

Licence Agreement dated [02] day of [February] 2016

Between

THE NATIONAL AUTISTIC SOCIETY

and

RNIB College Loughborough

The National Autistic Society
Autism Accreditation
Church House
Church Road
Filton, Bristol
BS34 7BD

Charity Registration No.269425 (England & Wales)
SC039427 (Scotland)
Company Registration No.1205298

THIS AGREEMENT is dated the [02] day of [February] 2016

BETWEEN

- (1) The National Autistic Society a company limited by guarantee registered in England (number 1205298) and a charity registered in England & Wales (CR269425) and in Scotland (SC039427) of 393 City Road London EC1V 1NG (“NAS”)
- (2) RNIB College Loughborough, Radmoor Road, Loughborough, LE11 3BS (“Licensee”)

WHEREAS

- A. NAS is the beneficial owner of the intellectual property rights in materials relating to an autism specific management programme known as Autism Accreditation (“the Materials”)
- B. NAS is also the beneficial owner of the registered trademark portraying the name and logo of Autism Accreditation as shown in the Client Guidelines (Ref.0112) to this Agreement (“the Mark”) and wishes to maintain the integrity of the Mark
- C. The Licensee has participated in the Autism Accreditation programme using the Materials and has after review achieved the standards required to be awarded accredited status under that programme
- D. The Licensee wishes to use and NAS has agreed to permit the Licensee to use the Mark on the terms set out in the Client Guidelines (Ref.0112) and to continue to use the Materials in order to assist in the maintenance of accredited status

IT IS THEREBY AND THEREFORE AGREED as follows:

1. NAS hereby grants to the Licensee with immediate effect from the date of this Agreement a non exclusive licence to use the Mark for the purpose of demonstrating on its official letterhead (and other promotional materials with the prior written consent of the Director-Autism Accreditation) that it has successfully achieved accredited status
2. The Licensee will not do anything which conflicts with the objects or policies of NAS or Autism Accreditation or which might prejudice their reputation or goodwill or that of other participants in the programme
3. The Licensee will notify NAS (through the Director-Autism Accreditation) promptly on becoming aware of any unauthorised use by any third party of the Mark and will at the expense of NAS take such action as NAS may reasonably require to restrain such use
4. Subject to clause 5 this Agreement shall continue until terminated by either party upon the giving of six months’ notice in writing
5. This Agreement shall be terminable at any time without notice by NAS if:

- 5.1 the Licensee enters into any composition or arrangement with its creditors generally goes into liquidation or administration has an administrative receiver or manager appointed over the whole or any part of its assets or undertaking ceases to carry on business or is deemed to be unable to pay its debts for the purposes of the insolvency legislation or
 - 5.2 the Licensee fails to remedy any material breach on its part of this Agreement within thirty days of written notice by NAS or
 - 5.3 the Licensee ceases to be deemed by NAS in its absolute discretion as advised by the Director-Autism Accreditation to hold accredited status
6. On termination of this Agreement by whatever means and at whatever time the Licensee shall immediately cease to use the Mark in any way or manner whatsoever and shall not recommence using the Mark unless and until a new Licence to do so has been executed
 7. In the event and to the extent that letterhead (or previously approved promotional materials) shall have been printed at the time of determination of this Licence the Licensee shall if it wishes to continue to use those materials obliterate or expunge the Mark in a manner that makes it apparent that the Licensee no longer has authority to display the Mark
 8. Any notice or other document to be given under this Agreement shall be in writing and shall be deemed duly given if left at or sent by first class post to the registered office for the time being or the last known address of the party to be served any such notice being deemed to be served at the time when it is left at the office or address of the party to be served or (if served by post) on the second business day following the day of posting
 9. This Agreement shall be governed and construed according to the laws of England

Signed the date first above written:

On behalf of the Licensee (Manager/Principal)

In the presence of:

Signature: (Witness)
 Name:
 Address:
 Occupation:

On behalf of NAS
 By the Director-Autism Accreditation

In the presence of:

Signature:
 Name:
 Address:
 Occupation: