



## MEMORANDUM OF UNDERSTANDING – *Tap Handle Partner Brewery*

### National Pediatric Cancer Foundation and Tap Handle Brewery Partner

This **MEMORANDUM OF UNDERSTANDING** (MOU) is entered by and between the **National Pediatric Cancer Foundation, Inc.**® (hereinafter referred to as “NPCF”) and \_\_\_\_\_, hereinafter, **Brewery Partner**, (Brewery name and location is designated on their respective digital sign-up form).

#### I. **PURPOSE:**

The purpose of this MOU is to develop and expand a general framework of cooperation between the NPCF and **Brewery Partner** as we look to establish a cooperative working relationship through the creation of this MOU and have a successful campaign.

#### II. **DONATION CAMPAIGN TERM:**

A. **Brewery Partner** State will be designated on the digital sign-up form.

B. Campaign Term is designated by State as follows:

1. Florida: January 1, 2024 through January 31, 2024
2. North Carolina: April 1, 2024 through April 30, 2024
3. Texas: August 1, 2024 through August 31, 2024

#### III. **OBJECTIVES:**

- A. To engage **Brewery Partner** and NPCF customers through a donation campaign to help increase business,
- B. To hopefully generate increased revenue for both parties, and
- C. To raise awareness of pediatric cancer and pediatric cancer research with co-branded messages,

#### IV. **RESPONSIBILITIES:**

A. The NPCF agrees to:

1. Provide the design and content (in conjunction with Brewery Partner) for both email and print promotional items,
2. Create a press release for Brewery Partner (attached in the digital packet),
3. List Brewery Partner on its Brewing Funds the Cure® web page,
4. Send promotional kit to Brewery Partner (tap handle, table tents, coasters),



5. Offer employees educational material about NPCF and Brewing Funds the Cure<sup>®</sup>
6. Provide ongoing support and advice regarding events, marketing, and other aspects of the partnership.

**B. Brewery Partner agrees to:**

1. Promote and administer marketing efforts in conjunction with NPCF to promote the program,
2. Connect via social media and promote partnership through channels (all links included in digital assets link provided by NPCF),
3. Promote via sending the press release (Created by NPCF – in the digital assets provided) to as many media contacts as possible,
4. Choose any beer on your tap wall (or create one specific to the campaign) and place the Brewing Funds the Cure Tap Handle as the handle used to pour that chosen beer,
5. Sell chosen beer for your state’s specific designated month, and agrees to donate at least \$1 per pour (“*proceeds*”) to the NPCF.

**V. USE OF NPCF AND/OR BREWERY TRADEMARKS/LOGOS:**

Both parties may from time to time grant each other the right to use trademarks, trade names, service marks, or logos via prior use review and written approval for each use. This agreement is not an “exclusive branding guarantee” by NPCF – meaning, NPCF may incorporate other brands as part of its cause marketing platform. Both parties are not entitled to alter, edit or amend any IP rights that are granted from the Other Party under this Agreement.

The parties agree to the following terms in connection with the use and reproduction of NPCF logos, trademarks, copyright-protected materials, trade names, and service marks (collectively, “Intellectual Property”) associated with this MOU. This MOU does not convey any rights with respect to NPCF’s Intellectual Property, nor does it convey any rights with respect to Brewery Partner’s Intellectual Property, except as follows:

- 1.1 Brewery Partner may not change substantively any content materials without the prior approval of NPCF as the owner of the content NPCF produces as well as any NPCF Intellectual Property.
- 1.2 NPF may not change substantively any Intellectual Property prior owned by Brewery Partner.
- 1.3 Neither party is authorized to sell, assign, license, sublicense, or otherwise transfer



the other party's Intellectual Property to any third party, or to reproduce NPCF's Intellectual Property, including copyrighted protected materials for use in collaboration with any third party, without NPCF prior written approval.

1.4 Brewery Partner will submit to NPCF for approval (which approval shall not be unreasonably withheld) all materials and publications incorporating NPCF Intellectual Property.

2.0 NPCF hereby grants Brewery Partner a license to use the NPCF logo and name, the "National Pediatric Cancer Foundation®" and Brewing Funds the Cure® logo, the NPCF Sunshine logo® trademark (collectively, the "Mark"), and materials provided by NPCF to Brewery Partner related thereto to this MOU and its participation in the tap handle program in the manner as set forth below on the following terms and conditions:

2.1 NPCF grants to Brewery Partner a non-exclusive, non-transferable, non-assignable, time-limited (see section 2.4), and royalty-free license to use the Mark and to incorporate or reproduce the Mark into promotional materials for the purposes of the tap handle program, and any works created by Brewery Partner for the purpose of this MOU only.

