

## Agreement

**This Agreement (“Agreement”)**, dated as of \_\_\_\_\_ 2019, is entered by and between:

**World Neem Organisation**, a Non-Profit Organisation registered under the provisions of Companies Act 2013, having its registered office at 805/806, Orchid Tower, Lokhandwala Township, Kandivali- E, Mumbai- 400101 (hereinafter referred to as "**WNO**" which expression shall, unless it be repugnant to the subject or context thereof, include its successors and permitted assigns), and

\_\_\_\_\_, an individual/ Partnership firm/ LLP/Company registered under \_\_\_\_\_ and having its place of business at \_\_\_\_\_, hereinafter referred to as ("**Member**") which expression shall, unless it be repugnant to the subject or context thereof, include his/its successors)

WNO and Member may be referred to herein individually as a "**Party**" and collectively as the "**Parties**".

### **WHEREAS :-**

- A. WNO is *interalia* engaged in initiatives to build greater awareness and promote the potential of Neem tree for better human health, plant health and animal health through education research programmes and to promote production and commercialisation of neem products worldwide.
- B. **Membership Classes:** For attaining its objectives apart from the governing body and the permanent members (also known as CFM ), there are following classes of membership (“Membership Classes”) in the WNO :

<b>S.No</b>	<b>Membership</b>	<b>Comprising of</b>	<b>Voting Rights</b>
1	Corporate Membership	Manufacturer (including the entity which is getting the products manufactures from third party)/importer/Exporter of Products using Neem or Neem extract as main ingredients.	Yes
2	Individual Membership	Neem worker and Enthusiast.	Yes
3	Affiliate Membership	NGOS', University Associations, Non commercial Organisations	No

4	Associate Membership	Neem Industry Vendors	No
5	Students Membership	Under/ Post Graduate Students	No
6	Academician Membership	Individuals associated with various educational and or research institutes	No
7	Honorary Members	Senior and Retired Scientists	No

- C. The above classes of memberships are Annual renewable membership. Membership or its renewal cannot be claimed as a right and WNO has the sole right to make decision on grant of such membership or its renewal.
- D. WNO allows its Corporate and Individual Members to publish its association with WNO on certain terms and conditions.
- E. The Member is engaged in the business of manufacturing and production/ marketing of Neem based products.
- F. The Member has attained the membership of WNO under the category \_\_\_\_\_.
- G. Member has approached WNO to allow publishing on its products, the Member's association with WNO.
- H. WNO has agreed to allow the Member to publish its association with the Member on certain terms and conditions.

**NOW, THEREFORE**, in consideration of the foregoing and for other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the Parties agree as follows:

1. Subject to the compliance of the terms of this Agreement, WNO agrees to grant the Member a right to publish its association with WNO, and Member agrees to abide by the terms and conditions contained herein.

## 2. MEMBERSHIP NUMBER

Member has been granted a unique Membership Number which is unique identification number of the Member.


## 3. CONSIDERATION

- 3.1. In consideration of allowing the Member the limited right to use the registered logo of WNO in compliance with the terms and conditions and in the manner specified under this Agreement, the Member shall pay a yearly fee

of Rs./USD \_\_\_\_\_ (“ **Yearly Fee/ Fees**”). The Fees would be due immediately upon signing this Agreement.

3.2. Any amounts not paid when due shall accrue an interest from the date when due until paid at the rate of eighteen percent (18%) per annum or such other rate as may be decided by the Board of Directors WNO.

#### 4. USE OF WNO'S REGISTERED TRADE MARK

4.1. On execution of this Agreement or further renewal therein, payment of the Fees and other compliances under this Agreement, the Member shall (during the Term of this Agreement) be entitled to use the WNO's brand name and WNO registered Trademark  (“WNO Logo”) on the packaged products being manufactured/ marketed/ imported/ exported by the Member or on the promotional material or commercial or non- commercial advertisement.

