

Letter of Authorization

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Introduction

Sometimes we have a reason to believe that your product listing is using a trademark without approval from the Intellectual Property owner, and that your use falls outside the scope of fair use or referential use. This applies to trademarks on the product, packaging, images, or on the product detail page.

In this situation you may be asked to submit either proof of ownership of the trademark, or a Letter of Authorization (LOA) from the relevant Intellectual Property owner to use their registered trademark. This page will help you understand what we expect to see on the Letter of Authorization you provide.

What are Intellectual Property (IP) rights?

Intellectual property rights are the rights given to persons over the creations of their minds, such as inventions (patents); literary and artistic works (copyright); new product designs (industrial designs); and brand names, symbols or logos used to distinguish products and services of one brand from another (trademarks). Owning an IP includes the right of owner to prevent others from using that IP for commercial purposes.

For further information on trademarks, go to [Intellectual Property Policy](#).

What is a Letter of Authorization (LOA)?

A Letter of Authorization is a license agreement that is entered into between an owner of a trademark / design patent / copyright and a third party to authorize that third party (licensee) to use the Intellectual Property (IP), in exchange for consideration. Such an agreement outlines the ways in which the licensee may use the property owned by the licensor.

IP licensing can occur only when at least one of the parties owns valuable intellectual property. Licensing is beneficial for IP owners as it allows them to generate revenue out of their property by making it available to others.

Benefits of a licensing agreement to the seller

A valid license agreement allows you to list your products, using the intellectual property rights of other entities with their permission, subject to the terms of the agreement.

Specific Clauses to be kept in mind while obtaining a LOA

1. Scope of grant of license and conditions, if any, for exercising the rights so licensed

The scope of grant of license depends on the nature of the intellectual property being licensed. It is essential to define the intellectual property which is being licensed in the agreement. A licensor can only grant rights which he himself possesses under the law. All or any of the rights that the licensor possesses, can be licensed by him. The scope of license must also be specified in terms of the field and territory of use of the license. If grant of license includes right to 'sublicensing', the same must be specified in the agreement. The right to sub-license can be for all or some of the rights being licensed.

The five key terms which must be present in every IP licensing agreement submitted to Amazon are:

- 'Licensor'—The company/brand providing the rights to intellectual property
- 'Licensee'—The company/brand receiving the rights to use the intellectual property.
- 'Grant'—The intellectual property being licensed and the scope of rights granted
- 'Geographic Scope'—The specific territory or territories where use is authorized (may be worldwide)
- 'Term'—The duration of the authorization (may be perpetual)

2. Treatment of improvements, enhancements and modifications (Optional)

Any further development in the usability, functionality, performance, efficiency or other characteristics of the licensed intellectual property made either by the licensor or the licensee can be said to be an improvement.

As far as their treatment goes, improvements can either be automatically included in the definition of the licensed intellectual property, made available to the licensee on payment of a specific fee, or in any other way negotiated between the parties. Usually for improvements made by the licensee, the licensor would require full disclosure and promptness. Although in cases where the licensee modifies the licensed intellectual property for its own customized

usage, the parties could also agree on the licensee retaining the modified intellectual property without interference.

A proper definition for the terms ‘licensed technology’, ‘improvement’, ‘enhancement’ and ‘modification’ and who would own such improvements and all IP that vests, in the same, in order to avoid ambiguity as to their treatment under the Agreement.

Important checks while submitting a licensing documentation to Amazon

Check Category	Acceptable
A. Format Checks	<ul style="list-style-type: none">• PDF Documents.• Scanned images of PDF.• Word (Self declarations are only acceptable if you are the Intellectual Property owner).• Screenshots of email from the domain of Company holding rights to the Protected Brand
B. Component Checks	<p>Acceptable documentation (physical/digital) should have all of the below components:</p> <ul style="list-style-type: none">• Letter Head from the Company holding rights to the Protected Brand.• Body of the LOA having all of the essential terms as outlined above. <div><p>Note: If you do not have a trademark registration for your own brand in the region, where the products are being sold, you must also provide a declaration of Intellectual Property ownership for the brand. Include the declaration for the Intellectual Property ownership, under which you will be selling, along with your company stamp or signature from authorized personnel.</p></div> <ul style="list-style-type: none">• Signatories:<ul style="list-style-type: none">◦ Authorized signatory from the Licensor Company.◦ Signature/Digital Signature or Stamping or Seal for franking of the document. <p>An acceptable email should have all of the below components:</p> <ul style="list-style-type: none">• Sender's email with a valid domain of the Company holding rights to the Protected Brand.• Body of the LOA having all of the essential terms as outlined above. <div><p>Note: If you do not have a trademark registration for your own brand in the region, where the products are being sold, you must also provide a declaration of Intellectual Property ownership for the brand. Include the declaration for the Intellectual Property ownership, under which you will</p></div>

Check Category	Acceptable
	be selling, along with your company stamp or signature from authorized personnel.

Some common examples of documents not acceptable as Letter of Authorization include:

- Invoices.
 - Inventory documents.
 - Distribution rights / Reseller agreements.
 - Receipts from online or physical (brick-and-mortar) retailers.
 - Order confirmations (online and hard copies) and packing slips.
 - Commercial or customs invoices (a customs declaration provided by the person or corporation that is exporting an item across international borders).
 - Bills of lading (a document issued by a carrier that lists goods being shipped and specifies the terms of their transport).
 - Sales orders, purchase orders, quotes, or pro-forma invoices (a document sent in advance of a shipment or delivery of goods but does not serve as an agreement).
- **Note:** We may validate your Letter of Authorization (LOA) by contacting the relevant Intellectual Property owner you identify in your application.