

NATIONAL COALITION OF 100 BLACK WOMEN, INC.



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VENDOR LICENSING & CERTIFICATION PROGRAM

Virginia W. Harris
National President

ADOPTED BY NATIONAL BOARD OF DIRECTORS ~ June 3, 2020
REVISED BY NATIONAL BOARD OF DIRECTORS ~ February 9, 2021



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VENDOR LICENSING & CERTIFICATION PROGRAM

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National Coalition of 100 Black Women, Inc.®

1720 Peachtree Street NW, Suite 1020, North Tower • Atlanta, GA 30309 • 404-390-3982 • www.ncbw.org



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Dear Prospective Licensed Vendor:

The National Coalition of 100 Black Women, Inc. (NCBW) maintains a registry with the United States Patent and Trademark Office (“PTO”) and U.S. Customs Office several trademarks and services marks (collectively “Marks”). NCBW Marks include Logos, NCBW/ NC100BW/ NCBW100 acronyms, NCBW Candace image, Sister-Nomic\$ name and logo, etc.



The National Coalition of 100 Black Women, Inc. provides authorization for the usage of NCBW Marks to a Vendor through the NCBW Vendor Licensing and Certification Program. The operational policy, practices, and procedures are recorded in the Code of Conduct, Vendor License Agreement and Applications for Vendor License, License Renewal and License Reinstatement.

A merchant must possess an approved application to become a licensed vendor. A licensed vendor has authorization to initiate and imprint NCBW Marks which include options of the design, production, advertisement, marketing, distribution, and sales (collectively “market”) merchandise. A licensed vendor must adhere and agree to abide by the NCBW Vendor Code of Conduct, Vendor License Agreement and Applications for Vendor License, License Renewal and License Reinstatement.

Vendor licenses are approved as a privilege for the marketing of products that sustain, exemplify and enhance the image of the organization. NCBW reserves the right to cancel any license if products promote a negative image or exhibits contradictory views and standards of the organization.

Please mail completed documents and payment to:

NATIONAL COALITION OF 100 BLACK WOMEN, INC.

1720 Peachtree Street NW, Suite 1020 North Tower, Atlanta, GA 30309

Telephone (404)-390-3982 Email: nationalexecutiveadmin@nc100bw.org

An online application is available that can be returned electronically via email with an online payment made electronically on the NCBW website.

A completed application may take 30-45 days to process. Incomplete application will not be processed, and unapproved products will not be accepted.

Please direct all questions and inquiries to the National Office.

Sincerely,

Virginia W. Harris

National President

National Coalition of 100 Black Women, Inc.

VIRGINIA W. HARRIS
President

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First Vice-President
Programs

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AYRIS T. SCALES
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New York

MARIAN Y. WOODS
Georgia

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Alpha Kappa Alpha Sorority Inc. &
President Tennessee State University

Beverly Smith
National President & CEO
Delta Sigma Theta Sorority, Inc.



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VENDOR LICENSING & CERTIFICATION PROGRAM

INTRODUCTION

The Vendor Licensing and Certification Program is a guide to assist businesses who wish to provide goods and services to the National Coalition of 100 Black Women, Inc. (NCBW). As approved by the National Board of Directors of the National Coalition of 100 Black Women, Inc., vendors are expected to adhere to established licensing and certification requirements. The goods and services are expected to meet the needs of NCBW, local chapters and the membership.

A licensed vendor has authorization to initiate and imprint NCBW Marks which include options of the design, production, advertisement, marketing, distribution, and sales (collectively “market”) merchandise. All merchandise imprinted with National Coalition of 100 Black Women Inc. (“NC100BW”) trademarks and service marks must receive authorization to do so through NCBW’s Vendor licensing and certification procedures. NCBW Marks include Logos, NCBW/NC100BW/ NCBW100 acronyms, NCBW Candace image, Sister-Nomic\$ name and logo, etc. Only products that sustain, exemplify, and enhance the positive image of the organization will be approved.

A licensed vendor must adhere and agree to abide by the NCBW Vendor Code of Conduct, Vendor License Agreement and Application for Vendor License, Application for Vendor License, Renewal or Reinstatement. A merchant must complete an approved application and apply to become a licensed vendor.

NCBW, Inc. diligently protects its Marks and images and will vigorously pursue persons or entities that violate its intellectual property rights or market products bearing NCBW’s Marks without having obtained written authorization and licensing from the National Coalition of 100 Black Women, Inc. If necessary, resolution may include legal actions against violators.



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VENDOR CODE OF CONDUCT

The National Coalition of 100 Black Women, Inc. (NCBW) mandates a professional level of conduct for licensed vendors. Vendors are expected to observe NCBW policies, procedures, and bylaws and demonstrate the efficacy of business and organization. Policy violations may result in a vendor's termination from the licensing program.

In accordance with the Vendor Code of Conduct, vendor agrees to:

- maintain the highest standards of professional and personal conduct;
- supply the best quality materials and items for sale to Coalition members;
- refrain from inappropriate or unwelcome solicitation at Coalition-sponsored events;
- comply with rules and regulations established by NCBW;
- comply with terms of the License Agreement;
- supply Marks to manufacturer and ensure that the manufacturer will use the Marks consistently with NCBW's standards and not allow any unauthorized use of NCBW's Marks;
- sell merchandise bearing NCBW's Marks to members, chapters, and at approved NCBW functions. Approved functions include direct sales to individual NCBW members at Leadership and Biennial Conferences, and/or at chapter events;
- the option to sell or market merchandise imprinted, emblazoned, embossed, or stamped with NCBW trademarks through direct sales, catalogues, Internet, other mail order systems, or other mechanisms;
- contact the National Office regarding questions or clarifications on matters related to merchandise bearing NCBW's Marks;
- display license at all times when selling NCBW trademarked paraphernalia.

NCBW will not issue a license or give approval for the design, manufacture, display, marketing or sale of merchandise that conflicts with its mission and/or policies, that portrays NCBW in a negative manner, or that causes derision or ridicule.



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VENDOR LICENSE AGREEMENT

Definition

Licensed vendor is an individual or business with whom NCBW has entered into a contract (License Agreement) signed by the vendor and the National President or her designee of NCBW authorizing the vendor to use NCBW's Marks on merchandise to be manufactured, sold, displayed and/or distributed to members who can display a current NCBW membership card. The license is non-transferable.

Fees: Rules and Regulations

1. Fees for Licensed Vendor. Vendor shall pay fee(s) for the opportunity to market, display or sell merchandise pursuant to the Vendor License terms, as follows:

New Vendor:

- \$50 non-refundable application fee for first-time applicant
- \$1,700 annual license fee for first time applicant, refundable subject to certain stipulations

Existing Vendor:

- \$850 annual renewal fee for existing vendor, refundable subject to certain stipulations
- \$100 late fee if renewal fee is received by the National Office February 1-5
- \$50 reinstatement fee, non-refundable

Fees may be paid electronically/PayPal, check, certified check or money order. To remit payment electronically contact NCBW National Treasurer at: nationaltreasurer@nc100bw.org. Payment remitted by check, certified check or money order are to be mailed to the National Office at: **National Coalition of 100 Black Women, Inc., 1720 Peachtree Street, N.W., Suite 1020, North Tower, Atlanta, GA 30309, ATTN: Executive Assistant. Questions are to be directed to the National Office at (404) 390-3982.**

The fees listed are restricted to vendors licensed to sell NCBW trademarked paraphernalia. Additional fees(s) may be imposed on licensed vendors who wish to sell non-NCBW merchandise in addition to trademarked merchandise at NCBW national events which are Leadership Conference and Biennial Conference.

2. New Vendor Application Process

- Complete Application for Vendor License; submit document electronically to: nationalexecutiveadmin@nc100bw.org.
- Remit \$50 non-refundable application fee to National Treasurer.
- Application will be reviewed by the National Fund Development Committee.
- Applicant will receive written notification of approval/denial of application.
- If approved, applicant will remit new vendor fee of \$1,700 to National Treasurer.

- Following payment, applicant will receive official license and NCBW Graphic Standards Specifications.
- At the request of the National Fund Development Committee, the National Office will provide written notification to applicant if application is denied.

