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## NATIONAL/REGIONAL CHAPTER LICENSE AGREEMENT

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This Agreement is between the **(CCLP WORLDWIDE)** and

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*(National/Regional Chapter)*

It is acknowledged that the names, "CCLP WORLDWIDE," and related designs, including the CCLP WORLDWIDE logo, and education charter International Logo are the exclusive property of the international Council, and the National Chapter's use of such names and designs is pursuant to this license agreement between the National Chapter and the international Council.

It is further acknowledged that no individual or organization may utilize the names, "World Council of Non-Governmental Organizations," "World Council of NGOs," and "CCLP WORLDWIDE," in its name, or use the logo, without affiliation with the international Council.

### **1. Definitions.**

- A. In this Agreement, name refers to "CCLP WORLDWIDE."
- B. In this Agreement, logo refers to the CCLP WORLDWIDE and Education Charter International logo.
- C. In this Agreement, Bylaws are the current governing bylaws of the CCLP WORLDWIDE.
- D. In the Agreement, National Chapter is a chapter formed, according to CCLP WORLDWIDE's Bylaws, of CCLP WORLDWIDE members residing in the same country.

### **2. Grant.**

- A. CCLP WORLDWIDE grants the National Chapter a nonexclusive, non-assignable, and nontransferable license to use and display the name and logo. CCLP WORLDWIDE will confirm the approved use of the National Chapter's use of name and logo on the CCLP WORLDWIDE website.
- B. The National Chapter agrees to use the name and logo only as set forth in this Agreement. Nothing in this Agreement, or in the National Chapter's use of the name and logo, will give the National Chapter any rights in the use and display of the name and logo, or in any similar marks, beyond the rights granted in this Agreement.

### **3. Use of Name.**

- A. Placement. The name, in oral or printed form, is to be used solely with regards to activities, projects, and efforts that comply with the mission, purposes, objectives, founding principles and By-Laws of the CCLP WORLDWIDE. The National Chapter may use the name and display the logo in transient advertising and solicitations, to include newspaper advertisements, periodicals, billboards, posters, direct mail appeals, flyers, television and telephone directories, and in annual reports and letterhead. The National Chapter may also install the name and logo anywhere on the National Chapter's primary World Wide Web site, on web sites where the National Chapter advertises and in email. The name and logo may not be used in permanent handbooks and manuals, on promotional items or in any other medium other than those specifically authorized by this Agreement.
- B. Size. Upon the National Chapter's signing of this Agreement, CCLP WORLDWIDE will provide the National Chapter with a digital version of the logo in specified sizes for the National Chapter to use in non-electronic media. The National Chapter may not vary the color of the logo on the World Wide Web or in email; however, the National Chapter may use a black and white logo in transient advertising and solicitations, annual reports and letterhead.

### **4. Chapter Responsibilities.**

- A. The National Chapter agrees to keep all contact information (address, telephone & fax numbers) for receiving official notices current with the CCLP WORLDWIDE international headquarters.
- B. The National Chapter agrees that it will continue to comply with the Bylaws throughout the term of this Agreement.

C. The National Chapter agrees to provide CCLP WORLDWIDE with samples of the use of name and logo upon CCLP WORLDWIDE's request.

D. The National Chapter agrees to furnish CCLP WORLDWIDE, upon its request and within the time requested such information as may be needed to determine the National Chapter's continued compliance with the Bylaws.

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

A. Term. This Agreement remains in effect unless terminated as provided herein.

B. Suspension. This Agreement and the license hereunder may be suspended by CCLP WORLDWIDE in its sole discretion if the National Chapter fails to provide CCLP WORLDWIDE within the required time the information that CCLP WORLDWIDE may request any time to verify the National Chapter's continuing compliance with the Bylaws. This Agreement may also be suspended if, after receiving such information, CCLP WORLDWIDE determines, in its sole discretion that there are substantial questions raised regarding the National Chapter's compliance with the Bylaws, and that CCLP WORLDWIDE needs further time to determine such compliance.

