TRADEMARK LICENCE AGREEMENT

Between

the **UNIVERSAL POSTAL UNION**, an intergovernmental organization and a specialized agency of the United Nations represented by the Director General of its International Bureau, and having its headquarters at Weltpoststrasse 4, 3015 Berne, Switzerland (hereinafter the **"UPU"**);

and

[DESIGNATED OPERATOR], a designated operator of [MEMBER COUNTRY NAME] represented by its [LEGAL REPRESENTATIVE] and with registered address at [ADDRESS] (hereinafter the **"Licensee"**).

The UPU and the Licensee may also be individually referred to as "Party", or collectively as "Parties".

The Parties hereby agree to this trademark licence agreement and its annexes (hereinafter collectively the "Licence Agreement") as follows:

1 SCOPE OF THE LICENCE

This Licence Agreement refers to the licensing of the international trademark registered by the UPU under No. 1232715 and further detailed in Annex 2 (hereinafter the "Trademark").

2 ENTRY INTO FORCE, DURATION AND GEOGRAPHICAL EXTENT

2.1 This Agreement shall enter into force from its last date of signature by both Parties as indicated below and stay in effect for the duration indicated in article 12 of Annex 1.

2.2 The Licence shall be granted for the territory of [MEMBER COUNTRY NAME].

3 ANNEXES

3.1 This Licence Agreement shall comprise the following annexes:

☑	Annex 1	General Terms and Conditions ("GTC")
☑	Annex 2	Trademark Regulation on Use
☑	Annex 3	Trademark Visual Identity Requirements
☑	Annex 4	Schedule of Charges
☑	Annex 5	Additional Quality of Service Conditions for Use of the Trademark

3.2 The annexes referred to herein shall constitute an integral part of this Licence Agreement. In case of any conflict or inconsistency between the main text of this Licence Agreement and its annexes, the provisions of the main text of this Licence Agreement (including any amendments thereto) shall prevail. In case of conflict or inconsistency between the annexes, the priority of interpretation shall follow the order defined above (as an example, if there is a contradiction between Annex 1 and Annex 2, Annex 1 shall prevail).

3.3 Pursuant to article 3.3.1 of the Rules of Procedure of the UPU's Postal Payment Services User Group, the Parties acknowledge that designated operators of UPU member countries which are members of the aforementioned group (and which have not been suspended by the said group) are not subject to the licence fees set out in Annex 4 as referred to in article 3.1 above. In the light of the foregoing, the Parties hereby agree that, **if and for so long as the Licensee is a non-suspended member of the Postal Payment Services User Group,** the Licensee shall not be required to pay such licence fees for the duration of this Licence Agreement.

4 SPECIAL CONDITIONS

None.

5 NOTICES

Notices under this Licence Agreement other than operational communications shall be sent in accordance with the specifications contained in Annex 1 through the following contact details:

For the UPU:	**For the Licensee:**
UNIVERSAL POSTAL UNION International Bureau Postal Technology Centre Directorate Weltpoststrasse 4 3015 BERNE SWITZERLAND Fax: +41 31 352 43 23	[LICENSEE CONTACT INFORMATION]

In witness whereof, the Parties have concluded the present Licence Agreement in two originals in the English language and appended their signatures thereto.

On behalf of the UPU:	**On behalf of the Licensee:**
Mr. Masahiko Metoki **Director General**	
Place and date:	Place and date:
_____	_____

GENERAL TERMS AND CONDITIONS APPLICABLE TO THE LICENSING OF THE INTERNATIONAL TRADEMARK REGISTERED UNDER NO. 1232715

1 PREAMBLE

The international trademark registered by the Universal Postal Union (hereinafter the "UPU") under No. 1232715 (hereinafter the "Trademark") is a collective trademark. In this regard, the terms and conditions set out in the Licence Agreement shall be read in conjunction with the Regulation on Use of the Trademark presented in Annex 2 to the Licence Agreement, which defines the eligibility and other relevant conditions for use of the Trademark by designated operators of UPU member countries.

2 DEFINITIONS

The following capitalized terms used in this Annex shall have the meanings defined below:

– IMPROPER USE – Any use of the Trademark by the Licensee, whether direct or indirect, which at the sole discretion of the UPU is not in the best interest of the pursued purposes of the Trademark or in accordance with the rights and obligations set out in the Licence Agreement and its annexes. Improper Use may include without limitation the following scenarios:

- Use which is deceptive, misleading or in any way detrimental to the Trademark and its reputation or that of the UPU;
- Use which might reduce the value of the Trademark or diminish the goodwill, reputation, image or prestige associated with the Trademark or the UPU.

3 GRANT OF LICENCE

3.1 Strictly subject to the terms and conditions set forth herein, the UPU hereby grants a Licence (hereinafter the "Licence") to the Licensee for use of the Trademark.

3.2 The Licence Agreement shall only be valid in relation to the Trademark referred to therein. Accordingly, the Licensee shall not directly or indirectly use the Trademark – or authorize any other third party to do so – for any goods or services other than those for which the Trademark has been registered in the relevant territory as further defined in article 6 of this Annex.

4 OWNERSHIP RIGHTS

4.1 The Licensee acknowledges that the UPU is the sole and exclusive owner of all rights, titles and interests in and to the Trademark.

4.2 The Licensee shall not make or assert any claim of ownership of the Trademark nor dispute the rights of the UPU as sole owner of the Trademark.

4.3 The Licensee shall not register or attempt to register the Trademark or any imitation thereof, including without limitation any joint registration of the Trademark with other signs.

4.4 The Licensee hereby acknowledges the value and goodwill associated with the Trademark and the exclusive ownership thereof by the UPU.

4.5 Should any rights related to the Trademark become vested in the Licensee, it agrees to assign, and hereby assigns, all such rights to the UPU free of additional consideration or costs.

5 TERRITORIAL SCOPE

5.1 The Licence granted by the Licence Agreement shall be valid only within the territory of the UPU member country which has officially designated the Licensee as designated operator (hereinafter the "Territory").

5.2 The Licensee hereby agrees not to directly or indirectly use or authorize any other third party to use the Trademark in any other territory.

6 NON-EXCLUSIVITY

6.1 The UPU reserves the right to grant further licences to other designated operators of UPU member countries authorized to operate postal payment services in the same Territory as the Licensee.

