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Schedule 14 – ESMCP Mobile Services Agreement

Trade Mark Licence

Version 1.0

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CHANGE HISTORY

Version No.	Effective Date of agreement / CAN	Version / Details of Changes included in Update	Author(s)
1.0	01/12/2024	Execution version	ESMCP

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Licence For the Use of the Authority’s Trade Marks

This Licence Agreement sets out the terms on which the Authority (**Licensor**) grants the company listed below (**Licensee**) the right to use the Authority’s Trade Marks.

Licence Summary

Licensor Name	The Secretary of State for the Home Department
Licensor Address	Home Office, 2 Marsham Street, London, SW1P 4DF
Licensee Name	[TBC]
Licensee company number	[TBC]
Licensee Address	[TBC]
Trade Mark Licence Commencement Date	[TBC]
Territory	United Kingdom
Authority's Registered ESN Trade Marks	
Authority's Unregistered ESN Trade Marks	the unregistered marks Emergency Services Network, ESN, the Emergency Services Mobile Communications Programme and ESMCP (as set out at Schedule 1 (Trade Marks)).
(Scope of Authorised Use (subject to approval of specific content and compliance with the terms of the Licence Agreement))	<ul style="list-style-type: none">• Licensee website, app or other electronic media• Licensee signage• Licensee social media• Licensee vehicles and equipment• Licensee invoices and letter head• Licensee promotional and marketing materials

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	<ul style="list-style-type: none">• products/packaging supplied by Licensee• Licensee documentation, user guides and manuals• all the above in the context of the Licensee's position as authorised supplier to the Emergency Services Network programme and the terms of the Licence
Special Instructions	

By signing this Licence Agreement, the Licensee agrees to comply with the terms of this Licence Agreement including the terms and conditions set out in Schedule 2 to the Trade Mark Licence, and the ESN Brand Guidelines set out in Schedule 3 to the Trade Mark Licence.

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Signed by authorised signatory for the **Licensee**

Signature:

Name	
Position	
Date	





Signed by authorised signatory for the **Licensors**

Signature:

Name	
Position	
Date	

Schedule 1 to the Trade Mark Licence
Trade Marks

Authority’s Registered Marks

	Mark	Registration number
1		
2	 Emergency Services Network	

Authority’s Unregistered Marks

Emergency Services Network.

ESN

The Emergency Services Mobile Communications Programme

ESMCP

Schedule 2 to the Trade Mark Licence

Terms and Conditions

1 Interpretation

Expressions defined in the Mobile Services Agreement (as defined below) and used in this Licence Agreement have the meaning set out in the Mobile Services Agreement unless otherwise defined below. The rules of interpretation set out in the Mobile Services Agreement apply to this Licence Agreement. The following definitions and rules of interpretation apply in this Licence Agreement

1.1 Definitions:

Authority’s Trade Marks	The Authority’s Registered ESN Trade Marks and the Authority’s Unregistered ESN Trade Marks as defined in the Licence Summary
ESN	The Emergency Services Network
ESN Brand Guidelines	means the Emergency Services Network Brand Guidelines as set out at Schedule 3
Mobile Services Agreement	means the contract relating to the ESMCP – Mobile Services Agreement dated _____ and made between the parties.
Relevant Agreements	means this Licence Agreement, the Mobile Services Agreement and any other related agreement made between the parties in connection with them.
Supplier ESN Trade Marks	<div></div>
Territory	the UK.
Trade Marks Authorised Use	use of the Authority’s Trade Marks in the Territory in accordance with the ESN Brand Guidelines or as otherwise approved by the Licensor and the terms of this agreement on the media or materials as indicated in the Licence Summary.
Trade Mark Licence Commencement Date	The commencement date indicated in the Licence Summary.

