



## **License Agreement for Use of the NPA Member Design Service Mark**

This License Agreement (“Agreement”) is dated \_\_\_\_\_ (“Effective Date”) and is between the National PACE Association (“NPA”) and \_\_\_\_\_ (“Licensee”).

WHEREAS, NPA owns the following Service Mark (hereinafter “Licensed Mark”):



WHEREAS, NPA and Licensee desire to enter into a license agreement for the use of the Licensed Mark in connection with Licensee’s business operations.

THEREFORE, in consideration of the promises and covenants contained in this Agreement, the Parties agree as follows:

### **Terms and Conditions**

1. **License.** Subject to the terms and conditions of this Agreement, NPA grants to Licensee a non-exclusive, non-transferable, worldwide license to use the Licensed Mark during the Term solely for use by Licensee in connection with its business operations.
2. **Quality Control.**
  - A. The Licensed Mark may only be used in connection with goods or services that meet and comply with NPA’s objectives stated in the following “Program Description:”

## Program Description

NPA's objective is to further the interests of its members and the general public by permitting organizations that support, explore, develop, or operate a PACE® program defined under sections 1894 and 1934 of the Social Security Act that provide a capitated managed care benefit for the elderly (and others, as permitted), which features a comprehensive medical and social service delivery system using an interdisciplinary team approach in an adult day health center that is supplemented by in-home and referral services in accordance with participants' needs, as such program design is permitted to be modified ("PACE Program"), to use the Licensed Mark.

NPA intends to stimulate and support the development of PACE Programs by its members which support, explore, develop or operate a PACE Program and who may be identified by the use of the Licensed Mark.

In furthering the PACE Program, NPA aims to increase the provision of quality, comprehensive health care services and supports to the elderly. Consistent with this specific purpose, NPA aims to support, maintain, safeguard and promote through education the PACE model of care. Under the PACE Program, elderly persons who are at risk of being institutionalized receive comprehensive long-term care under federally funded programs.

B. If, as determined by NPA in its sole judgment, Licensee's use of the Licensed Mark fails to meet and comply with NPA's objectives stated in the Program Description, NPA shall provide written notification to Licensee of such failure and the specific grounds thereof. If Licensee does not remedy its use of the Licensed Mark to NPA's reasonable satisfaction within thirty (30) days of its receipt of said notice, NPA shall have the right to suspend or cancel Licensee's right to use the Licensed Mark until such failure(s) have been remedied to NPA's reasonable satisfaction.

3. **Use of Mark.** Any materials upon which the Licensed Mark is used shall include the following notice:

"The National PACE Association is the owner of the NPA Member Design mark. The mark is used herein through a license agreement with the National PACE Association."

The manner in which the Licensed Mark is displayed must comply with the specifications set forth in the National PACE Association Logo and Graphics Standards guide, as amended from time to time, which is available at [www.npaonline.org](http://www.npaonline.org).

#### 4. **Ownership.**

- A. Other than Licensee's right to use the Licensed Mark under the Terms and Conditions of this Agreement, this Agreement does not give Licensee any right, title, or interest in the Licensed Mark. The Licensed Mark is the sole property of NPA and any use of the Licensed Mark by Licensee shall inure solely to the benefit of NPA.
- B. Except as otherwise permitted by this Agreement, Licensee acknowledges and agrees that it has not, and will not, use or register as a trademark, service mark, or trade name, either in the U.S. or in any foreign country, the Licensed Mark or any confusingly similar mark. Licensee agrees not to challenge or otherwise interfere with the validity of the Licensed Mark or NPA's ownership of the Licensed Mark.

#### 5. **Other marks.**

Licensee does not own any trademarks or services marks bearing relation to the Licensed Mark.

- 6. **Term.** This Agreement shall commence on the Effective Date above and shall remain in effect until terminated under Section 7 of this Agreement.
- 7. **Termination.** Either Party may terminate this Agreement through the provision of thirty (30) days advance written notice to the other Party. This Agreement shall terminate automatically if Licensee ceases to be a member in good standing of NPA. Upon termination, Licensee shall immediately discontinue all use of the Licensed Mark and shall provide to NPA or destroy any of Licensee's materials that use the Licensed Mark.
- 8. **Indemnification.** Licensee shall indemnify, defend, and hold NPA harmless from any damages that NPA suffers as a result of Licensee's negligent or unlawful acts or omissions relating to the performance of this Agreement.
- 9. **Miscellaneous.** Licensee agrees that any dispute arising out of or related to this Licensing Agreement, regardless of form, shall be brought in the courts of the Commonwealth of Virginia and shall be governed and interpreted by the laws of the Commonwealth of Virginia, including conflict of laws. This Agreement contains the entire understanding of the Parties and supersedes any prior understandings and agreements, oral or written, between the Parties regarding the subject matter of this Agreement. This Agreement cannot be modified or amended, except as mutually agreed by the Parties in writing. This Agreement does not create any partnership, employer-employee joint venture, or agency relationship between the Parties. Sections 4, 7, 8 and 9 shall survive and remain in effect after any termination of this Agreement.


10. **Correspondence.** Correspondence regarding this Agreement shall be directed as follows:

National PACE Association (“NPA”) \_\_\_\_\_ (“Licensee”)

Betsy Gant \_\_\_\_\_  
675 N. Washington St., Suite 300 \_\_\_\_\_  
Alexandria, VA 22314 \_\_\_\_\_  
703-535-1516; fax 703-535-1566 \_\_\_\_\_  
betsyg@npaonline.org \_\_\_\_\_

WHEREFORE, the Parties have executed this Agreement by their signatures below.

National PACE Association \_\_\_\_\_ (“Licensee”)

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

Name: Shawn M. Bloom \_\_\_\_\_  
Name: \_\_\_\_\_

Title: President & CEO \_\_\_\_\_  
Title: \_\_\_\_\_

Date: March 1, 2019 \_\_\_\_\_  
Date: \_\_\_\_\_