

2011 United Way Worldwide License Agreement



United Way Worldwide

701 North Fairfax Street Alexandria, Virginia 22314-2045 liveunited.org

License to Use Marks of United Way Worldwide

The following confirms in writing the terms of your organization's license to use the collective membership marks, trademarks, and service marks ("Licensed Marks") of United Way Worldwide (UWW) conferred upon your organization by virtue of your membership in United Way Worldwide as evidenced, in part, by your signature on the Membership Investment Form.

United Way Member Organizations (UWMO) in good standing, including your organization, shall use the United Way Worldwide Collective Membership Marks, including the United Way Brandmark (depicted below), and the word mark UNITED WAY, ("the Collective Membership Marks"), and any national tagline currently approved for membership use, to indicate membership in United Way Worldwide, as well as certain trademarks and service marks, according to the policies, quality and graphics standards adopted by United Way Worldwide's



LIVE UNITED

Board of Trustees, as set forth in the Brandmark Guidelines that forms a part of your membership package, and is available on CD ROM, at United Way Online or in printed form, at your request.

UWMO in good standing, including your organization, shall use the United Way Brandmark in connection with the eleemosynary services (defined in Paragraph 4 below) rendered by said members to the United Way Agencies in their Service Area (defined in Paragraph 1 below) and may sublicense those United Way Agencies to use the Licensed Marks in connection with the rendering of their social and other human care services in accordance with the terms set forth in Paragraph 12 below.

The terms of this License are:

1. This License is royalty-free, exclusive and for the Solicitation/ Service Area assigned to your ZIP code, on file at United Way Worldwide in GiftLink.
2. United Way Worldwide retains the right to use the Licensed Marks on a worldwide basis. Your organization recognizes United Way Worldwide's exclusive ownership and titles to the licensed marks.
4. The duration of this License shall coincide with the duration of your organization's membership in United Way Worldwide, subject to earlier termination as set forth in Paragraph 14 of this Agreement.
5. Your organization shall use the Licensed Marks only in connection with its charitable fundraising, resource allocation to social service organizations concerned with health, welfare, recreation and other human care services, community impact and public education activities and not for any other services, products or purposes not expressly provided for herein, without the prior written consent of United Way Worldwide.
6. Your organization may use the Collective Membership Marks to indicate membership in United Way Worldwide in advertising and promotional materials, on stationery or other printed matter and on commemorative products pursuant to Paragraph 13 of this Agreement.

7. Your organization shall use United Way as part of its business name on the same terms and conditions in accordance with the Brandmark Guidelines. Any changes to the business name must be preapproved by United Way Worldwide.
8. Your organization shall use a geographic modifier, such as United Way of Anytown, when the mark UNITED WAY appears in any materials distributed to the public, including but not limited to advertising, promotional, and fund solicitation materials outside of a workplace campaign, whether print media or television or radio (Promotional Media), where said Promotional Media is likely to extend beyond the borders of your Service Area. In cases where UWMOs collaborate in the same media market to share radio or television advertising, the geographic modifier of the participants or a regional modifier must be used.
9. Your organization shall at all times use such notices of registration with the Licensed Marks and shall display said marks only in such format as United Way Worldwide may specify from time to time in the Brandmark Guidelines, or in such other communications as United Way Worldwide shall furnish to your organization from time to time.
10. For the duration of this license, your organization shall use its best efforts to comply with the written quality standards and methods of doing business set forth in the Brandmark Guidelines. United Way Worldwide shall have the right to reasonably verify your organization's compliance with the terms of the Agreement.
11. All of your organization's Promotional Media, bearing the Licensed Marks, shall comply with the standards set forth in the Brandmark Guidelines. Promotional Media in substantial conformity with the standards shall be deemed to be approved.
12. The license hereby granted is personal to your organization and shall not be assignable, directly or indirectly, without the written consent of United Way Worldwide.
13. Your organization may grant sublicenses to use the Licensed Marks only to qualifying United Way agencies, Including funded agencies and designated agencies within your membership package), which is hereby incorporated by reference. The terms and conditions of the Internet License Agreement are in addition to, and not in lieu of, those terms contained in this Agreement and the Brandmark Guidelines
14. This License will remain in effect for the duration of your organization's membership in United Way Worldwide, that is until your organization:
 - a. Elects not to renew membership; or
 - b. Gives 60 days notice of termination to United Way Worldwide; or
 - c. Has its membership canceled or revoked; or
 - d. Is terminated under the terms of this paragraph; or
 - e. Fails to cure a breach of this License within sixty (60) days following the receipt of a written demand by United Way Worldwide to cure the breach; or
 - f. In the event of termination of your organization's existence as a legal entity or its public announcement of intent to discontinue such existence, whichever occurs first.
15. Upon termination of this License, your organization shall discontinue immediately all use of the Licensed Marks. It shall further dispose of by delivery to United Way Worldwide or by destruction, at its option and free of any charge to United Way Worldwide, all Promotional Media and all other material bearing any of the Licensed Marks that are subject to its control.
16. UWMO using United Way Worldwide trademarks on the Internet for fundraising, marketing, or any other purposes are required to adhere to the terms and conditions set forth in the Internet Trademark License Agreement (also part of your membership package), which is hereby incorporated by reference. The terms and conditions of the Internet License Agreement are in addition to, and not in lieu of, those terms contained in this Agreement and the Brandmark Guidelines.

Collective Membership Marks and Service Marks

The approved United Way logo library is available in the Brandmark Guidelines, on CD ROM, and at United Way Online (online.unitedway.org).

