



Chapter Agreement 2019-2020

August 1, 2019 – July 31, 2020

This agreement, for mutual consideration, is made between the Educational Theatre (“The Association”), and [REDACTED] (the “Chapter”) which agree to work together for the betterment of theatre education.

The mission of the Association is to make theatre a part of lifelong learning. An important part of achieving the Association’s mission is the work done at a “grass roots” level, where local members unite under that mission. Because of the shared desire to serve and advance the Association’s mission, the Association and its members have joined together to organize the above named affiliate chapter.

The Association’s objective is to provide Chapters with support and services that will make the Chapters’ leaders’ jobs easier, make the Chapters more successful, save time and money, and fulfill Chapter and Association financial and legal requirements. The Chapter is charged with extending the reach of festival/conferences, membership, recruitment, and advocacy to the state and local levels.

Mutual Respect, Commitment, Interdependence

The Chapter and the Association commit to jointly serving the mission based on a desire that we all succeed and a belief in core values. The success of the Chapter and ultimately the Association comes from a mutual respect and commitment, a belief that we both will work in the best interests of each other. Our work on the Chapter level and on an Association-wide level must support the values of Mutual Respect and Commitment to serving theatre education, recognizing that acting in any other way is counterproductive to the overall good the Association does on behalf of its members.

Declaration of Interdependence: each organization has a stake in the results of the other. This value of Interdependence makes our members, students and adults, feel good about the entire organization and the value that they receive. We will depend on each other to serve the cause of making theatre a lifelong learning activity, and understand that decisions are made by both of us to serve that end.

Working from these values, we pledge our efforts to maximizing the individual strengths of each other and to making our relationship work in the best way possible for the Chapter, the Association, and most importantly, our members. In doing that, our Chapter/Association family will prosper.

Legal Guidelines and Requirements

In service of our mission to honor student achievement, support educators and influence public opinion, it is critical that a foundation is established for the relationship between the Association and the Chapters. As such, there are a variety of legal, tax and related guidelines and requirements which serve to reinforce the relationship, drive consistent adherence to relevant laws and therefore ensure the long term viability and success of the entire organization.

Both the Chapter and the Association recognize that all are working to accomplish the mission of the Association as stated in the Association’s Code of Regulations.

- A. A Chapter is established to support the mission of the Association within a geographic area and will be led by a Chapter Director who is the principal administrative leader, conducting the business of the Chapter. This Chapter Director will be supported by a Chapter board whose role is to assist the Chapter director in his/her administrative responsibilities.
- B. Chapters (including international Chapters, where possible) will exist as separately incorporated entities affiliated with the Association.
- C. The Association and the Chapters will adhere to IRS regulations:
 - 1. The Association provides guidance to the Chapter to ensure compliance with IRS tax-exempt regulations. All monies of the Association and Chapters must be reported.
 - 2. No principal/agent relationship exists between the Chapter and the Association. The US Chapters (including commonwealths) will be included under the Association's IRS tax-exempt status group letter of determination and the Association will include the Chapter's information when completing the IRS's Form 990 (annual federal return for exempt organizations).
 - a. Chapters are encouraged to leverage the Association's IRS tax-exempt status, as permitted by state and federal law, when making purchases or contracting services for Chapter business.
 - 3. The Chapter will not be required to maintain their own tax-exempt status, nor will the Chapter do anything to jeopardize their existing tax exempt status or that of the Association. International Chapters are not required to file US reports but are requested to file annual financial reports.
 - 4. However, each chapter is encouraged to establish a tax-exempt status within their state or jurisdiction at their own expense.
- D. The Association will file and pay the Ohio Statement of Continued Existence for all Ohio incorporated Chapters when due.
- E. The Chapter will pay the initial legal fees to file the startup Chapter incorporation documents for the State of Ohio. U.S. Chapters are also required to file the documents necessary to be authorized to conduct business in their home state and pay any necessary fees in connection with such filings (and all renewals).
- F. The Chapter Director(s) must be a current member of the Association. Though not currently required, it is strongly recommended that each member of the Chapter Board be a current member of the Association.
- G. The Chapter Director leads his/her Chapter activities and is expected to be in touch with Chapter members. All Association members, including Chapter Directors, are equal, individual members of the Association and, thus, vote on policy, and in elections, as individual members and not on behalf of the state or Chapter.
- H. A Chapter Director may be removed by a two-thirds vote of his/her Chapter board or by a two-thirds vote of the Association's board when warranted.

Termination Clause

The Association shall have the right to terminate this Chapter Agreement with thirty (30) days written notice to the Chapter upon any breach of the provisions of this Agreement by the Chapter. The Chapter also has the right to terminate this Chapter Agreement with 30 days written notice to the Association. The termination of the Chapter Agreement will result in the Chapter no longer being affiliated with the Association.

Reasons for termination may include, but are not limited to, the following:

- Failure to comply with any material provision of the Chapter Agreement or its attachments after 30 days' notice from Association of such failure to comply;
- Misuse of funds intended to serve the members of the Chapter;
- Failure to complete and submit any documentation required by the IRS for filing the IRS Form 990 annual tax return; or
- Any Chapter associated behavior including, but not limited to, use of social media, that demonstrates willful defamation or damages the goodwill of the Association.

In the event of a Chapter termination, the Association may, at the Association's election, require that the Chapter take certain actions including, but not limited to, the following:

- That all financial funds of the Chapter be submitted to the Association after debts are paid; the funds will then be held by the Association earmarked for that chapter until the time that three or more volunteers from that chapter apply to activate the chapter again and a chapter agreement is signed. At that time, the funds will be returned to assist in the rebuilding of the chapter.
- That the Chapter be removed from eligibility to be included under the Association's group tax exemption;
- That the Chapter no longer be able to license or use the trademarks or other intellectual property of the Association including the Thespian logo;
- The resignation or removal of board members on the Chapter Board;
- Such other actions reasonable with respect to termination as the Association determines are in the best interests of the Association and the members of the Association but recognizing that the Chapter may remain an existing organization independent of the Association under a different name unrelated to the International Thespian Society and distinct from other affiliated chapters of EdTA; and
- Dissolve in accordance with the Chapter's Articles of Incorporation

Financial & Risk Management

The financial health of the Association is critical to the long-term success of both the Chapter and the overall organization. The collaboration outlined below on all key financial instruments, processes and programs between the Chapter leadership and the Association will support the future in significant ways.

The Association will:

- Maintain the Association's status as an organization exempt from federal income tax under Internal Revenue Code section 501(c) (3) and comply with IRS regulations, including the Chapter in the Association's group exemption ruling.
- Provide the direct and indirect financial support on a Chapter basis. (See *Attachment A*.)
- Develop and manage a sound risk management program, in support of the Association and Chapters.
- Negotiate services, coverages, and the use of tools, software, licenses, and applications for Chapters' use at favorable or discounted rates.

The Chapter will:

- Follow all procedures that are necessary for reporting on the IRS's Form 990. Submit a balanced annual financial report of all accounts. Financials must be submitted by September 1, 2019 for the fiscal year ending June 30, 2019.
- Comply with all requirements related to Scholarship Support and Administration and the reporting of such activity as necessary for completion of filing the IRS's Form 990.
- Ensure that an Association designee, as mutually agreed upon between Association and Chapter, is an authorized signer on all Chapter financial accounts (checking, savings, CD, etc). Association recommends the Finance Director as a default. If a Chapter has a preference, it can be any one of these senior staff: Executive Director, Chief Operating Officer, Chief Relationship Officer, Chief Content Officer, Chapter

Relations Director, Finance Director. This shall serve only to protect the Chapter's account in the unlikely event that the Chapter signatory(ies) are no longer able and/or authorized to access the account. The Association signatory can then transfer signature authority to Chapter representatives when ready and able to. The Association designee shall not authorize any financial transactions unless necessary during transition and only with the approval of the Chapter Board of Directors or the EdTA Board of Directors if the Chapter Board is insolvent.