6.2 The UPU reserves the right for itself to freely use the Trademark, including in the same Territory as the Licensee.

7 TRANSFER OF RIGHTS

7.1 The Licensee shall not transfer the Trademark or any of the rights or obligations related thereto under the Licence Agreement without the prior written consent of the UPU. Moreover, the Licensee shall not assign, sublicense, subcontract, outsource, pledge or otherwise transfer or dispose of the Trademark or any of the rights and obligations related thereto under the Licence Agreement, without the prior written consent of the UPU and regardless of whether the third party concerned is a designated operator itself or an entity wholly or partly owned or controlled by the Licensee.

7.2 Prior written consent of the UPU as referred to in article 7.1 shall be further subject to the following conditions:

a The UPU certifies that the entity to which the rights and obligations are to be transferred (hereinafter the "Transferee") satisfies the same criteria as the original Licensee;

b All relevant fees have been paid by the Transferee;

c The Transferee formally agrees to be bound by the terms and conditions of the Licence Agreement and its annexes.

7.3 In order to evaluate its possible consent, the UPU shall be entitled to require any information and documents from the Licensee or the Transferee as deemed necessary by the UPU for such an evaluation.

8 WARRANTIES

8.1 Without prejudice to the further obligations as set out in the Licence Agreement and its annexes, the Licensee hereby warrants and represents that:

a It shall comply with all local, national and municipal laws and regulations when carrying out its obligations under the Licence Agreement;

b The Trademark shall not be used contrary to applicable laws or public morality, nor in such a manner as to vitiate its validity;

c It shall not make Improper Use of the Trademark, as defined in article 2;

d The information and documents provided in the course of the various procedures as described in the Licence Agreement and its annexes shall be delivered in a timely manner and shall not be misleading, incomplete, incorrect or false;

e The Trademark shall only be shown in full and as registered by the UPU in accordance with Annex 2 to the Licence Agreement. In this regard, the Trademark shall only be shown in accordance with the Trademark visual identity requirements set by the UPU and contained in Annex 3 to the Licence Agreement;

f It shall comply with the marking requirements in the Territory and accordingly mark the Trademark with the ® or ™ sign, or with any other sign the laws of the Territory prescribe. In case the laws applicable to the Territory do not require such a marking, marking shall nonetheless be undertaken if so required by the UPU.

9 TERMS OF PAYMENT

9.1 The Licensee hereby agrees to the timely payment of licence fees to the UPU as set out in Annex 4 to the Licence Agreement.

9.2 Unless otherwise specified by the UPU, all invoices shall be paid by the Licensee to the UPU or its authorized agents within thirty (30) calendar days of their receipt. Thereafter, interest shall accrue as set out in Annex 4 to the Licence Agreement.

9.3 All licence fees payable shall be paid in full without setoffs, deductions or withholding of any amount.

9.4 In the event of termination, licence fees shall be refunded on a *pro rata* basis for the term concerned.

9.5 All invoices issued by the UPU shall be established in Swiss francs (CHF). Where applicable, invoices may be converted by the UPU in accordance with the United Nations monthly exchange rates applicable at the time of invoicing.

10 CONTINUED VERIFICATION

10.1 The Licensee may, in the context of the continued verification referred to in Annex 2 to the Licence Agreement, be asked to provide additional documentation and information aimed at demonstrating proper use of the Trademark or respect of the conditions and requirements set forth in the Licence Agreement and its annexes.

10.2 The UPU shall immediately be informed by the Licensee about any changes in its eligibility status, or about the occurrence of any of the events listed in article 12.5, items (a), (b), (c), (d), (f) or (h).

11 SANCTIONS

11.1 The selection of sanctions as per the possibility referred to in Annex 2 to the Licence Agreement shall rest at the sole discretion of the UPU, taking into account the severity of the case.

11.2 The Licensee may be invited to present its considerations prior to the application of any such sanctions by the UPU.

12 TERM, RENEWAL AND TERMINATION

12.1 The Agreement shall enter into force from its date of signature by the Licensee and remain valid for an initial term for the Licence of two (2) years.

12.2 At the end of the initial term, the Licence shall be automatically renewed for additional successive terms of two (2) years, subject to continued compliance with the Licence Agreement and its annexes.

12.3 No less than ninety (90) calendar days prior to the end of the initial term – or the end of each successive renewal term – the Licensee shall update or confirm its eligibility information, as well as provide any other information deemed necessary by the UPU in order to ensure that the Licensee remains a designated operator of the UPU member country in the Territory and that the Licence Agreement is being respected by the Licensee at all times. In the event that the Licensee fails to comply with these obligations, the UPU shall have the right to refuse extension or revoke the Licence with immediate effect.

12.4 Either Party may terminate the Licence Agreement without reason, with a written notice sent to the other Party at least ninety (90) calendar days prior to the end of the initial term or the end of each successive renewal term. Such termination shall be deemed valid and effective for the Parties ninety (90) calendar days following reception of the written notice.

12.5 The UPU may, at any time, terminate the Licence Agreement without having to comply with article 12.4, in case:

a The Licensee ceases to be a designated operator;

b The Licensee becomes insolvent, is adjudged bankrupt, is liquidated or makes an assignment for the benefit of its creditors, or should a recipient or similar officer be appointed on account of the insolvency;

c The Licensee breaches any of the warranties specified in article 8 of this Annex or refuses to accept any amended versions of the annexes referred to in article 17.1 of this Annex;

d One or more decisions related to use of the Trademark have been taken against the Licensee by a court or other relevant dispute resolution mechanism;

e The Licensee has made Improper Use of the Trademark as defined in article 2 of this Annex;

f Change of control or other change of ownership of the Licensee occurs;

g Licence fees have not been paid by the Licensee within the prescribed time as defined in article 9 of this Annex;

h An event of force majeure as defined in article 15 prevents the Licensee from fulfilling its obligations for a continuous period exceeding one month.

12.6 In the event that the Licensee continues to use the Trademark in any manner after termination, the UPU shall be entitled to an immediate injunction against the former Licensee without having to prove irreparable harm or any other prerequisite to an injunction.

12.7 The Licensee shall, upon termination of the Licence Agreement, immediately return confidential or sensitive information provided by the UPU.

13 LIABILITY AND INDEMNITY

13.1 In no event shall the UPU be liable for consequential, incidental, indirect, punitive or special damages whatsoever, including without limitation damages related to loss of profits, business interruptions or any commercial damages or losses, loss of goodwill or anticipated savings, or claims arising out of the Licensee's acts or omissions.

13.2 The Licensee shall indemnify the UPU, to the full extent legally permitted, against any and all claims and demands arising out of the Licensee's acts or omissions which are brought by third parties regarding misuse of the Trademark.

14 RESOLUTION OF DISPUTES

Any dispute, controversy or claim between the Parties arising out of the Licence Agreement or the breach, termination, expiration or invalidity thereof shall be settled in accordance with the relevant dispute settlement provisions defined in Annex 2.

15 FORCE MAJEURE

15.1 No Party shall be liable towards the other Party for any delays or defects in the performance of its obligations or duties owing to any unforeseen reason, including but not limited to strikes; transportation delays; fires; floods; riots; political uprisings; labour disputes; freight embargoes; inability to secure fuel or power at reasonable prices or on account of shortages thereof; laws or acts of any federal, provincial or local government affecting the goods and services being supplied or the conduct of the Parties; or any other such causes beyond the Party's control, as long as such event, or its consequences, continue.

15.2 No Party shall have the right to claim or receive damages for any non-performance of contractual obligations by the other Party or for any losses as a result of an event of force majeure. A Party seeking to rely on the provisions of this article shall promptly give notice thereof to the other Party and make reasonable commercial efforts to perform its obligations as soon as possible.

16 TAX EXEMPTION

16.1 As an intergovernmental organization and a specialized agency of the United Nations, the UPU is exempt from all direct taxes and from customs duties and charges of a similar nature in respect of articles imported or exported for its official use.

16.2 The UPU shall consequently be held harmless by the Licensee in relation to any claims of direct taxes, customs duties and charges of a similar nature imposed by any government authority as a consequence of the Licence and any associated agreement between the Parties. Consequently, should any such tax, duty or charge be imposed directly on the UPU by any government authority, the Licensee shall hold the UPU harmless against any such charges, which shall be invoiced directly to the Licensee by the UPU and paid in full as originally invoiced by the UPU.

17 FINAL PROVISIONS

17.1 Amendment. No modification or change to the main text of the Licence Agreement shall be valid and enforceable unless provided by a valid written amendment thereto signed by both Parties. Notwithstanding the foregoing, the UPU may unilaterally amend Annexes 1, 2, 3 and 4 with effect for all Licensees. The amended versions of the aforementioned annexes shall come into effect when notified to the Licensee with a written notice of thirty (30) calendar days.

17.2 Certificates. If deemed necessary, the International Bureau of the UPU may issue certificates to a Licensee thereby confirming its status of authorized licensee of the Trademark. Any such certificates issued by the International Bureau of the UPU shall be considered valid only for as long as the Licence is valid. Upon termination, the original document shall be returned to the International Bureau of the UPU.

17.3 Entire agreement. The Licence Agreement and its annexes shall constitute the entire agreement between the Licensee and the UPU as related to the Trademark and shall supersede any and all other previous agreements, arrangements and understandings, whether written or oral, between the Parties.

17.4 Privileges and immunities. Nothing in or relating to the Trademark or the Licence Agreement or any of the obligations related thereto shall constitute a waiver, explicit or implied, of any of the privileges and immunities of the UPU.

17.5 Severability. Should any provision or part thereof be invalid or prohibited, such invalidity or prohibition shall not invalidate the remainder of the provision or the remaining provisions.

17.6 No partnership. The Agreement or any other written commitment between the UPU (or its authorized agents, as the case may be) and the Licensee shall not represent and in no way imply a partnership, joint venture or employment relationship between the Parties, or an authorization for either Party to act as the agent or representative of the other.

17.7 Domain names. Subject to prior written authorization of the UPU, the Licensee may register a domain name partly or fully consisting of the term "PosTransfer".

Collective Mark PosTransfer No. 1232715 (International Registration)

Regulation on Use

1 PREAMBLE

1.1 The Universal Postal Union (hereinafter the "UPU") – owner of the collective mark (hereinafter the "Trademark") initially registered in Switzerland under No. 66112 (3 October 2014), with subsequent international registration with the World Intellectual Property Organization under No. 1232715 (13 November 2014) – is an intergovernmental organization and a specialized agency of the United Nations, having its headquarters at Weltpoststrasse 4, CH-3000 Berne 15, Switzerland.

1.2 The mission, scope and objectives of the UPU are specified in the Constitution of the Universal Postal Union (hereinafter the "UPU Constitution").

1.3 The UPU is responsible for the definition and regulation of international postal services across the world. Its aim is, *inter alia*, to secure and promote the organization and improvement of postal services – including postal payment services – and promote in this sphere the development of international collaboration and technical cooperation.

1.4 The UPU is represented by the Director General of its International Bureau (hereinafter the "IB").

1.5 The permanent bodies of the UPU are the IB, the Council of Administration and the Postal Operations Council.

1.6 As defined in article 2 of the UPU Constitution, member countries of the UPU shall be countries which have membership status at the date on which the Constitution comes into force, or countries admitted to membership in accordance with article 11 of the UPU Constitution. In this regard, any member of the United Nations may accede to the UPU. Moreover, any sovereign country which is not a member of the United Nations may become a UPU member provided that its request is approved by at least two thirds of the member countries of the UPU.[1]

1.7 The present Regulation on Use (hereinafter the "Regulation") sets out the conditions and procedures for using the Trademark, as further defined in the standard UPU Licence Agreement.

2 PURPOSE

The Trademark has been established with the objective of fostering the development of and establishing a global trust mark for postal payment services as defined and regulated in the international treaty entitled "Postal Payment Services Agreement" (hereinafter the "PPSA").

3 DEFINITIONS

The following capitalized terms used in this Regulation shall have the meanings defined below:

a DESIGNATED OPERATOR – Any governmental or non-governmental entity officially designated by a UPU member country to operate postal payment services as set out in article 3 of the PPSA;

b LICENCE AGREEMENT – The standard licence document approved by the UPU which formalizes and further defines the conditions for use of the Trademark by Designated Operators, and which has to be fully accepted and signed by the Designated Operator as a prospective user. After signing the Licence Agreement, the Designated Operator becomes a Licensee;

[1] As of 31 August 2015, the UPU has 192 member countries.

c POSTAL PAYMENT SERVICES AGREEMENT (PPSA) – International treaty on postal payment services drawn up by the 2012 UPU Congress (Doha Congress) on 11 October 2012 and which entered into force on 1 January 2014;

d POSTAL PAYMENT SERVICES – The international Postal Payment Services as defined in the PPSA.

4 SUBJECT

4.1 This Regulation applies specifically to the Trademark as defined in the Preamble to this Regulation and further presented below:



4.2 According to the International Classification of Goods and Services for the Purposes of the Registration of Marks (Nice Classification) – NCL (10-2014), the Trademark has been granted in connection to the following classes of services:

– Class 35 – Advertising; business management; business administration; office functions.

– Class 36 – Insurance underwriting; financial affairs; monetary affairs; real estate affairs.

– Class 38 – Telecommunications.

5 CONDITIONS OF ELIGIBILITY

The following cumulative conditions shall be fulfilled by a Designated Operator in order to confirm its eligibility to use the Trademark:

a Be a Designated Operator of a UPU member country signatory of the PPSA in an area or territory covered by the Trademark;

b Provide at least one of the Postal Payment Services as defined in the PPSA, on the territory of the country that has designated it, in accordance with the PPSA and its Regulations as well as with any other relevant UPU Acts;

c Follow the registration procedures and requirements as described hereafter in section 7.

6 ADMINISTRATION

6.1 The UPU shall be the sole responsible for the administration of the Trademark (as the case may be through its specific body responsible for Postal Payment Services), including without limitation the adoption of any measures and management of tasks relating to the use and licensing of the Trademark; creation and maintenance of the Registry of Licensees (hereinafter the "Registry"); verification of compliance; and application of sanctions.

6.2 The UPU IB shall be the depository and secretariat for this Regulation and shall also serve, in accordance with article 20 of the UPU Constitution, as an organ of execution, support, liaison, information and consultation for the Licensees, notably as regards the provisions of the Regulation or the Licence Agreement.

6.3 The IB shall keep and publish a Registry of all Licensees entitled to use the Trademark, as well as of all users subject to sanctions arising from improper use of the Trademark or any other infringement of the Regulation or the Licence Agreement.

7 PROCEDURE

7.1 Any Designated Operator wishing to obtain a Licence shall first make a formal application request by means of the standard Application Form attached hereto as Attachment I (hereinafter the "Form"). The Form shall serve as a formal, signed statement in which the Designated Operator confirms its eligibility status as well as its agreement in full with all the terms and conditions contained or referred to in the Form.

7.2 In order to be processed by the UPU, the Form shall necessarily be accompanied by the following documentation on the prospective user (to be sent in English or French only), without prejudice to any additional information that may be requested by the UPU to validate the application request:

a A description of the prospective user with supporting legal evidence on the location of its main offices, legal status and jurisdiction under which it is organized;

b Relevant legal evidence showing that the prospective user is a Designated Operator (in case such notification has not already been received by the UPU) and provides at least one of the Postal Payment Services as defined in the PPSA, on the territory of the country that has designated it, in accordance with the PPSA and its Regulations as well as with any other relevant UPU Acts.

7.3 The duly completed Form, along with the requested information, may be sent by personal delivery (including courier) during business hours or by registered mail, electronic mail or facsimile to the person and addresses indicated on the Form, or as otherwise communicated to the Designated Operator by the UPU.

7.4 If the procedure described here above has been duly followed and the conditions have been duly met by the Designated Operator, the UPU will submit the Licence Agreement for an initial duration of two (2) years and require a signed copy to be returned alongside proof of payment of the relevant fees as described in the Licence Agreement and its annexes.

7.5 The UPU shall immediately be informed by the Licensee about any changes in its eligibility status.

8 CONTINUED VERIFICATION

The UPU will, either directly or through the intermediary of a third party appointed by the UPU, conduct periodical audits aimed at preventing the improper use of the Trademark and at enforcing the conditions and requirements set forth in this Regulation and in the Licence Agreement.

9 SANCTIONS

Non-compliance with the Regulation or the Licence Agreement shall lead to an admonition, to the requirement of corrective action within a given period of time set by the UPU at its discretion, to a provisional suspension of the Licence, to a combination thereof, or to immediate termination, as further defined in the Licence Agreement.

10 THIRD-PARTY INFRINGERS

Whereas the Licensee shall have certain notification obligations as further defined in the Licence Agreement, the UPU shall have the sole right to determine whether or not any action shall be taken on account of any potential infringements.

11 DISPUTE RESOLUTION

11.1 The UPU and the Designated Operator (hereinafter also the "Parties") shall use their best efforts to amicably settle any dispute, controversy or claim arising out of the Regulation or the breach, termination, expiration or invalidity thereof. Where the Parties wish to seek such an amicable settlement through conciliation, the conciliation shall take place in accordance with the Conciliation Rules then obtaining of the United Nations Commission on International Trade Law ("UNCITRAL"), or according to such other procedure as may be agreed between the Parties in writing.

11.2 Any dispute, controversy or claim between the Parties arising out of the Regulation or the breach, termination, expiration or invalidity thereof, unless settled amicably under section 11.1 above, within sixty (60) calendar days after receipt by one Party of the other Party's written request for such amicable settlement, shall be referred by either Party to arbitration in accordance with the UNCITRAL Arbitration Rules then obtaining.

11.3 The number of arbitrators shall be one (1). If the Parties are unable to designate an arbitrator within thirty (30) calendar days of receipt of the notification of a request for arbitration, the arbitrator shall, at the request of one of the Parties, be appointed by the President of the Permanent Court of Arbitration in The Hague, the Netherlands.

11.4 The substantive law applicable shall be Swiss law. The arbitrator's ruling shall be final and binding, and no appeal to a court or any other jurisdiction shall be allowed.

11.5 Unless otherwise mutually agreed by the Parties, the place of arbitration shall be Berne, Switzerland, and the language of arbitration shall be English.

12 AMENDMENT

The UPU may unilaterally amend the present Regulation with effect for any prospective or actual Licensee as defined herein. Any amended version of the Regulation shall come into effect within thirty (30) calendar days following its publication on the relevant website used by the UPU for the Trademark or its notification to prospective or actual Licensees.

13 PRIVILEGES AND IMMUNITIES

Nothing in or relating to the Regulation shall be deemed a waiver, express or implied, of any of the privileges and immunities of the UPU.

14 FINAL PROVISIONS

This Regulation was adopted by the UPU Postal Operations Council on 16 September 2015 and shall fully replace and supersede the "Regulations on use of the collective trademark for UPU electronic postal payment services" originally approved by the UPU Postal Operations Council on 12 April 2013.[2]

[2] Notwithstanding the provisions of section 14, the regulations originally adopted on 12 April 2013, as previously submitted to the intellectual property offices of specific UPU member countries, shall remain valid and in force for those countries which have accepted them, until the formal submission of the present Regulation to, and acceptance by, the aforementioned intellectual property offices.

ATTACHMENT I: APPLICATION FORM FOR USE OF THE COLLECTIVE MARK (HEREINAFTER THE "TRADEMARK")

(To be completed by the Designated Operator as a prospective user and submitted to the UPU International Bureau)

Applicant	
Name:	
Address:	
Designated Operator of the Country:	
Contact person:	
Telephone number:	
Fax number:	
E-mail address:	

Signature

The undersigned Designated Operator hereby undertakes to abide by all applicable UPU rules, and to sign the necessary agreement for licensing of international trademark registration 1232715, in accordance with the rules and conditions set forth by the UPU as owner of the said Trademark.

Furthermore, the undersigned Designated Operator agrees to the procedure of verification of compliance described in the Regulation on Use, as well as to any decisions taken by the UPU in conformity with the applicable provisions of the Regulation on Use, the UPU Acts and, where relevant, the Licence Agreement to be signed between the Designated Operator and the UPU.

Place, date, signature and name of the signatory/representative of the Designated Operator:

Additional documentation/information

This form must be accompanied by the following additional documentation/information:

– A description of the Designated Operator with supporting legal evidence on the location of its main offices, legal status and jurisdiction under which it is organized;

– Relevant legal evidence showing that the applicant/prospective user is a Designated Operator (in case such a notification has not already been received by the UPU) and provides at least one of the Postal Payment Services as defined in the Postal Payment Services Agreement, on the territory of the country that designated it, in accordance with the PPSA and its Regulations as well as with any other relevant UPU Acts.

To be completed by the UPU

Agreed

Agreed with additional remarks or conditions to be fulfilled by the Designated Operator (please specify)

Refused (please substantiate)

Done at Berne on _____

PosTransfer Corporate Design Manual

UPU UNIVERSAL POSTAL UNION

POSTRANSFER

Version: October 2022

Content

1. Basic elements 4

2. Stationery 7

3. Digital media 9

4. Signage 11

5. Flyers, posters and roll-ups 13

6. Promotional products 15

7. Special applications 16

Introduction

The Universal Postal Union (UPU) has launched a new collective trademark called PosTransfer to boost the profile of designated postal operators in the electronic postal payment market. The trademark is intended to be recognizable to customers worldwide and is solely owned by the UPU. This manual specifies how the trademark can be used in practice for marketing and communication purposes.

Members of the UPU's Postal Payment Services Users Group (PPSUG) are entitled to use the collective mark, subject to compliance with the relevant regulatory and contractual requirements set by the UPU. For more information, please contact the UPU's Postal Financial Services Programme at ppsug@upu.int.

About the Universal Postal Union

The UPU is an intergovernmental organization with 192 member countries and is mandated to ensure universal access to affordable public postal services of the highest standard. Established in 1874, it is the world's second oldest international organization and is a member of the United Nations family.

The global postal network is a formidable infrastructure through which essential public services are provided to millions of citizens and businesses. It enables the postal sector to play a critical role in fuelling countries' social and economic development.

Postal operators also provide financial, logistics and e-commerce services to countless customers to meet their evolving needs.

Today, the world's postal services process and deliver some 327.4 billion letters and 7.4 billion parcels annually using a worldwide network linked through state-of-the art technology and processes, maintained by 5.4 million staff. With some 680,000 establishments, this infrastructure constitutes the world's largest physical network.

1. Basic elements

Logo

The logo must always consist of the PosTransfer emblem and its full name, in compliance with the trademark registration.

Colour version
If possible, the colour version of the logo should be used, as illustrated.

4 Colours CMYK



2 Colours Pantone



Spelling convention

When mentioning the collective mark in a body of text by name, it should be written **PosTransfer.** If the product name is written in small caps, it should be written **POSTRANSFER**

When using upper- and lower-case letters, the T is capitalized. All fonts may be used.

Black use
Linear logo, black use.

For use only on bright backgrounds.

1 Colour Line Art



Negative use
Linear logo, negative use.
Only use on dark backgrounds.
If possible, the white logo should only be used on a blue or black background.

1 Colour Line Art white



Width

The minimum logo width (e.g. for A6 or business cards) is 9.5 mm.



Minimum clearance

The minimum clearance (safety area) has been defined for the logo and must be adhered to (X = ½ height of the emblem).



Example:



Colours

The main basic colours are blue and orange. Wherever possible, these colours should be used as a design element to reinforce the uniform visual appearance of the logo.

PosTransfer Blue

CMYK
100|70|0|0
RGB
0|80|160
HEX
#0050a0

PosTransfer Blue

Pantone
647C

PosTransfer Orange

CMYK
0|45|90|0
RGB
245|157|36
HEX
#f59d24

PosTransfer Orange

Pantone
1235C

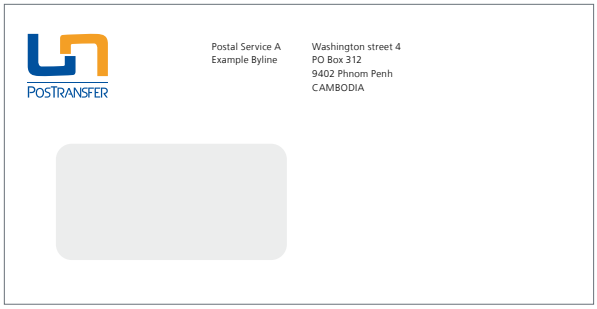

POSTRANSFER
Henry Example
Postal Service A
Washington street 4
9402 Phnom Penh
CAMBODIA
Postal Service A
Example Byline
Washington street 4
PO Box 312
9402 Phnom Penh
CAMBODIA
Subject
Dear Mr. Miller
Best regards
Universal Postal Union
Mr. Fella Rabbahi

2. Stationery

Letterhead



Envelope C6/5



Business cards






POSTRANSFER

3. Digital media

App and splash screen samples

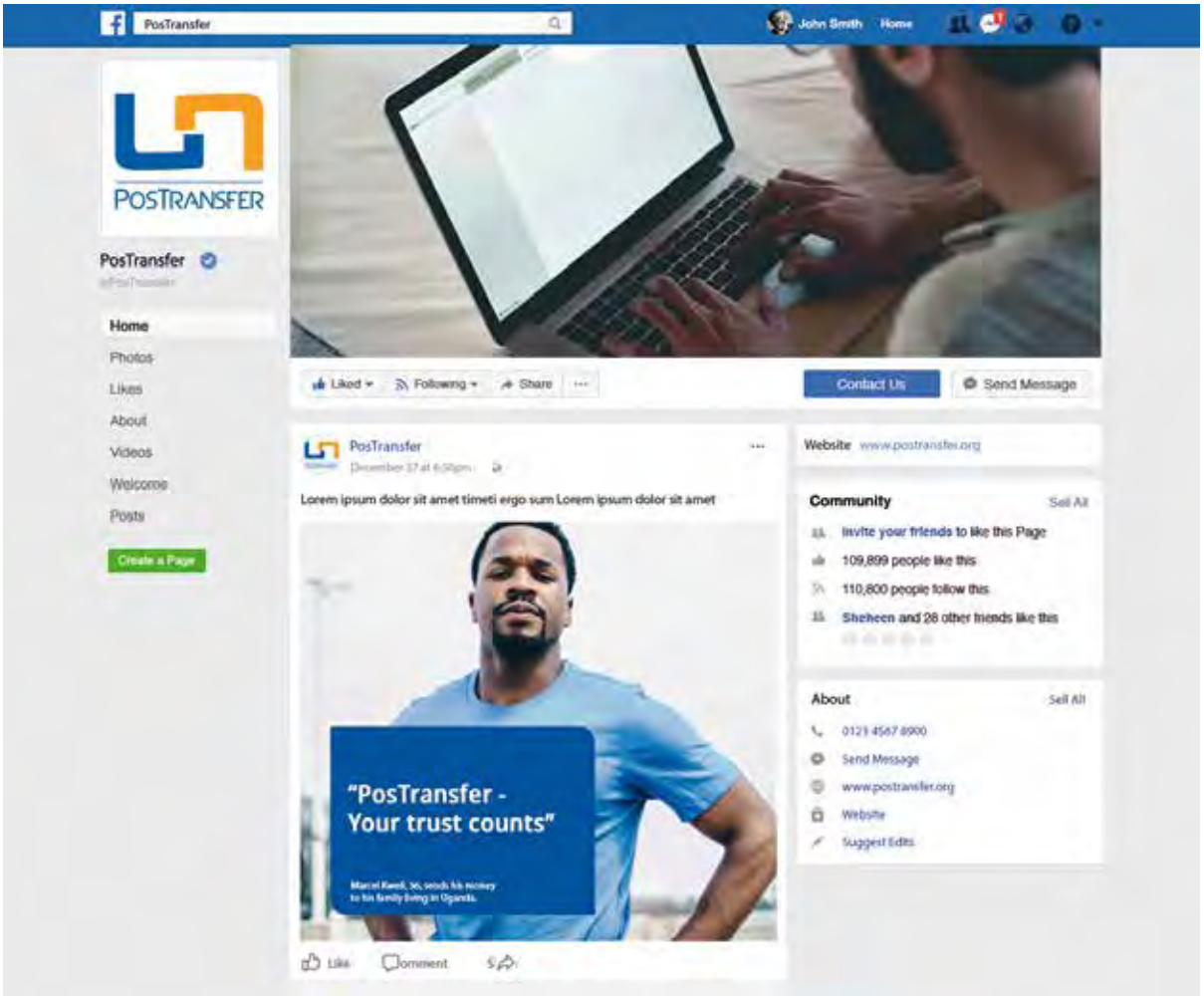


Digital screen display



Social media samples





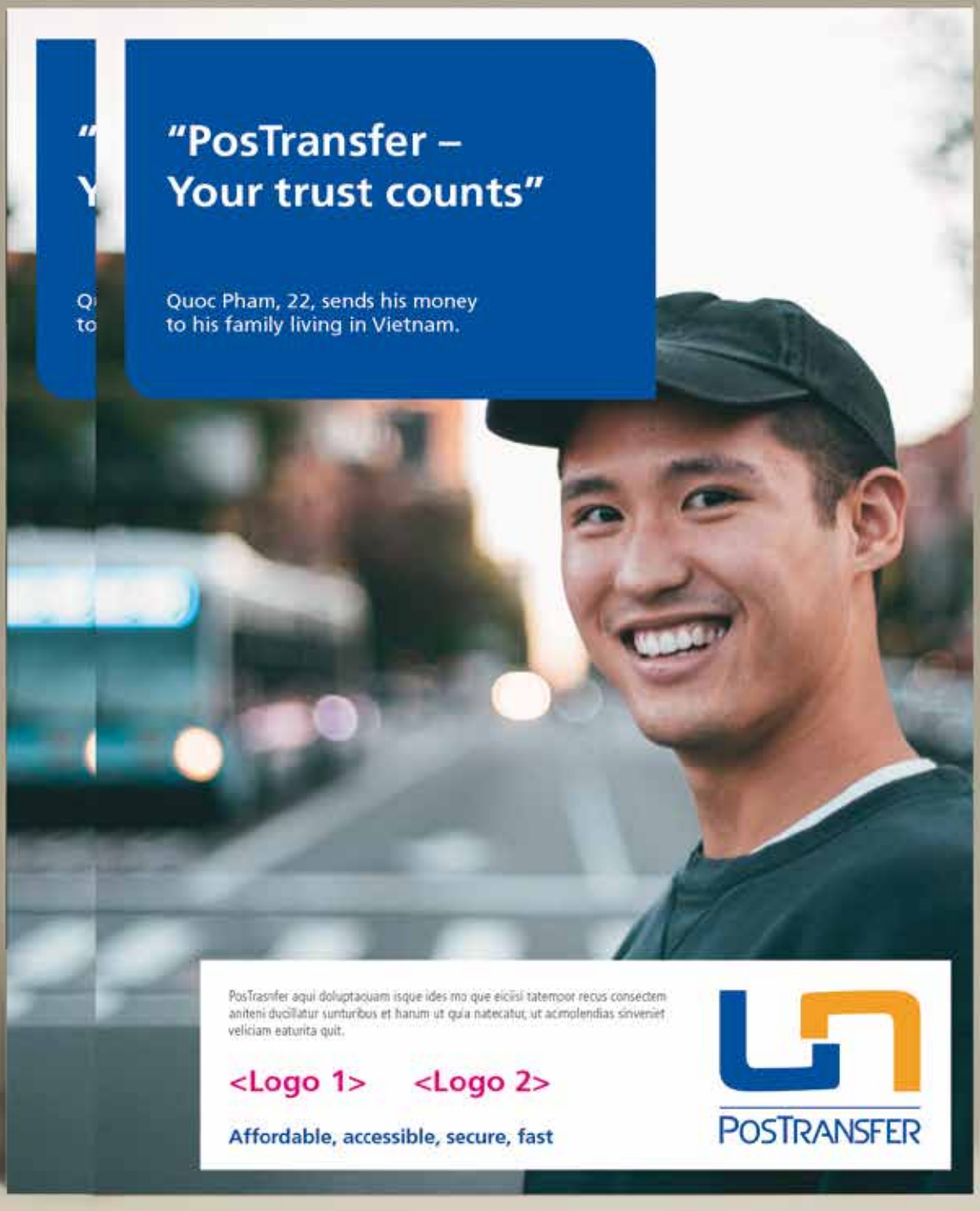
4. Signage

Sign samples



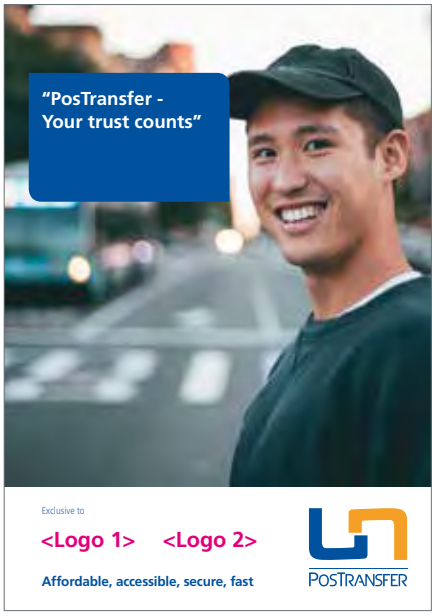





"PosTransfer –
Your trust counts"
Quoc Pham, 22, sends his money
to his family living in Vietnam.
PosTrasnfer aqui doluptaquam isque ides mo que eiciisi tatempor recus consectem
aniteni ducillatur sunturibus et harum ut quia natecatur, ut acimolendias sinveniet
veliciam eaturita quit.
<Logo 1>
<Logo 2>
Affordable, accessible, secure, fast
POSTRANSFER

