 

**Licensing agreement for use of Falkland Islands 40th anniversary logo**

The licence agreement is made with effect as of EFFECTIVE DATE.

BETWEEN: The Falkland Islands Government, The Secretariat, Thatcher Drive, Stanley, Falkland Islands, FIQQ 1ZZ

AND: INSERT COMPANY/INDIVIDUAL NAME AND ADDRESS (the Licensee)

The Falkland Islands Government (FIG) has procured the creation of the Falkland Islands 40th anniversary logo and holds all copyright and rights in the nature of copyright subsisting in it. The Licensee wishes to receive, and FIG is willing to grant to the Licensee, a licence to reproduce the work.

1. **Grant of licence**

FIG grants you non-exclusive licence to use the logo (as shown in the Schedule) on materials including: literature, promotional merchandise, apparel, bags and accessories, stationery, digital platforms (websites, blogs, social media), food and drinks items, signs, packaging, banners and stickers. You are not permitted to use the logo on business cards, letterheads, email signatures, invoices or forms. The grant is subject to 10% of all commercial profits made through the sale of materials featuring the logo, being donated to Falkland Islands-oriented charities.

**2. Limitations on license**

You agree to comply with the following conditions of the license granted by this agreement:

A. You must not use the logo in any manner likely to diminish or damage the reputation of FIG, the people of the Falkland Islands or the Falkland Islands as a whole.

B. You must not use the logo in conjunction with any graphics or text which refer either directly or indirectly to Argentina’s claim of sovereignty over the Falkland Islands; specifically, it must not be used in conjunction with the terms ‘Malvinas’ or ‘Islas Malvinas’, equally it cannot be used in any conjunction with the Argentine national flag or any Argentinian provincial flags.

C. Use of the logo must always adhere to the design principles as outlined in section 3.

D. The Licensee shall not assign, transfer, mortgage, charge, sub-license, sub-contract, delegate, declare a trust over or deal in any other manner with any or all of its rights and obligations under this agreement without the prior written consent of FIG. Nothing in this agreement authorises you to grant to any other person, firm or organisation, any right to use the logo in any way or by any means or manner.

E. The logo remains the intellectual property of FIG at all times and you will not make any representation to the effect that the logo is owned by you or attempt to register it as your own trademark or brand copyright in any country, at any time,

F. If requested, FIG may request designs/prototypes/samples to be sent 2-3 weeks before production to the Head of Communications, and you can expect a response notifying of any reasonable suggested changes within one week. If a fault or issue is found which is not then addressed by the producer, then termination of this agreement may be considered.

G. You must not use the logo to endorse anything other than the 40th anniversary of the Falkland Islands War or in conjunction with any other strapline relating to the 40th anniversary, other than ‘Looking Forward at Forty’.

**3. Design principles**

You agree to comply with the following design principles when using the logo:

H. The logo must not be redrawn, distorted or modified in anyway.

I. The logo must not be placed on a background that impairs legibility.

J. If used in conjunction with a third-party logo, the 40th logo must be of the same approximate size as the third-party logo.

K. The logo must be protected by an exclusion zone where no graphic images or text (other than the background) should appear – this should be a minimum of 0.3x, where ‘x’ is the height of the logo.

**4. Limitations on liability**

In no event shall FIG be liable for damages of any kind, including direct, indirect, consequential, incidental or punitive, arising from this agreement and your use of the logo. Furthermore, you shall indemnify FIG, our officers, directors, employees and affiliates against any claims, liabilities or actions arising from any misrepresentation or breach of this agreement, including acts of non-compliance.

**5. Commercial donation/royalty payment**

You agree to donate 10% of all commercial profits to Falkland Islands-oriented charities. We will provide a list of approved charities and in turn will require you to provide proof of the profit you have made through use of the logo, as well as proof of having made the donation.

**6. Licence agreement**

By signing this agreement, you hereby confirm to FIG the following:

L. That you have the right, power and authority to enter into this agreement and to perform your obligations as set forth.

M. This agreement shall not be construed or deemed to create any partnership, joint venture or other form of agreement or relationship between the parties, other than as expressly set forth herein.

By signing and submitting this document, you acknowledge that you have read and accept the terms and conditions of this agreement in its entirety.

SIGNED: (ON BEHALF OF THE FALKAND ISLANDS GOVERNMENT)

DATE: (EFFECTIVE DATE)

SIGNED: (ON BEHALF OF COMPANY NAME/INDIVIDUAL)

DATE (EFFECTIVE DATE)

Schedule – The Logo