- Participate in the mandatory insurance programs as provided by the Association and pay all invoices within the limits established by the Association.
- While not mandatory, Chapters are encouraged to elect additional insurance coverages through the Association's sponsored insurance program.
- Chapters will, with the Association's assistance, purchase any and all insurance required by contractual agreements currently in place or those contracts entered into in the future. Chapters are encouraged to utilize the Association's risk management team to address exposure to risk.
- Chapters will, with the Association's assistance, incorporate risk reduction policies and protocols such as, but not limited to, Abuse Prevention Policies and others located in the Leadership Toolbox.

Professional Development

The Association will thrive with highly engaged and well-trained professionals at its core. The partnership between the programs and events led by the Association, and the championship, participation and active engagement by the Chapters in the content development, will grow attendance and marketing of opportunities.

The Association will:

- Provide leadership training, mentoring and support for Chapters and troupes.
- Specifically, host an effective Summit to train Chapter leaders based on their needs and input.
- Provide a Leadership Toolbox that includes marketing, branding, and advocacy materials, risk management related guides and forms, and other support tools.
- Provide a quarterly dashboard to track trends and Chapter specific data.
- Provide contacts that can enable Chapters to purchase appropriate Chapter branding materials (business cards, stationery, banners, sashes).

The Chapter will:

- Enhance the members' experience through appropriate activities focused on support and growth for students and teachers.
- Send at least one representative at the chapter's expense to the Association's annual Leadership Summit; ideally the representative would be the Chapter Director, a member of the Chapter's board, or someone strongly associated with the Chapter's leadership.
- Make best effort to attend both the EdTA National Conference and the International Thespian Festival; promote the national events to the members.

Communications

Chapter leadership provides the key link between the overall Association and the broader membership across the organization. Ensuring timely cascading of key messages, driving "listening" to the Association messaging, and providing timely feedback on what "works" and what could be improved will continue to make organization wide communication valuable, while the Association will strive to ensure content is accurate, relevant, easily consumable and available in "ready to use" forms.

The Association will:

- Provide a link from the Association website to the Chapter website
- Provide access to the Chapter Director Data Center to use contact information for the Association and International Thespian Society activities. Such information is to be used, primarily, to promote membership growth at the Chapter level.
- Partner with Chapter leadership to grow membership and promote activities
- License (at no cost to the Chapter) use of the Association's registered service marks and other intellectual property owned by the Association.

The Chapter will:

- Understand and follow the *Guidelines for the Use of Member Contact Information* in order to use Association lists and other data provided, whether in print or electronic form. (See *Attachment B*)
- Agree to use of the Association, International Thespian Society, and all other marks in accordance with the *Intellectual Property Ownership and Royalty-Free License Agreement*. (See *Attachment C*)
- The Chapter will use its best efforts to help maintain and grow awareness of the work of the Association in supporting school theatre and Thespians by participating in the Association's social media activities (i.e. "like" ITS and EdTA on Facebook and "like" and share posts; follow on Twitter and re-tweet posts and engage on thespianation.tumblr.com).
- The Chapter is encouraged to provide content (stories, pictures, video) of Thespian activities that the Association may use to promote the mission and work of the Association and Chapters.
- Chapter communications should encourage members to vote in national elections, but there should be no mention or support of any candidate or geographic location because of EdTA's non-campaigning policy.

Intellectual Property

At the foundation of any organization is the brand and mission. The brand is regularly demonstrated in marks and content which must be protected in order to ensure the long term value of the Association. In addition, it is important to codify the importance of supporting innovation at all levels and establishing mechanisms by which that innovation can be celebrated and leveraged across the Association. The Association has the legal duty to protect all of its brands, ensuring quality. This section is intended to ensure communications are open between the Association and Chapters and to provide the overall framework and guidelines for securing and retaining Intellectual Property for the Association and its Chapters.

