

CHAPTER TRADEMARK LICENSE AGREEMENT

This Chapter Trademark License Agreement (this “**Agreement**”) is entered into as of this ____ day of _____, 20__ (the “Effective Date”) by and between The Arc of the United States, a nonprofit corporation incorporated under the laws of Maryland with offices located at 1825 K St. NW Ste 1200, Washington, DC, 20006 (“The Arc” or “**Licensor**”) and [REDACTED], a nonprofit corporation organized under the laws of [REDACTED] with offices located at [REDACTED] (“Chapter” or “**Licensee**”) (Licensor and Licensee are sometimes each referred to as a “**Party**” and collectively as the “**Parties**”)

RECITALS

WHEREAS, The Arc is national nonprofit organization that organizes, leads and supports a nationwide federation of nonprofit, charitable organizations committed to protect and promote the human rights of people with intellectual and developmental disabilities (“I/DD”), and to provide supports and services that assist them to be included and fully participate in all aspects of community life throughout their lifetimes;

WHEREAS, the federation includes The Arc, as a national organization, and affiliated state and local chapters of The Arc throughout the United States;

WHEREAS, Licensee is an affiliated chapter of The Arc;

WHEREAS, Licensee wishes to make limited use of the trademarks, name, symbols and other markings of which The Arc is the legal and beneficial owner; and

WHEREAS, The Arc is willing to grant Licensee a license to such trademarks on a non-exclusive basis, solely on the terms and conditions set forth in this Agreement.

NOW, THEREFORE, in consideration of the mutual promises, covenants and conditions contained herein, and other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the parties agree as follows:

1. TRADEMARK LICENSE AND USAGE

1.1 Background. The Chapter may from time to time in the conduct of activities make limited use of the trademarks, use the name, symbols and other markings of The Arc set forth on Exhibit A hereto (the “**Trademarks**”) pursuant to the terms and conditions of this Agreement.

1.2 License Grant

(a) Non-Exclusive License. The Arc hereby grants to the Chapter, in accordance with the terms and conditions of this Agreement, a royalty-free, non-exclusive, non-assignable and non-transferrable license to use and/or reproduce the Trademarks.

(b) Sublicensing Right. The Chapter may sublicense the right to use and/or reproduce the Trademark solely in furtherance of its activities as an affiliated chapter of The Arc, so long as the provisions of this Section 1 are complied with. Each sublicense grant must be memorialized by a written sublicense agreement in the form attached here to as Exhibit B (the

“**Sublicense Agreement**”). Any change to the Sublicense Agreement requested by the sublicensee must be approved in writing by The Arc. The Chapter shall provide The Arc with a copy of the executed Sublicense Agreement no later than sixty (60) days after execution thereof.

(c) No Other Third Party Use. Except as set forth in subsection (b) hereof, the Chapter shall not be entitled to sublicense or transfer to others the right use and/or reproduce the Trademarks in any way whatsoever. Except as otherwise provided in this Section 1, the Chapter shall not use and/or reproduce the Trademarks, authorize the use and/or reproduction of the Trademarks and/or knowingly assist any person in the use and/or reproduction of the Trademarks for any purpose whatsoever.

1.3 Protection of the Trademarks.

(a) Limitations on Use. The Chapter shall use the Trademarks solely in the conduct of its operations as a chapter of The Arc. The Chapter shall not knowingly use and/or reproduce the Trademarks in any manner which may in any way damage, tarnish, jeopardize, or otherwise prejudice the goodwill and reputation associated with the Trademarks.

(b) The Arc Control and Consent. The Arc retains the right to control the Chapter's use the Trademarks. The Chapter shall comply with any directions that the Arc may give from time to time in relation to the Chapter's use and/or reproduction of the Trademarks (including, but not limited to, directions in relation to the use of the ® sign, the TM sign, the SM sign or any other indication as to The Arc's rights in the Trademarks). Upon signing this Agreement, The Arc will provide Chapter with a written document, entitled “The Arc Identity Guidelines,” describing the current rules governing the use of the Trademarks. The Arc may in its discretion amend or replace such document at any time. If for any reason whatsoever The Arc, in its sole and absolute discretion, disapproves of a specific use and/or reproduction of the Trademark, The Arc shall notify the Chapter of such disapproval in writing and until such time as such approval has been given by The Arc in relation to the relevant use, the Chapter shall not engage in such use. Once approved, a specified usage shall be deemed approved for all substantially similar uses.

(c) New or Modified Trademarks. If at any time during the term of this Agreement The Arc (i) modifies or replaces one or more Trademark(s) in any way; (ii) notifies the Chapter of the modified or replaced Trademark(s); and (iii) requests that the Chapter replace all representations of the Trademark(s) that has/have been modified or replaced, then in each case (i) through (iii) the Chapter shall:

(i) as soon as practicable, but in no event later than ninety (90) days after being notified thereof, or as such later time as is specified by The Arc in the notice, replace each representation of such Trademark(s) currently in use with the modified or replaced version of the Trademark(s); and

(ii) upon commencement of use of any new Trademark(s) pursuant to subsection (i) hereof, cease all use and/or reproduction of the Trademark(s) that has/have been modified or replaced.

(d) Quality Control. In order to protect the reputation and goodwill of the Trademarks and to maintain the uniform standards of operation under the Trademarks, the Chapter shall:

Section 1;

(i) use the Trademarks solely in accordance with the provisions of this

(ii) refrain from making any untrue, incomplete or misleading representation or warranty concerning any product or service provided in connection with the use of the Trademarks;

(iii) refrain from using the Trademarks in conjunction with any other trademark (other than the Chapter's formal business name or the business name of any Sublicensee) without The Arc's prior written consent;

(iv) discontinue use, if any, of: (1) all prior trademarks or tradenames owned by The Arc, including but not limited to the versions included in Exhibit C hereto, or similar versions of such marks or derivative works; (2) the names or phrases "Association for Retarded Citizens," or "Association for Retarded Children" or similar names or phrases; (3) the acronyms "ARC," or "arc" or a similar acronym which includes an additional initial preceding the acronym (e.g. "XARC" or "Xarc") and (4) any tagline that utilizes words beginning with the letters A-R-C in sequential order (e.g. "Advocacy-Respect-Community") or that includes the terms "mentally retarded" or "mental retardation";

(v) refrain from modifying or otherwise altering the Trademarks without The Arc's prior written consent;

(vi) refrain from taking any act which disparages, discredits, dishonors, reflects adversely upon or in any other manner harms the Trademarks, or the goodwill associated therewith; and

(vii) use and/or reproduce the Trademarks in accordance with all applicable laws, rules and regulations.

(e) Goodwill. All rights in the Trademarks and in the goodwill associated therewith arising from the use and/or reproduction of the Trademarks by the Chapter under this Agreement shall inure solely to the benefit of The Arc.

1.4 Trademark Rights

(a) The Arc Retained Rights. The Arc retains the right to use the Trademarks for any and all purposes. The Chapter does not acquire by virtue of this Agreement or by virtue of its use and/or reproduction of the Trademarks, any right, title or interest in or in relation to the Trademarks, either during the term of this Agreement or at any time thereafter, other than the rights expressly granted in Section 1.2(a) and only for as long as such rights continue to have effect.

(b) Exclusive Property. The Chapter acknowledges that the Trademarks are the exclusive property of The Arc, and agrees not to assert any claim of ownership to the Trademarks, or to the goodwill or reputation associated therewith, and shall not claim any right to use and/or reproduce the Trademarks other than the rights expressly granted in this Agreement.

(c) No Registration. The Chapter agrees not to use, apply to register or to register, or to cause or permit its affiliates to use, to apply to register or to register, any trademark which is confusingly similar to, or a colorable imitation of, a Trademark. The Chapter further agrees not to use, to apply to register or to register any domain name, corporate or trade name containing

or comprising any of the Trademarks or any trademark confusingly similar to, or a colorable imitation of, any of the Trademarks.

(d) No Challenges. The Chapter shall not, and shall cause its affiliates not to, directly or indirectly, contest or aid in contesting the validity or ownership of the Trademarks, or to take any action whatsoever in derogation of The Arc's claimed rights therein, or do or cause to be done or omit to do any act or thing, the doing or omission of which would contest or in any way tend to impair any right, title or interest of The Arc in the Trademarks.

(e) Prosecution and Maintenance. The Arc, in its sole discretion, shall prepare, file, prosecute, maintain, preserve and renew all applications of and registrations for the Trademarks as The Arc deems to be appropriate, and take any other action that may be required to secure and to maintain the value, validity and enforceability of the Trademarks in The Arc's name.

(f) Further Assurances. The Chapter undertakes to provide all reasonable assistance as may be requested by The Arc in respect of any filing, proceeding, action or claim arising in relation to the Trademarks, and the Chapter shall execute all documents reasonably necessary to perform its obligations under this Agreement or to perfect or enforce The Arc's rights in and to the Trademarks.

1.5 Prosecution and Defense of Infringement Actions

(a) Third Party Infringement

(i) *Notice of Use.* The Chapter shall notify The Arc as soon as possible if it becomes aware of any infringement, actual or suspected, dilution or any other unauthorized use and/or reproduction of the Trademarks by another person or entity (an "**Unauthorized Use**").

(ii) *Prosecution of Action.* The Arc shall, in its sole and absolute discretion, determine whether to take whatever action it deems advisable in connection with such Unauthorized Use, and shall not be required to notify or keep the Chapter informed of The Arc's determination and/or anticipated or actual course of action. If The Arc decides to take action of any kind in connection with any such Unauthorized Use, The Arc shall have sole control of the conduct of any such action. The Arc shall bear the entire cost and expense associated with the conduct of any such action, and any recovery or compensation that may be awarded as a result of such action, including but not limited to any settlement that may be reached, shall belong to The Arc.

(iii) *Assistance by the Chapter.* The Chapter, if called upon in writing by The Arc, shall provide all reasonable assistance and cooperation that The Arc may reasonably require in the conduct of any such action. Such cooperation shall not entitle the Chapter to any claim for recovery or compensation in respect thereof, and all such recovery or compensation shall belong solely to The Arc.

(b) Infringement Action Against the Chapter

(i) *Notice of Suit.* The Chapter shall notify The Arc in writing as soon as possible, if any legal action is commenced or threatened against the Chapter as a result of its use and/or reproduction of the Trademarks (a "**Third Party Claim**").

