



**Content License Agreement – LARC Access Ohio**

*Whoops Proof Ad Campaign*

All members agree that the Ohio Association of Community Health centers (“OACHC”) is the licensee of the “Whoops Proof Ad Campaign”, developed by the National Campaign to Prevent Teen and Unplanned Pregnancy (“The Campaign”).

This Agreement is entered into between all members of LARC Access Ohio as follows:

**Content License:** Under the agreement between The Campaign and OACHC, any party that uses the creative content shall not cut or edit, add to, delete from or otherwise alter or modify any Licensed Content without The Campaign's prior written approval.

**Licensed Means Of Exhibition:** OACHC, its members and members of LARC Access Ohio may use the advertising creative in a variety of formats: digital (including social), newspaper, radio, transit, and outdoor. As described above, any changes to the creative are subject to approval by The National Campaign. Any changes would be done in consultation with The National Campaign and subject to approval to ensure that changes are consistent with insights and best practices for working with this population.

**Retention of Rights:** Other than the limited rights granted hereunder, the copyright in the Licensed Content, in whole or in part, shall belong exclusively to The Campaign and each Party will retain all ownership and other rights to its trademarks, logos, and other intellectual property. Neither Party will assert ownership of any copyrights, trademarks, logos, or other intellectual property of the other Party. All rights not specifically granted in this Agreement are deemed excluded from the licenses granted in Section 1.

**Breach of Agreement:** In the event of a breach of this Agreement by either Party, the non-breaching Party may immediately terminate this Agreement effective upon delivery of written notice to the other Party. Upon termination of the Agreement all rights and licenses granted hereunder with respect to the applicable item(s) of Licensed Content will terminate and all Licensed Content shall be promptly returned.

Your signature below represents an acknowledgement of the above language. No member of LARC Access Ohio may use the Licensed Content until a signed copy of the agreement is sent back to OACHC. Signatures sent by electronic mail will be deemed original signatures.

*Acknowledged and Accepted:*

**Signed:** \_\_\_\_\_ **Date:** \_\_\_\_\_

**Printed Name:** \_\_\_\_\_

**Organization Name:** \_\_\_\_\_