



Information Packet for Students to Form a Sideline Cancer Club/Chapter

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Mail completed forms to:

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Introduction

This packet will guide you through a process of forming a new student organization with the Griffith Family Foundation/Sideline Cancer Campaign. Forming a group can be a challenge, but it is a very rewarding process. To ensure success, the Griffith Family Foundation has designed a process that will help your group form a solid foundation so that your organization can succeed and provide valuable experiences for your fellow students.

There are many positive benefits associated with being a recognized group at school/university, including use of the Sideline Cancer logo and guidance in your fundraising activities.

There are necessary requirements to become a recognized student organization with GFF/Sideline Cancer. They are as follows:

- Create a constitution (see sample constitution in this packet)
- Recruit a minimum of ten members
- Secure a faculty or staff advisor
- Complete an Officer Report Form (included in this packet)
- Complete an Advisor Approval Form (included in this packet)
- Complete all school / university requirements for forming a new club/chapter

Once the group returns these materials to the Griffith Family Foundation, they will be reviewed and the group will be notified once the materials are reviewed. A student organization wishing to form can be denied recognition status for the following reasons:

- The purpose, mission, and/or activities violate federal, state, and/or local laws
- The purpose, mission, and/or activities violate Griffith Family Foundation policies and procedures

Should you have any questions or need any assistance throughout this process, please contact our office.



Organization Officer Report Form

Recognized Student Organization: _____ Date: _____

Level of Organization (Circle one): High School University

	<u>Name</u> (Please Print)	<u>E-mail</u>	<u>Local Phone</u>
<u>President</u>	_____	_____	_____
<u>Vice-President</u>	_____	_____	_____
<u>Secretary</u>	_____	_____	_____
<u>Treasurer</u>	_____	_____	_____
<u>Advisor</u>	_____	_____	_____

Signature of President Date Signature of Advisor



Student Organization Advisor Approval Form

Date: _____

Advisor Information

Name: _____

Address: _____

Phone Number: _____

Email: _____

Student Organization (to advise): _____

Required Signatures (for approval):

Advisor

Date

Advisor's Supervisor

Date



Sideline Cancer Constitution (Example)

- I. Sideline Cancer
 - a. The name of our group shall be Griffith Family Foundation Sideline Cancer
- II. Purpose
 - a. Sideline Cancer is a registered trademark of the Griffith Family Foundation whose mission is to fund a cure for pancreatic cancer; to offer hope for those in need; to connect patients, families, and communities; and to raise awareness of the necessity for a new direction of innovative research and treatment plans.
- III. Goals
 - a. To continue the vision inspired by Greg and Cathy Griffith
 - b. To raise awareness and advocacy of cancer by hosting and supporting cancer related events or activities
 - c. Creating a fund to distribute donations to members of partnering clubs, sports teams, or other organizations (i.e. Aavidum, Student Council, Boys' Basketball, etc.)
 - d. Conduct chapter meetings with all chapter membership
 - e. Plan and execute one fundraiser and one large scale service project in addition to various awareness events throughout the school year.
- IV. Membership
 - a. Section I
 - i. Membership shall be open to all school/university students
 - b. Section II
 - i. This club shall follow all applicable rules and regulations of the school/university
 - c. Section III
 - i. Each member of the club shall attend the majority of the meetings held. Being part of this club may include service hours.
- V. Officers
 - a. Section I
 - i. President
 1. In charge of conducting meetings.
 - ii. Vice President
 1. In charge of attendance and assisting the president with meetings.
 - iii. Secretary

1. In charge of taking minutes, sending emails to current members about meetings and events.
 - iv. Treasurer
 1. In charge of keeping funds in check and collecting any money the club receives. In the absence of the secretary, the treasurer will fulfill these duties.
 - v. Advocacy
 1. In charge of promoting the Sideline Cancer mission and recruiting new members.
 - vi. Marketing
 1. In charge of posters, flyers, and any other forms of publicity.
 - vii. Advisor
 1. The Sideline Cancer advisors will consist of at least one faculty/staff member and the involvement of Cathy Griffith.
 - b. Section II
 - i. Officers will be elected by a majority of the voting membership of the organization in annual elections.
 - ii. Vacancies of office shall be filled by appointments made by the other officers and committees.
- VI. Finances
 - a. Half of the money made from fundraising will go to the Griffith Family Foundation and the other half will be given to partnering clubs, sports teams, or other organizations. If no partnering organizations are present, 50% of the money made from fundraising goes to the Sideline Cancer club/chapter.

TRADEMARK LICENSE AGREEMENT

This Trademark License Agreement (hereinafter the "Agreement") is made this ____ day of _____, 20__, by and between the Greg & Cathy Griffith Family Foundation ("Licensor"), 309 Allegheny Street, Suite 5, Hollidaysburg, PA 16448 and _____ ("Licensee"), whose address is: _____.

