terms of schedule attached as Schedule V. Every applicant for a License to use the Certification Marks undertakes that the tea in respect whereof **will be used** the Certification Marks conforms to these Regulations and the terms of the License.
- 4.2 The Certification Marks shall be applied to or used only in relation to such tea that satisfies the characteristics of Assam (Orthodox) tea as set forth in Section 2 of these Regulations. Specifically, except as set forth in Sections 5.3 and 5.4 below, the Certification Marks, whether used in conjunction or isolation, shall always be used to certify that 100% of the tea **is derived** from a single tea garden listed in Schedule III.
- 4.3 The Certification Marks may be used in relation to a blend of Assam (Orthodox) tea drawn from more than one tea garden listed in Schedule III only if each tea constituting the blend **is** derived from **the** tea gardens listed in Schedule III. In such case, the packaging for the tea must clearly indicate that the tea is a blend of Assam (Orthodox) tea with prominent use of the term "blend" or the term "blended."
- 4.4 The Certification Marks shall not be used in relation to a mixture of Assam (Orthodox) tea with teas of origin other than **that** originating from the geographic area listed in Schedule II. If Assam (Orthodox) tea is one of the

components of a tea mixture that includes some portion of tea that does not conform to the characteristics defined in Section 2, the tea mixture must not be named or referred to as “Assam (Orthodox) tea” and the word “Assam (Orthodox)” may only be used and must be used on the packaging to accurately set forth the proportion of Assam (Orthodox) tea in the tea mixture (e.g., a list of ingredients). In such cases, the term “Assam (Orthodox)” must appear in a font, design and size that does not misrepresent to the consumer the content and origin of the mixture.

- 4.5 The Certification Marks shall be applied to packaging for Assam (Orthodox) tea so that they are clearly visible to the purchasers / consumers. All representations of the Certification Marks shall be accompanied by an indication that they are certification marks of the Proprietor. Subject to these Regulations, the Authorized User shall decide the way in which the Certification Marks may be represented including specifications as to the colour, size and lettering of the Certification Marks (with the exception of the Assam (Orthodox) Logo, which must appear as presented in Schedule I hereto) and what matter of any description may be used in close association with the Certification Mark and in what relationship, except that the Certification Marks must appear in a different size or font than the Authorized User’s trademarks and company name. In the event of any representation of the Certification Mark being considered unsuitable by the Proprietor, the Authorized User shall terminate such use.
- 4.6.1 Authorized User shall not use or seek to register the Certification Marks as a trademark, or as part of a trademark or trade name, for the goods or services of the Authorized User.
- 4.6.2 Authorised User shall stop using the Certification Marks in the event of it being not renewed by the user or it is terminated by the Proprietor.

5. HOW THE SCHEME WILL BE POLICED / MONITORED

- 5.1 In order to ensure the integrity of the supply chain of Assam (Orthodox) tea and so that the Proprietor may monitor the quantity of Assam (Orthodox) tea exported out of and sold in India, and for the purpose of ensuring that tea other than tea described in Section 2 of these Regulations is not being sold as Assam (Orthodox) tea, for each calendar year, all Authorized Users shall

submit to the Proprietor an annual report of purchases, sales and inventory of Assam (Orthodox) tea, in the form of Schedule VI (the “Annual Report”). The Annual Report for each calendar year shall be due to the Proprietor immediately on the expiration thereof.

- 5.2 So that the Proprietor may monitor the legitimacy and quality of Assam (Orthodox) tea exported out of and sold in India, at the Proprietor’s request, Authorized User shall submit to Proprietor a sample of tea sold **by the Authorized User** and/or packaging used by authorized User shall submit any sample requested pursuant to this paragraph to **the** Proprietor within two (2) weeks of receipt of such request from the Proprietor. So that Proprietor may monitor the legitimacy and quality of Assam (Orthodox) tea exported out of and sold in India, Proprietor shall be entitled to inspect, prior to and after the grant of a license, during business hours and with reasonable notice to applicant/Authorized User, any premises where Assam (Orthodox) tea is being processed, manufactured, packed or stored, for the purpose of ensuring that the standards laid down by the Proprietor are being adhered to and complied with. Any License will be conditional on the Proprietor being so satisfied.

- 5.4 **The Proprietor shall have the right to issue Guidelines/Circulars from time to time for effective administration of the Certification Marks and such Guidelines/Circulars shall be binding on the Users.**

6. **MAINTENANCE OF REGISTER OF AUTHORIZED USERS**

- 6.1 The Proprietor shall keep at its office a Register wherein shall be entered the name, address and trade descriptions of each Authorized User, the date of his registration, particulars concerning the cancellation of any previous License, and such other particulars as may from time to time be prescribed or deemed necessary by **the** Proprietor.
- 6.2 The Register will be available for inspection at Director of Tea Promotion, Tea Board, 5th Floor, 14, B.T.M. Sarani (Brabourne Road), P O Box No 2172, Kolkata 700 001, India. Any person wishing to inspect the Register shall give reasonable notice to the appropriate office of the Proprietor where such inspection is to take place.

7. **BREACH OF LICENSE**

- 7.1 These Regulations are incorporated into all licenses by reference. The Proprietor and/or Authorized User may terminate a License without prejudice to its other remedies forthwith by notice in writing to the other if the other party commits a breach of the License; provided that if the breach is capable of remedy the notice shall only be given if the party in breach shall not have remedied the same within one month of having been given notice in writing specifying the breach and requiring it to be remedied.
- 7.2 If an Authorized User uses the Certification Marks in an unauthorized, misleading or deceptive manner, or in any manner that defames or causes disrepute to Assam (Orthodox) tea, or if the Authorized User is convicted of any offense leading to the discredit of his reputation or good faith as a trader, or is adjudicated bankrupt, or goes into liquidation (other than voluntary liquidation for the purpose of amalgamation or reconstruction), or has a receiver appointed over his assets, the Proprietor may terminate the License.
- 7.3 If the Proprietor terminates a License pursuant to the provisions of the License and these Regulations, the former Authorized User **shall** not use the Certification Marks for any purpose.

8. **PROCEDURE FOR RESOLVING DISPUTES**

In the event of the issue of a License being refused or a License being terminated by the Proprietor, the person concerned shall, within the period of sixty days immediately succeeding the date of such refusal or termination, have the right to appeal against such refusal or cancellation to the Registrar of Trade Marks, India, provided that he at the same time gives notice of such appeal to the Proprietor. The decision of the Registrar of Trade Marks on such appeal (after submission to it of such written and/or oral representations as the parties decide to make or as it shall require) shall be final and binding on the Proprietor and the person concerned.

9. **NOTICES**

Any notice given by the Proprietor to an Authorized User pursuant to the Authorized User's license shall be deemed to have been duly given if forwarded through the post by prepaid letter addressed to the Authorized

User set forth in its license. Any notice given by an Authorized User to the Proprietor shall be deemed to have been duly given if forwarded through the post by prepaid letter addressed to the Proprietor at Director of Tea **Promotion**, Tea Board, 5th Floor, 14, B.T.M. Sarani (Brabourne Road), PO Box 2172, Kolkata 700 001, India.

10. POWER TO AMEND

Subject to the consent of the Registrar of Trade Marks, the Proprietor may alter these Regulations in accordance with the provisions of the Trade Marks Act, 1999 or any other law for the time being in force in India

11. DELEGATION OF POWERS

The Proprietor may authorize such persons as deemed appropriate by it to make tests and inspections in pursuance of paragraph 5.3 of these Regulations on its behalf. Such persons may include, for example, expert tea tasters, public analysts or such other persons or bodies deemed competent under the relevant food laws and regulations in force in India from time to time. The Proprietor may require that an authorized user obtain a certificate from such a person in order to be entitled to use the Certification Marks. For the purpose only of making tests and inspections, the Proprietor may from time to time delegate its powers to a Management Committee duly appointed by a Resolution of the Proprietor, and/or its Board who may be appointed and selected to represent the Proprietor, subject always to such conditions as the Proprietor may from time to time impose. **Further, the proprietor may authorize by way of resolution, office order or circular any person serving under it to sign any agreement for effective administration of the Certification Marks.**

SCHEDULE I

ASSAM (Orthodox)

Indian application No. 2313537

and



ASSAM (Orthodox) logo

Indian application No. 2313538

In respect of Tea in class 30 in India

SCHEDULE II - GEOGRAPHIC AREA

The Following areas in the state of Assam, India:

1. Sibsagar, Sonari, and Nazira Sub- Divisions of Sibsagar District.
2. Moriani and Jorhat Sub-Division of Jorhat District.
3. Golaghat and Bokakhat Sub-Division of Golaghat District.
4. Tinsukia and Margherita Sub-Division of Tinsukia District.
5. Udalguri Sub-Division of Udalguri District.
6. Bokajan Sub-Division of Karbi Anglong District.
7. Biswanath Chariali, Tezpur and Gohpur Sub-Division of Sonitpur District.
8. Haflong Sub-Division of North Cachar Hills.
9. Mongaldai Sub-Division of Darrang District.
10. Rongia Sub-Division of Kamrup District.
11. Kokrajhar and Gosaigaon Sub-Division of Kokrajhar District.
12. Dibrugarh Sub-Division of Dibrugarh District.
13. Baska Sub-Division of Baska District.
14. Nagaon Sub-Division of Nagaon District.
15. Chapor Sub-Division of Dhubri District.
16. Lakhimpur Sub-Division of Lakhimpur District.

