LICENSING AGREEMENT

THIS AGREEMENT MADE in duplicate this day of 2015

BETWEEN: ADR INSTITUTE OF CANADA, INC.

(hereinafter referred to as ADRIC)

OF THE FIRST PART

AND AFFILIATE

(hereinafter called LICENSEE)

OF THE SECOND PART

WHEREAS:

1. ADRIC is the owner of certain official mark(s) as set out in Schedule A to this Agreement (the "Marks")
2. LICENSEE is a regional affiliate of ADRIC; and
3. ADRIC has agreed to grant LICENSEE the right to use the Marks and to permit LICENSEE's members to use the Marks in association with:
   a. The advertising, marketing and provision of dispute resolution services ("Services") and
   b. Related advertising and marketing materials (the "Licensed Materials")

NOW THEREFORE, in consideration of the premises and mutual covenants set forth herein, it is hereby agreed;

1. ADRIC hereby grants to the LICENSEE a non-exclusive, royalty-free license to use the Marks in association with the Licensed Materials and Services.
2. ADRIC hereby grants to the LICENSEE the right to permit LICENSEE's members in good standing to use and display the Marks in connection with Services provided by such members and in Licensed Materials to promote and advertise such services. Such permission shall be subject to terms and restrictions substantially in the form of the Members Logo Agreement attached hereto as Schedule B. With the written approval of ADRIC, LICENSEE may impose additional conditions or restrictions on the use of the Marks.
3. LICENSEE shall use and display the Marks in accordance with the usage guidelines adopted by ADRIC and provided to LICENSEE from time to time. LICENSEE shall require each of its members who are permitted to use and display the Marks to do so in accordance with the usage guidelines.
4. The LICENSEE undertakes to require its members to abide by the applicable code of ethics and/or code of conduct applicable to members of LICENSEE and to maintain the highest standards of conduct and integrity, in the publication and distribution of the Licensed Materials and performance of the Services.
5. LICENSEE shall permit ADRIC during normal business hours, to attend at the premises of the LICENSEE to inspect Licensed Materials produced by LICENSEE.

6. THIS AGREEMENT shall continue in force, without a limitation of period, so long as both ADRIC and the LICENSEE consider the LICENSEE to be a regional affiliate of ADRIC in good standing.
7. In the event that either ADRIC or the LICENSEE gives written notice that it no longer considers the LICENSEE to be a regional affiliate of ADRIC, the License hereby granted shall terminate forthwith.
8. ADRIC may terminate this Agreement, or terminate the right to use any of the Marks, at any time, upon 180 days written notice to LICENSEE.
9. Upon termination of this License, LICENSEE agrees that
   a. it shall immediately discontinue the use of the Marks and shall not, thereafter, use the Marks in any manner whatsoever without the written approval of ADRIC; and
   b. it shall immediately require each of its members to discontinue the use of the Marks.
10. ADRIC and LICENSEE may wish to extend this Agreement to cover additional official marks owned by ADRIC which it is desired to license to the LICENSEE and, in such event, ADRIC and LICENSEE agree that a letter from ADRIC to the LICENSEE shall be sufficient to extend this license and all of the terms and conditions thereof to such additional official marks.
11. The present license is personal to the LICENSEE and shall not be assigned, transferred, conveyed, or sub-licensed by the LICENSEE to a third party.

IN WITNESS WHEREOF, the Parties hereto have caused this instrument to be fully executed on this the day of 2015

ADR INSTITUTE OF CANADA, INC.	AFFILIATE
Signature: _____	Signature:
Title:	Title: Stan Galbraith. President.
Signature: _____	Signature:
Title:	Title: Paul Conway Executive Director.
Date:	Date: Dec 18th, 2015

SCHEDULE A
Licensed Marks

The new (2015) Logo prepared specifically for [AFFILIATE NAME]:
(Note: ADRIA examples shown below)

1. "Affiliate of" logo

2. Stand alone logo

3. "Wrapped logo"

4. The new " Member Logo"

5. Social Icon logos

SCHEDULE B

Member Logo Agreement

BACKGROUND:

1. The Member logo and trademarks are officially owned by the ADR Institute of Canada (ADRIC).
2. ADRIC has granted [Affiliate Name] a license to use the Marks in the advertising, promotion and provision of ADR services and has granted the [Affiliate] the right to license its members in good standing to use a form of the Marks which identify an individual as a member of the Affiliate (the Member Marks).
3. The Member identified below is a member in good standing of the Affiliate and wishes to use the Member Marks to promote the member's ADR services.

[Affiliate] hereby grants and Member hereby accepts the limited, personal, non-transferrable license to use the Member Marks subject to the following terms and conditions:

1. The Member Marks may be used only by individuals who are members in good standing of [the Affiliate].
2. [Affiliate] will provide the Member with electronic files of the currently approved format of the Member Marks.
3. The Member Marks must be reproduced only in the form approved by ADRIC and [Affiliate] from time to time, including without limitation any size and colour specifications.
4. The Member Marks may be used on the member's business cards, letterhead, printed brochures, marketing materials, social media and web site, solely to indicate membership in [Affiliate]. Member Marks shall not be used in a manner to indicate any particular qualifications or expertise or to imply an endorsement of the member by either [Affiliate] or ADRIC.
5. The Member Marks shall not be altered in any way - see guidelines.
6. There will be no fee for using the Member Marks, other than the usual [Affiliate] and ADRIC membership fees.
7. Member agrees to stop using the Member Marks and to remove them from all materials if he or she ceases to be a member of [Affiliate] or if this license is revoked or terminated for any reason. [Affiliate] may revoke or terminate this license at any time, at its sole discretion, upon written notice to Member.
8. [Affiliate] and/or ADRIC may take appropriate action to enforce any of the terms and conditions of this Agreement. For greater certainty, ADRIC may take such action, if it becomes aware that any person is using the mark improperly or without authorization.

[Affiliate Name]

Signature

Title:

Date:

Accepted and agreed.

Signature

Member Name:

Member Address:

Member Email:

Date: