

**LICENCE AGREEMENT**

**BETWEEN**

**THE INTERNATIONAL CRIMINAL POLICE  
ORGANIZATION - INTERPOL**



**AND**

**UNDERWRITERS LABORATORIES INC.**



**Preamble**

The **International Criminal Police Organization - INTERPOL** (hereinafter referred to as "INTERPOL")

And

**Underwriters Laboratories Inc.** (hereinafter referred to as "UL")

Hereinafter referred to as "the Parties",

**Wishing** to co-ordinate their efforts within the framework of the missions assigned to them,

**Recognizing** that INTERPOL is an independent intergovernmental organization responsible for ensuring the promotion of the widest possible mutual assistance between all criminal police authorities within the limits of the laws existing in the different countries and in the spirit of the Universal Declaration of Human Rights, and for the establishment and development of all institutions likely to contribute effectively to the prevention and suppression of ordinary law crimes in accordance with its Constitution,

**Bearing in mind** that, under its Constitution, it is strictly forbidden for INTERPOL to undertake any intervention or activities of a political, military, religious or racial character,

**Recognizing** that UL is a not-for-profit organization dedicated to protecting the safety of consumers across the globe, its mission being to support the production and use of physically and environmentally safer products and to apply efforts to prevent or reduce loss of life and property,

**Considering** that it is in the common interest of INTERPOL and UL to co-operate in transnational and organized intellectual property (IP) crime,

**Considering** the potential opportunities and advantages of setting up the International Intellectual Property Crime Investigators College (IIPCIC),

**Recognizing** that close co-operation between INTERPOL and UL would contribute effectively to international efforts to combat transnational and organized intellectual property (IP) crime,

**Have agreed** on the following:

**Article 1**  
**Subject**

INTERPOL hereby grants UL a global, non-exclusive, non-transferable, individual licence for use of the logo and name "ICPO-INTERPOL" in the exercise by UL of their common mandate, to develop and deliver leading-edge training to equip all IP crime investigators with the necessary skills to effectively combat current and emerging threats from transnational and organized intellectual property (IP) crime.

When used by UL, the name "ICPO-INTERPOL" shall always be associated to the name of UL as follows: "ICPO-INTERPOL/UL".

**Article 2**  
**Specific use rights**

Under the global licence granted by INTERPOL to UL, the use of the logo and the name "ICPO-INTERPOL" is solely for the following goals and objectives:

- a) Establishment of an INTERPOL-recognized International Intellectual Property Crime Investigators College (IIPCIC);
- b) Training of all IP crime investigators in combating transnational and organized intellectual property (IP) crime, particularly in connection with the implementation of the training agreement concluded between the INTERPOL General Secretariat and UL;
- c) Collective efforts to encourage wide stakeholder participation in related activities to combat transnational and organized intellectual property (IP) crime.

**Article 3**  
**Granting of licence and restriction**

- a) UL undertakes not to assign, transfer or license the present Agreement (or any rights conferred by it) in any manner whatsoever.
- b) INTERPOL reserves all rights not expressly granted by this Agreement.
- c) This Agreement does not grant any rights other than the specific rights to use the logo and the name "ICPO-INTERPOL" granted under Article 1. No intellectual property rights belonging to INTERPOL are granted by this Agreement.

**Article 4**  
**Ownership, identification and use**

- a) UL acknowledges that INTERPOL has sole ownership of the logo and the name "ICPO-INTERPOL", and that the Organization retains all ownership rights to its logo and its name.
- b) UL undertakes not to use the logo or the name "ICPO-INTERPOL" in any manner whatsoever which might be prejudicial to the image and reputation of INTERPOL. UL also undertakes not to adopt, use or register any trade name, trademark, service mark or certification mark, any domain name or any other designation which does not comply with INTERPOL's rights relating to the logo and the name "ICPO-INTERPOL".

**Article 5**  
**Quality control**

UL undertakes to co-operate with INTERPOL to facilitate periodic checks on the use by the licensee of the logo and name "ICPO-INTERPOL", and on the licensee's compliance with its obligations. UL undertakes to promptly terminate and make good any non-compliance relating to the use of the logo or the name "ICPO-INTERPOL", within a reasonable period of time, further to formal notice received from INTERPOL to this effect.

**Article 6**  
**Liability**

UL undertakes to hold INTERPOL harmless in respect of any claims from third parties, and to cover any damages, costs or expenses (including lawyers' fees) resulting from a breach by UL of one of its obligations under the present Agreement.

**Article 7**  
**Duration and termination**

- a) The present Agreement is concluded for an indefinite period.
- b) The Parties are free to terminate the Agreement without cause, upon ninety (90) days' written notice.
- c) Either party may terminate the Agreement in the event of a breach by the other party of any of its material obligations, where the defaulting party fails to put an end to such breach within thirty (30) days of written notice of such breach from the other party.
- d) UL undertakes to immediately cease all use of the logo and name of "ICPO-INTERPOL" upon termination of the Agreement.

**Article 8**  
**Settlement of disputes**

Any dispute concerning the interpretation or application of this Licence Agreement shall be settled amicably by good faith negotiations between the Parties.

Any dispute between INTERPOL and UL concerning legal action initiated by a third party in respect of a breach by UL of one of the obligations under this Agreement shall be brought before the competent French courts.

**Article 9**  
**Entry into force**

The present Agreement enters into force no later than 60 days after it has been signed by the Secretary General of INTERPOL and the President, UL University, Underwriters Laboratories Inc. (UL), subject to prior approval by the INTERPOL General Assembly.

In witness whereof, the Secretary General of the International Criminal Police Organization - INTERPOL and the President, UL University, Underwriters Laboratories Inc. (UL) have signed the present Agreement in two original copies, in English, on the dates appearing under their respective signatures.

**For the International Criminal Police  
Organization – INTERPOL**

**For Underwriters Laboratories Inc.**



**Ronald K. Noble**  
**Secretary General**  
**ICPO-INTERPOL**



**Patrick Boyle**  
**President-UL University**  
**Underwriters Laboratories Inc.**

on 11 January 2011 (date)

on 23 December 2010 (date)

in Lyon (place)

in Hong Kong (place)