

La Leche League Canada's DCE Connection Agreement
with La Leche League International

With this DCE Connection Agreement, entered as of _____, 20__ (“Effective Date”), the organization La Leche League Canada, a registered charity under the *Income Act* (Canada) (Charitable Registration Number 11900 3812 RR0002) , (“LLLC”) agrees to the terms of this agreement in respect of its relationship with La Leche League International, Inc. (“LLLI”), an Illinois, USA not-for-profit corporation (tax ID number 36-2514518) and worldwide organization dedicated to the support, promotion, and protection of breastfeeding. LLLI agrees to grant LLLC the benefits of affiliation; LLLC agrees to abide by the obligations of affiliation, as set forth below.

1. Definitions:

For the purposes hereof, the following definitions shall apply:

- a) “LLLI” and “La Leche League International” mean the Illinois not-for-profit organization with the responsibility to protect the worldwide organization’s brand, accredit Leaders, maintain cohesion and communication among the various DCEs that comprise LLL, and maintain a visible global presence for LLL.
- b) “La Leche League Leader” and “LLL Leader” mean an individual accredited by LLLI to educate, inform, and support mothers and the general public within the field of breastfeeding.
- c) “Leader Accreditation” is the process of official recognition of an individual as a Leader who can represent the organization while carrying out its mission.
- d) “Policies and Standing Rules” or “PSR” mean the principles and provisions set forth in the *La Leche League Policies and Standing Rules*, as defined by LLLI.
- e) “DCE” means a Direct Connect Entity, which is an organization that has entered into a DCE Connection Agreement with LLLI and is licensed to use the LLLI Marks.
- f) “DCE Connection Contribution” means an annual fee paid by La Leche League Canada for the support of LLLI in the amount of \$5000 CDN or 5% of LLLC’s total annual expenditures, whichever is lesser, and is permitted by the Canada Revenue Agency (CRA).
- g) “LLLI Marks” means the following names and marks: “LA LECHE LEAGUE”, “LLL”, and the design and composite marks set forth on the Exhibit “Licensed Marks” attached hereto.
- h) “Combined Mark” means a trademark or corporate name that includes any portion of the LLLI Marks.
- i) “Licensed Services” means the services that are promoted or provided in association with one or more of the LLLI Marks pursuant to this Agreement.
- j) “Effective Date” means the date LLLC executed this Agreement as above stated and marks the commencement of the terms of this Agreement.

- k) "Territory" shall mean the following geographic region within the geographic boundaries of Canada and in languages other than French within those boundaries and any virtual regions connected to LLLC.

2. Benefits and Obligations

- a) LLLI will provide LLLC the following during the Term hereof:
- i. use of LLLI breastfeeding and Leader Accreditation resources, consisting of printed books, guidelines, online materials and other publications and presentations that have been or will be created by or on behalf of LLLI for use by LLLI DCEs,
 - ii. one or more seats on the LLLI Board of Directors, according to the formula stated in the *LLL Policies and Standing Rules (PSR)*,
 - iii. the right to official recognition on LLLI global forums, and
 - iv. the benefit of worldwide recognition of LLLI as an authority on breastfeeding through a grant to LLLC and all its member administrative units (Area Networks, Areas, and Groups) of the license to use the LLLI Marks and Combined Mark as set forth herein.
- b) In consideration of the benefits provided by LLLI, LLLC agrees to:
- i. Support the mission, purpose, and philosophy of LLL as defined by LLLI to the extent they are consistent with LLLC's charitable purposes and legal obligations.
 - ii. In establishing and administering LLLC, be bound by the LLL PSR as they are released from time to time in establishing and administering the LLLC.
 - iii. Acknowledge LLLI as the sole accreditor of La Leche League Leaders, as described in the LLL PSR.
 - iv. Acknowledge that the LLLI Marks and Combined Mark are the legal property of LLLI, which is charged to protect their use and integrity.
 - v. Pay to LLLI the DCE Connection Contribution in one annual payment, with each payment due within 60 days of the end of the first quarter.
 - vi. Subject to LLLC's available financial resources, pay travel and accommodation costs for the La Leche League Canada's representative(s) on the LLLI Board to attend LLLI Board meetings.
 - vii. Communicate with LLLI annually, about how LLLC can contribute to the financial success of LLLI.
 - viii. Use the La Leche League name and nursing mother design marks as prescribed by LLLI in the PSR or as mutually agreed upon by LLLI and LLLC in a Combined Mark or otherwise, in connection with their services and operations.

3. Relationship of the Parties

LLLI and LLLC agree to maintain a cooperative and supportive relationship with each other and all other LLLI DCEs in the mutual effort to further the fundamental and primary purposes of the organization LLL, as they are defined by LLLI to the extent they are consistent with LLLC's charitable purposes and its legal obligations.

LLLI and LLLC are separate organizations, not joint ventures, partners, legal representatives, or agents of each other. Neither LLLI nor LLLC has the right to make, or represent itself as having the power to make, any agreement on behalf of the other or another LLLI DCE.

LLLC is not responsible for any liabilities, loans, promissory notes, any money borrowed, or debts and obligations incurred by LLLI or any other LLLI DCEs. Nor is LLLI responsible for any liabilities, loans, promissory notes, any money borrowed, or debts and obligations incurred by LLLC.

LLLC may determine its own form of organization and operation and shall maintain operational financial independence from LLLI, as long as the actions of LLLC align with the LLL PSR and the obligations to contribute an annual DCE Connection Contribution set forth herein.

4. Business Conduct

LLLI agrees to conduct business in accordance with the following:

- a) The LLLI Bylaws,
- b) The LLL PSR,
- c) This Agreement, and
- d) Any other current written agreements between LLLC and LLLI.

LLLC agrees to conduct business in accordance with the following, providing they are not inconsistent with LLLC's charitable purposes and its legal obligations:

- a) The LLLC Bylaws,
- b) The LLL PSR,
- c) This Agreement, and
- d) Any other current written agreements between LLLC and LLLI.

5. Communication

LLLC agrees to keep LLLI informed of its activities and progress, by providing the LLLI Board of Directors with a copy of its Annual Report in English and Annual Financial Report, when these

documents are available. LLLC shall provide such statistical data as LLLI should require, when reasonably requested, provided sharing this data does not violate Canadian national or provincial privacy laws.

The LLLI Board of Directors agrees to keep LLLC informed of its activities and progress, including providing annual budget and DCE Connection Contribution requests, an LLLI Annual Report in English, and an LLLI annual audited financial statement.

6. Leader Accreditation

LLLC recognizes that only LLLI may define the criteria for accrediting La Leche League Leaders. LLLC will work with the Leader Accreditation Department to prepare qualified LLL Leaders in accordance with the LLLI Criteria for Leader Accreditation.

LLLC may change the procedural details of the application for Leader Accreditation, as long as that procedure is communicated to and approved by the LLLI Director of the Leader Accreditation Department (DLAD) and the LLLI Board of Directors as conforming to the LLLI Criteria for Leader Accreditation.

LLLC recognizes that LLLI has the ultimate authority to determine whether an LLL Leader is accredited. Nevertheless, no LLL Leader will be sanctioned or have their LLL Leader accreditation removed by LLLI without consulting LLLC. Should LLLI wish to sanction or remove the accreditation of an LLL Leader, LLLC will first be given 90 days to resolve any issues with the LLL Leader, unless the LLLI Board has determined that immediate action is required. In cases where LLLI determines immediate action is required, LLLI will notify LLLC of its reasons for action and LLLC will be given the opportunity to resolve the issues in a shorter period of time, as determined by the LLLI Board, and/or to challenge the decision through the LLLI Grievance process.

7. Grant of License to use LLLI Marks.

Subject to the terms listed below, LLLI grants a limited, revocable, and exclusive right to LLLC to use and sublicense the LLLI Marks and Combined Mark and other trademarks and service marks that LLLI may approve in the future within the geographic boundaries of Canada and in languages other than French.

LLLI represents and warrants that it owns the LLLI Marks and Combined Mark and has all necessary rights to grant the license to LLLC described in this section and this Agreement, and that the granting of such rights does not infringe upon the rights of any other person.

8. Scope of License

LLLC, through its Bylaws or otherwise, may extend or sublicense the use of the LLLI Marks and Combined Mark to all of the administrative units (Areas or Groups) that are under its authority and supervision, as well as to other entities, partners or sponsors within Canada that operate in furtherance of the LLL mission, with the provision that LLLC and all its administrative units and sublicensees agree that:

- a. The LLLI Marks and Combined Mark are the exclusive property of LLLI.
- b. If an administrative unit under the authority and supervision of LLLC becomes disaffiliated from LLLC or LLLI, it will stop using the LLLI Marks and Combined Mark and all benefits previously granted to the unit in question will accrue/revert to LLLC.
- c. Upon disaffiliation of LLLC, all benefits revert back to LLLI.

