

MODEL LICENSE AGREEMENT

This Agreement is between [BBB® or BBB Foundation] and _____ (“Charity”).

[BBB or BBB Foundation] evaluates charities for compliance with the BBB Wise Giving Alliance (“BBB WGA”) charity accountability standards (“Standards” defined below). BBB WGA is the national charity evaluator affiliated with the BBB system. [BBB or BBB Foundation] is authorized to license the BBB Accredited Charity seal (“Seal” defined below), designed to assist donors in making informed giving decisions, to charities that meet the Standards. Charity is eligible for the Seal, seeks a limited license to use the Seal and accordingly agrees to the following terms and conditions:

1. Definitions.

A. “Seal” means the BBB Accredited Charity Seal, which is a trademark owned by the International Association of Better Business Bureaus, Inc. (“IABBB”), the umbrella organization for the BBB system. The current version of the Seal is in Attachment A (attached hereto and made a part of this Agreement), and the Seal may be modified from time to time at the sole and exclusive discretion of BBB WGA.

B. “Standards” means the BBB Standards for Charity Accountability as they may be modified from time to time at the sole and exclusive discretion of BBB WGA. The current version of the Standards is in [Attachment B \(attached hereto and made a part of this Agreement\)](#).

2. License.

A. [BBB or BBB Foundation] grants Charity a nonexclusive, non-assignable, nontransferable and revocable limited license to use and display the Seal as specified in Paragraph 3.

B. Charity agrees to use the Seal only as set forth in this Agreement. Nothing in this Agreement, or in Charity’s use of the Seal, will give Charity any rights in the Seal, or in any similar marks, beyond the limited specified revocable rights granted in this Agreement.

3. Use of Seal.

A. Placement. Charity may display the Seal in transient advertising and solicitations, to include newspaper advertisements, periodicals, billboards, posters, direct mail appeals, flyers, television, and in annual reports and letterhead. Charity may also install the Seal anywhere on Charity’s primary website, in emails, on websites where Charity advertises and communicates, including social media platforms and any other digital platforms where Charity solicits income, so long as Charity retains control over the content that is produced, and provided the Seal must link directly back to Charity’s [BBB or BBB Foundation] Charity Report. The Seal may not be used in any non-editable telephone directories, including but not limited to print telephone directories, permanent handbooks and manuals, on promotional items or in any other medium, now known or later developed, other than those specifically authorized by this Agreement.

- B. Display.** Upon Charity’s signing of this Agreement, [BBB or BBB Foundation] will provide Charity with a digital version of the Seal for use in non-electronic media. [BBB or BBB Foundation] will also provide Charity with access to digital versions of the Seal for Charity to download and install in electronic media, including websites and email, as described above. Charity’s use of the Seal shall strictly comply with the specifications in Attachment A, as they may be amended from time to time at the sole and exclusive discretion of BBB WGA. Charity may not vary the color or format of the Seal on the web or in email, or otherwise alter the Seal in any manner, other than variations specifically permitted and authorized by [BBB or BBB Foundation] under this agreement. Charity specifically agrees that its use of the Seal in any medium whatsoever will always include the federally registered trademark symbol (represented by ®) in the most current BBB-approved format. [BBB or BBB Foundation] reserves the right to reject a specific Seal use as impermissible, at its sole and exclusive discretion, and to require that such use be immediately discontinued.
- C. Restrictions.** Reference to the Seal, to meeting Standards or to [BBB or BBB Foundation] or to [name of related BBB organization] in print (including contracts) or in any electronic media is exclusively permitted using the following language: “[Charity] is a BBB® Accredited Charity.” Any other such reference or alternate language is strictly prohibited without prior written approval of [BBB or BBB Foundation], respectively. Charity may, however, issue a press release(s) about its qualification for the Seal provided the press release(s) receives written approval from [BBB or BBB Foundation] prior to its dissemination. Charity agrees to provide [BBB or BBB Foundation] with at least five (5) business days advance notice to review a press release from Charity.