SCHEDULE III - LIST OF TEA GARDENS

1.	Amgoorie
2.	Borhat
3.	Borpatra
4.	Doomur Dallung
5.	Gabroo Purbat
6.	Kanu
7.	Khagorijan
8.	Khomgea
9.	Khoomtaie
10.	Krishna Behari
11.	Manjushree
12.	Mohokutie
13.	Nahorhabi
14.	Sree Sibbari
15.	Suffry
16.	Shri Ram Tea Indus
17.	Towkok
18.	Tingalibam
19.	Vohra Tea (BLF)
20.	Bemolapur
21.	Gelakey
22.	Shantipur
23.	Sonabheel
24.	Sonarie
25.	Deha
26.	Bhuyankhat
27.	Diffloo T.E.
28.	Gatoonga
29.	Heelekah
30.	Lukwah
31.	Mackeypore T.E.
32.	Madoorie
33.	Hajua
34.	Mangalam
35.	Salkathoni
36.	Suntok
37.	Attabarrie
38.	Ananda-Bag
39.	Baghjan
40.	Bogapani
41.	Bordubi
42.	Budlabeta
43.	Daisajan
44.	Deamoolie
45.	Dhoeadaam
46.	Dingultarrung
47.	Dinjan
48.	Dirial
49.	Dirok
50.	Duamara
51.	Panitola
52.	Pengaree
53.	Raidang (Dib)
54.	Rajah Alli
55.	Rungagora(AC)
56.	Rupai
57.	Samdang
58.	Saportoli
59.	Satrupa(BLF)
60.	Hatimara
61.	Hokonguri
62.	Itakhooli
63.	Jutlibari
64.	Khobong/Laina
65.	Koomsong
66.	Ledo
67.	Limbuguri
68.	Madhuban
69.	Mahakali
70.	Margherita
71.	Namdang
72.	Borguri
73.	Kamakhyabari
74.	Mahadeobari
75.	Sewpur
76.	Balupara
77.	Malibru
78.	Max-Worth

79.	Atareekhat
80.	Borengajuli
81.	Budlapara
82.	Bhooteachang
83.	Dimakusi
84.	Hattigor
85.	Nonaipara
86.	Orangajuli
87.	Paneery
88.	Singrimari
89.	Banaspati
90.	Namboornadi
91.	Ambica
92.	Dhanseri
93.	Lengree
94.	Kopili
95.	Bhagmari
96.	Bargang
97.	Behali
98.	Corramore
99.	Dekorai
100.	Dhulapadung
101.	Dufflaghur
102.	Gingia
103.	Halem
104.	Tezpore & Gogra
105.	Mijicajan
106.	Monabarie
107.	Nahorani
108.	Nya Gogra / Gohpur
109.	Pertabgurh
110.	Phulbari
111.	Rupajuli
112.	Sessa 'M' (E&Singlo)
113.	Suola
114.	Tarajulie
115.	Nirmala
116.	Anupam
117.	Behora
118.	Bogidhola
119.	Bokakhat
120.	Borsapori
121.	Bukhial
122.	Nurnalighur
123.	Ghilladhary

124.	Lattakoojan
125.	Marangi
126.	Methoni
127.	Rungagora(JG)
128.	Halmira
129.	Jamguri
130.	Marangi
131.	Murphulani
132.	Nahorjuri
133.	Bettybari
134.	Mazbat
135.	Narayanpur
136.	Pabhoi
137.	Kacharigaon
138.	Kolony
139.	Mahaluxmi
140.	Shyamguri
141.	Belseri
142.	Birjhora
143.	Menoka
144.	Nagriajuli
145.	Dahingeapar
146.	Hunwal
147.	Sockieting
148.	Desso
149.	Meleng
150.	Duflating
151.	Seleng
152.	Jorhat
153.	Dejoo
154.	Harmutty
155.	Seajuli
156.	Cinnatolliah
157.	Koilamari
158.	Doomni*
159.	Borliut
160.	Kondoli
161.	Sesenee
162.	Salonah
163.	Rembeng
164.	Mornoi
165.	Banglabari T.E.
166.	Kokrajhar
167.	Daloabari
168.	Krishnakali

