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# UNIUNEA NAȚIONALĂ A BAROURILOR DIN ROMÂNIA

NATIONAL ASSOCIATION OF THE ROMANIAN BARS

UNION NATIONALE DES BARREAUX DE ROUMANIE

Bucureşti, Sector 5 Splaiul Independenţei nr. 5, Tel: 313-4875; 316-0739; Fax: (401) 313-4880; unbr@unbr.ro www.unbr.ro

Nr. 1777/3.10.2011

Mr. Jonathan Goldsmith Secretary General CCBE Avenue de la Joyeuse Entrée 1-5 – 1040 BRUXELLES

Regarding the introduction of the CCBE Identity Card for all Romanian lawyers, I hereby have the honour to return to you the two signed copies of the Licensing Agreement between the CCBE and the NARB.

Sincerely Yours,

Constantin Parascho

**Secretary General** 



## LICENSING AGREEMENT

### BETWEEN:

The « CCBE », Conseil des Barreaux européens, Council of Bars and Law Societies of Europe, an international association, organized under Belgian law, having its seat at Avenue de la Joyeuse Entrée 1-5, B-1040 Brussels, Belgium

hereunder "CCBE"

represented by Jonathan Goldsmith, Secretary-General

#### AND:

The « NARB », National Association of Romanian Bars, organized under Romanian law, having its seat at Splaiul Independenței no. 5, District 5, Bucharest, Romania

hereunder "Licensee"

represented by Gheorghe Florea, President

IT IS AGREED AS FOLLOWS:

#### Article 1 - Object of the Agreement

CCBE is the holder of the author and design rights relating to the CCBE identity card.

On the terms and conditions of this Agreement, CCBE hereby grants to the Licensee and the Licensee hereby accepts the exclusive right to produce the standard CCBE identity card with the addition of its own logo and to distribute it to the lawyers from its Bar.

# Article 2 - Licensed Product

The License covers the CCBE identity card of which a standard form is herewith-attached. The standard form can only be altered with the prior authorization of the CCBE which will authorize only minor changes.

# Article 3 - Terms and conditions of exclusivity

3.1. The exclusivity granted to the Licensee is limited to the manufacture and distribution of the standard CCBE identity card with the addition of the Licensee's own logo as well as to the authorization given to the lawyers from its Bar to use the card.

The Licensee will take all steps to ensure that there are all possible means of security to protect the card from falling into the hands of third parties and not endangering the reputation of the CCBE.

- 3.2. The Licensee acknowledges that the CCBE may enter into similar license agreements with any and all national Bars members of the CCBE. Each Licensee entering into such an agreement with CCBE will be authorized to use the standard CCBE identity card. Each Licensee will be authorized to include its own logo on the CCBE identity card.
- 3.3. The Licensee, when producing the identity card, should follow a numbering sequence. The numbering sequence will involve a four-digit prefix, after which the Licensee is free to decide on subsequent numbers and letters. This numbering sequence will be included on each identity card produced by the Licensee. The Licensee must obtain the four-digit prefix from the CCBE.
- 3.4. Regarding the duration of the validity of the identity card, the CCBE recommends that the period of validity of the identity card should be between 3 and 5 years. The CCBE requires that the period of validity of the identity card does not exceed 5 years.
- 3.5. It is a condition of the Licensing Agreement that the CCBE logo and accompanying words appears on the identity card. It is also a condition that the blue background, golden stars, and the CCBE website address appear on the card.

Article 4 - Territory

The territory of the License is (for example – Italy).

However, the Licensee is authorized to distribute the card abroad to (for example – Italian) lawyers admitted to the (for example – Italian Bar) and residing abroad.

## Article 5 - Royalty rates and payment

The Licensee shall pay annually to the CCBE a royalty equal to one euro for each card distributed to a Romania lawyer. This royalty of one euro for each card produced is a one-off payment that is not repeated until the period of validity of the card has expired and the card is subsequently renewed. The amount of such royalty may be reviewed, by mutual agreement.

By the 15<sup>th</sup> day following the end of each contractual year, the Licensee shall furnish to the CCBE a list of Romania lawyers residing either in Romania and/or abroad who have received a CCBE identity card.

The calculation of the royalties shall be made and invoiced by the CCBE on that basis. Payment will be made to the CCBE within 30 days as of the date of the invoice.

# Article 6 - Term

This Agreement will enter into force on the day of its signature by the Parties. The Agreement will continue in force unless terminated by either Party giving three months notice to the other Party.

# Article 7 - Applicable law and competent jurisdictions

This Agreement shall be implemented and construed according to Belgian law.

The Civil Courts of Brussels will have exclusive jurisdiction with respect to the performance and interpretation of this Agreement.

CCBE

Jonathan Goldsmith Secretary-General NARB

Gheorghe Florea President