



## The European Suzuki Association Limited

### SUZUKI NAME AGREEMENT SUB-LICENSE

This Agreement is between the [European Suzuki Association Limited](#), a Regional Association member of ISA, hereinafter “Sub-Licenser”, having offices at [Gross Klein Wood, 26B, Tesla Court, Innovation Way, Peterborough, PE2 6FL England, United Kingdom](#) and **NATIONAL SUZUKI ASSOCIATION (NSA)** whose address is **NSA ADDRESS** (hereinafter “Sub-Licensee”).

1. The International Suzuki Association (“ISA”), a not for profit corporation of Texas, whose address is 300 Green Bay Road, Winnetka, IL 60093 has been designated by Dr. Shinichi Suzuki and Waltraud Suzuki (hereinafter jointly referred to as “Suzuki”) as the organization which is to carry on Dr. Suzuki’s philosophy, standards, and goals for the education of children and parents using his “Suzuki Method”™ instructional techniques and program. Suzuki has accordingly formally transferred to the ISA the exclusive ownership and use rights in Dr. Suzuki’s name, Rights of Publicity, and the marks “Suzuki”, “Suzuki Method” and other terms in every country of the world in connection with goods, products and services, and particularly in connection with these activities whose purpose is to unite people professionally engaged or otherwise interested in teaching under the philosophy and methodology developed by Dr. Suzuki for the

purpose of offering educational instruction in music, math, language, physics and other educational subjects and to formulate and maintain the high standards of educational instruction created and maintained by Dr. Suzuki.

2. The Sub-Licensee has cooperated for many years with Dr. Suzuki, the ISA and the [European Suzuki Association Limited](#) in the past and/or wishes to cooperate with the ISA as a “Country Member” of the [European Suzuki Association Limited](#) in the common goal of benefiting children throughout the world and operate as an extension for the teachings of Dr. Suzuki, with ISA’s consent and approval, throughout **NSA COUNTRY**, while maintaining Dr. Suzuki’s philosophy, program and standards of education.

3. The ISA has granted the Sub-Licensors the right and license to use the name and mark “Suzuki” (and others marks) pursuant to a Suzuki Name Agreement dated [15 October 2014](#) between ISA and Sub-Licensors [European Suzuki Association Limited](#) and to sub-license the name and mark to “Country Members” of the regional association.

4. The Sub-Licensee represents that it has adopted on **NSA JOIN DATE**, a resolution defining the goals and purposes of the Sub-Licensee to further the philosophical and educational ideals of Shinichi Suzuki, to promote study and research for the advancement of education, to encourage the growth of understanding of Dr. Suzuki’s ideas within its membership, to stimulate an interest in his ideas in the general public and to further the education of all children in **NSA COUNTRY** in all subject areas by using Dr. Suzuki’s educational philosophy; such goals and purposes are also reflected in the ISA’s Policies for Regional Associations, in Sub-Licensors’ own By-Laws and/or Policies required, under the ISA’s Policies

for Regional Associations, and by ISA's Policy that Regional Associations be democratically structured and function democratically, all of which Sub-Licensee **NATIONAL SUZUKI ASSOCIATION** hereby agrees to comply with.

5. In recognition of the desires of Dr. Suzuki to ensure the maintenance of the standards of quality of education which he has established and in recognition of his desire that the International Suzuki Association be responsible for the maintenance of such standards in the future, the Sub-Licensors grants to, and the Sub-Licensee accepts, the exclusive right and sub-license except where those rights are retained by the ISA and the Sub-Licensors, to use the name and mark "Suzuki" in Sub-Licensee's name **NATIONAL SUZUKI ASSOCIATION** for the country association whose purpose is to unite those professionals engaged or otherwise interested in teaching under the philosophy and methodology developed by Shinichi Suzuki for the purpose of offering educational instruction in music, math, language, physics and other educational subjects. This grant of the right to use the name and mark "Suzuki" extends to the right to use the name in connection with informational publications of the Sub-Licensee. This grant shall continue for as long as Sub-Licensee operates according to the goals and purposes set forth in its resolution identified above in Paragraph 4, but only for so long as Sub-Licensors retains its license from ISA. This license does not extend to use of the mark Suzuki on any products or goods.