4. Charity Responsibilities.

- A.** Charity agrees that it will continue to meet Standards throughout the term of this Agreement.
- B.** Charity agrees to provide [BBB or BBB Foundation] with the uniform resource locators (“URLs”) where Charity shall display the Seal. If the URL changes, Charity must promptly notify [BBB or BBB Foundation] of the new URL and of the URL of the website that will no longer display the Seal, as appropriate.
- C.** Charity agrees to provide [BBB or BBB Foundation] samples of use of the Seal upon [BBB or BBB Foundation] request.
- D.** Charity agrees to furnish [BBB or BBB Foundation] upon its request and within the time limit requested by [BBB or BBB Foundation] all such information as may be needed to sufficiently determine Charity’s continued compliance with all Standards and other requirements of this Agreement, and to submit all information required by [BBB or BBB Foundation] to update its accreditation evaluation on a timely basis every two (2) years.

5. [BBB or BBB Foundation] Responsibilities.

[BBB or BBB Foundation] will maintain the technology to ensure the Seal clicks directly to the Charity’s BBB report.

6. Fees.

Charity agrees to pay the annual Seal license fee prescribed by [BBB or BBB Foundation]. The fee shall be due and payable within a time frame agreed upon between [BBB or BBB Foundation] and Charity as specified in Attachment C (fee schedule, attached hereto and made a part of this Agreement), which may be annually modified at the sole and exclusive discretion of [BBB or BBB Foundation]. Fees are non-refundable unless [BBB or BBB Foundation] terminates this Agreement under Paragraph 7D, in which case such fees shall be refunded on a pro rata basis.

7. Term, Suspension and Termination.

A. Term. This Agreement remains in effect unless suspended or terminated as provided herein so long as the annual license fee is paid within the time frame agreed upon between [BBB or BBB Foundation] and Charity.

B. Suspension. This Agreement and the license hereunder may be suspended by [BBB or BBB Foundation] at its sole and exclusive discretion if: (i) Charity fails to provide [BBB or BBB Foundation] within the required time the information that [BBB or BBB Foundation] may request any time to verify Charity's continuing compliance with Standards; or if (2) Charity fails to return within the time requested, completed documentation required for periodic compliance evaluations. This Agreement may also be suspended if, after receiving such information, [BBB or BBB Foundation] determines, at its sole and exclusive discretion, that there are questions raised regarding Charity's compliance with Standards, and that [BBB or BBB Foundation] needs further time to determine such compliance or lack thereof.

C. Termination by [BBB or BBB Foundation] for cause. [BBB or BBB Foundation] may terminate this Agreement, at its sole and exclusive discretion, if: (i) [BBB or BBB Foundation] determines at any time that Charity fails to meet all Standards; (ii) Charity violates any other term of this Agreement; (iii) Charity is declared insolvent or bankrupt; (iv) Charity merges or consolidates with - or is acquired by - another charity; (v) [BBB or BBB Foundation] determines that Charity and/or its principals engage in activities that reflect unfavorably on or otherwise adversely affect the public image of [BBB or BBB Foundation] or [name of BBB related to BBB Foundation]; (vi) Charity's 501(c)(3) status lapses with the Internal Revenue Service (IRS); or (vii) Charity ceases to operate for an extended period or permanently. [BBB or BBB Foundation] will provide any termination notice in writing and will deliver it by regular or electronic mail, at [BBB or BBB Foundation]'s sole option, to Charity's address as set forth below.

D. By [BBB or BBB Foundation]. [BBB or BBB Foundation] may terminate this Agreement on thirty (30) calendar days' written notice if [BBB or BBB Foundation] discontinues its charity seal program for any reason.

E. By Charity. Charity may terminate this Agreement by written notice to [BBB or BBB Foundation] delivered by regular or electronic mail to the address set forth below.

F. Responsibilities upon Termination. If either Party terminates this Agreement, Charity agrees to remove the Seal immediately from all uses and platforms, including but not limited to all electronic media, to discard promptly all materials bearing the Seal in a timely manner, and to cease all future use of the Seal. [BBB or BBB Foundation] will remove the Charity Seal from Charity's report on give.org or BBB.org.

8. Representations and Warranties.

A. Each Party represents and warrants that (i) it has the necessary power and authority to enter into this Agreement and perform its obligations hereunder; and (ii) its website(s) do not infringe any third-party intellectual property rights or otherwise violate any applicable laws or regulations.

B. Charity warrants that it is registered to solicit for charitable contributions with state and local governmental authorities wherever Charity engages in charitable solicitations if such registration is required.

C. Charity warrants that it is tax-exempt under 501(c)(3) of the Internal Revenue Code or is an organization conducting charitable solicitations. If such status lapses, for any reason, Charity agrees to notify [BBB or BBB Foundation] within ten (10) business days.

D. Charity warrants that it meets all BBB Standards.

9. Indemnification. Charity agrees to indemnify and hold [BBB or BBB Foundation] and [name of BBB related to BBB Foundation], IABBB and BBB WGA harmless against any loss, damage or expense, including reasonable attorney's fees, arising out of any third-party claim alleging misuse by Charity of the Seal, or of any violation of the terms and conditions of this Agreement. Charity also agrees to indemnify and hold [BBB or BBB Foundation] and [name of BBB related to BBB Foundation], IABBB and BBB WGA harmless against any loss, damage or expense, including reasonable attorney's fees, with respect to all third-party claims of illegality.

10. Limitation of Liability. Charity agrees it will not sue [BBB or BBB Foundation], [name of BBB related to BBB Foundation], IABBB or BBB WGA for any purpose on any matter concerning or related to this Agreement.

11. Notices. Any written notice required or permitted to be delivered pursuant to this Agreement shall be in writing, shall be sent to the addresses listed below and shall be deemed delivered: (i) upon delivery if delivered in person; (ii) three (3) business days after deposit in the United States mail, registered or certified mail, return receipt requested, postage prepaid; (iii) one (1) business day after deposit with a national overnight courier; or (iv) upon transmission if sent via e-mail and the sender has received a verification of receipt.

12. Assignment. Charity shall not assign this Agreement to any third party under any circumstances, including but not limited to merger, acquisition, sale, or transfer by operation of law or otherwise. Any such attempted assignment shall be null and void. Charity understands that, if it is merged, acquired, or consolidated with another charity, it must inform [BBB or BBB Foundation] of this fact, and the new charity must qualify again for the Seal.

13. Relationship of Parties.

A. Charity is not, and shall not represent itself as an agent, representative, partner, subsidiary, joint venturer, or employee of [BBB or BBB Foundation], [name of BBB related to BBB Foundation], IABBB or BBB WGA, nor can Charity represent that it has any authority to bind or obligate [BBB or BBB Foundation], [name of BBB related to BBB Foundation], IABBB or BBB WGA in any manner or in any thing.

B. Nothing in this Agreement, or in the use of the Seal itself, shall confer any endorsement or approval of Charity by [BBB or BBB Foundation], [name of BBB related to BBB Foundation], or BBB WGA. The Seal is intended solely and exclusively to convey that a Charity meets Standards.

14. Entire Agreement/Modifications.

This Agreement embodies the whole agreement between the Parties and supersedes any prior Agreements, understandings, and obligations between the Parties. [BBB or BBB Foundation] may modify Attachments to this Agreement from time to time at its sole and exclusive discretion. [BBB or BBB Foundation] shall provide written notice of any modification to Charity, and Charity shall be deemed to have consented to the modification if Charity continues to use the Seal following receipt of such notice.

Charity: _____

Mailing Address:

City: _____ State: _____ Zip Code: _____

General Email Address: _____

Website address: _____

Name of Charity Contact for invoicing and general communications about the

Charity Seal Program: _____

Title: _____

Phone: _____

Email: _____

Secondary Contact: _____

Title: _____

Phone: _____

Email: _____

Name of Contract Signatory: _____

Title: _____

Signature: _____ Date: _____

[BBB or BBB Foundation]

[address]

Name: _____

Title: _____

Phone: _____

Email: _____

Signature: _____ Date: _____

[BBB or BBB Foundation]

Address

City, State, Zip

Sample

ATTACHMENT A

The Seal may be resized but must retain all proportions. Charity may not skew, stretch, or distort the Seal in any way. Elements of the Seal may not be rearranged, added to, or removed. The Seal may only be used in the original formats provided (full color or black and white). Changing the colors of the Seal is not permitted. PMS 7469 (or its RGB/CYMK/Hex conversion) is the only blue that may be used. There should be sufficient, clear space around the entire Seal, and solid background colors should be used when necessary. Charity may not use textured or similarly colored background behind the Seal. Under no circumstance may the Seal be bigger than the Charity's own logo(s). The Seal must be used in full; using only the BBB torch without permission is prohibited.

BBB Accredited Charity Seal:



ATTACHMENT B

Link to *BBB Standards for Charity Accountability*

<https://give.org/donor-landing-page/bbb-standards-for-charity-accountability>

ATTACHMENT C

[To be inserted by BBB – Fee Schedule of BBB Accredited Charity Seal.]