

UNITED CEREBRAL PALSY

Trademark/Service mark Policy

United Cerebral Palsy (UCP) has established considerable goodwill through the use of its marks and designs as well as copyrighted materials, making these marks, designs and materials valuable assets of UCP. UCP desires to exercise appropriate stewardship of these assets in support of UCP's mission and exempt purposes.

The UCP Board of Trustees establishes this policy governing the names, logos, trademarks, service marks, URLs and copyrights of UCP (collectively, "Marks"). The primary purpose of this policy is to protect the integrity of the Marks. In addition, the goals of the policy are to:

- (1) support UCP's campaigns to encourage public awareness and support through the consistent and professional use of the Marks;
- (2) ensure that each use of the Marks reflects positively on UCP and its Affiliates;
- (3) provide fair and equitable treatment of all UCP Affiliates and licensees; and
- (4) realize and earn royalties and other revenues for the benefit of the UCP's purposes.

As a matter of policy to protect UCP, UCP Affiliates and the public that may deal with UCP and its Affiliates, UCP will not permit any person or entity to make any use of the Marks without express written permission. UCP shall take the following steps to protect its marks:

1. Conduct clearance and availability searches for all new marks proposed by/for UCP.
2. Federally register key marks.
3. Monitor Marks to avoid use of conflicting marks by others (by monitoring Patent and Trademark Office filing, or engaging services to perform this function, and encouraging Affiliates and staff to report incidences of possible misuse of the Marks).
4. Oppose registration of confusingly similar marks, including any that may be filed directly by Affiliates.
5. Register key Marks as Internet domain names and establish specific policies on use of domain names by UCP and Affiliates consistent with the following:
 - (1) The content of websites shall meet all of UCP's branding guidelines and trademark/service mark usage requirements; and
 - (2) The use of domain names shall not be misleading or likely to cause confusion, including confusion with respect to territory

granted to an Affiliate pursuant to the Affiliate Agreement or services provided by an Affiliate.

6. Identify a main UCP contact person to coordinate copyright and trademark issues, including filings, renewals, etc.
7. Educate marketing and development personnel on proper trademark and service mark use.
8. Establish rights for the use of the Marks in UCP's Affiliation Agreement, and provide guidelines for Affiliate use of marks consistent with the following:

(1) Grant of Rights to Licensed Marks

- (a) Subject to all the terms and conditions contained in the Affiliate Agreement, UCP may grant a nonexclusive right and license to use the Licensed Marks:
 - (i) as an Affiliate's corporate and business name,
 - (ii) solely in connection with the lawful conduct of an Affiliate's activities and operations as a charitable health organization, with purposes and objectives identical or similar to, or consistent with, the purposes and objectives of UCP; and
 - (iii) solely within the territorial boundaries of the United States.
- (b) The nonexclusive right and license granted to an Affiliate shall be subject to UCP's right to use, and shall not preclude UCP from using the Licensed Marks anywhere else in the world in connection with any meetings, conferences, seminars, lectures or other activities of UCP. Any and all rights not specifically granted to an Affiliate with respect to the Licensed Marks shall be reserved to UCP for its exclusive use and benefit.
- (c) Affiliates shall recognize that all use and goodwill in respect of the Licensed Marks inure to the sole benefit of UCP.
- (d) All letterhead, stationery, business cards, brochures and other printed materials in which the Licensed Marks comprising the UCP logo are to be used shall bear the logo, provided that the Licensed Marks as set out in the Affiliate Agreement appear in the same material. Except as otherwise permitted in the Affiliate agreement, no other word, mark, logo or design shall be used in combination with the Licensed Marks without UCP's prior written consent.

(2) Quality Control and Operating Standards

The nonexclusive license, right and privilege granted to an Affiliate shall be subject to the Affiliate's strict compliance with the quality control and operating standards listed in the Affiliate agreement and as UCP may prescribe to an Affiliate from time to time (upon reasonable notice to the Affiliate) for the purpose of ensuring that the goodwill associated with the Licensed Marks and the reputation of UCP's association are maintained and, accordingly, the Affiliate shall

- (a) cooperate with UCP in facilitating UCP's control of such nature and quality, to permit reasonably inspection of the Affiliate's operation, and to supply UCP with specimens of all uses of the Licensed Marks upon request. Affiliate shall comply with all applicable laws and regulations and obtain all appropriate government approvals pertaining to the sale, distribution and advertising of goods and services covered by this License.
- (b) use the Licensed Marks only in the form and manner and with appropriate legends as prescribed from time to time by UCP, and not to use any other trademark or service mark in combination with any of the Licensed Marks without prior written approval of UCP.

(3) Non-transferability

The right, license and privilege granted to an Affiliate shall be solely for the Affiliate's benefit and Affiliate shall have no right to transfer or assign the Affiliate Agreement or Affiliate's rights or obligations there under or to sublicense to others, without UCP's prior written consent, and any purported transfer or assignment of such rights shall be null and void.

(4) Proprietary Rights

- (a) UCP is the sole and exclusive owner of the Licensed Marks and Affiliates shall execute any document reasonably required by UCP to confirm UCP's ownership of the Licensed Marks.
- (b) Affiliates shall not (i) challenge or contest UCP's ownership of the Licensed Marks or the validity of the license granted to it under the Affiliate Agreement during the term of the Affiliate Agreement or thereafter; or (ii) directly or indirectly seek nor permit any party to use or acquire any rights, proprietary or otherwise, in the Licensed Marks, without UCP's prior written consent.
- (c) Nothing in the Affiliate Agreement shall be construed to convey to an Affiliate any rights or proprietary interest in the Licensed Marks, other than the specific right and license granted to an Affiliate there under.

