

DATED THIS DAY OF

Between

and

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**AGREEMENT**

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**THIS AGREEMENT** is made      day of      Two thousand and      (200 )

Between

(hereinafter called "the Proprietor") of the one part

And

(hereinafter called "the User") of the other part.

**WHEREAS:**

- (i) The Proprietor is the Applicant for Registration of the trademark (hereinafter called "the Trademark") full particulars whereof are shown in the Schedule attached hereto.
- (ii) The Proprietor is desirous of permitting the User to use the Trademark in Vietnam respect of all goods for which the Trademark is or shall be registered (hereinafter called "the goods").
- (iii) The parties hereto have agreed upon the terms and conditions upon which the User shall the Trademark and for the purpose of more specifically defining the terms and conditions upon which the User shall use the Trademark the parties hereto have agreed to enter into this Agreement.

In consideration of the sum of US\$                      (said      thousands      hundreds

now paid by the User to the Proprietor (the receipt whereof the Proprietor hereby acknowledges),

**IT IS HEREBY AGREED AS FOLLOWS :**

- 1. The Proprietor hereby confers on the User the exclusive right to use the Trademark in Vietnam upon or in connection with the goods during the continuance of this Agreement subject to the terms and conditions hereinafter appearing and the User hereby accepts the said terms and conditions in relation to its use of the Trademark.
- 2. The User undertakes to use the Trademark upon the goods and sell the goods in strict accordance with the specifications laid down, directions given and information supplied by the Proprietor from time to time and to use the Trademark in relation only to the goods and the User will permit the Proprietor or its duly authorized representatives at all reasonable times during the continuance of this Agreement to enter the User's premises for the purpose of inspecting the goods of the permitted use and if called upon by the Proprietor or its said representatives so to do submit samples of the goods for the inspection by the Proprietor or its authorized representatives.

3. The User shall use the Trademark solely in the form shown in the representation of the Trademark as contained in the Schedule hereinafter referred to and all markings, advertisements, packaging, labels, sales promotional materials and other related data in connection with the sale of the goods under the Trademark shall be subject to the approval of the Proprietor.
4. The User shall promptly report to the Proprietor particulars of any use by any other person of the Trademark or get-up of the goods or form of advertising which might amount to infringement of the Trademark or passing-off of the goods at common law. In the event of any attack by any person on the Proprietor's rights relating to the Trademark the User shall not make any admissions but shall promptly report the matter to the Proprietor. The Proprietor shall have the conduct of all proceedings relating to the Trademark.

In case the Proprietor fails to conduct proceedings relating to the Trademark in order to response to the infringement mentioned above, despite report by the User, the User is, in the following time of at least 03 months after his report, entitled to request relevant authorities for actions against that infringement in according to Vietnamese Laws.

5. The User shall not be entitled to assign the rights and obligations conferred on them by the Proprietor under this Agreement to any other party.
6. The Proprietor shall apply for the registration of the User as a Registered User of the Trademark and the User agrees to join in such application pursuant to this Agreement. Upon the termination of this Agreement the Proprietor shall apply to the Registrar of Trademarks as required for cancellation any Registered User entry in favor of the User and the User and the User shall not object to such cancellation and if necessary the User shall consent thereto in writing if requested to do so by the Proprietor.
7. The User acknowledges the Proprietor's rights and title to the Trademark and will not at any time do or suffer to be done any act or thing which in any way impair the rights of the Proprietor in the Trademark and the User shall not represent that it has any title right or interest to the Trademark both during the continuance of this Agreement and thereafter.

The User shall display on package of the Goods bearing the mark a statement that it is produced/manufactured under License by the Proprietor wherein the name of the Proprietor shall be clearly indicated.

8. The Proprietor shall take all steps deemed necessary for the maintenance, renewal and protection of the Trademark and all incidental costs in connection thereto shall be borne by the Proprietor including the costs of registering the User as a Registered User referred to in Clause 6 herein.
9. This Agreement shall continue without limit of period and can be terminated by either party giving to the other at least six (6) months' notice in writing of its intention to do so. This Agreement may be terminated forthwith at any time (i) by mutual Agreement

between the parties or (ii) by the Proprietor in the event that User commits a breach of any of the foregoing terms.

10. Upon the termination of this Agreement the User shall cease the use of the Trademark(s) in whatsoever manner and the User hereby acknowledges that all rights, title and interest in the Trademark(s) both during and after the term of this Agreement shall remain vested in the Proprietor.

**WITNESS WHEREOF** the parties hereto have executed this Agreement as of the day and year first above written.

**SIGNED** on behalf of the Assinor

**SIGNED** on behalf of the Assignee

in the presence of :

in the presence of:

Name

Name

Title

Title

*Company seal*

*Company seal*

Name

Name

Title

Title

***NOTYARY PUBLIC***

**LIST OF LICENSED TRADEMARK**

<b>ORDER</b>	<b>TRADEMARK</b>	<b>CLASS</b>	<b>REGISTRATION NUMBER</b>
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