



NATIONAL CHILDREN'S ALLIANCE®

License Agreement

THIS LICENSE AGREEMENT ("Agreement") is made as of January 26, 2020, by and between National Children's Alliance, an Alabama not-for-profit organization having its principal place of business at 516 C Street NE, Washington, DC (hereinafter "NCA" or "Licensor") and Broward County, Florida, on behalf of its Nancy J. Cotterman Center a non-profit entity or government entity organized in the state of Florida and having its principal place of business at 400 NE 4th Street, Fort Lauderdale, FL 33301 (hereinafter "Licensee").

RECITALS

WHEREAS, NCA's mission is to provide training, technical assistance and networking opportunities to communities seeking to plan, establish and improve Children's Advocacy Centers;

WHEREAS, Licensee is an Accredited Member of NCA and will contribute to planning, establishing, or improving a community's coordinated response to child abuse;

WHEREAS, NCA intends that all Accredited Members of NCA will use and display certain NCA service marks and logos identified in Attachment A (collectively, "the Marks") on the terms and conditions hereinafter set forth to increase public awareness and recognition of the mission and activities of NCA; and

WHEREAS, NCA desires to grant to Licensee a license to use the Marks for such purposes, and Licensee desires to receive such a license.

NOW, THEREFORE, in consideration of the promises and mutual covenants in this Agreement, and for other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the parties hereto agree as follows.

1. LICENSE.

1.1 Grant and Limitations

1.1.1 License. Subject to the terms and conditions of this Agreement, NCA grants to Licensee, a limited non-exclusive, non-transferable, royalty-free, license to use the Marks in the United States solely in connection with the creation, organization, promotion, and/or operation of programs, events, forums, or other activities designed, at least in part, to implement or improve a community's coordinated response to child abuse ("Licensed Use"). Further, Licensee is obligated to use the Marks under the Agreement in connection with any program, event, activity, or forum that is underwritten or sponsored, at least in part, by NCA. The Marks are to be utilized as rendered in Attachment A.

1.1.2 Sublicenses. Licensee shall not have the right to sublicense use of the Marks absent special permission, in writing, from NCA.

1.2 Reservation of rights. No rights or licenses, express or implied, other than those granted in Section 1.1.1 are granted by this Agreement. The Marks shall not be used in connection with any third-party trademark, service mark or trade name without the express written approval of NCA.

1.3 Restriction. No other license is granted by this Agreement to Licensee, either express or implied, for any other trademark, patent, copyright or other intellectual property rights now owned or later acquired by NCA.

2. COMMITMENTS CONCERNING USE OF THE MARKS.

2.1 Licensee's Obligations

2.1.1 Licensee agrees to use the Marks to identify and promote the mission and activities of NCA by displaying the Marks on Licensee's printed and promotional materials, including those generated in electronic form, in connection with the Licensed Use.

2.1.2 Licensee shall at all times maintain the quality of the services provided under the Marks at a standard at least equivalent to or greater than that ordinarily met by similarly-situated organizations which contribute to planning, establishing, and/or improving a community's coordinated response to child abuse.

2.1.3 Licensee shall not use the Marks in any manner that would be offensive or would injure the reputation of Licensor and/or of the Marks.

2.1.4 Licensee agrees to comply with any and all requirements outlined in NCA's Identity Standards, as may be updated from time to time, concerning the style, design, font, color, display and use of the Marks, as well as the correct use and placement of the registration symbol ®.

2.2 Rights of Licensor.

2.2.1 NCA shall have the right, upon reasonable notice, to inspect Licensee's organization, programs, events, forums, and/or activities, to confirm that the Marks are being used only to the extent permitted hereunder, and that the services conform to the quality standards set forth in Section 2.1 above.

2.2.2 NCA shall also have the right to request and receive a copy of any publications or other printed materials bearing the Mark and to receive notice whenever Licensee creates any new use of the Marks in electronically generated materials.

2.3 Ownership. Licensee agrees that ownership of the Marks and the goodwill relating thereto shall remain vested in Licensor both during the period of this Agreement and thereafter, and Licensee further agrees never to use trademarks, service marks, or other symbols which are the same or confusingly similar to the Marks during the period of this Agreement and thereafter while such Marks are owned by Licensor. Licensee agrees not to challenge, contest, or question the validity of Licensor's ownership of the Marks or any registrations thereof owned by Licensor. All use of the Marks by Licensee shall inure to the benefit of NCA.

3. ENFORCEMENT OF THE MARKS

3.1 Entitlement to Take Action. Only NCA shall have the right (but not the obligation) to undertake any demand, suit or other action on account of any actual or suspected infringement of the Marks.

