

FAMILY LAW SECTION MEMBERSHIP LICENCE AGREEMENT

Dated

Parties

- 1 New Zealand Law Society (“Society”)
- 2 The lawyer or the partners in the law firm set out in the Schedule (“Licensee”)

Background

- A The Family Law Section (“Section”) is a section of the Society.
- B The Section has adopted and utilises the Logo.
- C The Section wishes the Society to authorise certain lawyers and law firms to utilise the Logo and to describe themselves as members of the Section on the terms and conditions set out in this Agreement.

Agreement

1 Interpretation

1.1 Definitions: In this Agreement unless the context otherwise requires:

“**Description**” means the words “Member of the NZLS Family Law Section” or such other description as the Society from time to time specifies.

“**Executive Committee**” means the executive committee of the Section.

“**Intellectual Property Rights**” means all present and future title, rights to, and interests (including common law rights and interests) in:

- a. any copyright subsisting in the original artistic work in connection with the Logo;
- b. the trade marks, whether registered or not, relating to the Logo; and
- c. any other intellectual property rights that may subsist in the Logo.

“**Licensee**” means the lawyer or the partners in the law firm set out in the Schedule.

“**Logo**” means the logo from time to time adopted and utilised by the Section.

“**Prescribed Membership Requirement**” (in the case of law firm) means such number of partners and employees of the Licensee who are members of the Section as the Executive Committee from time to time prescribes, having regard to the total number of partners and/or lawyers who are members or employees of the Licensee. In the case of an individual member means a full member of the Section.

“**Section**” means the Family Law Section of the Society.

“**Society**” means the New Zealand Law Society.

2 **Licence**

- 2.1 The Society hereby grants to the Licensee during the currency of this Agreement the non-exclusive right:
- a. to advise others that the Licensee is a member of the Family Law Section;
 - b. to include the Description on the Licensee's letterhead and on other appropriate documents and material; and
 - c. to display the Logo on the Licensee's letterhead and other appropriate documents and material.
- 2.2 The Licensee shall, if requested by the Society, pay an annual licence fee.

3 **Licensee's Obligations**

- 3.1 The Licensee shall exercise such rights at all times in strict accordance:
- a. with any instructions, guidelines, specifications or quality standards from time to time specified by the Executive Committee; and
 - b. with the provisions of this Agreement.
- 3.2 The Licensee shall use exact reproductions of the Logo without any variation in design, wording, colouring or otherwise except to the extent expressly authorised by the Executive Committee.
- 3.3 The Licensee shall not use or display the Logo unless it is on each occasion accompanied by the Description.
- 3.4 Unless and until otherwise determined by the Society, the Licensee may at the Licensee's option use and display the Description unaccompanied by the Logo. However, the Society may at any time by giving not less than one month's written notice to the Licensee require that the Description must thenceforth be accompanied by the Logo.
- 3.5 In the event of the Section amending or changing the Description or the Logo in any manner, the Licensee shall as soon as practicable after receiving notice of the new or amended Description or Logo adopt and use the amended Description or Logo and cease to use the previous Description or Logo, as the case may be.
- 3.6 Whenever requested by the Society, the Licensee shall deliver to the Society for checking samples of all letters, documents and other material on which the Description or Logo appears.

4 **Proprietorship of Logo**

- 4.1 The Licensee acknowledges that the Society is the proprietor of all rights, including Intellectual Property Rights, in the Logo.
- 4.2 The Licensee agrees and undertakes that:
- a. the Licensee has no rights in or to the Logo other than those conferred to the Licensee by this Agreement;
 - b. the Licensee shall not at any time question, dispute or challenge the Society's ownership of or rights to the Intellectual Property Rights in the Logo, or assist any third party to do so;

- c. the Licensee shall not challenge the validity of any trade mark associated with the Logo, whether or not the trade mark is now or may hereafter be registered, nor to register any trade marks in or outside of New Zealand which in any way resemble the Logo; and
- d. the Licensee will not do anything to affect adversely the Logo or the Society's rights to the Intellectual Property Rights in the Logo.

4.3 Notwithstanding clause 3.2, all Intellectual Property Rights in any alterations, additions or modifications to the Logo will belong to the Society, whether modified by the Licensee, the Society, or a third party.

4.4 The Licensee shall promptly notify the Society in writing of any known or possible infringement or misuse of the Logo which comes to the attention of the Licensee.

5 **Termination of this Agreement**

5.1 This Agreement may be terminated by either party at any time by giving not less than one month's written notice to the other.

5.2 Without in any way limiting the general discretion of the Society to terminate this Agreement for any reason, it is recorded that the Society may terminate this Agreement on the recommendation of the Executive Committee if the Executive Committee is satisfied that:

- a. the Licensee does not comply with the Prescribed Membership Requirement; or
- b. the Licensee has not observed appropriate ethical standards or appropriate standards of professional competence; or
- c. the Licensee has not complied with the terms of this Agreement.

5.3 On the termination of this Agreement:

- a. the rights conferred by clause 2.1 will forthwith cease; and
- b. the Licensee shall no longer use or display the Description or Logo on any letter, document or material issued or prepared after the date of termination.

6 **Assignment**

6.1 The Licensee has no right to assign, sublicense or transfer this Agreement or any rights acquired under this Agreement without the prior written consent of the Society on each occasion.

6.2 Notwithstanding the provisions of clause 6.1, unless the Society on the recommendation of the Executive Committee otherwise determines, this Agreement will not be affected by any change in the members of the Licensee. In the event of any such change, the continued exercise of the rights conferred by clause 2.1 will constitute an acknowledgement by all the members of the Licensee that the Licensee remains bound by this Agreement.

7 **Warranty**

7.1 The person or persons who have signed this Agreement on behalf of the Licensee warrant and undertake to the Society that he, she or they have authority to bind all members of the Licensee and that this Agreement binds all such members.

Schedule

Licensee:

Execution

Signed on behalf of the
Society by:

Name:

Position:

Signed on behalf of
the Licensee by:

Name:

Position: