



**GLOBAL COFFEE
PLATFORM**

for a sustainable coffee world

GCP LOGO LICENSE AGREEMENT

June 2021

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PREAMBLE

The Global Coffee Platform, Rue Mina-Audemars 3, 1204 Genève, registered with the Commercial Register Geneva under Federal Reg. No. CH-660-2928006-4, having its Secretariat at Charles de Gaulle Strasse 5, 53113 Bonn, Germany, represented by the Chairman of the Board of Directors Mr. Carlos Brando (hereinafter referred to as "Licensor") is an association of members of, among others, coffee producers, traders, roasters, sustainability organizations and donors who have united under the common vision to generate a thriving, sustainable coffee sector for the coming generation.

The Licensee is either a member of the Licensor or a non-member participant (collaboration partner). Licensor and Licensee are hereinafter jointly referred to as "the Parties".

The Licensor is the sole owner and person entitled to dispose of the figurative mark "GLOBAL COFFEE PLATFORM" with word elements entered with the registration number 018417206 in the register of the European Union Intellectual Property Office (EUIPO) and with the registration number 03536/2021 of the Swiss Federal Institute of Intellectual Property (hereinafter the "Logo") to be downloaded after having agreed to this agreement. The Licensor also provides to the Licensee a [GCP Logo Standards Manual](#) which instructs about the use of the GCP Logo. The Licensor intends to allow the Licensee, for the duration of the membership or the non-member participation, to refer to the relation with the Licensor to use the logo. For this purpose, the Parties agree on the following:

1. RIGHT OF USE

- 1.1 The Licensor grants the Licensee (and affiliates) the simple right to use the logo for the purpose of referring to the membership or mutually agreed collaboration with the Licensor by using the logo in off- or online publications, PR releases or the web presence limited for the duration of the membership. It is a non-exclusive (simple) right of use, i.e. the Licensee only acquires a simple right to use the logo. In addition to the Licensee the Licensor is still entitled to use the logo and to grant further licences.
- 1.2 Any use going beyond requires a particular agreement. The Parties agree that the Licensee is not entitled to modify or further develop the logo or to transfer it to third parties without a separate agreement.
- 1.3 With this License Agreement the Licensor provides the [GCP Logo Standards Manual](#) which Licensees have to comply with using the GCP Logo.

2. LIABILITY

- 2.1 The Licensor shall only be liable for deficiencies in the right of use which were fraudulently concealed by the Licensor when concluding the agreement. The liability of the Licensor is excluded if the Licensee knew of the deficiency in title at the time of conclusion of the agreement.

- 2.2. Otherwise, the Licensor shall only be liable for intent.

3. TERMS OF AGREEMENT

- 3.1. The agreement comes into force upon acceptance by the Accept-Button and ends upon termination of the membership or non-member participation with the Licensor without a requirement for termination.
- 3.2. The Licensor reserves the right to terminate the agreement for good cause. The termination shall be in text form.
- 3.3. After expiry of this agreement, the Licensee shall be entitled for a period of 3 months to deliver the products bearing the GCP Logo which it still has in its possession. This shall not apply if the Licensor terminates this Agreement for good cause without notice.

4. APPLICABLE LAW, PLACE OF JURISDICTION

- 4.1. This agreement shall be governed by the laws of the Federal Republic of Germany to the exclusion of international private law and the UN Convention on Contracts for the International Sale of Goods (CISG).
- 4.2. The place of jurisdiction for all disputes arising from and in connection with this Agreement shall be Bonn, to the extent permitted by law.

5. FINAL PROVISIONS

- 5.1. The Parties agree that no ancillary agreements have been made outside this agreement.
- 5.2. Amendments, supplements and the cancellation of this agreement shall be made in text form to be effective.
- 5.3. Should individual provisions of this agreement be or become invalid in whole or in part, this shall not affect the validity of the remainder of the agreement. In place of the invalid provision or in order to fill a gap, an appropriate provision shall be agreed which comes closest in economic terms to that what the contracting parties intended or would have intended in accordance with the meaning and purpose of this agreement if they had considered this point.

www.globalcoffeeplatform.org