



2007-2008

SHOES THAT FIT PARTICIPATION AGREEMENT

This is a Participation Agreement between Shoes That Fit, a California nonprofit public benefit corporation, and _____, (Volunteer) in cooperation with _____, (the Sponsor).

The Sponsor may be an individual who is organizing this effort in their community.

BASIC PRINCIPLES:

- Shoes That Fit has created a program to match schoolchildren in need (K-12) with donors who wish to provide new shoes and other new clothing items to the children in an effort to enhance the children's self-esteem and improve their performance in school.
- Shoes That Fit has publicized its program and activities and has become nationally known for its success in assisting children in need.
- Shoes That Fit intends to preserve and protect its reputation and the integrity of its program.
- Shoes That Fit has developed materials and methods (including name and logo) which are its intellectual property and which shall not be duplicated or utilized without its consent.
- Shoes That Fit desires to share its program and materials with other responsible groups to enable them to implement a Shoes That Fit program in their communities.
- New shoes and other clothing items purchased in any Shoes That Fit program must be distributed only to children in need, regardless of age, sex, race, religion, ethnicity, disability, or other discriminatory characteristic, and such distribution cannot be made in connection with any ideological or religious campaign or objective.
- Volunteer/Sponsor wishes to become a local participating Chapter of Shoes That Fit and to implement the Shoes That Fit program in Volunteer/Sponsor's community and agrees to comply with these Basic Principles and with this Agreement.

AGREEMENT

VOLUNTEER/SPONSOR RESPONSIBILITIES:

- Volunteer will create a Sponsor group (which may have as few as one person) to implement the Shoes That Fit program. The names and addresses of all Volunteers working with the Sponsor shall be provided to Shoes That Fit and will thereafter be updated promptly to reflect any changes.
- Volunteer/Sponsor is responsible for providing funds to pay for Sponsor's minor operating expenses (such as a bulletin board, photocopying costs, 3x5 cards & push pins).
- Sponsor will match itself with a local school and will promptly provide Shoes That Fit the name and address of the school, and the name and telephone number of the school liaison.
- **Shoes That Fit requires that all personal contacts with any child beneficiary of this program be by appropriate school personnel only. Under no circumstances will Volunteer or Sponsor be permitted to be alone with any child involved with this program at any time.**

USE OF INTELLECTUAL PROPERTY:

- Shoes That Fit will make available its materials, which are protected by copyright, trademark, trade name or otherwise, to Sponsor, and Sponsor agrees to use such items and all intellectual property embodied therein, in such a way as to preserve and protect the intellectual property rights of Shoes That Fit.
- Sponsor is hereby granted a limited license to use the trademarks, trade names, copyrighted materials including logo, pamphlets, brochures, announcements and other items reflecting or containing the intellectual property of Shoes That Fit exclusively in Sponsor's effort to implement the Shoes That Fit program and for no other purpose, and Sponsor shall notify Shoes That Fit and receive its written consent if any other materials will be used in the Sponsor's Shoes That Fit activities. The limited license shall expire and Sponsor shall have no further right to use Shoes That Fit's intellectual property upon and after the termination of this Agreement
- Sponsor's limited license permits it to use the name "Shoes That Fit" without altering or amending it in any way, and not otherwise.

