

LICENSE AGREEMENT

This agreement is between the BBB Wise Giving Alliance (BBB WGA) and _____ (Charity).

The BBB WGA is licensed by the International Association of Better Business Bureaus (IABBB) to use various trademarks including: "BBB", "Better Business Bureau," "the BBB torch logo" and a national charity seal ("Seal"). BBB WGA evaluates charities for compliance with its holistic accountability Standards and is authorized to license the Seal, which is designed to assist donors in making informed giving decisions, to charities that meet those Standards. 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 charity seal trademark, owned by IABBB. The Seal may be modified from time to time.
- B. *Standards* means the current BBB WGA *Standards for Charity Accountability*. Standards may be modified from time to time.

2. Grant.

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

3. Use of Seal.

- A. **Placement.** Charity may display the Seal in transient advertising and solicitations, including: newspaper advertisements, periodicals, billboards, social media, posters, direct mail appeals, flyers, television, and in annual reports, e-mail signatures, and letterhead. Charity may also install the Seal anywhere on Charity's primary website, on websites where Charity advertises and in emails, provided the Seal clicks to Charity's report on give.org as described in Paragraph 5 below. The Seal may not be used in permanent handbooks and manuals, on promotional items, or in any other medium other than those specifically authorized by the Agreement.
- B. **Size.** Upon Charity's signing of this Agreement, BBB WGA will provide Charity with digital versions of the seal in a variety of formats for use in print and digital media. Charity may not vary the color of the Seal, but may use a black and white Seal provided by BBB WGA.
- C. **Restrictions.** References to the Seal, to meeting Standards, to the Better Business Bureau(s), or to BBB is prohibited without approval of BBB WGA via this agreement.

4. Charity Responsibilities

- A. Charity agrees that it will continue to meet Standards throughout the term of this Agreement.
- B. Charity agrees to provide BBB WGA with sample uses of the Seal upon BBB WGA's request.
- C. Charity agrees to furnish BBB WGA, upon its request and within the time requested, such information as may be needed to determine 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 links to Charity's report on give.org.

6. Fees.

Charity agrees to pay the annual Seal license fee prescribed by BBB WGA. The fee shall be due and payable within thirty days of receipt invoice. See <http://www.give.org/forcharities/about-charity-seal-licensing/charity-seal-license-fee-schedule/> for the current fee schedule, which may be annually modified. Fees are non-refundable unless BBB WGA terminates 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 paid within a 90-day period.

B. Suspension. This Agreement and the license hereunder may be suspended by BBB WGA in its sole discretion if: (i) Charity fails to provide BBB WGA, within the required time, the information that BBB WGA may request any time to verify Charity's continuing compliance with Standards.; or (ii) 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 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 Charity fails to meet all Standards; (ii) Charity violates any other term of this Agreement; (iii) Charity is declared insolvent or bankrupt; (iv) Charity merges with another charity; or (v) BBB WGA determines that Charity and/or its principals engaged in activities that reflect unfavorably on or otherwise adversely affects the public image of BBB WGA. BBB WGA will provide any termination notice in writing and will deliver it by certified mail and/or email to Charity's address(es) set forth below.

D. Other Termination 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. Termination by Charity. Charity may terminate this Agreement by written notice to BBB WGA delivered by regular mail or e-mail to the address(es) set forth below.

F. Responsibilities upon Termination. If either Party terminates this Agreement, Charity agrees to remove the Seal immediately from all electronic media, to discard and promptly destroy all printed materials bearing the Seal, and cease all future use of the Seal. BBB WGA will remove the Charity Seal logo from Charity's report on give.org.

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 website(s) do not infringe any third party's intellectual property rights or otherwise violate any applicable laws or regulations.

B. Charity warrants that it is registered to solicit for charitable contributions with state and local government authorities wherever Charity engages in charitable solicitations, if such registrations are required.

- C. Charity warrants that it: (i) is a 501(c)(3) tax-exempt organization or other entity soliciting for charitable purposes; and (ii) has been in business for two years or more.
9. **Indemnification.** Charity agrees to indemnify and hold IABBB 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 Charity of the Seal, or of any violation of the terms and conditions of this Agreement. Charity also agrees to indemnify and hold IABBB and BBB WGA harmless against any loss, damage or expenses, including reasonable attorney's fees, with respect to all third party claims of illegal or fraudulent fundraising.
10. **Limitation of Liability.** Charity agrees it will not sue IABBB 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, 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) one (1) business day after deposit with a national overnight courier; or (iv) 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. 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 the Parties.**
- A. Charity is not, and shall not represent itself as an agent, representative, partner, subsidiary, joint venture, or employee of IABBB or BBB WGA, nor can Charity represent that it has any authority to bind or obligate IABBB 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 Charity by IABBB or BBB WGA. The Seal is intended only to convey that 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 Charity, and Charity shall be deemed to have consented to the modification if Charity continues to use the Seal following receipt of such notice.

Charity Name: _____

Mailing Address:

City: _____ **State:** _____ **Zip Code:** _____

General E-mail Address: _____

Website: _____

Name of National Charity Contact for invoicing and general communications about the Charity Seal program: _____

Title: _____

Phone: _____

E-mail: _____

Secondary Contact: _____

Title: _____

Phone: _____

E-mail: _____

Name of Contract Signatory: _____

Title: _____

Signature: _____ **Date:** _____

Art Taylor, President and CEO Date ataylor@give.org
703.247.9334

**BBB Wise Giving Alliance
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