

Terms and Conditions for Using the COOP Marque

By accepting these terms and submitting this form, you agree to use the COOP MARQUE also referred to and spelt as *COOP MARK*, *Coop Marque*, and *Coop Mark*, exclusively in line with the conditions set out in this agreement by the Licensor i.e. International Cooperative Alliance through its subsidiary the DotCooperation LLC, and through subsequent documents that the Licensor may publish to update the terms from time to time.

Preliminary

- a. This Agreement is the set of terms and conditions for the use of the Coop Marque and is entered into by and between the Licensor [DotCooperation LLC at 8th Floor, 1775, NW Washington DC 20006, USA ('DotCoop' or 'DCLLC') as the First Party, and the Registrant of the Coop Marque (the Registrant) as the Second Party and is concluded on the date of submission of this online form by the second party.
- b. For the purposes of this Agreement & related, the Licensor represents the International Cooperative Alliance which is the creator and absolute owner of the original artwork of the Coop Marque, as well as is the owner of the registered Trademark, including Community Trademark "COOP" as shown in Annex 1.
- c. The Coop Marque is provided under the terms of this license. The Coop Marque is the protected Intellectual Property of the Licensor. Any use of the Coop Marque other than as authorized under this license is prohibited.
- d. To the extent this License may be considered to be an agreement enforceable by law, the Licensor grants Registrant the rights contained here in consideration of its acceptance of such terms and conditions.
- e. The Licensor grants non-exclusive right to use the Coop Marque to anyone who qualifies under the terms and conditions of this agreement as a bona fide cooperative or equivalent.

1. Definitions and interpretation of terms used in this agreement

Bona fide Cooperatives Entities that convey their express will to practice the International Statement on Cooperative Identity through their statutes including By laws or articles of association, or any similar means & methods acceptable

Coop Marque means the international 'coop' symbol created by the ICA, as well as registered with Trade Mark number [EU012631735](#), that is also known as Coop Marque, registered on 25th February 2014 and the US Trade Mark Number 4,923,379 in classes 9, 16, 35, 38, 41 and 45.

Adaptation	means artistic work(s) based upon the Coop Marque, including in any of its recognizable or/and derived forms.
Distribute	means to make available to a third party the original or copies of the Coop Marque or Adaptation, through sale or other transfer of ownership.
Licensor	means the entity that offers the Coop Marque under the terms of this License.
Marque Guidelines	means the guidelines contained herewith or/and any guidance document(s) provided to the Registrant that sets out permitted and non-permitted uses or Adaptations of the Coop Marque, as provided by the Licensor on granting this License, and as revised by the Licensor from time to time.
Registrant	means the entity that has applied for and has been given permission to use the Coop Marque.
Licensee	means the entity that has been given the permission to use the Coop Marque
Reproduce	means to make copies of or publicly display the Coop Marque by any means including without limitation the right of fixation and reproducing fixations of the Coop Marque, including storage in digital form or other electronic medium.

2. Background

The Coop Marque is a global community mark for bona fide cooperative enterprises, associations and support organisations. It was developed by the International Cooperative Alliance (ICA) in 2013 as part of a programme of work to strengthen and increase public recognition of 'cooperative identity' - one of the five pillars of the ICA's 'Blueprint for a Cooperative Decade'. Any bona fide cooperative enterprise, association or support organisation, in any sector of economic, social or cultural activity, may apply for a License to use the Coop Marque, provided that it has satisfied the ICA and The Licensor of its eligibility, a failure of which will automatically disqualify such an enterprise from using the Coop Marque.

3. The Licensor

The Licensor is DCLLC, that has the right to license or sublicense the COOP Marque.

4. License Grant

Subject to the terms and conditions of this License, Licensor hereby grants the Registrant a worldwide, royalty-free, non-exclusive license to Reproduce and create Adaptations of

the Coop Marque, provided that any such reproduction or adaptation is taken in compliance with the usage restrictions set out in the Marque Guidelines.

For the avoidance of doubt:

- i. **Non-waivable Compulsory License Schemes.** In those jurisdictions in which the right to collect royalties through any statutory or compulsory licensing scheme cannot be waived, the Licensor reserves the exclusive right to collect such royalties for any exercise by Registrant of the rights granted under this License;
- ii. **Waivable Compulsory License Schemes.** In those jurisdictions in which the right to collect royalties through any statutory or compulsory licensing scheme can be waived, the Licensor and the Registrant waive the right to collect such royalties for any exercise by Registrant of the rights granted under this License; and,
- iii. **Voluntary License Schemes.** The Licensor waives the right to collect royalties from any exercise by Registrant of the rights granted under this License.

The above rights may be exercised in all media and formats whether now known or hereafter devised. The above rights include the right to make such modifications as are technically necessary to exercise the rights in other media and formats. The Licensor reserves the right itself to use and to license others to use the Coop Marque, without recourse or notice to the Registrant.

6. Restrictions

The license granted is expressly made subject to and limited by the following restrictions:

- a. The Registrant may Reproduce the Coop Marque or Adaptations only under the terms of this License.
- b. Registrant shall not register or make any application to register any trade mark, design or other registered right which incorporates the Coop Marque or any Adaptation, or anything confusingly similar to the Coop Marque, unless it make expressly clear in any application and use of such a trade mark that the Coop Marque does not form part of its own trade mark, and the Registrant disclaims all right to the Coop Marque or any element of it in its own trade mark.
- c. When using the Coop Marque, Registrant shall comply with all applicable laws and regulations pertaining to trademarks or the use of licensed products in the relevant jurisdiction, including all marketing and marking requirements.
- d. Registrant shall provide for approval to the Licensor, at its cost, reasonable volumes of samples (as advised by the Licensor) of each form of Reproduction of the Coop Marque or Adaptations, to allow the Licensor to determine compliance with the terms of the License and the Marque Guidelines. The Licensor may refuse to approve any samples where it considers, in its reasonable discretion, that such use of the Coop Marque or Adaptations do not comply with the Marque Guidelines or with the terms of this agreement.

- e. The Registrant agrees to provide for approval to the Licensor, at the Registrant's cost, copies of all proposed advertising copy and proposed promotional marketing materials relating to the Licensed Products and any other materials featuring the Trademarks for written approval by the Licensor prior to publication or use.
- f. If the Licensor rejects any sample or material, it shall give written notice of such rejection to the Registrant within 30 days of receipt by the Licensor of the sample or material. Upon receipt of such a rejection notice, the Registrant shall immediately cease distribution of such Licensed Products and shall immediately cease any use of such materials until further notification from the Licensor.
- g. Upon Licensor's request, and at Licensor's expense, the Registrant shall provide all information or assistance, execute any instrument or provide any document that may be deemed by the Licensor necessary or appropriate to register, maintain or renew the registration of the Coop Marque.
- h. Registrant shall not levy any royalty or fee in respect of its exercise of rights in this License.
- i. Registrant may not Distribute or sublicense the Coop Marque or Adaptations to any third party.
- j. Except as otherwise agreed in writing by the Licensor or as may be otherwise permitted by applicable law, if Registrant Reproduces the Coop Marque either by itself or as part of any Adaptations, it must not distort, mutilate, modify or take other derogatory action in relation to the Coop Marque which would be prejudicial to the Licensor's honour or reputation.

6. Title to the Coop Marque and goodwill

- a. The Registrant shall not make any representations or undertake any acts which indicate that the Registrant has any right, title or interest in or to the Coop Marque other than under the terms of this Agreement
- b. The Registrant shall not do, nor cause or authorise to be done:
 - i) anything which shall or may impair, damage or be detrimental to the reputation or goodwill associated with the Licensor or the Coop Marque;
 - ii) anything which may adversely affect the value of the Coop Marque; or
 - iii) anything which may jeopardise or invalidate any registration or application for the Coop Marque
- c. Any and all goodwill that arises in relation to the Coop Marque through its use by the Registrant shall accrue automatically to the Licensor. The Registrant agrees, upon request, to execute any and all documentation necessary to vest such goodwill in the ownership of the Licensor or evidence such ownership.

