



**For review and approval at the Board of Directors Meeting on 30 November 2021**

AMENDED AND RESTATED AFFILIATION AGREEMENT

This Amended and Restated Member’s Affiliation Agreement (“Affiliation Agreement”) is entered into as of this [insert date] by and between ChildFund Alliance, a Virginia non-stock corporation (the “Alliance”) and each organization that elects to affiliate with the Alliance by signing a joinder page hereto. The meaning of other capitalized, defined terms appearing in this Agreement are provided in Section 8.

RECITALS

- A. Each Member has previously entered into one or more member agreements with the Alliance on or before the date hereof and by signing a joinder page, has elected to amend, restate and supersede all such prior member agreements and replace them with this Affiliation Agreement.
- B. In the future, additional Member’s may join by signing a joinder page and otherwise satisfying the provisions of this Affiliation Agreement, including Section 1.<sup>1</sup>
- C. The Alliance was incorporated in order to help further the humanitarian objectives of the Members.

The Alliance and each Member agree as follows:

1. Joining the Alliance.

(a) An organization is eligible to affiliate with the Alliance if it satisfies the eligibility criteria to be an “affiliated organization” and appoint a member to the Board of Directors of the Alliance in the Alliance’s Articles of Incorporation, as they may be amended from time to time.

(b) An organization, which satisfies the eligibility criterial described in **Section 1(a)** of this Affiliation Agreement above, may submit an application to affiliate with the Alliance through such application process as the Board of Directors may approve from time to time. Any eligible organization that completes the application process is approved by the Board of Directors and Members and signs a joinder page to this Affiliation Agreement shall become a Member for purposes of this Agreement.

2. Obligations of a Member.

(a) Generally. By signing this Affiliation Agreement, each Member agrees to be bound to this

---

<sup>1</sup> Per ChildFund International comment

Affiliation Agreement, the Articles of Incorporation and Bylaws of the Alliance, the IP License Agreement and the other Exhibits to this Affiliation Agreement and the ChildFund Standards. As of the date each Member signs a Joinder Signature Page, the Exhibits will be those listed by the Alliance on the Member's Joinder Signature Page but each Member acknowledges that Exhibits may be added, updated and amended from time to time pursuant to **Section 4** of this Affiliation Agreement and current versions will be maintained on a Members-only web site hosted by the Alliance.

(b) Financial. In addition, by signing this Affiliation Agreement, each Member agrees to pay dues as established by the Board of Directors from time to time to support ChildFund Alliance's Board-approved expenses during the Term. Dues will be payable upon receipt of a dues notice. Dues will be determined in accordance with a schedule of dues approved by the Board of Directors from time to time to be based upon Member revenue. For this purpose, "revenue" is defined as total cash revenue composed of total revenue from all sources but excluding gifts in kind (the value of products and services contributed in lieu of cash and included in total revenue) and excluding, for the transferring Member, revenue transferred from it to another Member (which shall constitute revenue for such transferee Member). Revenue will be calculated using the most recent available audited financial statement of the Member for the fiscal year preceding the Board's determination of the new dues schedule. Dues payments will be due from each Member no later than 30 days following the date of the dues notice.

(c) IP License. Each Member (i) agrees to be bound by the terms of the IP License Agreement and (ii) represents and warrants to the Alliance that it has assigned to the Alliance<sup>2</sup> all trademarks or logos such Member has registered in its name that use words "ChildFund," "ChildFund International" or "ChildFund Alliance" whether alone or in combination with other words or logos in all jurisdictions where such Member has used or registered such trademarks.

(d) Applicable Laws and Regulations; Review of Operations. Each Member agrees to comply with the ChildFund Standards and all laws, statutes, and regulations that are applicable to itself and to the Alliance, whether in connection with such Member's Services, its operations, such Member's use of the Licensed Intellectual Property, or otherwise. To ensure that each Member complies with the ChildFund Standards and all laws, statutes, and regulations applicable to such Member and the Alliance, the Alliance has the right, with reasonable advance written notice and at the Alliance's own expense, to have its representatives review the premises and operations of each Member during normal business hours. In addition, upon reasonable request, each Member will respond to any inquiries by the Alliance, written, oral, or electronic, about such Member's operations, promptly but in any event within the specific timeframes identified by the Alliance with respect to a particular matter.

(e) Periodic Reports. No less than once per year, each Member will provide to the Alliance a written, English-language report describing and updating such Member's fundraising and program activities, Licensed Intellectual Property usage, and overall operations during the prior year, which must include a copy of audited financial statements of such Member for the most recently-ended fiscal year.

(f) Response to Third Party Inquiries or Complaints. If any Member receives any material inquiries or complaints regarding itself or its Services from any third parties (including but not limited to governmental or regulatory agencies, donors, partners or recipients of Services), other than routine complaints from donors received in the ordinary course of business, such Member will promptly notify the Alliance in writing with full details of the inquiry or complaint received, will promptly and professionally respond to such inquiries or complaints, and will maintain any documents relating to the inquiries or

---

<sup>2</sup> Per Child Fund Australia comment

complaints for review by the Alliance and keep the Alliance informed as to its status on a regular basis. The goal of this **Section 2(f)** is to allow the Alliance and other Members to stay informed about material matters. Examples of matters that may be appropriate to report to the Alliance include: An incident that involves a certain number of children where the incidents were not resolved successfully under the Child Safeguarding policy and procedure of the Member; an incident that implicates other Members within a country is shared among<sup>3</sup> the Members' CEOs in the country and high-level summary report is shared with the Alliance; incidents where external aggregating factors, such as local authorities not willing to act in investigations that have not been resolved over an extended period; incidents that are expected to or do involve poor publicity; any reasonably substantiated incident or report of, including any governmental investigation involving, and alleged violation with respect to anti-money laundering, terrorism, laws related to preventing sexual exploitation, abuse and harassment or any other similar provisions of law, criminal or civil fraud or corruption; and a government investigation of a Member that has significant implications for its continued legal operation or community trust.<sup>4</sup>

(g) Dispute Resolution Procedures.

(i) In General. Except in the case provided for in **Section 2(g)(ii)** of this Affiliation Agreement, if any dispute arises between the Alliance and a Member with respect to this Affiliation Agreement, the Alliance and each Member agree to use their best efforts to resolve any such dispute as promptly and as amicably as possible. If the Alliance and any Member are unable to resolve any such dispute through normal channels within ten (10) days, then the dispute shall be presented to the Chairman of the Board of Directors of the Alliance and the Chairman of the Board of Directors of such Member, who shall discuss the matter in good faith in an effort to achieve a resolution that is mutually acceptable to the Parties. If the discussion between the Chairman of the Board of Directors of the Alliance and the Chairman of the Board of Directors of such Member does not lead to a resolution within ten (10) days, then the Parties shall submit the dispute to a non-binding mediation session, which shall be held on the first date a mediator is available, but not more than thirty (30) days thereafter, in Richmond, Virginia, USA, or by other mutually agreed upon means (including, video conference). If the non-binding mediation session does not lead to a resolution in principle within two (2) business days and a final resolution within five (5) business days thereafter, then the Parties shall submit the dispute to binding arbitration, which shall be held in Richmond, Virginia, USA, under the American Arbitration Association Commercial Arbitration Rules, by a single arbitrator selected by the Alliance and the Member, who shall be a retired judge, or if they are unable to agree on such an arbitrator, the arbitrator selected by the American Arbitration Affiliation. The arbitration will be held on the day that an arbitrator is first available, but in any event within thirty (30) days of the first day of the mediation.

(ii) Extraordinary Circumstances. Notwithstanding **Section 2(g)(i)** of this Affiliation Agreement, in the event of (i) any actual or threatened breach, infringement, misappropriation, or misuse relating to the Licensed Intellectual Property, or (ii) any other action that may potentially threaten or harm the Alliance's reputation or goodwill, the Alliance will not be bound by the foregoing dispute resolution procedures, and will have the right to seek relief, including but not limited to damages, equitable relief, preliminary and/or permanent injunctive relief, in the courts.

---

<sup>3</sup> Per ChildFund Australia comment

<sup>4</sup> Reflects a combination of ChildFund Australia and ChildFund International comments

(i) Representations and Warranties. Each Member represents and warrants that such Member is authorized to enter into this Agreement and that this Agreement is a legal and binding obligation of Member, enforceable in accordance with its terms.

3. Election of Directors. Each Member agrees that members of the Board of Directors of the Alliance shall be elected as provided in Alliance's Bylaws. As provided in the Bylaws, each Member will be entitled to elect at least one (1) director, any Members who have greater than 20% Membership Interests, as defined in the Bylaws, will be entitled to elect two (2) directors, and certain Members who have greater than 30% Membership Interests, as defined in the Bylaws, will be entitled to elect three (3) directors.

4. Amendments. This Affiliation Agreement, the Articles of Incorporation, the Bylaws, the IP License Agreement or any other Exhibit may be amended or amended and restated by a vote, whether in person or by written consents, of at least seventy five percent (75%) of the members of the Board of Directors (voting on a per capita basis) and a vote, whether in person or by written consents, of the Members representing at least seventy five percent (75%) of the Membership Interests. A vote of the Board of Directors or Members will be conducted as more specifically described in the Bylaws as they may be amended from time to time.

5. Term of Affiliation; Withdrawal from Membership.

(a) The Members as of the date of this Agreement shall be Members for five (5) full calendar years from the date of such Member's joining the Alliance by execution of a Joinder to this Affiliation Agreement. Each Member who joins in the future<sup>5</sup> shall be a Member for five (5) full calendar years from the date of such Member's joining the Alliance by execution of a Joinder to this Agreement. Each Member's initial term as a Member of the Alliance shall be referred to herein as an "Initial Member Term." Unless sooner terminated pursuant to **Section 5(b)**, **Section 5(c)** or **Section 6**, a Member's term as Member of the Alliance shall renew automatically for an additional five (5) years upon the expiration of each Member Term, with each being a "Renewal Member Term" and with each Initial Member Term and Renewal Member Term for a Member referred to herein as such Member's "Member Term." A Member's rights under the IP License Agreement continue throughout such Member's Member Term and such rights under the IP License Agreement shall end upon the end of such Member's Member Term, subject to the survival provisions of the IP License Agreement.

(b) Any Member may withdraw from the Alliance by providing at least eighteen (18) months' prior written notice to the Board of Directors and Secretary-General. Withdrawal will not be effective, the Member Term shall continue and such Member will continue to be a Member during such 18-month notice period. All dues and expense reimbursement payable under this Affiliation Agreement shall be payable up to<sup>6</sup> the date of withdrawal, which must be at least eighteen (18) month after the date of the notice described in the preceding sentence.

(c) In addition to withdrawal pursuant to **Section 5(b)** or the remedies in **Section 7**, a Member's Member Term (and the Member's rights under the IP License Agreement) will terminate upon the following "Events of Default":

i. **Material Breach by Member.** If such Member materially breaches this Affiliation Agreement (including, without limitation, the obligations hereunder to comply with anti-money laundering,

---

<sup>5</sup> Per ChildFund Australia comment.

<sup>6</sup> Per ChildFund Australia comment.

terrorism, laws related to preventing sexual exploitation, abuse and harassment or any other similar provisions of applicable law),<sup>7</sup> the IP License Agreement, including but not limited to, failing to comply with the ChildFund Standards, the Alliance shall have the right to terminate such Member's Member Term (including, its rights under the IP License Agreement and this Affiliation Agreement) upon forty-five (45) days' written notice, subject to Member's right to cure. If, within the forty-five (45) day notice period, Member completely cures the material breach, or if such material breach cannot be cured with due diligence within the forty-five (45) day notice period, but Member commences curing the material breach with due diligence and proceeds thereafter with due diligence to promptly and completely cure the breach, then such Member's Member Term will not be terminated.

ii. Material Breach by the Alliance. If the Alliance materially breaches this Affiliation Agreement (including, without limitation, the obligations hereunder to comply with anti-money laundering, terrorism, laws related to preventing sexual exploitation, abuse and harassment or any other similar provisions of applicable law),<sup>8</sup> the IP License Agreement with respect to a Member, such Member shall have the right to terminate such Member's affiliation with the Alliance pursuant to this Affiliation Agreement (and corresponding rights under the IP License Agreement) upon forty-five (45) days' written notice to the Alliance, subject to the Alliance's right to cure. If, within the forty-five (45) day notice period, the Alliance completely cures the material breach, or if such material breach cannot be cured with due diligence within the forty-five (45) day notice period, but the Alliance commences curing the material breach with due diligence and proceeds thereafter with due diligence to promptly and completely cure the breach, then such Member's Member Term will not be terminated.

iii. Member Bankruptcy or Insolvency. If a petition in bankruptcy is filed by or against a Member, if a Member becomes insolvent or makes an assignment for the benefit of its creditors or an arrangement pursuant to any bankruptcy law, or if a Member discontinues its business or has a receiver appointed for it or its business, to the fullest extent permitted by law at the time of the occurrence, the Member's Member Term (and corresponding rights under the IP License Agreement and the Member's affiliation with the Alliance under the Affiliation Agreement) shall automatically terminate forthwith without any notice being necessary. If a Member's Member Term is so terminated, neither such Member nor its receivers, representatives, trustees, agents, administrators, successors, or assigns shall have any right to sell, liquidate, exploit, or in any way deal with or in any materials encompassing, embodying, bearing, or displaying any of the Licensed Intellectual Property or the ChildFund Alliance Name and Mark (each as defined in the IP License Agreement, as amended from time to time), except with the prior written consent and instructions of the Alliance, which the Alliance may provide or decline in its sole discretion.

iv. Alliance Bankruptcy or Insolvency. If a petition in bankruptcy is filed by or against the Alliance, if the Alliance becomes insolvent or makes an assignment for the benefit of its creditors or an arrangement pursuant to any bankruptcy law, or if the Alliance discontinues its business or has a receiver appointed for it or its business, to the fullest extent permitted by law at the time of the occurrence, a Member may elect to have its Member Member Term (and corresponding rights under the IP License Agreement and the Member's affiliation with the Alliance under the Affiliation Agreement) terminate by providing written notice to the Alliance. If a Member's Member Term is so terminated, neither such Member nor its receivers, representatives, trustees, agents, administrators, successors, or assigns shall have any right to sell, liquidate, exploit, or in any way deal with or in any materials encompassing, embodying, bearing, or displaying any of the Licensed Intellectual Property or the ChildFund Alliance Name and Mark (each as

---

<sup>7</sup> Per ChildFund Australia comment.

<sup>8</sup> Per ChildFund Australia comment.

defined in the IP License Agreement, as amended from time to time), except with the prior written consent and instructions of the Alliance, which the Alliance may provide or decline in its sole discretion.<sup>9</sup>

(d) Notwithstanding the end of any Member's Member Term, the Alliance and this Affiliation Agreement shall survive notwithstanding the withdrawal of one or more Members unless it is actively terminated or modified by last remaining Members.

