

**CONGRESS OF FELLOWS / CENTER FOR INTERNATIONAL LEGAL STUDIES
LOGO LICENSE AGREEMENT**

THIS AGREEMENT is between the CENTER FOR INTERNATIONAL LEGAL STUDIES ("CILS"), a non-profit entity organized under Austrian law and having its principal office at Salzburg, Austria, and _____ ("MEMBER"), having his or her principal office at _____, a member of the CONGRESS OF FELLOWS ("CONGRESS") of CILS, and

WHEREAS CILS owns the CONGRESS logo mark ("LOGO"), shown in EXHIBIT A, which is used to evidence MEMBER's professional achievements and MEMBER's affiliation with CILS, and

WHEREAS the LOGO is registered as a trade mark (00721679) in the European Union, and

WHEREAS MEMBER desires to use the LOGO and CILS desires to license to MEMBER the right to use the LOGO, subject to the following terms and conditions:

NOW, THEREFORE, in consideration of the promises, conditions, and terms set forth herein, the Parties, each intending to be legally bound hereby, do agree as follows:

1. **LICENSE.** CILS hereby grants to MEMBER, for the Term of this Agreement, the non-exclusive right to use the LOGO worldwide solely for the limited purposes identified herein.
2. **USE OF LOGO.** MEMBER agrees to use the LOGO only so as long as he or she is a member in good standing of the CONGRESS and in compliance with the conditions of use and membership standards established by CILS.
 - a. MEMBER agrees that he or she will not modify the LOGO, combine it with another mark, attempt to register the LOGO, or register any marks confusingly similar to the LOGO.
 - b. MEMBER agrees to ensure that use of the LOGO is not detrimental or harmful to CILS and does not damage the goodwill in the LOGO.
 - c. MEMBER agrees to ensure that the LOGO is used in a manner which significantly distinguishes it from any surrounding adjacent text or other logos. The size and placement of the LOGO may not indicate or imply that MEMBER is associated with CILS in any manner or capacity other than being a member of the CONGRESS.
 - d. MEMBER agrees to ensure that his or her use of the LOGO on MEMBER's business cards, letterhead, or other printed materials, or website of MEMBER's firm is confined to that period of time during which MEMBER is a member in good standing of the CONGRESS.
 - e. MEMBER agrees to use the LOGO only in the form as provided by CILS. The LOGO may not be altered in any manner except as to sizing to accommodate its use in connection with the media employed by MEMBER.
 - f. MEMBER agrees that, when using the LOGO as contemplated by this Agreement, including, but not limited to, in all advertising and promotional materials, such use shall meet the quality standards specified by CILS.

3. **TERM OF THE AGREEMENT.** This Agreement and the license granted hereunder shall commence on the date of execution by MEMBER and receipt by CILS of the annual license fee and shall expire three (3) years from the date of execution. For an extended use of the LOGO beyond this initial term, MEMBER must request renewal, sign and execute an Agreement for a further 36-month term, and pay the requisite license fee.

4. **COMPENSATION.** MEMBER shall pay CILS a licensing fee of €300.00 (Euro Three-Hundred) for each 36-month period.

5. **INTELLECTUAL PROPERTY RIGHTS.** MEMBER acknowledges CILS' exclusive rights in the LOGO and further acknowledges that the LOGO is distinct, unique, and original and that CILS is the sole owner thereof. CILS shall have absolute determination and control, in its sole discretion, over the design, redesign, modification, change, enhancement, improvement, authorized or unauthorized use, extent of registration, maintenance, protection, enforcement, ownership, licensing, use, and termination of the LOGO.

6. **INFRINGEMENT.** MEMBER will promptly notify CILS in writing of any threatened, suspected, or actual use by any unauthorized third party of the LOGO or other intellectual property rights of which MEMBER becomes aware and will promptly report the matter in writing to CILS. CILS will have absolute discretion in deciding whether proceedings will be instituted or defended in relation to the LOGO and will have the exclusive control over conduct of any such proceedings. MEMBER will use reasonable endeavors to assist CILS in any such proceedings. The costs and benefits of such proceedings will be borne by CILS as owner of the LOGO.

