

## LICENSE AGREEMENT

This License Agreement (“License”) is made and entered into on \_\_\_\_\_, 202\_, by and between The Reading League, Inc., a New York not-for-profit corporation with offices at 103 Wyoming Street (2<sup>nd</sup> Floor), Syracuse, New York 13204 (“**Licensor**”), and \_\_\_\_\_, Inc., a \_\_\_\_\_ [not-for-profit corporation **or** a program of \_\_\_\_\_, its fiscal sponsor] with offices at \_\_\_\_\_ (“**Licensee**”).

**WHEREAS**, Licensor is the sole and exclusive owner of the following trademarks shown on Exhibit A, together with all common law rights associated therewith (the “Marks”); and

**WHEREAS**, Licensor is the sole and exclusive owner of certain copyrighted programs, processes and materials, including without limitation, a website, videos, presentations, and manuals, as amended and revised, together with all common law rights associated therewith (the “TRL Process” and together with the Marks, the “Brand”); and

**WHEREAS**, Licensee desires to obtain from Licensor a non-exclusive license to use the Brand in association with Licensee’s activities as an affiliate of Licensor pursuant to a certain Affiliation Agreement of even date and entered into simultaneously herewith.

**NOW, THEREFORE**, in consideration of the promises and covenants set forth herein and in the Affiliation Agreement, and for other good and valuable consideration, the receipt, adequacy and sufficiency of which is hereby acknowledged, the parties agree as follows:

1. **LICENSED SERVICES.** Licensee shall use the Brand only in connection with the services as described on Exhibit B, the activities permitted under the Affiliation Agreement, and such other services or goods that Licensor may specifically permit, in writing, to be marketed and sold under the Brand (the “Licensed Services”).

2. **LICENSE GRANT.**

A. Licensor hereby grants to Licensee for the Term of this Agreement a non-exclusive right and license to use the Brand on or in association with the Licensed Services in \_\_\_\_\_ {City, County, State or region} (the “**Territory**”). The license and rights granted under this Section are subject to the terms and conditions stated in this Agreement. Licensor hereby reserves any and all rights not expressly and explicitly granted to Licensee hereunder.

B. Licensee shall not sublicense the Brand without the prior, express written consent of the Licensor. Licensee shall not use nor authorize others to use the Brand outside the Territory or on any other services, goods or merchandise of any kind other than as specifically set forth in this Agreement or as otherwise agreed to by the parties in writing.

C. Licensee agrees to exclusively use a website provided by TRL for the use of the Marks; provided, however, that Licensee may, subject to the approval rights of Licensor included herein, post from time to time the Marks on social media platforms.

D. The license granted is personal to Licensee and is not assignable for any reason without Licensor's prior written consent.

E. Nothing in this Agreement is to be construed as an assignment or grant to Licensee of any right, title or interest in the Brand or in any copyright, design, trade name, trademark, trade dress or other property right beyond the limited license expressly granted hereby. Licensee agrees not to assert any rights in the Brand contrary to the provisions of this Agreement.

### 3. **COMPENSATION.**

A. Licensee shall pay to Licensor the Affiliation Fee as required by the Affiliation Agreement.

B. Licensor reserves the right to require additional compensation to be paid by the Licensee in the event the Licensor agrees in writing to permit the Licensee to use the Marks on products, goods or services beyond the scope of those listed in the registrations.

4. **TERM.** This Agreement shall be coterminous with the Affiliation Agreement and the license granted herein shall commence on the date hereof and shall continue for a term of one (1) year, or until it is Terminated in accordance with Paragraph 7 of this Agreement.

### 5. **OWNERSHIP.**

A. Licensee hereby acknowledges Licensor's right, title and interest in and to the Brand, and Licensor's exclusive right to use and license the use of the Brand.

B. Licensee's use of the Brand and any and all good will arising from such use shall inure solely to the benefit of the Licensor, and Licensee shall not assert any claim to the Brand or such good will.

C. Licensee agrees to comply with the rules and guidelines set forth from time to time by Licensor with respect to the appearance and use of the Brand. Any form of use of the Brand not specifically provided for by such rules shall be adopted by Licensee only upon prior written approval of Licensor.

D. Licensee shall permanently display the Brand and shall include all appropriate notices and legends with respect to Brand as are or may be required by applicable Federal, State or local trademark laws or which may be reasonably requested by Licensor, including appropriate notice symbols, including without limitation, as applicable: ®, <sup>TM</sup>, <sup>SM</sup>, or ©. See Exhibit A for the current Marks with notice symbols. Licensor shall provide updated samples of the Marks from time to time.