(ii) *The Arc Defense of Action.* The Chapter shall not, without the prior written consent of The Arc, settle or compromise any Third Party Claim and shall not make any

admissions in relation to such Third Party Claim, and The Arc shall decide in its sole and absolute discretion how to deal with the claim and at its sole and absolute discretion shall be entitled (but not obliged) to have full control of any proceedings that may be brought against the Chapter to the extent that such proceedings result from the use and/or reproduction by the Chapter of the Trademarks in accordance with this Agreement. The Arc's right to control the defense of any claim with respect to the Trademarks shall: (i) include the right to settle any such proceeding including, but not limited to, the right to agree to an injunction in which case the Chapter shall immediately cease any and all use of the Trademark(s) subject to such injunction; and (ii) apply in all circumstances, including, but not limited to, circumstances in which The Arc exercises its right of indemnification pursuant to Section 1.6(b) below. Should The Arc decide to have control of any proceedings brought against the Chapter, The Arc shall enjoy any recovery or settlement awarded or otherwise received in respect of such proceedings.

1.6 Indemnification

(a) Indemnity by The Arc. The Arc shall indemnify, defend and hold harmless the Chapter from all costs, expenses, damages, penalties, attorneys' fees, legal fees and settlement fees incurred by the Chapter or awarded in connection with or arising from a Third Party Claim, except to the extent such Third Party Claim arises from the Chapter's unauthorized use and/or reproduction of the Trademarks.

(b) Indemnity by the Chapter. The Chapter shall indemnify, defend and hold harmless The Arc from all costs, expenses, damages, penalties, attorneys' fees, legal fees and settlement fees incurred by The Arc or awarded in connection with or arising from Third Party Claims arising from: (i) the Chapter's breach of any covenant, representation, warranty or other provision of this Agreement; and/or (ii) the Chapter's unauthorized use and/or reproduction of the Trademarks.

(c) Claim for Indemnification. If any party (the "**Indemnified Party**") receives notice of the commencement of any action or proceeding or the assertion of any claim by a third-party for which indemnity may be sought under this Section 1.6 (an "**Indemnity Claim**") and such Indemnified Party intends to seek indemnity pursuant to this Section 1.6, the Indemnified Party shall promptly provide the indemnifying party (the "**Indemnifying Party**") with notice of such Indemnity Claim. Failure of the Indemnified Party to provide such notice shall not relieve the Indemnifying Party from any liability which it may have on account of indemnification or otherwise, except to the extent that the Indemnifying Party is prejudiced thereby. Subject to Section 1.5(b)(ii) above, the Indemnifying Party shall be entitled to participate in or, at its option, assume the defense, appeal, or settlement of, and pay all costs and damages with respect to, such Indemnity Claim. Subject to Section 1.5(b)(ii) above, such defense or settlement shall be conducted through counsel selected by the Indemnifying Party and approved by the Indemnified Party, which approval shall not be unreasonably withheld or delayed, and the Indemnified Party shall cooperate fully with the Indemnifying Party in connection therewith. In the event that the Indemnifying Party fails to assume the defense or settlement of any Indemnity Claim within twenty (20) days after receipt of notice thereof from the Indemnified Party, the Indemnified Party shall have the right to undertake the defense, appeal, or settlement of such Indemnity Claim at the expense and for the account of the Indemnifying Party. The Indemnifying Party shall not settle any Indemnity Claim the defense or settlement of which is controlled by it without the Indemnified Party's prior written consent (which consent shall not be unreasonably withheld or delayed), unless the terms of such settlement or compromise release such Indemnified Party from any and all liability with respect to such Indemnity Claim and, if requested by the Indemnified Party, the Indemnifying Party secures a bond fully protecting the Indemnified Party against potential liability in excess of the net worth of the

Indemnifying Party. Subject to Section 1.5(b)(ii) above, the Indemnifying Party shall not settle or compromise any Indemnity Claims requiring or providing for non-monetary relief against the Indemnified Party without the consent of the Indemnified Party.

(d) Mitigation of Damages. Nothing in this Agreement shall in any way restrict or limit any of the parties' general obligations at law to mitigate a loss which may be incurred as a result of a matter giving rise to a claim pursuant to this Section 1.6.

1.7 Injunctive Relief. The Chapter agrees that irreparable damage would occur and that The Arc would not have any adequate remedy at law in the event that the Chapter breaches or threatens to breach the provisions of this Section 1. The Chapter therefore agrees that The Arc shall be entitled to an injunction or injunctions to prevent such actual and threatened breaches of this Section 1 and to enforce specifically (without proof of actual damages or harm, and not subject to any requirement for the securing or posting of any bond in connection therewith) such terms and provisions of this Section 1, this being in addition to any other remedy to which The Arc is entitled at law or in equity, including money damages.

2. TERM AND TERMINATION

2.1 Term. This Agreement shall be effective as of the Effective Date, and shall terminate as set forth in this Section 2.

2.2 Automatic Termination. This Agreement will automatically terminate in the event that The Arc is dissolved.

2.3 Termination by the Chapter. This Agreement shall terminate automatically if the Chapter ends its status as an affiliated state or local chapter of The Arc.

2.4 Immediate Termination by The Arc. The Arc may terminate this Agreement with immediate effect in the event that:

(a) the Chapter has been disaffiliated as a state or local chapter of The Arc as a result of non-payment of affiliation dues or any other reason permitted under the bylaws of The Arc;

(b) Chapter takes steps to cease, or ceases to carry out its business as a going concern, enters into winding-up, liquidation, or bankruptcy proceedings, either voluntary or involuntary, or enters into an arrangement for the benefit of creditors;

(c) a receiver or administrator, or the equivalent in any jurisdiction, is appointed over all or part of the assets of Chapter, or an administration order is made against Chapter;

(d) Chapter contests, challenges, denies or assists any other person who contests, challenges or denies, the validity, enforceability or registrability of the Trademarks anywhere in the world, regardless of the grounds for such contest, challenge or denial; or

(e) Chapter loses its 501(c)(3) tax exempt status;

2.5 Other Termination by The Arc. The Arc may terminate this agreement with thirty (30) days prior written notice if the Chapter is in material breach of any of the provisions of this Agreement and Chapter has failed to cure such breach within the thirty (30) day period.

