



Zeta Phi Beta Sorority, Incorporated
1734 New Hampshire Avenue, N.W. • Washington, D.C. 20009

Official Licensed Centennial Project Agreement

THIS OFFICIAL LICENSED CENTENNIAL PROJECT AGREEMENT (“Agreement”), dated effective as of [Click here to enter a date.](#) (“Effective Date”), is made by and between Zeta Phi Beta Sorority, Inc. (“Zeta”) and **Please enter name of member, chapter, state or region conducting the project**, having a mailing address of **Please enter mailing address for use of communications under this Agreement** (“Company”). Zeta and Provider may be individually referred to as a “Party” or collectively as the “Parties.”

WHEREAS, Zeta has developed Marks that are specific to the celebration of the sorority’s centennial anniversary (“Centennial Marks”); and

WHEREAS Sorority has created to a committee thereof (the “Centennial Commission”) for the administration of all aspects of the celebration of the Sorority’s centennial anniversary; and

WHEREAS, Provider wishes to conduct a project in connection with Zeta’s Official Licensed Centennial Project program, in accordance with the rules, terms and conditions thereof, and the terms of this Agreement;

WHEREAS, after review and approval of the Centennial Commission, Zeta is willing to authorize the project in accordance with the terms of this Agreement and all Exhibits attached hereto or otherwise incorporated by reference, including, without limitation, the Official Centennial Marks and Usage Guidelines for Official Licensed Centennial Projects that are available at the <http://zphib2020.com> web site and which Zeta may unilaterally change from time to time (the “Marks and Usage Guidelines”), for the purposes set forth below;

NOW, THEREFORE, for and in consideration of the mutual promises, covenants and obligations set forth below, and other good and valuable consideration, the receipt and adequacy of which are hereby acknowledged, the Parties hereby agree as follows.

1. Term. The term of this Agreement is effective as of the Effective Date and shall continue in effect until January 31, 2021 unless otherwise terminated as set forth herein, including, without limitation, failure to remain in good financial standing with Zeta (the “Term”).

2. Trademark License; Copyright Ownership.

2.1 Grant of Trademark License. Zeta is the owner of all right, title and interest in, to and under its trademarks and/or service marks, including without limitation, those identified in Zeta’s Visual Identity Standards and the Marks and Usage Guidelines. Subject to the conditions set forth in this Agreement, Zeta hereby grants to Provider a non-exclusive, non-transferable, limited and revocable license (“License”) to the Centennial Mark(s) and/or Work (defined below) depicted and/or described on [Exhibit A](#) which may be updated from time to time by the Centennial Commission to include additional items approved by the Centennial Commission (collectively, the “Permitted Product”). The License is for the sole purposes of producing, reproducing, distributing and selling the Permitted Product. Provider acknowledges that the license granted herein shall not restrict Zeta’s direct or indirect use of any mark in any manner whatsoever.

2.2 Copyright Ownership. Zeta specially commissions Provider to create and deliver the work(s) described in Provider's Request for Approval, as may be modified by Zeta ("Work"). The Work shall be considered a "work made for hire" under the Copyright Act, and Zeta shall be the sole author of the Work and sole owner of the copyright therein. If for any reason the Work is deemed not to be a work made for hire under the Copyright Act, Provider hereby transfers and assigns to Zeta all right, title and interest in the Work, including copyright, and waives all moral rights (whether now existing or later acquired) in the Work and any derivative works, including any rights of attribution or integrity. Provider further hereby grants Zeta the right to use Provider's name, biography and likeness in any and all media in connection with the exploitation of the Works.

2.3 License Restrictions. The License to use the Centennial Mark(s) and/or Work approved hereunder (collectively, the "Licensed Intellectual Property") extends only to use on the Permitted Product and does not include use of the Centennial Marks or Work in any other manner, including, without limitation, (a) any modified or other variations of the Licensed Intellectual Property, except with Zeta's prior written permission; (b) assignment or sublicense of any of the rights granted herein, except with Zeta's prior written permission; or (c) attempt to register any Licensed Mark or any confusingly similar mark, as a mark, copyright or domain name.

3. Quality Control; Use.

3.1 Provider shall not use the Licensed Intellectual Property in a manner that is misleading, that disparages Zeta or its goods or services, that may be harmful to Zeta's reputation, or that may reduce the value of the Licensed Intellectual Property.

3.2 All use associated with the Licensed Intellectual Property by Provider shall be conducted in strict accordance with the standards, rules and procedures set by Zeta, which Zeta may unilaterally change from time to time.

