

Sample Trademark Licensing Provisions

1. Trademarks

1.1 Trademark License

Client grants to _____ a non-transferable, non-exclusive, non-sublicenseable, revocable license to use, copy, and display the marks set out in Exhibit __ (“Marks”) for the limited purpose of [carrying out the Project]. Client may modify, add, or delete the Marks in its sole discretion by providing _____ an updated copy of Exhibit __.

1.2 Use of the Marks

_____ may use the Marks on correspondence, documents, websites, clothing, outreach materials, and fundraising materials of any kind in connection with carrying out the Project. All such uses will be in a manner consistent with and incidental to the operation of the Project by _____. _____ will comply with the trademark guidelines set out in Exhibit __ and any other guidelines that Client may establish. _____ will not combine the Marks with any other trademark, word, symbol, letter, design, or mark, without Client’s prior written consent.

1.3 Ownership of Marks

_____ acknowledges that (a) it has no interest in the Marks other than the license granted under this Agreement, (b) Client will remain the sole and exclusive owner of all right, title, and interest in the Marks, and (c) any and all goodwill the Marks will inure to Client. _____ will not directly or indirectly contest this ownership or the validity of the Marks. Nothing in this Agreement confers on _____ any right, title, or interest in the Marks other than the limited rights of use set out in this Agreement.

1.4 Quality Standards and Quality Control

_____ understands and agrees that it must, at all times, [carry out the Project] in a manner consistent with the high standing, reputation, and goodwill of the Marks and of Client, and with the goals and values embodied within the [Project] Agreement. As such, and as contemplated by this Agreement, Client may monitor the quality and manner in which _____ [operates the Project] and uses the Marks. _____ will take such steps as Client reasonably requests with such monitoring, and acknowledges that Client may take any action it considers necessary to ensure that _____’s activities in [carrying out the Project] are consistent with the reputation for quality associated with the Marks and Client.

1.5 Management of Brand; No Disparagement

Client will be solely responsible for managing the Client brand and quality control at a national level. Client may require _____ to take or refrain from taking such actions as Client determines in its sole discretion are necessary to protect the [Client] brand. _____ will not use the Marks in a manner that is disparaging to or that could otherwise harm the goodwill associated with the Marks, or in any manner that suggests or implies a relationship between _____ and Client other than the relationship established by this Agreement.