169.	Achabam
170.	Amulguri
171.	Anandabari
172.	Balijan(H)
173.	Balijan North
174.	Bokel
175.	Borbarooah
176.	Chubwa
177.	Dikom
178.	Diksam
179.	Dilli
180.	Dinjoye
181.	Dirai
182.	Ethelwold
183.	Greenwood
184.	HapjanPurbat
185.	Harishpur
186.	Hatti Alli
187.	Hazelbank
188.	Jaipur
189.	Keyhung
190.	Langharjan
191.	Maijan/Nagaghoolie
192.	Madhuting
193.	Mancotta
194.	Maud
195.	Mokalbari
196.	Muttuck
197.	Namsang
198.	Nudwa
199.	Romai
200.	Satyanarayan
201.	Sealkotee
202.	Sessa(Stewart Holl)
203.	Singlijan
204.	Teen Ali
205.	Teloijan
206.	Thanai
207.	Zaloni
208.	Ghograjan
209.	Jodhpur
210.	Kaliapani
211.	Korangani
212.	Primerose
213.	Rongmola

214.	Satispur
215.	Shyam
216.	Namroop
217.	Ouphulia
218.	Pipratoly
219.	Desam
220.	Basmatia
221.	Dhelakhat
222.	Gangabari
223.	Halmari
224.	Jamirah
225.	Joonktollee
226.	Kenduguri
227.	Lengrai
228.	Rajgarh
229.	Sepon
230.	Tinkong
231.	Modi Tea
232.	Satipur (S)
233.	Satyanarayan
234.	Dhunseri
235.	Lamabari
236.	Bateli
237.	Bahipukhuro
238.	Majuli
239.	Bhergaon
240.	Krishnasushaibini
241.	Maijonga

SCHEDULE IV
CERTIFICATION MARKS LICENSE AGREEMENT

User License Number:

This License, effective as of the date of full execution, is by and between Tea Board, India, a statutory body created by authority of the Government of India, B.T.M. Sarani (Brabourne Road), PO Box No 2172, Kolkata, India ("Licensor"), on the one hand, and _____ (name) doing business at _____ ("Authorized User"), on the other hand.

WHEREAS the Licensor has applied for registration of the Certification Marks "ASSAM (Orthodox) logo", Indian Application no. _____ and "ASSAM (Orthodox) (word)" Indian Application no. _____ in class 30 in respect of tea and any reference to 'Regulations' in this License is a reference to the Regulations governing the use of these Certification Marks;

WHEREAS the Authorized User has applied to the Licensor for a License entitling Authorized User to use the Certification Marks subject to Authorized User's compliance with the said Regulations or any modification thereof, and the terms hereof;

NOW THIS AGREEMENT WITNESSETH that in consideration of the terms and conditions hereinafter contained, the Licensor hereby agrees to permit Authorized User to use the Certification Marks in respect of ASSAM (Orthodox) tea which meets the criteria set out in paragraph 2 of the Regulations.

1. INCORPORATION OF THE REGULATIONS

The Regulations, including all definitions set forth therein, are hereby incorporated by reference. By execution of this License, Authorized User agrees to abide by the terms of the Regulations and the terms of the Regulations shall be deemed terms of this License.

2. OBLIGATIONS AND ACKNOWLEDGEMENT OF AUTHORIZED USER

- 2.1 Authorized User shall display its User License Number on all packets and packaging materials containing ASSAM (Orthodox) tea.

- 2.2 Authorized User undertakes and guarantees that the use of the Certification Marks shall be subject to the requirements set forth by the Proprietor in the Regulations **and/or guidelines/circulars issued from time to time.**
- 2.3 Authorized User shall not use the Certification Marks in a manner which is deceptive or which **will** bring them into disrepute.
- 2.4 Authorized User will refrain from using or registering the Certifications Marks as trademarks or as part of trademarks or trade name.
- 2.5 Authorized User undertakes that it will not claim or cause, **permit**, suffer or assist others to claim any interest in the Certification Marks
- 2.6 Authorized User acknowledges that any and all rights created by the use of the Certification Marks are the sole properties of the Proprietor.
- 2.7 **Authorised User shall not use the Certification Marks after termination/non renewal of this agreement.**

3. LICENSE FEE

Authorized User agrees to pay to the Licensors License Fee as indicated in Schedule **V** to these Regulations.

