Trademark License Agreement
European City of Science 2026

between

The European Association for the Advancement of Science and Technology
EUROSCIENCE
1 QUAI LEZAY-MARNESIA
67000 STRASBOURG,
FRANCE
represented by the President of EuroScience
hereinafter referred to as “EuroScience”

and

hereinafter referred to as the “Licensee”,
in the following also referred to as “Party” or “Parties”.

1. Purpose of this Agreement

1.1 This agreement (“License Agreement” in the following) grants the rights for the use of the trademark “European City of Science”, EUTM No. 018121142 (hereinafter the “Trademark”), to the Licensee to organise in [city] a year-round series of scientific events as described in Annex 1 under the Trademark of the “European City of Science [year]”.

1.2 EuroScience confirms that it holds exclusive ownership of the Trademark and will remain the owner until expiration of the term of the present Agreement, as specified in Article 3. The certification of the rights of EuroScience to the Trademark forms Annex 2 hereto.

2. Definition of Improper Use

In the present Agreement, the term “Improper Use” shall be defined as any use of the Trademark by the Licensee, whether direct or indirect, which is not in the best interest of the pursued purposes of the Trademark or in accordance with the rights and obligations set out in the License Agreement and its annexes. Improper Use may include, without limitation, the following:

- use which is deceptive, misleading or in any way detrimental to the Trademark and its reputation or to that of EuroScience;
- use which might reduce the value of the Trademark or diminish the goodwill, reputation, image or prestige associated with the Trademark or EuroScience.

3. Entry into force and duration of the License Agreement

This License Agreement shall enter into force from its last date of signature by each of the
Parties and remain in effect until 31 December [year].

4. Grant of the License

4.1 Strictly subject to the terms and conditions set forth herein, EuroScience hereby grants a License (hereinafter the "License") to the Licensee for the use of the Trademark.

4.2 The License Agreement shall only be valid in relation to the Trademark referred to herein. Accordingly, the Licensee shall not directly or indirectly use the Trademark – or authorise any third party to do so – for any goods or services other than those for which the Trademark has been registered (Nice Classification 41)

5. Ownership rights

5.1 EuroScience acknowledges that it is the sole and exclusive owner of all rights, titles and interests in and to the Trademark.

5.2 The Licensee shall not make or assert any claim of ownership of the Trademark nor dispute the rights of EuroScience as the sole owner of the Trademark.

5.3 The Licensee shall not register or attempt to register the Trademark or any imitation thereof, including without limitation any joint registration of the Trademark with other signs or symbols.

5.4 Should any rights related to the Trademark become vested in the Licensee, the Licensee agrees to assign, and hereby assign, all such rights to EuroScience free of additional consideration or cost.

6. Exclusivity

6.1 During the duration of the License Agreement, the Licensee has the exclusive right to use the Trademark.

6.2 EuroScience shall indemnify the Licensee in the full scope allowed by law, against any claims and demands ensuing from the rights of third parties to the Trademark, and in the event that such claims appear, EuroScience shall apply its utmost effort to ensure the exclusive use of the Trademark by the Licensee to the largest possible extent, within the terms and conditions of this License Agreement. This obligation does not infringe upon any further claims and rights of the Licensee against any third party to EuroScience vested by force of binding legal regulations.

7. Transfer of rights

7.1 The Licensee shall not transfer the Trademark or any of the rights or obligations related thereto under the License Agreement without the prior written consent of EuroScience. Moreover, the Licensee shall not assign, sublicense, subcontract, out-source, pledge or otherwise transfer or dispose of the Trademark or any of the rights and obligations related thereto under the License Agreement, without the prior written consent of EuroScience and
regardless of whether the third party concerned is a designated user itself or an entity wholly or partly owned or controlled by the Licensee.

8. Terms of payment

8.1 EuroScience, as the owner of the Trademark, shall receive 200 000 € (two-hundred thousand euros) as a trademark license fee from the Licensee.

8.2 The Licensee hereby agrees to the timely payment of the trademark license fee to EuroScience as set out in the payment schedule in Annex 3 of the present License Agreement.

8.3 Unless otherwise specified by EuroScience, in coordination with the Licensee, all invoices shall be paid by the Licensee to EuroScience or its authorized agents within twenty-one (21) calendar days of their receipt.

8.4 All trademark license fee payments shall be remitted in full without setoffs, deductions or withholding of any amount.

8.5 All invoices issued by EuroScience shall be established in euros (EUR). Where applicable, invoices may be converted by EuroScience in accordance with the United Nations monthly exchange rates applicable at the time of invoicing.

9. Warranties

Without prejudice to the further obligations as set out in the License Agreement and its annexes, the Licensee hereby warrants and represents that:

a) it shall comply with all local, national and municipal laws and regulations when carrying out its obligations under the License Agreement;

b) it shall not use the Trademark in any manner contrary to applicable laws or public morality, nor in such a manner as to vitiate its validity;

c) it shall not make Improper Use of the Trademark, as defined in Article 2.

10. Breach of contract and liability

10.1 The present License Agreement may be terminated by either Party for a major breach of the obligations set out in this License Agreement, by giving not less than ninety (90) days written notice to the other Party of its intention to terminate. For the purpose of this Article, a breach of this License Agreement also covers the cases in which one of the Parties manifests its intention either to withdraw from organizing the “European City of Science [year]” or to hand over the organisation to a third party. The notice shall include a detailed statement describing the nature of the breach. If the breach is capable of being remedied and is remedied within the ninety-day notice period, then the termination shall not take effect. If the breach is of such a nature that it can be fully remedied but not within the ninety-day notice period, then termination shall also not be effective if the Party involved
begins to remedy the breach within that period, and then continues diligently to remedy the breach until the latter is remedied fully. If the breach cannot be fully remedied, then the termination shall take effect at the end of the ninety-day notice period.

10.2 In the event that the Licensee breaches the License Agreement and the breach cannot be or is not remedied within 12 months prior to the start of the “European City of Science [year]” on 1 January [year], the Licensee agrees to pay 100 000 € (one hundred thousand euros) to EuroScience in compensation, and the Licensee loses its right to use the Trademark upon the lapse of the deadline specified in the notice calling upon the breach to be remedied. The Licensee is solely liable for its breach of the License Agreement and is not jointly and severally liable for a breach perpetrated by any third party.

10.3 If as a result of the existence of circumstances of a force majeure nature, including but not limited to increased epidemiological hazard resulting in serious legal or actual hindrances in organising events and meetings, or mobility of people, the Licensee will be entitled to call upon EuroScience to immediately begin negotiations for such modification of this Agreement that the objective for both Parties may be attained to the maximum possible level. In such a case, the Parties commit to holding negotiations in good faith, the object of which will be specifically such changes of the binding dates of the Agreement or its other conditions, as will be justified with the existing force majeure circumstances, and which will enable the Parties to attain the objective of this Agreement. If as a result of such negotiations, the Parties do not sign a separate memorandum of understanding in this connection, the fees provided for in this Agreement shall be reduced pro rata to the duration and scale of such circumstances.

10.4 In the event that EuroScience breaches the License Agreement and the breach cannot be or is not remedied, the remitted license fee payments shall be refunded on a pro-rata basis for the term concerned.

10.5 In the event of a breach of contract, the Licensee and EuroScience agree to collaborate on and harmonise the external communication regarding the cancellation of the use of the Trademark to ensure that the Parties are protected from any damage to their identity and reputation.

10.6 In no event shall EuroScience be liable for any consequential, incidental, indirect, punitive or special damages whatsoever, including without limitation damages related to loss of profits, business interruptions or any commercial damages or losses, loss of goodwill or anticipated savings, or claims arising out of the Licensee’s acts or omissions.

10.7 The Licensee shall indemnify EuroScience, to the full extent legally permitted, against any claims and demands arising out of the Licensee’s acts or omissions which are brought by third parties regarding misuse of the Trademark.

10.8 Nothing in this License Agreement shall restrict the liability of either Party for death or personal injury arising from its negligence or for fraud.
11. Resolution of Disputes

Every effort will be made by the Parties to resolve disputes amicably, not excluding mediation services. In the first instance, any such dispute will be referred to the legal representative of the Licensee and the President of EuroScience. If such disputes cannot be resolved in this way, they will be referred to a mutually agreed arbitration panel of three senior independent personalities connected with science and research in Europe. One such arbitrator shall be appointed by EuroScience, one arbitrator by the Licensee and the third arbitrator by the foregoing two arbitrators appointed by EuroScience and by the Licensee.

12. No Partnership/Agency

Nothing in this License Agreement shall create, or be deemed to create, a partnership or the relationship of principal and agent or employer and employee between the Parties. No Party shall hold itself out as being in any such relationship with the other Party and shall have no authority, express or implied, to act as an agent of the other Party for any purpose. The Parties agree and acknowledge that the License Agreement shall not constitute a commercial agent for the French Commercial Code and more generally for the Directive 86/653/EEC on the Coordination of the Laws of Member States of the European Union relating to Self-Employed Commercial Agents.

13. Applicable Law

This License Agreement shall be construed and governed by French Law and the Parties agree to submit to the non-exclusive jurisdiction of the French courts for all contractual and non-contractual disputes.

14. Amendments

This License Agreement and any Annexes (which are incorporated into and made a part of this License Agreement) constitute the entire Agreement between the Parties for the use of the Trademark. Any variation, modification or amendment shall be made in writing and signed by the authorised signatories for the Parties.

15. Final Provisions

15.1 Clause headings are inserted in this License Agreement for convenience only, and they shall not be considered in the interpretation of this License Agreement.

15.2 No waiver of a breach by any of the Parties, or any covenant, condition, obligation or understanding of this License Agreement shall be deemed to constitute a waiver of any other breach of the same, or any other covenant, condition, obligation or understanding; and no failure, forbearance or delay by any of the Parties in exercising any right under this License Agreement shall operate as a waiver thereof; nor shall any single or partial exercise by any of the Parties of any right preclude any further exercise thereof, or the exercise of any other right.
15.3 Should any part or provision of this License Agreement be prohibited or rendered void or unenforceable by any legislation to which it is subject, the part or provision in question shall be so prohibited or rendered void or unenforceable to the extent to which it is thus prohibited or rendered void or unenforceable, and no further; and the validity or enforceability of any other part of the License Agreement shall not thereby be affected. The Parties shall uphold the remainder of the License Agreement and shall negotiate an amendment which, as far as legally feasible, maintains the economic balance between the Parties.

15.4 The License Agreement is only binding for the Parties. Third parties cannot require implementation of the License Agreement nor be required to implement it, subject to any valid creditor’s rights. (Article 1199 of the Civil Code of France).

15.5 The Parties acknowledge French Law 2016-1691 concerning transparency, prevention of corruption and economic modernisation, and agree to abide by the statutory provisions as appropriate to their organisation.

15.6 This License Agreement shall be signed in two (2) originals in English.

AS WITNESS the hands of authorised signatories for the Parties on the date first mentioned above.

Done at: Strasbourg/

Date:

For EuroScience

For Licensee

President of EuroScience