Our goals for Intellectual Property:

1. Strong protection of the IP of the Association and all the Chapters, to benefit all of the members.
2. Encouraging the sharing of IP with all the Chapters to make the association and the Chapters stronger.
3. Using all our resources and benefits, including IP, to build a stronger national organization and brand that gives us stature and influence.
4. Having clarity and avoiding legal problems. The IP section is intended to build the future, not rectify the past.

The Association will:

- Apply to register trademarks and copyrights, and submit applications for patents, in such cases as may be found to be advisable by the Association in consultation with legal counsel.
- Manage and maintain such registrations of intellectual property, to the extent adequate financial resources are available to the Association.
- In instances where the Association does not have adequate financial resources available to pursue registrations desired by Chapters, work with the Chapter to apply for joint ownership, for example, "© 2016 Educational Theatre Association and Minnesota Thespians. All rights reserved."

- License to each Chapter use of the Association's registered trademarks and other intellectual property owned by the Association.

The Chapter will:

In the case of new Intellectual Property development, report and review with the Association any IP proposed and in development by a Chapter to maintain open knowledge of innovations in the field and to ensure and maintain the high standards of the organization. Chapters also will seek feedback from the Association on any Chapter-initiated IP proposals to determine if the IP has a wider field application. Chapters in possession of Intellectual Property that carries the potential to benefit many Chapters nationwide must comply with one of the following two options:

- 1) The Chapter and the Association will agree to sign over ownership of the IP to the Association, who will thereby absorb control, distribution and management of the IP, including financial obligations associated with its growth, operation, and maintenance; with future academic attribution and citation with respect to the IP to include both the Association and the Chapter of origin. Association will review information submitted in detail by Chapter concerning expenses in creating the IP and may elect to reimburse such expenses as the Association determines are reasonable and customary.
- 2) The Chapter maintains ownership and management rights of the IP. The Chapter must meet the following requirements:
 - a. document the work with the Association,
 - b. pay for all legal fees associated with copyright, trademark or patent,
 - c. grow, operate and maintain the work to uphold the high standards of the Chapter and Association,
 - d. collaborate with the Association to handle distribution and licensing of the IP to the Association and other Chapters, and
 - e. recoup costs for development and maintenance but agree to not profit off of any other Chapter or the Association in an effort to share best practices nationwide. All royalty or other compensation arrangements shall be disclosed to the Association.

In either option, ongoing costs of maintenance or costs of expansion and enforcement could be recouped by the Association or the Chapter through licensing fees.

See Attachment C, Intellectual Property Ownership and Royalty-Free License Agreement for additional information.

Chapter Festival/Conference (When one is held)

Chapter events serve a multitude of functions in the life of the organization, and ensuring true connection between the Association and the Chapter will allow these events to both have a unique life and spirit reflective of the individual Chapter, but also support the health, viability and mission of the overall Association.

The Association will:

- Designate official EdTA and ITO representatives of the Association to be present at the Chapter's annual festival/conference.
- Promote annual Chapter festival/conference information on the Association's website and publications.
- Negotiate the use of a scheduling/communication tool for Chapters' use at a discounted rate.

The Chapter will:

- Submit the necessary Pre- and Post-Conference materials within the limits and deadlines established by the Association.
 - These materials (available in the Leadership Toolbox) include:
 - ◆ Pre-Conference and Post-Conference forms
 - ◆ Thespian Festival Main Stage Adjudication Request form
 - ◆ Thespian Festival Chapter Select Showcase Recommendation form
 - ◆ Matching Scholarship Program Administered by EdTA form
 - ◆ National Individual Events Qualifier form
- Submit all Pre-Conference forms to the Association by September 1. Fees may be incurred if forms are submitted late, after a courtesy reminder.
- Submit all Post-conference forms to the Association no more than two weeks after the completion of the Chapter's festival or conference. Fees may be incurred if forms are submitted late, after a courtesy reminder.
- Require a standard release form for all attendees that includes indemnification, and photo/video release for all chapter-related activities. Chapter can use either the provided template in the Leadership Toolbox or create one that is approved by the Chapter's attorney(s).
- Provide the opportunity for both the EdTA and ITO rep to be introduced and/or address conference attendees.
- Provide the opportunity for the EdTA rep to address adult attendees, either in a meeting, workshop, reception or other gathering, determined by Chapter leadership.

