

## Certification Mark Use Agreement

This Certification Mark Use agreement (“Agreement”) of \_\_\_\_\_(mm/dd/yyyy) (“Effective Date”) is by and between the Children’s Environmental Health Network (“CEHN”) and *facility name:* \_\_\_\_\_, a child care service provider located at *facility location:* \_\_\_\_\_ (“Provider”).

CEHN has developed criteria to determine whether a child care service provider operates as an environmentally safer and healthier facility (the “Checklist”). Based on whether a provider fulfills the requirements of the items on the Checklist, CEHN may endorse the child care service provider’s facility as “eco-healthy” and grant the right to use the certification mark Eco-Healthy Child Care® (the “Certification Mark”; depicted below) in connection with the provider’s child care services:



Provider acknowledges CEHN’s ownership of the Certification Mark and CEHN’s exclusive right to permit or deny use of the Certification Mark based on criteria determined solely by CEHN.

Provider has reviewed the Checklist and provided CEHN with information about Provider’s fulfillment of the criteria on the Checklist. Provider represents and warrants that all such information provided to CEHN is true and accurate. Provider agrees to be randomly selected for a free site assessment with at least 48-hour notice, which includes a possible walk through conducted by a CEHN staff. Provider also agrees to notify CEHN promptly if it no longer fulfills one or more of the criteria or if information it has provided to CEHN is no longer true or accurate.

Based on the information submitted by Provider to CEHN, CEHN has granted Provider the right and continues to grant Provider the right to use the Certification Mark in connection with Provider’s child care services under the terms and conditions of this Agreement, including:

- CEHN, at its sole discretion, may change the criteria on the Checklist or develop other criteria to determine whether Provider may continue to use the Certification Mark in the future.
- CEHN will attempt to notify Provider promptly if CEHN changes the Checklist or develops other criteria for Provider’s use of the Certification Mark, but CEHN has no obligation to do so. Rather, Provider is solely responsible for keeping informed of CEHN’s then-current criteria for use of the Certification Mark, and Provider will review the Checklist from time to time by visiting CEHN’s website or by making a written request to CEHN.
- If Provider is not in compliance with CEHN’s then-current criteria for use of the Certification Mark, Provider will promptly discontinue all use of the Certification Mark including display at Provider’s child care facility or on Provider’s website.
- Provider will use the Certification Mark only in connection with child care services that have been certified by CEHN as in compliance with CEHN’s then-current criteria for use of the Certification Mark. Provider has no right to authorize a third party to use the Certification Mark or to use the Certification Mark in connection with goods or services not authorized by CEHN.

- CEHN has the right to modify the Certification Mark at its sole discretion, and Provider will use only the then-current version of the Certification Mark.
- Provider shall not modify the Certification Mark; use the Certification Mark or any similar mark as part of a domain name; use or attempt to register a mark that is confusingly similar to the Certification Mark; use the Certification Mark in a manner that diminishes or damages the goodwill, value, reputation associated with the Certification Mark or CEHN; or use the Mark in a manner or in connection with services that violate the rights of a third party or any law or regulation.

CEHN shall have no liability for any claims associated with or arising from goods or services offered by Provider. Provider agrees to hold harmless, indemnify and defend CEHN in connection with any such claim, including paying all expenses (including attorneys' fees), judgments, damages and any payments owed or made to a third party as a result of the disposition or resolution of any such claim.

Provider may terminate this Agreement by submitting written notice to CEHN and immediately discontinuing all use of Certification Mark. CEHN may terminate this Agreement:

- Immediately if Provider breaches this Agreement;
- Upon thirty (30) days written notice to Provider if Provider is not in compliance with CEHN's then-current criteria for using the Certification Mark and Provider fails to fully address all reasons for its non-compliance during that thirty-day period; or
- If CEHN discontinues the certification program or assigns this Agreement.

This Agreement supersedes all prior oral or written agreements between the parties regarding the subject matter of this Agreement, and it may be modified only by a written agreement. Nothing in this Agreement creates a partnership, joint venture, or agency relationship between the parties. CEHN may assign this Agreement at its discretion without notice to Provider. Provider may assign this Agreement only with a written permission of CEHN.

Based on good valuable consideration, the sufficiency of which is acknowledged, the parties enter this Agreement by signing below.

By: CEHN



Name: Hester Paul, M.S.

Title: National Director for Eco-Healthy Child Care

By: Provider

\_\_\_\_\_

Name: \_\_\_\_\_

Title: \_\_\_\_\_