9. Terms of Licensed Use

- a. LLLC agrees that the LLLI Marks and Combined Mark are and shall remain the sole and exclusive legal property of LLLI.
- b. With the exception of LLLC's employees, volunteers, agents or representatives, as well as those entities and administrative units to which LLLC may sublicense the use of the LLLI Marks and Combined Mark as permitted by this Agreement, LLLC may not permit any person or entity to use the LLLI Marks or Combined Mark or any copyrighted materials of LLLI without the prior written consent of LLLI.
- c. If LLLC breaches this Agreement, either willfully or through neglect, and fails to cure such breach within 90 days of being notified of such breach by LLLI, LLLI may immediately suspend or revoke this license, completely or partially.
- d. All LLLI DCEs agree to assist each other in preventing and stopping misuses of the LLLI Marks and LLLI intellectual property. LLLI shall be responsible for any costs and expenses incurred by LLLC in enforcing or assisting in the enforcement of the rights of LLLI to its intellectual property.
- e. LLLC agrees that the marketing, advertising, promotional and educational materials it develops, if any ("Promotional and Educational Materials"), shall comply with the branding guidelines established by LLLI from time to time, including the "LLLI Brand and Style Guidelines". If LLLI believes that any Promotional and Educational Materials created or distributed by LLLC fail to meet the quality standards required hereunder, LLLI

shall notify LLLC. If LLLC does not cure any defect properly identified in LLLI's notice within 90 days, LLLC shall cease using such Promotional and Educational Materials.

- f. LLLI hereby grants to LLLC the exclusive right and license to use the LLLI Marks and Combined Marks, including the LLLC assigned marks, within the geographic boundaries of Canada and in languages other than French, in connection with Goods and Services offered by LLLC, provided the use of LLLI Marks and Combined Marks are in compliance with the "LLLI Brand and Style Guidelines". "Goods and Services" shall mean activities, events, and products to promote LLLC generally, to further its goals, objectives and mandate and to raise funds from the public in support of LLLC's charitable purposes.
- g. LLLC shall not render any services under the LLLI Trademarks outside of Canada, except as consented to by LLLI. LLLI shall not sell or distribute any Goods and Services bearing any of the LLLI Trademarks, render any services under the LLLI Trademarks, Trademarks, or authorize the sale or distribution of Goods and Services within Canada, except as consented to by LLLC and except for LLLI's website. Nothing herein shall affect the rights of Ligue La Leche to use the LLLI Trademarks for Goods and Services in the French language.

10. Termination of Agreement

If LLLC fails to comply with any of the terms of this Agreement, including a failure to follow LLLI's instructions regarding the appropriate display and use of the LLLI Marks or Combined Mark and failure to pay the DCE Connection Contribution provided herein, LLLI has the right to terminate this Agreement and require that LLLC stop using the LLLI Marks or any other property of LLLI.

Before exercising these rights, LLLI will notify LLLC of the breach and of the intent to terminate. LLLC shall have a period of 90 days from the date of notification to cure the breach. If LLLC fails to cure such breach, the parties shall work together to ensure as smooth a transition as possible under the circumstances, following termination.

11. Post-Termination or Expiration

LLLC acknowledges that after the expiration or termination of this agreement, failing to cease the sale, advertising, or promotion of the Licensed Services and any LLLI products, and/or continuing to use the LLLI Marks, Combined Mark, or any marks confusingly similar thereto will result in immediate and irreparable damage to LLLI and that there is no adequate remedy at law for the failure to cease such sale, advertising, promotion, or use. LLLC agrees that in the event of such failure to cease use, LLLI shall be entitled to equitable relief, including temporary restraining orders and preliminary and permanent injunctions, at nominal bond, to enjoin the sale, advertising, or promotion of the Licensed Services or use of the LLLI Marks.

12. Term

The term of this Agreement will be five years from the Effective Date, unless terminated earlier as provided for below.

This Agreement will be reviewed by LLLI and LLLC starting no later than 90 days before its expiration date; they may revise or renew it for successive terms.

