

BBB ACCREDITED CHARITY SEAL LICENSE AGREEMENT

This Agreement is between the Education & Research Foundation of the Better Business Bureau of Metropolitan New York, Inc. (BBB FOUNDATION) and _____(Charity).

BBB FOUNDATION is an affiliate of the Better Business Bureau of Metropolitan New York, Inc. (BBB). BBB FOUNDATION evaluates local charities for compliance with the comprehensive BBB Standards for Charity Accountability. BBB FOUNDATION is authorized by the Council of Better Business Bureaus, Inc. (Council) to license a local charity seal (Seal), which the Council owns and which is designed to assist donors in making informed giving decisions, to local charities that meet all Standards upon review by BBB FOUNDATION. Charity is qualified for the Seal as of the signature date of this Agreement, seeks a license to use the Seal and accordingly agrees to the following terms and conditions:

1. Definitions

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

2. Grant

- A. BBB FOUNDATION grants Charity, except for affiliates not evaluated by BBB FOUNDATION, a nonexclusive, non-assignable and nontransferable 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, to include newspaper advertisements, periodicals, billboards, posters, direct mail appeals, flyers and television, and in annual reports and letterhead. Charity may also install the Seal anywhere on Charity's primary web site, on web sites where Charity advertises, and in email; provided that all such uses of the Seal must be hyperlinked to BBB FOUNDATION's report on Charity published on its web site at newyork.bbb.org or other web site as may be designated by BBB FOUNDATION from time to time. BBB FOUNDATION will provide a link to its report on Charity for this purpose. 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 and Permitted Variations.** Upon Charity's signing this Agreement, BBB FOUNDATION will provide Charity with a digital version of the seal in specified sizes for Charity to use in non-electronic media. BBB FOUNDATION will also provide Charity with the information necessary to access digital versions of the

seal in specified sizes for Charity to download and install in electronic media, including the web and email. Charity must receive prior written permission from BBB FOUNDATION to use the Seal in a size other than those provided. Charity may not vary the color of the Seal on the web or in email, or otherwise alter the Seal in any manner, other than variations specifically permitted under this Agreement; however, Charity may use a black and white Seal in transient advertising and solicitations, annual reports and letterhead. Charity agrees that its use of the Seal in any medium whatsoever will always include the required geographic descriptor for BBB FOUNDATION's specific Seal program (currently ny.give.org and as it may be modified from time to time) in the BBB-approved format.

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

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 FOUNDATION with the uniform resource locators where Charity will display the Seal. If the URL changes, Charity must notify BBB FOUNDATION of the new URL and of the URL of the web site that will no longer display the logo, if appropriate.
- C.** Charity agrees to provide BBB FOUNDATION with samples of its use of the Seal upon BBB FOUNDATION request.
- D.** Charity agrees to furnish BBB FOUNDATION, 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. Fees

Charity agrees to pay the annual Seal license fee based on the fee schedule as determined by BBB FOUNDATION and published on BBB FOUNDATION's web site at newyork.bbb.org or other web site as may be designated by BBB FOUNDATION from time to time. The fee shall be due and payable within thirty days of receipt of invoice. BBB FOUNDATION may, in its sole discretion, modify its Seal fee schedule at any time. Fees are non-refundable unless BBB FOUNDATION terminates this Agreement under Paragraph 6D.

6. 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 FOUNDATION in its sole discretion if (i) Charity fails to provide BBB

FOUNDATION within the required time the information that BBB FOUNDATION may request at any time to verify Charity's continuing compliance with Standards; or if (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 FOUNDATION determines, in its sole discretion, that there are substantial questions raised regarding Charity's compliance with Standards, and that BBB FOUNDATION needs further time to determine such compliance.

- C. Termination by BBB FOUNDATION for cause.** BBB FOUNDATION may terminate this Agreement if (i) BBB FOUNDATION determines at any time that Charity fails to meet all Standards, or receives evidence that Charity is in violation of federal, state or local regulations or laws applying to that Charity; (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 FOUNDATION determines that Charity and/or its principals engaged in activities that reflect unfavorably on, or otherwise adversely affect, the public image of BBB FOUNDATION. BBB FOUNDATION will provide any termination notice in writing and will deliver it by facsimile and/or regular or electronic mail to Charity's address set forth below.
- D. By BBB FOUNDATION.** BBB FOUNDATION may terminate this Agreement on 30 days written notice if BBB FOUNDATION discontinues licensing the Seal for any reason.
- E. By Charity.** Charity may terminate this Agreement by written notice to BBB FOUNDATION 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, Charity agrees to remove the Seal immediately from all electronic media, including but not limited to online, Internet, web site, email or other digital uses of the Seal now known or hereafter invented, to discard promptly all materials bearing the Seal, and to cease any and all uses of the Seal.

7. Representations and Warranties

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

8. Indemnification

Charity agrees to indemnify and hold the Council and BBB FOUNDATION 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 the Council and BBB FOUNDATION 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 Charity's service(s) or charitable solicitations.

9. Limitation of Liability

Charity agrees it will not sue the Council or BBB FOUNDATION for monetary damages on any matter concerning this Agreement.

10. 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.

11. 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 BBB FOUNDATION of this, and the new charity must qualify again for the Seal.

12. Relationship of Parties

- A.** Charity is not, and shall not represent itself as, an agent, representative, partner, subsidiary, joint venturer, or employee of the Council or BBB FOUNDATION, nor can Charity represent that it has any authority to bind or obligate the Council or BBB FOUNDATION 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 BBB FOUNDATION. The Seal is intended only to convey that Charity meets Standards.

13. Entire Agreement/Modifications

This Agreement embodies the whole agreement between the parties and supersedes any prior Agreements, understandings and obligations between the parties. BBB FOUNDATION may modify this Agreement from time to time. BBB FOUNDATION 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:

Street Address:

City: _____ State: _____ Zip: _____

Email: _____ Website: _____

Name of Charity Contact: _____

Title: _____

Phone: _____

Fax: _____

E-mail: _____

Name of Contract Signatory: _____

Title: _____

Signature: _____ Date: _____

**Education & Research Foundation of the Better Business Bureau of
Metropolitan New York, Inc.**

30 E. 33rd Street, 12th Floor

New York, NY 10016

Phone: 212-358-2815

Facsimile: 212-477-4912

Email: charity@newyork.bbb.org

Claire Rosenzweig, CAE

President and CEO

Education & Research Foundation of the Better Business Bureau of Metropolitan
New York, Inc.

Signature: _____ Date: _____