4. DURATION

This Agreement shall come into force from the date hereof and shall continue **to remain in force** as long as Authorized User **acts** in conformance with the terms of this License.

5. BREACH

Authorized User shall be responsible for the consequences of any breach of this Licence on **his/their** part, and shall be fully liable for any damages that may result from such breach of this Licence.

6. TERMINATION

In the event of the Licensors terminating the License pursuant to the Regulations, all items bearing or indicating the Certification Marks, and all blocks for making the same, shall forthwith be delivered to the Licensors for the purpose of being destroyed, or else satisfactory proof (in the opinion of the Licensors) shall be given of this having been done. After the termination, the Authorized User shall not sell or expose for sale, any goods bearing the Certification Marks except **those** with the consent of the Licensors.

7. NOTIFICATION OF INFRINGING USERS / THIRD PARTY LAWSUITS

7.1 Authorized Users undertake to bring to the notice of the Proprietor all cases of wrongful use or infringement of the Certification Marks, registration or attempted registration of a trademark identical with or similar to the Certification Marks. In the event of the Proprietor undertaking any opposition to or any action to restrain or punish such act or acts, the Authorized User agrees to co-operate fully and freely with the Proprietor and undertakes to do all such acts and things as the Proprietor shall reasonably require to assist the Proprietor in any legal proceedings in respect of infringement or use or registration of the Certification Marks or any mark similar thereto.

7.2 If the Authorized User or any of its customers is sued as a direct result of use of the Certification Marks, the Authorized User, on **being served** upon it of any notice **pertaining** any such claim, shall forthwith give the Proprietor written notice thereof and of all particulars thereof and the Proprietor shall have the right to participate in the defense of such suit by its own counsel and at its own expense.

8. MISCELLANEOUS PROVISIONS

8.1 If any term, paragraph or provision of this Agreement shall be held to be invalid for any reason whatsoever, such invalidity shall not affect the validity or operation of any other term, paragraph or provision thereof, and such invalid term, paragraph or provision shall be deemed to have been deleted from this Agreement.

8.2 This License shall be governed by and construed in accordance with the laws of India.

IN WITNESS WHEREOF, the parties have executed this Licence effective as of the last date set forth below:

The Tea Board of India

Title: _____

Date: _____

Title: _____

Date: _____

SCHEDULE V: USE FEE

In INR.	Application cum Registration fee - Rs.3000/- Annual Renewal Fees - Rs.3000/-
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The application cum registration fees shall be paid by the User to the Proprietor at the time of sending the License Agreement and the renewal fees shall be paid at the time of sending request for renewal **of license agreement**. In case the applicant is not eligible for issuance of Licence Rs. 2000/- shall be returned back to the applicant. Fees may also be paid in local currencies equivalent to US Dollars. Exchange rate shall be calculated as per the prevailing rate on the date of **entering** such **license agreement**. The Proprietor has the power to revise the use fees upwards by giving six months' notice in writing to the User, provided two years have elapsed following the effective date of the license. The Proprietor will act fairly in determining the amount of use fees as it is a non profit-making body. This renewal fees will be utilized in enforcing the Logo Administration.

SCHEDULE VI - ANNUAL REPORT

ANNUAL TRANSACTIONS / INVENTORY OF ASSAM (Orthodox) tea (on the User's letterhead)

User License Number:

Name:

Address:

Date:

Dear Sir(s),

The following is my/our declaration relating to the sale and stock of ASSAM (Orthodox) tea held by me/us over the period stated above.

Opening stock of ASSAM (Orthodox) tea as on: 1st January _____ (year): _____ kg.

Qty. of ASSAM (Orthodox) tea purchased during the 12 month period: _____ kg.

S. No.	Supplier/source of purchase	Tea Garden Mark	Invoice number	Grade	Quantity	No. of packages

Qty. of ASSAM (Orthodox) tea sold during the 12 month period: _____ kg. including
Qty of ASSAM (Orthodox) tea exported during the 12 month period _____ kg

Destination of ASSAM (Orthodox) tea sold

- 1.
- 2.
- 3.

Any other details :

(Qty. sold under logo mark)

(Qty. sold under word mark)

Closing stock of ASSAM (Orthodox) tea as on 31st December _____ (year) : _____ kg.

I/we* hereby certify that the information given above is correct and that we have not concealed any material facts.

Signature of User.