

HUMANE CHARITY SEAL OF APPROVAL LICENSE AGREEMENT

This Agreement is made between the Health Charity _____

_____ (the "Licensee") and the Council on Humane Giving (the "Council" or "Licensor"), a non-profit organization located at 5100 Wisconsin Avenue, N.W., Suite 400, Washington, D.C., 20016, on this ___ day of _____, 200__.

WHEREAS, Licensee is a non-profit organization dedicated to _____

WHEREAS, Licensee has submitted to the Council an executed Statement of Assurance and copies of its current existing research grants (to the extent the organization may fund research programs),

WHEREAS, the parties desire to enter into an Agreement that gives Licensee the right to use the Council's Humane Charity Seal of Approval (the "Seal") in its organizational, promotional, and educational literature and on its merchandise.

In consideration of the mutual promises contained herein, the parties agree as follows:

1. Term. This Agreement shall begin on the ___ day of _____, 200__, with three year duration, expiring on the ___ day of _____, 200__. Upon expiration, this Agreement will automatically renew, unless terminated by either party.

2. Definitions.

2.1 "Statement of Assurance" is a statement agreed to and executed by Licensee confirming that it does not engage in Experiments on Animals, as defined below.

2.2 "Experiments on Animals" means any research of any sort using, in whole or in part, living or dead animals, including, without limitation, fish, amphibians, reptiles, birds, insects, and non-human mammals, except for the following, which are considered humane and acceptable: (1) naturalistic studies, in which animals are observed, without interference, in their natural setting, (2) experimental treatments in animals who need them due to clinical illness, without the specific expectation or intention of application to related human diseases, and who are not bred for research purposes, and (3) studies involving cells taken from existing cell lines or other sources that involve no new animal use.



Council on Humane Giving
Administered by the Physicians Committee for Responsible Medicine
5100 Wisconsin Ave., N.W., Suite 400, Washington, DC 20016

3. Certification Mark and License

3.1 The Seal is protected by copyright and has been registered as a Certification Mark by the Council. Licensee shall not acquire any rights, interests, or goodwill from its use of the Seal.

3.2 The Council hereby grants to Licensee a limited, non-exclusive, non-transferable license, permitting Licensee to affix the Seal to Licensee's organizational, promotional, and educational literature and merchandise.

3.3 Licensee shall not make any alterations or additions to the Seal.

3.4 Licensee shall not assign this License (either wholly or in part) without written permission from the Council.

4. Termination

4.1 This License shall terminate upon any of the following:

(a) Licensee going into liquidation, bankruptcy, or a receiver being appointed over its assets;

(b) The breach of any term or condition of this Agreement, including its Attachments, which is not remedied by Licensee within fourteen (14) days following the Council's mailing of written notice of the breach to Licensee.

4.2 Upon termination of the License, all rights granted to the Licensee under this Agreement shall cease.

5. Indemnification

Licensee agrees to indemnify and hold the Council harmless from all suits, damages, claims, or liability, including, but not limited to, all expenses of settlement, litigation, court costs, and attorney's fees, arising out of Licensee's use of the Seal.

6. Notice

All notices shall be sent to the intended party at the addresses below. The date of mailing, not the date of receipt, shall be considered the date notice is given.



Council on Humane Giving

Administered by the Physicians Committee for Responsible Medicine

5100 Wisconsin Ave., N.W., Suite 400, Washington, DC 20016

Licensee:

Council on Humane Giving:

5100 Wisconsin Avenue, NW, Suite 400
Washington, DC 20016

7. Applicable Law

This Agreement shall be governed by the laws of the District of Columbia.

HEALTH CHARITY

By: _____

Printed Name: _____

Title: _____

Date: _____

COUNCIL ON HUMANE GIVING (to be signed by Council)

By: _____

Printed Name: _____

Title: _____

Date: _____



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