

## **EARTH DAY NETWORK PARTNERSHIP AGREEMENT**

BETWEEN:

- 1. EARTH DAY NETWORK**, a not for profit organization, registered in the United States as a 501c3, and whose office is located at 1616 P Street NW, Suite 340, Washington, USA (hereinafter referred to as ‘EDN’).
  
- 2. Partner**

Partner Name	
Partner Address	
Partner Contact	
Partner Contact Phone	
Partner Contact Email	

### **1 PARTNERSHIP PARAMETERS**

EDN and Partner share common goals and objectives with regard to the conservation, protection, enhancement and support of nature and natural resources, contributing to the fight against climate change and the preservation of biodiversity worldwide; and wish to collaborate to further these common goals and objectives within their respective mandates and governing rules and regulations.

The parties hereby agree that:

- 1.1 EDN will provide Partner with an “Earth Day” logo (the “EDN Logo”) that Partner can distribute along with Earth Day 2017 materials. Partner only has permission to use the trademarked logo until December 31<sup>st</sup>, 2017. Partner does not have permission to transfer the right to use the EDN Logo and EDN has the right to revoke permission for Partner to use the EDN Logo upon ten (10) days written notice.
  
- 1.2 EDN will list Partner’s Earth Day event on the EDN registered Earth Day Events webpage and list Partners’ logo and the Earth Day 2017 Partner’s webpage with link to Partner’s website;
  
- 1.3 Partner will provide Earth Day 2017 and Earth Day Network with a digital presence on Partner’s web site, including by using the EDN Logo and a link to “earthday.org”;
  
- 1.4 Partner will disseminate information to its network about the Earth Day 2017 initiatives;

### **2 OWNERSHIP OF EDN LOGO**

Partner agrees that it has no rights to use the EDN Logo except as provided in this License and all uses of the EDN Logo by the Partner, and the associated goodwill, shall inure solely to the benefit of EDN.

### **3     DISCLAIMER.**

EDN DISCLAIMS ANY AND ALL EXPRESS, IMPLIED OR STATUTORY WARRANTIES, INCLUDING WITHOUT LIMITATION THE IMPLIED WARRANTIES OF MERCHANTABILITY, NON-INFRINGEMENT, FITNESS FOR A PARTICULAR PURPOSE OR ARISING OUT OF COURSE OF CONDUCT OR TRADE CUSTOM OR USAGE IN THE EDN LOGO. IN NO EVENT WILL EDN BE LIABLE FOR ANY INDIRECT, SPECIAL, INCIDENTAL, CONSEQUENTIAL OR EXEMPLARY DAMAGES OR EXPENSES ARISING IN CONNECTION WITH THIS AGREEMENT OR THE USE OF THE EDN LOGO, EVEN IF EDN IS ADVISED OF THE POSSIBILITY OF SUCH DAMAGES.

### **4     COSTS**

Each party shall be responsible for its own costs associated with this Agreement and its obligations hereunder.

### **5     OFFICIAL EMBLEMS AND LOGOS**

Neither Party shall use the name, emblem or trademarks of the other Party, its subsidiaries, affiliates, and/or authorized agents, or any abbreviation thereof, in publications and documents produced by the Parties, without the express prior written approval of the other Party in each case; provided, however, that Partner has the right to use the EDN Logo as provided herein and EDN has the right to use the Partner Logo as provided herein.

### **6     AGREEMENT**

6.1         This Agreement shall enter into effect on the date of signature of both parties.

6.2         This Agreement is governed by and construed in accordance with the laws of the District of Columbia within the United States of America.

6.3         This Agreement may be amended only with the consent of both parties.

6.4         Partner's relationship to EDN during the time this Agreement is in effect shall be that of an independent contractor, and not as an employee or agent. Partner may not make any commitments, or bind or purport to bind or represent EDN or any of its affiliates in any manner either as its agent or in any other capacity.

6.5         Each party reserves its rights to terminate this Agreement upon thirty (30) days written notice to the other party. In addition, EDN may immediately terminate this Agreement in the event

that EDN believes that the Partner breached any material condition of this Agreement or EDN otherwise believes the termination is in EDN's best interests, as determined in EDN's sole discretion.

IN WITNESS WHEREOF, the duly authorized representatives of the parties have executed this Agreement as of the date first written above.

EARTH DAY NETWORK

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

Name: \_\_\_\_\_

Title: \_\_\_\_\_

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

PARTNER

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

Name: \_\_\_\_\_

Title: \_\_\_\_\_

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