

A G R E E M E N T

between

THE ROYAL SCOTTISH COUNTRY DANCE SOCIETY

and

THE ROYAL SCOTTISH COUNTRY DANCE SOCIETY - VANCOUVER BRANCH

WHEREAS members of The Royal Scottish Country Dance Society (hereinafter referred to as "the Society") have formed local association of members of the Society for the Greater Vancouver area of British Columbia, Canada, which association is known as The Royal Scottish Country Dance Society - Vancouver Branch (hereinafter referred to as "the Local Association") and has objects similar to those of the Society, the purpose being to further such objects in the Greater Vancouver area of the Province of British Columbia, Canada; AND WHEREAS the Society has agreed to allow the Local Association to associate with the Society provided that the Local Association enters into a Licence Agreement regularising and setting out the terms by which the Society allows the use of its name by the Local Association, all as hereafter set forth; NOW THEREFORE the Society and the Local Association hereby agree as follows:

1. Use of names

1.1 The Society authorises and consents to the use by the Local Association of the name "The Royal Scottish Country Dance Society" or "RSCDS" in the name of the Local Association, and any logo used by the Society, in relation to goods and services offered by the Local Association on the following terms only:

- a) the authorisation hereby granted is personal to the Local Association, and cannot be assigned, sub-licensed or transferred by it in any way, without the consent of the Society.
- b) the Local Association is authorised to use the name The Royal Scottish Country Dance Society or the abbreviation RSCDS as part of its name only if it precedes the words Vancouver Branch.

- c) the Local Association is authorised to use the Society's logos, if on the same document, product or item on which it appears, the Local Association also states its name, unless there is express agreement to do otherwise from the Society.
- d) all notepaper, order forms and other stationery used by the Local Association must state the full name of the Local Association and where used the name The Royal Scottish Country Dance Society or the abbreviation RSCDS.
- e) all posters, leaflets, pamphlets and other material produced by the Local Association must state the full name of the Local Association, unless the express prior permission of the Society has been obtained for this requirement to be waived.
- f) all items, in addition to those referred to above, must state the full name of the Local Association unless prior consent from the Society is obtained.

1.2 Provided that

- a) the Local Association is not under any circumstances authorised to state, suggest, or otherwise indicate, by its use of the name The Royal Scottish Country Dance Society or RSCDS in its title that it is an agent, partner or representative of the Society.
- b) nothing in this agreement shall require the Local Association to obtain the consent of the Society in order to distribute items which are acquired by the Local Association from any other local association which has entered into a licence agreement with the Society on these or similar terms.

2. Membership

Every member of a Local Association must also be a member of the Society. The Local Association may refuse membership of the Local Association to a member of the Society.

3. Obligations of the Local Association

- a) The Local Association undertakes to conduct its affairs in a lawful and seemly manner and in a manner consistent with the public image of the Society. It further agrees that it shall not knowingly, take steps which will harm the goodwill or good image of the Society, nor shall it oppose the aims and objectives of the Society.
- b) The Local Association agrees to notify the Society of the proposed changes to the Constitution of the Local Association in writing prior to any such change being approved by the Local Association.
- c) The Local Association agrees to submit a copy of its annual Report on the year's working of the Local Association together with a copy of its annual Accounts, to the Secretary of the Society no later than two months after the Local Association's Annual General Meeting.
- d) The Local Association agrees to provide the Society with the names and addresses of the Local Association's chairman, secretary and treasurer. Each year, the number of members shall be provided and certified by the above office bearers as being members of the Society.

4. Obligations of the Society

The Society agrees to:

- a) supply the Local Association with copies of the subscription publications for distribution to each member of the Society who is a member of the local association, and who has nominated the Local Association in terms of Article III(1) of the Constitution of the Society as the Local Association through which his or her Society Subscription, if due, shall be paid; and in which he/she shall be counted for the purposes of representation in Society meetings.
- b) allow such discounts on purchases as may be agreed from time to time.
- c) continue its examination and standard setting function.

- d) provide opportunities for members of the Local Association to attend classes, for example by holding Summer Schools, certificate classes and other courses.

5. Recognition of ownership

The Local Association recognises that the Society is the owner, worldwide, of the goodwill attaching to the name and also owns the copyright in its logos. If the Local Association learns of any breach of copyright by another party by the use of the name or imitation of the logos or otherwise, it shall notify the Society, and the Society, in its absolute discretion, may institute legal proceedings against the infringer.

6. Independent Parties

The Local Association is legally independent of the Society and the relationship between the parties to this agreement is that of licensee and licensor.

7. Previous agreements

All previous agreements and arrangements made between the Society and the Local Association in connection with the subject matter of the agreement are hereby cancelled.

8. Amendment

No amendment, qualification, waiver or cancellation of these terms shall be valid unless agreed to in writing by the Society and the Local Association.

9. Scottish Law

This agreement shall be governed by and construed in accordance with the

law of Scotland, and parties to this agreement submit to the jurisdiction of the Scottish Courts.

10. Notices

Any notices to be given under this agreement shall be deemed to have been properly given if hand delivered or sent first class post to the registered office or, in the case of the Local Association, to the address of the last known secretary.

11. Termination

- a) This agreement shall commence on the date hereof and shall continue until terminated by either party giving notice in writing; such notice shall take effect on the date specified in the Notice.
- b) Upon termination the Society shall permit the Local Association to dispose of Local Association stocks of goods without removing the Society name, on the understanding that, where practicable, the name, any abbreviation thereof or the logo should be deleted from such goods. From the date of the termination the Local Association may not use the name The Royal Scottish Country Dance Society, RSCDS, or the logo in its title and may not mark any further goods with any like name, abbreviation or logo.

12 Disputes

- a) In the event of a Dispute arising in respect of any provision of the foregoing agreement the Executive Council of the Society, or the Society in General Meeting, shall have the authority to represent the Society and if necessary to alter any term of the foregoing agreement on behalf of the Society.
- b) The Local Association shall appoint a Representative to act on behalf of the local association and authorise such representative to negotiate any

matter in dispute including any amendment of the foregoing Licence Agreement which may be approved by the Society in terms of sub-clause (a) above.

- c) In the event of the Society and the Local Association failing to agree, the parties agree to refer any such dispute to an Arbiter to be mutually agreed and failing agreement to an Arbiter nominated by the Chairman, whom failing the Vice Chairman of the Society. The parties hereto agree to accept the decision of any Arbiter so appointed as binding upon both parties to this Agreement.

IN WITNESS WHEREOF

DATED as of the 1st day of April, 1996.

Signed:

On behalf of THE ROYAL SCOTTISH COUNTRY DANCE SOCIETY



Chairperson



Secretary

On behalf of THE ROYAL SCOTTISH COUNTRY DANCE SOCIETY -
VANCOUVER BRANCH



Chairperson



Honorary Secretary