

**Ref no:-**

**Date:-**

**APPLICATION FORM: GEOGRAPHICAL INDICATION**

**1) INTRODUCTION**

Geographical Indications are goods of agricultural, natural or manufacturing which originate from a definite territory and have special qualities, characteristics and reputation.

Examples of Geographical Indications are

- Nashik Grapes
- Mahabaleshwar strawberry
- Gir Kesar Mango of Gujarat
- Kashmir Pashmina

IPFACE launches its new service for Geographical Indication after successfully filing its first GI application on Devgad Alphonso mango.

**2) APPLICANT INFORMATION**

1.1	Applicant full name	
1.2	Nature of entity	
1.3	Affiliation/ profession	
1.4	Full postal address for correspondence	
1.5	Phone	
1.6	Fax	
1.7	Email	

**3) ENTITY/ BUSINESS INFORMATION**

2.1	Name of entity (Regd. or proposed)	
2.2	Company/Sole membership/Partnership/other (please specify)	
2.3	Alternative correspondence address (if different from above address of applicant)	
2.4	Website	
2.5	Nature of business	

#### 4) SERVICE NAME AND PRICING

Service Code	Title	Includes	Fees Rs.
GI 01	<b>Geographical Indication &gt;</b> Drafting and filing	<ul style="list-style-type: none"> <li>• Gathering Information for GI application</li> <li>• Drafting</li> <li>• Filing at Chennai Office</li> </ul>	Base service fee 64,000  <ul style="list-style-type: none"> <li>• Government fee separate</li> <li>• Travel cost to be covered on actual</li> </ul>

#### 5) GEOGRAPHICAL INDICATION APPLICATION FILING: INDICATIVE BUDGET

	Cost head	Basis	Estimated Amount (Rs)
<b>Service Charges</b>	Time of IP professional for 4 months period	15,000	64,000
	Travel to Chennai to file application	4,000	
<b>Government filing fees</b>	Official filing fees	5,000	6,000
	Attestation, affidavits and others	1,000	
<b>Travelling cost to GI location to be covered on actual</b>	Travelling and lodging charges of 2 travelling associates for 4 trips	10,000	50,000
	Food and other costs for 2 travelling associates for 2 days on 4 trips	2,500	
<b>Total</b>			<b>1,20,000</b>

## 6) TERMS

- a. Applicant shall not (intentionally or otherwise) do anything to suggest that the IP FACE, NCL, IP FACE, Venture Center (VC) or MoSME Government of India as being party to the venture/activity for which IP FACE's advisory services were engaged.
- b. Applicant shall not hold IP FACE/Venture Center/NCL/MoSME responsible for any liabilities directly or indirectly related to IP FACE's advisory services, including any referrals provided by the IP FACE. Applicant acknowledges that IP FACE has no control whatsoever over the activities of any of the parties to which it provides referrals to, and thus shall not be held responsible for any issues, costs, damages, liabilities, etc. related to Applicant's engagement with those parties.
- c. Applicant shall defend indemnify and hold harmless IP FACE its members, directors, officers, employees, agents contractors and authorized representatives from all costs expenses including attorney's fees liabilities, obligations, damages and claims including any claims related to free and paid advisory services offered by the IP FACE.
- d. IP FACE does not offer any guarantees related to the effectiveness of its advisory services including, but not limited to, intellectual property analysis & protection. Applicant understands and accepts that IP FACE will offer its advisory services on a 'best effort' basis without any guarantees on the outcome of such advisory services.
- e. IP FACE does not guarantee any fund raising or financing from any source for prosecution of any patents or for prosecution for registration of other forms of IP.
- f. IP FACE will keep a record of the activities undertaken as part of an advisory engagement. These activities may include face-to-face meetings with the Applicant and/or analysis conducted by IP FACE staff without the Applicant's presence. In all cases, IP FACE will be the sole and final authority as to the duration (number of hours) spent on the paid advisory services.
- g. IP FACE retains the right to cancel existing paid advisory engagements with the Applicant at its sole discretion. In this case, the maximum refund liability for the IP FACE will be limited to the un-used amount paid by the Applicant for the cancelled advisory services.
- h. IP FACE may revise rates charged for advisory services at any point in time, at its sole discretion. This will not affect existing, signed advisory agreements, but will affect any future advisory engagements between the Applicant and IP FACE.
- i. IP FACE may engage third-party consultants or advisors as part of an advisory service agreement at its sole discretion. The costs of those will be borne by IP FACE alone.
- j. The terms and conditions of this agreement may be amended only by mutual consent and exchange of written letters and the amendments shall be applicable from the date of such amendments unless agreed to contrary.
- k. The parties shall endeavour to resolve any dispute relating to the advisory services offered by IP FACE firstly by mutual discussion and in the event of any persistent disagreement; the same shall be referred to for arbitration to arbitrator(s) to be appointed by IP FACE. The arbitration will be conducted by such arbitrator(s) in accordance with the provisions of Arbitration and Conciliation Act-1996.
- l. This Agreement and the parties' rights and obligations under it shall be governed by and interpreted in accordance with the laws of India. The jurisdiction will be courts of Mumbai.



**7) PAYMENT TERMS**

- a. The payment is to be made 50% in advance and 50% at the time of filing GI application
- b. Payment is acceptable by DD or cheque payable in Pune or at par in the name of “**Entrepreneurship Development Center**”. Fees charged by the Government /statutory fees are not included in service cost and are to be borne separately by the applicant.

**Note:**

- 1. Rs. 1 Lakh Government Cost reimbursement Scheme for Geographical Indications: Ministry of Micro small and medium enterprise (MoMSME) schemes provides reimbursement of upto Rs 1 Lakh on Registered Geographical Indication applications. For application form and other details refer to <http://www.ipface.org/schemes.php>
- 2. Service tax and other taxes applicable at the prevailing rate shall in addition to the above.

Applicant has read and understood all of the above terms and conditions pertaining to the Geographical Indication drafting and filing services offered by IP FACE, and agrees to abide by the same.

For and on behalf of  
(Name of the company)

(Name of the Authorized Signatory)

Designation

Date