7. Infringement, Improper use or Misuse of the Coop Marque

- b. The Registrant shall immediately inform the Licensor if it becomes aware of any infringement or potential infringement, improper use or misuse of any of the Coop Marque (including any activity or proceedings commenced in which the ownership, validity or registration of the Coop Marque is called into question.
- c. The Licensor shall have the right to take action against or to settle with such third party in relation to Trademark Infringement, and to that extent the Registrant commits to cooperate to its fullest.
- d. The Licensor shall be entitled to all proceeds resulting from such Trademark Infringement action, including any settlement sums, after reimbursing the Registrant for any reasonable sum of expenses incurred in assisting it in such action.
- e. The Registrant shall not be entitled to bring any proceedings for infringement without the consent of the Licensor.

8. Infringement of third-party rights

- a. If any notice of infringement or other notification is received by the Registrant, or any action or claim is brought against the Registrant, alleging infringement of third-party rights in connection with the manufacture, promotion, distribution or sale of any Licensed Product, the Registrant shall:
 - i. promptly provide full details to the Licensor;
 - ii. at the Licensor's request allow the Licensor complete control over any such proceedings or settlement; and
 - iii. provide the Licensor with all information and assistance as reasonably requested by the Licensor.
- b. The Licensor shall have no obligation or liability (and any indemnity granted by the Licensor under this Agreement shall not be applicable) where the infringement or alleged infringement:
 - i. arises out of the use or dealing with the Trademarks by the Registrant in a manner outside the scope of the terms of this Agreement;
 - ii. arises out of materials provided by the Registrant to the Licensor; or
 - iii. arises as a result of any other breach of this Agreement.

9. Limitation of liability

- 1. The extent of the parties' liability under or in connection with this Agreement (regardless of whether such liability arises in tort, contract or in any other way and whether or not caused by negligence or misrepresentation) are set out in this clause 9.

2. Licensor shall have no liability for consequential, indirect or special losses.
3. Licensor shall have no liability for any of the following (whether direct or indirect):
 - i. loss of profit;
 - ii. loss of anticipated profit;
 - iii. loss of revenue;
 - iv. loss of business;
 - v. loss of opportunity;
4. The limitations of liability shall not apply in respect of any indemnities given by either party under this Agreement.
5. Unless otherwise expressly stated in this Agreement, all warranties and conditions whether express or implied by statute, common law or otherwise are excluded to the extent permitted by law.
6. Notwithstanding any other provision of this Agreement, the liability of the parties shall not be limited in any way in respect of the following:
 - i. death or personal injury caused by negligence;
 - ii. fraud or fraudulent misrepresentation;
 - iii. any other losses which cannot be excluded or limited by applicable law;

10. Force majeure

Neither party shall have any liability under or be deemed to be in breach of this Agreement for any delays or failures in performance of this Agreement which result from any event beyond the reasonable control of that party. The party affected by such an event shall promptly notify the other party in writing when such an event causes a delay or failure in performance and when it ceases to do so. If such an event continues for a continuous period of more than *three* months, either party may terminate this Agreement by written notice to the other party.

11. Confidentiality

- a. Each party agrees that it may use the other party's confidential information only in the exercise of its rights and performance of its obligations under this Agreement and that during the term of this Agreement and for a period of *five* years following termination of this Agreement it shall not disclose the other party's confidential information except under this clause.

- b. Each party may disclose the other party's confidential information to those of its employees, officers, advisers, agents or representatives who need to know the other party's confidential information in order to exercise the disclosing party's rights or perform its obligations under this Agreement provided that the disclosing party shall ensure that each of its employees, officers, advisers, agents or representatives to whom confidential information is disclosed is aware of its confidential nature and complies with reasonable care.
- c. Each party may disclose any confidential information required by law, any court, any governmental, regulatory or supervisory authority (including any regulated investment exchange) or any other authority of competent jurisdiction.

12. Announcements

No announcement or other public disclosure concerning this Agreement or any of the matters contained in it shall be made by, or on behalf of the Registrant without the prior written consent of the Licensor (such consent not to be unreasonably withheld or delayed), except as required by law, any court, any governmental, regulatory or supervisory authority (including any recognised investment exchange) or any other authority of competent jurisdiction.

13. Sublicensing and subcontracting

The Registrant shall not grant sublicenses under this Agreement without the express written permission of the Licensor.

14. Term and termination

- a. This Agreement may be terminated by the Licensor giving a minimum of 2 months' notice in writing to the Registrant
- b. The Licensor may terminate this Agreement at any time by giving adequate notice in writing to the Registrant, if:
 - i. Registrant ceases to meet the eligibility criteria under this agreement read with the DotCoop Verification Policy and other related policies put in place by the Licensor.
 - ii. Registrant commits a material breach of this Agreement and such breach is not remediable, or/and acts in bad faith;
- c. The Licensee may terminate this Agreement at any time by giving notice in writing to the Licensor:
 - i. stops carrying on all or a significant part of its business, or indicates in any way that it intends to do so;

- ii. is unable to pay its debts either within the meaning of section 123 of the Insolvency Act 1986 or if the non-defaulting party reasonably believes that to be the case;
 - iii. becomes the subject of a company voluntary arrangement under the Insolvency Act 1986;
 - iv. has a receiver, manager, administrator or administrative receiver appointed over all or any part of its undertaking, assets or income;
 - v. has a resolution passed for its winding up;
 - vi. has a petition presented to any court for its winding up or an application is made for an administration order, or any winding-up or administration order is made against it;
 - vii. is subject to any procedure for the taking control of its goods that is not withdrawn or discharged within [seven] days of that procedure being commenced;
 - viii. has a freezing order made against it;
 - ix. is subject to any recovery or attempted recovery of items supplied to it by a supplier retaining title to those items;
 - x. is subject to any events or circumstances analogous to the provisions in any jurisdiction;
- d. The Licensee will be within its right to, after expressly informing the Licensor, transfer the right to use the Coop Marque to an entity it creates by way of amalgamation and mergers.
- e. If a party becomes aware that any event has occurred, or circumstances exist, which may entitle the other party to terminate this Agreement, it shall immediately notify the other party in writing.
- f. Termination or expiry of this Agreement shall not affect any accrued rights and liabilities of either party at any time up to the date of termination.
- g. In the event of termination of this Agreement for any reason:
 - i. the Registrant shall, at the Licensor's request, co-operate with Licensor in cancelling the registration of this Agreement in relation to the Trademarks on any applicable register of Trademarks;
 - ii. the Registrant shall immediately cease using the Trademarks and remove all references to the Trademarks on its premises, vehicles, business documents or other documents or materials of any nature;

- iii. the Registrant shall promptly return to the Licensor at the Registrant's expense all records and copies of materials provided to the Registrant by the Licensor as a result of this Agreement

15. Dispute resolution

- a. If any dispute arises between the parties out of or in connection with this Agreement, the matter shall be referred to senior representatives of each party who shall use their reasonable endeavours to resolve it.
- b. If the dispute is not resolved within *14 days* of the referral being made under clause 15.a, the parties shall resolve the matter through mediation.
- c. Until the parties have completed the steps referred to in clauses 15.a , and have failed to resolve the dispute, neither party shall commence formal legal proceedings or arbitration except that either party may at any time seek urgent interim relief.

16. Entire agreement

- a. The parties agree that this Agreement and all other related guidelines that the Licensor may adopt, constitute the entire agreement between them and supersede all previous agreements, understandings and arrangements between them, whether in writing or oral in respect of its subject matter.
- b. Each party acknowledges that it has not entered into this Agreement in reliance on, and shall have no remedies in respect of, any representation or warranty that is not expressly set out in this Agreement. No party shall have any claim for innocent or negligent misrepresentation on the basis of any statement in this Agreement.

17. Notices

- a. Notices under this Agreement shall be in writing and sent to a party's [registered office OR address] as set out on the first page of this Agreement (or to the fax number [or email address] set out below). Notices may be given, and shall be deemed received:
 - i. by first-class post: three business days after posting;
 - ii. by airmail: seven business days after posting;
 - iii. by hand: one business day after delivery
 - iv. by email: two business days after sending
- b. This clause does not apply to notices given in legal proceedings or arbitration.

18. Further assurance

Each party shall at the request of the other, and at the cost of the requesting party, do all acts and execute all documents which are necessary to give full effect to this Agreement.

19. Variation

No variation of this Agreement shall be valid or effective unless it is in writing, refers to this Agreement and is duly signed or executed by, or on behalf of, each party.

20. Set off

Each party shall pay all sums that it owes to the other party under this Agreement without any set-off, counterclaim, deduction or withholding of any kind, save as may be required by law.

21. No partnership or agency

Nothing in this Agreement constitutes, or shall be deemed to constitute, a partnership between the parties nor make any party the agent of another party.

22. Severance

If any provision of this Agreement (or part of any provision) is or becomes illegal, invalid or unenforceable, the legality, validity and enforceability of any other provision of this Agreement shall not be affected.

23. Survival

Provisions which by their terms or intent are to survive termination of this Agreement shall do so.

24. Waiver

No failure, delay or omission by either party in exercising any right, power or remedy provided by law or under this Agreement shall operate as a waiver of that right, power or remedy, nor shall it preclude or restrict any future exercise of that or any other right or remedy. No single or partial exercise of any right, power or remedy provided by law or under this Agreement shall prevent any future exercise of it or the exercise of any other right, power or remedy.

25. Third party rights

No one other than the owner and a party to this Agreement, their successors and permitted assignees shall have any right to enforce any of its provisions.

27. Representations, Warranties and Disclaimer

Unless otherwise mutually agreed to by the parties in writing, licensor offers the Coop Marque and makes no representations or warranties of any kind concerning the Coop Marque, express, implied, statutory or otherwise, including, without limitation, warranties of title, merchantability, fitness for a particular purpose, noninfringement, or the absence of latent or other defects, accuracy, or the presence of absence of errors, whether or not discoverable. Some jurisdictions do not allow the exclusion of implied warranties, so such exclusion may not apply to the Registrant.

9. Jurisdiction

The Registrant and Licensor irrevocably agree that the courts in the UK, shall have exclusive jurisdiction to settle any dispute or claim arising out of, or in connection with, this Agreement, its subject matter or formation (including non-contractual disputes or claims).

10. Miscellaneous

- a. If any provision of this License is invalid or unenforceable under applicable law, it shall not affect the validity or enforceability of the remainder of the terms of this License, and without further action by the parties to this agreement, such provision shall be reformed to the minimum extent necessary to make such provision valid and enforceable.
- b. No term or provision of this License shall be deemed waived and no breach consented to unless such waiver or consent shall be in writing and signed by the party to be charged with such waiver or consent.
- c. This License constitutes the entire agreement between the parties with respect to the Coop Marque licensed here. There are no understandings, agreements or representations with respect to the Coop Marque not specified here. The Licensor shall not be bound by any additional provisions that may appear in any communication from the Registrant. This License may not be modified without the mutual written agreement of the Licensor.
- d. The rights granted under, and the subject matter referenced, in this License were drafted utilizing the terminology of the Berne Convention for the Protection of Literary and Artistic Works (as amended on September 28, 1979), the Rome Convention of 1961, the WIPO Copyright Treaty of 1996 and the Universal Copyright Convention (as revised on July 24, 1971). These rights and subject matter take effect in the relevant jurisdiction in which the License terms are sought to be enforced according to the corresponding provisions of the implementation of those treaty provisions in the applicable national law. If the standard suite of rights granted under applicable copyright law includes additional rights not granted under this License, such additional rights are deemed to be included in the License; this License is not intended to restrict the license of any rights under applicable law.
- e. The Licensor makes no warranty whatsoever in connection with the Coop Marque. The Licensor will not be liable to the Registrant or any party on any legal theory for any damages whatsoever, including without limitation any general, special, incidental or consequential damages arising in connection to this license.

I have read and understood the terms and conditions of this agreement, and I on behalf of the registrant agree to all parts.

Submit button

ANNEX 1



Registration Certificate - COOP.PDF