

MEMORANDUM OF AGREEMENT (MOA)

THIS MEMORANDUM OF AGREEMENT is entered into between **United Way Blackhawk Region** (herein "UWBR") and (herein the "Promoter").

WITNESSETH:

WHEREAS, **UWBR** is a non-profit organization with an objective of assisting the early educational development of children; and

WHEREAS, to serve such purpose, **UWBR** is funding a service known as "Dolly Parton's Imagination Library" which consists of the free gift to all persons who are registered of books delivered at the rate of one per month for the succeeding sixty months after birth; and

WHEREAS, the Promoter is also interested in the early educational development of children and/or promoting **UWBR's** "Dolly Parton's Imagination Library" in a specified area; and

WHEREAS, the parties desire to enter into this Agreement related to the aforesaid purposes; and have determined that it is in their respective best interests to enter into this Agreement.

NOW, THEREFORE, for and in consideration of the covenants and promises set forth herein, the sufficiency of which is hereby acknowledged, the parties agree as follows:

1. **UWBR** and the Promoter agree to work together to promote Dolly Parton's Imagination Library in specified locations in the Blackhawk Region (herein the "Community").
2. This Agreement shall commence on _____, and expire one year thereafter. The Agreement will be automatically renewed each year unless written notification is provided by either party to the other within sixty days of the annual anniversary of the execution of the Agreement.
3. The Promoter agrees to use the name "United Way Blackhawk Region's Dolly Parton's Imagination Library" in any and all written references to the program and official marketing collateral as provided (which will include both United Way and Imagination Library logos). The Promoter shall submit draft versions of any new collateral material which contain the logos to **UWBR** for review and approval.
4. The name, likeness, and image of Dolly Parton are valuable and irreplaceable, for which Ms. Parton cannot be adequately compensated if damaged. Therefore, the Promoter shall not have any right to use, except as specifically set out in paragraph No. 3 above, Dolly Parton's name, likeness or image, implied or otherwise, in conjunction with domain names, posters, signs, advertisements, products, packaging, or any other representation, whether in regard to the subject matter hereof or otherwise, and whether during or after the term of this Agreement. Except as is mandated by in paragraph No. 3 above, it is specifically understood that this Agreement prohibits the use of the name and any image of Dolly Parton or her personal logos in photograph, written advertisements, and any other manner. These terms shall survive the termination of this Agreement.

5. This Agreement does not require **UWBR** to provide any funding to the Promoter, nor does this Agreement guarantee availability of the program.
6. The Promoter shall not directly or indirectly, for or through itself or any other person or business entity, in any capacity, undertake to replicate the Dolly Parton Imagination Library program. This specifically prohibits the use of the name, publisher, and mail service used by Dolly Parton's Imagination Library. This competition restriction shall apply to the Community and to any and all other areas or localities, and shall remain in full force and effect for a period of five years from the date of expiration of this Agreement. The Promoter hereby acknowledges and confirms that the breach of this competition restriction would cause immediate and irreparable injury, loss, and damage to UWBR and that an adequate remedy at law for such injury, loss, or damage may not exist. Therefore, the Promoter agrees that, in the event of any such breach, UWBR shall be entitled to institute and prosecute proceedings in a court of competent jurisdiction to obtain temporary and permanent injunctive relief to enforce this stipulation, in addition to any other remedies that may be available to it.
7. All attachments to this Agreement are deemed to be a part of this Agreement and are incorporated herein by reference.
8. This Agreement may be cancelled by either party upon sixty (60) days' written notice to the other party prior to the effective date of such cancellation.
9. The parties agree to indemnify, defend, and hold the other party, its officers, director, trustees, agents, employees, and members harmless from and against any and all liability or expense (including reasonable attorneys' fees) in connection with any claim by a third party arising directly or indirectly from any act, activity or omission of the other party relating to this Agreement. If a party receives notice of such claim, it shall promptly so notify the other party of the claim and the basis of the claim of indemnification and permit the other party to conduct the defense (including any settlement discussions) with counsel of the indemnitor's own choice. The indemnitee shall cooperate in such defense, provided all costs incurred by the indemnitee in providing such cooperation shall be paid or reimbursed by the indemnitor. The obligation of this stipulation shall survive the termination of this agreement.
10. This Agreement may be executed in any number of counterparts, all of which, when taken together, shall constitute one original.
11. Neither party may assign this Agreement without the written consent of the other. Upon the assumption of this Agreement by such assignee, the assignor will be released from all liability under this agreement.
12. In the event that notices are required for any reason under the terms of this Agreement, notice shall be either mailed by United States Postal Service, return receipt requested, forwarded by overnight nationally recognized courier service, sent by email or facsimile to the respective parties, at the addresses below (or at such other address as such parties shall advise the other parties in writing from time to time), postage prepaid, and shall be deemed received when delivered to a national overnight delivery service for delivery the following day, upon hand delivery or refusal to accept delivery and in the case of facsimile or email transmission, upon the sending of the facsimile or email properly addressed:

Notice to UWBR shall be addressed to:

Mary Fanning-Penny, President & CEO
UWBR's Dolly Parton's Imagination Library
205 N. Main St., Ste. 101, Janesville, WI 53545
Mfanning-penny@lubr.org 608.314.8422
www.liveunitedbr.org/freebooks

Notice to the Promoter shall be addressed to:

IN WITNESS WHEREOF, the parties hereto have executed this Agreement on the day,
month, and year first below written.

UNITED WAY BLACKHAWK REGION (UWBR)

By: 

Its:
President & CEO

Date: _____

PROMOTER

By:

Its:

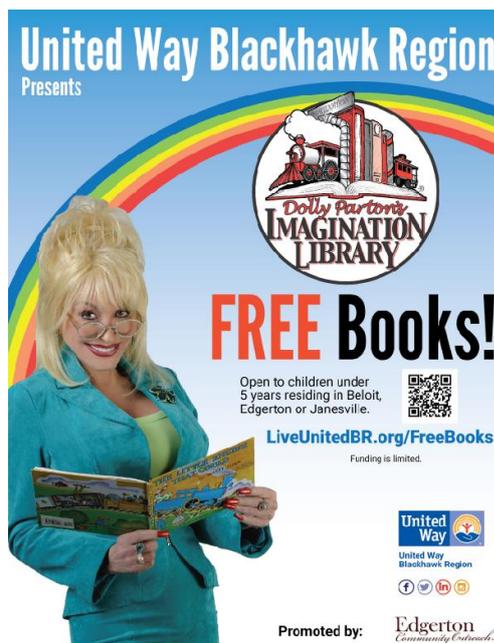
Date: _____

MEMORANDUM OF AGREEMENT
Attachment #1

AS PART OF THE MEMORANDUM OF AGREEMENT (MOA) as entered into between **United Way Blackhawk Region** (herein "UWBR") and (herein the "Promoter"), the following further details UWBR's expectations of the Promoter.

- Any / all media inquiries regarding UWBR's rollout, investment, etc. in Dolly Parton's Imagination Library must be directed to UWBR for response.
- Community queries with regard to UWBR's enrollment, marketing, waiting lists, funding, future investments, etc. of Dolly Parton's Imagination Library should be directed to UWBR or LiveUnitedBR.org/freebooks.
- Promoters should reinforce that enrollment or registration take place at LiveUnitedBR.org/freebooks. A short survey is required, but will be invaluable to UWBR in assessing program value and justification of any future funding.
- While the program is open to everyone, funding is limited thus UWBR is working with the Promoter (and others) to strategically market enrollment to our communities' underserved populations. Your assistance is appreciated.
- UWBR's supply of tabletop enrollment displays is limited, thus the preferred vehicle for information and enrollment is online at LiveUnitedBr.org/freebooks.
- In order to protect UWBR's MOA with Dolly Parton's Imagination Library, the Promoter's design or creation of unofficial or unapproved marketing collateral is strictly prohibited (see #3 & #4 of the MOA). Two marketing collateral options are available for you to choose from and print at your organization's expense:

Option 1. As a Promoter of the program, we understand your organization may be interested in touting your promotional efforts. Thus, a poster (in English or Spanish) is available for your usage and co-branding. Simply send your logo to UWBR's Marketing Manager, Katie Crist kcrist@lubr.org and a PDF of the poster with your logo inclusion will be returned to you within 72 hours for printing or dissemination. Here's a sample:



Your logo here.



Option 2. As a Promoter of the program, we understand a need may arise for you to communicate it in conjunction with other information or events. In that instance, an un-alterable image of our poster (in English or Spanish) will be provided to you for inclusion in your respective marketing collateral. Please request the image from UWBR's Marketing Manager, Katie Crist kcrist@lubr.org. UWBR requests review of final rendering.

Easily place image into your own posters.



- Long-term funding and sustainability of the program (in existing or prospective communities) will require additional fundraising and community engagement. Promoter should direct individuals interested in sponsoring to the program to LiveUnitedBR.org/freebooks where donations may be made online. However, if Promoter is interested in collaboration toward the development or solicitation of corporate sponsorships, grant applications, or other funding sources, Promoter is encouraged to notify and collaborate with UWBR.