

LICENSE AGREEMENT

Parties:

1. Every Campus A Refuge, a non-profit corporation organized under the laws of the State of North Carolina with its principal office in Greensboro, NC ("ECAR").

2. _____ [name] _____, a _____ [entity type] _____ organized under the laws of the State of _____ [state] _____ with its principal office at _____ [address] _____ ("Licensee").

Recitals:

1. ECAR owns the registered service marks EVERY CAMPUS A REFUGE and ECAR (together, the "Licensed Marks"), U.S. Trademark Reg. Nos. 5474799 and 5474800, respectively, for use in providing educational and charitable services to foreign refugees and their families, among other services.
2. Licensee wishes to participate in the ECAR program by providing housing and resettlement services to refugee families in accordance with the standards and guidelines developed by ECAR, and wishes to license from ECAR the right to use the Licensed Marks on and in connection with such services ("the Licensed Services").

NOW, THEREFORE, in consideration of the mutual promises set out in this License Agreement, the Parties agree as follows:

- 1. License.** Licensee is hereby granted a royalty-free, non-exclusive and non-transferable right during the term of this License Agreement to use the Licensed Marks on and in connection with the Licensed Services, in the following formats only:

Every Campus A Refuge at [Licensee's name]

and/or

ECAR at [Licensee's name]

Licensee will obtain the prior written permission of ECAR before using the Licensed Marks or any confusingly similar term in connection with any internet URL or domain name, social media account name, page name, or user name. Licensee acknowledges that ECAR may itself at any time use the Licensed Marks and may license their use to any third parties. As between ECAR and Licensee, any and all expenses incurred in connection with the fulfillment of Licensee's obligations will be Licensee's sole responsibility.

- 2. Licensed Services.** Licensee will use its reasonable good faith efforts to provide Licensed Services to refugees and their families during the term of this License Agreement, and will obtain all necessary licenses, permits, and governmental permissions. In providing Licensed Services, Licensee will work directly with one of the ten domestic resettlement agencies authorized by the Reception and Placement Program of the U.S. Department of State, and will ensure that all Licensed Services are rendered in full compliance with all agency regulations, procedures, and requirements.
- 3. Quality Control.** Licensee recognizes that the Licensed Marks have substantial public recognition and goodwill, and are valuable assets of ECAR. Licensee therefore agrees to perform the Licensed Services in a manner that is consistent with and upholds the values of ECAR as stated on ECAR's website, <https://everycampusarefuge.net>, and as may be communicated by ECAR in writing from time to time during the term of this License Agreement. ECAR or its representatives shall have the right, at reasonable times and on reasonable notice, to visit and inspect all facilities where Licensed Services are provided by Licensee, to verify compliance with this License Agreement. Should ECAR determine in its sole judgment that any Licensed Services fail to comply with any of the requirements of this Section 2.0, Licensee will take commercially reasonable steps to correct the same promptly on receipt of Notice from ECAR of such noncompliance.

- 4. Advertising And Promotion.** All of Licensee's advertising, marketing, and promotional or informational materials displaying the Licensed Marks in any format or media ("Licensed Communications") will be truthful, accurate, and not misleading, and will include a statement in substantially the following form:

"EVERY CAMPUS A REFUGE and ECAR are service marks owned by Every Campus A Refuge, a North Carolina non-profit corporation, and are used under license."
- 5. Fundraising By Licensee.** Should Licensee engage in any fundraising activities, solicitations, or events that use or display the Licensed Marks or that are otherwise undertaken in connection with the Licensed Services ("Fundraising"), Licensee will clearly and conspicuously disclose that such Fundraising is on behalf of Licensee only, and not on behalf of ECAR or any other ECAR licensee. All net proceeds of Fundraising shall be used by Licensee to support delivery of the Licensed Services, and not for any other purpose. Fundraising that constitutes Licensed Communications shall also comply with the requirements of Paragraph 4, above.
- 6. Ownership.** Nothing in this License Agreement shall transfer to or create in Licensee any ownership interest in the Licensed Marks, which shall continue to be owned solely by ECAR throughout the Term and thereafter, and all use of the Licensed Marks by Licensee and all goodwill generated by the same shall inure to the benefit of ECAR as owner.
- 7. Records.** Licensee shall prepare and maintain, in accordance with generally accepted accounting principles consistently applied, complete and accurate books of account and records concerning Licensee's operations and performance under this License Agreement, including but not limited to any Fundraising and any expenditures of funds in rendering the Licensed Services. ECAR upon reasonable advance Notice may examine such records to the extent reasonably required to verify compliance by Licensee with its obligations under this License Agreement.
- 8. Implementation Reports.** Periodically throughout the Term, at the request of ECAR and with reasonable advance notice, Licensee will complete and submit to ECAR Implementation Reports for the purpose of reporting and tracking Licensee performance in the delivery of Licensed Services. ECAR will request Implementation Reports no more often than three (3) times in any calendar year, and will provide forms for completion by Licensee using an online platform. Licensee agrees that each of its Implementation Reports will provide complete and accurate information in a timely fashion as requested by ECAR.
- 9. Indemnity.** Licensee indemnifies and agrees to defend and hold harmless ECAR, its officers, owners, employees, directors, agents, and all those taking through or under it, with respect to any formal or informal claim asserted by any third party that arises out of actual or alleged conduct by Licensee in breach of any warranty or other obligation of Licensee under this License Agreement. If any claim is asserted against ECAR for which it is indemnified under this License Agreement, it shall give prompt written Notice thereof to Licensee and shall reasonably cooperate in the defense and settlement thereof. Promptly upon receipt of such Notice, Licensee shall be entitled and obliged to employ counsel to represent ECAR, to control the defense of and settle or compromise such claim or suit, and to keep ECAR fully informed with respect thereto. No such claim shall be settled without ECAR's express approval in writing.
- 10. Term, Renewal And Termination.** The initial term of this License Agreement will begin on the latest date of execution by either Party, will expire by its terms one (1) year thereafter, and will thereafter be automatically renewed for successive one (1) year terms unless either Party gives Notice to the other of non-renewal no later than thirty (30) days prior to the end of the then-current term. This License Agreement may be terminated by either Party at any time upon material breach by the other Party, effective immediately upon Notice to the other Party.
- 11. Effect Of Termination.** Upon any termination or expiration of this License Agreement, regardless of reason, all rights granted to Licensee hereunder shall immediately revert to ECAR, and Licensee shall immediately and permanently cease any use or display of the Licensed Marks. Nothing in this Paragraph 10 shall impair Licensee's ability and

obligation, if any, to continue to provide services to refugee families after expiration or termination of this License Agreement, including any families being served as of the date of expiration or termination, so long as such services are thereafter rendered without use or display of the Licensed Marks.

- 12. No Waiver.** This License Agreement may not be modified except in a writing signed by the Parties. Any waiver or failure to require strict performance of any provision of this License Agreement by any Party shall not waive, affect, or diminish any right of that Party thereafter to demand strict compliance with the same.
- 13. Relationship.** The Parties are and intend to be independent contractors. Under no circumstances shall personnel of either Party engaged in work to be done under this License Agreement be considered to be employees of the other. Nothing contained herein shall be construed to place the Parties in a relationship of partners, joint venturers, principal and agent, employer and employee, or any other special or fiduciary relationship. Neither Party shall have the authority to, nor shall it purport to, conclude contracts or otherwise act for or bind the other Party in any manner, as agent or otherwise.
- 14. Assignment.** Licensee may not assign or transfer this License Agreement or any rights or obligations under it without the prior written consent of ECAR. This License Agreement shall be binding on each Party, its successors and any permitted assigns.
- 15. Entire Agreement.** This License Agreement constitutes the entire agreement between the Parties with respect to the subject matter hereof and supersedes all prior and contemporaneous agreements, understandings, negotiations and discussions, whether oral or written, on the same subject. Neither Party is relying on any promises or representations except those set out in this License Agreement.
- 16. Execution.** This License Agreement may be signed in counterparts, and when identical copies have been executed and delivered by each Party, such execution shall be deemed to have the same effect as if all Parties had signed the same original. Transmission of images of signature pages by facsimile or email attachment shall be deemed to have the same effect as delivery of an original signature.

EVERY CAMPUS A REFUGE	_____ (“Licensee”)
(“ECAR”)	
By _____	By _____
Title: _____	Title: _____
Date: _____	Date: _____