4.2. The use of WNO Logo by the Member shall be restricted to specifying **“Member of World Neem Organisation < Membership No.”** or **“Member of WNO along with WNO registered Trade Mark<Membership No.>”** on the package or promotion material.

4.3. The Member shall use the WNO Logo only on the products specified in the List as per Annexure A, attached to this Agreement. Members desirous of adding new products during the tenure of the Agreement , besides those included in Annexure A submitted, on which WNO Logo is intended to be used, shall apply to WNO beforehand for approval. WNO at its discretion may allow the use of WNO Logo on the additional products with such additional fees as may be decided by WNO.

4.4. Member agrees to comply with the Trademark Usage Guidelines.

4.5. IT IS CLARIFIED THAT THE ALLOWANCE TO USE THE WNO'S LOGO SHALL NOT BE CONSTRUED AS AN ENDORSEMENT FOR THE PRODUCT(S) AND/OR ITS QUALITY AND/OR USEFULNESS AND/OR UTILITY. THE SAME IS LIMITED TO CONVEY THAT THE MEMBER IS A MEMBER OF WNO.

4.6. WNO SHALL NOT BE LIABLE FOR ANY CLAIM WITH RESPECT TO THE QUALITY, QUANTITY OR USAGE OF THE PRODUCTS OF THE MEMBER.

4.7. The Member shall be allowed to use the WNO's Logo only on the batch of the products enlisted in Annexure A being manufactured or marketed or imported or exported and/or on packages or promotional material including advertisement carried during the Term of this Agreement.

4.8. The Corporate may be allowed to transfer to Individual Membership and vice versa on such further terms and condition as may be laid down by WNO

## 5. TERM AND TERMINATION

- 5.1. The initial term begins when payment is received, and the right to use the registered Logo of WNO is activated by WNO ("**Effective Date**") and ends on expiry of 12 months after Effective date.
- 5.2. This Agreement shall be coterminous with the membership of the Member with WNO.
- 5.3. WNO shall have right to terminate this Agreement in the event of substantial breach of any provision of this Agreement or in the event the Member is declared insolvent or for being adjudged for being involved in unlawful activities.
- 5.4. This Agreement may be terminated by either Party by giving 30 days advance notice in writing in this respect to the other side.
- 5.5. No refund in any case of termination of the Agreement.
- 5.6. On termination of the Agreement, Member shall cease to use the WNO Logo (as defined under clause 4.1) on any of its products and/or communication(s).
- 5.7. The following Sections shall survive termination of this Agreement for any reason: Section 3 (Consideration); Section 10 (Confidential Information); Section 11 (Indemnity); Section 12 (Disclaimer).

## 6. MEMBERS OBLIGATION

- 6.1. Member shall provide detailed report on completion of every 11 months of the membership of the use of WNO's Logo ( as defined under clause 4.1 below) on the products ("Usage Report"). The first period of such Usage Report shall be from Effective Date till the end of 11 months from Effective Date. The subsequent period of Usage Report would be reckoned from the date of renewal and ending on 11 months from the date of such renewal. The Usage report shall be submitted within 15 days from the end such 11 months period.
- 6.2. Member shall inform WNO on immediate basis details with respect to any litigation, government action, show cause notice (along with Member's reply) involving the quality, quantity, usage of the products or the process of manufacture for the products manufactured/ marketed/ imported/ exported by the Member.
- 6.3. Member shall provide copies of the licenses and/or approvals received from various authorities in connection with the products manufactured or marketed by the Member.

## 7. RENEWAL

- 7.1. Approximately Thirty (30) days before the end of the initial term or any renewed term, WNO will issue proforma invoice to Member for renewal

of membership (based on the number of products as per Annexure A) for an additional 1-year term, at WNO's then current rate for annual fees and based on the usage of the WNO Logo on the Products. If there is a change in the no. of products on which the WNO Logo is proposed to be used, the Member shall inform WNO prior to the renewal.