Individual Events Policies and Guidelines

Individual events provide students with the opportunity to practice their talents and then demonstrate them in a manner which allows for celebration and constructive critique. In order for students across the organization to share in a common program, especially when ultimately "sharing the stage" at the International Thespian Festival events, common approach, understanding and adherence to a common set of guidelines is critical.

In order for a student to qualify for NIES, perform at the International Thespian Festival (ITF), and/or receive a "National Qualifier Pin," the Chapter must be in alignment with the categories, rules, rubrics and policies of the National Individual Events (NIES) guide found on the EdTA website. These documents are updated annually prior to September 1 for each academic year. Specifically, the Chapter must be in alignment with the NIES rules and rubrics and the students must earn the highest rating (e.g. "Superior") in a category documented in the NIES Guidelines.

All supporting documentation from the Chapter must be received prior to the International Thespian Festival registration deadline. If a Chapter does not follow the EdTA NIES, the Chapter must notify students that they are not in compliance with national rules and that the student(s) will not be able to participate in the NIES program at ITF. A Chapter may offer individual event categories at the Chapter level that are not offered at the International Thespian Festival. However, there would be no advancement for that event category beyond the Chapter. If Chapters are interested in proposing a new event category to be part of the national program, the Chapter needs to present it to the NIES Committee. Address all proposals and questions to the Association's Deputy Executive Director.

Scholarship Support and Administration

Providing opportunities for hard work and talent of students to have the potential to secure financial support for their further education is a valuable opportunity provided by the Association. In order to ensure these opportunities are handled, both from an equitable and legal/financial perspective, it is imperative that Chapters understand the below guidelines.

The Association will:

- Match scholarship monies awarded by the Chapter, up to a limited amount (see *Attachment A*).
- Administer Chapter scholarships—Association-matched and additional Chapter scholarships—at no cost to the Chapter, if submitted by the published deadline.
 - Fees will be incurred if forms are submitted late, after a courtesy reminder.
- Support includes:
 - Verifying the recipients' attendance at the post-secondary school
 - Managing compliance with the Chapter's scholarship criteria
 - Making all payment distributions and completing scholarship distribution reporting as required by the IRS.

The Chapter will:

- Comply with the Association's scholarship program requirements and submit the required information.
- Send matching scholarship request form to the Association by September 30, each year and matching funds within two weeks following event. Submit additional scholarship funds (unmatched) and Chapter requirements for the Association to administer by May 1 each year.
- Submit scholarship winners form within two weeks of the completion of the Chapter festival/conference or when selected.
- Chapters must provide required information for inclusion with the group's IRS Form 990.

Service Fees and Billing of Direct Expenses

The Association does not, currently, charge fees for services provided to Chapters.

Chapters are expected to recompense the Association, in a timely manner, for direct expenses incurred by the Association on behalf of the Chapters. Examples of such expenses include (but are not limited to): direct Risk Management and Insurance expenses, and the use of Guidebook.

There are no additional expenses charged to Chapters by the Association for the management of these services. However, reasonable late fees may be assessed should a Chapter be delinquent in the payment of invoices, up to 2.0% of the amount past due. The Association will work with Chapter leadership to ensure that sound business practices (including budgeting, cash flow management and financial reserves) are in place and, as necessary, provide support, guidance, and coaching.

