



LICENCE AGREEMENT

Between

The Institute of Chartered Accountants of Scotland, having its principal place of business at CA House, 21 Haymarket Yards, Edinburgh, EH12 5BH (“**Licensor**” or “**ICAS**”);

And

NAME OF FIRM (“**Licensee**”);

WHEREAS:

- the Licensor has a registered trademark in the designatory letters ‘CA’; and
- the Licensee wishes to use and the Licensor is willing to grant the Licensee a licence to use the designatory letters ‘CA’ on the terms and conditions set out in this Agreement,

IT IS AGREED as follows:

1 Definitions

1.1 In this Agreement the following words and phrases have the following meaning:

Agreement: This Licence Agreement as may be amended from time to time in accordance with Clause 13.

Application: The application form completed by the Licensee prior to this Agreement, providing information to the Licensor on the Licensee and its proposed use of the Designatory Letters.

Commencement Date: The last date of signing of this Agreement.

Designatory Letters: ‘CA’, as an acronym for ‘Chartered Accountant’.

Eligibility Criteria:

The criteria, as stated by ICAS from time to time, which the Licensee must satisfy in order to be eligible to be granted a license in accordance with this Agreement; including, but not limited to: (i) the requirement to comply with the provisions in ICAS Regulations to allow use of the description 'Chartered Accountants', and (ii) the requirement that Chartered Accountants must have more than 50% ownership and control of any Licensee which is a corporate entity.

IPR:

Any rights in or to, but not limited to, any patent, copyright, moral rights, design mark, utility model, trade mark, brand name, service mark, trade name, business name, chip topography right, know-how or confidential information and any other rights in respect of any other industrial or intellectual property, whether registerable or not and wherever existing in the world and including without limitation all rights to apply for any of the foregoing rights.

Parties

The Licensor and the Licensee.

Permitted Uses

The ways in which the Licensee is permitted to use the Designatory Letters by the Licensor.

Territory

The United Kingdom.

Working Days:

Monday to Friday, 9 am to 5.00 pm UK time, excluding public holidays.

1.2 The headings in this Agreement are inserted only for convenience and shall not affect its construction.

1.3 References to clauses are to the clauses of this Agreement.

1.4 Unless the context otherwise requires, words in the singular include the plural and in the plural include the singular.

- 1.5 Any words including the terms 'including', 'include', 'in particular' or any similar expression shall be construed as illustrative and shall not limit the sense of the words preceding those terms.
- 1.6 A reference to 'writing' or 'written' includes faxes and emails.

2. Grant of Licence

- 2.1 The Licensor hereby grants to the Licensee a non-exclusive, revocable licence to use the Designatory Letters, throughout the Territory, solely by way of the Permitted Uses, as defined in Clause 2.1.
- 2.2 Subject to the terms of Clauses 2.3 and 5.2, the Permitted Uses of the Designatory Letters by the Licensee are as follows:
- 2.2.1 inclusion of the Designatory Letters in the trading name of the Licensee;
 - 2.2.2 inclusion of the Designatory Letters within the URL of the website of the Licensee;
 - 2.2.3 inclusion of the Designatory Letters within the email addresses used by the Licensee;
 - 2.2.4 inclusion of the Designatory Letters within any profile name used by the Licensee on social media.
- 2.3 When using the Designatory Letters in accordance with Clause 2.2, the Licensee shall take all appropriate steps to demonstrate the Licensee's affiliation to or connection with ICAS.
- 2.4 The Licensee acknowledges that the Licensor has a registered trademark in the Designatory Letters and that the Licensee shall not obtain any rights to the same, other than as expressly set out in this Agreement.

3. Duration and Scope

- 3.1 This Agreement shall come into force on the Commencement Date and shall remain in force until the firm no longer meets the eligibility requirements or is terminated earlier in accordance with Clause 8.
- 3.2 For the avoidance of doubt, nothing in this Agreement shall constitute an exclusive agreement between the Licensor and the Licensee and the Licensor shall be entitled to grant similar licences to third parties in respect of the Designatory Letters.

3.3 Each of the Parties hereby represents and warrants that it has the power and capacity to enter into, respectively grant or exercise the rights as appropriate to each, and fully perform and be responsible for its obligations under this Agreement.

3.4 For the avoidance of doubt, the Licensors represents that, to the best of its knowledge, the Licensors granting of a licence for the Licensee to use the Designatory Letters does not infringe on the intellectual property rights of third parties nor violate the Licensors contractual or other obligations to third parties.

4. Consideration

4.1 The license for the Licensee to use the Designatory Letters is granted by the Licensors for no consideration.

4.2 For the avoidance of doubt, the Licensors may require that any additional license granted to the Licensee after expiry of this licence is dependent on payment of such consideration as the Licensors may decide.

5. Obligations of the Licensee

5.1 The Licensee shall:

5.1.1 provide the Licensors with such information as it may reasonably require in connection with this Agreement;

5.1.2 notify the Licensors immediately of any change to the Licensee's compliance with the Eligibility Criteria;

5.1.3 notify the Licensors immediately of any proposed change to its trading name.

5.2 The Licensee shall not:

5.2.1 subject to the other terms and conditions of this Agreement, do or omit to do anything to diminish the Licensors's registered trademark in the Designatory Letters, nor assist any other person to do so, either directly or indirectly;

5.2.2 register at Companies House the name of a body corporate, partnership, or limited liability partnership which includes the Designatory Letters as an acronym for 'Chartered Accountants';

5.2.3 use the Designatory Letters in connection with a business offering services other than accountancy or related services;

5.2.4 use the Designatory Letters in connection with a body corporate, partnership, limited liability partnership or unincorporated practice other than as identified in the Application.

5.3 The Licensee acknowledges and agrees that the exercise of the licence granted to the Licensee under this Agreement is subject to all applicable laws, enactments, regulations and other similar instruments in the Territory, and the Licensee understands and agrees that it shall at all times be solely liable and responsible for such due observance and performance.

6. IPR

6.1 Each Party shall retain all right, title and interest in its own intellectual property. Each party acknowledges that all such IPR are the sole and exclusive property of the other Party.

7. Assignment / Sub-Licence

7.1 Neither this Agreement, nor any of the rights or obligations under it, may be assigned by the Licensee without obtaining the prior written consent of the Licensor.

7.2 The Licensee shall not be entitled to grant sub-licences under this Agreement.

8. Termination

8.1 The Licensor may terminate this Agreement with immediate effect by giving written notice to the Licensee if any of the following circumstances arises:

8.1.1 the Licensor considers that the Licensee's use of the Designatory Letters is no longer in keeping with the reputation associated with the Designatory Letters;

8.1.2 the Licensee commits a material breach of this Agreement and (if such breach is remediable) fails to remedy that breach within fourteen days of being notified in writing to do so;

8.1.3 the Licensee becomes insolvent or becomes subject to receivership, liquidation or similar external administration

8.2 Subject to Clause 8.3, on termination of this Agreement, all rights and licences granted pursuant to this Agreement shall cease and the Licensor shall immediately take such steps as are necessary to ensure that it no longer uses the Designatory Letters in accordance with Clause 2.2.

8.3 The Licensor may, at its sole discretion, stipulate a period of time within which the Licensee shall take all or some of the steps referred to in Clause 8.2.

9 No Agency or Partnership

- 9.1 Nothing in this Agreement is intended to, or shall be deemed to, establish any partnership, joint venture or relationship of employer to employee between any of the Parties, constitute any party the agent of another party, nor authorise any party to make or enter into any commitments for or on behalf of any other party.

10 Entire Agreement

- 10.1 This Agreement constitutes the entire agreement between the Parties relating to the subject matter of this Agreement and supersedes all previous communications, representations, understandings, and agreements, either oral or written, between the Parties with respect to this subject matter.

11 Severance

- 11.1 If any provision of this Agreement is held to be unenforceable, the remaining provisions shall remain in full force and effect. All rights and remedies hereunder are cumulative.

12 Notices

- 12.1 Any notice required to be delivered hereunder shall be delivered three days after deposit in the Royal Mail, (recorded mail), one business day if sent by overnight courier service, and immediately if sent electronically or by fax. Any notices to the Licensor shall be addressed to the head office of ICAS and marked for the attention of the Regulatory Authorisations Department. Any notices to the Licensee shall be sent to the address set out in the preamble of this Agreement. In any question as to the effective delivery of a notice, it shall be sufficient to prove that the notice was posted or (if electronically or by fax) sent.

13 Variation

- 13.1 Except as set out in this Agreement, any variation, including the introduction of any additional terms and conditions, to this Agreement, shall only be binding when agreed in writing between the Parties.

14 Governing Law and Jurisdiction

- 14.1 This Agreement, and any dispute or claim arising out of or in connection with it or its subject matter or formation (including non-contractual disputes or claims) shall be governed by and construed in accordance with the law of Scotland and the parties hereby submit to the exclusive jurisdiction of the Scottish courts.

In Witness Whereof

Signed for and on behalf of the Licensor

Date:

in the presence of:-

Witness

.....
**THE INSTITUTE OF CHARTERED
ACCOUNTANTS OF SCOTLAND**

Full Name

Address

.....

Position

Signed for an on behalf of the Licensee

Date:

in the presence of:-

Witness

.....
NAME

Full Name

Address

.....

Position