4. TERM AND TERMINATION

4.1 Term. This agreement shall commence on the date of written notification to Licensee of approved Accredited Membership in NCA and remain in full force and effect for so long as Licensee is an Accredited Member of NCA, in good standing, unless terminated earlier as set forth below.

- 4.1.1 Termination by Licensor. This Agreement shall terminate upon written notice if Licensee breaches any of its obligations under this Agreement, and fails to cure such breach in accordance with Section 5.1.
- 4.1.2 Elective Termination. Either party may terminate this Agreement for any reason at any time upon sixty (60) days' written notice.

4.2 Effect of Termination. In the event of termination of this Agreement for any reason, Licensee shall cease all further use of the Marks licensed hereunder and, within thirty (30) days after such termination discontinue distribution of any printed materials or similar items bearing the Marks and otherwise completely discontinue use of the Marks. Licensee's obligations under this Section 4.2 shall not supersede NCA's right to seek additional remedies as provided under this Agreement.

5. BREACH AND REMEDIES.

5.1 Breach. In the event Licensee does not comply with any material provision of this Agreement, including in particular the obligations set forth in Section 2, NCA shall give Licensee written notice of such noncompliance and it shall have thirty (30) days from the date of such notice to remedy the material breach. If the material breach is not remedied within such thirty (30)-day period, NCA shall have the right, but not the obligation, to terminate this Agreement and to avail itself of any of the additional remedies set forth in Section 5.2 at any time thereafter.

5.2 Remedies.

5.2.1 Equitable Relief and Monetary Damages. Licensee acknowledges and agrees that breach of this Agreement would cause immediate and irreparable harm to NCA for which money damages could not adequately compensate NCA. Therefore, NCA shall have the right to enforce this Agreement, not only by an action or actions for damages, but also an action or actions for specific performance or injunctive or other equitable relief to enforce or prevent any violations of the terms and conditions of this Agreement, without proof of actual damages and without posting of bond or other security.

5.2.2 Remedies are Cumulative. Under no circumstances shall any relief granted to NCA under Section 5.2.1 supercede NCA's right to termination of this Agreement pursuant to Section 3.1 or 4.1.

6. GENERAL

- 6.1 Binding Agreement; Assignment. This Agreement shall inure to the benefit of and be binding upon the successors and assigns of NCA and the successors and assigns of Licensee; provided, however, that Licensee shall not assign, transfer, encumber or grant to any third party any of its rights, duties or obligations hereunder, by operation of law or otherwise, without the prior written consent of NCA, which consent shall be at NCA's sole discretion.
- 6.2 Warranties and Representations of NCA. NCA represents that it is the owner of the Marks in the U.S. for children's advocacy services. NCA represents and warrants that it has no knowledge of any other person or entity who may claim superior rights in the U.S. to the Marks or any substantially similar mark.
- 6.3 Relationship of Parties. The rights, duties, obligations and liabilities of the parties shall be several and not joint or collective, and nothing contained in this Agreement shall be construed as creating a partnership, joint venture, agency, trust or other association of any kind, each party being individually responsible only for its obligations as set forth in this Agreement. Nothing in this document shall be construed to authorize Licensee, or any of its employees or representatives, to act as an agent of NCA.
- 6.4 Severability. The illegality, invalidity or unenforceability of any part of this Agreement shall not affect the legality, validity or enforceability of the remainder of the Agreement. If any part of this Agreement shall be found to be illegal, invalid, or unenforceable, it shall, if possible, be given a meaning that makes this Agreement legal, valid and enforceable in order to give effect to the intent of the parties.
- 6.5 Governing Law. This Agreement shall be governed by and construed in accordance with the laws of the District of Columbia, without giving effect to the conflict of laws principles thereof.
- 6.6 Forum. It is the intention of both parties to attempt to settle all issues by good faith negotiations. However, should such efforts not be successful, all disputes shall be brought exclusively before the appropriate courts in the District of Columbia.

IN WITNESS WHEREOF, the parties hereto have executed this Agreement as of the date first above written.

NATIONAL CHILDREN'S ALLIANCE

By: _____

Name: Dave Betz

Title: Deputy Director of Operations

Date: _____

By: _____

Name: Teresa Huizar

Title: Executive Director

Date: _____

Broward County, Florida on behalf of it's Nancy J. Cotterman Center

(LICENSEE)

By: _____

Name: _____

Title: _____

Reviewed and approved as to form:
Andrew J. Meyers, County Attorney

By K Gordon 1/27/2020
Karen S. Gordon, Senior Assistant County Attorney

ATTACHMENT A



NATIONAL
CHILDREN'S
ALLIANCE[®]

ACCREDITED
MEMBER