A person or business who wishes to use NCBW's Mark(s) for any promotion, including a one-time event, is considered a new vendor and must apply to use NCBW's Marks through the Vendor Licensing and Certification Program. No national officer, chapter officer, national board member, chapter board member or individual member has authority to grant permission to any person or business the right to use NCBW's marks.

3. Existing Vendor Renewal Process

On or before December 31, vendor pays the annual renewal fee for the next calendar year and adheres to all other terms of the Vendor License Agreement and Application for Vendor License Renewal.

- Unless otherwise indicated, vendor's license expires December 31.
- Application for Vendor License Renewal and payment of renewal fee due on or before December 31.
- Complete Application for Vendor License Renewal; submit document electronically to nationalexecutiveadmin@nc100bw.org.
- Remit \$850 renewal fee to National Treasurer.
- Following payment, vendor will receive official license.

On or about February 6 of each year, The National Fund Development Committee will provide members a list of authorized vendors. The list is updated and disseminated to members, as vendors' status change.

Upon written notification to the National Office by December 31 of any year, an existing vendor may elect not to renew license for the upcoming calendar year. This privilege expires the end of that calendar year. If the vendor chooses not renew license a second, successive calendar year, the vendor is placed in Inactive status.

4. Late Fee

\$100 non-refundable late fee is imposed if renewal fee is paid between February 1-5

5. Pro-Rata Payment

Pro-rata payment is not available to new, existing or reinstated vendors.

6. Inactive Status

- Vendor is placed in inactive status if license is not renewed two (2) successive calendar years.
- Inactive status is recommended by the National Fund Development Committee and approved by the National Board of Directors.
- Upon approval by the National Board of Directors, the National Office will provide written notification to vendor of its inactive status.

- Within ten (10) calendar days of the date vendor is notified of inactive status, vendor may appeal decision, in writing, to National Board of Directors. The written statement may be sent electronically or mailed to the National Office and must be received by the 10th calendar day from the date of the written notification. If request for appeal is not received by deadline, inactive status becomes effective immediately thereafter.
- The National Board of Directors is the final authority regarding appeal.
- If the appeal is denied, inactive status becomes effective immediately thereafter; vendor is not refunded any fees previously paid.
- An inactive vendor has the same status as a new vendor and is required to follow the New Vendor Application Process should a new license be pursued.

7. Suspension Status

- A vendor's license may be suspended for violation of the Vendor Code of Conduct, Vendor License Agreement and Application for Vendor License, Vendor License Renewal or Vendor License Reinstatement.
- The length of the suspension is recommended by the National Fund Development Committee and approved by the National Board of Directors.
- Upon approval by the National Board of Directors, the National Office will provide written notification to vendor of its suspension status.
- Within ten (10) calendar days of the date vendor is notified of suspension status, vendor may appeal decision, in writing, to the National Board of Directors. The written statement may be sent electronically or mailed to the National Office and must be received by the 10th calendar day from the date of written notification. If request for appeal is not received by deadline, suspension status becomes effective immediately.
- The National Board of Directors is the final authority regarding appeal.
- If appeal is approved by the National Board of Directors, vendor will be reinstated as a certified licensed vendor, with all appropriate privilege and is not required to pay a reinstatement fee.
- Vendor will continue to sell merchandise through the expiration of current license.
- If the appeal is denied, suspension status becomes effective immediately; vendor will not be refunded any fees previously paid and shall immediately cease operating as a licensed certified vendor.
- If length of suspension extends beyond the expiration date of the vendor's current license period, and if vendor seeks to continue to become licensed and certified at a later date, vendor may request to be reinstated. An Application for Reinstatement must be submitted by January 31 in the year that immediately follows the suspension. Vendor is required to pay the annual renewal fee.
- The National Board of Directors is the final authority regarding reinstatement.

8. Removal Status

- A vendor may be removed as a licensed certified vendor for violation of the Vendor Code of Conduct, Vendor License Agreement and Application for Vendor License, Vendor License Renewal or Vendor License Reinstatement.
- Removal status is recommended by the National Fund Development Committee and approved by the National Board of Directors.

