**TRADEMARK LICENSE AGREEMENT**

This TRADEMARK LICENSE AGREEMENT (“**Agreement**”) is dated and effective as of XXX (“**Effective Date**”) by and between Public Broadcasting Service, a District of Columbia nonprofit corporation with its principal place of business at 2100 Crystal Drive, Arlington, Virginia 22202 (“**PBS**”) and XXX, with its principal place of business at XXX (“**Station**”).

For good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, the parties hereto agree as follows:

1. **DEFINITIONS**. Wherever used in this Agreement, unless otherwise indicated, the terms capitalized in this Agreement will have the meaning ascribed to them in this Section 1.
   1. **“Licensed Marks”** means the PBS trademarks set forth on Exhibit A attached hereto and incorporated by reference.
   2. “**Permitted Uses**” means the use of the Licensed Marks in connection with the following promotional uses by the Station: **[TO BE APPROVED BY PBS – STATION MUST SUBMIT THE PROPOSED USE AND OBTAIN PBS APPROVAL BEFORE PBS WILL SIGN THIS LICENSE AGREEMENT]**.
   3. **“Term”** means three (3) years from the Effective Date of this Agreement.
   4. “**Territory**” means the United States of America and its territories.
2. **LICENSE.**
   1. In accordance with the terms and conditions set forth in this Agreement, PBS hereby grants to Station a non-exclusive, non-transferable, non-sublicenseable (except pursuant to Subsection 2.5 below), royalty-free license to the Licensed Marks solely for the Permitted Uses during the Term in the Territory.
   2. Station agrees to use the Licensed Marks exactly as set forth on Exhibit A without any change or alteration. No modification of the Licensed Marks, including but not limited to, color, shape and any textual elements, is permitted without the prior written approval of PBS. Station agrees to comply with all brand and trademark guidelines as may be provided by PBS to Station and updated from time to time by written notice from PBS to Station. Station agrees not to use the Licensed Marks in combination with any other trade name, trademark, or service mark without the prior written approval of PBS in each instance.
   3. Station agrees that its use of the Licensed Marks will not be derogatory to or critical of PBS, its subsidiaries, Member Stations or affiliated entities, or of any officer, director, agent, employee, affiliate, parent, or subsidiary of PBS or its affiliated entities, nor will such use disparage or tarnish PBS’s reputation and/or goodwill.
   4. Station agrees that all goods incorporating the Licensed Marks will be manufactured by a third party authorized by PBS.
   5. Station agrees that it will provide PBS with at least two copies of the goods or materials on which it uses the Licensed Marks.
3. **ACKNOWLEDGMENT OF RIGHTS AND GOODWILL; COOPERATION WITH PBS**.
   1. Station recognizes the existence of the great value of goodwill associated with PBS’s family of marks, including the Licensed Marks, and the goods and services incorporating such marks and acknowledges that all rights therein and goodwill pertaining thereto in the Territory belong exclusively to PBS.
   2. Station acknowledges and agrees that PBS is the sole and exclusive owner of the Licensed Marks in the Territory and agrees that it will not during the Term or thereafter: (a) attack the title or any rights of PBS in and to the Licensed Marks or do anything either by an act of omission or commission which might impair, jeopardize, violate, or infringe either of them; (b) make a claim adverse to PBS or anyone claiming through PBS any right, title, or interest in and to the Licensed Marks worldwide; (c) misuse or harm or bring into dispute the Licensed Marks; or (d) register or apply for registration, in the United States or any state or territory thereof or worldwide, for the Licensed Marks.
   3. Station agrees to cooperate in good faith with PBS for the purpose of securing and preserving PBS’s rights in and to the Licensed Marks. PBS shall reimburse Station for its reasonable costs and expenses incurred pursuant to this Section 3.3 provided such costs and expenses are approved in advance by PBS. If the Licensed Marks shall not be properly registered in the United States or any state thereof or nation, or other registration authority worldwide, Station acknowledges that PBS has the sole right to register the Licensed Marks in PBS’s own name and that Station’s use thereof under this Agreement shall inure to the benefit of PBS for such purpose, as well as for all other purposes. This Section 3.3 shall survive the expiration or termination of the Agreement.
   4. PBS shall have sole ownership and title to all rights and legal interest in and to the Licensed Marks, and any parts thereof. If approved by PBS, any work or design modifications Station creates or produces in connection with the Licensed Marks are “works made for hire” of PBS under United States copyright laws or any similar laws of the applicable jurisdiction, to the extent permitted by law. Where any such elements of the Licensed Marks do not qualify as “works made for hire,” Station hereby irrevocably transfers and assigns to PBS any and all of its right, title, and interest in and to, including but not limited to all copyright, patent rights, trade secrets, and trademarks, to the Licensed Marks. Station agrees to execute any documentation that may be required by PBS in order for PBS to demonstrate and/or maintain its ownership in the Licensed Marks as described in this Section 3.4.
4. **REPRESENTATIONS AND WARRANTIES**.
   1. Station represents, warrants and covenants that it:
      1. has the right, power, and authority to enter into this Agreement and perform its respective obligations hereunder;
      2. has not entered into, nor will it enter into, any contract or other agreement which would prohibit or interfere with the full performance of its respective obligations hereunder or with the full enjoyment by the other party of the rights granted herein;
      3. will only use the Permitted Manufacturers as set forth in Section 2.4 above; and
      4. will only use the Licensed Marks for the Permitted Uses stated herein.
   2. PBS represents, warrants, and covenants that it:
      1. has the right, power, and authority to enter into this Agreement and perform its respective obligations hereunder; and
      2. has not entered into, nor will it enter into, any contract or other agreement which would prohibit or interfere with the full performance of its respective obligations hereunder or with the full enjoyment by the other party of the rights granted herein.
5. **INDEMNIFICATION**. **To the extent permitted by applicable law,** Station shall indemnify PBS, its officers, agents, member stations and employees, and hold them harmless against any claims, demands, causes of action, judgments, damages or expenses, including reasonable attorneys’ fees, incurred, claimed or sustained by third parties, arising out of or based upon any claim with respect to any products or services sold or provided by Station in connection with this Agreement.  The indemnification provided in this paragraph shall be in addition to any other remedy available to PBS and shall survive the termination of this Agreement.
6. **TERMINATION**. If Station fails to perform any of its obligations under this Agreement which is capable of being cured and such failure continues for a period of thirty (30) days after Station receives notice of the default from PBS, then PBS may, at any time prior to Station curing the default, terminate the consent under this Agreement by giving Station notice of termination. If Station fails to perform any of its obligations under this Agreement which are not capable of being cured, then PBS may terminate this Agreement by providing Station with fifteen (15) days notice thereof. PBS’s rights under this Section are in addition to, and are not a limitation on or in substitution for, any other rights which PBS has by reason of any default, including, without limitation, any claim for damages. Upon termination of the Agreement, the license to Station to use the Licensed Marks granted by PBS hereunder shall immediately terminate, and Station shall discontinue all use of the Licensed Marks. This Section 6 shall survive the termination of the Agreement.
7. **NOTICES**. All notices and other communications required or permitted to be given by this Agreement shall be in writing and shall be deemed received if and when either hand delivered and a signed receipt is given thereof; mailed by registered or certified U.S. mail, return receipt requested, postage prepaid, addressed as follows:

If to PBS:

PBS

ATTN: Andrea Koslow

2100 Crystal Drive

Arlington, Virginia 22202

With a copy of all legal notices or demands to:

Office of the General Counsel

PBS

2100 Crystal Drive

Arlington, Virginia 22202

If to Station:

XXX

or at such other address as either party hereto shall notify the other of in writing.

1. **SURVIVAL**. The obligations of the parties under this Agreement that, by their nature, would continue beyond the termination, cancellation or expiration of this Agreement shall survive termination, cancellation or expiration of this Agreement.
2. **GOVERNING LAW**. The laws of the Commonwealth of Virginia govern all matters arising out of or relating to this Agreement without giving effect to conflicts of laws rules thereof. The Circuit Court of Pensacola, Florida and/or the United States District Court for the Northern District of Florida shall have exclusive jurisdiction and venue over all controversies in connection herewith, and each party hereby consents to such exclusive and personal jurisdiction and venue.
3. **WAIVER; ASSIGNMENT; HEADINGS/RECITALS**. Any waiver or alleged waiver of any breach or term of this Agreement shall not constitute a waiver of any other breach or term hereof. Station may not assign any of the rights, interests, or obligations hereunder without the prior written consent of PBS. The headings in this Agreement are solely for convenience of reference and shall be given no effect in the construction or interpretation of this Agreement. The parties agree that the Recitals as set forth herein are incorporated herein by reference and made a part of this Agreement.
4. **SEVERABILITY**. If any term or provision of this Agreement is found by a court of competent jurisdiction to be invalid, illegal or otherwise unenforceable, the same shall not affect the other terms or provisions hereof or the whole of this Agreement, but such terms or provisions shall be deemed modified to the extent necessary in the court’s opinion to render such term or provision enforceable, and the rights and obligations of the parties shall be construed and enforced accordingly, preserving to the fullest permissible extent the intent and agreements of the parties herein set forth.
5. **COUNTERPARTS; ENTIRE AGREEMENT**. This Agreement may be executed in one or more counterparts and exchanged via email, each of which shall be deemed an original, but all of which together shall constitute one instrument. This Agreement constitutes the entire understanding between the parties with respect to the subject matter hereof, supersedes all previous written or verbal agreements between the parties, including, but not limited to, all representations, warranties, statements, correspondence, purchase orders, and understandings previously made by Station or PBS with respect to the subject matter hereof, and may not be modified except by a written agreement signed by both parties.

IN WITNESS WHEREOF, the parties have executed this Agreement as of the Effective Date.

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| **STATION**  By:  Print Name: \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_  Title: | **PUBLIC BROADCASTING SERVICE**  By:  Print Name:  Title: |

**Exhibit A**

**LICENSED MARKS**

|  |  |
| --- | --- |
| **PBS Nerd Word Mark** |  |
| **PBS Nerd Symbol** | **Nerd Logo** |