

Harvard Club Compliance and Trademark License Agreement

As of December 31, 2016, President and Fellows of Harvard College (“Harvard”), located in Cambridge, MA, USA, and Radcliffe Club of San Francisco (“Harvard Club”) agree as follows:

1. Harvard is the exclusive owner of the Harvard names, logos, insignia and other marks described in the Trademark Policy section of the HAA Club Officer Handbook (“Harvard Marks”). Harvard has granted a non-exclusive license to Harvard Club to use the Harvard Marks in California only in direct connection with the activities of Harvard Club, on the terms and conditions stated in the Harvard Clubs Operating Guidelines (“Guidelines”), the HAA Club Officer Handbook (“Handbook”) and Harvard’s “Policy on the Use of Harvard Names and Insignia” referenced in the Handbook (“Policy”).
2. The Harvard Club confirms that it has complied with, and agrees that it will continue to comply with, the Handbook, the Guidelines and the Policy.
3. Harvard Club shall not register or use any business or company name, trademark, service mark, domain name or trade name, or obtain any other type of registration, containing any Harvard Mark, or any mark that may be confused with a Harvard Mark, except with the prior written approval of Harvard. Harvard Club shall not sublicense the Harvard Marks.
4. This Agreement shall continue in effect until terminated as follows:
  - Either party may terminate on 60 days’ notice to the other.
  - Harvard may terminate immediately by notice to Harvard Club if at any time Harvard Club breaches or fails to comply with any provision of the Guidelines, the Handbook, the Policy or this Agreement.

On termination, the license described in this Agreement shall end and Harvard Club shall promptly stop all use of the Harvard Marks, including any use as part of Harvard Club’s name, in all formats and media, signage, brochures, letterhead, business cards and other print materials, websites, domain names, social media sites, other digital and online sites, and other materials. Harvard Club also shall change or cancel any existing company, business or other registrations containing Harvard Marks.

5. This Agreement shall be construed and enforced in accordance with the laws of Massachusetts.

President and Fellows of Harvard College  
acting through the Harvard Alumni Association

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

Radcliffe Club of San Francisco

By Al Beckmann  
Title: Co-President

By John Appell  
Title: Co-President