

[CLIENT]
CHAPTER TRADEMARK LICENSE AGREEMENT

This CHAPTER TRADEMARK LICENSE AGREEMENT (“Agreement”) is entered into as of _____, 20__ (“Effective Date”), between [_____] a [_____] non-profit corporation (“Client”), and _____, a _____ (“Chapter”).

BACKGROUND

A. Client is dedicated to [_____]. Independent regional groups have formed to support the aims of Client. These groups, like Client, aim to [_____].

B. Client owns the trademarks set out in Exhibit A and Exhibit B of this Agreement. Concurrently with this Agreement, Client and Chapter are entering into a Chapter Affiliation Agreement (the “Chapter Agreement”) under which Chapter may act as an affiliated chapter of Client. Chapter wishes to license such trademarks under this Agreement as contemplated by the Chapter Agreement. Client is willing to grant such a license on the terms and conditions described in this Agreement, having determined that such a license is consistent with and furthers Client’s mission.

C. This Agreement is the “Chapter Trademark License Agreement” described in Section 2 of the Chapter Agreement.

FOUNDATION AND CHAPTER AGREE AS FOLLOWS:

1. **Definitions.** The following capitalized terms shall mean the following:

1.1. **“Chapter Mark” or “Chapter Marks”** means all of the trademarks in the form shown on Exhibit A.

1.2. **“Project Mark” or “Project Marks”** means all of the trademarks in the form shown on Exhibit B.

1.3. **“Mark” or “Marks”** means all of the Chapter Marks and Project Marks.

1.4. **“Trademark Use Guidelines”** means the guidelines specified in Exhibit C.

2. **Grant and Scope of License**

2.1. **Grant of License for Chapter Marks.** Subject to the terms and conditions of this Agreement, Client grants to Chapter an exclusive, non-transferable, non-sublicensable, worldwide license to use the Chapter Marks for the limited and non-commercial purposes described in Section 4.2.

2.2. **Grant of License for Project Marks.** Subject to the terms and conditions of this Agreement, Client grants to Chapter a non-exclusive, non-transferable, non-sublicensable, worldwide license to use the Project Marks for the limited and non-commercial purposes described in Sections 4.2 and 4.3.

2.3. **Limited Purpose.** Chapter shall not, without prior written consent of Client, use the Chapter Marks and Project Marks in connection with any activities other than those contemplated by Section 4 of this Agreement.

3. Term

3.1. Initial Term. This Agreement shall commence on the Effective Date and shall expire on the first anniversary of the Effective Date, unless earlier terminated as provided in Section 9.

3.2. Renewal. This Agreement may be renewed for successive one-year terms. If Chapter wishes to renew this Agreement, Chapter must deliver to Client a written request to renew no later than ninety (90) days before the expiration of the current term. This Agreement may be renewed only if the Chapter Agreement is renewed concurrently, and Chapter is in compliance with all terms and conditions contained in this Agreement and the Chapter Agreement at the time the request to renew is delivered and again at the time of commencement of the renewal term. Client shall notify Chapter, no later than thirty (30) days before the expiration of the current term, whether or not the Agreement shall be renewed, it being understood that Client may make that decision in its sole discretion. If this Agreement is not renewed, it shall terminate at the end of the current term. Failure by Chapter to deliver a timely notice of renewal shall be treated as a final decision not to renew.

4. Use of Marks

4.1. Form. Chapter shall use the Marks only in the forms set forth on Exhibit A and Exhibit B and in accordance with the Trademark Use Guidelines attached as Exhibit C. Each may be altered from time to time by Client in its sole discretion. Chapter shall include where appropriate the designations ® or ™ and a statement that the Marks are used under license from Client. Chapter shall display all other notices and legends with respect to the Marks as are requested from time to time by Client.

4.2. Use of Marks. Subject to the other provisions of this Agreement, including Sections 4.3 to 4.9, Chapter may use the Marks for the limited and non-commercial purposes of (i) identifying itself as a Client chapter and (ii) identifying itself as affiliated with and dedicated to support of Client projects and culture. All such uses shall be in a manner consistent with and incidental to the carrying out of Chapter activities as contemplated by Section 3.2 of the Chapter Agreement. Such permitted uses may include, but are not limited to:

(a) **Website Identification.** Chapter may use the Marks on its website.

(b) **Communications and Outreach Materials.** Chapter may use the Marks in its electronic and hard-copy communications and outreach materials, such as brochures, posters, press releases, fundraising materials, event signage, business cards, and e-mail signature lines.

(c) **Promotional Products.** Chapter may use the Marks on non-commercial products, such as t-shirts, caps, mugs, and tote bags for its members and participants in its outreach and fundraising events.

4.3. Limitation on Use of Project Marks. Any Chapter website or item displaying a Project Mark must also display either a Chapter Mark or the phrase “[_____] [Region].” Such Chapter identification must be at least of equal size and prominence as the Project Mark.

4.4. No Commercial Use of Marks. Unless Chapter obtains Client’s prior written consent, Chapter shall not sell or cause or allow any third party to sell to the general public any product bearing the Marks, or sublicense or otherwise commercialize or attempt to commercialize the Marks.

4.5. No Derivatives. Unless Chapter obtains Client’s prior written consent, Chapter shall not combine any of the Marks with any other word, phrase, logo, symbol, design, or mark. If Client gives such consent, Chapter agrees that Client shall own the new trademark.

4.6. No Confusion. Chapter shall not use, or permit any other person or entity in its control to use, any of the Marks as part of a corporate or division or trade name, or in a way that creates the impression that Chapter and Client are not independent organizations. Chapter shall not use any Marks in such a way so as to give the impression that the Marks are the property of Chapter.

4.7. No Endorsement. Chapter acknowledges that its use of the Marks does not imply Client's endorsement or sponsorship of Chapter or its products or services other than as contemplated by the Chapter Agreement.

4.8. No Disparagement of Client or Marks. Chapter shall not use any of the Marks in connection with any activity that disparages Client or its products or services, that damages the reputation for quality inherent in the Marks, that materially impairs the goodwill associated with the Marks, or that is in a context otherwise inconsistent with Client's values and mission.

4.9. Client Determination. Client, in its sole discretion, may determine whether any actual or proposed use complies with this Section 4.

5. Quality Standards and Quality Control

Chapter shall ensure that the nature and quality of its uses of the Marks, including on its website or on any items, are consistent with the quality associated with Client. Client may monitor the quality and manner in which Chapter uses the Marks, and Chapter shall take such steps as Client reasonably requests to assist Client in doing so, including but not limited to promptly changing or stopping uses of Marks as Client may direct.

6. Ownership

6.1. Ownership of Marks. Chapter acknowledges that it has no interest in the Marks other than the licenses granted under this Agreement and that Client shall remain the sole and exclusive owner of all right, title, and interest in the Marks. Chapter agrees that Chapter's use of the Marks and any goodwill in the Marks resulting from Chapter's use shall inure solely to the benefit of Client.

6.2. Ownership of Derivative Marks. Chapter shall not register or attempt to register any variation of Marks in any jurisdiction. If Chapter uses, registers, or applies to register any derivative of a Mark in violation of its obligations under this Agreement, Chapter shall, at Client's request, immediately cease the use of such mark and assign to Client all its rights in such mark, including any applications or registrations.

6.3. No Contest. Chapter shall not contest, oppose, or challenge Client's ownership of the Marks. Chapter shall do nothing to impair Client's ownership or rights in the Marks. Chapter shall not oppose Client's registration or use of the Marks, alone or with other words or designs, in any jurisdiction. Chapter shall not contest the fact that the licenses granted under this Agreement terminate upon termination or expiration of this Agreement.

6.4. No Obligation to Obtain or Maintain Marks. Client shall not be obligated to: (i) file any application for registration of any Mark, or to secure any rights in any Mark, (ii) maintain any registration of a Mark, or (iii) provide any assistance, except for the obligations expressly assumed in this Agreement.

7. Additional Obligations

7.1. Adverse Use by Third Parties. Chapter shall promptly notify Client should Chapter learn of use by a third party of any mark that is confusingly similar to any of the Marks or that may dilute or otherwise lessen the value of the Marks. Chapter shall take no action with respect to such use except with the prior written consent of Client. Client has the right, but no obligation, to take such action as it believes advisable for the protection of its rights in the Marks.

7.2. Allegations of Infringement. Chapter shall promptly notify Client should Chapter learn of any allegations that the Marks infringe on a third party's rights. Chapter shall take no action with respect to such allegations except with the prior written consent of Client.

7.3. Assistance. Chapter shall cooperate fully with Client to: (i) protect Client's rights in the Marks in the event of any legal or equitable action taken by Client, and (ii) defend against any legal or equitable action challenging Client's rights in the Marks. Chapter shall assist Client in complying with any

formalities to protect the Marks under U.S. or foreign law, such as registering the Marks, registering this Agreement, or recording Chapter as a registered user. Chapter shall execute any documents reasonably requested by Client, including but not limited to applications for recordation of Chapter as a registered user. Upon termination or expiration of this Agreement, Chapter shall execute any documents reasonably requested by Client to effect cancellation of any recordations made under this Section 7.3.

7.4. Press Releases and Public Statements. Each party shall obtain the other party's prior written consent before making any press release, official public statement, or other announcement concerning this Agreement via any web logs, news groups, mailing lists, or similar communications media.

7.5. Compliance with Law. At its sole expense, Chapter shall comply with all applicable laws and regulations, and shall obtain all appropriate government approvals pertaining to its use of the Marks.

8. Indemnification

8.1. By Chapter. Subject to Section 10 and except as to the matters as to which Client is required to indemnify Chapter under Section 8.2, Chapter shall indemnify, defend, and hold harmless Client and its officers, directors, members, agents, and assignees, from and against any and all claims, actions, suits, demands, losses, damages, judgments, settlements, costs, and expenses, including reasonable attorney's fees and expenses, and liabilities of every kind and character whatsoever resulting from (i) any breach by Chapter of its obligations under this Agreement; (ii) any claim arising from Chapter's use of the Marks, including but not limited to any claims arising under consumer protection, unfair competition, advertising, intellectual property, tort, privacy, or contract laws; or (iii) any other act or omission by Chapter, its officers, directors, members, and agents, whether in connection with this Agreement or otherwise. Client shall promptly notify Chapter after receiving a claim for which Client, or other indemnified person, shall seek indemnification.

8.2. By Client. Subject to Section 10 and except as to matters as to which Chapter is required to indemnify Client under Section 8.1, Client shall indemnify, defend, and hold harmless Chapter and its officers, directors, members, agents, and assignees, from and against any and all liabilities, claims, actions, suits, damages, and expenses, including reasonable attorney's fees and expenses, which Chapter is or becomes liable for or may incur solely by reason of Chapter's use, in accordance with the terms and conditions of this Agreement, of the Marks, to the extent that such liability arises through infringement of another's trademark rights, provided and only to the extent that (i) Chapter's alleged use of the Marks is not in breach of this Agreement; (ii) the claim was not caused by Chapter's gross negligence or willful misconduct; (iii) Chapter gives Client timely written notice of any such claim so as not to prejudice its settlement or defense; and (iv) Chapter gives Client the opportunity to assume sole control over and all necessary assistance with its settlement and defense.

9. Termination

9.1. Termination of Chapter Agreement. Upon termination or expiration of the Chapter Agreement, this Agreement shall automatically terminate without notice. The termination shall be effective upon the day that the Chapter Agreement terminates or expires.

9.2. Misuse, Confidentiality, and Attempted Assignment. If Chapter breaches any of its obligations under Sections 2.3, 4, 7.4, or 11.1 of this Agreement, Client may immediately terminate this Agreement by giving written notice to such effect. The termination shall be effective upon giving such notice.

9.3. Other Breach by Chapter. If Chapter breaches any of its duties or obligations under this Agreement, other than as set forth in Section 9.2, Client may provide Chapter with written notice of the breach. If Chapter fails to cure the breach within ten (10) days after receipt of such notice, Client may terminate this Agreement upon delivery to Chapter of a written notice to that effect, with the termination

effective upon delivery of such notice to Chapter. Client shall in its sole discretion determine whether the breach has been cured.

9.4. Dissolution and Insolvency. If Chapter (i) dissolves, liquidates, or ceases to engage in its operations, or (ii) commences any proceeding under any bankruptcy or insolvency law, including assignments for the benefit of creditors, formal or informal moratoria, compositions, extension generally with its creditors, or proceedings seeking reorganization, arrangement, appointment of a custodian, receiver, or trustee, or other relief, Client may immediately terminate this Agreement by giving written notice to such effect. The termination shall be effective upon giving such notice.

9.5. Reputational Harm. If Chapter engages in activity or markets any services or products or otherwise engages in conduct which, in Client's sole opinion, reflects materially and unfavorably upon the reputation of Client or subjects or could subject Client to public disrepute, Client may immediately terminate this Agreement by giving written notice to such effect. The termination shall be effective upon giving such notice.

9.6. Effect of Termination. Upon termination or expiration of this Agreement, Chapter shall discontinue immediately all use of the Marks, and all rights of Chapter under the licenses granted under this Agreement shall immediately, automatically, and without consideration terminate and revert to Client. Chapter shall return to Client any and all property belonging to or associated with Client.

9.7. Survival. The provisions of Sections 6, 8, 9, 10, and 11 shall survive termination of this Agreement regardless of the reason for termination.

10. Agreements Regarding Liability and Remedies

10.1. DAMAGES. NEITHER CLIENT NOR CHAPTER SHALL BE LIABLE TO THE OTHER FOR ANY INCIDENTAL, SPECIAL, CONSEQUENTIAL, EXEMPLARY, PUNITIVE, OR INDIRECT DAMAGES ARISING OUT OF OR OTHERWISE RELATED TO THIS AGREEMENT (INCLUDING BUT NOT LIMITED TO CLAIMS FOR LOSS OF REVENUE, LOSS OF PROFIT, OR LOSS OF USE) EVEN IF THE OTHER PARTY HAS BEEN APPRISED OF THE LIKELIHOOD OF SUCH DAMAGES.

10.2. Chapter Remedies and Claims. Chapter shall under no circumstance be entitled, directly or indirectly, to any form of compensation or indemnity from Client or to obtain an injunction, specific performance, or other equitable remedy as a consequence of the termination or expiration of this Agreement for any reason. Chapter waives any claims it may have against Client arising from any alleged goodwill created by Chapter for the benefit of Client or from the alleged creation or increase of a market for products, services, or other items bearing the Marks.

10.3. Client Liability. Client's total liability under this Agreement, under Section 8.2 or otherwise, shall not exceed \$[_____].

10.4. Client Remedies. Notwithstanding any other provision of this Agreement, Client shall have all the rights and remedies which it may have, at law or in equity, with respect to (i) the termination of this Agreement, (ii) the enforcement of all rights relating to the establishment, maintenance, or protection of the Marks, and (iii) damages or equitable relief in connection with breach of this Agreement by Chapter. Chapter acknowledges that its failure to use the Marks or to cease use of the Marks in accordance with this Agreement shall result in immediate and irreparable harm to Client, and understands that termination under Section 9 shall not be considered an exclusive remedy or in any way limit Client from enforcing other rights or remedies.

10.5. Attorney's Fees. In the event that any suit or action is instituted to enforce any provision in this Agreement, the prevailing party in such dispute shall be entitled to recover from the losing party all fees, costs, and expenses of enforcing any right of such prevailing party under or with respect to this Agreement, including but not limited to such reasonable fees and expenses of attorneys and accountants, which shall include without limitation all reasonable fees, costs, and expenses of appeals.

10.6. Governing Law. This Agreement shall be governed by and construed in accordance with the laws of the state of California, U.S.A., without regard to principles of conflicts of law.

10.7. SUBMISSION TO JURISDICTION. CHAPTER AND CLIENT CONSENT TO THE EXCLUSIVE JURISDICTION OF ANY STATE OR FEDERAL COURT LOCATED WITHIN THE CITY OF [____], CALIFORNIA, U.S.A., AND IRREVOCABLY AGREE THAT ALL ACTIONS OR PROCEEDINGS RELATING TO THIS AGREEMENT OR ANY RELATED MATTER SHALL BE LITIGATED IN THOSE COURTS. CHAPTER AND CLIENT EACH WAIVE ANY OBJECTION WHICH IT MAY HAVE BASED ON IMPROPER VENUE OR FORUM NON CONVENIENS TO THE CONDUCT OF ANY SUCH ACTION OR PROCEEDING IN ANY SUCH COURT. CHAPTER AND CLIENT EACH WAIVE PERSONAL SERVICE OF ANY AND ALL PROCESS UPON IT, AND CONSENT TO SERVICE OF PROCESS MADE IN THE MANNER DESCRIBED IN SECTION 11.11. NOTHING CONTAINED IN THIS SECTION 10.7 SHALL AFFECT THE RIGHT OF EITHER CHAPTER OR CLIENT TO SERVE LEGAL PROCESS ON THE OTHER IN ANY OTHER MANNER PERMITTED BY LAW.