2.2 Brewery Partner acknowledges and appropriately attributes to NPCF ownership of the Mark. NPCF acknowledges and appropriately recognizes no ownership of any intellectual property prior to or currently owned by Brewery Partner, its parent company, its subsidiaries, or affiliates. Brewery Partner agrees that all materials he issues in connection with this MOU referencing the Mark or the NPCF name, must clearly and prominently state, as approved by NPCF, the following language, "National Pediatric Cancer Foundation, Inc. and its Sunshine logo as a registered trademark, designed, developed, and owned by the National Pediatric Cancer Foundation, Inc."

2.3 Brewery Partner may use the Mark for all purposes in furtherance of its participation in the tap handle program.

2.3.1 NPCF may use Brewery Partner's name, image, and likeness in connection with the promotion of his participation in the events outlined in this MOU. Brewery Partner will allow its name and likeness to be used by the NPCF in the promotion of NPCF Brewing Funds the Cure initiatives. NPCF shall properly attribute any registered and licensed trademarks owned by Brewery Partner.

2.4 The term of the license granted by NPCF to Brewery Partner, as outlined in section 2.1, is granted from Click or tap to enter a date., through and including Click or tap to enter a date..

3.0 The provisions of this section shall survive the termination or expiration of this agreement.



NATIONAL  
**PEDIATRIC CANCER**  
FOUNDATION  
RISE UP FOR A FASTER CURE



## VI. PAYMENT:

**Brewery Partner** agrees to donate *Proceeds* from sales from the Tap Handle program (and/or other related fundraising events/activities) directly through the Brewing Funds the Cure donation page ([Brewing Donation](#)) with the name of **Brewery Partner** in the “Company” information field, or by mail via check to the address below within 30 calendar days of completion of the Tap Handle program campaign.

**National Pediatric Cancer Foundation**  
**Attn: Brewing Funds the Cure**  
**5550 West Executive Drive, Suite 200**  
**Tampa, FL 33609**

## VII. CONFIDENTIALITY:

This is a confidential document, and it may not be shared with anyone outside **NPCF** and **Brewery Partner** without the express prior written consent of both parties.

## VIII. RIGHT TO TERMINATE:

- A. Breach: In the event either party breaches any provision of this agreement, and such breach continues for a period of thirty (30) days after the defaulting party has been notified in writing of the default by the other, then the non-defaulting party may terminate this agreement forthwith.
- B. Bankruptcy: Either party may terminate this agreement with thirty (30) days' notice upon the filing of a bankruptcy proceeding or the insolvency of the other party.
- C. Discontinuance of Program: Either party may discontinue the agreement at their own discretion and upon written notice within and up to ninety (90) days after agreement execution.

## IX. REPRESENTATIONS:

- A. **Brewery Partner** represents to **NPCF** that:
  - 1. It is authorized to enter into this Agreement, and it is not under any pre-existing obligation which prohibits it from entering into this Agreement.
  - 2. It is a corporation duly organized and validly existing under the laws of the State of Florida and is in good standing therein.
  - 3. Brewery Partner and its employees and agents shall comply with all applicable laws, regulations, and ordinances (international, national, federal, state, local, or otherwise) in the course of and as applicable to the performance of Brewery Partner obligations under this Agreement.



**B. NPCF represents to Brewery Partner that:**

1. It is authorized to enter into this Agreement, including granting the rights noted herein, and it is not under any pre-existing obligation which prohibits it from entering into this Agreement.
2. It is a 501(c)3 nonprofit corporation duly organized and validly existing under the laws of the State of Florida, and NPCF maintains good standing therein.
3. NPCF shall use its best efforts to accommodate the fulfillment of Brewery Partner sponsorship rights in this Agreement.
4. NPCF and its employees and agents shall comply with all applicable laws, regulations, and ordinances (international, national, federal, state, local or otherwise) in the course of and as applicable to the performance of NPCF's obligations under this Agreement.