As noted above, Chapters do not, currently, recompense the Association for indirect expenses (such as the cost of staff resources and time) incurred by the Association acting on behalf of Chapters. Examples of such activities include (but are not limited to): Scholarship support and administration, preparation and submission of IRS filings, and Chapter festival/conference support. Chapter Directors and their Boards are responsible for the timely submission of forms and other data to the Association. Delayed submission of such materials and information require Association staff to take time away from mission focused activities. Should a Chapter require the extension of a submission deadline, it is the Chapter's responsibility to make a request in writing. Failure to meet a submission deadline may result in the Chapter being charged a fee for service to account for the cost of time spent pursuing the delinquent forms or data. Fees will be charged on the following schedule:

- | | |
|--|--------------------------------|
| • Overdue by 15 days: | Courtesy reminder |
| • Overdue by 30 days: | \$25 fee per item |
| • Overdue by 45 days and every 15 days thereafter: | \$15 fee (additional) per item |

This Agreement shall be interpreted according to the laws of the State of Ohio, United States of America.

In witness whereof, the parties hereto have caused the Agreement to be executed as of the day and year first above written.

Signatures



Chapter Director



Date



Chapter Director



Date



Chapter Designee



Date



EdTA Executive Director



Date



EdTA Board President



Date



EdTA Chapter Relations Director



Date

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Attachment A: Financial support

Provide direct and indirect financial support on a Chapter basis

Any Chapter with a demonstrable financial hardship may qualify for financial assistance, in the form of a grant, from EdTA. “Financial hardship” is defined as having less than \$1,500 cash on hand. In order to qualify for assistance, a Chapter will be required to complete an application that includes a plan of how the Chapter will reverse the current state of hardship. Those Chapters that qualify for financial assistance may receive a grant for up to \$500 which they may use as they see fit to support their activities. A Chapter can receive this grant up to five times. An example of a qualifying grant would be travel support to attend the EdTA Leadership Summit.

Match a specified dollar amount of Chapter scholarship money

To support the efforts of Chapters and the educational needs of students, the Association offers a matching scholarship program. To participate, the Chapter completes an application and sends scholarship monies and the awardees’ names to the Association. The Association administers the scholarship program by coordinating the distribution of scholarship monies to each college/university, freeing up the Chapter from dealing with financial aid and registrars at numerous colleges/universities. Additionally, the Association will match up to a certain amount, helping to increase the amount of scholarship dollars the Chapter can provide.

For the 2019-2020 academic year, the matching amount is:

- Up to \$1,000

Work on behalf of the Chapters to leverage the scale of the Association

The Association will, when appropriate, negotiate services, coverages, and the use of tools, software, licenses, and applications for Chapters use at favorable or discounted rates.

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Attachment B: Guidelines for Use of Member Information

Access

Chapter Directors and the designated members of the Chapter's board, are the only individuals allowed to access, download, and use membership contact information and data. Chapter Directors and designated members of the Chapter's board must use this information with discretion.

Use of Information

Any Chapter Director or designated member of the Chapter board wishing to contact prospective members should check with the EdTA National Office to see if any communication has occurred or is being planned in order to coordinate efforts.

Chapter Directors and the designated members of the Chapter's board may use EdTA's membership contact information and data for the following purposes:

- Verifying membership information and induction status.
- Notifying members about Chapter events, such as state and/or district festivals/conferences.
- Promoting Chapter managed scholarship opportunities.
- Publicizing auditions for All-Chapter shows.
- Providing reminders of pertinent information or deadlines about scholarships, grants, educational programs, or other information released by the Educational Theatre Association's National Office.
- Communicating with members to find out why they do or do not attend Chapter events.
- Fundraising efforts for the Association at the Chapter or national level.
- Promoting state or national advocacy efforts, those supported by both the Association and the Chapter.

Any other use not specifically listed is prohibited unless prior written approval has been received by the Director of Chapters and Communities.

