

PN Final 3/12/19

**TRADEMARK LICENSE AGREEMENT
FOR HEALTHYSTEPS**

This License Agreement (“**Agreement**”) is made and entered into on the [xth] day of [MONTH][YEAR] (“**Effective Date**”), by and between ZERO TO THREE, National Center for Infants, Toddlers, and Families, located at 1255 23rd Street, N.W., Suite 350, Washington, DC 20037 (“**ZERO TO THREE**”), and [SITE NAME], located at [SITE LOCATION] (“**LICENSEE**”). ZERO TO THREE and **LICENSEE** are hereinafter referred to individually as a “**Party**” or collectively as the “**Parties.**”

WHEREAS, ZERO TO THREE is the owner of the following registered mark: HEALTHYSTEPS and HEALTHYSTEPS Design (“**Trademarks**”), copies of which are attached hereto as Exhibit A;

WHEREAS, LICENSEE wishes to use the Trademarks to identify itself as an approved HealthySteps site (“**Site**”); and

WHEREAS, ZERO TO THREE wishes to grant to LICENSEE and LICENSEE wishes to accept a limited license to use the Trademarks solely in accordance with the terms of this Agreement.

NOW, THEREFORE, for good and valuable consideration and for the mutual promises set forth herein, the receipt and sufficiency of which are hereby acknowledged, the Parties, intending to be legally bound, agree as follows:

1. Subject to the terms and conditions described hereunder, ZERO TO THREE grants to LICENSEE, and LICENSEE accepts from ZERO TO THREE, a limited, non-exclusive, royalty-free, license only in those locations of the Site that are entitled to the rights and benefits of the Site as set forth in the Affiliate Agreement between ZERO TO THREE and LICENSEE, to use the Trademarks in either print or digital form on promotional and marketing materials, its website and its advertisements and business stationery and cards. All other usages of the Trademarks by LICENSEE shall require ZERO TO THREE’s prior written approval.

2. The license granted herein is limited by the following:

(a) LICENSEE shall fully comply with the ZERO TO THREE brand guidelines, as may be amended from time-to-time (“**Brand Guidelines**”). The Brand Guidelines shall be set forth on the HealthySteps’ secure, online data portal (“**Portal**”).

(b) LICENSEE shall use the Trademarks solely in the permitted medium and format and is not permitted to use the Trademarks for any purpose other than that specified in this Agreement or on any other materials including, without limitation, training materials.

3. This Agreement shall commence on the Effective Date and shall continue for the duration of the period in which LICENSEE remains an approved Site or as may otherwise be terminated as set forth in Section 4 below.

4. (a) LICENSEE acknowledges and agrees that: (i) it shall not use, nor shall it allow any third party to use, the Trademarks in a manner that is likely to diminish their value or tarnish ZERO TO THREE's reputation as a leading source of reliable information concerning families and infant and child development; (ii) it will not use, nor will it allow any third party to use, the Trademarks in a manner or take action that might suggest or indicate a commercial relationship with ZERO TO THREE; (iii) it shall not alter or distort, nor will it allow any third party to alter or distort, the meaning of the Trademarks in any manner; (iv) except as specifically permitted hereunder, it shall not authorize any third party to use the Trademarks; and (v) all goodwill associated with LICENSEE's use of the Trademarks shall inure to the benefit of ZERO TO THREE.

(b) If LICENSEE does not comply with the provisions of this Agreement or if ZERO TO THREE finds LICENSEE's use of the Trademarks objectionable, ZERO TO THREE may request by written notice that LICENSEE alter its use of the Trademarks. LICENSEE agrees to promptly comply with any such request within ten (10) days, and if it fails to do so, ZERO TO THREE will have the right to terminate this Agreement after the ten-day period. If LICENSEE breaches this Agreement in such a way that a cure is not possible, ZERO TO THREE will have the right to terminate this Agreement after fifteen (15) days' written notice. Upon termination or expiration of this Agreement, all rights granted herein shall automatically revert to ZERO TO THREE without further notice, and LICENSEE shall terminate all use of the Trademarks.