Internet License Agreement

As part of its fundraising or other charitable services, a United Way Member Organization (“UWMO”) may want to use the United Way Brandmark, the word mark UNITED WAY, (the Licensed Marks) on the Internet. These marks may be used for Internet fundraising or marketing in accordance with the following policy.

1. Any use of Licensed Marks shall conform to United Way Worldwide (“UWW”) graphic standards as set forth in the Brandmark Guidelines.
2. Your organization shall clearly display its complete name, United Way of Anytown, and a geographic identifier whenever any of the Licensed Marks is used on the Internet.
3. Your organization may not use any of the Licensed Marks, individually or collectively, repeatedly (even if used in the correct format) as a meta-tag, or use any other device or technique that would cause the site to be picked up in preference to another site by a search engine searching the Internet for the name “United Way.”
4. Your organization may permit other organizations to link to your site only by using links that include your organization’s full name, United Way of Anytown, and a geographic identifier.
5. Your organization may authorize Internet fundraising service providers to use the Licensed Marks only to provide such services for the authorizing member organization. The service provider must use the full name of the authorizing member and a geographic identifier whenever any of the Licensed Marks appears.
6. Internet fundraising service providers must disclose to donors the percentage of the donation that the recipient organization will receive.
7. Existing guidelines for use of the marks in conjunction with commemorative products apply on the Internet, including those set forth in the Trademark Manual, the Brandmark Guidelines and elsewhere, made available to you online at United Way Online, on CD ROM from United Way Worldwide or in printed form, as part of your membership package. Your organization may authorize suppliers to provide commemorative type products to your organization for use in conjunction with campaign activities in your service area. Your organization may not authorize suppliers to advertise or solicit sales of commemorative products on the Internet, to use the Licensed Marks in any advertising or promotional materials or to sell commemorative-type products directly to the public.

Revised December 2010

Guidelines for Services or Commemorative Products Bearing the Marks of United Way Worldwide; Cause-Related Marketing

Commemorative Products

United Way Worldwide has licensed the United Way Store, a wholly-owned subsidiary of United Way Worldwide, to produce a wide variety of items for use by United Ways in their fundraising and other activities. The United Way Store is the only official supplier of items bearing marks owned by United Way Worldwide. Member organizations (United Ways) are permitted to purchase commemorative products, such as pins or plaques bearing the United Way name and logo, from other unofficial suppliers.

United Ways may authorize unofficial suppliers to produce items bearing the United Way name and logo for the use of the authorizing United Way. These marks may only be used on products to show membership in United Way or for other campaign-related material such as rings, plaques, certificates, pins and signs. No other marks can be used by members or suppliers.

Services

Additionally, at times, as a part of its fundraising or other charitable services, a United Way may want to authorize services to be identified by the United Way Worldwide service marks “United Way” and/or the United Way Brandmark as a part of these charitable activities.

United Ways may authorize unofficial service providers to perform services identified with the service marks “United Way” and/or the United Way Brandmark only for the use of the authorizing United Way. These marks may be used only in conjunction with the services associated with the charitable activities of the member organization. No other marks can be utilized by member organizations or service providers.

Policies for Commemorative Products & Services

The following policies apply for use by United Ways for the purchase of commemorative products or services whenever items are ordered from unofficial suppliers:

1. The supplier or service provider must conform to United Way Worldwide’s graphic and quality standards.
2. The supplier or service provider may not manufacture or obtain products or provide services bearing the marks owned by United Way Worldwide for purposes of soliciting sales to other United Ways.
3. The supplier or service provider may not depict products or services bearing the marks owned by United Way Worldwide in advertising or promotional materials.
4. The supplier or service provider may not use the marks owned by United Way Worldwide in advertising or promotional materials.
5. The supplier or service provider may not sell any products or render any services bearing any other register marks of United Way Worldwide, nor may the supplier or service provider use any other marks of United Way Worldwide in advertising or soliciting sales for any product.
6. The supplier or service provider may include the following language, or similar language conveying the same information, in its advertising and/or promotional materials: “We have supplied commemorative products to charitable organizations, including United Way of Anytown, and can supply your needs for”
7. The supplier or service provider may not identify itself, in any advertising or promotional material, either directly or indirectly through inference as an authorized or official supplier of products or services bearing the United Way Worldwide marks.

Cause-Related Marketing

Your organization may use the Licensed Marks in cause related marketing activities (“the Program”) in accordance with the following criteria:

The authorizing member and the Internet Partner Company (“Partner Company”) must enter into a written sub-license agreement providing in pertinent part as follows:

1. The products or services offered by the Partner Company through the Program must be compatible with and complement the United Way mission and values.
2. The Partner Company must have a high degree of integrity, a strong corporate reputation and warrant that it will maintain a high level of quality of the products or services offered as part of the Program and to be identified by the Licensed Marks.
3. The program must use the full name of the authorizing member whenever any of the Licensed Marks appears and a geographic identifier.
4. All program materials must clearly state that proceeds donated to the authorizing member organization will be used to support charitable activities in that local community.
5. The authorizing member retains the right of prior approval of all uses of the Licensed Marks and has the reputation of the member or United Way Worldwide, its goodwill or the value of the Marks.
6. The program must disclose the percentage of funds donated to the authorizing member.

All suppliers and service providers should be provided with the policies listed above. Should an unofficial supplier or vendor have an interest in manufacturing or providing items to the United Way Store, inquiries should be directed to: United Way Store, 85 S. Bragg Street, Suite 600, Alexandria, VA 22312, 703.813.2400.

Should a United Way become aware of or receive promotional or advertising material from an unofficial supplier, or should a United Way have a question or concern about any practice or activity of a supplier that is or may be in violation of the policies relating to unofficial suppliers, notice should be given to United Way Worldwide's General Counsel, 800.892.2757 EXT. 866.