



Silk Mark Organisation Of India

(Sponsored by Central Silk Board, Ministry of Textiles, Govt of India)
C.S.B. Complex, B.T.M. Layout, Madivala, Bangalore-560 068

Agreement

This Agreement made on _____ day of _____ month _____ between Silk Mark Organisation of India, a registered organisation under Societies Act (Registration No. 1054/2003-2004) having its registered office in First Floor, Central Silk Board Office, CSB Complex, BTM Layout, Madivala, Bangalore-560 068 represented by its Secretary hereinafter called SMOI on one part and _____ hereinafter called the Authorised User on the other part, witnesseth as follows:

Whereas the SMOI has devised a "Silk Mark" comprising of a mark with hologram, the Description of which has been described in the schedule hereunder hereinafter referred to as "Silk Mark" which can be used by affixing the same on all kinds of natural silk goods containing 100% natural silk to confirm to the user / consumer the purity of 100% natural Silk contained in the silk goods affixed with Silk Mark.

Whereas SMOI has decided to licence the use of said Silk Mark to the registered members of the SMOI by way of selling the same at a price for each Silk Mark separately. The use of Silk Mark on the natural silk goods will ensure to the user/consumer the purity of silk used in the silk goods which is buying it for a value which in turn enhances marketability of silk, increases revenue / profit to the user of Silk Mark, which will pave way for the healthy silk trading in the silk industry. In view of these benefits, SMOI has offered to sell the Silk Mark to its registered members for using it on the silk products for value added benefits.

Whereas the Authorised User being a registered member for the SMOI has applied for Silk Mark and has confirmed (1) that he has been marketing the silk goods containing 100% pure silk; (2) has understood that the use of Silk Mark enhances his business sphere; the SMOI having accepted the offer of the Authorised User has agreed to permit the use of Silk Mark by the latter on the following terms and conditions mutually agreed between the parties;

1. The Silk Mark is the property of SMOI and it is the sole owner of the said property.
2. The Authorised User therefore has no right or claim over the Silk Mark and cannot permit any other person or third party to use the Silk Mark without the prior permission of the SMOI. He has been granted only the permission to use the Silk Mark on his silk goods provided the Silk products confirm to 100% purity as prescribed by the SMOI for the use of Silk Mark. For this purpose "100% Natural Silk" means any product woven with Natural Silk in Warp and Weft in the base fabric not withstanding any other fibre, used for ornamental figuration as extra Warp or Weft during loom stage or after loom. Zari and

Lurex used in the base fabric along with Natural Silk in Warp and [or] Weft for ornamental purpose will also qualify for Silk Mark.

3. In view of clause use 2 above, the Authorised User shall ensure that the silk goods on which he affixes the Silk Mark contain 100% Natural Silk. Any violation of this will amount to wrongful usage of Silk Mark for which he is liable to be proceeded with suitably. SMOI would be at liberty to give wide publicity to the wrongful usage of Silk Mark and the defaulting Authorised User. SMOI will be eligible to check the silk goods marked with Silk Mark to ensure its purity. Any discrepancy or violation can be brought to the notice of Authorised User for immediate correction or for invoking revocation clause as the case may be.

4. The Authorised User shall abide by the terms and conditions put forth by the SMOI in relation to use of the Silk Mark.

5. The Authorised User shall not use any other mark resembling the Silk Mark which has the effect of causing confusion to the user/ consumer. He has no right to unauthorisedly use or permit the use of Silk Mark or duplicate the Silk Mark. If it comes to his knowledge wrongful usage or infringement of Silk Mark he shall immediately give information to the SMOI for taking necessary action.

6. The Authorised User shall indemnify the SMOI against the claims of third party caused by the fault of the said Authorised User. The Authorised User shall preserve the Silk Mark in safe custody and give account to SMOI as and when demanded the number of Silk Marks already used and the balance left with him in order to prevent wrongful usage of Silk Mark by unauthorised person. Any loss or theft of Silk Mark should immediately be brought to the notice of SMOI & simultaneously arrange to lodge a police complaint to prevent and check the unauthorised use of Silk Mark. SMOI shall intimate the Authorised User any improvement made in the Silk Mark design.

7. If the Authorised User is found to use the Silk Mark unauthorisedly or commits wrongful usage of Silk Mark or commits breach of the terms and conditions of this agreement the SMOI shall forthwith revoke the permission granted under this agreement without notice besides suitably proceeding against the Authorised User for damages or other relief as deemed fit and in which case the Authorised User shall surrender the balance of Silk Mark left with him immediately and he is restrained forthwith from using the Silk Mark without the permission of the SMOI.

8. Without prejudice to clause 7, the SMOI reserves the liberty to revoke the permission to use the Silk Mark by the Authorised User for any reason whatsoever in which case the Authorised User shall be barred from using the Silk Mark. He shall also be liable for damages and / or any action as deemed fit in the facts and circumstances of each case.

9. The SMOI shall not be responsible or liable for the claims of third party arising on account of misuse of Silk Mark or wrongful usage of Silk Mark by the Authorised User.

10. For any clarification or doubt arising under this agreement the decision of the Chairman of SMOI or any committee appointed by him in this behalf shall be final and binding on the Authorised User.

11. Any dispute or differences under this agreement shall be resolved mutually between the parties failing which, it shall be referred to a sole arbitrator in which case the provisions Contained in Arbitration and Conciliation Act 1996 shall apply.

12. The words "SMOI" & "Authorised User" includes its respective successors, assignees or representatives.

In witness whereof both the parties herein have signed this agreement on the date, month and year above written in the presence of witnesses.

Witnesses

For Silk Mark Organisation of India

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For Authorised User