C. Termination by CCLP WORLDWIDE for cause. CCLP WORLDWIDE may terminate this Agreement if (1) CCLP WORLDWIDE determines at any time that the National Chapter fails to meet all the Bylaws; (2) if the National Chapter violates any other term of this Agreement; (3) if the National Chapter is declared insolvent; (4) if the National Chapter merges with another organization or Council; or (5) if the National Chapter is suspended or terminated by CCLP WORLDWIDE. CCLP WORLDWIDE will provide any termination notice in writing and will deliver it by facsimile and/or regular or electronic mail to the National Chapter's address set forth below (6)if country ambassador of CCLP worldwide cancel the validity of National Chapter.

D. By CCLP WORLDWIDE. CCLP WORLDWIDE may terminate this Agreement on 30 days' written notice if CCLP WORLDWIDE discontinues licensing the name for any reason.

E. By the National Chapter. The National Chapter may terminate this Agreement by written notice to CCLP WORLDWIDE delivered by facsimile and/or regular or electronic mail to the address set forth below. CCLP WORLDWIDE must acknowledge the receipt of the written notice for this Agreement to be terminated.

F. Responsibilities upon Termination. If either Party terminates this Agreement, the National Chapter agrees to remove the name immediately from all electronic mail, to discard promptly all materials bearing the name, and cease future use of the name. CCLP WORLDWIDE will reflect the National Chapter's termination on the CCLP WORLDWIDE website until the National Chapter removes the name from all places where used on the World Wide Web.

## **6. Representations and Warranties.**

A. Each Party represents and warrants that (1) it has the necessary power and authority to enter into this Agreement and perform its obligations hereunder; and (2) the use of the name and logo in the nation does not infringe on any third party intellectual property rights or otherwise violate any applicable laws or regulations.

B. The National Chapter warrants that it is registered to solicit for charitable contributions with local, state and national government authorities wherever the National Chapter engages in charitable solicitations if such registration is required.

## **7. Indemnification.**

A. The National Chapter agrees to indemnify and hold the International Council and CCLP WORLDWIDE harmless against any loss, damage or expense, including reasonable attorney's fees, arising out of any third party claim alleging misuse by the National Chapter use of the name, or of any violation of the terms and conditions of this Agreement. The National Chapter also agrees to indemnify and hold the International Council and CCLP WORLDWIDE 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 the National Chapter's service(s) or charitable solicitations.

## **8. Limitation of Liability.**

The National Chapter agrees it will not sue the International Council or CCLP WORLDWIDE for monetary damages on any matter concerning this Agreement.

## **9. Assignment.**

CCLP WORLDWIDE and the National Chapter 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. The National Chapter understands that, if it is merged, acquired or consolidated with another organization or Council, it must inform CCLP WORLDWIDE of this, and the new organization or Council must re-qualify for the license to use the CCLP WORLDWIDE name and logo.

**10. Relationship of Parties.**

A. The National Chapter is not, and shall not represent itself as an agent, representative, partner, subsidiary, joint venturer, or employee of the International Council or CCLP WORLDWIDE, nor can the National Chapter represent that it has any authority to bind or obligate the Council or CCLP WORLDWIDE in any manner or in any thing.

B. Nothing in this Agreement, or in the use of the name itself, shall confer any endorsement or approval of the activities of the National Chapter by CCLP WORLDWIDE. The name is intended only to convey that the National Chapter meets the Bylaws as a National Chapter.

**11. Entire Agreement/Modifications.**

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

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National Chapter

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Street Address

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City \_\_\_\_\_ State \_\_\_\_\_ Zip Code \_\_\_\_\_

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Country \_\_\_\_\_

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Email \_\_\_\_\_ Website \_\_\_\_\_

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Name of National Chapter Contact \_\_\_\_\_

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Title \_\_\_\_\_

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Phone \_\_\_\_\_ Fax \_\_\_\_\_

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Email \_\_\_\_\_

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Name of Agreement Signatory \_\_\_\_\_

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Title \_\_\_\_\_

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Signature \_\_\_\_\_ Date \_\_\_\_\_

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Name \_\_\_\_\_

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Title \_\_\_\_\_

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Phone \_\_\_\_\_ Fax \_\_\_\_\_

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Email \_\_\_\_\_

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Signature \_\_\_\_\_ Date \_\_\_\_\_