

## LICENSE AGREEMENT

This Agreement is entered into by and between America's Promise—The Alliance for Youth (“APA”), a Maryland Non-profit Corporation with a place of business at 909 N Washington Street, Suite 400, Alexandria, VA 22314-1556 (hereinafter “Licensor” or “APA”) and \_\_\_\_\_ with a place of business at \_\_\_\_\_ (hereinafter “Licensee”) effective as of the last date written below.

WHEREAS Licensor is the Owner of the U.S. Trademark Application Serial No. 78/643138 for the mark 100 BEST COMMUNITIES FOR YOUNG PEOPLE for use in connection with “Arranging and conducting competitions for the purpose of recognizing local communities for innovative and successful work they are doing to help children and youth succeed” (hereinafter the “Mark”)

WHEREAS Licensee is qualified to and desires to use the Mark in connection with promoting its selection as one of the 100 BEST for 2008 and wishes to obtain a license for such use of the Mark.

NOW, THEREFORE, in consideration of the premises and of the mutual undertakings and obligations of the parties hereinafter set forth, the parties hereto do hereby agree as follows:

### **1. Grant**

The APA grants the Licensee a non-exclusive, non-assignable and nontransferable license to use and display the Mark as described under “Use of Mark” below.

The Licensee agrees to use the Mark only as set forth in this Agreement. The Licensor will provide the winning community with a version of this Mark, refer to attached sample. Nothing in this Agreement will give the Licensee any right to the Mark beyond the right granted in this Agreement.

### **2. Use of Mark**

#### **A. Placement**

Licensee may display the Mark in transient advertising and solicitations, to include newspaper advertisements, periodicals, billboards, posters, direct mail appeals, flyers and television, in annual reports and letterhead, business cards and decals, or other promotion materials (hereinafter “advertising and solicitations”). Licensee may install the Mark anywhere on their primary World Wide Web site, on web sites and in email (hereinafter “website displays”) provided the Mark clicks to a 100 BEST Communities for Young People section of the AmericasPromise.org website as described below. All uses must be consistent with the intended uses described in this agreement.

## **B. Mark Usage Specifications**

Upon Licensee's signing of this Agreement, APA will provide Licensee with a digital version of the Mark as well as specifications for usage for the Licensee to use in non-electronic media. APA will also provide Licensee with access information to digital versions of the Mark for the Licensee to download and install in electronic media. The Licensee may not modify or change the specified PMS Colors used in the Mark as follows: PMS 130/Yellow, PMS 185/Red, and PMS 2735/Blue. The Mark should appear in the four PMS (or PROCESS equivalent) colors specified or Black and White (Greyscale). No other color or tint combinations are acceptable.

## **C. Restrictions**

The Mark cannot be used in for-profit commercial ventures, such as affinity cards (for example, Visa/Mastercard). Such commercial ventures violate this agreement and can result in the decision to curtail the winning community's further use of the Mark.

The Agreement does not authorize the Licensee to alter the Mark in any way or to use it in a manner which would reflect poorly on APA or the community.

The Mark must be used as designed and must include the year in which the LICENSEE was selected as one of the 100 BEST COMMUNITIES FOR YOUNG PEOPLE by APA. APA has the right to void the License Agreement if Licensee is found to have modified or broken-up components within the Mark live area.

## **D. Inspection**

LICENSEE shall supply LICENSOR with a sample of any advertising and solicitations, and samples of any website display in which the MARK will appear prior to their use and/or distribution to the public. LICENSEE further agrees to supply LICENSOR with samples of any changes in the use or appearance of the MARK in connection with the advertisements or solicitations or website displays already approved by Licensor prior to their use or distribution to the public. LICENSEE acknowledges LICENSOR's right to review and disallow any and all advertising and/or promotional materials bearing the MARKS before and after publication and distribution.

LICENSEE agrees not to use or distribute to the public any proposed advertising and solicitations or website displays bearing the MARK or any previously approved advertising and solicitations or website displays with changes in the use or appearance of the MARK until the LICENSOR approves the advertising and solicitations or website displays. LICENSOR's approval of the advertising and solicitations or website displays shall be in its reasonable discretion and shall not be unreasonably withheld.

### **3. Ownership of Marks**

LICENSEE acknowledges and agrees that the MARK and the goodwill associated therewith are the sole and exclusive property of the LICENSOR and that all use of the MARKS by LICENSEE shall inure to the benefit of and be on behalf of LICENSOR. LICENSEE further acknowledges and agrees that nothing in this Agreement shall give LICENSEE any rights, title, or interest in and to the MARKS other than the right use the MARKS in accordance with this Agreement. LICENSEE will not at any time do, or knowingly permit to be done, any acts or things which would or could affect the validity of the MARKS.

### **4. Licensee Responsibilities**

Upon request, Licensee agrees to provide APA with information on where the MARK will appear including the uniform resource locators (URL) where Licensee will display the Mark online. If the URL changes, the Licensee will notify APA of the new URL and of the URL of the web site that will no longer display the logo, if appropriate.

### **5. APA Responsibilities**

APA will maintain the technology to ensure that the online Mark clicks to a 100 Best Communities for Young People section of the AmericasPromise.org web site.

### **6. Term, Suspension and Termination**

#### **A. Term**

The license is for a term of five years commencing on the date the license is executed by APA. The term of the License is renewable with the written consent of LICENSOR.

#### **B. Suspension and Termination**

This Agreement and the license may be suspended by APA in its sole discretion if there are substantial questions raised regarding the Licensee's use of the Mark or the appropriateness of the Mark given previously unanticipated circumstances, particularly as they relate to the well-being of the communities' youth. APA may terminate this Agreement upon ten days notice if licensee violates any terms of the Agreement, is declared insolvent or bankrupt, or in any way conducts themselves in a manner inconsistent with the objectives of the 100 BEST COMMUNITIES FOR YOUNG PEOPLE and detrimental to the communities' young.

### **C. Responsibilities upon Suspension and Termination**

The Licensee agrees to remove the MARK immediately from all electronic media, to discard promptly all materials bearing the MARK, and cease future use of the MARK.

#### **7. Indemnification**

The Licensee agrees to indemnify and hold APA harmless against any loss, damage or expense, including reasonable attorney's fees, arising out of any third party claim alleging misuse by Licensee, or of any violation of the terms and conditions of this Agreement.

#### **8. Policing**

Licensor agrees that it will police infringements of the Licensed Mark that are brought to its attention. Licensee agrees that it will cooperate with Licensor in preventing, enjoining, or prosecuting any infringements of the Licensed Mark. If Licensor elects not to bring action against any alleged infringer of the Licensed Mark, Licensee shall have the right to initiate infringement proceedings at its own expense, in its name and that of the Licensor. Licensor agrees that it will cooperate with Licensee in any such suit, in any reasonable manner requested by Licensee, at Licensee's expense.

#### **9. Limitation of Liability**

Licensee agrees that it will not sue APA for monetary damages on any matter concerning this Agreement.

#### **10. Entire Agreement/Modifications**

This agreement is not valid until countersigned by an authorized representative of APA. APA may modify this Agreement from time to time. APA shall provide written notice of any modification to Licensee and Licensee shall be deemed to have consented to the modification if Licensee continues to use the Mark following receipt of the notice.

**LICENSEE (Organization):**

\_\_\_\_\_

**Name of License Contact:** \_\_\_\_\_

**Title:** \_\_\_\_\_

**Street Address:** \_\_\_\_\_

\_\_\_\_\_

**City:** \_\_\_\_\_ **State** \_\_\_\_\_ **Zip:** \_\_\_\_\_

**Email:** \_\_\_\_\_

**Website:** \_\_\_\_\_

**Phone No.:** \_\_\_\_\_ **Facsimile No:** \_\_\_\_\_

**Signature:** \_\_\_\_\_ **Date:** \_\_\_\_\_

**America's Promise—The Alliance for Youth**

**909 N Washington Street, Suite 400**

**Alexandria, VA 22314**

**Name:** \_\_\_\_\_

**Title:** \_\_\_\_\_

**Email:** \_\_\_\_\_

**Phone No.:** \_\_\_\_\_ **Facsimile No:** \_\_\_\_\_

**Signature:** \_\_\_\_\_ **Date:** \_\_\_\_\_