### 6. **QUALITY CONTROL.**

A. Licensee acknowledges that the Brand is associated with high quality services and products. Licensee shall adhere to the level of quality and maintain the reputation of the Brand as it exists at the time of this Agreement is executed, or as thereafter directed by Licensor. Licensee shall maintain and enhance the value of the good will residing in the Brand.

B. Licensee shall furnish to Licensor prior to any use or display, including but not limited to posting on any website or social media platform, for the approval by Licensor, copies of all advertising and promotional material on which the Marks appear, including use or display on a website or social media platform (the "Materials"). Licensor shall have the right to approve or disapprove any or all Materials and Licensor's approval shall not be unreasonably withheld. Any Materials submitted to Licensor shall be deemed approved unless Licensor notifies Licensee to the contrary within ten (10) business days after receipt of such Materials.

C. Licensor may, from time to time, impose certain additional, written quality standards upon Licensee's services and activities in association with the Brand. Licensee shall comply with any and all such standards.

D. If the quality of the Licensed Services falls below the standards set forth in this Section, Licensee shall use its best efforts to restore such quality.

E. Licensor shall have the right to inspect upon reasonable notice and during normal business hours, the premises at which Licensee will operate its business and any other location where the Brand may be displayed by or associated with the Licensee. Licensor shall have the right to inspect any written materials, documents, advertising, programming, marketing materials, goods or products that Licensee uses in association with the Brand.

F. Licensee shall comply with all federal, state or local law or regulation applicable to the handling, use, sale or distribution of Licensed Services or any goods or products sold or distributed under the Brand.

## 7. **TERMINATION.**

A. Licensor may terminate this Agreement at will and for any reason upon 30 days' written notice to Licensee. Any such at-will termination by the Licensor will be effective 30 days after Licensee's receipt of any such notice.

B. Licensor may elect to terminate this Agreement, effective immediately upon Licensee's receipt of written notice of such, if:

a. Licensee does not meet the quality standards of this Agreement as described in Section 6;

b. Licensee's use or misuse of the Brand in violation of this Agreement may bring discredit to, or otherwise impair the reputation, value or good will of the Licensor or the Mark;

- c. Licensee fails to make payments to Licensor when due under this Agreement;
- d. any proceeding is instituted by or for Licensee to dissolve its corporate structure or for winding-up;
- e. Licensee merges with or otherwise comes under the shared or sole control or direction of any other party;
- f. Licensor merges with or otherwise comes under the shared or sole control or direction of any other party; or
- g. Licensee loses its tax-exempt status.

C. If, in Licensor's sole discretion, Licensee does not meet the quality standards of this Agreement, Licensor shall give notice to the Licensee specifying the circumstances pertaining to such breach of the quality standards expected by Licensor. If such breach is not remedied during a thirty (30) day period immediately following the Licensee's receipt of such notice, the Licensor shall have the right to notify Licensee, in writing, of its decision to terminate this Agreement effective as of the date of that notice. In the event that the breach is remedied, this Agreement shall continue in full force and effect the same as if no notice had been given. Waiver by any party of its right to terminate because of any one breach shall not constitute a waiver of any subsequent breach of the same or of a different nature. No termination of this Agreement by expiration or otherwise shall relieve or release any party from any of its obligations hereunder with respect to royalties due or acts committed under this Agreement.

D. Licensee shall have the right to terminate this Agreement at will upon written notice to Licensor effective immediately upon Licensor's receipt of said notice.

## 8. INDEMNIFICATION.

A. Licensee shall defend, indemnify and hold Licensor and its directors, officers, employees, representatives and agents harmless against all claims, suits, costs, damages, judgments, attorney fees, license fees, settlement or expenses incurred, claimed, obtained or sustained by third parties, whether for personal injury, intellectual property infringement, dilution, misappropriation or otherwise, arising out of (1) this Agreement; (2) any act, error or omission of Licensee or any of its directors, officers, employees, volunteers, or agents; or (3) Licensee's breach of this Agreement.

9. **INFRINGEMENT.** Licensee shall promptly inform Licensor by written notice of any infringement, or possible infringement or other misuse by a third party, of the Brand on or in connection with the goods, products, materials or services similar to the Licensed Services that Licensee learns of, and Licensee will provide the Licensor with any relevant information relating to such possible infringement or misuse in its possession. Any action for infringement or other misuse of Brand against another party shall be brought by Licensor at its sole option, and any such action and all damages received in the recovery shall belong solely to Licensor. If Licensor

fails to act, Licensee may enforce the Licensor's rights and any recovery shall belong solely to Licensee. If requested to do so, either party shall reasonably cooperate with the other party in any such action, including by joining the action as a party.

