AGREEMENT FOR ALLOCATION OF COSTS AND REIMBURSEMENT OF EXPENSES

This AGREEMENT FOR ALLOCATION OF COSTS AND REIMBURSEMENT OF EXPENSES (this “Agreement”), effective as of ___________ (the “Effective Date”), is by and between First Focus (“First Focus”) and First Focus Campaign for Children (“First Focus Campaign for Children”) (each a “Party” and collectively, the “Parties”).

WHEREAS, First Focus is organized and operated for charitable and educational purposes within the meaning of section 501(c)(3) of the Internal Revenue Code (the “Code”), including, but not limited to, promoting the interests of children and families;

WHEREAS, First Focus Campaign for Children is organized and operated for social welfare purposes within the meaning of section 501(c)(4) of the Code, including, but not limited to, advocating for policies, programs and legislation to promote the interests of children and families; and

WHEREAS, the Parties have agreed that it is in their mutual best interests to share certain personnel, resources and facilities in furtherance of each organization’s exempt purposes.

NOW, THEREFORE, in consideration of the mutual agreements and covenants set forth herein, and for other good and valuable consideration, the adequacy and sufficiency of which are hereby acknowledged, the Parties agrees as follows:

1. Sharing of Personnel, Resources and Facilities. Provided that the activities of each Party are and remain consistent with the overall purposes and goals of the other Party, each Party shall make available to the other Party personnel, resources and facilities on an as needed basis to perform certain programmatic, administrative or other services for the other Party.

2. License of First Focus Marks.

   (a) Grant. Subject to the terms and conditions in this Agreement, First Focus Campaign for Children hereby grants to First Focus a non-exclusive, non-transferable license for the duration of this Agreement to use the copyrights, trademarks, service marks and other intellectual property identified on Exhibit A hereto (the “First Focus Marks”) in connection with its activities (the “License”).

   (b) Ownership. First Focus acknowledges that the First Focus Marks are owned exclusively by First Focus Campaign for Children, and that all use by First Focus of the First Focus Marks shall inure to First Focus Campaign for Children’s benefit. First Focus acknowledges and agrees that First Focus’ right to use the First Focus Marks is only by virtue of this Agreement, and that First Focus shall acquire no rights in or to the First Focus Marks through First Focus’ use. First Focus shall not attack First Focus Campaign for Children’s title or any rights of First Focus Campaign for Children to the First Focus Marks, and First Focus shall assist First Focus Campaign for Children to the extent necessary in the procurement of any protection of First Focus Campaign for Children’s rights to use the First Focus Marks. First Focus Campaign for Children shall own all applications and registrations resulting from the First Focus Marks.
Focus Marks. First Focus shall not use or authorize any third party to use the First Focus Marks except as approved in advance by First Focus Campaign for Children.

(c) **Quality Standards.** First Focus agrees to maintain such quality standards as shall be prescribed by First Focus Campaign for Children in the conduct of the business operations with which the First Focus Marks are used. First Focus agrees to supply First Focus Campaign for Children with specimens of all uses of the First Focus Marks upon request. First Focus Campaign for Children shall comply with all applicable laws and regulations and obtain all appropriate government approvals pertaining to the sale, distribution and advertising of the goods and services covered by this License. First Focus will not engage in any deceptive, misleading or unethical practices that are or might be detrimental to First Focus Campaign for Children or the First Focus Marks. First Focus Campaign for Children may terminate this License at any time if First Focus fails to abide by First Focus Campaign for Children’s quality standards or otherwise breaches the terms of this License.

(d) **Infringement.** In the event that First Focus learns of any infringement, threatened infringement, or passing-off of the First Focus Marks or that any third party claims or alleges that the First Focus Marks are liable to cause deception or confusion to the public, First Focus shall notify First Focus Campaign for Children giving particulars thereof and First Focus shall provide necessary information and assistance to First Focus Campaign for Children in the event that First Focus Campaign for Children decides that proceedings should be commenced or defended.

3. **Access to Mailing Lists and Databases.** Subject to the terms and conditions in this Agreement, First Focus Campaign for Children shall make available to First Focus for the duration of this Agreement access to its mailing lists and databases including, but not limited to, the Children’s Network database.

4. **Reimbursement and Payment.**

   (a) **Method of Payment.**

   (i) In consideration of the personnel, resources, facilities and other services provided under this Agreement (but not including the license of the First Focus Marks or access to the mailing lists and databases provided by First Focus Campaign for Children under this Agreement), each Party shall pay to the other Party such amount that reflects all direct and indirect expenses incurred by the providing Party on behalf of the receiving Party. Such expenses shall include, but are not limited to, a pro rata allocation of (i) salaries and fringe benefits of the providing Party’s personnel who perform services for or otherwise assist the receiving Party in carrying out its purposes, and (ii) overhead costs of the providing Party with respect to services provided under this Agreement.

   (ii) In consideration of the license to the First Focus Marks and access to the mailing lists and databases provided by First Focus Campaign for Children under this Agreement, First Focus shall pay to First Focus Campaign for Children the amount of Five Thousand Dollars ($5,000) per month for the duration of this Agreement.
(b) **Time of Payment.** Unless otherwise agreed to by the Parties, each Party shall pay to the other Party amounts due under this Agreement on a monthly basis for the duration of this Agreement, upon receipt by the receiving Party of an invoice which sets forth the amount due and a brief description of the services and resources provided during the immediately preceding invoicing period. Amounts in arrears for more than thirty (30) days shall earn interest at the rate of one percent (1%) per month.

(c) **Additional Payment in the Event of Adverse IRS Determination.** In the event that the Internal Revenue Service (“IRS”) shall determine that the amounts paid by First Focus to First Focus Campaign for Children for goods and services pursuant to this Agreement constitute more than fair market value within the meaning of section 56.4911-3 of the IRS regulations, then First Focus Campaign for Children shall pay to First Focus the difference between the amounts paid under this Agreement and the fair market value of such goods and services as determined by the IRS.

(d) **Change in IRS Requirements.** It is the intention of First Focus and First Focus Campaign for Children that the method of calculating the receiving Party’s share of the expenses incurred by the providing Party on behalf of the receiving Party shall conform in all material respects with the requirements imposed by the IRS with respect to similarly situated organizations. In the event that either Party is advised by counsel or other tax advisor that the method of calculating each Party’s share of expenses set forth in this Agreement no longer conforms with such requirements, the Agreement shall be amended to conform with all IRS requirements.

5. **Prohibition on Political Activity.** Neither Party shall use any services, resources, personnel, or facilities provided pursuant to this Agreement to conduct any political campaign activities, as that term is used and interpreted by the IRS for purposes of sections 501(c)(3) and 527(f) of the Code.

6. **Termination.** This Agreement may be terminated by either Party at any time, upon provision of thirty (30) days’ notice in writing to the other Party.

7. **Integration; Modification.** This Agreement sets forth the entire agreement between the Parties, and replaces and supersedes all other contracts, agreements and understandings, written or oral, relating to the subject matter hereof. This Agreement may not be changed or modified except by written instrument executed by both Parties.

8. **Governing Law.** This Agreement shall be construed and interpreted in accordance with the laws of the District of Columbia, excluding any conflicts or choice of law rule or principle that might otherwise refer construction or interpretation of this Agreement to the substantive law of another jurisdiction.

9. **Assignment.** This Agreement is not assignable by either Party.

[Remainder of page intentionally left blank. Signature page follows.]
IN WITNESS WHEREOF, duly authorized representatives of the Parties have executed this Agreement as of the Effective Date.

**FIRST FOCUS**

By: 
Name: 
Title: 

**FIRST FOCUS CAMPAIGN FOR CHILDREN**

By: 
Name: 
Title: 

[Signature Page to Agreement for Allocation of Costs and Reimbursement of Expenses]
Exhibit A

First Focus Marks

- **First Focus**
  - Making Children & Families the Priority
- **First Focus**
  - Making Children & Families the Priority
- **First Focus In Focus**
  - Making the Election Count for Kids
- **In Focus**
  - The First Focus Newsletter