- 7.2. Upon Member's timely submission of Usage Report and payment of the renewal fees and Member confirming to the eligibility and WNO's acceptance of such payment, Member's membership shall renew for an additional 1-year term with new set of Rules & Regulations ( if any ), which shall be intimated to the Member beforehand. WNO may, in WNO's sole discretion, accept or reject any late payment of membership renewal dues. Any late payment of annual dues shall not extend the next renewal term beyond its normal expiration date if dues were not timely paid.

## 8. REPRESENTATION AND WARRANTIES.

The Member acknowledges and warrants that:

- (a) the Member has full capacity to enter into this Agreement;
- (b) The Member not violate or infringe, whether in whole or in any part, any intellectual property rights of WNO;
- (c) During the Term of this Agreement Member shall use WNO Logo only on the products enlisted in Annexure A.
- (d) The Member acknowledges and agrees that, as between the parties, all rights, title and interest (including all intellectual property rights) of WNO shall remain WNO's exclusive property. Member shall not claim any right of whatsoever nature on the intellectual property rights of WNO including but not limited to the Trademark of WNO
- (e) the execution of this Agreement is not and shall not be in violation or infringement, whether in whole or in any part, of any intellectual property rights of or any agreements / understanding with any third party;

## 9. GOOD FAITH

Member represents and warrants that Member is joining WNO in good faith, for the sole purpose of supporting the mission of the WNO as stated herein, and Member attests that all information provided on its application is true and correct. Should it be found that Member has misrepresented its intentions

as stated on Member's application for Membership with WNO, or intentionally misused or disclosed information distributed to Members by the WNO, Member agrees without contest or exception that WNO shall be entitled to cancel Membership and Member forfeiture of any Fees already paid or the payment of actual damages, including the costs and expenses necessitated to bring litigation to recover such damages.

## 10. **CONFIDENTIAL INFORMATION**

Parties acknowledge that during the term of the Agreement either party may share details or proprietary documents, non-public, confidential information of WNO, other members details, plans, proposals, initiatives, projections, financial details, trade secrets, trademarks, brand name, know-how, business and marketing plans, operational information, prepared by the disclosing party and the terms of this Agreement ("**Confidential Information**").

1.2. Either party agrees to hold the Confidential Information documentation in confidence and to use its best endeavours to ensure that the Confidential Information is not disclosed or distributed in violation of the terms of this Agreement. These confidentiality obligations do not apply to information that: (a) is or becomes publicly available through no act or omission of Member; or (b) is already rightfully known without nondisclosure obligations before it received such information from the disclosing party.

1.3. WNO shall not disclose the Confidential Information pertaining to the financial information of the Member with any other Member. '

1.4 The Receiving Party may disclose the Confidential Information only to the Receiving Party's employees and consultants on a need-to-know basis.

1.5 The Parties may disclose the Confidential Information to the extent required by law pursuant to regulatory, court order or other similar process or governmental requirement; provided, however, that prior to any such compelled disclosure, the party shall (to the extent permitted by applicable law) give the other reasonable advance notice of any such disclosure and shall cooperate with the Association in protecting against any such disclosure and/or obtaining a protective order.

## 11. **INDEMNITY**

11.1. Member shall indemnify WNO and/ or its WNO's office bearers including directors of WNO etc. in full against for all losses, damages,

liabilities, claims, demands, suits costs, fines, penalties and expenses (including reasonable legal expenses whether or not proceedings are brought) awarded against or incurred or paid by WNO as a result of proceedings asserted or claimed against WNO or its office bearers including the directors of WNO by any third-party including government authorities for any claim with respect to Member's products/ services as the case may be. The Association shall promptly notify the Member in writing of the claim and shall provide reasonable assistance necessary to perform Member's obligations hereunder.

11.2. WNO shall have no liability to any third party for any claim of whatsoever nature in connection with this Agreement.