3.3 During the term of this Agreement, Provider shall permit Zeta to inspect the quality and nature of any goods or services provided in connection with the Licensed Intellectual Property, and any advertising related thereto, to ensure that the use of the Licensed Intellectual Property conforms in all material respects to the requirements under this Agreement. If Zeta determines Provider's use of the Licensed Intellectual Property fails to conform to Zeta's requirements, Zeta may notify Provider thereof and Provider shall cease such use and/or make such modifications to such use as Zeta may request.

3.4 All use of the Licensed Intellectual Property anywhere by Provider or otherwise, shall inure solely to the benefit of Zeta and to no one else.

3.1 Use of the Licensed Intellectual Property shall at all times conform to the Marks and Usage Guidelines.

4. Compensation. In exchange for the license to use the Licensed Intellectual Property, Provider agrees to make a minimum contribution of \$5,000 or \$10,000.00 ("Centennial License Contribution"), which must be paid in the minimum amounts described below. While not required, it is encouraged for all payments to be made on a periodic basis, such as monthly or quarterly to avoid falling behind in payments. The Centennial License Contribution may be paid ahead of schedule at the Provider's option. The Centennial Commission, at its sole discretion, shall determine the financial value of any Centennial License Contribution that is not made in cash. ***No portion of the Centennial License Contribution shall be refunded under any circumstances.***

Ten Thousand Dollars (\$10,000.00) payable no later than the dates set forth below, with prepayments being acceptable (for purposes of this section “AD” means the anniversary of the Effective Date of this Agreement):

Signing Year	Payment Due on Signing	Payment by AD 2015	Payment by AD 2016	Payment by AD 2017	Payment by AD 2018	Payment by AD 2019
2015	\$0	\$2,000	\$2,000	\$2,000	\$2,000	\$2,000
2016	\$2,000	n/a	\$2,000	\$2,000	\$2,000	\$2,000
2017	\$4,000	n/a	n/a	\$2,000	\$2,000	\$2,000
2018	\$6,000	n/a	n/a	n/a	\$2,000	\$2,000
2019	\$8,000	n/a	n/a	n/a	n/a	\$2,000
2020	\$10,000	n/a	n/a	n/a	n/a	n/a

Five Thousand Dollars (\$5,000.00) payable no later than the dates set forth below, with prepayments being acceptable (for purposes of this section “AD” means the anniversary of the Effective Date of this Agreement):

Signing Year	Payment Due on Signing	Payment by AD 2015	Payment by AD 2016	Payment by AD 2017	Payment by AD 2018	Payment by AD 2019
2015	\$0	\$1,000	\$1,000	\$1,000	\$1,000	\$1,000
2016	\$1,000	n/a	\$1,000	\$1,000	\$1,000	\$1,000
2017	\$2,000	n/a	n/a	\$1,000	\$1,000	\$1,000
2018	\$3,000	n/a	n/a	n/a	\$1,000	\$1,000
2019	\$4,000	n/a	n/a	n/a	n/a	\$1,000
2020	\$5,000	n/a	n/a	n/a	n/a	n/a

5. Representations. The Provider represents, warrants, and covenants to Zeta as follows: (i) the Provider has the full right, power, and authority to enter into this Agreement and to perform the acts required of it hereunder; (ii) the execution and delivery of this Agreement by the Provider, and the performance by the Provider of its obligations hereunder, does not and shall not violate any agreement to which the Provider is a party or by which it is or shall be otherwise bound; (iii) the Provider shall conduct all activities related to the Official Centennial Licensed Project in an ethical manner and in accordance with all applicable international, national, federal, state and local laws, treaties and government orders and regulations (including, without limitation, intellectual property laws and export controls); (iv) this Agreement constitutes the legal, valid and binding obligation of the Provider, enforceable against the Provider in accordance with its terms under all applicable laws, rules, and regulations, except as may be limited by any applicable bankruptcy, insolvency, reorganization, moratorium or similar laws affecting the enforcement of creditors’ rights or specific enforcement generally; and (v) provider represents and warrants that it has the right to enter this Agreement and to grant Zeta the rights granted hereunder, and that the Work, if any, shall be original, clear of any claims or encumbrances, and shall not infringe upon the rights of any third party.

6. Covenants.

6.1 Zeta shall provide Provider with a “Centennial Project License” that shows, among other things, the name of the entity licensed to conduct the Official Centennial Licensed Project, license number, and dates of validity.