6. The grant and sub-license provided under this document extends throughout the country of **NSA COUNTRY**. The grant and sub-license provided hereunder includes the right to issue membership certificates in **NATIONAL SUZUKI ASSOCIATION** to individual teachers, students and other categories of members according to the standards determined by Sub-

Licensee, provided such standards are in accordance with the approved goals and purposes of Sub-Licensee as set forth in Paragraph 4 above and in accordance with the standards of Sub-Licensors and ISA. In the event of a conflict between the standards determined by the Sub-Licensee and those of the Sub-Licensors and /or ISA those of the Sub-Licensors and/or ISA shall control.

7. This grant and sub-license are royalty-free, but ISA and/or Sub-Licensors may require annual dues from Sub-Licensee's members.

8. The Sub-Licensee recognizes the great value of the goodwill associated with the name "Suzuki" and associated names and marks that include the name "Suzuki," and acknowledges that the name and mark "Suzuki" and all such rights belong exclusively to ISA.

9. Sub-Licensors, under the licensed authority of the ISA, expressly approve of the existing Sub-Licensee organization and philosophy, as expressed in Sub-Licensee's resolution, as set forth in Paragraph 4 above, its teaching methods and other current services provided by Sub-Licensee.

10. Sub-Licensee agrees that, where possible, its uses of the name "Suzuki" will be identified as a trademark or service mark of ISA according to the particular circumstances of use. The Sub-Licensee may authorize its members to designate themselves as members of the **NATIONAL SUZUKI ASSOCIATION** or "certified members of the **NATIONAL SUZUKI ASSOCIATION**" or the like.

11. Sub-Licensee acknowledges that all rights in the name and mark “Suzuki” are reserved to ISA and Sub-Licensee does not acquire under this Agreement any rights in the name or mark “Suzuki” as a result of this Agreement other than the specific license granted herein and further agrees that all use of the name and mark shall enure to the benefit of ISA and shall be assigned to ISA.

12. The Sub-Licensee may not assign or sub-license any of the rights which are granted under this Agreement without the written consent of ISA’s Board of Directors.

13. Sub-Licensee agrees that as a country member of the [European Suzuki Association Limited](#) and pursuant to its obligations under this Agreement Sub-Licensee shall be subject to and abide by the requirements of ISA’s and Sub-Licensors’ By-Laws and Policies as they may be revised from time to time and Sub-Licensee shall adopt similar By-Laws and Policies.

14. This Agreement may be terminated at any time by ISA or by Sub-Licensors, with the consent of ISA’s Board of Directors, in their sole discretion, upon the discontinuance or dissolution of Sub-Licensee, upon failure of Sub-Licensee to operate in accordance with its approved goals and purposes as set forth above in Paragraph 4, upon failure to comply with this Agreement or ISA’s or Sub-Licensors’ By-Laws and/or Policies as they exist upon execution hereof or as subsequently amended or revised by the ISA Board of Directors or the Board of Directors of Sub-Licensors, or upon the termination of the Name License Agreement between ISA and Sub-Licensors.

15. By signing this agreement the ISA, Sub-Licensors and Sub-Licensee agree by mutual consent that this Sub-License Name Agreement supercedes any previous agreements.”

**Please note**

*All Regional Associations signed a new "Name agreement" with the ISA on October 15, 2014. By signing that agreement, all previously issued "Name Agreement Sublicenses" were terminated. All country associations must execute a new "Name Agreement Sublicense" to continue the use of the Suzuki Name.*

TEMPLATE

The Agreement shall be interpreted according to the laws of the State of New York, United States of America.

(Sub Licensor)

EUROPEAN SUZUKI ASSOCIATION LIMITED

Signed

Name: \_\_\_\_\_

Title: \_\_\_\_\_

Date: \_\_\_\_\_

(Sub Licensee)

NATIONAL SUZUKI ASSOCIATION

Signed

Name: \_\_\_\_\_

Title: \_\_\_\_\_

Date: \_\_\_\_\_

INTERNATIONAL SUZUKI ASSOCIATION

Signed

Name: \_\_\_\_\_

Title: \_\_\_\_\_

Date: \_\_\_\_\_