

HUMANE SEAL OF APPROVAL LICENSE AGREEMENT

This Agreement is made between _____ (“Licensee”) and the Council on Humane Giving (“Council”), a nonprofit organization located at 5100 Wisconsin Ave., N.W., Ste. 400, Washington, DC, 20016, on this ___ day of _____, 20__.

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

WHEREAS, the parties desire to enter into an Agreement that gives Licensee the right to use the Council’s Humane Seal of Approval (“Seal”) in Licensee’s promotional and educational literature and merchandise.

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

1. Term. This Agreement shall begin on the ___ day of _____, 20__, with three year duration. 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.

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 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 Agreement (either wholly or in part) without written permission from the Council.

4. Termination. Upon termination of the Agreement, all rights granted to the Licensee under this Agreement shall cease. This Agreement shall terminate upon any of the following:

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

(b) Licensee's executed Statement of Assurance is withdrawn, inaccurate, or no longer up to date; or

(c) 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.

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.

LICENSEE

COUNCIL ON HUMANE GIVING

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

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

8. Signatures.

LICENSEE

COUNCIL ON HUMANE GIVING

Signature: _____

Signature: _____

Printed: _____

Printed: _____

Title: _____

Title: _____

Date: _____

Date: _____