

## BSA / Local Council / Supplier Product Sourcing Agreement

The Boy Scouts of America, a United States corporation, having an address at 1325 West Walnut Lane, P.O. Box 152079, Irving, Texas 75015-2079, ("BSA") has the sole and exclusive right to use its names, symbols and emblems pursuant to statute and has registered or has pending registrations before the United States Patent and Trademark Office ("USPTO"), or owns and uses without registration, trademarks and service marks, logos, and designs ("BSA Marks"). BSA has the exclusive right to select and approve entities that will provide products and services involving the use of the BSA Marks.

In order to streamline the process of allowing a local Council ("Council" whose name and address appears below) to permit a local Supplier ("Supplier" whose name and address also appears below) to manufacture and sell limited runs of products using the BSA Marks to the Council, or to chartered units, any and all of which must be located within the service area (geographical boundaries) of the Council, BSA has agreed to license BSA Marks to such Suppliers on the following terms and conditions. No license will be valid unless a copy of this agreement is executed by the Supplier and Council and submitted to BSA for approval, which approval shall automatically be deemed granted if BSA fails to object within 10 days of receipt.

### Terms

- For the consideration of being permitted to use BSA Marks on certain products, BSA hereby grants to Supplier a non-exclusive, revocable, royalty free limited trademark license to manufacture and sell limited runs of the products identified below (the "Products") only for sale to the Council, or to chartered units, located within the service area (geographical boundaries) of the Council. The Products sold to chartered units may not be sold for resale. In the event that Supplier sells Products to another Council or to individuals or units in another Council, this Agreement shall become automatically null and void. The Products and the particular BSA trademark to be used on the Products are described below along with the estimated quantity and price:

Product description: \_\_\_\_\_ Quantity: \_\_\_\_\_ Price: \_\_\_\_\_  
----- To be completed by Supplier -----

- In the event that Supplier sells more than \$25,000 per year gross of all Products bearing BSA Marks, then this license shall become automatically null and void and Supplier shall apply for a formal license directly from BSA Supply Group and pay royalties under the formal license or cease all manufacture and sale of such Product(s)
- This Agreement shall be for an Initial Term that lasts from the Effective Date of the Agreement until the end of the calendar year. The Agreement shall automatically renew on an annual basis starting January 1 and ending December 31 unless any Party hereto sends the other Party written notice to terminate the Agreement during the December preceding the next one-year annual term. This Agreement is also terminable at will, for any reason, by BSA or Council, without cause, upon thirty (30) days written notice to Supplier and shall be immediately terminable by BSA for cause upon written notice.
- Supplier agrees that the Product(s) that it sells bearing BSA Marks shall be of at least the quality of the products that BSA itself sells or better. BSA has the right to make determination of the quality of the Product(s) in its sole discretion and Supplier agrees upon BSA's reasonable request to supply samples of the Product(s) to BSA at no cost to BSA for its inspection and approval. If Supplier is using a BSA Mark that is registered with the USPTO then the BSA Mark as rendered on the Product(s) shall carry the registration symbol ®. If the BSA Mark is not registered with the USPTO then the BSA Mark as rendered on the Product(s) shall bear the "TM" symbol. A list of BSA registered marks is available at bsalicensing.org. Supplier understands and agrees that this list does not form a complete list of all BSA Marks. Supplier acknowledges the validity and enforceability of all BSA Marks and agrees not to contest such validity and enforceability.
- Supplier specifically understands and agrees that no rights are granted herein with respect to the BSA Marks other than those specifically set forth herein, it being understood that all rights in and to said marks are reserved exclusively to BSA for use and/or licensing as it deems appropriate to third party(s) of its choice.
- Supplier is not authorized to do any advertising, promotion or online sales of Product(s) without specific prior written approval of BSA.
- Supplier shall provide a report to the BSA at bsalicensing.org on or before January 31 following each year the Agreement is in effect identifying: a. Each Product made, sold or otherwise distributed by Supplier bearing any BSA Mark; b. The sales price of each such Product; c. The gross sales price of each such Product; and d. The gross amount of sales of all Products made, sold or otherwise distributed during that year in US dollars.
- Supplier agrees to defend and hold Council and BSA harmless from any and all liability, including reasonable attorneys' fees and expenses, that could result from manufacture, sale, distribution or use of the Products by any Party including, but not limited to, Boy Scouts, Boy Scout family members, Councils, Council members, chartered units, leaders and employees.
- Supplier agrees that it will not harm, misuse or bring into disrepute the BSA Marks, but on the contrary, will maintain the value and reputation thereof to the best of its ability.
- Miscellaneous. (a.) Should any part or provision of this Agreement be held unenforceable or in conflict with the law of any jurisdiction, the validity of the remaining parts or provisions shall not be affected by such holdings. (b.) A waiver of any breach of any provision of this Agreement shall not be construed as a continuing waiver of other breaches of the same or other provisions of this Agreement. (c.) Nothing contained herein shall be deemed to create an agency, joint venture, or partnership relationship between the Parties hereto. (d.) This document represents the entire Agreement between the Parties and supersedes all previous agreements with respect to the subject matter contained herein whether written or oral. No modifications or claimed waivers with respect to the subject matter of this Agreement shall be valid unless they are reduced to writing and signed and expressly agreed to by the authorized representatives of the party against whom such modification or waiver is sought to be enforced. (e.) Neither this Agreement nor any interest herein may be assigned, in whole or in part, by Supplier without the prior written consent of both the BSA and Council. (f.) Supplier represents that the address listed at the end of this Agreement is where any notice to Supplier under this Agreement may be sent, and that Supplier will promptly notify the BSA and Council of any address change for service of notice. (g.) The validity and interpretation of this Agreement shall be governed by the laws of the State of Texas. The Federal or State Courts located in the State of Texas shall have jurisdiction to hear any dispute under this Agreement.

Supplier Name:		
By (signature):		
Print Name:		
Title and Date:		[MM/DD/YY]
Address:		
City, State, Zip:		
Email address:		
Phone:		

Local Council Name:		
By (signature):		
Print Name:		
Title and Date:	<b>Scout Executive</b>	[MM/DD/YY]
Address:		
City, State Zip:		

**Signature of Scout Executive required for agreement to be valid. Once executed, please fax to Boy Scouts of America, 704-588-7587**