

NZLS PANEL OF MEDIATORS – FAMILY SPECIALIST MEMBERSHIP LICENCE AGREEMENT

Dated

Parties

- 1 **New Zealand Law Society (Law Society)**
- 2 **The member of the Law Society’s Panel of Mediators – Family Specialist (Panel) set out in the Schedule (Licensee)**

Background

- A The Law Society has adopted and utilises the Logo.
- B The Law Society wishes to authorise certain members of the Panel to utilise the Logo and to describe themselves as members of the Panel on the terms and conditions set out in this Agreement.
- C The Family Law Section (Section) is a section of the Law Society that is responsible for administering the Panel.

Agreement

1 Interpretation

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

Description means the words “Member of the NZLS Panel of Mediators – Family Specialist” or such other description as the Law Society from time to time specifies.

Executive Committee means the Executive Committee of the Family Law 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.

Law Society means the New Zealand Law Society.

Licensee means the member of the Panel set out in the Schedule.

Logo means the logo from time to time adopted and utilised by the Law Society.

Prescribed Membership Requirement means an individual who is a full member of the Panel.

Section means the Family Law Section of the Law Society.

2 **Licence**

2.1 The Law 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 Panel;
- 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 Law 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 Law Society; 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 Law Society.

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 Law Society, the Licensee may at the Licensee's option use and display the Description unaccompanied by the Logo. However, the Law 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 Law Society 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 Law Society, the Licensee shall deliver to the Law 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 Law 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 Law 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 Law 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 Law Society, whether modified by the Licensee, the Law Society, or a third party.

4.4 The Licensee shall promptly notify the Law 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 Law Society to terminate this Agreement for any reason, it is recorded that the Law 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 Law Society on each occasion.

6.2 Notwithstanding the provisions of clause 6.1, unless the Law 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 Law 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
Law Society by:

Name:

Position:

Signed on behalf of
the Licensee by:

Name:

Position: