



1301 Pennsylvania Avenue, NW
Suite 1000
Washington, D.C. 20004

February 25, 2014

Dear Safe Kids U.S. Coalition Network:

Safe Kids Worldwide is honored to partner with hundreds of organizations in the United States and abroad to advance our shared mission: keeping kids safe from preventable injuries. As your partner, we are committed to conducting quality research, developing impactful injury prevention programs, providing meaningful communication tools that can be locally adapted, and advocating for changes in legislation where necessary. We provide these resources to our network members at no cost so that together we can reduce the number of unintentional injuries and injury related deaths to children. We hope that our service to your organization is valued as deeply as we value your participation in Safe Kids.

To prepare for our work in the years ahead, we are asking all members of the network to operate under the same coalition agreement. Currently there are various forms of the agreement that were put into place over the 26 years of our operations. Last June we announced that new coalition agreements would be forthcoming and that we would also have a change to our current coalition network structure. We are now asking all partners to operate under a coalition agreement and eliminating the recognition of chapters. We understand that many of the chapters are doing great work in their communities and we encourage all to transition to becoming a coalition if the support and resources are available in their community. In the instance where a chapter finds it challenging to meet the coalition requirements, we are asking that a state coalition or local coalition close by partner with them in order to continue injury prevention efforts in the community they serve. And we also encourage those chapters to contact Safe Kids staff to discuss any challenges they might be facing. Our team realizes that building capacity takes time and we will continue to work with everyone throughout this transition period.

While we have been communicating informally about this change in recent months, we are now ready to formally ask all coalitions to complete the new coalition agreement. The new agreement does not change the basic terms of our relationship. It spells out in clear terms our responsibilities and obligations to a coalition along with the responsibilities and obligations of a lead organization. It also provides clear terms for the use of Safe Kids logos and trademarks, and grants the lead organization a royalty free license to use.

Our team has developed a series of webinars for the coalition network that provide an overview of the new agreements and a presentation that can be shared with lead agencies or coalition board members. Our goal is to have the new agreements completed by May 30, 2014. We will work closely with coordinators and their lead agencies to help meet this target date. If you have any questions about the new agreement, please email coalitionagreements@safekids.org. As current chapters are assessing their next steps, we ask that all chapters communicate their intentions to our team by April 1, 2014 so that we will know if chapters are planning to transition to a coalition or if you need any advice or assistance on next steps.

In closing, I want to extend my sincere thanks to you for the tireless effort you make to advance our shared mission. The work you do in your community inspires and motivates the team at the Safe Kids Worldwide offices to work even harder in support of your efforts.

Sincerely,

Kate Carr

President and CEO, Safe Kids Worldwide



safekids.org

Safe Kids Worldwide Coalition Agreement

This Coalition Agreement (“Agreement”), entered into as of April 1, 2014, is intended to formalize the relationship between Safe Kids Worldwide, with its principal place of business located in Washington, D.C. (“Safe Kids” or “SKW”), and the City of Lincoln on behalf of the Lincoln-Lancaster County Health Department (“Lead Organization”) for the formation of a local coalition called Safe Kids Lincoln-Lancaster County.

Section I

About Safe Kids Worldwide and the Coalitions

Safe Kids Worldwide is a global organization dedicated to protecting children from unintentional injuries, the number one cause of death to children in the United States. Since 1988, Safe Kids has helped reduce the U.S. childhood death rate from unintentional injury by 55 percent.

Safe Kids works with global partners and an extensive network of state and local coalitions in the United States to reduce traffic injuries, drowning, falls, burns, poisonings and more. State coalitions lead statewide programmatic efforts, assist Safe Kids with establishing and maintaining new local coalitions and oversee the activities of local coalitions within the Territory, coordinate advocacy efforts, collect data and conduct media outreach. Local coalitions, with support from Safe Kids and state coalitions, conduct multifaceted childhood injury prevention efforts. Safe Kids’ staff works to support the efforts of state and local coalitions, as well as international partners, with research, evidence-based programs, best practices, as well as guidance in advocacy, public relations and development (see Attachment A – Safe Kids Worldwide Organization Chart).

While Safe Kids provides national media, public policy and program leadership, the local coalitions under the supervision of the Lead Organization and state coalitions as applicable decide how to implement childhood injury prevention efforts in their own communities. The local coalitions are responsible for implementing multifaceted strategies of public awareness, education, public policy and community activities in ways best suited to solving the problems particular to their localities.

Section II

Safe Kids Worldwide Responsibilities and Obligations

To facilitate the accomplishment of common goals in an effort to reduce childhood injury, Safe Kids agrees to do the following:

1. Develop and provide comprehensive program manuals and support materials on a multitude of child injury risk areas, and provide those materials and resources to the Lead Organization at minimal or no cost whenever possible.
2. Work with national media, policymakers and corporations, as well as other national organizations, to build strong and effective support for childhood injury prevention programs.

3. Provide opportunities for coalitions to apply for grant funding from Safe Kids, when such funding is available. Grant processes are competitive, and Safe Kids does not guarantee that grant funding will be awarded to each coalition that applies for such funding.
4. Provide support through telephone consultations, webinars, and, when possible, site visits, conferences and training programs. Through regular communications, Safe Kids will also provide: expert recommendations; up-to-date information and resources on injury prevention topics; partner activities; grant opportunities; training; and organizational updates.
5. Provide customizable communications materials on child injury risk areas for distribution, and maintain a comprehensive up-to-date website on child injury prevention.
6. Provide advocacy materials and consultation assistance on state and local policy initiatives.
7. Provide opportunities for Lead Organization to collaborate on fundraising when mutually beneficial (e.g. Safe Kids Day).
8. Provide opportunities for Lead Organizations to collaborate on research on child injury trends and program evaluation.
9. To the extent able, provide in some limited cases, general liability insurance for specific special registered Safe Kids programs or events, but only to the extent liability arises from the materials provided by Safe Kids for such program or event.
10. License the Lead Organization to use the trademarks and service marks owned by Safe Kids (including any and all variations and combinations thereof) attached hereto as Attachment B (each a "Mark" and collectively the "SKW Marks" or "Marks") and to grant sublicenses, solely for purposes of, and in a manner consistent with, attaining the goals and objectives of Safe Kids (collectively, "Authorized Activities").
11. Provide the Lead Organization with Coalition Logo formats to be used in connection with the Lead Organization and Coalition activities pursuant to the trademark license provisions of this Agreement.
12. Authorize the Lead Organization and Coalition to register in its own name domain names that include the Safe Kids name and to use trade names that include the Safe Kids name consistent with the terms of this Agreement, provided that Lead Organization notifies Safe Kids of all such uses and domain names and provides the registrant information for any registered domains and social media accounts (See Exhibit 2 attached hereto). In certain limited cases, Safe Kids may allow the creation of non-profit entities that include "Safe Kids" in the name; provided that prior to creating any such entity the Lead Organization receives the prior written approval of Safe Kids. In such cases, Lead Organization agrees to enter into a sublicense agreement with such entity in the form provided by Safe Kids related to use of the SKW Marks.
13. Safe Kids will indemnify and hold harmless Lead Organization and any of its directors, partners, officers, trustees, employees, agents, successors, and permitted assigns from and against any loss, damage or expense arising from any claim, suit, judgment or proceeding

brought or asserted by any third party arising out of or in connection with: (i) any use of the SKW Marks by Lead Organization that is authorized expressly by this Agreement; and (ii) any material breach by Safe Kids of its agreements, representations, warranties or covenants set forth in this Agreement.

Section III

Lead Organization Responsibilities and Obligations

In exchange for the above-mentioned services provided by Safe Kids, Lead Organization agrees to do the following:

1. Build a broad-based, structured community coalition, called **Safe Kids Lincoln-Lancaster County** (the "Coalition"), with the mission to reduce unintentional childhood injuries through a multifaceted strategy of public awareness, education, public policy advocacy and community action in Lancaster County, Nebraska (the "Territory"). Safe Kids outlines activities and practices coalitions can undertake to build an effective and efficient coalition in the Coalition Performance Assessment Tool (see Attachment C, incorporated herein for reference).
2. Identify a paid staff person, who shall devote at least 20 hours per week on average to Coalition activities, to serve as the Coalition coordinator ("Coalition Coordinator") and to be primarily responsible for overall Coalition coordination. These responsibilities may already be a part of the Coalition Coordinator's ongoing work in childhood injury prevention or health promotion. The Coalition Coordinator will serve as the primary liaison between the Lead Organization, Coalition and Safe Kids, and be responsible for meeting the reporting requirements of Safe Kids. Lead Organization will provide office space, storage space, administrative support and basic equipment, including, but not limited to, phone, fax access, Internet access and e-mail services, to the Coalition Coordinator. The Lead Organization may change the Coalition Coordinator from time to time by providing written notice to Safe Kids in accordance with Section V.2 specifying the name and contact information for the new Coalition Coordinator.
3. Engage in outreach to and respond to requests from organizations and individuals that would be likely to participate in the efforts of Safe Kids and the Coalition.
4. Unless prohibited by law or by its governing documents, oversee the Coalition's efforts to secure and raise funds and in-kind contributions to ensure implementation of Coalition activities.
5. Provide the necessary resources for the Coalition Coordinator or designated Coalition representative to attend the Safe Kids Worldwide Childhood Injury Prevention Conference, including, but not limited to, the necessary time to attend the conference.
6. Submit the annual coalition self-assessment, by the designated due date to Safe Kids outlining the activities undertaken by the Lead Organization and Coalition in connection with Safe Kids. In addition, upon request, the Lead Organization, through the Coalition Coordinator, will provide Safe Kids and the relevant state coalition, if applicable, with copies of the following documents: activity reports, locally produced materials, including samples of materials that incorporate the SKW Marks, and other documents as may be reasonably requested.

7. Comply with the Safe Kids Worldwide Brand Guidelines (See Attachment D) and trademark licensing and sublicensing requirements when producing program materials or otherwise using the SKW Marks. Include the Coalition logo provided by Safe Kids in all materials related to Coalition activities.
8. Promptly notify Safe Kids of any requests from for-profit or other organizations or businesses interested in supporting Safe Kids and its mission.
9. Lead Organization (the "Indemnifying Party") agrees to defend and indemnify Safe Kids, its employees, officers, directors, members, affiliates, assigns or successors (the "Indemnified Parties") and hold the Indemnified Parties harmless against any and all third-party claims, causes of action, suits, losses, damages, judgments, awards, petitions, demands, liabilities, costs and expenses (including reasonable attorneys' fees) to which the Indemnified Parties may become subject as a result of claims made against the Indemnified Parties arising from or as a result of the Indemnifying Party's or its employee's or agent's: (a) breach or nonperformance of this Agreement including improper use of the SKW Marks; (b) infringement or alleged infringement of the intellectual property rights of a third party; (c) negligence or willful acts or omissions; (d) any alleged or actual violation of applicable law, rule or regulation related to the Indemnifying Party's obligations under this Agreement; and (e) any events or activities of the Indemnifying Party undertaken in connection with this Agreement or related to Safe Kids; provided, however, that this indemnification shall not apply to any claims or actions resulting solely from the negligent or willful misconduct of the Indemnified Parties.
10. Lead Organization cannot assign, subcontract or delegate its rights, responsibilities or duties under this Agreement, except as to providing a sublicense to use the SKW Marks, without the prior written consent of Safe Kids, which consent Safe Kids may withhold in its discretion.

Section IV

Trademark License

1. Safe Kids owns the SKW Marks shown at Attachment B, for use in connection with the Authorized Activities together with the goodwill symbolized by the Marks, and has the exclusive right to use and to license others to use the Marks.
2. License Grant. Safe Kids grants to Lead Organization a nonexclusive, royalty free license, with an obligation to monitor proper use of the SKW Marks by local coalitions under its control and the limited right to enter into a sublicense with local Coalitions established as separate nonprofit entities, the right to use the SKW Marks in connection with the Authorized Activities in this Agreement in the Territory. Safe Kids expressly retains any right to use and/or further license and sublicense the Marks during the term of this Agreement.
3. Ownership. Lead Organization acknowledges that Safe Kids owns all right, title and interest in and to the SKW Marks and agrees that it will do nothing inconsistent with such ownership, including applying to register the Marks or any variations thereof with any tribunal or other entity without the prior written permission of SKW. Lead Organization further acknowledges that nothing in this Agreement shall give Lead Organization any right, title or interest in the Marks other than the right to use the Marks in accordance with this Agreement and that any benefit or value added to the Marks as a result of Lead Organization's use shall inure to the

benefit of Safe Kids. Lead Organization shall not use the Marks in combination with any other mark except as approved by Safe Kids.

4. Quality Maintenance; Form of Use.

- (a) Quality Control. Safe Kids has the right to supervise the nature and quality of the services provided by Lead Organization and any local coalitions using the Marks pursuant to this Agreement. Lead Organization agrees to maintain the high quality of the Authorized Activities provided and activities offered during the term of the Agreement and to ensure that any authorized or sublicensed use complies with the quality control provisions of this Agreement. Lead Organization will provide Safe Kids with representative examples of use of the Marks in connection with its reporting obligations and Lead Organization agrees to comply with the Safe Kids Worldwide Brand Guidelines.
- (b) Lead Organization will not use, or allow others to use the SKW Marks in any manner that would, in the sole discretion of Safe Kids, dilute or tarnish the Marks.
- (c) Lead Organization will cause all uses of the SKW Marks hereunder to bear the registered service mark notice "®" as appropriate.
- (d) Lead Organization will comply in all material respects with any applicable laws and regulations and shall obtain all appropriate government approvals pertaining to the performance, sale, distribution, promotion and advertising of the services and/or activities offered.
- (e) From time to time, the parties may amend Attachment B, in writing, to add further Safe Kids-owned marks and/or to delete any existing Marks.

5. Representations and Warranties.

- (a) Safe Kids represents and warrants that (i) it possesses all necessary rights to enter into this Agreement; (ii) it is the exclusive owner of the Marks; (iii) to the best of Safe Kid's knowledge, there is no pending or threatened litigation challenging Safe Kid's rights in and to the Marks or any adverse rulings by any tribunal regarding the same; and (iv) to the best of Safe Kids's knowledge, Lead Organization's use of the Marks in connection with the services/activities, as authorized by this Agreement, will not infringe any rights of any third parties, including, but not limited to, intellectual property rights arising under the laws of any jurisdiction.
- (b) Lead Organization represents and warrants that (i) it has the full right to enter into this Agreement and fulfilling its obligations hereunder does not infringe on the rights of any person or entity; (ii) it shall comply in all material respects with any applicable laws and regulations and shall obtain all appropriate government approvals pertaining to the performance, sale, distribution, promotion and advertising of the services; and (iii) it shall use the Marks solely in accordance with this Agreement.

6. Infringement.

- (a) The parties agree to cooperate in their efforts to defend and protect the rights in and to the Marks. Lead Organization shall promptly notify Safe Kids in writing of any potential or actual

infringements of such rights as may come to its attention. In the event of any potential or actual infringement, Safe Kids reserves the exclusive right, but is not required, to take any legal action or other measures to protect the Marks against such infringement. Lead Organization shall cooperate with Safe Kids in any such actions or measures at Safe Kids' request and sole expense. Licensee shall take no legal action or any other measures to protect the SKW Marks without first obtaining Safe Kid's prior written approval.

- (b) Lead Organization shall promptly notify Safe Kids in writing of any infringement claims made by third parties, as may come to Lead Organization's attention, pertaining to Lead Organization's or any sublicensee's right to use and/or Safe Kids' ownership of the SKW Marks. In the event of any such infringement claims, Lead Organization shall cooperate with Safe Kids in defending Safe Kids' rights in and to the SKW Marks against such claims at Safe Kids' request and sole expense.

Section V

Miscellaneous Provisions

1. Term: The term of this Agreement shall commence July 1, 2014 and shall continue for a period of four (4) years ending June 30, 2018. The Agreement can be extended for an additional four year term upon mutual written agreement of the parties hereto.
2. Termination:
 - (a) By Safe Kids. This Agreement may be terminated by Safe Kids, upon thirty (30) days' written notice to Lead Organization, upon the occurrence of: (i) a material breach of this Agreement by Lead Organization; or (ii) any activity or event hosted, sponsored or supported by the Lead Organization or Coalition that Safe Kids determines, in its reasonable discretion, irreparably damages the reputation of Safe Kids and/or the relationship between Safe Kids and the Lead Organization.
 - (b) By Either Party. Either party may terminate this Agreement, with or without cause, by giving the other party thirty (30) days' written notice of its intention to terminate.
 - (c) Effect of Termination. Upon a termination of this Agreement, the parties agree as follows:
 - (i) Neither party shall have any further obligation under this Agreement, except for any liabilities or obligations accruing prior to the date of termination, and such obligations as are intended to survive pursuant to the terms of this Agreement.
 - (ii) Lead Organization shall:
 - a. immediately discontinue all use of the SKW Marks;
 - b. use best efforts to promptly return (but in any event no later than thirty (30) days after the effective date of termination) to Safe Kids: (1) all documents and other materials that bear the SKW Marks or in any way relate to Safe Kids pursuant to the terms of the trademark licensing provision in Section IV; and (2) all undistributed or unspent monies, materials, products or other goods provided to the Lead Organization by Safe Kids;

- c. promptly change the Lead Organization's name and Coalition names to remove "Safe Kids" and/or any of the SKW Marks, if such are used in the trade or company name of the Coalition, but no later than thirty (30) days after the effective date of termination;
- d. immediately assign any domain names or social media accounts registered by the Lead Organization or with the permission of the Lead Organization by the Coalitions that include the Safe Kids name to Safe Kids within thirty (30) days following the effective date of termination;
- e. immediately terminate the membership of all Coalition members;
- f. terminate all sublicense agreements between Lead Organization and Coalition; and
- g. uninstall from any and all websites under Lead Organization's control or the control of Coalition members the SKW Marks and any marks or names confusingly similar thereto.

(iii) The license granted hereunder by Safe Kids to Lead Organization (1) to use the SKW Marks and (2) to sublicense use of the SKW Marks, shall terminate effective as of the termination date of this Agreement.

3. Notices: All notices, requests and other communications hereunder shall be in writing, and delivered in person or by certified or registered mail, postage prepaid and return receipt requested, or by national overnight courier service, addressed as follows (or to such other place or places as a party may designate in writing in accordance with this section):

If to Safe Kids:	Safe Kids Worldwide 1301 Pennsylvania Avenue, NW Suite 1000 Washington, DC 20004 Attn: Sr. Manager US Coalition Network
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If to Lead Organization: At the Address set forth in Exhibit 1

The date of delivery shall be: actual delivery in the case of personal delivery or courier delivery or the third (3rd) business day following deposit of notice served by U.S. mail.

- 4. Governing Law: This Agreement shall be interpreted, governed and construed in all respects by the laws of the District of Columbia without regard to its conflicts of law provisions.
- 5. Waiver: Failure to insist upon strict compliance with any of the terms, covenants, or conditions of this Agreement shall not be deemed a waiver of such terms, covenants, or conditions. No waiver of any term, covenant or condition of this Agreement shall be deemed to imply or to constitute a further waiver of the same or any other condition or covenant of this Agreement.
- 6. Independent Contractors: Except as otherwise provided herein, nothing in this Agreement shall be construed as creating any partnership, joint venture or agency relationship between the parties or as otherwise restricting or affecting the independent control of either party over its own operations.
- 7. Amendment: This Agreement may be amended, supplemented or modified only by an instrument signed by both parties.

8. Severability: If any term or provision of this Agreement shall be deemed to be in violation of any federal, state or local law or regulation governing the subject matter of this Agreement, then such term or provision shall be deemed severable from this Agreement and will not affect the validity or enforceability of the remaining terms and provisions hereof that reasonably can be given effect apart from the invalid or unenforceable part, and there shall be substituted for the unlawful of unenforceable provision a similar provision as would be lawful.

9. Entire Agreement: This Agreement, including any attachments, exhibits or schedules referred to herein and attached hereto, contains the entire agreement between the parties with respect to the subject matter hereof and thereof. This Agreement supersedes all prior agreements, arrangements and undertakings, whether oral or written, and all other communications between the parties with respect to the subject matter hereof.

10. Counterparts: This Agreement may be executed in any number of counterparts, each of which shall be an original and all of which shall together constitute one agreement.

ATTACHMENTS:

- Attachment A – Safe Kids Organization Chart
- Attachment B – Safe Kids Marks
- Attachment C – Annual Coalition Performance Assessment Tool
- Attachment D – Safe Kids Worldwide Brand Guidelines

- Exhibit 1 – Lead Organization Contact Information
- Exhibit 2 – Registered Domains and Nonprofit Entities

IN WITNESS WHEREOF, the parties have caused this Agreement to be executed by their duly authorized representatives as of the date first written above.

Safe Kids Worldwide

City of Lincoln on behalf of the
Lincoln-Lancaster County Health Department

By: _____
 Print
 Name: Kathleen Carr
 Title: President and CEO
 Date: _____

By: _____
 Print
 Name: Chris Beutler
 Title: Mayor of Lincoln
 Date: _____

EXHIBIT 1

LEAD ORGANIZATION CONTACT INFORMATION

Please type or print:

Lead Organization Lincoln-Lancaster County Health Department

Lead Organization's Employer Identification Number: 47-6006256
(Or the Coalition's fiscal agent's EIN, if different from the lead organization)

Mailing Address 3140 'N' Street
 Lincoln, Nebraska 68510

Shipping Address
(if different) _____

Coalition Coordinator's Name Brian Baker

Coordinator's Phone Number (402) 441-8046

Coordinator's Fax Number (402) 441-8323

Coalition E-Mail Address bbaker@lincoln.ne.gov

Coalition Coordinator's direct supervisor Charlotte Burke

Supervisor's title, department Division Manager, Health Promotion & Outreach

Supervisor's phone number (402) 441-8011

Supervisor's email cburke@lincoln.ne.gov

EXHIBIT 2

REGISTERED DOMAIN NAMES AND NONPROFIT ENTITIES

If any of the following use SKW Marks, please provide relevant information.

Website Domain name: safekidslincoln.org
Owner: Lincoln-Lancaster County Health Department
Date Registered: June 2010

Facebook URL: facebook.com/safekidslincoln
Name and Email for administrators of Facebook page: Janette Johnson,
janette.johnson@lincoln.ne.gov
(Please include one additional person from the lead agency as an administrator.)

Twitter Handle
Username and Password

Pinterest
Username and Password

You Tube Account:
Username and Password

Nonprofit Entity:
Subsidiary of:
State: