

CR 9 Legal Counsel's Report – 2012 AGM

Prepared by
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Since the AGM last year, things have been fairly quiet on the JCNA legal front. In order to expand services to JCNA, Rob Thuss, Esq., of Swansea, South Carolina, has joined the JCNA legal team, and will be serving as JCNA Co-Counsel. I look forward to working with Rob, who has already jumped in and is working with the Business Committee on several contract issues.

The one significant issue that has arisen and which continues to raise concerns is that Jaguar Cars of North America, Inc., and Jaguar Cars Ltd. have contacted a number of clubs and demanded that they sign an agreement directly with Jaguar Cars NA and Ltd. regarding the licensing and assignment of rights in their local club logos. It now appears that Jaguar will be demanding this agreement from all of JCNA's affiliate clubs, if they have not already done so.

As everyone should know, since JCNA separated from Jaguar Cars NA, Jaguar Cars NA has required that any new club logos or any special event logos that include the name "Jaguar" or any of their logos including the leaper or growler, must be submitted to them for approval. This was done in the past and older versions of logos continue to be valid, even if they do not conform to current Jaguar Cars NA or Ltd. requirements.

Now, Jaguar has apparently decided to contact local clubs directly about their logos, and they have asked the local clubs to sign an agreement separate and apart from the license agreement entered into between JCNA and Jaguar Cars. Some of the clubs have asked Legal Counsel to review the agreements before they sign them. All of the agreements that I have seen appear to be the same.

After reviewing the agreements, our master license agreement and the law, it seems that Jaguar Cars has the local clubs a bit over the barrel, so to speak. The local clubs can refuse to sign the agreements, but if they do so, they may be required by Jaguar Cars to stop using any reference to the name "Jaguar" and to stop using any form of the leaper, growler or other Jaguar mark or logo. The

agreement the local clubs are being asked to sign is in conformity with the one the JCNA has entered into with Jaguar Cars. So we have advised clubs accordingly – its consistent with what JCNA has in its agreement with Jaguar, and if you refuse to sign it, which you have the right to do, you may be required to stop using your club logo and any reference to Jaguar in your name.

Thus far, I have only heard from a couple of clubs that they were contacted by Jaguar Cars. I do not know whether others got those same letters and simply signed the agreements, or filed them in the circular file. Local clubs should not ignore Jaguar Cars' request for the signing of the agreement, as the consequences may be the loss of the right to use their own club logo.

On another matter, we have been working with the tool loan program to formalize the documents necessary to loan out tools, assure that those borrowing tools will return them, and to protect JCNA in the event of injury or damage arising from the use of any loaned tools. These documents will hopefully be done in the near future.

Also, this year, the contracts for the editors of Jaguar Journal come up for renewal. Legal counsel, along with the Board and Business Committee, will be reviewing the contracts and making appropriate changes as required.