

TRADE MARK “OPENWEAR” LICENCE

With this Licence the Consortium gives You a Trade Mark Licence on the under indicated conditions. The Consortium gives You the under listed rights on condition that You agree to comply with the terms and conditions mentioned in this Licence. Using the Trade Mark You prove to accept and commit Yourself to comply with the terms of this Licence in full.

Art. 1) Definitions

To the purposes and for the effects of this Licence, the following words have the following meaning:

- a) “Consortium”, the Project EDUFASHION, with registered office in Ljubliana (Slovenia),
- b) “Immaterial rights”, the immaterial rights of mark on the Product that uses the Mark;
- c) “Label”, label in keeping with the model available at URL <http://www.openwear.org/utilities/>
- d) “Licence”, this document regarding the trade mark licence;
- e) “Logo”, the drawing reproduced in the enclosure depicting the symbol of a t-shirt formed by circles of various sizes and lines joining them;
- f) “Mark”, the Name and the Logo “Openwear”, registered: In Italy on with the number, at UIBM (Italian Office of Patents and Marks) for the commodity classes
- g) “Name” the name “Openwear”,

- h) “Product”, a garment or an accessory with the Mark realized from the codes of one of the Collaborative Collections of Openwear downloaded from www.openwear.org.
- i) “Derived work”, a Product with the Mark realized modifying the codes of the Collaborative Collections of Openwear;
- l) “You”, anyone who exercises the rights coming from this Licence and hasn’t infringed previously the terms of this Licence pertinent to the Mark, or who, in spite of a previous infringement of the same ones, has received an express authorization from the Consortium to exercise the rights coming from this Licence;
- m) “Use of the Mark”, any action consisting in: affixing the Mark on the Products or on their makings; offering the Products, putting them in trade or possessing them for these purposes, importing or exporting Products marked by the Mark itself;
- n) “Collaborative Collection”, collection of pieces of clothing and accessories made through a collaborative process organized by Openwear and published on the site www.openwear.org.
- o) “Code”: the whole of information and technical drawings of each piece of the collaborative collections contained in the document called LOOKMAP in pdf and downloaded from the site www.openwear.org.

Art. 2) Licence

The Consortium gives you a free and not exclusive licence that entitles you to use the Mark complying with the terms and conditions provided for in this Licence.

You commit yourself:

- a) to use the Mark exclusively in order to identify Products affixing on them a Label connected with the stitching Product or other permanent system of connection and the tag, in mobile format (for instance, a card attached to the Product) downloaded at the address www.openwear.org/utilities;
- b) to use the Mark, all or in part (for instance: the Name, the Logo, or part of the last one), in any form, colour, size or positioning, but always complying with the graphic form and the proportions of the Logo;
- c) to stop immediately, in the moment of stoppage of this Licence, determined by any reason, the use of the Mark.

You admit that every right on Mark, Name and Logo (of mark, firm, name or corporate name, sign, author, etc.) belongs to the Consortium and then any use of the same ones can be made exclusively complying with the conditions indicated in this Licence and by the Consortium.

The right of sub-giving the licence of the Mark to thirds is excluded expressly.

Art. 3) Conditions of Use of the Mark

- a) You must give the not exclusive and free licence of use on the Products on which you affix the Mark:
 - to anyone who carries out actions of Use of the Mark authorizing him to reproduce with the Mark the products made by You and to make and reproduce Works Derived from these ones;

- b) You must communicate to anyone who takes part in the productive process the terms of this Licence in the version enclosed;
- c) You commit yourself to use the Mark on pieces of clothing and accessories only;
- d) You commit yourself to not use the Mark on furs;
- e) You commit yourself to not use the Mark, or part of the same one, in your firm or corporate name;
- f) You commit yourself to not register and/or use either directly or vicariously another equal, similar or confusable with the same one, Mark.

Art. 4) Conditions of use of the Mark on the homemade Products

You can use the Mark on Products made from the Collaborative Collections of Openwear, with homemade processing if You are part of the Community accessible on the site www.openwear.org on condition that:

- a) You open a profile on the site www.openwear.org and publish at least a photo of the Products on which You affix the Mark,
- b) You publish on the site www.openwear.org all necessary information for the reproduction of the Derived Products on which You affix the Mark. These models and projects will have to be licensed according to what is provided for in the previous art. 3 lett. a) (freedom of reproducing the Products and of making Derived Works).

Art. 5) Conditions of Use on industrial products

You can use the Mark on industrial Products (with serial production) upon signed agreement (contact us info@openwear.org) on condition that:

- a) You publish on a profile of the site www.openwear.org a photo of the Products on which You affix the Mark,
- b) You publish on the site www.openwear.org all necessary information for the reproduction of the Derived Products on which You affix the Mark. These models and projects will have to be licensed according to what is provided for in the previous art. 3 lett. a) (freedom of reproducing the Products and of making Derived Works),
- c) Your working organization, and also that of all companies controlled by you and linked with You, has to meet the obligations provided for by the enforceable national provisions and also the best standards provided for by the international rules in protection of the workers among which, by way of example only, we mention:
 - Convention O.I.L. of 26.06.1973 No 138 and Convention O.I.L. of 17.06.1999 No 182 (Convention on the minimum age of access to the work)
 - Convention U.N.O. of 20.11.1989 (Convention on the rights of the children)
 - Convention O.I.L. of 29.06.1951 No. 100, Convention U.N.O. of 18.12.1979, Directive EEC of 10.02.1975 No 117, Directive EEC of 09.02.1976 No 207 (Equal protection of the Woman),

- Directive EEC of 03.06.1996 No 34 (Differentiated protection of the Woman: working mothers)
 - Directive EEC of 12.03.2001 No 23 (Discipline in the matter of relocation of firm: protection of the credits of work and of employment)
 - Directive EEC of 23.11.1993 No 104 (Safety and health of the workers)
 - Convention O.I.L. on trade union freedom 09.07.1948 No 87 and Convention 01.07.1949 No 98
 - Directive on the parental leaves of absence 03.06.1996 No 34
 - Directive on the dismissals 20.07.1998 No 59.
- d) Your working organization, and also that of all companies controlled by you and linked with You, manages the activity with the aim of reducing the emissions in the atmosphere, the draining of effluents and the noise, of optimizing the consumption of energy, water and of the matters coming from not renewable sources, of fostering the waste separation and recycling.

Art. 6) Cancellation

If You'll be defaulter to one of the conditions provided for in these articles the Licence will be cancelled lawfully and the rights assigned by the same one will stop automatically, without need of any communication in this meaning from the Consortium.

In all cases, the cancellation of this Licence will not compromise the rights acquired by the third parties who have reproduced the Products made by You or who have made or reproduced Derived Works from the same ones, on condition that the third parties continue observing in full the licences in which they are part.

Articles 1, 2 last paragraph, 6, 8, 9, 10, 11, 13, 14 and 15 remain valid also in the case of cancellation of this Licence, also if dependent on the fulfilling of the condition of cancellation.

Art. 7) Term

This Licence comes into effect from the moment in which You use the Mark in a legitimate way and remains in force for the whole period in which You continue using the Mark in a legitimate way except what is provided for subsequently.

Art. 8) Protection of the Mark and of the Licence

You commit yourself to inform promptly the Consortium on any possible Use of the Mark in violation of this Licence or of any use of mark similar to the Mark, also through the site www.openwear.org. The Consortium will decide, at its discretion, if and how to act in protection of the Mark. In all cases You give up from now on any action towards the Consortium in the case that the same one decides to not act in protection of the Mark.

Art. 9) Sanctions

The Consortium notifies in writing, also by e-mail, the infringement of this Licence.

In this case You'll have 20 (twenty) days from the receipt of the communication to answer. The Consortium can publish on URL <http://www.openwear.org/violations> the list of the subjects who make acts of Use of the Mark in violation of the Licence indicating the nature of the violation. Being valid the cancellation of the Licence according to art. 6 and the sanction above indicated, the Consortium will consider the opportunity of acting judicially for its interests in front of the pertinent jurisdictional authorities for the compensation of all material and immaterial damages, that can be derived to the Consortium from the unlawful use of the Mark.

Art. 10) Cessation of the Licence

In case of cessation of the effects of the Licence You'll have to give back to the Consortium, without any right to any indemnification.

Art. 11) Surveillance on the use of the Mark

The Consortium exercises the power of surveillance on the Use of the Mark to verify the compliance of the Use of the Mark with the provisions of this Licence. For these reasons the Consortium will be able to ask you for the authorization to verifications in the premises at the seat or any other unit, that will have to arrive within 15 days from the request. The verifications entail the access to your premises, on condition that they happen during the working time. During the verification the persons in charge of the Consortium will verify if You comply with the provisions of this Licence.

Art. 12) Modifications

You accept from now the modifications that in the period of validity of this Licence should have to be made by the Consortium for the best management and protection of the Mark. The modifications will be communicated to you by e-mail and/or by publishing on URL <http://www.openwear.org> of a new version of the Licence and will be valid after 20 days from the communication.

Art. 13) Statements, Warranties and Exemption from responsibilities

EXCEPTING THE LIMITS PROVIDED FOR BY THE ENFORCEABLE LAW AND IF IT ISN'T EXPRESSLY AGREED IN WRITING BETWEEN THE PARTIES, the Consortium OFFERS THE MARK IN LICENCE "AS WELL AS IT IS" AND DOESN'T GIVE ANY STATEMENT OR WARRANTY OF ANY KIND AS TO THE MARK, BOTH EXPLICIT OR IMPLICIT, OF LAWFUL SOURCE OR OF ANY OTHER KIND, BEING THEN EXCLUDED, AMONG THE OTHER ONES, THE WARRANTIES PERTINENT TO THE TITLE, THE MARKETING, THE FITNESS FOR A SPECIFIC AIM AND TO THE NON INFRINGEMENT OF RIGHTS OF THIRD PARTIES OR TO ABSENCE OF LATENT FAULTS OR OF OTHER KIND, TO THE ACCURACY OR TO THE PRESENCE OF MISTAKES, VERIFIABLE OR NOT. SOME JURISDICTIONS DON'T PERMIT THE EXCLUSION OF IMPLICIT WARRANTIES AND THIS EXCLUSION CANT BE ENFORCEABLE TO YOU.

Art. 14) Limitation of Responsibility

EXCEPTING THE LIMITS PROVIDED FOR BY THE ENFORCEABLE LAW, the Consortium WILL NOT BE IN ANY CASE RESPONSIBLE TOWARDS YOU FOR ANY REASON FOR ANY KIND OF DAMAGE, SPECIAL, ACCIDENTAL, AS

CONSEQUENCE, PUNITIVE OR EXEMPLARY, COMING FROM THIS LICENCE OR FROM THE USE OF THE MARK, ALSO IN THE CASE THAT YOU HAVE BEEN ACQUAINTED WITH THE POSSIBILITY OF THESE DAMAGES. ANY CLAUSE OF THIS LICENCE DOESN'T EXCLUDE OR LIMIT THE RESPONSIBILITY IN THE CASE THAT THIS ONE DEPENDS ON MALICE OR HEAVY FAULT.

Art. 15) Various

The enclosures are an integral and substantial part of this Licence.

This Licence revokes and replaces any other possible agreement, both written or oral, previously made between the parties and having as subject the matter indicated in this Licence.

The fact that the Consortium doesn't require or doesn't control that You follow peremptorily and in all moments the provisions.

Any modification of this Licence will be valid only if made in writing and made public in the ways indicated in the previous article 12.

Art. 17) Endurance

The possible endurance from the Consortium to behaviours kept by the other party in violation of the provisions contained in this agreement doesn't constitute abdication either to the rights coming from the provisions violated or to the right of requiring the exact fulfilment of all the terms and conditions here foreseen.

Art. 18) Place of jurisdiction and Law enforceable

Every dispute regarding the validity, the efficaciousness, the interpretation, the carrying out of this agreement and of every other action and/or fact depending on it, or linked to the same one, connected or in any way related to the same one, will be submitted in exclusive way to the cognizance of the Italian Judicial Authority with competence in exclusive way of Milan Courts.