2.6 Consequences of Termination. Upon termination of this Agreement for any reason whatsoever, the Chapter shall immediately cease and refrain from any use and/or reproduction of the Trademarks, and shall promptly return to The Arc, or destroy, all materials and information (whether in tangible or intangible form) containing or displaying the Trademarks.

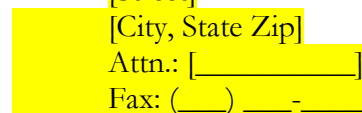
3. MISCELLANEOUS PROVISIONS

3.1 Notices. Any communication, notice or demand to be made or given hereunder shall be duly made or given if in writing and delivered, made or transmitted by registered or certified letter or overnight courier to the following address (or such other address as specified in a written notice from the relevant party to the other party at least fifteen (15) days prior to the date of the relevant communication, notice or demand):

If to The Arc:

1825 K St NW Ste 1200
Washington, DC 20006
Attn.: Chief Executive Officer
Fax: 202-534-3731

If to the Chapter:

[Street]
[City, State Zip]
Attn.: [_____] 
Fax: (____) ____-____

Such communication, notice or demand shall be deemed to have been served in the case of a registered or certified letter at the expiration of five (5) business days after posting, and, in the case of overnight courier, one (1) business day after posting. Evidence that the communication, notice or demand was properly addressed, stamped and put into the post shall be conclusive evidence of posting.

3.2 Governing Law. This Agreement shall be construed, governed, interpreted and applied in accordance with the laws of the District of Columbia (other than the conflicts of law provisions set forth therein). All disputes under or related to this Agreement shall be resolved exclusively by the courts located within the District of Columbia or the United States District Court for the District of Columbia. The parties consent to the jurisdiction of such courts, agree to accept service of process under the notice provisions of this Agreement, and waive any defense or objections otherwise available based on jurisdiction, venue or forum non conveniens.

3.3 Status of Parties. Each party intends that its relationship created pursuant to this Agreement is that of an independent contractor. This Agreement is not to be construed as creating any partnership, principal-agent relationship, master-servant relationship, joint venture, fiduciary relationship or other similar relationship between the parties. Except as specifically set forth herein, neither party has any authority to enter into any contract or commitment in the name of the other party.

3.4 Severability. If any term or other provision of this Agreement is invalid, illegal or incapable of being enforced by any rule of law, or public policy, all other conditions and provisions of this Agreement shall nevertheless remain in full force and effect so long as the economic or legal substance of the transactions contemplated hereby are not affected in any manner materially adverse to any party. Upon such determination that any term or other provision is invalid, illegal or incapable of

being enforced, the parties shall negotiate in good faith to modify this Agreement so as to effect the original intent of the parties as closely as possible in a mutually acceptable manner in order that the transactions be consummated as originally contemplated to the fullest extent possible.

3.5 Waiver. Any delay or failure of a party hereto at any time to require performance by the other party of any provision of this Agreement shall in no way affect the right of such other party to require performance of that or any other provision of this Agreement, and shall not be construed as: (i) a waiver of any subsequent breach of any provision; (ii) a waiver of this provision itself; or (iii) a waiver of any other right under this Agreement.

3.6 Assignment. The Chapter may not assign or transfer any of its rights or liabilities under this Agreement whether in whole or in part. This Agreement shall be binding upon and inure to the benefit of the successors and permitted assigns of the parties hereto.

3.7 Entire Agreement; Amendments. This Agreement contains the entire understanding of the parties hereto with regard to the subject matter contained herein, and supersedes all prior agreements, understandings or letters of intent between the parties hereto, whether written or oral, relating to the subject matter contained herein. This Agreement shall not be amended, modified or supplemented except by a written instrument signed by an authorized representative of each of the parties hereto.

IN WITNESS WHEREOF, authorized representatives of the parties have executed this Chapter Trademark Licensing Agreement as of this Effective Date.

[CHAPTER NAME]

THE ARC OF THE UNITED STATES

(President of Chapter)

Peter V. Berns, Chief Executive Officer

(Chief Executive Officer of Chapter)

EXHIBIT A
TRADEMARKS



*For people with intellectual
and developmental disabilities*

Achieve with us.

EXHIBIT B

SHORT FORM OF SUBLICENSE AGREEMENT

TRADEMARK SUBLICENSE AGREEMENT

This Trademark Sublicense Agreement (this “**Agreement**”) is entered into as of this ____ day of _____, 20__ (the “**Effective Date**”) by and between [____], a non-profit corporation incorporated under the laws of [____] (“**Sublicensor**”), and [____], a [____] [non-profit corporation] organized under the laws of [____] (“**Sublicensee**”) (Sublicensor and Sublicensee are sometimes each referred to as a “**Party**” and collectively as the “**Parties**”).

1. License Grant. Sublicensor hereby grants to the Sublicensee a royalty-free, non-exclusive, non-assignable and non-transferable license to use [and/or reproduce] the trademark(s) set forth on Exhibit A (the “**Trademarks**”), solely for the purpose described on Exhibit A. Sublicensee shall not sublicense or transfer to others the rights granted under this Agreement in any manner whatsoever.