Membership contact information and data may NOT be used for the following purposes:

- Campaigning for or against a person or issue in an Association or Chapter election.
- Promoting a third-party business or service. Chapters may forward theatre opportunities from other organizations that benefit Thespians or adult members, subject to approval by the Association's Deputy Executive Director. No database is allowed to be shared outside of the Chapter.
- Marketing an educational institution or program that is not expressly conducted by the Chapter.

Consequences of misuse

Chapter Directors who are responsible for the misuse and for not following the agreed upon terms and conditions can expect the following:

First violation: A written warning.
Second violation: Removal of access to the files, reports.
Third violation: Removal as Chapter Director.

Chapter Designees who are responsible for the misuse and for not following the agreed upon terms and conditions can expect the following:

First violation: A written warning.
Second violation: Removal of access to the files, reports.
Third violation: Removal from the Chapter board.

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Attachment C: Intellectual Property Ownership and Royalty-Free License Agreement

This Intellectual Property Ownership and Royalty-Free License Agreement (“Agreement”), effective as of [REDACTED], 2019, is made by and between the Educational Theatre Association (“the Association”), a corporation organized and existing under the laws of Ohio, located at 2343 Auburn Avenue, Cincinnati, Ohio 45219, and the [REDACTED] (Chapter Name), an EdTA affiliate, a non-profit 501(c)(3) organized and existing under the laws of Ohio, located at [REDACTED] (Chapter Organizational Address) (“the Chapter”).

Whereas, the Association is the owner of the trademarks, service marks, (collectively, the “Marks”), copyrights and registrations thereof, as well as any inventions, patents and other intellectual property, listed on Schedule A, as it may be amended from time to time (collectively, the “IP”); and

Whereas, the Chapter is desirous of using the IP in connection with EdTA or International Thespian Society business;

Now, therefore, in consideration of the foregoing and of the mutual promises hereinafter set forth, the parties agree as follows:

Definition:

For the purposes of this agreement,

Intellectual Property (IP) is defined as the intangible rights for a work or invention that is the result of creativity, such as a brand name or logo design, to which one has rights and for which one may apply for a patent, copyright, trademark, etc. IP includes knowledge, creative ideas, or expressions of human mind that have commercial value and are protectable under copyright, patent, service, trademark or trade secret laws.

Grant of License

The Association grants to the Chapter a non-exclusive, non-transferable, royalty-free license to use the IP (hereafter, “the License”), and the Chapter accepts the License, subject to the terms and conditions contained in this Agreement. The License shall terminate upon termination of this Agreement.

Ownership of IP

The Chapter acknowledges the Association’s ownership of the Marks, agrees that it will do nothing inconsistent with such ownership, and agrees that all use of the IP by the Chapter shall be used to the benefit of and be on behalf of the Association. The Chapter agrees that nothing in this License shall give the Chapter any right, title, or interest in the IP other than the right to use the IP in accordance with this License. The Chapter further agrees that it will not challenge the ownership or the title of the Association to the IP or challenge the validity of this Agreement.

Quality Standards

The Chapter agrees that the nature and quality of all services rendered and goods distributed by the Chapter in connection with the IP shall conform to standards set by and be under the control of the Association.

Quality Maintenance

The Chapter agrees to cooperate with the Association in facilitating Educational Theatre Association’s control of such nature and quality, to permit reasonable inspection of the Chapter’s operations, and to supply the Association with digital art files or other examples of use of the IP upon request. The Chapter shall comply with all applicable

laws and regulations and obtain all appropriate government approvals pertaining to the sale and advertising of the goods and services covered by this Agreement.

Form of Use of Marks

The Chapter agrees to use the Marks, as described and listed in Schedule A. The Chapter agrees that use of the Marks on products other than as listed in Schedule A shall be subject to the approval of the Association, and such approval shall be requested no less than 30 days in advance of production. Use of the Marks on Permitted Materials (as defined in Schedule A) or other pre-approved products shall be in accordance with the standards and guidelines prescribed by the Association. The Chapter agrees not to use any other trademark or service mark in combination with any of the Marks without prior written approval of the Association.