## 12. **DISCLAIMER**

**THE ALLOWANCE TO USE WNO'S LOGO SHALL NOT BE CONSTRUED AS AN ENDORSEMENT FOR ANY OF MEMBER'S PRODUCT(S) OR ITS QUALITY. THE SAME IS LIMITED TO CONVEY THAT THE MEMBER IS A MEMBER OF THE WNO.WNO SHALL NOT BE LIABLE FOR ANY DEFECT FOUND IN THE PROCESS OF MANUFACTURING OF THE PRODUCTS, DEFECT IN THE PRODUCT MANUFACTURED OR MARKETED OR IMPORTED OR EXPORTED BY THE MEMBER INCLUDING BUT NOT LIMITED TO THE QUALITY, QUANTITY, USAGE, PACKAGING, LABELLING ETC. WNO SHALL NOT BE LIABLE FOR ANY NON-COMPLIANCE OF STATUTORY OBLIGATION, REGULATORY COMPLIANCE**

## 13. **MISCELLANEOUS.**

13.1. **Amendment.** This Agreement may only be amended by a mutual consent through a written instrument signed by each of the Parties hereto or through email thread agreed by both.

13.2. **Independent Contractors.** The parties to this Agreement are independent contractors. There is no relationship of partnership, joint venture, employment, franchise or agency created hereby between the parties. Neither party will have the power to bind the other or incur obligations on the other party's behalf without the other party's prior written consent.

13.3. **Entire Agreement.** This Agreement constitutes the complete agreement between the parties with respect to any Content and supersedes all prior or contemporaneous discussions, representations, and proposals, written or oral, with respect to the subject matters discussed herein. No modification of this Agreement will be effective unless contained in a writing signed by an authorized representative of each party. No term or condition contained in Member's purchase order or other document will apply.

- 13.4. **Force Majeure.** Neither Party shall have any liability for the failure to perform or a delay in performing any of its obligations hereunder, if such failure or delay is the result of any legal restriction, labor dispute, strike, boycott, flood, fire, public emergency, health/medical outbreak, revolution, insurrection, act of terrorism, riot, war, unavoidable mechanical failure, interruption of electrical power or any other cause beyond the control of that Party, for as long as such condition persists.
- 13.5. **No Waiver.** No waiver by either Party of any breach of any term or provision of this Agreement will be construed as a waiver of any preceding or succeeding breach of the same or of any other term or provision of this Agreement. The Parties' various rights and remedies will be construed to be cumulative and no one of them shall be exclusive of any other or of any right or remedy allowed by law.
- 13.6. **Severability.** If any provision of this Agreement is found invalid or 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.
- 13.7. **Assignment and Successors.** This Agreement is not transferable or assignable by either party, in whole or in part, without the prior written consent of the other party, which consent shall not be unreasonably withheld, conditioned or delayed. Any attempted assignment in violation of this clause shall be null and void. Subject to the foregoing, this Agreement is binding upon the Parties and their permitted successors and assignees, as the case may be.
- 13.8. **Counterparts.** This Agreement may be executed in counterparts, each of which shall be an original and all of which together shall constitute one and the same instrument.
- 13.9. **Governing Law.** The Parties agree that this Agreement, and any disputes arising out of or related to this Agreement, shall be governed by, construed, and enforced in all respects in accordance with the laws of India. The Courts at Mumbai shall have exclusive Jurisdiction. In the event of any matter under this Agreement is litigated between the parties, this Agreement shall be suspended till the conclusion of the litigated matter.

**WITNESS WHEREOF**, the Parties hereby execute this Agreement as of the date set forth above.

<b>Sign</b>	<b>Sign</b>
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<b>Name:</b>	<b>Name:</b>
<b>Designation:</b>	<b>Designation:</b>
<b>Date:</b>	<b>Date:</b>
<b>For: World Neem Organisation</b>	<b>For: &lt;Name of Member&gt;</b>
<b>Witness:</b> <b>Name :-</b> <b>Address:-</b>  <b>Signature</b>	

**Annexure A**  
**List of Products using WNO Logo**

S.No	Name of the Product	Category
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