5. All notices shall be in writing and shall be deemed to be delivered when sent by facsimile or electronic mail and confirmed by regular mail. All notices shall be directed to the Parties at the respective addresses as given below or to such other address as either Party may, from time to time, designate by notice to the other Party.

ZERO TO THREE:

Laura Shiflett, CFAO
ZERO TO THREE
1255 23rd Street, N.W., Suite 350
Washington, DC 20037
Telephone: (202) 638-1144
Fax: (202) 638-0851
Email: lshiflett@zerotothree.org

With a copy to:

Monica P. McCabe, Esq.
Phillips Nizer LLP
666 Fifth Avenue
New York, New York 10103
Telephone: (212) 841-0713
Fax: (212) 262-5152
E-mail: mmccabe@phillipsnizer.com

LICENSEE:

Name:

Title:

Site Name:

Address:

City, State Zip:

Email:

Telephone:

With a copy to:

Name:

Title:

Site Name:

Address:

City, State Zip:

Email:

Telephone:

6. LICENSEE acknowledges that ZERO TO THREE is the owner of the Trademarks and acknowledges that it is not acquiring any interests in or rights to the Trademarks apart from the rights set forth in this Agreement. LICENSEE will not contest or deny the validity of the Trademark or the title of ZERO TO THREE thereto, nor register or attempt to register the Trademarks or similar marks in any jurisdiction.

7. Other than as provided for in this Agreement, ZERO TO THREE assumes no liability to LICENSEE or to any third party with respect to the LICENSEE'S services, products or use of the Trademarks.

8. LICENSEE shall promptly notify ZERO TO THREE of any infringement or challenge to the Trademarks of which LICENSEE becomes aware. ZERO TO THREE, in its discretion, shall have the sole right to institute any litigation or other proceeding arising out of or relating to any such infringement, challenge or claim and shall be entitled to receive the entire recovery from such litigation or proceeding. At ZERO TO THREE'S expense, LICENSEE shall cooperate with ZERO TO THREE's reasonable requests for information related to any such litigation or proceeding.

9. This Agreement may not be voluntarily or involuntarily, directly or indirectly, assigned, sold, pledged, hypothecated or otherwise transferred by LICENSEE without the prior written approval of ZERO TO THREE, and any such assignment or transfer without such approval shall constitute a breach hereof and convey no rights or interests in the Trademarks to such assignee.

10. This Agreement, the entire relationship between the Parties, and any litigation between the Parties (whether based in contract, tort, law or equity) shall be governed by and construed in accordance with the substantive laws of the District of Columbia, without regard to its conflicts of law principles. Any action pertaining to this Agreement or between the Parties shall be commenced and prosecuted only in the United States District Court for the District of Columbia, and the Parties consent to personal jurisdiction in the District of Columbia.

11. Each Party shall act as an independent contractor in carrying out its obligations under this Agreement. Nothing contained in this Agreement shall be construed to imply a joint venture partnership or principal/agent relationship between the Parties, and neither Party by virtue of this Agreement shall have the right, power or authority to act or create any obligation,

express or implied, on behalf of the other Party.

12. This Agreement constitutes the entire understanding between the Parties and shall supersede all prior proposals and/or agreements, oral or written, and all other communications between the Parties relating to the subject matter of this Agreement. This Agreement shall not be varied other than by an instrument in writing of subsequent date hereof, executed by the authorized representatives of the Parties.

13. The waiver by either Party of a breach or provision of this Agreement shall not operate or be construed as a waiver of any subsequent breach or provision by the other Party.

14. This Agreement shall be binding upon the Parties and shall inure to the benefit of their respective executors, administrators, heirs, and successors in interest. The invalidity, illegality or unenforceability of any provision shall not in any way affect, impair, invalidate or render unenforceable this Agreement or any other provision thereof.

15. This Agreement may be executed in any number of counterparts, each of which shall be deemed to be an original, but all of which together shall constitute one and the same instrument.

16. All provisions capable of survival, will survive termination or expiration of this Agreement.

FOR ZERO TO THREE:

Janice Im

NAME

Chief Program Officer

TITLE

DATE

SIGNATURE

FOR LICENSEE:

NAME

TITLE

DATE

SIGNATURE

EXHIBIT A: TRADEMARKS