- 1.2 A reference to a **company** shall include any company, corporation or other body corporate, wherever and however incorporated or established.
- 1.3 References to clauses and Schedules are to the clauses and Schedules of this Licence Agreement unless specified otherwise.
- 1.4 A reference to a **holding company** or a **subsidiary** means a holding company or a subsidiary (as the case may be) as defined in section 1159 of the Companies Act 2006 and a company shall be treated, for the purposes only of the membership requirement contained in sections 1159(1)(b) and (c), as a member of another company even if its shares in that other company are registered in the name of: (a) another person (or its nominee), whether by way of security or in connection with the taking of security, or (b) its nominee.
- 1.5 For the purposes of determining whether a limited liability partnership is a subsidiary of a company or another limited liability partnership, section 1159 of the Companies Act 2006 shall be construed so that: (a) references in sections 1159(1)(a) and (c) to voting rights are to the members' rights to vote on all or substantially all matters which are decided by a vote of the members of the limited liability partnership; and (b) the reference in section 1159(1)(b) to the right to appoint or remove a majority of its board of directors is to the right to appoint or remove members holding a majority of the voting rights.
- 1.6 This Licence Agreement shall be binding on, and inure to the benefit of, the parties to this Licence Agreement and their respective successors and permitted assigns, and references to any party shall include that party's successors and permitted assigns.

2 Grant

- 2.1 For the duration of the Licence Agreement, and providing the Licensee remains an authorised supplier to ESMCP or an authorised user of the ESN, the Licensor hereby grants to the Licensee a non-exclusive, non-transferable, royalty free licence to use the Authority's Trade Marks for the Trade Marks Authorised Use (as indicated on page 1 of this Licence Agreement) in the Territory with a right to sub-licence the Authority's Trade Marks for the Trade Marks Authorised Use, subject to clause 7.1. .
- 2.2 The Licensee shall only use the Authority's Trade Marks for the Trade Marks Authorised Use in accordance with the ESN Brand Guidelines including any amendments or additions notified by the Licensor to the Licensee from time to time. Any changes to the ESN Brand Guidelines shall not apply retrospectively to non-digital assets that the Licensor deems it would be impractical to include. Licensee shall have up to [REDACTED] to fully comply with any such amendments or additions.
- 2.3 The Licensee shall not make any use of the Authority's Trade Marks in, or specifically aimed at, any country outside the Territory without the prior written consent of the Licensor.

3 Licensed Use

- 3.1 The parties shall agree the form and manner of the application of the Authority's Trade Marks in writing in advance (acting reasonably) and the Licensor shall comply with the directions contained in the ESN Brand Guidelines.

4 Title, goodwill and registrations

- 4.1 The Licensor warrants that it is the proprietor of the Authority's Trade Marks.
- 4.2 The Licensor shall [REDACTED] take all reasonable steps to maintain any registrations comprising the Authority's Registered ESN Trade Marks but shall not be obliged to seek registration of any unregistered marks.
- 4.3 The Licensee acknowledges that the Licensor is the proprietor of the Authority's Trade Marks.
- 4.4 Any goodwill derived from the use by the Licensee of the Authority's Trade Marks shall accrue to the Licensor. The Licensor may, at any time, provide a document confirming the assignment of that goodwill and the Licensee shall execute that assignment as soon as reasonably practicable.
- 4.5 The Licensee shall not do, or omit to do, or permit to be done, any act that shall or may weaken, damage or be detrimental to the Authority's Trade Marks or the reputation or goodwill associated with the Authority's Trade Marks or the Licensor, or that may invalidate or jeopardise any registration of the Authority's Trade Marks.
- 4.6 The Licensee shall not apply for, or obtain, registration of any trade mark, domain name, company name or social media account name in any country which consists of, or comprises, or is confusingly similar to, the Authority's Trade Marks.
- 4.7 From the Effective Date of the Mobile Services Agreement, the Supplier undertakes not to use or reference, and not to authorise any third party to use or reference the Supplier ESN Trade Marks in any externally facing material.

5 Protection of the Authority's Trade Marks

- 5.1 The Licensee undertakes to ensure that its use of the Authority's Trade Marks shall in no way reduce or diminish the reputation, image and prestige of the Authority's Trade Marks or ESN or ESMCP.
- 5.2 The Licensee shall notify the Licensor in writing [REDACTED] giving full particulars, if any of the following matters come to the attention of the Licensor's Commercial Director for the ESMCP Programme:

- 5.2.1 any actual or threatened infringement of the Authority's Trade Marks;
- 5.2.2 any actual or threatened claim that the Authority's Trade Marks is invalid;
- 5.2.3 any actual or threatened opposition to the Authority's Trade Marks;
- 5.2.4 any claim made or threatened that use of the Authority's Trade Marks infringes the rights of any third party; and
- 5.2.5 any other form of attack, charge or claim to which the Authority's Trade Marks may be subject.

and shall not make any admissions relating to these matters, other than to the Licensor, and shall provide the Licensor with all assistance that it may reasonably require, [REDACTED] in the conduct of any claims or proceedings.