**X. INDEMNIFICATION:**

- A. NPCF shall indemnify and hold **Brewery Partner** and its affiliates, officers, directors, employees, and agents harmless from and against any and all claims, liabilities, costs and expenses, including reasonable attorneys' fees, arising out of (i) any intellectual property infringement (such as trademark or copyright) based on any materials provided by NPCF including, without limitations, the NPCF logo; (ii) a breach of any of its warranties, representations or agreements set forth herein; and (iii) NPCF's negligence or willful misconduct. NPCF will obtain its own special event insurance liability coverage, as necessary, to cover any NPCF-related liability.
- B. **Brewery Partner** shall indemnify and hold NPCF harmless from any and all claims, liabilities, costs, and expenses, including reasonable attorneys' fees, arising out of (i) any intellectual property infringement (such as trademark or copyright) based on any materials provided by **Brewery Partner** including, without limitation, the (ii) a breach of any of its warranties, representations or agreements as set forth herein, or (iii) **Brewery Partner's** negligence or willful misconduct.

**XI. LIMITATION OF DAMAGES:**

Neither party shall be liable to the other party for any consequential, special, incidental, exemplary, punitive, or similar damages arising from or because of any breach of this agreement, even if such party has been advised of the possibility of such damages.



**XII. FORCE MAJEURE:**

Neither party shall be liable for failure to comply with any of the terms and conditions of this Agreement when such failure to comply has been caused by fire, labor dispute, strike, war, insurrection, terrorism, government restrictions, natural disasters, weather, acts of God or other circumstances beyond the reasonable control of the parties (a “force majeure”). The party affected by such force majeure shall give prompt notice to the other party of such force majeure and shall take steps reasonably necessary under the circumstances to attempt to relieve the effect of such force majeure.

**XIII. RELATIONSHIP OF PARTIES:**

- A. NPCF and **Brewery Partner** shall, at all times, be independent contractors with respect to each other, and this MOU shall not constitute either as the agent, partner, or legal representative of the other for any purpose whatsoever.
- B. This MOU in no way restricts the parties from participating with other public or private agencies, organizations, and individuals. Both parties recognize the importance of continuing cooperation and participation with nongovernmental organizations, corporations, and institutions in programs of mutual interest.

**XIV. ASSIGNMENT:**

Neither party may transfer or assign this Agreement without the express written consent of the other party (which consent shall not be unreasonably withheld), provided that such consent shall not be required in the event of assignment to a wholly owned subsidiary or a successor to all or substantially all the business of the assigning party relating to this Agreement.

**XV. AMENDMENT AND MODIFICATION:**

This Agreement may not be amended or modified in any respect except in writing, signed by a duly authorized officer or agent of each party.

**XVI. WAIVER:**

The failure of either party at any time to demand strict compliance by the other party regarding any of these terms, covenants or conditions of this Agreement shall not be construed as a continuing waiver or relinquishment of any rights granted by this Agreement. Each party may at any time demand strict and complete performance by the other of the terms, covenants and conditions of this Agreement.



**XVII. ENTIRE AGREEMENT AND EFFECT:**

This Agreement embodies the complete agreement and understanding between the parties with respect to the subject matter hereof. All representations and negotiations relative to the matters contemplated by this Agreement are merged herein, and there are no understandings or agreements relating to the matters and things herein set forth other than those incorporated herein. Modifications must be presented via written amendment and mutual consent.

**XVIII. CONTINUING OBLIGATION:**

Termination or cancellation of this Agreement is not a release and shall not relieve either party from any obligation under this Agreement which may have accrued prior thereto.

**XIX. GOVERNING LAW:**

This Agreement shall be deemed to have been made in Florida and shall be interpreted, governed by, and enforced in accordance with Florida law. In the event that legal action is required to enforce or interpret this Agreement, the Parties agree that any legal action must proceed exclusively in a court of competent jurisdiction in Tampa, Florida, specifically the courts of the Thirteenth Judicial Circuit in and for Hillsborough County, Florida, or the U.S. District Court for the Middle District of Florida, Tampa Division. The Parties hereby waive any and all rights to pursue any judicial action in any venue or court other than those stated above. However, in the event that the courts listed above do not have jurisdiction of the proposed judicial action, the Party filing such judicial action may file it in any court that possesses jurisdiction of same. The Parties hereby expressly waive any objections to the aforementioned venues retaining jurisdiction to enforce, interpret, or apply the terms of this Agreement.

**XX. APPROVAL SIGNATURES.**

IN WITNESS WHEREOF, the parties have executed this Memorandum of Understanding as of the last written date below:

\_\_\_\_\_  
Date: \_\_\_\_\_  
*Brewery Partner Signature is confirmed through virtual submission of this document.*

\_\_\_\_\_  
Date: \_\_\_\_\_  
David Frazer  
Chief Executive Officer, National Pediatric Cancer Foundation