Infringement proceedings

The Chapter agrees to notify the Association of any unauthorized use of the IP by others promptly as it comes to the Chapter's attention. The Association shall have the sole right and discretion to bring infringement or unfair competition proceedings involving the IP except for intellectual property owned by Chapter, in which case the Chapter may bring a proceeding.

Term

This Agreement shall be for a term of one year, unless sooner terminated as provided for herein.

Termination for cause

The Association shall have the right to terminate this Agreement upon thirty (30) days written notice to the Chapter in the event of any affirmative act of insolvency by the Chapter, upon the appointment of any receiver or trustee to take possession of the properties of the Chapter, upon the winding-up, sale, consolidation, merger or any sequestration by governmental authority of the Chapter, or upon any breach of the provisions of this Agreement by the Chapter.

Effect of termination

Upon termination of this Agreement, the Chapter immediately shall discontinue all use of the Marks and any term confusingly similar thereto, shall cooperate with the Association or International Thespian Society appointed agent in applying to the appropriate authorities to cancel recording of this Agreement from all government records, and shall destroy all printed materials bearing any of the Marks. The Chapter further agrees that all rights in the Marks and the goodwill connected therewith shall remain the property of the Association. Further upon termination of this Agreement, the Chapter immediately shall discontinue use of all copyrightable materials, patents, inventions or other IP.

Assignment

The Chapter shall not have the right to assign this Agreement, or any EdTA or International Thespian Society rights under the Agreement, to any other party without the prior written consent of the Association. Any attempted assignment without such consent shall be voidable by the Association.

Final agreement

This writing sets forth the entire Agreement with respect to the subject matter hereof and supersedes any prior agreements or understandings relating to the subject matter hereof.

Modifications in writing

Any waiver, modification, or cancellation of any terms or conditions of this Agreement must be in writing, and no waiver by the Association, whether expressed or implied, of any provision of this Agreement or of any breach or default of Chapter shall constitute a continuing waiver of any other provision of this Agreement.

Severability

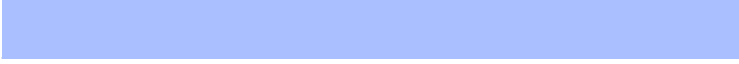
In the event that any term or provision of this Agreement shall for any reason be held invalid, illegal, or unenforceable in any respect, such invalidity, illegality, or unenforceability shall not affect any other term or provision hereof, and this Agreement shall be interpreted and construed so as to most nearly affect the intent of the parties without such invalid, illegal, or unenforceable term or provision.


Interpretation of agreement


This Agreement shall be interpreted according to the laws of the State of Ohio, United States of America.

IN WITNESS WHEREOF, the parties hereto have caused this Agreement to be executed as of the day and year first above written


Signatures



Chapter Director


Date


Chapter Director


Date


Executive Director


Date

Schedule A

Each Chapter is licensed to use the marks for their particular Chapter located in the Chapter branding and graphics section of the EdTA Leadership Toolbox (schooltheatre.org/membership/managechapter). In addition, Chapters are permitted to use the Association's master brand icons and logos for the Educational Theatre Association and International Thespian Society, also located in the Leadership Toolbox.

Approved uses as "Permitted Materials" include: Chapter letterhead, Chapter websites, Chapter festival/conference event programs, Chapter festival/conference advertising and printed promotional materials, and Chapter newsletters and e-newsletters. Questions about additional usage can be directed to the EdTA Director of Marketing.

A list of Marks and names includes, but is not limited to, the following:

- EdTA
- Educational Theatre Association (and design)
- ITS
- Thespian (and design)
- Thespian Society (and design)
- (Chapter) Thespians
- International Thespian Festival
- Junior Thespian Festival
- ThesCon
- ThesFest
- Thespian Playworks
- Thespian Musicalworks
- Thespian Filmworks
- *Dramatics*
- *Teaching Theatre*
- JumpStart Theatre
- Educational Theatre Foundation