

LICENSE AGREEMENT

This Agreement is between the BBB Wise Giving Alliance_{sm} (BBB WGA) and _____ (National Charity).

The BBB WGA is an affiliate of the Council of Better Business Bureaus, Inc. (the Council), owner of various trademarks, including “BBB,” “Better Business Bureau,” the “BBB torch logo” and a national charity seal (“Seal”). BBB WGA evaluates national charities for compliance with its comprehensive accountability standards and is authorized to license the Seal, designed to assist donors in making informed giving decisions, to national charities that meet those standards. National Charity is qualified for the Seal, seeks a license to use the Seal and accordingly agrees to the following terms and conditions:

1. Definitions.

- A. *Seal* means the trademark owned by the Council and as it may be modified from time to time.
- B. *Standards* means the current BBB WGA *Standards for Charity Accountability* and as they may be modified from time to time.

2. Grant.

- A. The BBB WGA grants National Charity, except for affiliates not evaluated by BBB WGA, a nonexclusive, non-assignable and nontransferable license to use and display the Seal as described in Paragraph 3.
- B. National Charity agrees to use the Seal only as set forth in this Agreement. Nothing in this Agreement, or in National Charity’s use of the Seal, will give National Charity any right in the Seal, or in any similar marks, beyond the right granted in this Agreement.

3. Use of Seal.

- A. **Placement.** National Charity may display the Seal in transient advertising and solicitations, to include newspaper advertisements, periodicals, billboards, posters, direct mail appeals, flyers and television, and in annual reports and letterhead. National Charity may also install the Seal anywhere on National Charity’s primary World Wide Web site, on web sites where National Charity advertises and in email provided the Seal clicks to a participation confirmation page as described in Paragraph 5 below. The Seal may not be used in telephone directories, permanent handbooks and manuals, on promotional items or in any other medium other than those specifically authorized by this Agreement.
- B. **Size.** Upon National Charity’s signing of this Agreement, BBB WGA will provide National Charity with a digital version of the seal in specified sizes for the national charity to use in non-electronic media. BBB WGA will also provide National Charity with access information to digital versions of the seal in specified sizes for National Charity to download and install in electronic media, including the World Wide Web and email. National Charity must receive prior written permission from BBB WGA to use the Seal in a size

other than those provided. National Charity may not vary the color of the Seal on the World Wide Web or in email, however, National Charity may use a black and white Seal in transient advertising and solicitations, annual reports and letterhead.

- C. Restrictions.** Reference to the Seal, to meeting Standards, to the Better Business Bureaus, or to BBB WGA in print (including contracts) or in any electronic media is prohibited without prior approval of BBB WGA. National Charity may, however, issue press release(s) about its qualification for the Seal provided the press release(s) receives approval of the BBB WGA prior to its dissemination.

4. Charity Responsibilities.

- A.** National Charity agrees that it will continue to meet Standards throughout the term of this Agreement.
- B.** National Charity agrees to provide BBB WGA with the uniform resource locators where National Charity shall display the Seal. If the URL changes, National Charity must notify BBB WGA of the new URL and of the URL of the web site that will no longer displays the logo, if appropriate.
- C.** National Charity agrees to provide BBB WGA with samples of use of the Seal upon BBB WGA request.
- D.** National Charity agrees to furnish BBB WGA upon its request and within the time requested such information as may be needed to determine National Charity's continued compliance with all Standards, and to provide, within the time requested, an updated questionnaire used periodically to determine compliance with Standards.

5. BBB WGA Responsibilities.

BBB WGA will maintain the technology to ensure the Seal clicks to a confirmation page. The confirmation page shall be located on BBB WGA's web site. From the confirmation page, users may click directly to the National Charity's BBB WGA report.

6. Fees.

National Charity agrees to pay the annual Seal license fee prescribed by BBB WGA's Board. The fee shall be due and payable within thirty days of receipt of invoice. See www.bbb.org/us/Charity-Seal-Program/Fees/ for the current fee schedule, which may be annually modified. Fees are non-refundable unless BBB WGA terminates this Agreement under Paragraph 7D.

7. Term, Suspension and Termination.

- A. Term.** This Agreement remains in effect unless terminated as provided herein so long as the annual license fee is timely paid.
- B. Suspension.** This Agreement and the license hereunder may be suspended by BBB-WGA in its sole discretion if (i) National Charity fails to provide BBB WGA within the required time the information that BBB WGA may request any time to verify National Charity's continuing compliance with Standards; or if (2) National Charity fails to return within the time requested a completed questionnaire required for periodic compliance evaluations. This Agreement may also be suspended if, after receiving such information or questionnaire,

BBB WGA determines, in its sole discretion that there are substantial questions raised regarding National Charity's compliance with Standards, and that BBB WGA needs further time to determine such compliance.