10.8. English Language. Chapter and Client confirm that it is their understanding that this Agreement, as well as all other documents relating to the relationship contemplated by this Agreement, including notices, be written in the English language only. This Agreement as presently written in the English language shall be interpreted and the rights of Chapter and Client shall be determined by the English text only. Should this Agreement be translated into a language other than English, the English version shall remain controlling and shall prevail on questions of interpretation or otherwise.

11. Other Provisions

11.1. Assignment by Chapter. Chapter shall not assign its rights or delegate its duties under this Agreement without Client's prior written consent, which consent may be granted or withheld in Client's sole discretion. Any attempted assignment by Chapter without Client's prior written consent shall be null and void.

11.2. Assignment by Client. Client may assign or transfer its interest in this Agreement, sell or otherwise transfer the Marks to a third party, or engage in any merger, consolidation, sale of assets, reorganization, or other transaction, without consent of or notice to Chapter.

11.3. Relationship of Parties. The relationship of Client and Chapter under this Agreement is that of independent contracting parties. Neither Client nor Chapter shall be deemed to be an employee, agent, partner, or legal representative of the other for any purpose and neither shall have any right, power, or authority to create any obligation or responsibility on behalf of the other.

11.4. Entire Agreement. This Agreement, including the Exhibits, and together with the concurrently-signed Chapter Agreement, contains the entire agreement of Client and Chapter and supersedes all prior or contemporaneous communications, representations, understandings, and agreements, either oral or written, relating to the subject matter of this Agreement.

11.5. Understanding. It is understood and agreed that neither Chapter nor Client shall be, as a result of entry into or performance under this Agreement, obligated to renew or extend this Agreement or relationship in any respect, or to negotiate any such renewal or extension, or, on the part of Client, to offer a "first right of negotiation" or "right of refusal" for a renewed or new license, or to engage in any other transaction or relationship.

11.6. Amendment. This Agreement may not be amended except by a written instrument signed by both Chapter and Client which states that it is an amendment to this Agreement.

11.7. Waiver. Any waiver of the provisions of this Agreement or of the parties' rights or remedies under this Agreement must be in writing and signed by an officer of the waiving party to be effective. Failure, neglect, or delay by a party at any time to enforce the provisions of this Agreement or the parties' rights or remedies shall not be construed as a waiver of such party's rights, powers, or

remedies under this Agreement. Waiver of any breach or provision of this Agreement shall not be considered a waiver of any later breach or of the right to enforce any provision of this Agreement.

11.8. Severability. If any provision of this Agreement is held illegal, invalid, or unenforceable, all other provisions of this Agreement shall nevertheless be effective, and the illegal, invalid, or unenforceable provision shall be considered modified such that it is valid to the maximum extent permitted by law.

11.9. No Presumption Against Drafter. This Agreement shall be construed without regard to any presumption or rule requiring construction against the party drafting the Agreement.

11.10. Taxes. Each party shall bear its own income and other taxes in connection with the transactions described in the Agreement.

11.11. Notices. Notices, approval, and consent under this Agreement shall be in writing and shall be delivered by mail, courier, fax, or email to the addresses set out on the signature page of this Agreement. Notices given in the manner provided by this Section 11.11 shall be considered effective two (2) days after deposit in the mail, or the next business day if delivered by courier, fax, or email. The addresses to which notices are to be given may be changed from time to time by notice delivered as provided above.

11.12. Counterparts. This Agreement may be executed in counterparts, each of which so executed shall be deemed to be an original. Such counterparts together shall constitute one and the same Agreement.

* * * * *

IN WITNESS WHEREOF, Client and Chapter have executed this Agreement as of the date first written above.

[CLIENT]:

[CHAPTER]:

By: _____

By: _____

Name: _____

Name: _____

Title: _____

Title: _____

Address: _____

Address: _____

Telephone Number: _____

Telephone Number: _____

Fax Number: _____

Fax Number: _____

Email Address: _____

Email Address: _____

Exhibits

Exhibit A: Chapter Marks
Exhibit B: Project Marks
Exhibit C: Trademark Use Guidelines

Exhibit A

Chapter Marks

Exhibit B

Project Marks

Exhibit C

Trademark Use Guidelines

Compliance with the preceding guidelines shall not be construed as full compliance with this Agreement. Client may, in its sole discretion, determine that a particular use or practice, not expressly proscribed by these guidelines, is a breach of Section 4 of this Agreement.