- (d) Affiliates shall cooperate with UCP and execute any document, declaration or application, and provide any testimony or evidence, as UCP may reasonably require from Affiliates, for the purpose of maintaining the registration of the Licensed Marks.

(5) Infringement

Affiliate shall immediately notify UCP if it has reason to believe that third parties are infringing the Licensed Marks and will provide UCP with details of any such infringement and cooperate with UCP and execute any document reasonably required by UCP in connection with any action which UCP, in its sole discretion, decides to take to stop such infringement. Affiliate shall not take any action to stop such infringement without the prior written consent of UCP.

(6) Avoidance of Confusion

- (a) Except as otherwise required by law, Affiliates will not use any other name, trademark, inscription or designation whatsoever in any letterhead, advertising or promotional materials, invitations, and other written communications in connection with the activities for which the Licensed Marks are used without prior written approval of UCP.
- (b) Affiliates shall not adopt or use, without UCP's prior written consent, any variation of the Licensed Marks or any word or mark likely to be similar or confusingly similar to the Licensed Marks.
- (c) Affiliate shall not attempt to register the Licensed Marks or any authorized abbreviation thereof anywhere in the world during the term of the Affiliation Agreement or any time thereafter.

(7) Termination

- (a) Upon the termination of the Affiliate Agreement for any reason whatsoever Affiliate shall immediately cease and refrain from using the Licensed Marks or any authorized abbreviation thereof as Affiliate's corporate name or any name or mark confusingly similar to the Licensed Marks and Affiliate will take prompt action to file the appropriate amendment or other document required under the appropriate state laws so as to remove the Licensed Marks or any authorized abbreviation thereof from Affiliate's corporate name. Affiliate will also immediately remove the Licensed Mark or any authorized abbreviation thereof from all of Affiliate's letterhead, stationery, business cards, brochures and other printed materials.

- (b) Upon the termination of the Affiliate Agreement for any reason whatsoever all rights in the Licensed Marks or any authorized abbreviation thereof granted to Affiliate there under shall automatically revert to UCP and Affiliate shall execute any document reasonably required by UCP to effectuate the provision of this policy.
- (c) Upon the termination of the Affiliate Agreement for any reason, Affiliate shall not adopt a new name or use any mark, comprising "UNITED," "NATIONAL," "CEREBRAL," "PALSY," "AMERICA," or "U." Merely deleting "UNITED" from the Affiliate name "United Cerebral Palsy of -" shall not be a sufficient change in the name to avoid confusion.

(8) UCP's Representations

UCP represents that it owns the Licensed Marks and has the full right and authority to license the nonexclusive use of the Licensed Marks under the Affiliate Agreement.

- 9. Consistent with the above policy, make it clear that Affiliates should not file to register in their own names any marks incorporating the Marks.
- 10. Notify disaffiliated entities that they must immediately cease all use of the Marks, destroy or return to UCP all materials with the Marks, and certify to UCP in writing the steps taken. UCP will also conduct follow-up reviews after any disaffiliation to verify that the Marks are no longer being used and that all corporate names have been changed and no inappropriate links to UCP websites exist.
- 11. Establish rights for the use of the Marks in agreements with UCP corporate donors for their marketing or promotional materials.
- 12. Require licensing of all uses of the Marks by other than UCP Affiliates where such uses create an appearance of sponsorship, affiliation, source or origin in UCP. This licensing requirement shall apply to any proposed use of the Marks for commercial use, including any manufacturer or vendor that produces goods bearing any UCP Mark. Licensees shall be required to sign an approved form of license agreement, including provisions for periodic compliance audits. Lack of, or inappropriate, licensing can damage UCP's rights in the Marks.
- 13. Assess royalties on sales and an administrative application processing fee for licensees. UCP may exempt certain uses from royalties, including goods bearing UCP name or logo purchased for internal consumption by UCP, materials promoting UCP or its programs and activities, and uses permitted to Affiliates as set forth in the Affiliation Agreement. Uses exempt from royalties must still be licensed.

14. Require permission for any individual or entity proposing to use the Marks in a non-commercial manner and assess whether or not a license is required.
15. Investigate all uses of the Marks that are unauthorized or contrary to policy. Diligently pursue all infringers and counterfeiters. Take all necessary legal steps to protect rights to the Marks, including cease and desist demands; engagement of counsel; seeking injunctions or restraining orders; and any other necessary legal action consistent with a prudent use of resources.
16. Have in place a trademark watch program by counsel to identify potential misuses at the earliest stages. Also, it is incumbent upon UCP personnel to monitor misuses as well.
17. Establish and distribute to Affiliates and corporate partners and donors guidelines for use, placement, color, etc. of the Marks.
18. Establish policies regarding website URLs, access and linking consistent with the above policies and the following:
 - (1) The content of websites shall meet all of UCP's branding guidelines and trademark/service mark usage requirements; and
 - (2) The use of domain names and website URLs shall not be misleading or likely to cause confusion, including confusion with respect to territory granted to an Affiliate pursuant to the Affiliate Agreement or services provided by an Affiliate.
19. Establish guidelines for allowable uses of service and program names with the Marks.

Exceptions to this policy, to the terms of the Affiliation Agreement, and to licensing requirements may be granted only upon approval of the Board of Trustees.