

# Agreement for Use of the Brand Name

**AnthroMed®**

by members of the professional association **ATHENA** between

**AnthroMed gemeinnützige GmbH**

- listed in the trade register of Berlin-Charlottenburg district court under HRB 104867 B -, Kladower Damm 221, 14089 Berlin, Germany represented by its director Dr. Roland Bersdorf,  
- hereinafter abbreviated as “the society” or “licenser” -

in turn represented by the professional association **ATHENA Association for Therapeutic Eurythmy in North America** -hereinafter abbreviated as “ATHENA”

- listed with a Business Certificate from Columbia County, New York district court under the file number 2005007882, book 00540, page 1845

and with the Employer Identification Number (EIN) 90-0761181, Form SS-4, number of notice: CP 575 F issued by Department of the Treasury, Internal Revenue Service, Ogden, Utah, 84201-0023

represented by the board of executives ,  
- hereinafter abbreviated as “professional association” –

and

the eurythmy therapist (NAME) .....

- hereinafter abbreviated as “the licensee”

**Preamble**

The licenser is a limited company (gGmbH), registered at Berlin-Charlottenburg district court under HRB 104867 B, whose associates are currently nine clinics enjoying anthroposophic sponsorship. The society has intellectual property rights to the word and graphic brand name **AnthroMed** registered at the Swiss Federal Institute of Intellectual Property under no. 566904.

The society will make the brand name available as *quality label* to institutions and professionals who guarantee to maintain the required quality criteria of anthroposophic medicine and healing. **AnthroMed** gGmbH has recognized that the full members of the professional association **ATHENA** fulfil the desired quality criteria based on the current statutes, guidelines and professional code of conduct, and in particular through their recognized course of training, and further training to be undertaken.

With the agreement of September 24. 2010, AnthroMed gGmbH has therefore empowered and authorized the professional association **ATHENA** to accord its full members the right to use the word and graphic brand name *AnthroMed*® for the duration of the agreement.

To this end, the following agreement is concluded.

## **1. License, duration of license, and transferability of rights**

- 1.1 The licensor hereby transfers to the licensee the right, for the duration of this agreement, to use the word and graphic brand name *AnthroMed*® along with the supplementary formulation “EURYTHMY THERAPY” in the design and spelling known to the parties to the agreement.
- 1.2 This right exists with conclusion of this agreement, and for the duration of this agreement, but no longer than for the duration of full membership of the professional association **ATHENA** and for the duration of the professional association’s valid agreement with *AnthroMed* gGmbH.
- 1.3 The licensee may use the word and graphic brand name on letter paper and visiting cards, in prospectuses and brochures, electronic portals (website) and in the context of similar, identity-defining measures within the association members’ professional field.
- 1.4 The licensee is aware that rights of use of the brand name will also be transferred to other institutions and professionals. The licensee has no right to cede to third parties the rights transferred to her.

## **2. Quality requirements**

The licensee undertakes to observe and adhere to the quality criteria enshrined in the professional association’s statutes, guidelines and professional code of conduct.

## **3. Payment**

The annual fee is currently € 5 (five euros).

This fee falls due at the beginning of each year and is to be paid to an account of the professional association. The latter will pass on the annual fee to *AnthroMed* gGmbH subject to deduction of the agreed processing fee.

The full license fee is to be paid for part-years of usage.

**4. Termination**

The contractual relationship is of unlimited duration. Any party to the agreement can issue notice of termination in writing subject to a notice period of three months up to the end of any calendar month. Contributions already paid are not refundable. Until such time as AnthroMed revokes this right, the professional association is entitled and authorized to give and receive notice.

**5. Cessation**

Once the notice comes into effect, the licensee must, at his/her own cost, remove all designations and distinguishing marks that are connected with the word and graphic brand name AnthroMed®. S/he undertakes to refrain from further use of the brand name from the date the agreement ceases to be valid.

**6. Concluding terms**

- 6.1 Should any clause of this agreement be or become invalid, this will not affect the validity of the other clauses. Invalid clauses are to be replaced by valid ones which approximate as closely as possible to the inoperative clause.
- 6.2 The agreement corresponds to the current understanding of the parties, and in the course of collaboration should be concretized and further developed.
- 6.3 Changes and additions to this agreement must be in writing.

Town/country, ..... , dated

**Professional association ATHENA**

Executive board:

Member:

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