5. Flyer, posters and roll-ups

Sample flyer

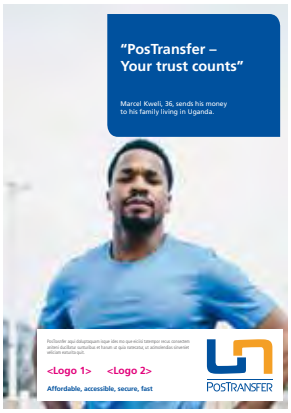


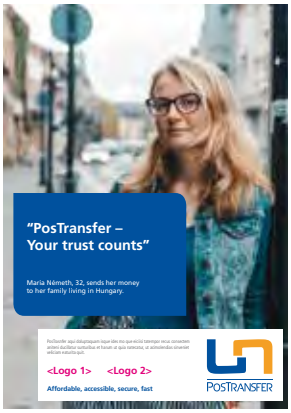
PosTransfer flyer front

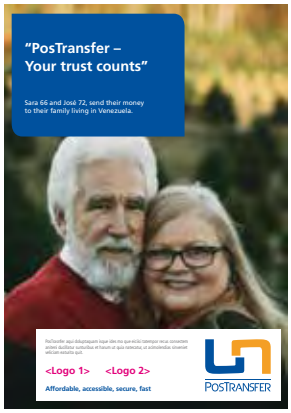


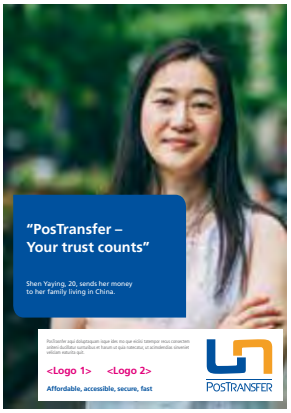
PosTransfer flyer back

Sample poster

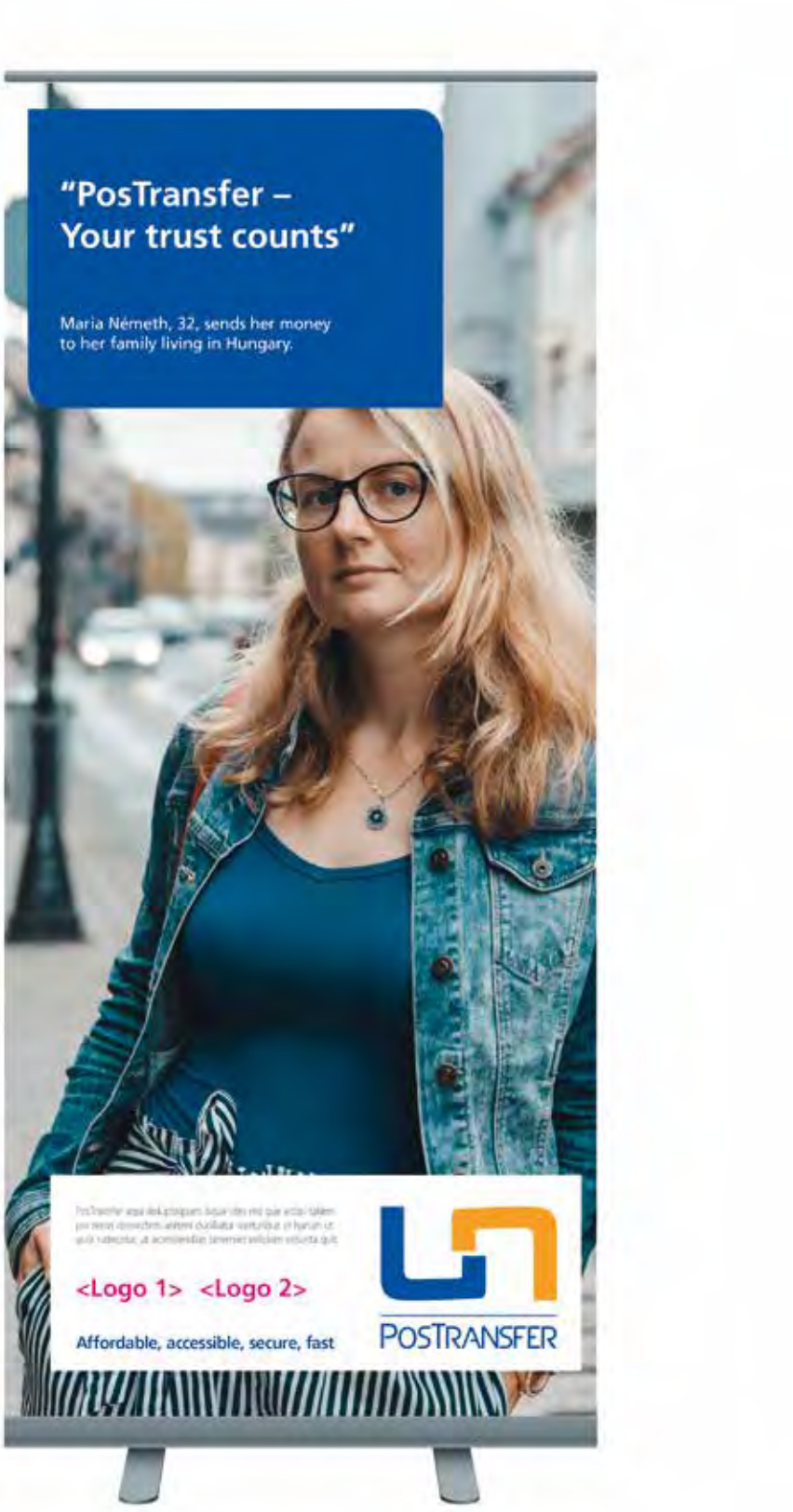








Sample roll-up display

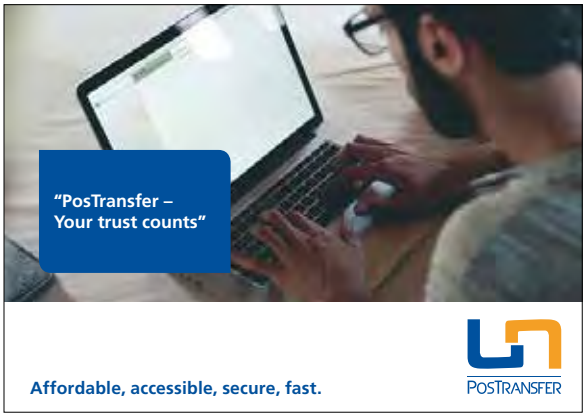


6. Promotional products

Merchandising material



Postcard A6





7. Special applications

Creditcard sample



Minimum logo size
11.5 mm x 9.5 mm

Background (suggested)
Pattern (lines) in the PosTransfer colours blue and orange.

Contact

Postal Financial Services Programme
Universal Postal Union
International Bureau
Weltpoststrasse 4
3015 BERNE
SWITZERLAND

Email: ppsug@upu.int
Tel: +41 31 350 3111

Copyright: Universal Postal Union, all rights reserved
Date of issuance: October 2022

UPU UNIVERSAL POSTAL UNION

Schedule of charges applicable to the licensing of the international trademark registered under No. 1232715

Annual fees for PosTransfer[1] (in accordance with the principles set by the UPU governing bodies[2])		
Minimum annual fee		100.00 CHF
Maximum annual fee		10,000.00 CHF
Range (number of sent postal payment orders), subject to the minimum and maximum amounts indicated above		Charges in CHF
From	*To*	
1	10,000	100 (flat fee)
10,001	999,999	0.01 per transaction,[3] (in addition to the 100 CHF flat fee)
1,000,000	no limit	10,000 (in addition to the 100 CHF flat fee)

Any amount relating to annual licensing fees charged on the basis of this Schedule of Charges which has not been paid by the Licensee within ninety (90) calendar days of the billing date shall be subject to interest at the rate of six (6) percent from the fourth month.

[1] Applicable from 1 January 2024.
[2] Changes to the annual fees specified herein must be approved by the Postal Operations Council.
[3] Sent postal payment order.

ADDITIONAL QUALITY OF SERVICE CONDITIONS FOR USE OF THE TRADEMARK

