**PLEASE COMPLETE AND FORWARD TO** **EKSDAY@SPECIALOLYMPICS.ORG****.**

**LICENSE AGREEMENT**

**LICENSOR:** **SPECIAL OLYMPICS, INC.**, 1133 19th Street NW

 Washington, D.C. 20036 – **Attention: Helen MacNabb**

**LICENSEE:** [Enter your contact info here

**Name**

**Program**

 **address, email]**

**LICENSED MARK:** The trademark set forth below (collectively referred to herein as the “**Mark**”): 

**PERMITTED USAGE**

**OF MARK:** Check all applicable to indicate proposed use of Mark:

* within publication
* print cover / jacket
* uniforms (official athlete or coach uniform only)
* poster
* exhibition display
* magazine / journal / newsletter
* brochure / flyer
* other (please describe below)

**LICENSE PERIOD:** July 31, 2010 to October 31, 2010

**LICENSE FEE:** Promotional consideration

**TERRITORY:** \_\_\_\_\_\_\_\_\_\_\_

For good and valuable consideration, the receipt and sufficiency of which is hereby

acknowledged, and subject to the provisions hereof, Licensor hereby grants to Licensee a

non-exclusive license to use the Markon the following terms and conditions:

1. Licensee shall not reproduce, distribute or sub-license the Mark, except for the use in connection with the Permitted Usage of the Mark described herein.
2. The Mark shall be reproduced in accordance with the eks+ logo graphic standards and may not be modified.
3. **Licensee shall send a proof of the proposed Mark usage in electronic copy (pdf, jpeg, and or eps) to** **eksday@specialolympics.org** **for review and approval. Licensor shall review the proof(s) within 3 business day and via email issue written approval, denial or questions.**
4. Licensee shall not use the Mark without the prior consent of Licensor.
5. Use of the Mark shall not be used to show or imply that Eunice Kennedy Shriver Legacy and/or Special Olympics endorses any commercial product or enterprise, concurs with the opinions expressed in, or confirms the accu­racy of any text used with the said logo.
6. **Licensee shall not use the Mark to raise funds.**
7. **UNIFORMS – As is the tradition and honor for a sports hero (our Founder, Eunice Kennedy Shriver), the use of the Mark on uniforms is limited to official athlete and coach uniforms between today’s date and 4 July 2011, Closing Ceremonies for the 2011 Special Olympics World Summer Games. The Mark must be placed on upper left side of garment near the heart or on the left sleeve in order to support consistent use.**
8. Licensee represents and warrants that it shall take all necessary and appropriate steps to protect the Mark including without limitation, displaying trademark notices.
9. Licensee shall indemnify Licensor and its parent, subsidiary and affiliated corporation and all its directors, shareholders, agents, employees, representatives and associates thereof, and save and hold each and all of them harmless of and from any and all loss, cost, damage, liability and expense, including attorneys’ fees, with respect to any claim whatsoever, arising from Licensee’s use of the Mark.
10. Licensee shall be responsible for all costs related to the duplication of the Mark.
11. This License Agreement is binding upon and shall inure to the benefit of the respective licensees, successors, and assigns of the parties hereto. This Agreement sets forth the entire understanding of the parties hereto with respect to the subject matter hereof and shall be governed by and construed in accordance with the laws of the District of Columbia.

**LICENSOR: SPECIAL OLYMPICS INTERNATIONAL.**

By: \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_ Date: \_\_\_\_\_\_\_\_\_\_\_\_\_\_

**LICENSEE:**

By: \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_ Date: \_\_\_\_\_\_\_\_\_\_\_\_\_\_