Oxfam America’s innovative and experiential Hunger Banquet® has been a popular event throughout the United States for over 30 years. Due to its success, we are pleased to assist other socially responsible persons, businesses, educational institutions, and charitable or faith-based organizations that wish to raise awareness of the inequitable distribution of food and resources in the world. Oxfam makes available, at no charge, a package of Hunger Banquet® materials that will guide you through the setup and hosting of a Hunger Banquet® event. As long as you comply with the terms and conditions set forth below, you may use the Hunger Banquet® brand and related materials without obtaining any additional permission from Oxfam. Please contact us, however, if you are interested in obtaining further information or if you would like to discuss permission to use the Hunger Banquet® brand and/or related materials in a manner other than as expressly permitted below. Thank you for supporting our efforts to alleviate world hunger.

LICENSE AGREEMENT

This License Agreement ("Agreement") is between Oxfam-America, Inc., a Massachusetts non-profit corporation ("Oxfam"), and each individual person or organization ("you" or "your") that elects to use (i) Oxfam’s Hunger Banquet® service mark ("Mark"), (ii) Oxfam’s package of Hunger Banquet® materials, including certain written promotional and explanatory documents and information, as the same may be updated from time to time ("Guidelines"), and (iii) Oxfam’s Hunger Banquet® know-how ("Know-How" and, together with the Mark and the Guidelines, the "Intellectual Property"). The Agreement allows you to use Oxfam’s Intellectual Property to promote and host your own Hunger Banquet® events ("Banquets"), subject to the terms and conditions set forth below.

1. Grant of Licenses by Oxfam

   (a) Trademark License. Subject to your compliance with the terms and conditions of this Agreement, Oxfam grants you a royalty-free, non-transferable, non-sublicensable, non-exclusive license to use the Mark solely in connection with promoting and hosting Banquets in the United States during the term of this Agreement (the "Trademark License"). This Trademark License includes the right to make, display, and distribute original promotional materials in print and electronic media, such as brochures and web site pages, featuring the Mark either in a stylized form supplied by Oxfam or in typewritten form ("Trademark Materials"). If the Mark is featured in the stylized form supplied by Oxfam, you may not change the font, color, or resolution, or make any other alteration in your presentation of the Mark.

   (b) Copyright License. Subject to your compliance with the terms and conditions of this Agreement, Oxfam grants you a royalty-free, non-transferable, non-sublicensable, non-exclusive license to use the Guidelines solely in connection with promoting and hosting Banquets in the United States during the term of this Agreement (the "Copyright License"). This Copyright License includes the right to create derivative works (as such term is defined in paragraph 101 of the U.S. Copyright Law) that are based on the materials in the Guidelines ("Derivative Works"), such as variations from the sample agenda or sample scripts or translations into other languages, provided that such Derivative Works are consistent with any rules or restrictions published by Oxfam from time to time. The Copyright License also includes (i) the right to reproduce and distribute the Guidelines and Derivative Works, in print and electronic media, and (ii) the right to display the Guidelines and Derivative Works on an Internet web site for viewing and downloading by users of such web site. Except as expressly stated in this paragraph 1(b), the Copyright License does not include (x) the right to publicly display or publish the Guidelines, or any portion of the Guidelines, in any medium, or (y) any other rights of authorship not expressly granted to you.

   (c) Know-How License. Subject to your compliance with the terms and conditions of this Agreement, Oxfam grants you a royalty-free, non-transferable, non-sublicensable, non-exclusive license to use the Know-How solely in connection with promoting and hosting Banquets in the United States during the term of this Agreement (the "Know-How License" and, together with the Trademark License and the Copyright License, the "Licenses"). For tips and other advice on how best to organize, promote, and host a Banquet, please contact Oxfam by sending an e-mail to fast@oxfamamerica.org.

   (d) Educational and Charitable Purposes. Oxfam is granting you each of the Licenses with the understanding that you will host Banquets solely for purposes of educating the public about hunger. Accordingly, you may use such Banquets for your own charitable fundraising purposes, and you may collect entrance fees that are
sufficient to cover your expenses of hosting such Banquets. You acknowledge and agree, however, that the Banquets are not intended to be profit-making events in which monies collected from participants or other sources are used for purposes other than charitable purposes and defraying costs. Oxfam reserves the right to terminate the Licenses if Oxfam determines, in its sole discretion, that you are using the Intellectual Property to advance profit-making goals.

2. Grant of Licenses by You.

(a) As consideration for the Licenses, you hereby grant to Oxfam a perpetual, irrevocable, royalty-free, fully paid up, transferable, non-exclusive license to use, to adapt, and to sublicense others to use, any and all Derivative Works and Trademark Materials developed by or for you, provided that such use is in connection with Hunger Banquet® events hosted by Oxfam or its licensees within the United States.

(b) Notwithstanding the foregoing paragraph 2(a), if you wish to place any additional restrictions on the use or disclosure of any Derivative Works and Trademark Materials to be shared with Oxfam and/or Oxfam’s sublicensees, you must notify Oxfam and obtain Oxfam’s written consent. Otherwise, the provisions in paragraph 2(a) above will apply.

3. Ownership and Use of the Intellectual Property

(a) You acknowledge that Oxfam owns certain rights, titles and interests in and to the Intellectual Property, which has intrinsic value. Subject to the license rights specifically granted to you herein, Oxfam reserves and retains all of its rights in and to the Intellectual Property and the associated goodwill. Without limiting the foregoing, any goodwill generated by your use of the Mark will inure to the ultimate benefit of Oxfam. Oxfam further reserves and retains its rights to use the Intellectual Property and any Hunger Banquet®-related information in general fundraising, education, and advocacy activities anywhere in the world.

(b) Notwithstanding the foregoing paragraph 3(a), you also acknowledge that Oxfam’s ownership of the Intellectual Property and your use thereof do not affect the outcome or execution of the Banquets, which are your sole responsibility. OXFAM HEREBY DISCLAIMS ALL RESPONSIBILITY FOR THE SUCCESS OR FAILURE OF YOUR BANQUETS.

(c) You further acknowledge that you are not, and will not become by virtue of this Agreement, the owner of any right, title or interest in and to the Intellectual Property in any form or embodiment. You will not at any time use a confusingly similar service mark or commit any other act which might reasonably be expected to have an adverse effect on the rights of Oxfam (or any affiliate or other licensee of Oxfam) in and to any of the Intellectual Property, or any registrations or applications for registration thereof.

(d) You must use reasonable efforts to preserve the prestige and goodwill of the Intellectual Property and may not take any action that would denigrate the value of any of the Intellectual Property. Upon Oxfam’s request, you must give Oxfam a reasonable opportunity to review and approve the designs, quality, and content of any Derivative Works and Trademark Materials prior to the display or distribution thereof; provided that (i) such review will be for the sole purpose of verifying compliance with any rules and restrictions referred to in paragraph 1(b) above and the legend requirements specified in paragraph 4(a) below, and (ii) Oxfam will not otherwise unreasonably withhold such approval if, after good faith discussions with you regarding any non-compliance, you take appropriate actions to preserve the integrity of the Intellectual Property.

(e) You will own any and all Trademark Materials and Derivative Works created by you or on your behalf in compliance with the terms of this Agreement, subject only to (i) Oxfam’s ownership of the Guidelines underlying the Derivative Works, and (ii) the licenses granted to Oxfam pursuant to paragraph 2 above. Accordingly, Oxfam will not be responsible for any liabilities, fees, and expenses arising out of, or relating to, the use and preparation of any Trademark Materials and Derivative Works.