- C. Termination by BBB WGA for cause.** BBB WGA may terminate this Agreement if (i) BBB WGA determines at any time that National Charity fails to meet all Standards; (ii) if National Charity violates any other term of this Agreement; (iii) if National Charity is declared insolvent or bankrupt; (iv) if National Charity merges with another charity; or (v) if BBB WGA determines that National Charity and/or its principals engaged in activities that reflect unfavorably on or otherwise adversely affect the public image of BBB WGA. BBB WGA will provide any termination notice in writing and will deliver it by facsimile and/or regular or electronic mail to National Charity's address set forth below.
- D. By BBB WGA.** BBB WGA may terminate this Agreement on 30 days' written notice if BBB WGA discontinues licensing the Seal for any reason.
- E. By National Charity.** National Charity may terminate this Agreement by written notice to BBB WGA delivered by facsimile and/or regular or electronic mail to the address set forth below.
- F. Responsibilities upon Termination.** If either Party terminates this Agreement, National Charity agrees to remove the Seal immediately from all electronic media, to discard promptly all materials bearing the Seal, and cease future use of the Seal. BBB WGA will reflect National Charity's termination on the Seal's World Wide Web confirmation pages until National Charity removes the Seal from all places where used on the World Wide Web.

8. Representations and Warranties.

- A.** Each Party represents and warrants that (i) it has the necessary power and authority to enter into this Agreement and perform its obligations hereunder; and (ii) its web site(s) do not infringe any third party intellectual property rights or otherwise violate any applicable laws or regulations.
- B.** National Charity warrants that it is registered to solicit for charitable contributions with state and local governmental authorities wherever National Charity engages in charitable solicitations if such registration is required.
- C.** National Charity warrants that it (i) is a 501(c)(3) tax-exempt organization; and (ii) has been in business for two years or more.

9. Indemnification. National Charity agrees to indemnify and hold the Council and BBB WGA harmless against any loss, damage or expense, including reasonable attorney's fees, arising out of any third party claim alleging misuse by National Charity of the Seal, or of any violation of the terms and conditions of this Agreement. National Charity also agrees to indemnify and hold the Council and BBB WGA harmless against any loss, damage or expense, including reasonable attorney's fees, with respect to all third party claims of any fundraising in connection with National Charity's service(s) or charitable solicitations.

10. Limitation of Liability. National Charity agrees it will not sue the Council or BBB WGA for monetary damages on any matter concerning this Agreement.

11. Notices. Any written notice required or permitted to be delivered pursuant to this Agreement shall be in writing, shall be sent to the addresses below and shall be deemed delivered: (i) upon delivery if delivered in person; (ii) three (3) business days after deposit in the United States mail, registered or certified mail, return receipt requested, postage prepaid; (iii) upon transmission if sent via telecopier and the sender has a confirmation of successful transmission; (iv) one (1) business day after deposit with a national overnight courier; or (v) upon transmission if sent via e-mail and the sender has received a verification of receipt.

12. Assignment. The Parties agree this Agreement is non-assignable by either Party to any third party under any circumstances, including but not limited to merger, acquisition, sale or transfer by operation of law or otherwise. National Charity understands that, if it is merged, acquired or consolidated with another charity, it must inform the BBB WGA of this, and the new charity must qualify again for the Seal.

13. Relationship of Parties.

- A.** National Charity is not, and shall not represent itself as an agent, representative, partner, subsidiary, joint venturer, or employee of the Council or BBB WGA, nor can National Charity represent that it has any authority to bind or obligate the Council or BBB WGA in any manner or in any thing.
- B.** Nothing in this Agreement, or in the use of the Seal itself, shall confer any endorsement or approval of National Charity by BBB WGA. The Seal is intended only to convey that National Charity meets Standards.

14. Entire Agreement/Modifications.

This Agreement embodies the whole agreement between the Parties and supersedes any prior Agreements, understandings and obligations between the Parties. BBB WGA may modify this Agreement from time to time. BBB WGA shall provide written notice of any modification to National Charity, and National Charity shall be deemed to have consented to the modification if National Charity continues to use the Seal following receipt of such notice.

National Charity:

Street Address:

City: _____ State: _____ Zip Code: _____

Email: _____ Website: _____

Name of National Charity Contact: _____

Title: _____

Phone : _____

Fax: _____

E-mail: _____

Name of Contract Signatory: _____

Title: _____

Signature: _____ Date: _____

Art Taylor
President and CEO
ataylor@council.bbb.org
703.247.9334

Signature: _____ Date: _____

BBB Wise Giving Alliance
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