



KPMG International
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26th March 2020

Use of KPMG logo

The United Nations Educational, Scientific and Cultural Organization (UNESCO) ("User") wishes to obtain a licence for the use of a KPMG logo for inclusion on its website to communicate KPMG's involvement in the Global Education Coalition for COVID-19 Response (the "Permitted Purpose") from KPMG International. This agreement ("Agreement") sets out the terms upon which User may use the same.

1. One Time Licence. In consideration of the acceptance by User of its obligations hereunder, and for the purposes of this Agreement only, KPMG International hereby grants to User a one time, limited, revocable, non-exclusive, non-transferable, paid up and royalty-free licence, without right of sub-licence, to use the KPMG International logos, trademarks and service marks set forth on **Exhibit A** to this Agreement (the "Trademarks") solely for and in connection with the Permitted Purpose. User agrees that the Trademarks are and will remain the sole property of KPMG International and agrees not to contest KPMG International's ownership of such Trademarks and/or KPMG member firms' right to use or licence such Trademarks. In using the Trademarks, User shall: (i) cause the appropriate acknowledgement that the name and the logo are registered trademarks of KPMG International Cooperative ("KPMG International"), a Swiss entity at each use (ii) cooperate to maintain the goodwill associated with KPMG International's Trademarks, and (iii) state in text on each **Web page** on which the Trademarks are used, or in an accompanying terms of use agreement accessible from such a page, that "KPMG International's Trademarks are the sole property of KPMG International and their use here does not imply auditing by or endorsement of KPMG International or any of its member firms," or substantially similar language approved in advance and in writing by KPMG International. User agrees only to use the Trademarks in accordance with the KPMG Identity and Design System Guidelines set out in **Exhibit A**.

2. Reservation of Rights. Except as expressly granted in this Agreement, User shall have no other rights of any kind in the Trademarks, or the KPMG International or member firm Web sites. Under no circumstances will anything in this Agreement be construed as granting, by implication or by estoppel or otherwise, a licence to any of KPMG International's, or other member firm of KPMG International's intellectual property or proprietary technology, or a licence to the Trademarks other than as expressly stated above.

3. Term and Termination. The terms of the licence granted to User pursuant to this Agreement shall be for a period no longer than one year from the date the User signs this Agreement, unless terminated earlier by written notice by KPMG International. Any such notice shall be effective if served upon User at the above address, and shall be effective from 9.00am on the day following the date of the notice. Upon cancellation or expiration of this Agreement, all rights and licences granted under this Agreement shall terminate immediately and User shall cease use of the Trademarks. User shall immediately destroy all copies of the Trademarks in its possession.

4. Miscellaneous.

4.1 User may not assign, transfer or delegate any of its rights or obligations hereunder without the prior written consent of KPMG International. KPMG International may assign, transfer or delegate any or all of its rights and obligations hereunder.

4.2 No amendment or variation of this Agreement shall be effective unless it is in writing and signed by or on behalf of each of the parties.

4.3 In the event that any term or provision of this Agreement shall be held to be invalid, void or unenforceable, then the remainder of this Agreement shall not be affected, and each such term and provision of this Agreement shall be valid and enforceable to the fullest extent permitted by law.

4.4 This Agreement, including the exhibits, constitute the entire agreement between the parties with respect to the subject matter hereof and supersedes all other oral and written representations, understandings or agreements relating to the subject matter hereof.

4.5 Save for KPMG International a person who is not party to this Agreement has no right to enforce any term of this Agreement.

4.6 This Agreement shall be governed in accordance with the laws of England and Wales and the parties agree that the courts of England and Wales are to have exclusive jurisdiction to settle any disputes which may arise out of or in connection with this Agreement.

Yours faithfully,



Philip Davidson
Chief Operating Officer
KPMG International

Agreed and accepted by UNESCO:



[Director/Authorised Signatory of UNESCO]

Name:

Nathaniel Cooper

Date:

26 May 2020

EXHIBIT A

See the PDF entitled 'Logo Guidance' available from Brand Central.



KPMG Logo Exhibit
A