

BACKGROUND

The South Downs National Park Authority and The South Downs National Park Trust are working together to establish a financially stable, independent charity to support the South Downs National Park's Partnership Management Plan.

As part of this agreement the South Downs National Park Authority grants an Exclusive Licence to use the Intellectual Property of The South Downs National Park Authority and sets out the standard terms and conditions that will be incorporated and apply to the Licence granted.

Applicant Details

Organisation/Name	South Downs National Park Trust
Address	South Downs Centre, North Street, Midhurst, West Sussex, GU29 9DH

Trade Marks

SOUTH DOWNS
NATIONAL PARK TRUST

1. Registered Designs





Terms and Conditions of Licence

By signing this agreement the South Downs National Park Trust agrees to the following terms:

1. That the Licence is granted by SDNPA and is effective from the date when the SDNPA authorises application confirming approval of the Application and grant of the Licence.
2. To abide by the terms and conditions of use of the IP of the SDNPA as set out below, which we understand may be amended from time to time.
3. Always to use the IP respectfully and appropriately and always to adhere to the 'Brand Usage Guidelines' regarding the graphic designs and logos, as symbolised by the IP, including but not limited to the use of colours, the distortion, alteration, cropping of, or the addition to the various graphic designs and logos, unless where permitted otherwise by the said Brand Usage Guidelines and/or this granted Licence.
4. Never to use the IP in any way that is contrary to the following Purposes of the South Downs National Park:
 - Purpose 1: To conserve and enhance the natural beauty, wildlife and cultural heritage of the area.
 - Purpose 2: To promote opportunities for the understanding and enjoyment of the special qualities of the National Park to the public.
5. Never to use the IP in any way contrary to the following Duty and policies or to bring the National Park in to disrepute:
 - Duty: To seek to foster the social and economic well-being of the local communities within the National Park in pursuit of our purposes.
6. Always to ensure that the quality of any materials, whether in physical or digital form, bearing any of the IP, shall be of the highest standard.

7. To acknowledge that the granted Licence is not transferable to a third party and may not be sub-licensed.
8. To acknowledge that insolvency or bankruptcy of the Applicant and/or any misuse of the IP or any breach of the Brand Usage Guidelines and/or any terms and conditions of the granted Licence may result in the immediate cancellation of the granted Licence and that in these circumstances the SDNPA has no liability whatsoever in respect of any losses and/or costs that may be incurred by you in connection with such cancellation.
9. To acknowledge that the SDNPA as IP owner may at any time change the content of the IP and that after due and reasonable notice of any such change is given to you by the SDNPA you will be required to make a corresponding change to all your products, materials, advertising, packaging, promotional materials etc that benefit or incorporate the IP under the Licence.
10. To indemnify the SDNPA against all actions, claims, costs, losses, damages and expenses (including but not limited to those arising out of any legal proceedings that may be brought against the SDNPA) which the SDNPA may suffer or sustain arising from or incurred by reason of any acts made by us the Applicant, or any of our agents or employees in connection with the rights granted under the Licence, and undertaken without the express knowledge and written approval of the SDNPA.
11. On cancellation of the Licence to acknowledge that all rights in the IP granted under the Licence will cease and that you shall immediately discontinue all use of the IP and return all IP (as may be applicable) to the SDNPA.
12. To acknowledge that the terms of the granted Licence shall be construed in accordance with and governed by the law of England & Wales and the English Courts shall have exclusive jurisdiction to hear any matters arising out of any breaches thereof.
13. To provide physical or electronic copy of all usage examples of the South Downs National Park IP within one month of usage to sharedidentity@southdowns.gov.uk

For the South Downs National Park Trust

Signature _____ Name: _____

Organisation: _____ Date: _____

For South Downs National Park Authority

Name: Trevor Beattie

Position: CEO of the South Downs National Park

Date: _____