

**AGREEMENT BETWEEN THE RUBBER BOARD  
AND  
THE EXPORTER OF NATURAL RUBBER FOR SUB-LETTING LOGO**

This Agreement made on .....day of .....2012 between the Rubber Board, a statutory body constituted under the Rubber Act, 1947 (XXIV of 1947) having its Head Office at Kottayam in the State of Kerala (hereinafter called 'The Board' which mean and include, unless repugnant to the context, its representatives, assigns and legal successors) of the one part; AND M/s.....(Address) a licensed exporter of natural rubber (hereinafter called 'the exporter' which mean and include, unless repugnant to the context, its legal heirs, administrators and assigns) of the other part. Recognizing the need to maintain the quality of Indian natural rubber under one brand name in international market, The Board has registered Indian Natural Rubber logo under the Trade Marks Act, 1999 for subletting to exporters. The Board offered to sublet the logo to exporters subject to the terms and conditions under which, the Board is permitted to use the logo under the Trade Mark Act. M/s..... is desirous of using the logo for export;

NOW THEREFORE THIS AGREEMENT WITNESTH as follows:

1. The exporter shall apply to the Board for registration and remit Rs.1000/- (One thousand rupees only) along with the application as registration fee. The exporter as registered user of the logo shall comply with all conditions laid down hereunder, or as may be amended from time to time in accordance with the conditions prescribed under the Trade Mark Act for usage of the logo.
2. The exporter shall have a valid license under the Rubber Act, 1947 to process and / or deal natural rubber and RCMC under Exim Policy.
3. The logo registration shall be for a period of one year. Registration will be renewed on export of a minimum quantity of 20 MT branded rubber during the previous year and subject to the rules laid down by the Board
4. The registration issued to an exporter is not transferable. The registered exporter shall not assign or permit anyone to use the logo granted to him. If the exporter wants to cancel the

- registration, the Board should be informed in writing the intention to cancel registration and shall surrender the registration certificate to the Board. The registration fee once remitted will not be refunded.
5. The exporter shall export only the following grades of rubber using the logo.
    - (a) Ribbed Smoked Sheet( RSS )
    - (b) Indian Standard Natural Rubber (ISNR)
    - (c) Latex Concentrates having technical specifications
  6. The exporter shall grade and export natural rubber in conformity with the specified standards of quality prescribed by the Bureau of Indian Standards for ISNR & Latex Concentrates. For RSS grades, the specifications prescribed in Green Book Standards shall be complied.
  7. The exporter shall remit logo usage charge at the rate of Rs. 0.10 per kg for RSS & ISNR and Rs.0.10 per kgdrc for latex concentrates. The Board will supply logo sticker with serial number to track the rubber exported.
  8. Exporter shall inform the `product ready status for export to the Board to facilitate inspection of rubber. The technical officers of the Board will inspect the rubber transported to bonded warehouse or in the private warehouse, for export. The technical officer will verify at least 5% of RSS bundles on a random basis to find whether the rubber conforms to the specifications. In the case of Technically Specified Rubber grades and latex concentrates, representative sample (in case of consignments packed in barrels, at least 5% of the number of barrels selected at random shall be opened for inspection) taken from the bulk, will be tested in Board's laboratory and based on the test results the rubber will be branded for export. Separate quality certificate will be issued for each container.
  9. The exporter shall pack the prescribed grades of rubber for export in the manner specified by the Board. RSS Grades shall be packed as 50 kg or 111.10 kg bundles. Block rubber shall be in 25 kg bales and Latex Concentrates shall be in barrels or in flexi tanks. RSS Grades and ISNR grades shall be packed in LDP cover. The exporters who pack Latex Concentrates in MS barrels

shall paint its inside with ammonia resistant bitumen paint. The quantity per pack can also be as agreed between the buyer and seller.

10. The RSS Grades and ISNR grades packed for export in LDP cover shall be affixed with holographic logo sticker in the manner specified by the Board (two stickers on each bale so as to seal the packet) , for latex concentrates, the holographic logo sticker shall be pasted on the lock of the barrels/flexi tanks as a seal.
11. In cases when latex concentrates is exported in flexi tanks, the inspecting officer will draw sample at the time of filling and quality certificate and logo certificate will be issued based on the test report. The exporter shall inform the Board in advance the date and time of container filling.
12. In the event of breach of conditions for use of logo or failure to perform any export obligation or violation of any international commitment or any misuse of logo by the exporter so as to bring disrepute to Indian natural rubber in international market, the Board will give the exporter notice in writing by registered post on the violations and subject to satisfaction of the breach may terminate the agreement for use of logo. Apart from this the Board will take steps for cancellation of D/P/M license and RCMC and recommend DGFT for cancellation of 1/E Code.
13. All notices and other communications between the parties hereto shall be sent to the Deputy Director, Marketing of the Board and to the person signing this agreement on behalf of the exporter, unless any change of address is duly notified by the party to the other in writing. Service of notices and communications to these addresses will be deemed as due service.
14. All interpretations of the terms of this agreement in any manner connected with the use of logo or concerning the export of natural rubber using the logo, the decision of the Chairman, Rubber Board shall be final and binding to the exporter.
15. The exporter also agrees that all information and records received as part of this agreement, shall be, regarded as strictly confidential and held in confidence, and shall not directly or indirectly disclosed to any person, except with the written permission of the Board.

16. The exporter shall supply every information requested by the Board from time to time on the export under the agreement.
17. Any officer deputed by the Board shall be permitted at any time during the period of agreement to inspect the records or data related to the export.
18. The Board will not be liable for any loss or damage suffered by any buyer or any one on account of the export.
19. Board will have all rights to extend/terminate/ alter the financial incentive schemes announced to support INR logo.
20. The agreement will be valid for a period of one year from the date of use of registration or till the expiry of logo registration.
21. The second party shall abide the Rules for granting Logo as may be amended from time to time
22. Chairman, Rubber Board will be the final authority in all decisions with regard to subletting of logo.

IN WITNESS WHEREOF, the parties hereto have affixed their signature to this agreement, which will have effect from ..... day of ..... 2012

For and on behalf of the Board	For and on behalf of the exporter
1.	1.
2.	2.