10. **RELATIONSHIP OF THE PARTIES.** The relationship of Licensee to Licensor is that of an independent contractor and neither Licensee nor its agents or employees shall be considered employees of Licensor. This Agreement does not constitute and shall not be construed as constituting a partnership or joint venture or grant of franchise between Licensor and Licensee. This Agreement shall not be construed as authority for either party to act for the other party in any agency or other capacity or to make commitments of any kind for the account of or on behalf of the other, except to the extent and for the purposes provided herein.

11. **NOTICES.** Any notice, request or statement hereunder shall be deemed to be sufficiently given or rendered when sent by first-class mail or by FedEx or similar overnight courier. The following addresses shall be used for notice purposes:

If to the Licensor:    The Reading League, Inc.  
103 Wyoming Street; 2<sup>nd</sup> Floor  
Syracuse, New York 13204

With a copy to:    Hancock Estabrook, LLP  
Attn: James P. Young  
1500 AXA Tower I  
100 Madison Street  
Syracuse, New York 13202

If to the Licensee:

or, in any case, to such changed address or person as Licensor or Licensee shall have specified by written notice pursuant hereto.

12. **SUCCESSORS AND ASSIGNS.** The rights and obligations of the parties hereby shall inure to the benefit of and be binding and enforceable upon the permitted successors and assigns of the Licensee and upon the respective successors and assigns of Licensor.

13. **GOVERNING LAW, JURISDICTION AND CHOICE OF FORUM.** This Agreement shall be governed in accordance to the substantive and procedural laws of the State of New York, without regard to conflicts of laws provisions, and any applicable law of the United States of America. All disputes or claims arising under this Agreement shall be brought in, and the parties hereby submit to the exclusive personal jurisdiction of the state or federal courts located within Onondaga County, New York.

14. **WAIVER.** The failure of any party to enforce any breach of any term of this Agreement shall not constitute a waiver of the breach. Any waiver must be in writing signed by the party granting the waiver to be effective. No waiver by any party of any breach of any

provision shall constitute a waiver of, or estoppel with respect to, any other subsequent breach of that or any other provision.

15. **SEVERABILITY.** If any provision of this Agreement is determined by a court of competent jurisdiction to be invalid, void or unenforceable, such determination shall not affect the validity or enforceability of any other part or provision of this Agreement.

16. **COMPLETE AGREEMENT.** This Agreement constitutes the entire agreement between the parties with respect to the subject matter hereof and supersedes all proposals, both oral and written, negotiations, representations, commitments, writings and all other communications between the parties. This Agreement may not be modified except by a writing signed by a duly authorized agent of each party.

17. **HEADINGS.** Headings of Sections are for convenience of the parties only and shall be given no substantive or interpretive effect.

18. **COUNTERPARTS.** This Agreement may be executed in one or more counterparts, each of which shall be deemed to be an original and all of which, when taken together, will be deemed to constitute one in the same document.

IN WITNESS WHEREOF, the parties have executed this Agreement as of the date set forth above.

**The Reading League Inc.**

\_\_\_\_\_  
(name of chapter)

By: \_\_\_\_\_  
Name: Maria Murray, Founder and CEO

By: \_\_\_\_\_  
Name:  
Title:

**Agreed to and Accepted by Licensee’s Fiscal Sponsor (if applicable):**

\_\_\_\_\_  
(name of fiscal sponsor)

By: \_\_\_\_\_  
Name:  
Title:

**Exhibit A  
Trademarks**

The Reading League, Inc.

The Reading League

Tagline: Sharing knowledge, inspiring change.

Logos:



## **Exhibit B Services**

The charitable purpose of TRL is to provide supportive educational resources to advance the awareness and use of evidence-based instructional practices in reading, for the benefit of teachers and education agencies.

TRL and Chapter agree to maintain a cooperative and supportive relationship with each other, and expect and desire that each shall support, assist and/or participate with the other with respect to all matters of common interest that further the fundamental and primary charitable purposes of each and of the TRL Network. TRL and Chapter acknowledge the value of a national network coordinated by TRL with the goal of supporting access to and consistency in materials and training provided to educators across the network.

Chapter shall endeavor to sponsor a minimum of 3-5 programs and activities per year that fulfill the purposes and objectives of this Agreement. All presentations, materials and sponsor/vendors related to the TRL Brand which are developed by Chapter must be approved by TRL in accordance with TRL guidelines as promulgated from time to time. This includes approval on all sponsor and partnerships for TRL branded events. Approval requests must be formally submitted no later than 3 weeks prior to event.