5.3 In respect of any of the matters listed in clause 5.2, the Licensor shall:

5.3.1 decide what action if any to take;

5.3.2 have exclusive control over, and conduct of, all claims and proceedings.

5.4

6 Liability and indemnity

6.1

6.2 Subject to clause 6.3 but notwithstanding any other provision of this Licence Agreement or any related agreement made between the parties, to the extent permitted by law, in no event shall [REDACTED] of the Licensee to the Licensor under all of the Relevant Agreements together.

6.3 Nothing in this Licence Agreement shall have the effect of excluding or limiting any liability for death or personal injury caused by negligence.

7 Sub-licensing

7.1 The Licensee may grant sub-licences under this Licence Agreement to any third party for the Trade Marks Authorised Use provided that:

7.1.1 the Licensee obtains the prior written consent of the Licensor;

7.1.2 the Licensee shall ensure that the terms of any sub-licence are in writing and are substantially the same as the terms of this Licence Agreement (except that the sub- licensee shall not have the right to sub-license its rights) and the Licensee shall provide the Licensor with a copy of the sub-licence on request;

7.1.3 all sub-licences granted shall terminate automatically on termination or expiry of this Licence Agreement; and

7.1.4

8 Assignment and other dealings

- 8.1 Subject to clause 7.1, the Licensee shall not assign, transfer, mortgage, charge, declare a trust over, or deal in any other manner with any or all of its rights under this Licence Agreement.

9 Duration and termination

- 9.1 This Licence Agreement shall commence on the [REDACTED] in accordance with this clause 9.
- 9.2 This Licence Agreement shall terminate automatically upon the earlier of: (a)
[REDACTED]
- 9.3 Without affecting any other right or remedy available to it, the Licensor may terminate this Licence Agreement with immediate effect if:
- 9.3.1 the Licensee commits a material breach of any term of this Licence Agreement and (if such breach is remediable) fails to remedy that breach within a period of [REDACTED] after being notified to do so;
- 9.3.2 the Licensee repeatedly breaches any of the terms of this Licence Agreement in such a manner as to reasonably justify the opinion that its conduct is inconsistent with it having the intention or ability to give effect to the terms of this Licence Agreement;
- 9.3.3 the Licensee suspends, or threatens to suspend, payment of its debts or is unable to pay its debts as they fall due or admits inability to pay its debts or (being a company or limited liability partnership) is deemed unable to pay its debts within the meaning of section 123 of the Insolvency Act 1986 (**IA 1986**) as if the words "it is proved to the satisfaction of the court" did not appear in sections 123(1)(e) or 123(2) of the IA 1986;
- 9.3.4 the Licensee commences negotiations with all or any class of its creditors with a view to rescheduling any of its debts, or makes a proposal for or enters into any compromise or arrangement with any of its creditors other than (being a company) for the sole purpose of a scheme for a solvent amalgamation of the Licensee with one or more other companies or the solvent reconstruction of the Licensee;
- 9.3.5 the Licensee applies to court for, or obtains, a moratorium under Part A1 of the Insolvency Act 1986;
- 9.3.6 a petition is filed, a notice is given, a resolution is passed, or an order is made, for or in connection with the winding up of the Licensee (being a company) other than for the sole purpose of a scheme for a solvent amalgamation of the Licensee with one or more other companies or the solvent reconstruction of the Licensee;
- 9.3.7 an application is made to court, or an order is made, for the appointment of an administrator, or if a notice of intention to appoint an administrator is given, or if an administrator is appointed over the Licensee (being a company, partnership or limited liability partnership);

- 9.3.8 the holder of a qualifying floating charge over the assets of the Licensee (being a company or limited liability partnership) has become entitled to appoint or has appointed an administrative receiver;
 - 9.3.9 a person becomes entitled to appoint a receiver over all or any of the assets of the Licensee or a receiver is appointed over all or any of the assets of the Licensee;
 - 9.3.10 a creditor or encumbrancer of the Licensee attaches or takes possession of, or a distress, execution, sequestration or other such process is levied or enforced on or sued against, the whole or any part of its assets and such attachment or process is not discharged within [REDACTED];
 - 9.3.11 any event occurs, or proceeding is taken, with respect to the Licensee in any jurisdiction to which it is subject that has an effect equivalent or similar to any of the events mentioned in clause 9.3.3 to clause 9.3.10 (inclusive);
 - 9.3.12 the Licensee suspends or ceases, or threatens to suspend or cease, carrying on all or a substantial part of its business;
 - 9.3.13 the Licensee's financial position deteriorates so far as to reasonably justify the opinion that its ability to give effect to the terms of this Licence Agreement is in jeopardy;
 - 9.3.14 there is a change of control of the Licensee (within the meaning of section 1124 of the Corporation Tax Act 2010);
 - 9.3.15 the Licensee challenges the validity of all or any of the Authority's Trade Marks; or
 - 9.3.16 a third party alleges that the exercise of the rights in the Authority's Trade Marks by the Licensee is an infringement of third party rights.
- 9.4 For the purposes of clause 9.3.1, **material breach** means a breach (including an anticipatory breach) that is serious in the widest sense of having a serious effect on the benefit which the terminating party would otherwise derive from:
- 9.4.1 a substantial portion of this Licence Agreement; or
 - 9.4.2 any of the obligations set out in clauses 2 (*Grant*), 4 (*Title, goodwill and registrations*), 5 (*Protection of the Authority's Trade Marks*) or 6 (*Liability and Indemnity*).

over the term of this Licence Agreement. In deciding whether any breach is material no regard shall be had to whether it occurs by some accident, mishap, mistake or misunderstanding.

10 Consequences of termination

- 10.1 On expiry or termination of this Licence Agreement for any reason and subject to any express provisions set out elsewhere in this Licence Agreement:

10.1.1 all rights and licences granted pursuant to this Licence Agreement shall cease; and

10.1.2 [REDACTED] of termination, the Licensee shall cease all use of the Authority's Trade Marks

10.2 [REDACTED], the Licensee shall remove all copies on the Authority's Trade Marks from its materials, and media in its control.

10.3 Any provision of this Licence Agreement that expressly or by implication is intended to come into or continue in force on or after termination or expiry of this Licence Agreement shall remain in full force and effect.

10.4 Termination or expiry of this Licence Agreement shall not affect any rights, remedies, obligations or liabilities of the parties that have accrued up to the date of termination or expiry, including the right to claim damages in respect of any breach of the Licence Agreement which existed at or before the date of termination or expiry.

11 Further assurance

11.1 The provisions of clause 40 of the Mobile Services Agreement (*Further Assurances*) shall apply.

12 Waiver

12.1 The provisions of clause 36 of the Mobile Services Agreement (*Waiver and Cumulative Remedies*) shall apply.

13 Variation

13.1 The provisions of clause 13 of the Mobile Services Agreement (*Change*) shall apply.

14 Severance

14.1 The provisions of clause 39 of the Mobile Services Agreement (*Severance*) shall apply.

15 Third party rights

15.1 The provisions of clause 42 of the Mobile Services Agreement (*Third Party Rights*) shall apply.

16 No partnership or agency

16.1 The provisions of clause 37 of the Mobile Services Agreement (*Relationship of the Parties*) shall apply.

17 Governing law

17.1 The provisions of clause 45 of the Mobile Services Agreement (*Governing Law and Jurisdiction*) shall apply.

18 Jurisdiction

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- 18.1 The provisions of clause 45 of the Mobile Services Agreement (*Governing Law and Jurisdiction*) shall apply.

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Schedule 3 to the Trade Mark Schedule

ESN Brand Guidelines

(Latest version to be inserted at completion/signature of this Trade Mark Licence, as provided by the Authority)

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