If the parties are unable to negotiate a revised or renewed Agreement by the expiration date, the Agreement will extend automatically until a renewed Agreement is signed or until one year after the expiration date.

At any time, either party may choose to terminate or not to renew the agreement by giving the other party at least 90 days' notice of the intention to terminate or not to renew.

In the case of termination or non-renewal, the rights and benefits given by LLLI to LLLC will cease on the expiration date or upon the date stated in a notice of termination or non-renewal.

13. Dissolution

If LLLC dissolves, it must first pay all debts and liabilities, including debts owed to LLLI for DCE Connection Contribution, and any costs of the dissolution. LLLC will transfer all of its remaining assets pursuant to its distribution clause in its By-laws and Articles which requires LLLC to distribute its property to one or more qualified donees whose purpose and objectives are similar to those of LLLC.

14. Records

LLC agrees to keep accurate books of account and records covering all financial transactions relating to the Licensed Services. Whenever feasible, such records shall be kept in or translated into English. After termination or expiration of this Agreement, all financial records must be retained for at least two years or the number of years required by LLLC's local laws, whichever is longer.

15. Indemnification

Each Party ("Indemnifying Party") shall indemnify the other Party ("Indemnified Party"), including all employees, officers and directors of the Indemnified Party against, and hold the Indemnified Party, including all employees, officers and directors of the Indemnified Party harmless from any and all third party claims, suits, actions or proceedings ("Claim") against the Indemnified Party, where such Claims arise out of or relate to the Indemnifying Party's breach of any requirement, representation or warranty contained in this Agreement, provided that: (a) the Indemnified Party promptly notifies the Indemnifying Party in writing of such Claim; (b) the Indemnifying Party has sole control over the defense or settlement of the Claim; and (c) the

Indemnified Party cooperates fully in the defense or settlement of the Claim. This indemnification shall include the Indemnified Party's reasonable legal fees incurred in the defense of the action giving rise to any damages, which are indemnifiable under this section.

16. Assignment

Neither LLLI nor LLLC can share the rights granted by this agreement to another party except as stated above or with written permission of the other party to this Agreement.

17. Successors and Assigns

This Agreement is binding on both parties and on their successors and assigns.

18. Counterparts

This Agreement may be executed in one or more counterparts, each of which shall be deemed to be an original, but all of which together shall constitute one and the same instrument, and shall have the same effect as if each party had executed the same original. Transmission of digital images of signature pages shall have the same effect as delivery of an original signature on paper. Counterpart documents will be considered to be part of and equal to the original document.

19. Entire Agreement; Amendment; Severability

This Agreement is the complete agreement between LLLI on behalf of LLL, and LLLC. The agreement can be amended only in writing by both parties. If either party waives one part of this agreement with the agreement of the other party, the other parts still stand. The provisions of this Agreement are severable, and if any clause or provision shall be held invalid and unenforceable in whole or in part, then such invalidity or unenforceability shall affect only such clause or provision or part thereof.

20. Governing Law and Venue

This agreement is made and shall be interpreted in accordance with the laws of the State of North Carolina, United States of America. Any dispute arising under this Agreement must be handled exclusively in the federal or state courts of North Carolina, and LLLC consents and agrees to *in personam* jurisdiction and venue in those courts.

21. Termination of Prior Agreement

This Agreement replaces any prior Agreements on similar subjects between the parties and terminates any such Agreements on the Effective Date of this Agreement and voids any prior outstanding invoices from LLLI. This includes, but is not limited to, Agreement of the International Principles of Cooperation 1987 (AIPC), AIPC Addendum of 1987-88, AIPC Present Understandings (1987) and the Trademark Agreement of 1998.

22. Signing Authority

The parties below have approved this agreement to be carried out by their duly authorized representatives, effective as of the date indicated above.

The parties state that they are in compliance with all laws and other legal requirements that affect their ability to abide by this Agreement and that they will always act in good faith and with due care in meeting the obligations of the Agreement.

FOR LLLC:

La Leche League Canada, a Direct Connect Entity of La Leche League International

(Signature)

Cecily Heslett, Chair, LLLC Board of Directors

(Name and Title)

(Date)

(Signature)

Pamela Mitchel, Vice-Chair, LLLC Board of Directors

(Name and Title)

(Date)

FOR LLLI:

La Leche League International

(Signature)

(Name and Title)

(Date)