6.2 The Provider shall:

(a) Remain in good financial standing with Zeta Phi Beta Sorority, Incorporated by paying all dues, assessments, and other amounts owed to Zeta at the local, state, regional, and national levels, as applicable;

(b) Post the Centennial Project License in a conspicuous place at all times at the site where Permitted Product is being used, reproduced, sold, distributed by Provider;

(c) Request a replacement Centennial Project License whenever a certificate issued to Provider by Zeta has been lost, damaged, or altered, in which case such lost, altered or damaged certificate shall be void; provided that this Agreement has not expired, Provider may obtain a replacement Centennial Project License at an additional cost to the Company of One Hundred Dollars (\$100.00);

(d) Provide the Centennial Commission with a quarterly accounting as to gross sales generated and expenses from the sale of Permitted Product. The accounting shall be in writing certified by the Company to be correct as to all sales and expenses pertaining to the Permitted Product; and

(e) Have a copy of this Agreement available for review upon request at all times that Permitted Product is displayed.

7. Entire Agreement and Amendment. This Agreement (inclusive of the Marks and Usage Guidelines and all exhibits, schedules, and addenda, which are expressly incorporated herein by reference) constitutes the entire agreement of the Parties and supersedes in all respects any and all prior or written agreements or understandings pertaining to the subject matter hereof. This Agreement, and each of its terms and conditions, may be amended, modified, or waived only in a writing signed by each of the Parties hereto. Any such modifications, waivers, or amendments shall not require additional consideration to be effective.

8. Retained Rights. Zeta hereby reserves all rights not herein specifically granted to Provider, including but not limited to all rights with respect to the Centennial Marks and the Work. Zeta understands from time to time the Provider may enter into vendor agreements in connection with local, state, or regional Zeta or other conferences ("Conferences"). Provider hereby acknowledges and agrees that Zeta reserves the right to limit and/or prohibit the sale of certain products by vendors, including, without limitation, the Provider, at any Conferences, and that the Provider shall not knowingly sell or cause to be sold any products prohibited by Zeta.

9. Independent Contractors. The Parties are acting herein as independent contractors and to the extent applicable, independent employers. Nothing herein contained shall create or be construed as creating a partnership, joint venture or agency relationship between the Parties and no Party shall have the authority to bind the other in any respect.

10. Assignment. This Agreement may not be assigned or sublicensed by Provider without Zeta's prior written consent. Zeta may freely assign the Licensed Intellectual Property and/or its rights under this Agreement without consent from Provider. Subject to the foregoing, this Agreement shall be fully binding upon, inure to the benefit of and be enforceable by the parties and their respective successors and permitted assigns.

11. Governing Law. This Agreement shall be governed by and construed in accordance with the laws of the District of Columbia.

12. Interpretation and Reliance. No presumption shall apply in favor of either Party in the interpretation of this Agreement or in the resolution of any ambiguity of any provisions thereof..

13. Survival. The terms and conditions of this Agreement which by their nature or by their express terms are reasonably intended to extend beyond the expiration or termination of this Agreement shall so survive.

14. Severability. If any provision of the Agreement is declared by any court of competent jurisdiction to be illegal, void or unenforceable, all other provisions of the Agreement shall not be affected and shall remain in full force and effect.

15. Counterparts. This Agreement may be executed in any number of counterparts, each of which shall be deemed to be an original and all of which together shall be deemed to be one and the same instrument.

16. Notices. Notices by either Party to the other shall be given by personal service, by registered or certified mail, return receipt requested, or by private overnight mail courier services to the respective addresses set forth in the first paragraph of this Agreement or when transmitted to the recipient by electronic means, and such transmission is electronically confirmed as having been successfully transmitted, delivered or addressed to it at the e-mail address provided beneath such Party's signature. Each Party agrees to provide changes to its mailing address, telephone number or e-mail address in writing by giving written notice of such change to the other Party.

17. Headings. Headings in this Agreement are included herein for convenience and reference only and shall not constitute a part of this Agreement for any purpose.

18. Waiver. Neither Party shall be deemed to have waived or impaired any right, power or option reserved by this Agreement (including, without limitation, the right to demand exact compliance with every term, condition and covenant herein or to declare any breach thereof to be a default and to terminate this Agreement prior to expiration of its term) by virtue of any custom or practice of the Parties at variance with the terms hereof; any failure, refusal or neglect of either Party to exercise any rights under this Agreement or to insist upon exact compliance by the other with its obligations hereunder, any waiver, forbearance, delay, failure or omission by either Party to exercise any right, power or option, whether of the same, similar or different nature, or Zeta's acceptance of any payments due from Provider after any breach of this Agreement.

19. Indemnification. Provider agrees to indemnify and hold harmless Zeta and its affiliates, subsidiaries, divisions and chapters, and their respective officers, directors, employees, agents, and members from and against any and all claims, demands, judgments, costs (including settlement costs), and expenses associated therewith (including the payment of reasonable attorney fees and disbursements), arising out of: (i) Provider's use of the Centennial Marks; (ii) Provider's manufacture, promotion, marketing, advertising sale or offer for sale of Merchandise and/or production, marketing, and distribution of Program Materials; and (iii) Provider's performance or failure to perform its obligations under the Agreement. Zeta shall provide written notice to Provider of any claim, whether actual or threatened, after receipt of notice thereof. This paragraph shall survive the termination of the Agreement.

20. LIMITATION OF LIABILITY. NOTWITHSTANDING ANYTHING TO THE CONTRARY, IN NO EVENT SHALL SORORITY BE LIABLE TO THE COMPANY FOR ANY OF SPECIAL, INDIRECT, INCIDENTAL, OR CONSEQUENTIAL DAMAGES OF ANY KIND, INCLUDING BUT NOT LIMITED TO LOSS OF PROFITS, SAVINGS OR REVENUES OF ANY KIND, REGARDLESS OF THE FORM OF ACTION, ARISING OUT OF OR IN CONNECTION WITH THIS AGREEMENT, THE FURNISHING OF, PERFORMANCE OR USE OF ANY MERCHANDISE, OR ANY PORTION OF THE MERCHANDISE, AND ANY OTHER MATERIAL AND/OR SERVICES PROVIDED FOR, OR PERFORMED IN CONNECTION WITH, THIS AGREEMENT OR COMPANY'S FAILURE TO PERFORM ITS OBLIGATIONS TO THIRD PARTIES, EVEN IF SORORITY HAS BEEN ADVISED OF THE POSSIBILITY OF SUCH DAMAGES. NOTWITHSTANDING ANYTHING TO THE CONTRARY CONTAINED IN THIS AGREEMENT, AND WITHOUT LIMITING ANY OTHER RIGHTS, REMEDIES, LIMITATIONS, OR RESTRICTIONS IN THIS AGREEMENT OR UNDER LAW, SORORITY SHALL NOT BE LIABLE WITH RESPECT TO ANY SUBJECT MATTER OF THE AGREEMENT UNDER ANY CONTRACT,

NEGLIGENCE, STRICT LIABILITY, OR OTHER THEORY, AT LAW OR IN EQUITY, FOR ANY AMOUNTS AGGREGATING IN EXCESS OF AMOUNTS PAID TO IT AS EARNED ROYALTIES UNDER THIS AGREEMENT IN THE TWELVE (12) MONTH PERIOD BEFORE THE CAUSE OF ACTION AROSE.

21. Termination. In the event of a material breach of this Agreement by Provider, Sorority may terminate this Agreement if such breach is not cured within five (5) days from receipt of written notice of such breach. Such termination shall be in addition to any and all other actions or remedies the Parties may seek at law or equity. At the end of the term or the termination of this Agreement (whichever comes first), the Provider shall immediately cease all aspects of the project approved under this Agreement including using the Licensed Intellectual Property or Centennial Marks in any way.

IN WITNESS WHEREOF, the Parties hereby agree to the terms and conditions set forth in this Agreement and have caused this Agreement to be duly executed by their authorized representatives set forth below. If the Provider is not an individual member of Zeta, the undersigned representative of the Provider represents and warrants that she has the full right, power, and authority to enter into this Agreement on behalf of the Provider.

PROVIDER:

CLICK HERE TO ENTER TEXT.

Signed: _____
Name: Click here to enter text.
Title: Click here to enter text.
Date: Click here to enter text.

e-mail: Click here to enter text.
tel: Click here to enter text.
CVN: Click here to enter text.

SORORITY:

**ZETA PHI BETA SORORITY,
INCORPORATED**

Signed: _____
Name: Valerie Hollingsworth Baker
Title: International President
Date: Click here to enter text.

Signed: _____
Name: Michelle Porter Norman
Title: National Executive Board Chair
Date: Click here to enter text.

 **CENTENNIAL COMMISSION CONTACT**

e-mail: agreement@zphib2020.com

EXHIBIT A

APPROVED PROJECT DESCRIPTION

This exhibit is to be updated from time to time to include Official Licensed Centennial Projects approved by the Centennial Commission to be conducted by [Click here to enter name of Provider.](#)

[Click here to enter a description of the project. Please add additional sheets if necessary..](#)