



## MEMORANDUM OF UNDERSTANDING

This is a Memorandum of Understanding (“MOU”) entered into by and between KIDS in the GAME and the Aspen Institute’s Sports & Society Program (“Institute”) with its primary place of business at 2300 N Street, NW, Suite 700, Washington, DC 20037, (collectively the “Parties”), to set forth the terms and conditions surrounding designation as a Project Play Champion (“Champion”). This MOU is effective as of September 30, 2019.

In consideration of the mutual promises and conditions contained herein, the Parties agree as follows:

### **1. Purpose and Objective**

- a. An initiative of the Aspen Institute, Project Play aims to help stakeholders build healthy communities through sport. Among its sub-initiatives is Project Play 2020, a multi-year effort by leading organizations to grow national sport participation rates and related metrics among youth (ages 12 and under) through shared and individual, mutually reinforcing actions. The work of both is guided by the respected 2015 Project Play report, *Sport for All, Play for Life: A Playbook to Get Every Kid in the Game*, which offers eight strategies for the eight sectors that touch the lives of children.
- b. In an effort to expand the coalition of organizations committed to making quality sport opportunities accessible to all children in all communities, the Institute has selected organizations that model, and take exemplary actions consistent with, the goals of Project Play and designated these organizations **Project Play Champions**.
- c. Each Project Play Champion has been selected based on its submission of a proposal for a new, specific and meaningful action in support of the goals of Project Play (“Meaningful Action”).

- d. KIDS in the GAME has been selected to be a Project Play Champion, subject to the terms and conditions set forth in this MOU. A copy of KIDS in the GAME proposed Meaningful Action is attached as Exhibit A.
2. **Project Play Champion Responsibilities.** As a Project Play Champion, KIDS in the GAME shall:
- a. Endorse the framework of the Project Play report, with its eight strategies for engaging children;
  - b. Promote Project Play’s shared vision and activities;
  - c. Commit to successfully implement its proposed Meaningful Action;
  - d. Submit annual progress report of its Meaningful Action to the Institute by September 30, 2021.
3. **Institute Responsibilities.** The Institute agrees to provide the following benefits to KIDS in the GAME, as a Project Play Champion:
- a. Recognition on Aspen Institute Project Play website and in other program materials;
  - b. Use of Project Play Champions logo and other marketing materials to support their status as a Champion;
  - c. Announcement of new Champions in newsletters, website, social media, etc.;
  - d. Recognition of organization at annual Project Play Summit as Project Play Champion;
  - e. Priority registration access for Project Play Summit.
4. **Termination.** This MOU shall remain in effect for a minimum of one year and can be extended if, in the judgment of the Aspen Institute, the selected organization’s Project Play Champion responsibilities are being met or substantially advanced. Either Party may terminate this MOU upon written notification to the other Party. Upon notification of termination, KIDS in the GAME shall immediately cease to use the designation of Project Play Champion and all licenses to use the Institute name and logo shall expire.
- Upon termination of this MOU, if KIDS in the GAME continues to participate in its Meaningful Action, KIDS in the GAME must remove all use of Institute Marks, including but not limited to “Aspen Institute,” “Project Play” and “Champion” unless the Institute approves of such use in writing.

5. **Independent Contractor.** The parties agree that under this MOU, KIDS in the GAME will be an independent contractor and not an employee of the Institute, for purposes of all state, federal, and local laws. Nothing contained in this MOU is intended to create a partnership, agency, joint venture, or teaming agreement between the two organizations.
6. **Intellectual Property.** The Parties acknowledge and agree that the Institute owns all right, title and interest to the 2015 Project Play report, *Sport for All, Play for Life: A Playbook to get Every Kid in the Game* referenced in this MOU and the Institute will remain the sole and exclusive owner of all right, title and interest in and to any Institute pre-existing materials, including, but not limited to information, papers, reports, products and tools that were developed or otherwise acquired by the Institute prior to the date of this MOU.
7. **Trademarks.** The Parties agree that the name, logos, designs, trademarks and other intellectual property, whether registered or not, (respectively, the “Institute Marks,” and the KIDS in the GAME must be used in a manner consistent with the standards established by the respective owner of the Marks. Consistent with the foregoing, each party hereby grants to the other party a royalty-free, non-exclusive, world-wide, limited license to use its Marks solely in connection with this MOU, provided that (1) each use of a Party’s Marks shall be subject to the prior, written approval of the Party; (2) the other Parties shall acquire no proprietary rights in or to a Party’s Marks by virtue of its use of the Party’s Marks under this MOU; and (3) these licenses shall terminate upon the termination of this MOU, except as the Parties may agree in writing.
8. **Institute Trademarks.** Except for the limited purposes set forth in this MOU, the Institute does not authorize the use by KIDS in the GAME of the trademarks “The Aspen Institute,” “Project Play Champion” or any related trademark or logo of the Institute without the prior written consent of the Institute.
9. **Liability.** Each Party agrees to defend, hold harmless, and indemnify the other Party against all third-party actions, claims, liability, or loss (each a “Claim”) based on or arising out of damage or injury to persons or property caused by the negligence, gross negligence, intentional acts or reckless disregard of the indemnifying Party or any person employed or retained by the indemnifying Party in performing services under this Agreement, except to the extent that any such Claim arises from the negligence, gross negligence or willful misconduct of the party seeking indemnification. The obligations arising under this paragraph will survive the expiration of the Term of this Agreement.

**10. Assignment.** None of the Parties may assign, delegate or subcontract any portion of its rights granted under this MOU.

**11. Entire Agreement.** This MOU is the entire agreement between KIDS in the GAME and the Institute with regard to the subject matter described herein, and supersedes all prior oral and written agreements and representations relating to such subject matter. This MOU can be changed only by another written agreement signed by both parties, and cannot be orally modified.

The undersigned Parties and their duly authorized representatives represent and warrant that they have authority to enter into this MOU and hereby agree to the terms set forth above, effective as of the date first written above.

KIDS in the GAME

By: Natalie Hummel  
Natalie Hummel  
Founder and Executive Director  
KIDS in the GAME

THE ASPEN INSTITUTE

By: \_\_\_\_\_  
Tom Farrey  
Executive Director  
Sports & Society Program  
The Aspen Institute

Date: 8/20/2019

Date: \_\_\_\_\_

## Exhibit A

### Project Play Champion Meaningful Commitment

#### **KIDS in the GAME**

In early 2020, KIDS in the GAME, an organization providing funding for sport registration fees to low-income families through their Pass program, will scale the Pass program nationally, beginning with a pilot region in the Pacific Northwest (Washington state, Oregon, and Idaho). To date, their programming has helped over 2000 school-aged kids in Portland, OR; Dallas, TX; San Diego, CA; Leadville, CO and Central Oregon in need of financial assistance. Through this commitment, KIDS in the GAME will continue its efforts to lower financial barriers keeping low-income kids from playing sports, with a goal of serving an additional 1400 kids through its PNW pilot.