- Upon approval by the National Board of Directors, the National Office will provide written notification to the vendor of its removal status.
- Within ten (10) calendar days of the date vendor is notified of removal status, vendor may appeal action, in writing, to the National Board of Directors. The written statement may be sent electronically or mailed to the National Office and must be received by the 10th calendar day from the date of written notification. If request for appeal is not received by deadline, removal status becomes effective immediately.
- The National Board of Directors is the final authority regarding appeal.
- If appeal is approved by the National Board of Directors, vendor will be reinstated as a certified license vendor, with all appropriate privileges and is not required to pay a reinstatement fee.
- Vendor will continue to sell merchandise through the expiration of current license.
- If the appeal is denied, removal status becomes effective immediately; vendor will not be refunded any fees previously paid and shall immediately cease operating as a licensed certified vendor.
- If vendor seeks to become licensed and certified at a later date, an Application for Reinstatement must be submitted by January 31 in the year that immediately follows the removal. Vendor is required to pay the annual renewal fee.

9. Reinstatement Fee

- If an existing vendor fails to pay the annual renewal fee and late fee by February 5 of each year, a \$50 reinstatement fee will be imposed. All fees (renewal, late and reinstatement fees) become due through the last day of February in each calendar year.
- Beginning March 1, the vendor moves to Inactive Status.
- Between March 1-10, an existing vendor who has not fulfilled the requirements for license renewal may submit an Application for Reinstatement. If approved, the vendor shall pay renewal, late and reinstatement fees within five (5) calendar days of being notified application was approved. Failure to meet this deadline, vendor will move to inactive status and must follow procedures under this status to become licensed and certified.
- Within ten (10) calendar days of the date vendor is notified of inactive status, vendor may appeal action, in writing, to the National Board of Directors contesting the action. The written statement may be sent electronically or mailed to the National Office and must be received no later than the 10th calendar date from the date of written notification.
- The National Board of Directors is the final authority regarding appeal.
- If appeal is approved by the National Board of Directors, vendor will be reinstated as a certified license vendor, with all appropriate privileges; vendor will be required to pay annual renewal fee, late fee and reinstatement fee and may continue to operate through the duration of its current license.
- If the appeal is denied, vendor will not be refunded any fees previously paid.

10. Refunds

Application fee, late fee and reinstatement fee are non-refundable.

Annual license fee and annual renewal fee are refundable, provided, a written request for refund is received by the National Office by February 5 of each year. Refund of these fees prohibits

vendor from engaging in sales the calendar year in which the refund is returned. Late fee and reinstatement fee are non-refundable.

- 11. License Period** License is issued for one calendar year (January 1 – December 31). The National Treasurer will invoice vendor for license renewal.
- 12. Appropriate Venues** Vendors shall sell merchandise bearing NCBW'S Marks only at approved Coalition functions to which they have been officially invited to participate by a NCBW member authorized to do so, and who has paid a fee to attend as a vendor, if required. Approved Coalition functions are direct sales to individual members, NCBW Leadership Conference and Biennial Conference, chapter events or other activities.
- 13. Inappropriate Venues** Sales from hotel rooms or other non-designated public or private space(s) during any NCBW function are strictly prohibited. The vendor's license will be revoked if it is determined that vendor has been or is selling from such sites.
- 14. License Non-Transferable** In no event shall a vendor sell, transfer or assign its/his/her vendor's license to any other individual, partnership(s), joint venture, for profit business corporation, non-profit organization, or any other entity. Further, vendor agrees not to accept trademarked NCBW paraphernalia from a non-licensed vendor to sell on their behalf. Violation of this policy will lead to termination of the license, the authorizing License Agreement and other legal actions, at the discretion of the Coalition.
- 15. Merchandise Approval Required** Vendors are authorized to sell only merchandise that NCBW has approved as listed on the application for vendor license. The Coalition reserves the right to withdraw the license and associated License Agreement of any vendor that violates the License Agreement, NCBW's policies and procedures, or Vendor Code of Conduct.
- 16. Quality of Merchandise** All paraphernalia and merchandise bearing NCBW's Marks shall be of good quality and shall be presented in good taste and in the highest professional standards. Samples of all merchandise to be designed, sold, or marketed may be required to be submitted to NCBW before any design, sale, or marketing of any such merchandise.
- 17. Non-Disparagement of Other Fraternal/Social Organizations** The Coalition will not allow at any NCBW event, national or chapter, the sale or display of merchandise that disparages other fraternal or social organizations in any way, including the use of negative images, terms, phrases, or sayings on the merchandise.
- 18. Specifications for Using the Mark**
 - a) Use of NCBW's Name. No vendor shall use the name National Coalition of 100 Black Women, Inc. or any derivative or shorten version of it or any other NCBW Mark with sayings, phrases, or artistic renditions unless the vendor has obtained advance written approval from the National President or her designee of NCBW. Vendor will be provided Graphic Standards specifications upon approval of application, execution of Vendor License Agreement and payment of all applicable fees.

b) Use of Founders'/National Presidents Past or Present Picture. No vendor shall use any pictures of the Founder/National Presidents Past or Present of NCBW on any merchandise or paraphernalia unless the vendor has obtained advance written approval from the National President or her designee of NCBW and the individual whose likeness is being used. Although the following shall not constitute approval for use, vendors should note that the Founders'/National Presidents past or present pictures should be used only on official documents or posters and wall hangings approved by the sitting national president or her designee of NCBW. Their pictures shall never be used casually, such as on T-shirts or other clothing, tote bags, puzzles, screen savers, umbrellas, rugs, throws or afghans, and related types of items.

19. Direct Sales Vendors may sell or market paraphernalia or merchandise bearing NCBW Marks through retail, catalogues, Internet, other mail order systems. Vendors are authorized to sell only to members, chapters and at approved local and national Coalition functions.

20. Display of License The vendor shall display the Vendor's license at all times when selling paraphernalia and merchandise bearing NCBW's Marks.

21. No Degrading Use No NCBW Marks, including any form of NCBW's name, or any of its other symbols or acronyms shall be used on alcohol or tobacco containers, on personal checks, in casket linings, or upon tombstones.

22. Personal Information Licensee agrees that any personally identifiable information or personal data ("Personal Information") disclosed to Licensee pursuant to this Agreement whether disclosed directly to Licensee or indirectly through provision of the Services, shall be maintained in compliance with any and all applicable local, state, federal and international laws, rules and regulations. The Parties agree that Personal Information is defined as information that someone can use to identify, locate, or contact a specific individual, either alone or when combined with other information reasonably available to them, including information that relates to an identifiable individual or expresses an opinion about that individual, e.g., an individual's: name; home or other physical address; E-mail address; telephone number; social security number; passport number; driver's license number; bank account number; credit or debit card number; personal characteristics, including photographic image, fingerprints, handwriting, or other unique biometric data.

23. Liability NCBW assumes no liability to Licensee or any third party for any losses, demands, claims, damages, or other liabilities, including attorneys' fees, arising from or relating to the quality, performance or other characteristics of merchandise designed, manufactured, or sold by Licensee.

24. Indemnification Throughout the period from the inception of this Agreement until two (2) years following its termination, Licensee agrees to indemnify and hold harmless NCBW, its officers, Board of Directors members, agents and employees from and against any and all losses, demands, claims, damages to persons or property, and liabilities, including reasonable attorneys' fees, arising out of or relating to claims by third parties for defects from, or damages or injuries sustained in connection with, Licensee's design, manufacture, sale or use of marks.

25. Refund of Fees Licensee shall not be entitled to a refund of fees (or any portion thereof) upon termination of this Agreement, irrespective of the timing of termination (i.e., whether termination occurs one month, ten months, or more after the fee has been paid and the associated Certificate has been issued).

26. Entire Agreement This Agreement (including the incorporated 1-26) constitutes the entire agreement between the Parties relating to the subject matter hereof, and all prior proposals, promises, discussions, negotiations, agreements, or writings are superseded hereby. The terms of this Agreement and the Associated License shall be binding upon and shall inure to the benefit of the Parties and their successors, heirs, and assigns.



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NATIONAL BOARD OF DIRECTORS

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