WHEREAS, Licensor provides charitable fundraising services to support pancreatic cancer research (the "Services") using the trademarks depicted on the attached Exhibit "A" (the "Trademarks"), and has adopted and is using the Trademarks throughout the United States; and

WHEREAS, Licensee is desirous of using the Trademarks solely in connection with its promotion and/or support of Licensor's Services and in connection with the event(s) listed on the attached Exhibit "B" (the "Use"); and

WHEREAS, Licensor is willing to license the Trademarks to Licensee for this limited Use, provided that all proceeds from the Use be donated to Licensor;

NOW, THEREFORE, in consideration of the mutual covenants of the parties, the parties agree as follows:

1. License. Licensor grants to Licensee the non-exclusive right to use the Trademarks during the term of this Agreement, provided that Licensee may use the Trademarks only for the Use, under the direction of Licensor and that all proceeds from the Use be donated to Licensor to support the Services.

2. Quality of Services. Licensee shall use the Trademarks only for the Use connected with the Services in accordance with any standards furnished by Licensee by Licensor. The quality of the Services must always be satisfactory to Licensor.

3. Inspection. Licensee shall permit Licensor to inspect the premises of Licensee at all reasonable times, for the purpose of determining compliance with Paragraphs 1 and 2.

4. Use of Trademarks. Licensee shall provide Licensor with samples of all literature, brochures, signs and advertising materials prepared by Licensee using the Trademarks, and Licensee shall obtain the approval of Licensor with respect to all such literature, brochures, signs and advertising materials bearing the Trademarks prior to use. Licensee shall only be permitted to use the Trademarks as depicted on Exhibit "A" and cannot alter or modify the Trademarks in any manner.

5. Extent of License. The right granted in Paragraph 1 shall not be transferable without Licensor's prior written consent. Licensee shall not grant any sublicenses, except by prior written consent of the Licensor. Licensee agrees to actively assist Licensor in terminating

any infringement of the Trademarks by any third parties and to promptly notify Licensor of any infringing use by third parties.

6. Termination.

(a) The Agreement shall terminate on _____, 2014 unless terminated earlier as provided in this Agreement.

(b) Notwithstanding anything in this Agreement to the contrary, the parties may terminate this Agreement upon any material breach by the other of any of its obligations under this Agreement. Termination shall be accomplished by sending the breaching party a notice of termination that shall state the nature of the breach. Termination will be effective five (5) days following its date unless the breach shall have been cured during such five (5) day period or such longer period as shall be mutually agreed to by the parties.

(c) Licensor may terminate this Agreement at any time Licensor deems, in its sole discretion, that Licensee is not maintaining the quality standards described in Paragraph 2.

(d) Licensor may also terminate this Agreement for any reason with ten (10) days advance written notice to Licensee.

7. Ownership of Trademarks. Licensee acknowledges the validity of Licensor's exclusive right, title, interest and ownership in and to the Trademarks, and will not do or cause to be done any act or thing contesting or in any way impairing or tending to impair any part of such right, title, interest or ownership. Licensee also acknowledges the value of the Licensor's goodwill in the Trademarks, and acknowledges that the goodwill generated by the Licensee through use of the Trademarks inures to the benefit of the Licensor. Upon termination of this Agreement in any manner, Licensee will cease and desist from all use of the Trademarks in any way. Further, Licensee will not, at any time, adopt or use, without the Licensor's prior written consent, any word or mark which is similar to or confusing with the Trademarks.

8. Indemnity. Licensor assumes no liability to Licensee or to third parties with respect to the characteristics, safety or consumption of the products or services rendered by the Licensee while using the Trademarks, and Licensee shall indemnify Licensor, its officers, directors, employees and agents against all losses, claims and attorneys' fees in connection with claims of third parties against Licensor involving the sale of Licensee's products or services using the Trademarks. Licensee shall pay all costs, damages and attorneys' fees awarded against Licensor in any such action which is attributable to such claim.

9. Notices. Any notices required or permitted to be given under this Agreement shall be deemed sufficiently given if mailed by certified mail, return receipt requested, addressed to the addresses listed above or any other address as may be furnished in writing to the notifying party.

10. Miscellaneous. This Agreement and the rights of the parties shall be governed by and interpreted in accordance with the laws of the Commonwealth of Pennsylvania.

No modification of this Agreement shall be binding unless it is in writing and signed by an authorized representative of the party against whom enforcement of the modification is sought. This Agreement is the complete and exclusive statement of Licensor's obligations and responsibilities to Licensee and supersedes any and all other proposal, representation, or other communication by or on behalf of Licensor relating to the subject matter.

IN WITNESS WHEREOF, the parties hereto have caused this Agreement to be executed on the date set forth above.

Licensor:

Licensee:

GREG & CATHY GRIFFITH
FAMILY FOUNDATION

By: _____
Printed Name:

By: _____
Printed Name:

Title: _____

Title: _____

EXHIBIT "A"
TRADEMARKS

<u>MARK</u>	<u>REGISTRATION NO./ SERIAL NO.</u>	<u>REGISTRATION DATE</u>
SIDELINE CANCER	4,456,575	December 24, 2013

**SIDELINE
CANCER**