4. Protection of the Intellectual Property

(a) You agree to take any action Oxfam may reasonably request from time to time to protect the Intellectual Property. At a minimum, you will use the ® symbol in conjunction with the Mark whenever you use it in any Trademark Materials in a typewritten form (i.e., as a word mark without additional design elements). In addition, you will arrange to have the notice “SM” (which stands for “service mark”) appear in connection with your use of the Mark on such Trademark Materials in a stylized form (i.e., a logo) supplied by Oxfam. You will also ensure that the
Guidelines and any Derivative Works bear an appropriate copyright notice. In addition, you will give appropriate credit to Oxfam in any print, voice, or other media use of or reference to Hunger Banquet®, the Mark, or the Guidelines. All Trademark Materials must contain the following trademark notice and credit: “Hunger Banquet® is a registered service mark of Oxfam-America, Inc. (http://www.oxfamamerica.org) and is used herein by permission of the service mark owner.” All Guidelines must contain the following copyright notice and credit: “© [year of first publication] Oxfam-America, Inc. All Rights Reserved.” All Derivative Works must contain the following sentence immediately after and adjacent to your own copyright notice: “Portions of this work were originally published by Oxfam-America, Inc. (http://www.oxfamamerica.org), an international relief and development organization that creates lasting solutions to poverty, hunger, and injustice.”

(b)If you learn of any infringement, threatened infringement or passing off of the Intellectual Property, or learn that a person claims or alleges that any of the Intellectual Property infringes on such person's rights or is likely to cause deception or confusion to the public, or learn of any other violation of rights in, to or involving the Intellectual Property, you must promptly notify Oxfam to that effect.

5. Limitation of Liability

(a) YOU ACKNOWLEDGE AND AGREE THAT OXFAM HAS NOT MADE, DOES NOT MAKE, AND HEREBY DISCLAIMS ANY REPRESENTATION, GUARANTY, CONDITION, OR WARRANTY OF ANY KIND WITH RESPECT TO THE MARK, THE GUIDELINES, ANY DERIVATIVE WORKS, ANY TRADEMARK MATERIALS OR THE RIGHTS, LICENSES AND PRIVILEGES GRANTED BY OXFAM HEREUNDER WITH RESPECT THERETO, WHETHER WRITTEN OR VERBAL, EXPRESS OR IMPLIED, IN FACT OR AT LAW, INCLUDING WITHOUT LIMITATION ANY IMPLIED WARRANTY OF NON-INFRINGEMENT, MERCHANTABILITY AND/OR FITNESS FOR A PARTICULAR PURPOSE.

(b) IN NO EVENT WILL OXFAM INDEMNIFY, OR BE LIABLE TO, LICENSEE FOR ANY DIRECT, INDIRECT, INCIDENTAL, SPECIAL OR CONSEQUENTIAL DAMAGES ARISING FROM THIS AGREEMENT.

6. Term; Termination

(a) The term of this Agreement and each of the Licenses granted to you hereunder will be perpetual so long as you continue using the Mark and the Guidelines in compliance with the terms and conditions of this Agreement. If you breach this Agreement and do not cure such breach within ten (10) days after Oxfam notifies you of such breach, then the Licenses may be terminated immediately and without further notice at the election of Oxfam.

(b) Upon termination of the Licenses, you will thereafter have no further rights in any License granted under this Agreement, and you will be prohibited from using the Intellectual Property, Derivative Works, and Trademark Materials in all forms. In addition, following such termination, you may not prepare, display, or distribute any additional Derivative Works or Trademark Materials or otherwise use the Mark, Guidelines, Derivative Works, or Trademark Materials in print, voice, or any other media except with the written permission of Oxfam.

(c) In addition to the terms of this Agreement that by their nature would so survive, the provisions of paragraphs 2(a), 3, and 5 through 8 will survive the termination of this Agreement.

7. Assignment

You may not transfer, assign, or pledge this Agreement, any of the Licenses, or any of your rights or obligations hereunder, in whole or in part, except with the prior written consent of Oxfam.

8. Miscellaneous

Each party to this Agreement is an independent contractor, and nothing in this Agreement shall be construed to create a partnership, agency, joint venture, or fiduciary relationship between the parties. Neither party shall act or have authority to act as an agent for or of the other party for any purpose whatsoever. This is the entire agreement of the parties concerning the Intellectual Property. If the parties decide to change the Agreement or waive any of the terms of the Agreement, they must do so in writing. The construction and performance of this Agreement shall be governed by the laws of the Commonwealth of Massachusetts, without regard to conflicts of laws principles.