For use of the Trademark, the Licensee shall be required to:

– Implement the quality of service standards for postal payment services as adopted by the relevant UPU bodies and published by the UPU;

– Provide to the UPU International Bureau (e-mail: PPSUG@upu.int), on an annual basis, information on the following key performance indicators, which shall be entered into the UPU's Quality Control System (QCS):

  i *Accessibility by type of service (for at least one postal payment service):* For each type of service, number of access points providing the service as a percentage of the total number of access points under the control of the designated operator or wider postal sector player (hereinafter "WPSP").

  ii *Efficiency of the service:* For each type of service, number of money orders paid in relation to the number of money orders issued.

  iii *Development of the service:* Percentage increase in the number of money orders issued in the present year/month, compared with the number of money orders issued in previous year/month.

  iv *On-time processing of inquiries:* Percentage of inquiries processed within the time limits defined by the relevant UPU bodies for postal payment services.

  v *Customer satisfaction:* Volume of inquiries as a percentage of total money orders issued.

  vi *Total payout time (for normal and urgent money orders):* Percentage of received money orders paid within the time limits defined by the relevant UPU bodies for postal payment services.

– Implement relevant measures for the prevention of money laundering, terrorist funding and financial crime as stipulated in article 8 of the Postal Payment Services Agreement and article RP 801 of the Postal Payment Services Regulations;

– Complete and update, on a regular basis, any Licensee information pertaining to the UPU Electronic Postal Payment Services Compendium;

– Put in place customer service facilities and adopt the UPU's Financial Electronic Inquiry System (FEIS) for the exchange of inquiries with partner designated operators/WPSPs.