6. Non-Compliance; Remedies.

(a) If a Member fails to comply with this Affiliation Agreement, the Articles of Incorporation, the Bylaws, the IP License Agreement or any other Exhibits to this Affiliation Agreement or any other policies and procedures adopted by the Board of Directors, as each may be amended from time to time, an officer of the Alliance may send such Member a written notice that describes the non-compliance in reasonable detail. If, after receipt of such a notice, the Board of Directors and Members by a vote pursuant to **Section 4** of this Affiliation Agreement determine that the Member in question has not corrected such non-compliance or is not taking reasonable and/or timely steps to eventually correct such non-compliance, the Alliance may impose such non-monetary penalties upon the Member as by approved by the Board of Directors and Members by a vote pursuant to **Section 4** of this Affiliation Agreement, including, without limitation, any of the following or any combination of the following: (i) suspending the Member's use of intellectual property under the IP License Agreement, (ii) suspending the Member's voting rights, (iii) suspending the rights of the Member's director's voting rights, or (iv) the termination of such Member's participation in the Alliance. In addition, the IP License Agreement may be terminated pursuant to Section 6.2(a) of the IP License Agreement and any termination of the IP License Agreement will terminate a Member's affiliation with the Alliance. While the Alliance may assess dues on all Members as provided in **Section 2(b)**, the Alliance may not impose monetary penalties on any individual Member pursuant to this **Section 6(a)**.

(b) All rights and obligations under this Agreement shall be between each Member and the Alliance and only the Alliance, and not individual Members, will have the right to enforce this Agreement against the Members.

7. Effect of Termination; Obligations if Member's Affiliation Terminates. If a Member's Member Term terminates for any reason, all rights granted to such Member under this Affiliation Agreement and (including, all right under the IP License Agreement) shall forthwith terminate and revert to the Alliance. In such event neither the Alliance, such Member nor any other Member shall be liable to any party for the cost of replacing any promotional materials to the extent such replacement was necessitated by the termination of such Member's rights under this IP License Agreement. As of the date a Member's affiliation with the Alliance is terminated for any reason (including, as provided in **Section 5** and **Section 6** of this Affiliation Agreement), as of the last day of a Member's Member Term (a) such Member shall immediately cease all use, publication, or dissemination of the Licensed Intellectual Property and any materials encompassing, embodying, bearing, or displaying any of the Licensed Intellectual Property; (b) such Member shall promptly transmit to the Alliance any such materials encompassing, embodying, bearing, or displaying any of the Licensed Intellectual Property; (c) such Member shall immediately cease use of any domain names or URLs that are similar to or include any form of the Licensed Intellectual Property, and transfer any such domain names or URLs to the Alliance; (d) such Member shall promptly withdraw any name reservations, or similar registrations of any business names or trade names that are similar to or incorporate any form of the Licensed Intellectual Property; (e) such Member shall refrain from using any trade names, trademarks, service marks, logos,

---

<sup>9</sup> Per ChildFund Australia comment.

slogans, trade dress, or indicia of origin that are confusingly similar to the Licensed Intellectual Property; (f) such Member shall refrain from directly or indirectly representing to the public that there is any continuing relationship with, sponsorship by, or other connection with the Alliance; (g) such Member shall return or destroy all Confidential Information of the Alliance and the Alliance shall return or destroy all Confidential Information of such Member,<sup>10</sup> (h) such Member shall refrain from disparaging the Alliance, its personnel, or services and its fellow Members (and/or their personnel and affiliates); and (i) such Member shall continue to pay all amounts due under **Section 2(b)** through the date that is at least eighteen (18) months after the earlier of the date of such termination or the Member's notice to the Alliance of its desire to intent to terminate its affiliation with the Alliance. If such Member's, and/or such Member's Related Entity's, corporate or legal name contains the word(s) "ChildFund," "ChildFund International" or a variation thereof, such Member shall, or shall cause such Member's Related Entity to, take all action necessary to change its corporate or legal name to remove such words, including obtaining all necessary corporate approvals and making any necessary filings with governmental entities, all at such Member's expense and as promptly as reasonably practicable under the laws where such Member is organized. The Alliance may elect, at the Member's expense, to direct its own legal counsel to draft any necessary documents and/or to make the necessary filings to document such changes.<sup>11</sup> Upon termination of a Member's Member Term, the provisions of **Section 2(g)**, **this Section 7**, and **Section 8**, **Section 9** and **Section 10**, shall continue to be binding on the Member whose Member Term has ended.

8. Confidentiality.

(a) Confidentiality Obligations. The Alliance agrees to keep confidential Confidential Information it receives from a Member and each Member agrees to maintain all Confidential Information that it receives from a the Alliance, in each case using at least the same degree of care as such recipient takes to safeguard its own valuable confidential information, but at least a reasonable degree of care, and each recipient will refrain from disclosing any Confidential Information to others. The Alliance agrees not to use any Member's Confidential Information and each Member agrees not to use the Alliance's Confidential Information except for the purposes set forth in the Affiliation Agreement or this IP License Agreement. Each recipient will limit disclosure of the Confidential Information of the disclosing party to those of the recipient's employees and advisors who have a need to know the same, and shall inform such employees of the sensitive nature of the Confidential Information and of the confidentiality obligations under this Affiliation Agreement. If any recipient becomes aware of any actual or threatened disclosure or misuse of any Confidential Information, such recipient will promptly notify the disclosing party and will assist the disclosing party as requested in resolving the matter. The obligations of the Alliance and each Member hereunder shall continue notwithstanding a Member's withdrawal from the Alliance.<sup>12</sup>

(b) Confidentiality Obligations Not Applicable. The confidentiality obligations of **Section 4.1** shall not apply to information which (a) is known or becomes known to the general public through no fault of the recipient, or (b) a recipient is required to be disclosed to governmental authorities or courts as a result of operation of law, regulation, or court order, provided, however, that such recipient must give the disclosing party immediate written notice of any such request, and must assist the disclosing party in any efforts to prevent or limit the disclosure.

---

<sup>10</sup> Per ChildFund Australia comment.

<sup>11</sup> Per ChildFund International comment.

<sup>12</sup> Per ChildFund Australia comment.

9. Defined Terms. In this Affiliation Agreement, the following terms have the following meanings:

**“Articles of Incorporation”** means the articles of incorporation of ChildFund Alliance, a Virginia nonstock corporation, as amended from time to time.

**“Bylaws”** means the bylaws of ChildFund Alliance, a Virginia nonstock corporation, as amended from time to time.

**“Board of Directors”** means the Board of Directors of ChildFund Alliance, a Virginia nonstock corporation.

**“Confidential Information”** means, (i) with respect to information provided by the Alliance to one or more Members, all systems, technologies, know-how, methods of operation, manuals, data and other information, in any format or medium, that the Alliance has developed or acquired, or shall develop or acquire, that relate to Alliance’s mission, operation, or services; that the Alliance takes reasonable measures to maintain in confidence, and (ii) with respect to information provided by a Member to the Alliance, all information provided by such Member to the Alliance that the Member derives economic value from and takes reasonable measures to maintain in confidence.<sup>13</sup>

**“ChildFund Standards”** means (i) the standards and principles set forth in the Articles of Incorporation and Bylaws of the Alliance, as amended from time to time, (ii) the standards adopted by Alliance in accordance with the Articles of Incorporation and Bylaws as amended from time-to-time, pursuant to **Section 4** of the Affiliation Agreement, and (iii) all laws, rules and regulations to which the Alliance or its Members may be subject.

**“Country”** means the country or countries for a Member set forth such Member’s Joinder Page and on **Exhibit A-2** as it may be amended from time to time pursuant to **Section 4** of this Affiliation Agreement, which includes a Promotional Territory and/or a Program Territory.

**“Entity”** means any general partnership, limited partnership, limited liability company, corporation, joint venture, trust, business trust, cooperative or other association or any similar organization whether organized under the laws of the United States or any country or other jurisdiction.

**“Exhibit”** means any exhibit to this Affiliation Agreement and will include the Exhibits listed on the Joinder Signature Page signed by each Member, as they may be added, updated and amended from time to pursuant to **Section 4** of this Affiliation Agreement, and posted to the Member-Only Web Site hosted by the Alliance.

**“IP License Agreement”** means the Intellectual Property License Agreement, the form of which is set forth on **Exhibit B**, as it may be amended from time to time.

**“Licensed Intellectual Property”** has the meaning given to that term in the IP License Agreement.

**“Losses”** means all injuries, losses, expenses, fees, penalties, demands, claims, actions, causes of action, judgments, assessments, damages, obligations, liabilities and costs, including all costs incurred in connection with any claim for indemnification hereunder (including, without limitation, legal fees, accounting fees, and

---

<sup>13</sup> Per ChildFund Australia comment.

all other costs of investigation and remediation), of every nature and description.

**“Member”** means an Entity which, is eligible to become an “affiliated organization” under the Alliance’s Articles of Incorporation and following the procedure described in **Section 1**, signs a Joinder Signature Page to this Affiliation Agreement from time to time; provided, however, that the term “Member” is used for ease of reference and as provided in the Articles of Incorporation, and the Alliance is not a membership organization under the Virginia Nonstock Corporation Act.

**“Program Country”** means a country where Program Services are provided by a particular Member.

**“Program Services”** refers to all of the activities we deliver to enable and protect children and young people in need, and to alleviate suffering and save lives in emergencies.<sup>14</sup>

**“Promotional Services”** all advocacy and communications that aim to connect children, young people and their families to our regular development and emergency relief/humanitarian assistance programming.<sup>15</sup>

**“Related Entity”** means an Entity controlled by, or under common control with, or consolidated financially with a Member. As used in the foregoing sentence, the term “control” means possession, directly or indirectly, of the power to direct or cause a direction of the management or policies of an Entity, whether through the ownership of voting securities, by contract, or otherwise.

**“Services”** means fundraising for and providing the Promotional Services and the Program Services.

In addition, each of the following terms is defined in the Section of the Affiliation Agreement set forth opposite such term in the table below:

<b>TERM:</b>	<b>SECTION:</b>
Alliance	Preamble
Affiliation Agreement	Preamble
IP License Agreement	Recital F
Member(s)	Preamble
net revenues	2(b)
pro rata	2(b)

10. Miscellaneous Provisions.

(a) Notices. All notices and statements required under this Affiliation Agreement shall be in

---

<sup>14</sup> Per ChildFund Australia comment.

<sup>15</sup> Per ChildFund Australia comment.

writing and shall be sent to the addresses, with regard to the Alliance, set forth below, and with respect to each Member, to the mailing, delivery or electronic mail address on such Member's joinder page to this Affiliation Agreement (or to such other address as any Member shall notify the Alliance in writing with respect to such Member or the Alliance may notify the Members in writing with respect to the Alliance) and shall be sent either by (i) certified mail, return receipt requested, (ii) by overnight delivery service that provides evidence of receipt, or (iii) by electronic mail, return receipt requested. The date of mailing or sending shall be deemed the date the notice or statement is given.

If to the Alliance:

545 Fifth Avenue, Suite 1402  
New York, NY 10017  
Attn: Secretary-General

(b) No Agency. Each Member will not represent itself as the agent or legal representative of the Alliance for any purpose whatsoever, and shall have no right to create or assume any obligation of any kind, express or implied, for or on behalf of the Alliance. This Agreement shall not create or be deemed to create any agency, partnership, franchise or joint venture between the Alliance and any Member or between any of the Members.

(c) Assignment. Except for any sublicensing expressly permitted in the IP License Agreement, no Member may assign any of its rights and obligations hereunder, in any manner, whether by operation of law or otherwise, without the prior written consent of the Alliance. Any such purported assignment shall be null and void and shall result in termination of the Member's affiliation with the Alliance.

(d) Merger; Existing Agreements. This Agreement is intended by the Alliance and the Members as the final and complete expression of their agreement with respect to the subject matter hereof, and supersedes any and all prior and contemporaneous agreements and understandings relating to the subject matter hereof.<sup>16</sup>

(e) Invalidity. If any provision or part of this Affiliation Agreement shall be declared invalid or unenforceable by a court or arbitrator of competent jurisdiction, this shall not affect the validity of the remaining provisions of this Affiliation Agreement.

(f) Section Headings. The headings of the sections of this Affiliation Agreement are for convenience only and in no way limit or affect the provisions hereof.

(g) Choice of Law. This Affiliation Agreement shall be governed by and interpreted in accordance with the law of the Commonwealth of Virginia, without regard to the choice of law of conflicts of law principles thereof.

(h) Authority. The Alliance and each Member represents and warrants that it has full power and authority to enter this Affiliation Agreement and that execution and performance of this Affiliation Agreement shall not conflict with or affect any existing agreements with or commitments with other parties.

---

<sup>16</sup> Per ChildFund Australia comment.

(i) Counterparts. This Affiliation Agreement may be executed simultaneously in counterparts, each of which shall be deemed an original, and all of which together shall constitute the same instruments.

**ALLIANCE:**

**CHILDFUND ALLIANCE**

By: \_\_\_\_\_  
Name:  
Title:  
Date:

[Joinder Signatures Follow]

**Form of Joinder Signature Page**

JOINDER SIGNATURE PAGE TO AMENDED AND RESTATED CHILDFUND ALLIANCE AFFILIATION AGREEMENT  
DATED AS OF \_\_\_\_\_.

By its signature below, the undersigned Member agrees as of \_\_\_\_\_, to be bound by the terms and conditions of the ChildFund Alliance Affiliation Agreement, dated as of \_\_\_\_\_, as it may be amended from time to time (the "Affiliation Agreement"), and by its signature below, the ChildFund Alliance agrees to amend the Affiliation Agreement by adding the undersigned Member's joinder signature page thereto.

**ALLIANCE:**

**CHILDFUND ALLIANCE**

By: \_\_\_\_\_  
Name:  
Title:  
Date:

<p><b>MEMBER:</b></p> <p><b><u>[MEMBER NAME]</u></b></p> <p>By: _____ Name: Title: Date:</p> <p><b><u>Member Director Signature</u></b></p> <p>_____</p> <p>Printed Name:</p>	<p><b><u>Member Notice Address:</u></b></p> <p>_____ _____ _____ Email: _____</p> <p><b><u>Member Country of Organization:</u></b><sup>17</sup></p> <p><b><u>Promotional Country:</u></b></p> <p><b><u>Program Country:</u></b></p>
---	---

**EXHIBITS (available on the Member-Only Web Site hosted by the Alliance)**

- Exhibit A-1            Alliance Articles of Incorporation and By-Laws
- Exhibit A-2            Member Countries
- Exhibit B                Member Intellectual Property Agreement

<sup>17</sup> Per ChildFund International comment.

Exhibit B

INTELLECTUAL PROPERTY LICENSE AGREEMENT

The Alliance and the undersigned Member agree as follows:

**ARTICLE I**

GRANT OF LICENSE AND SUBLICENSE

1.1. License and Sublicense Grant. Upon the terms and conditions set forth herein, the Alliance hereby grants to each Member, and each Member hereby accepts, an exclusive, royalty-free license and sublicense to use the Licensed Intellectual Property in such Member's Promotional Country in connection with the provision of the Promotional Services, and in such Member's Program Country in connection with the provision of the Program Services, for the Term. Except as provided in **Section 3.1(b)** and **Section 3.1(c)** below, the license and sublicense of the Licensed Intellectual Property shall be non-transferable and non-assignable.

1.2. Alliance's Rights to Use and License the Licensed Intellectual Property. As between each Member, on the one hand, and the Alliance, on the other hand, nothing in this IP License Agreement shall prevent the Alliance from using or from granting other licenses to use the Licensed Intellectual Property in any manner not inconsistent with this IP License Agreement (including, to other Members), provided such use does not conflict with a Member's right to use such License Intellectual Property within such Member's Program Country or such Member's Promotional Country.

1.3. Limited License to Use ChildFund Alliance Name and Mark. In addition to the license to use the Licensed Intellectual Property set forth in this Article I, the Alliance grants to each Member a limited license to use the ChildFund Alliance Name and Mark as provided in this Agreement; provided that such Member shall not use or register ChildFund Alliance as its corporate name, company name, or trade name, or as part of its corporate name or trade name, except as provided in **Section 3.8** and **Section 3.9**.

**ARTICLE II**

QUALITY CONTROL

2.1. ChildFund Standards. Each Member agrees to ensure that its use of the ChildFund Trademarks and Domain Names, the Licensed Intellectual Property, and the ChildFund Alliance Name and Mark, and all Services provided by such Member in connection with the Licensed Intellectual Property, and the ChildFund Alliance Name and Mark will reflect favorably on the Alliance and all other Members and on their reputation and goodwill, and will comply with all ChildFund Standards. Each Member agrees not to adopt or follow any standards that conflict with any ChildFund Standards.

### ARTICLE III

#### USE OF LICENSED INTELLECTUAL PROPERTY

##### 3.1. Ownership and Registration of Licensed Intellectual Property.

(a) Each Member acknowledges that the Licensed Intellectual Property and the ChildFund Alliance Name and Mark are valid, and that the Alliance owns all right, title, and interest in and to the Licensed Intellectual Property and the ChildFund Alliance Name and Mark worldwide, including any registrations or applications relating thereto. All prior, current, and future use of the ChildFund Trademarks and Domain Names, the Licensed Intellectual Property, and the ChildFund Alliance Name and Mark by Member, and all goodwill resulting therefrom, shall inure to the benefit of the Alliance. Each Member shall take no action inconsistent with the Alliance's ownership of the Licensed Intellectual Property and the ChildFund Alliance Name and Mark. Except as provided in **Section 3.1(b)** and **Section 3.1(c)** below, each Member shall not apply for any registrations of the Licensed Intellectual Property or the ChildFund Alliance Name and Mark in any jurisdiction. If, notwithstanding the foregoing, a Member has acquired or shall acquire, directly or indirectly, any right, title or interest in or to any of the Licensed Intellectual Property or the ChildFund Alliance Name and Mark, or in any trade name, trademark, service mark, logo, slogan, trade dress, or other indicia of origin similar to any of the ChildFund Trademarks and Domain Names, the Licensed Intellectual Property, or the ChildFund Alliance Name and Mark (including any registrations or applications relating thereto), such Member shall promptly notify the Alliance in writing.

(b) If the Alliance and/or any Member desire to register with any governmental authority or agency any of the Licensed Intellectual Property, or the ChildFund Alliance Name and Mark (for the limited purposes set forth in this IP License Agreement), in such Member's jurisdiction of organization and/or such Member's Program Country or such Member's Promotional Country, the Alliance and such Member agree that:

- (i) The Alliance shall be the owner of all such registered Licensed Intellectual Property and the ChildFund Alliance Name and Mark and all filings shall reflect that the Alliance is the owner;
- (ii) Such Member shall assist and cooperate with the Alliance to facilitate such filings;
- (iii) Such Member shall bear the cost, including without limitation all filing fees and legal counsel expenses incurred by the Alliance, in connection with such filings; and
- (iv) Notwithstanding the foregoing, such Member shall be permitted to include the words "ChildFund", "ChildFund International" or variations thereof (but not the words "ChildFund Alliance", except as permitted in this IP License Agreement as part or all of its corporate or legal name, or conduct business under such name, subject to the provisions of **Section 3.8**.

(c) If any Member is legally required or such Member otherwise determines that it is

necessary or desirable to establish a separate legal entity that is a Member's Related Entity<sup>18</sup> in such Member's Promotional Country or a Program Country to carry on such Member's business in such country then the applicable Member may sub-license the Licensed Intellectual Property, and the ChildFund Alliance Name and Mark (for the limited purposes set forth in this IP License Agreement), subject to the terms and conditions of this IP License Agreement, if the following conditions are met:

- (i) Such Member and such Member's Related Entity must enter into a Sub-License Agreement in the form attached to this IP License Agreement as **Exhibit B-4**, with any changes to the form as may be approved by the executive committee of the Alliance (the "Sub-License Agreement");
- (ii) Such Member's Related Entity shall be subject to the terms and conditions of **Section 3.1(b)** above as it relates to such Member's particular Country;
- (iii) Such Member shall enforce its rights under the Sub-License Agreement and failure to do so shall be deemed a breach of the Affiliation Agreement and this IP License Agreement; and
- (iv) Such Member shall provide the Alliance with a copy of each Sub-License Agreement promptly after it has been entered into by such Member and such Member's Related Entity.

The Alliance retains the authority to protect and enforce its rights against a Related Entity in a manner determined at its discretion to best serve its interest in the IP at the expense of the Member. The Alliance actions may include, but are not limited to, executing a license directly to the Related Entity or filing suit against the Related Entity for violation of a license or sub-license.<sup>19</sup>

3.2. No Rights to Member's Property. The Alliance acknowledges that each Member's Member Intellectual Property is valid and that such Member owns all right, title and interest in and to such Member's Member Intellectual Property in the countries identified in the **Exhibit A-2** of the Affiliation Agreement applicable to such Member. The Alliance acknowledges that nothing in this IP License Agreement requires a Member to transfer its interest in the Member Intellectual Property. In the event this IP License Agreement is terminated for any reason, Member shall retain all right, title and interest to the Member Intellectual Property and the Alliance shall have no rights in such property.

3.3. Use of Geographical Designation Mark. Subject to **Section 3.8** hereof, each Member may use a geographical designation in connection with the ChildFund Trademarks and Domain Names (e.g., ChildFund - Japan) to identify and promote itself and its Services, provided that such Member gives the Alliance written notice of the geographical designation mark and the Alliance approves the geographical designation mark in writing, and provided further that the geographical designation mark shall be owned by and registered to the Alliance and **Exhibit B-2** to this IP License Agreement shall be amended to include such additional geographical designations mark, and the Alliance shall own all right, title, and interest in and to the geographical designation mark.

---

<sup>18</sup> Per ChildFund International comment.

<sup>19</sup> Per ChildFund International comment.

3.4. Use of Licensed Intellectual Property with Services Only. Each Member agrees to use the Licensed Intellectual Property and the ChildFund Alliance Name and Mark only in connection with the promotion and provision of such Member's Program Services and Promotional Services,<sup>20</sup> and agrees not to use the Licensed Intellectual Property or the ChildFund Alliance Name and Mark in connection with any activity that is not substantially related to the mission purpose or associated with fundraising for that purpose other products, services, or pursuits, except with the prior written approval of the Alliance.

3.5. Form of Use of Trademarks and Licensed Intellectual Property. Each Member agrees to use and display the ChildFund Trademarks and Domain Names, the Licensed Intellectual Property, and the ChildFund Alliance Name and Mark only in such format and style and with such registration/ownership notices as approved by the Alliance or where otherwise approved in writing by the Alliance.

3.6. Assistance in Protecting Intellectual Property Rights -- Registration. If requested by the Alliance, each Member will provide reasonable assistance in protecting and registering the Alliance's rights in the Licensed Intellectual Property and the ChildFund Alliance Name and Mark worldwide, including but not limited to executing documents, providing specimens or examples of the use of the ChildFund Trademarks and Domain Names, the other Licensed Intellectual Property, or the ChildFund Alliance Name and Mark, and providing other assistance in obtaining and maintaining registrations in applicable jurisdictions.

3.7. Assistance in Protecting Intellectual Property Rights -- Alleged Infringement. If a ny Member becomes aware of any infringement or suspected or threatened infringement of the Licensed Intellectual Property or the ChildFund Alliance Name and Mark by any third party, such Member shall promptly notify the Alliance in writing. If any Member becomes aware of any formal or informal claim, charge, or allegation by any third party that such Member's use of the Licensed Intellectual Property or the ChildFund Alliance Name and Mark allegedly misappropriates or infringes any proprietary rights, such Member shall likewise promptly notify the Alliance in writing. The Alliance may determine in its discretion whether and what steps to take to address such actual or alleged infringement. Each Member shall provide all assistance that the Alliance reasonably requests in connection with any such actual or alleged infringement and any such enforcement or defense efforts.

3.8. Branding Requirements. Each Member agrees that such Member will conduct all of its business under one of the following brand names consistent with brand guidelines in such Member's Promotional Country and in such Member's Program Country:

- ChildFund
- ChildFund + country name
- ChildFund International (in the case of US member)
- Name + Member of ChildFund Alliance

Current Alliance members that do not have, or did not adopt the ChildFund name, must co-brand using a combination of their own logo and placement of the statement: "Member of ChildFund Alliance."

Alliance members currently not branded as ChildFund are not required to rebrand to ChildFund. When and if a non-ChildFund branded member chooses to rebrand their organization, they must however, rebrand to ChildFund or ChildFund + country name at the time they rebrand.

---

<sup>20</sup> Per ChildFund Australia comment.

3.9. Emergency Response Activities. Each Member agrees that all emergency program response activities conducted by such Member will be done under the name “ChildFund” in compliance with ChildFund Alliance branding and other policies.

#### **ARTICLE IV**

##### **TERM**

4.1 Term. A Member’s term under this IP License Agreement shall be governed by the Affiliation Agreement. A Member’s rights under this IP License Agreement shall expire upon the termination or expiration of such Member’s Member Term (as defined in the Affiliation Agreement). Upon termination of a Member’s rights under this IP License Agreement, the Alliance’s rights under Section 3.1 shall survive and Section 6.1 shall continue to be binding on the Member.

#### **ARTICLE V<sup>21</sup>**

##### **REPRESENTATIONS AND WARRANTIES**

5.1. Alliance’s Representations and Warranties. The Alliance represents and warrants that it has authority to enter into this IP License Agreement and this IP License Agreement is a legal and binding obligation of the Alliance, enforceable in accordance with its terms. THE ALLIANCE MAKES NO REPRESENTATION OR WARRANTY OF MERCHANTABILITY OR FITNESS FOR A PARTICULAR PURPOSE WITH RESPECT TO THE LICENSED INTELLECTUAL PROPERTY OR THE CHILDFUND ALLIANCE NAME OR MARK, NOR ARE THERE ANY OTHER EXPRESSED OR IMPLIED WARRANTIES EXCEPT THOSE EXPRESSLY STATED IN THE FIRST SENTENCE OF THIS **SECTION 5.1**.

5.2. Member Representations and Warranties. Each Member represents and warrants that such Member is authorized to enter into this IP License Agreement and this IP License Agreement is a legal and binding obligation of Member, enforceable in accordance with its terms.

---

<sup>21</sup> Per ChildFund Australia comment.

**ARTICLE VI**

**DEFINED TERMS**

6.1. Capitalized terms in this IP Agreement shall have the meaning given to such terms in **Schedule 1**.

IN WITNESS WHEREOF, the Parties hereto have caused this IP License Agreement to be executed by their duly authorized representatives, effective as of \_\_\_\_\_, 20\_\_ (the “Effective Date”).

ChildFund Alliance

By:  
Name:  
Title:

[Member]

By:  
Name:  
Title:

List of Schedules and Exhibits to IP License Agreement:

Schedule 1	Definitions
Exhibit B-1	Copyrighted Materials
Exhibit B-2	Domain Names and Trademarks
Exhibit B-3	Member Intellectual Property (specific to each Member)
Exhibit B-4	Form of Related Entity Sublicense Agreement
Exhibit B-5	ChildFund Alliance Name and Mark

**IP Agreement  
Schedule 1**

**“Alliance”** means ChildFund Alliance, a Virginia nonstock corporation.

**“Related Entity”** means an Entity controlled by or under common control with a Member. As used in the foregoing sentence, the term “control” means possession, directly or indirectly, of the power to direct or cause a direction of the management or policies of an Entity, whether through the ownership of voting securities, by contract, or otherwise.

**“Affiliation Agreement”** means the Amended and Restated Affiliation Agreement of ChildFund Alliance, a Virginia nonstock corporation, and the various Members who are a party thereto, as it may be amended from time to time.

**“ChildFund Alliance Name and Mark”** shall mean the name and mark identified on **Exhibit B-5**.

**“ChildFund Trademarks and Domain Names”** means all trade names, trademarks, service marks, logos, slogans, trade dress, and other indicia of origin that the Alliance, itself or through licensees, Members or affiliates, uses, has applied for, or has registered with any trademark office in any jurisdiction, or shall use, apply for, or register with any trademark office in any jurisdiction, and that the Alliance licenses to Member, including, but not limited to, those identified on **Exhibit B-2** (which may be amended from time to time), as well as all domain names and URLs listed on **Exhibit B-2**.

**“ChildFund Standards”** means (i) the standards and principles set forth in the Articles of Incorporation and Bylaws of the Alliance, as amended from time to time, (ii) the guidelines for fundraising, programs, and ethics that the Alliance adopts from time to time, as amended pursuant to **Section 4** of the Affiliation Agreement, and (iii) all laws, rules and regulations to which the Alliance or its Members may be subject.

**“Copyrighted Materials”** means all written works, visual works, computer programs, and other copyrighted or copyrightable works that the Alliance has created or in which the Alliance otherwise owns copyright rights, or shall create or otherwise acquire copyright rights, and that the Alliance licenses to the Member, including but not limited to the items identified on **Exhibit B-1** (which may be amended from time to time).

**“Country”** means the country or countries for a Member set forth on **Exhibit A-2** to the Affiliation Agreement as it may be amended from time to time pursuant to **Section 4** of the Affiliation Agreement, which includes a Promotional Country and/or a Program Country.

**“Entity”** means any general partnership, limited partnership, limited liability company, corporation, joint venture, trust, business trust, cooperative or other association or any similar organization whether organized under the laws of the United States or any country or other jurisdiction.

**“Licensed Intellectual Property”** means the Confidential Information, the ChildFund Confidential Information, the Copyrighted Materials, the ChildFund Copyrighted Materials, the and the ChildFund Trademarks and Domain Names.

**“Member”** means each Entity that signs a Joinder Signature Page to the Affiliation Agreement.

**“Member Intellectual Property”** means all intellectual property that has been developed or acquired by Member and is listed on **Exhibit B-3** (which may be amended from time to time).

**“Program Services”** has the meaning given to that term in the Affiliation Agreement.

**“Program Country”** means a country where Program Services are provided by a particular Member.

**“Promotional Services”** has the meaning given to that term in the Affiliation Agreement.

**“Promotional Country”** means a country where Promotional Services are provided by a particular Member.

**“Related Entity”** means an Entity controlled by, or under common control with, or consolidated financially with a Member. As used in the foregoing sentence, the term “control” means possession, directly or indirectly, of the power to direct or cause a direction of the management or policies of an Entity, whether through the ownership of voting securities, by contract, or otherwise.<sup>22</sup>

**“Term”** means the period during which this IP License Agreement shall be in effect, which shall begin on the date hereof and shall end as provided in **Section 4.1** hereof.

In addition, each of the following terms is defined in the Section of the IP License Agreement set forth opposite such term in the table below:

<b>Defined Term</b>	<b>Location:</b>
Effective Date	Signature Page
Event of Default	6.2
Member Related Entity	3.1(c)
Sub-License Agreement	3.1(c)(i)

---

<sup>22</sup> Per ChildFund International comment.

Exhibit B-1

**COPYRIGHTED MATERIALS**

To be updated.

**Exhibit B-2**

**CHILDFUND TRADEMARKS AND DOMAIN NAMES**

Domain Names:

To be updated

**Trademark Docket Report – ChildFund Alliance**

**ChildFund Alliance Trademark Registrations**

**To be updated**

|

**Exhibit B-3**

**MEMBER INTELLECTUAL PROPERTY**

**[Separate List for Each Member]**

|

**Exhibit B-4**

AMENDED AND RESTATED AFFILIATE SUBLICENSE AGREEMENT

This Amended and Restated Related Entity Sublicense Agreement (the "Agreement") is entered into as of the \_\_\_\_\_ day of \_\_\_\_\_, 200\_ (the "Effective Date"), by and between \_\_\_\_\_, a \_\_\_\_\_ with an address at \_\_\_\_\_ ("Related Entity Sub licensor"), and \_\_\_\_\_, a \_\_\_\_\_ with an address at \_\_\_\_\_ ("Related Entity Sublicensee"). Member Sublicensor and Related Entity Sublicensee are sometimes hereafter referred to individually as a "Party" or collectively as the "Parties."

RECITALS

A. ChildFund Alliance (the "Alliance"),<sup>23</sup> is the owner of all right, title, and interest in and to certain intellectual property, including the names and marks CHILDFUND, CHILDFUND ALLIANCE, and CHILDFUND ALLIANCE and Design, and is the owner of registrations and applications for the CHILDFUND names and marks in various countries throughout the world.

B. Pursuant to an Amended and Restated Affiliation Agreement between the Alliance and Member Sublicensor, dated \_\_\_\_\_ and joined by Member Sublicensor on \_\_\_\_\_ (the "Affiliation Agreement") and the Intellectual Property License Agreement executed in connection with the Affiliation Agreement (the "IP License Agreement"), the Alliance has authorized Member Sublicensor, subject to the terms and conditions of that IP License Agreement, to use certain intellectual property of the Alliance (defined therein as the "Licensed Intellectual Property" and the "ChildFund Alliance Name and Mark"), and to sublicense the Licensed Intellectual Property and the ChildFund Alliance Name and Mark to Member Sublicensor's qualified affiliates.

C. Related Entity Sublicensee desires to use the Licensed Intellectual Property and the ChildFund Alliance Name and Mark in \_\_\_\_\_ (the "Related Entity Territory") in cooperation with the Alliance and Member Sublicensor and in order to further the humanitarian objectives of the Alliance and Member Sublicensor in the Related Entity Territory.

TERMS AND CONDITIONS

The Parties agree as follows:

1. Sublicense Grant. Member Sublicensor hereby grants to Related Entity Sublicensee, and Related Entity Sublicensee hereby accepts, a non-exclusive<sup>24</sup> (specifically, with rights of use reserved as to the Alliance and Member Sublicensor), royalty-free, non-transferable, non-assignable sublicense to use

<sup>23</sup> Per ChildFund International comment.

<sup>24</sup> Per ChildFund Australia comment

the Licensed Intellectual Property, and the ChildFund Alliance Name and Mark (for the limited purposes set forth in the IP License Agreement and subject in all respects to the terms of the IP License Agreement), in the Related Entity Territory in connection with the provision of humanitarian services in cooperation with the Alliance and Member Sublicensor. The Sublicensor does not warrant the validity or ownership of any Licensed Intellectual Property sublicensed under this Agreement or that the Licensee's use of such intellectual property will not breach any third party intellectual property; and (b) the Sublicensor is not liable for any loss or damage of the Related Entity Sublicensee<sup>25</sup> arising from any breach of third party intellectual property rights as a result of the use of the Licensed Intellectual Property sublicensed under the agreement.

2. Quality Control. Related Entity Sublicensee agrees that its use of the Licensed Intellectual Property and the ChildFund Alliance Name and Mark, and its services provided in connection with the Licensed Intellectual Property and the ChildFund Alliance Name and Mark, will reflect favorably on the Alliance and Member Sublicensor and their reputation and goodwill; will comply with applicable ChildFund Standards; and will comply with all applicable laws, statutes, and regulations. No less than once per year, Related Entity Sublicensee will provide to Member Sublicensor (and Member Sublicensor will provide to the Alliance) a written, English-language report describing and updating Related Entity Sublicensee's fundraising and service activities, usage of the Licensed Intellectual Property and the ChildFund Alliance Name and Mark, and overall operations during the prior year, including a copy of audited financial statements for the most recently-ended fiscal year. The Alliance and Member Sublicensor shall have the right, from time to time, with reasonable advance written notice and at their own expense, to have their representatives review the premises and operations of Related Entity Sublicensee during normal business hours. In addition, upon reasonable request, Related Entity Sublicensee shall respond to inquiries by the Alliance and Member Sublicensor, written, oral, or electronic, about Related Entity Sublicensee's operations.

3. Registration of Licensed Intellectual Property and ChildFund Alliance Name and Mark and Use of Corporate Name. If the Alliance, Member Sublicensor or Related Entity Sublicensee desire to register with any governmental authority or agency any of the Licensed Intellectual Property or the ChildFund Alliance Name and Mark in the Related Entity Territory, Member Sublicensor and Related Entity Sublicensee agree that:

(a) The Alliance shall be the owner of all such registered Licensed Intellectual Property and ChildFund Alliance Name and Mark and all filings shall reflect that the Alliance is the owner;

(b) Related Entity Sublicensee shall assist and cooperate with Member Sublicensor and the Alliance to facilitate such filings;

(c) Related Entity Sublicensee shall bear the cost, including without limitation, all filing fees and legal counsel expenses incurred by Member Sublicensor and the Alliance, in connection with such filings; and

(d) Notwithstanding the foregoing, Related Entity Sublicensee shall be permitted to include the words "ChildFund", "ChildFund International" or variations thereof (but not the words "ChildFund Alliance", except as permitted in the IP License Agreement) as part or all of its corporate or legal name, or conduct business under such name, subject to the provisions of

---

<sup>25</sup> Per ChildFund Australia comment.

**Section 7(c)** hereof.

4. **Ownership of Licensed Intellectual Property.** Related Entity Sublicensee acknowledges that the Alliance owns all right, title, and interest in and to the Licensed Intellectual Property and ChildFund Alliance Name and Mark, including any registrations or applications relating thereto. All prior, current, and future use of the Licensed Intellectual Property or the ChildFund Alliance Name and Mark by Related Entity Sublicensee, and all goodwill resulting therefrom, shall inure to the benefit of the Alliance. Related Entity Sublicensee shall take no action inconsistent with the Alliance's ownership of the Licensed Intellectual Property or the ChildFund Alliance Name and Mark. Related Entity Sublicensee will cooperate and shall take all steps required by ChildFund Alliance or Member Sublicensor to perfect ownership, including but not limited to assignment or filing non-objections, to the ChildFund Alliance in the Territory.

<sup>26</sup>

5. **Assistance in Protecting Intellectual Property Rights.** Upon request by the Alliance or Member Sublicensor, Related Entity Sublicensee shall provide reasonable assistance in protecting and registering the Alliance's rights in the Licensed Intellectual Property and the ChildFund Alliance Name and Mark, including but not limited to executing documents, providing specimens or examples of the use of the Licensed Intellectual Property and the ChildFund Alliance Name and Mark, and providing other assistance in obtaining and maintaining registrations of the Licensed Intellectual Property and the ChildFund Alliance Name and Mark. If Related Entity Sublicensee becomes aware of any infringement or suspected or threatened infringement of the Licensed Intellectual Property or the ChildFund Alliance Name and Mark by any third party, Related Entity Sublicensee shall promptly notify Member Sublicensor in writing (and Member Sublicensor shall promptly notify the Alliance in writing). If Related Entity Sublicensee becomes aware of any formal or informal claim, charge, or allegation by any third party that its use of the Licensed Intellectual Property or the ChildFund Alliance Name and Mark allegedly misappropriates or infringes any proprietary rights, Related Entity Sublicensee shall likewise promptly notify Member Sublicensor in writing (and Member Sublicensor shall promptly notify the Alliance in writing). The Alliance may determine in its discretion whether and what steps to take to address such actual or alleged infringement. Related Entity Sublicensee shall provide to the Alliance and Member Sublicensor all assistance that they shall reasonably request in connection with any such actual or alleged infringement and any such enforcement or defense efforts.

6. **Term.** This Agreement and the sublicense granted herein shall terminate three (3) years from the Effective Date, provided, however, that the Agreement and the sublicense shall be automatically renewed for one (1) year terms unless either Party shall give the other Party written notice of its intent not to renew at least ninety (90) days prior to the end of the term or any renewal term.

7. (a) **Termination.** Notwithstanding the foregoing, this Agreement and the sublicense granted herein shall terminate in the event of any of the following: (i) the Affiliation Agreement or IP License Agreement between the Alliance and Member Sublicensor terminates for any reason; (ii) Member Sublicensor no longer controls, as described herein, Related Entity Sublicensee; (iii) either Party materially breaches this Agreement, and that Party fails to cure the material breach within forty-five (45) days after receiving written notice of the breach from the other Party (or from the Alliance); or (iv) Related Entity Sublicensee enters into a Affiliation Agreement with the Alliance, as described further in **Section 8** below. For purposes of clause (ii) of this **Section 7(a)**, "control" shall mean the direct or indirect power or authority, through voting rights or otherwise, to elect a majority of the members of the board of directors or other body charged with oversight and responsibility for the business and affairs of the Related Entity Sublicensee.

---

<sup>26</sup> Per ChildFund International comment.

(b) **Effect of Termination.** In the event of expiration or termination of this Agreement for any reason, all rights granted to Related Entity Sublicensee hereunder shall forthwith terminate and revert to Member Sublicensor. In such event, neither the Alliance, Member Sublicensor nor any other Member of the Alliance shall be liable to any party for the cost of replacing any promotional materials to the extent such replacement was necessitated by the termination of this Agreement.

(c) **Obligations of Related Entity Sublicensee Upon Termination.** In the event of expiration or termination of this Agreement for any reason (other than as provided in clause 7(a)(iv) above), (a) Related Entity Sublicensee shall immediately cease all use, publication, or dissemination of the Licensed Intellectual Property and the ChildFund Alliance Name and Mark and any materials encompassing, embodying, bearing, or displaying any of the Licensed Intellectual Property or the ChildFund Alliance Name and Mark; (b) Related Entity Sublicensee shall promptly transmit to the Alliance any such materials encompassing, embodying, bearing, or displaying any of the Licensed Intellectual Property or the ChildFund Alliance Name and Mark; (c) Related Entity Sublicensee shall immediately cease use of any domain names or URLs that are similar to or include any form of the ChildFund Trademarks and Domain Names (as defined in the IP License Agreement), including but not limited to the letters or terms CHILDFUND, CHILDFUND INTERNATIONAL, CCF, CCFI, CHRISTIAN CHILDREN'S FUND, CCF INTERNATIONAL or CHILDFUND ALLIANCE, and transfer any such domain names or URLs to Member Sublicensor, the Alliance; (d) Related Entity Sublicensee shall promptly withdraw any name reservations, or similar registrations of any business names or trade names that are similar to or incorporate any form of the ChildFund Trademarks and Domain Names, including but not limited to, the letters or terms CHILDFUND, CHILDFUND INTERNATIONAL, CCF, CCFI, CHRISTIAN CHILDREN'S FUND, CCF INTERNATIONAL or CHILDFUND ALLIANCE; (e) Related Entity Sublicensee shall refrain from using any trade names, trademarks, service marks, logos, slogans, trade dress, or indicia of origin that are confusingly similar to the ChildFund Trademarks and Domain Names or the ChildFund Alliance Name and Mark; (f) Related Entity Sublicensee shall refrain from directly or indirectly representing to the public that there is any continuing relationship with, sponsorship by, or other connection with Member Sublicensor, the Alliance; and (g) Related Entity Sublicensee shall refrain from disparaging Member Sublicensor, the Alliance, their personnel, or their services.

If Related Entity Sublicensee's corporate or legal name contains the word(s) ChildFund, ChildFund International or a variation thereof, as permitted in **Section 3**, Related Entity Sublicensee shall take all action necessary to change its corporate or legal name to remove such words, including obtaining all necessary corporate approvals and making any necessary filings with governmental entities, all at such Related Entity Sublicensee's expense.

8. **Affiliation Agreement.** Related Entity Sublicensee covenants and agrees that promptly following its meeting the requisite eligibility requirements, it will apply for membership in the Alliance.

9. **Third Party Beneficiary.** The Parties agree that the Alliance is an intended third party beneficiary of this Agreement and that the Alliance shall be entitled to all remedies accorded to third party beneficiaries under the law. Such remedies include, but are not limited to, right of action in a court of law against parties in alleged infringement proceeding or to require additional representations, warranties, and promises of the Related Entity Sublicensee.<sup>27</sup>

10. **Notices.** All notices and statements required under this Agreement shall be in writing and

---

<sup>27</sup> Per ChildFund International comment.

shall be sent to the Parties (and to the Alliance) at the addresses set forth below, or to such other addresses as a Party (or the Alliance) shall identify to the other Parties (or the Alliance) in writing, and shall be sent certified mail, return receipt requested, by overnight delivery services that provides evidence of receipt, by email with return receipt requested or facsimile with a confirmation copy sent by such overnight delivery service. The date of mailing shall be deemed the date the notice or statement is given.

If to Member Sublicensor:

\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

Facsimile:

Attn:

|

With a copy to:

\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

Facsimile:

Attn:

If to Related Entity Sublicensee:

\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

Facsimile:

Attn:

If to the Alliance:

ChildFund Alliance  
545 Fifth Avenue, Suite 1402  
New York, NY 10017  
Facsimile:  
Attn: Chairman of the Board

10. No Agency. Related Entity Sublicensee shall not represent itself as the agent or legal representative of the Alliance or Member Sublicensor, and shall have no right to create or assume any obligation for or on behalf of the Alliance or Member Sublicensor. This Agreement shall not create or be deemed to create any agency, partnership, franchise or joint venture between the Parties or between either Party and the Alliance.

11. Assignment. This Agreement is personal to the Parties, and neither Party shall assign this Agreement, or its rights and obligations hereunder, in any manner, whether by operation of law or otherwise. Any such purported assignment shall be null and void.

12. Modification; Waiver; Construction. This Agreement may not be modified and none of its terms may be waived, except in a writing signed by both Parties and approved in writing by the Alliance. The failure of either Party (or of the Alliance) to enforce, or the delay by either Party (or by the Alliance) in enforcing, any of its rights shall not be deemed a continuing waiver or a modification of this Agreement. In construing and enforcing this Agreement, neither Party (nor the Alliance) shall be considered the drafter of this Agreement.

13. Authority. Each Party represents and warrants that it has full power and authority to enter this Agreement and that execution and performance of this Agreement shall not conflict with or affect any existing agreements with or commitments to other parties.

14. Counterparts. This Agreement may be executed in counterparts, each of which shall be deemed an original, and all of which together shall constitute one and the same agreement.

IN WITNESS WHEREOF, the Parties hereto have caused this Amended and Restated Related Entity Sublicense Agreement to be executed by their duly authorized representatives, effective as of the Effective Date.

MEMBER SUBLICENSOR:

\_\_\_\_\_

By: \_\_\_\_\_  
Name: \_\_\_\_\_  
Title: \_\_\_\_\_

AFFILIATE SUBLICENSEE:

\_\_\_\_\_

By: \_\_\_\_\_  
Name: \_\_\_\_\_  
Title: \_\_\_\_\_

The CHILDFUND ALLIANCE Name and Mark

The CHILDFUND name

The CHILDFUND ALLIANCE name and mark, as follows: CHILDFUND

ALLIANCE

(word mark)



(word plus design mark)