2. Protection of the Trademarks.

(a) The Arc Control and Consent. Sublicensee acknowledges and agrees that The Arc retains the right to control Sublicensor’s and Sublicensee’s use the Trademarks, and Sublicensee must comply with any directions that The Arc, by itself or through Sublicensor, may give from time to time in relation to the exercise of its rights under this Agreement.

(b) Limitations on Use. Sublicensee shall not knowingly damage, tarnish, jeopardize, or otherwise prejudice the goodwill and reputation associated with the Trademarks. In order to protect the reputation and goodwill of the Trademarks, Sublicensee shall (i) use the Trademarks solely in accordance with the provisions of this Agreement; (ii) refrain from making any untrue, incomplete or misleading representation or warranty concerning any product or service provided in connection with the use of the Trademarks; (iii) refrain from using the Trademarks in conjunction with any other trademark (other than Sublicensor’s and/or Sublicensee’s formal business name) without Sublicensor’s prior written consent; (iv) refrain from modifying or otherwise altering the Trademarks without Sublicensor’s prior written consent; (v) refrain from taking any act which disparages, discredits, dishonors, reflects adversely upon or in any other manner harms the Trademarks, or the goodwill associated therewith; and (vi) use and/or reproduce the Trademarks in accordance with all applicable laws, rules and regulations.

(c) The Arc Retained Rights. The Arc and Sublicensor retain the right to use the Trademarks for all purposes. Sublicensee does not acquire by virtue of this Agreement any right, title or interest in or in relation to the Trademarks. Sublicensee acknowledges that the Trademarks are the exclusive property of The Arc, and agrees not to assert any claim of ownership to the Trademarks, or to the goodwill or reputation associated therewith, and shall not claim any right to use and/or reproduce the Trademarks. Sublicensee further agrees not to use, apply to register or to register, or to cause or permit its affiliates to use, to apply to register or to register, any trademark which is confusingly similar to, or a colorable imitation of, a Trademark. Sublicensee further agrees not to use, to apply to register or to register any

domain name, corporate or trade name containing or comprising any of the Trademarks or any trademark confusingly similar to, or a colorable imitation of, any of the Trademarks.

(d) No Challenges. Sublicensee shall not, and shall cause its affiliates not to, directly or indirectly, contest or aid in contesting the validity or ownership of the Trademarks, or to take any action whatsoever in derogation of The Arc’s claimed rights therein, or do or cause to be done or omit to do any act or thing, the doing or omission of which would contest or in any way tend to impair any right, title or interest of The Arc in the Trademarks.

(e) Prosecution and Maintenance. The Arc, in its sole discretion, shall prepare, file, prosecute, maintain, preserve and renew all applications of and registrations for the Trademarks as The Arc deems to be appropriate, and take any other action that may be required to secure and to maintain the value, validity and enforceability of the Trademarks in The Arc’s name.

(f) Infringement. (i) Sublicensee shall notify Sublicensor as soon as possible if it becomes aware of any infringement, actual or suspected, dilution or any other unauthorized use and/or reproduction of the Trademarks by another person or entity. The Arc shall, in its sole and absolute discretion, determine whether to take whatever action it deems advisable in connection with such unauthorized use, and shall not be required to notify or keep Sublicensee informed of The Arc’s determination and/or anticipated or actual course of action. (ii) Sublicensee shall notify Sublicensee in writing as soon as possible, if any legal action is commenced or threatened against Sublicensee as a result of its use and/or reproduction of the Trademarks. The Arc shall decide in its sole and absolute discretion how to address the claim and shall be entitled (but not obligated) to have full control of any proceedings that may be brought against Sublicensee relating to the use and/or reproduction of the Trademarks.

(g) Injunctive Relief. Sublicensee agrees that irreparable damage would occur and that Sublicensor would not have any adequate remedy at law in the event that Sublicensee breaches or threatens to breach the provisions of this Agreement. Sublicensee therefore agrees that Sublicensor shall be entitled to an injunction or injunctions to prevent such actual and threatened breaches of this Agreement and to enforce specifically such terms and provisions of this Agreement, in addition to any other remedy to which Sublicensor is entitled at law or in equity.

3. Term and Termination. This Agreement shall be effective as of the Effective Date, and shall automatically terminate on the earlier of: (i) written notice by Sublicensor of termination of this Agreement; (ii) termination of the Arc License Agreement; (iii) Sublicensor ends its status as an affiliated state or local chapter of The Arc; (iv) thirty (30) days after written notice to Sublicensee of its material breach of this Agreement, if Sublicensee has failed to cure such breach within the thirty (30) day period; and (v) [_____, 20__]. Upon termination of this Agreement for any reason whatsoever, Sublicensee shall immediately cease and refrain from any use and/or reproduction of the Trademarks, and shall promptly return to Sublicensor, or destroy, all materials and information (whether in tangible or intangible form) containing or displaying the Trademarks.

4. Miscellaneous. (a) This Agreement shall be construed, governed, interpreted and applied in accordance with the laws of the state of [____], other than its conflicts of law principles; (b) if any term or other provision of this Agreement is invalid, illegal or incapable of being enforced by any rule of law or public policy, all other conditions and provisions of this Agreement

Exhibit B – Short Form of Trademark Sublicense Agreement

For single events or other limited duration activities. Use Long Form for longer duration business relationships.

shall remain in full force and effect; (c) any delay or failure of a Party hereto at any time to require performance by the other Party of any provision of this Agreement shall in no way affect the right of such other Party to require performance of that or any other provision of this Agreement, and shall not be construed as a waiver of any subsequent breach of any provision or a waiver of any other right under this Agreement; (d) Sublicensee may not assign or transfer any of its rights or liabilities under this Agreement whether in whole or in part, and this Agreement shall be binding upon and inure to the benefit of the successors and permitted assigns of the Parties hereto; (e) this Agreement contains the entire understanding of the Parties with regard to the subject matter contained herein, and supersedes all prior agreements, understandings or letters of intent between the Parties, whether written or oral; (f) this Agreement shall not be amended, modified or supplemented except by a written instrument signed by an authorized representative of each Party; and (g) the Parties acknowledge and agree that The Arc is an intended third party beneficiary of Sublicensee's obligations to Sublicensor hereunder, and that The Arc may enforce such obligations in the stead of Sublicensor.

[CHAPTER NAME]

(Signatory of Chapter)

[SUBLICENSEE NAME]

(Signatory of Sublicensee)

IN WITNESS WHEREOF, authorized representatives of the parties have executed this Trademark Sublicense Agreement as of the Effective Date.

EXHIBIT A

TRADEMARK:

[Chapter inserts here the chapter specific logo that is being authorized for use.]

PURPOSE:

[Chapter inserts here specific description of event/activity for which logo use is being sublicensed.]

Exhibit B – Long Form of Trademark Sublicense Agreement

For use for ongoing business relationships. Use Short Form for single events or other limited duration activities.

EXHIBIT B

LONG FORM TRADEMARK SUBLICENSE AGREEMENT

This Trademark Sublicense Agreement (this “**Agreement**”) is entered into as of this ____ day of _____, 20__ (the “**Effective Date**”) by and between [____], a non-profit corporation incorporated under the laws of [____] (“**Sublicensor**”), and [____], a [____] [non-profit corporation] organized under the laws of [____] (“**Sublicensee**”) (Sublicensor and Sublicensee are sometimes each referred to as a “**Party**” and collectively as the “**Parties**”).

RECITALS

WHEREAS, Sublicensee is an affiliated chapter of The Arc of the United States, and has the right to use and/or reproduce the trademark(s) described on Exhibit A hereto (the “**Trademarks**”) pursuant to the terms and conditions of a written Chapter Trademark License Agreement (“**The Arc License Agreement**”);

WHEREAS, Sublicensee wishes to make limited use of the Trademarks for the purpose described on Exhibit A (the “**Purpose**”); and

WHEREAS, Sublicensor is willing to grant Sublicensee a sublicense to the Trademarks on a non-exclusive basis, solely in furtherance of the Purpose and on the terms and conditions set forth in this Agreement.

NOW, THEREFORE, in consideration of the mutual promises, covenants and conditions contained herein, and other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the parties agree as follows:

4. TRADEMARK SUBLICENSE AND USAGE

4.1 License Grant

(a) Non-Exclusive Sublicense.

Sublicensor hereby grants to the Sublicensee, in accordance with the terms and conditions of this Agreement, a royalty-free, non-exclusive, non-assignable and non-transferrable license to use [and/or reproduce] the Trademarks solely for the Purpose. [Note – bracketed language can be taken out of the agreement if Sublicensee will not be reproducing the mark (for example by printing flyers or event programs)]

(b) No Other Use. Sublicensee shall not sublicense or transfer to others the rights granted under this Agreement in any manner whatsoever. Except as otherwise provided in Section 1.1(a), the Sublicensee shall not use and/or reproduce the Trademarks, authorize the use and/or reproduction of the Trademarks and/or knowingly assist any person in the use and/or reproduction of the Trademarks for any purpose whatsoever.

4.2 Protection of the Trademarks.

(a) Limitations on Use.

Sublicensee shall use the Trademarks solely in accordance with this Agreement. Sublicensee shall not knowingly exercise its rights under this Agreement in any manner which may in any way damage, tarnish, jeopardize, or otherwise prejudice the goodwill and reputation associated with the Trademarks.

(b) The Arc Control and Consent.

Sublicensee acknowledges and agrees that the Arc retains the right to control Sublicensor’s and Sublicensee’s use the Trademarks, and Sublicensee must comply with any directions that The Arc, by itself or through Sublicensor, may give from time to time in relation to the exercise of its rights under this Agreement (including, but not limited to, directions in relation to the use of the ® sign, the ™ sign, the SM sign or any other indication as to The Arc’s rights in the Trademarks).

(c) Quality Control. In order to protect the reputation and goodwill of the Trademarks and to maintain the uniform standards of operation under the Trademarks, Sublicensee shall:

(i) use the Trademarks solely in accordance with the provisions of this Agreement;

(ii) refrain from making any untrue, incomplete or misleading representation or warranty concerning any product or service provided in connection with the use of the Trademarks;

(iii) refrain from using the Trademarks in conjunction with any other trademark (other than Sublicensor’s and/or Sublicensee’s formal business name) without Sublicensor’s prior written consent;

(iv) refrain from modifying or otherwise altering the Trademarks without Sublicensor’s prior written consent;

(v) refrain from taking any act which disparages, discredits, dishonors, reflects adversely upon or in any other manner harms the Trademarks, or the goodwill associated therewith; and

(vi) use and/or reproduce the Trademarks in accordance with all applicable laws, rules and regulations.

(d) Goodwill. All rights in the Trademarks and in the goodwill associated therewith arising from the use and/or reproduction of the Trademarks by Sublicensee under this Agreement shall inure solely to the benefit of The Arc.

4.3 Trademark Rights

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(a) The Arc Retained Rights. The Arc and Sublicensor retain the right to use the Trademarks for all purposes. Sublicensee does not acquire by virtue of this Agreement or by virtue of its use and/or reproduction of the Trademarks, any right, title or interest in or in relation to the Trademarks, either during the term of this Agreement or at any time thereafter, other than the rights expressly granted in Section 1.1(a) and only for as long as such rights continue to have effect.

(b) Exclusive Property. Sublicensee acknowledges that the Trademarks are the exclusive property of The Arc, and agrees not to assert any claim of ownership to the Trademarks, or to the goodwill or reputation associated therewith, and shall not claim any right to use and/or reproduce the Trademarks other than the rights expressly granted in this Agreement.

(c) No Registration. Sublicensee agrees not to use, apply to register or to register, or to cause or permit its affiliates to use, to apply to register or to register, any trademark which is confusingly similar to, or a colorable imitation of, a Trademark. Sublicensee further agrees not to use, to apply to register or to register any domain name, corporate or trade name containing or comprising any of the Trademarks or any trademark confusingly similar to, or a colorable imitation of, any of the Trademarks.

(d) No Challenges. Sublicensee shall not, and shall cause its affiliates not to, directly or indirectly, contest or aid in contesting the validity or ownership of the Trademarks, or to take any action whatsoever in derogation of The Arc's claimed rights therein, or do or cause to be done or omit to do any act or thing, the doing or omission of which would contest or in any way tend to impair any right, title or interest of The Arc in the Trademarks.

(e) Prosecution and Maintenance. The Arc, in its sole discretion, shall prepare, file, prosecute, maintain, preserve and renew all applications of and registrations for the Trademarks as The Arc deems to be appropriate, and take any other action that may be required to secure and to maintain the value, validity and enforceability of the Trademarks in The Arc's name.

(f) Further Assurances. Sublicensee undertakes to provide all reasonable assistance as may be requested by The Arc in respect of any filing, proceeding, action or claim arising in relation to the Trademarks, and Sublicensee shall execute all documents reasonably necessary to perform its obligations under this Agreement or to perfect or enforce The Arc's rights in and to the Trademarks.

4.4 Prosecution and Defense of Infringement Actions

(a) Third Party Infringement

(i) *Notice of Use.* Sublicensee shall notify Sublicensor as soon as possible if it becomes aware of any infringement, actual or suspected, dilution or any other unauthorized use and/or reproduction

of the Trademarks by another person or entity (an "Unauthorized Use").

(ii) *Prosecution of Action.*

The Arc shall, in its sole and absolute discretion, determine whether to take whatever action it deems advisable in connection with such Unauthorized Use, and shall not be required to notify or keep Sublicensee informed of The Arc's determination and/or anticipated or actual course of action. The Arc shall bear the entire cost and expense associated with the conduct of any such action, and any recovery or compensation that may be awarded as a result of such action, including but not limited to any settlement that may be reached, shall belong to The Arc. Sublicensee shall provide all reasonable assistance and cooperation that The Arc may reasonably require in the conduct of any such action. Such cooperation shall not entitle Sublicensee to any claim for recovery or compensation in respect thereof, and all such recovery or compensation shall belong solely to The Arc.

(b) Infringement Action Against Sublicensee

(i) *Notice of Suit.*

Sublicensee shall notify Sublicensee in writing as soon as possible, if any legal action is commenced or threatened against Sublicensee as a result of its use and/or reproduction of the Trademarks (a "Third Party Claim"). The Arc, Sublicensor and Sublicensee shall promptly and in good faith meet and determine the appropriate actions to be taken in the defense of such legal action. In no event shall Sublicensee, without the prior written consent of The Arc, settle or compromise any Third Party Claim and shall not make any admissions in relation to such Third Party Claim, and The Arc shall decide in its sole and absolute discretion how to deal with the claim and at its sole and absolute discretion shall be entitled (but not obliged) to have full control of any proceedings that may be brought against Sublicensee to the extent that such proceedings result from the use and/or reproduction by Sublicensee of the Trademarks in accordance with this Agreement. The Arc's right to control the defense of any claim with respect to the Trademarks shall: (i) include the right to settle any such proceeding including, but not limited to, the right to agree to an injunction in which case Sublicensee shall immediately cease any and all use of the Trademark(s) subject to such injunction; and (ii) apply in all circumstances. The Arc shall enjoy any recovery or settlement awarded or otherwise received in respect of such proceedings.

4.5 Indemnification. Sublicensee shall indemnify, defend and hold harmless Sublicensor from all costs, expenses, damages, penalties, attorneys' fees, legal fees and settlement fees incurred by Sublicensor or awarded in connection with or arising from Third Party Claims arising from: (i) Sublicensee's breach of any covenant, representation, warranty or other provision of this Agreement; and/or (ii) Sublicensee's unauthorized use and/or reproduction of the Trademarks.

4.6 Injunctive Relief. Sublicensee agrees that irreparable damage would occur and that Sublicensor would not have any adequate remedy at law in the event that Sublicensee breaches or threatens to breach the provisions of

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this Agreement. Sublicensee therefore agrees that Sublicensor shall be entitled to an injunction or injunctions to prevent such actual and threatened breaches of this Agreement and to enforce specifically (without proof of actual damages or harm, and not subject to any requirement for the securing or posting of any bond in connection therewith) such terms and provisions of this Agreement, this being in addition to any other remedy to which Sublicensor is entitled at law or in equity, including money damages.

5. TERM AND TERMINATION

5.1 Term. This Agreement shall be effective as of the Effective Date, and shall terminate as set forth in this Section 2.

5.2 Automatic Termination. This Agreement will automatically terminate on the earlier of:

- (a) Written notice by Sublicensor of termination of this Agreement;
- (b) Termination of The Arc License Agreement;
- (c) Sublicensor ends its status as an affiliated state or local chapter of The Arc; or
- (d) [_____, 20__] [Note – each sublicense must have a definite end-date]

5.3 Termination for Breach. Sublicensor may terminate this agreement with thirty (30) days prior written notice if Sublicensee is in material breach of any of the provisions of this Agreement and Sublicensee has failed to cure such breach within the thirty (30) day period.

5.4 Consequences of Termination. Upon termination of this Agreement for any reason whatsoever, Sublicensee shall immediately cease and refrain from any use and/or reproduction of the Trademarks, and shall promptly return to Sublicensor, or destroy, all materials and information (whether in tangible or intangible form) containing or displaying the Trademarks.

6. MISCELLANEOUS PROVISIONS

6.1 Notices. Any communication, notice or demand to be made or given hereunder shall be duly made or given if in writing and delivered, made or transmitted by registered or certified letter or overnight courier to the following address (or such other address as specified in a written notice from the relevant party to the other party at least fifteen (15) days prior to the date of the relevant communication, notice or demand):

If to Sublicensor:

Attn.: _____
Fax: (____) ____-____

If to Sublicensee:

Attn.: _____
Fax: (____) ____-____

Such communication, notice or demand shall be deemed to have been served in the case of a registered or certified letter at the expiration of five (5) business days after posting, and, in the case of overnight courier, one (1) business day after posting. Evidence that the communication, notice or demand was properly addressed, stamped and put into the post shall be conclusive evidence of posting.

6.2 Governing Law. This Agreement shall be construed, governed, interpreted and applied in accordance with the laws of the state of [_____] (other than the conflicts of law provisions set forth therein). All disputes under or related to this Agreement shall be resolved exclusively by the state or federal courts located within the County of [_____]. The parties consent to the jurisdiction of such courts, agree to accept service of process under the notice provisions of this Agreement, and waive any defense or objections otherwise available based on jurisdiction, venue or forum non conveniens.

6.3 Status of Parties. Each party intends that its relationship created pursuant to this Agreement is that of an independent contractor. This Agreement is not to be construed as creating any partnership, principal-agent relationship, master-servant relationship, joint venture, fiduciary relationship or other similar relationship between the parties. Except as specifically set forth herein, neither party has any authority to enter into any contract or commitment in the name of the other party.

6.4 Severability. If any term or other provision of this Agreement is invalid, illegal or incapable of being enforced by any rule of law, or public policy, all other conditions and provisions of this Agreement shall nevertheless remain in full force and effect so long as the economic or legal substance of the transactions contemplated hereby are not affected in any manner materially adverse to any party. Upon such determination that any term or other provision is invalid, illegal or incapable of being enforced, the parties shall negotiate in good faith to modify this Agreement so as to effect the original intent of the parties as closely as possible in a mutually acceptable manner in order that the transactions be consummated as originally contemplated to the fullest extent possible.

6.5 Waiver. Any delay or failure of a party hereto at any time to require performance by the other party of any provision of this Agreement shall in no way affect the right of such other party to require performance of that or any other provision of this Agreement, and shall not be construed as: (i) a waiver of any subsequent breach of any provision; (ii) a waiver of this provision itself; or (iii) a waiver of any other right under this Agreement.

6.6 Assignment. Sublicensee may not assign or transfer any of its rights or liabilities under this Agreement whether in whole or in part. This Agreement

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shall be binding upon and inure to the benefit of the successors and permitted assigns of the Parties hereto.

6.7 Entire Agreement; Amendments.

This Agreement contains the entire understanding of the Parties hereto with regard to the subject matter contained herein, and supersedes all prior agreements, understandings or letters of intent between the Parties hereto, whether written or oral, relating to the subject matter contained herein. This Agreement shall not be amended, modified or supplemented except by a written instrument signed by an authorized representative of each of the parties hereto.

6.8 Third Party Beneficiary. The Parties acknowledge and agree that The Arc is an intended third party beneficiary of Sublicensee's obligations to Sublicensor hereunder, and that The Arc may enforce such obligations in the stead of Sublicensor.

IN WITNESS WHEREOF, authorized representatives of the parties have executed this Trademark Sublicense Agreement as of this Effective Date.

[CHAPTER NAME]

(Signatory of Chapter)

[SUBLICENSEE NAME]

(Signatory of Sublicensee)

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EXHIBIT A

TRADEMARKS:

[Chapter inserts here chapter specific logo that is being authorized for use.]

PURPOSE:

[Chapter inserts here specific description of event/activity for which logo use is being sublicensed.]

EXHIBIT C
PRIOR TRADEMARKS

1. ARC

Registration #: 3116298

2. The Arc



Registration #: 1975735

3. Association for Retarded Citizens

Registration #: 3474894

4. The Arc

Registration #: 2068223

CHAPTER TO PROVIDE ELECTRONIC COPY OF CURRENT LOGO(S) CHAPTER WILL
BE DISCONTINUING. LOGOS WILL BE INSERTED HERE IN FINAL VERSION OF
DOCUMENT