7. **INSPECTION.** MEMBER will provide CILS, within 30 days of execution of this Agreement, a sample or samples of his or her use or uses of the LOGO. If MEMBER fails to provide such sample(s) within the required period, CILS, at its option, may terminate this AGREEMENT. If a sample of use is not acceptable to CILS, CILS shall notify MEMBER. However, CILS' failure to notify MEMBER of its findings shall not result in a waiver of CILS' right to enforce its rights in the LOGO in full accordance with the law.

8. **NON-COMPLIANCE.** MEMBER shall immediately, and its sole cost expense, correct any of MEMBER's use of the LOGO that CILS regards as failing to comply with the standards and specifications established by CILS.

9. **TERMINATION.** CILS may terminate this Agreement in the event of a breach of any provision of this Agreement if the breach is not cured within thirty (30) days after written notice by CILS. CILS may terminate this Agreement with or without cause, provided that CILS delivers six (6) months' prior written notice to MEMBER. If the MEMBER is no longer a member of CILS in good standing, this Agreement immediately and automatically expires. Upon termination, MEMBER will cease all use of the LOGO, except that up to six (6) months from the date of termination, MEMBER may deplete its inventory of materials bearing the LOGO, subject to the terms of this Agreement, as long as this Agreement is not terminated based upon MEMBER's breach. If MEMBER refuses to stop his or her use of the LOGO as required under this Agreement, CILS may, at its option, revoke MEMBER's membership in the CONGRESS, and CILS has the right to enforce its rights in the LOGO in full accordance with the law.

10. **ASSIGNMENT.** MEMBER may not transfer its rights or obligations under this Agreement without the prior written consent of CILS, and any attempt to do so will breach this Agreement.

11. **LIABILITY.** IN NO EVENT WILL CILS BE LIABLE TO MEMBER FOR ANY SPECIAL, INCIDENTAL, PUNITIVE, OR CONSEQUENTIAL DAMAGES, WHETHER BASED ON BREACH OF CONTRACT, TORT (INCLUDING NEGLIGENCE), OR OTHERWISE AND WHETHER OR NOT CILS HAS BEEN ADVISED OF THE POSSIBILITY OF SUCH DAMAGES. CILS DISCLAIMS ANY AND ALL OTHER WARRANTIES OR REPRESENTATIONS, EXPRESS OR IMPLIED, ORAL OR WRITTEN, INCLUDING, BUT NOT LIMITED TO, WARRANTIES OR REPRESENTATIONS WITH RESPECT TO SPECIFICATIONS, MERCHANTABILITY, OR FITNESS FOR ANY PURPOSE.

12. **INDEMINIFICATION.** MEMBER agrees to indemnify and defend CILS from and against any and all third-party claims, damages, costs, and expenses (including reasonable attorneys' fees) related to MEMBER's products or services that may be associated with use of the LOGO.

13. **GENERAL.** This Agreement shall be construed and interpreted in accordance with the laws of Austria. This Agreement supersedes all previous Agreements and representations of or on behalf of the Parties. This Agreement may not be changed, terminated, or amended except in writing. All disputes, differences, or questions arising out of or relating to this Agreement, or the validity, interpretation, breach, violation, or termination thereof, shall be finally and solely determined and settled by arbitration in accordance with the Commercial Arbitration Rules of the American Arbitration Association. Such arbitration shall be conducted by a panel of three arbitrators, one of which shall be an intellectual property attorney. If a court of law finds any provision of this Agreement unenforceable, the Parties agree to replace the offending provision with an enforceable provision that most nearly achieves the intent and economic effect of the unenforceable provision, and all other terms shall remain in full force and effect.

IN WITNESS WHEREOF, the Parties have caused this Agreement to be executed by as follows:

MEMBER

Name
(Print) _____

Signature _____

Date _____

CILS

Name
(Print) _____

Signature _____

Date _____

CONGRESS OF FELLOWS / CENTER FOR INTERNATIONAL LEGAL STUDIES
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EXHIBIT A

The LOGO:

