# Chapter Website Guidelines

1. ALA chapters are free to establish their own websites as a means of providing information to chapter members, and as a way of communicating to members and nonmembers alike concerning chapter activities. Except as set forth in these Guidelines, the Association of Legal Administrators (ALA) does not control nor have any legal or proprietary interest in chapter websites.
2. ALA’s name, logo and other identifying marks may be used in chapter websites only with the express permission of ALA. Such permission must be obtained before a chapter website goes online and examples of all proposed uses of the name, logo, etc. must be submitted to ALA Headquarters with an appropriate form of the License Agreement set forth in the ALA Chapter Management Guide. When permission to use the ALA name, logo and other identifying marks is granted, it is with the express understanding that such use shall be in conformance with ALA’s Identity Standards Guidelines. ALA may at any time, and in its sole discretion, withdraw permission for chapter use of the ALA name, logo or other marks.
3. The following disclaimer must appear, in boldface and conspicuous print, on the home page of any chapter website which refers to ALA in any way:

**The \_\_\_\_\_\_\_\_\_\_\_\_\_\_ Chapter of the Association of Legal Administrators is a separate legal entity from the Association of Legal Administrators (ALA). ALA licenses the use of its name, mark, logos and other protected properties to chapters that are in good standing. ALA disclaims all liability or responsibility whatsoever for the actions, representations and liabilities of the \_\_\_\_\_\_\_\_\_\_ Chapter, specifically including those of any nature whatsoever arising from or out of the content of other features related to the \_\_\_\_\_\_\_\_\_\_\_\_\_ Chapter website. In no event shall ALA be deemed the guarantor of the \_\_\_\_\_\_\_\_\_\_\_\_\_\_ Chapter.**

1. Chapter websites may contain links to the ALA website but such links may not be made directly to the content portion of ALA "Members Only" sections in any manner that seeks to bypass the registration portions of those sections or that otherwise affects the security of those sections. ALA may or may not, in its sole discretion, choose to establish links to a chapter website.
2. Chapters may not duplicate information from the ALA website or download such information to the Chapter website without express written permission from ALA. ALA will enforce its copyright in such materials. Chapters wishing to provide chapter member access to material in the ALA website should do so by linking to that site.
3. In constructing and publishing websites, chapters are advised to consult with legal counsel concerning matters including but not limited to copyright protection and infringement; liability for third party postings in areas such as discussion forums, security and confidentiality issues; terms of use agreements; antitrust considerations; and Internet access, URL registration and related matters.
4. Chapters that seek business partner support for chapter websites should check with ALA Headquarters to ascertain whether such contemplated support conflicts with any exclusive arrangement that ALA may have with particular business partners. Business Partner support may be treated as advertising income or otherwise be characterized as unrelated business income for federal tax purposes. Business Partner advertising may also be subject to state sales tax. Chapters should consult with their own legal counsel prior to finalizing agreements for business partner support of a chapter website.
5. ALA Headquarters staff are not in a position to provide technical support for chapter website development and maintenance, nor is headquarters in a position to make recommendations concerning service providers or other business partners. Chapters should use local contacts in these areas and should always perform due diligence and entertain requests for proposals, as they would in any service or product acquisition.
6. A License Agreement for the website must be signed between the Chapter and ALA.

# Chapter Website License Agreement

This agreement is entered into this \_\_\_\_\_\_\_ day of \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_, 20\_\_\_\_\_, between the Association of Legal Administrators (“Licensor”) and the \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_ Chapter of the Association of Legal Administrators (“Licensee”).

**WHEREAS**, Licensor is the owner of the service mark identified in Schedule A attached hereto (the “Mark”);

**WHEREAS**, Licensee desires to use said Mark in the design of a website for its members; and

**WHEREAS**, Licensor is willing to grant to Licensee a right and license upon the terms and

conditions hereinafter set forth.

**NOW THEREFORE**, in consideration of the undertakings, covenants and promises set forth

herein, the parties hereby agree as follows:

**ARTICLE 1. GRANT OF LICENSE.**

1.1 For valuable consideration received, the sufficiency of which is acknowledged, Licensor

hereby grants to Licensee, for the duration of this Agreement and subject to the conditions,

limitations and restrictions hereinafter set forth, a royalty-free, nonexclusive right and license to

use the Mark in the United States of America in the Field of Use as defined herein.

1.2 For purposes of this Agreement, “Field of Use” shall be defined to mean and include website.

**ARTICLE 2. QUALITY CONTROL.**

2.1 Licensee agrees to use the Mark only on the \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_ Chapter website in accordance with quality control standards established by Licensor.

2.2 Licensor shall have the right, from time to time and at all reasonable times, and upon

reasonable notice, to inspect the \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_ Chapter website in

connection with which the Mark is used, in order to verify appropriate quality control measures

or standards as set forth in Article 2.1 are being observed.

2.3 Should any of the products bearing the Mark fail to comply with the requirements of Article 2.1, Licensee, upon written notification by Licensor, shall promptly proceed to make such corrections as shall be necessary to remedy the noncompliance.

**ARTICLE 3. RECOGNITION OF OWNERSHIP.**

3.1 Licensee recognizes Licensor’s right, title and interest in and to the Mark. Licensee hereby agrees to render all assistance including, without limitation, the execution and delivery of all documents and the performance of such other lawful acts which may be necessary, desirable or convenient, as Licensor may direct, to enable Licensor and/or its nominees or designees to obtain registration of the Mark or any related trademarks or service marks, in order to perfect Licensor’s and/or its nominees’ or designees’ title therein, or to enable Licensor and/or its nominees or designees to maintain trademark protection for the Mark.

3.2 Licensee shall not at any time do or cause to be done any act or thing which will in any way impair the right, title and interest of Licensor in and to the Mark. It is understood and agreed that Licensee shall not acquire and shall not claim any right, title or interest in or to the Mark adverse to Licensor by virtue of the Licensee herein granted, or through Licensee’s use of the Mark or for any other reason.

**ARTICLE 4. INFRINGEMENT.**

In the event Licensee learns of any infringement or misuse, or any possible infringement or misuse of the Mark, Licensee shall promptly notify Licensor of same. Licensee shall not institute legal proceedings against any infringer or misuse of Licensor’s rights in the Mark (even in Licensee’s own name) without Licensor’s prior written consent. It is understood, however, that Licensor will not unreasonably withhold consent in any situation wherein continued infringement would result in injury to Licensee’s business as determined by Licensee in its reasonable judgment.

**ARTICLE 5. TERM AND TERMINATION.**

5.1 Licensor may terminate this Agreement in the event of a material breach or default by Licensee of any terms and conditions set forth herein; provided that Licensor shall first give Licensee written notice thereof and Licensee shall have ninety (90) days following receipt of such written notice within which to cure the breach or default.

5.2 This Agreement shall automatically and immediately terminate in the event of the filing by Licensee of a petition of bankruptcy, or insolvency, or both, or in the event of an adjudication that Licensee is bankrupt, or insolvent, or both, or after the filing by Licensee of any petition or pleading asking for reorganization, readjustment or rearrangement of its business under any law relating to bankruptcy or insolvency, or upon or after the appointment of a receiver for all or substantially all of the property of the Licensee, or upon or after the making by Licensee of any assignment for the benefit of creditors, or upon or after the institution of any proceedings for the liquidation or winding-up of Licensee’s business, or for the termination of its corporate chapter.

5.3 In the event of termination of this Agreement, for any reason, Licensee shall immediately

discontinue all use of the Mark.

**ARTICLE 6. GENERAL**

6.1 This Agreement supersedes all other prior promises, covenants, Agreements and understandings, if any, whether oral or written, and embodies the entire understanding between the parties pertaining to the subject matter hereof. No amendment of this Agreement shall be valid and binding upon the parties unless made in writing and signed by duly authorized officers or agents of both parties.

6.2 The failure of either party at any time to require performance of the other party of any provision of this Agreement shall in no way affect the full right of either party to require such performance at any time thereafter; nor shall the waiver by either party of a breach of any provision herein be taken or held to be a waiver of the provision itself.

6.3 This Agreement shall be construed and interpreted in accordance with the laws of the State of Illinois, excluding any choice of law rules, which may direct the application of the law of another jurisdiction.

6.4 The provisions of this Agreement are separate and divisible, and the invalidity or unenforceability of any part or parts hereof shall not affect the validity or enforceability of any remaining part or parts hereof, all of which shall remain in full force and effect.

6.5 This Agreement does not, and shall not be deemed to, make either party the agent or legal representative of the other for any purpose whatsoever. Neither party shall have the right or authority to assume or create any obligation or responsibility whatsoever, express or implied, on behalf of or in the name of the other.

6.6 This Agreement shall be binding upon and inure to the benefits of Licensee, Licensor, and their related companies, successors and permitted assigns. This License shall not be assigned by Licensee without Licensor’s written consent, which shall not be unreasonably delayed or withheld.

6.7 Any notice, statement or other communications hereunder shall be in writing and addressed as follows:

If to Licensor:

Association of Legal Administrators

Attention: Marketing Department

75 Tri-State International, Suite 222

Lincolnshire, IL 60069-4435

If to Licensee:

\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_ Chapter of ALA

Attention: \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

Address

6.8 Whenever the singular is used herein, the same shall include the plural, and vice versa, if the context so requires.

6.9 The headings used herein are for convenience of reference only and shall not constitute a part hereof.

6.10 This Agreement may be executed in counterparts, each of which shall be deemed an original, but both of which together shall constitute one and the same instrument.

**IN WITNESS WHEREOF**, the parties have caused this Agreement to be executed by their duly

authorized agents on the date first above written.

ASSOCIATION OF LEGAL ADMINISTRATORS \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_ CHAPTER OF THE ASSOCIATION OF LEGAL ADMINISTRATORS

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

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

SCHEDULE A



For detailed information regarding the use of ALA's mark, refer to the [Identity Standards Guidelines](http://www.alanet.org/chapters/mo/IdentityStandards.pdf).