1. Parties

INDEPENDENT NETWORKS COOPERATIVE ASSOCIATION LIMITED *('INCA'), an Industrial and Provident Society registered in England & Wales, Registration Number 3082R having its registered office at 11 Riverview, The Embankment Business Park, Vale Road, Heaton Mersey, Stockport SK4 3GN; (the 'Licensor'); and*

LICENSEE: *the organisation which has an accredited network under the INCA Quality Mark Gold Standard Scheme for which the details and authorised signatory are in the Signatures section which concludes this Agreement.*

2. Quality Mark Gold Standard Scheme and Licence

The INCA Quality Mark Gold Standard Scheme is the Scheme which seeks to encourage and establish clear standards for high quality broadband networks and to enable them to be identified as meeting the "INCA Gold Standard".

It does this by establishing a set of criteria for high quality networks. Network Operators may apply to have their networks recognised as meeting these criteria. There are 4 sets of criteria relevant to the different categories of network: Full Fibre, Hybrid Fibre, Wireless and Wholesale. Other types may be added by INCA in future.

Once a network has been accredited, Network Operators may refer to that network as an INCA Gold Standard network for the relevant Scheme Category and use the appropriate logo under this Licence Agreement.

3. Definitions

INCA Member: organisations and individuals who are current Members of INCA.

Scheme: the INCA Quality Mark Gold Standard Scheme.

Scheme Member: an INCA Member which has an accredited network under the Quality Mark Gold Standard Scheme.

Scheme Category: the different categories for which accreditation may be issued ("Full Fibre", Hybrid Fibre", "Wireless", "Wholesale").

Scheme Logo: a logo contained within the Scheme family of logos as maintained by and copyright of INCA.

4. IP to be Licensed

The Licensor IP to be licensed is

4.1   the names "INCA Gold Standard", "INCA Quality Mark", "INCA Quality Mark Gold Standard" in combination with the Scheme Category name for which the accreditation has been issued.

4.2   the Scheme Logo or Scheme Logos for the Scheme Category(ies) for which accreditation has been issued and which have been supplied by Licensor.

The INCA name and style and INCA spider device are not included in this Licence other than as part of a Scheme Logo. This Licence does not cover the INCA name, style and logo used on its own.

The Licensor hereby grants to Licensee, in accordance with the terms and conditions of this Agreement, a non-exclusive, non-transferable licence (the "Licence") to use the stated IP in the course of its business to identify that its network is accredited to the Scheme and for no other purpose.

5.   Copyright

Licensee acknowledges that copyright exists in the Licensor IP, Scheme names, styles and Categories, Scheme Logos and INCA's name, styles, logo and spider device.

6.   Use to be made of the IP

The IP may be used by the Licensee to identify that it is a properly accredited Scheme Member while such accreditation remains in force. It may be used to identify the Organisation and the accredited Network(s) operated by the Licensee.

The Licensee agrees to use the correct Scheme Category logo for the Network(s) for which it is accredited.

The IP may be used in combination with the word "Network" or Scheme Category, or any part or combination of these that states the organisation or network is a properly accredited member of the Scheme.

No part of the IP may be used to give the impression, implicitly or explicitly, that a network or organisation is a Scheme Member or INCA Member where accreditation or membership is not in force or has been withdrawn.

The IP may be used in advertising and marketing collateral and websites promoting the particular Organisation and/or Network(s) of the Scheme Member.

The Licensee agrees to use the Scheme Logo in the form supplied without alteration.

The Licensee agrees to provide a copy (for physical items) or link (if online) of each usage to Licensor.

The Licensee agrees to follow any reasonable guidance issued by the Licensor for the use of the IP.

7.   Term / Life of Licence

The Licence shall commence once INCA has received back a copy of the Licence Agreement signed by an authorised signatory of the Licensee.

The Licence shall expire immediately if accreditation for the Scheme is withdrawn.

8.   Law and Jurisdiction

This Licence Agreement is subject to the law of England and Wales and the courts of England and Wales will have exclusive jurisdiction in respect of any dispute arising out of or in connection with this Licence.

9.   Termination

This Agreement will terminate if the Licensee withdraws from the Scheme.

This Agreement will terminate if INCA withdraws Scheme accreditation from the Licensee.

This Agreement may be terminated without notice on breach of any term herein.

On termination, Licensee agrees stop any usage of the IP licensed, to remove all Scheme logos and mention of the Scheme membership from their online presence, and to withdraw any physical / printed items carrying the logo or Scheme membership.

10. Notices

The address of each party hereto as set forth below shall be the appropriate address for the mailing of notices and statements, if any, hereunder. All notices shall be sent certified or registered mail and shall not be deemed received or effective unless and until actually received. Either party may change their mailing address by written notice to the other.

11. Signatures

This License is granted by INCA to the Licensee given below while the Licensee's Accreditation to the Scheme is in force.

Signed: _____ Dated: _____/_____/_____
Malcolm Corbett, CEO INCA

on behalf of the Licensor: Independent Networks Cooperative Association Ltd, *1 Riverview, The Embankment Business Park, Vale Road, Heaton Mersey, Stockport SK4 3GN*

Signed: _____ Dated: _____/_____/_____
{name and title]
on behalf of the Licensee: