



The United States Association of

The Catechesis of the Good Shepherd

Vendor Membership

THE CATECHESIS OF THE GOOD SHEPHERD ® Vendor Organization Members are organizations, companies, or individuals who create and sell goods - either for profit or not for profit in nature – and who (1) support the policies, purposes, and activities of the United States Association of the Catechesis of the Good Shepherd (CGSUSA), (2) support the catechist(s) in preparing Atrium materials for the child, (3) have completed our Vendor Member approval process and are formally recognized as vendors our members can trust, and (4) have signed the licensing Letter Agreement with CGSUSA.

Vendor Members of CGSUSA are an important part of our CGSUSA members' ministry with children. CGSUSA strives to build connections between our catechist members and our vendor members. It is important that any material being offered meet the guidelines of CGSUSA and the CGS International Council (Consiglio), including but not limited to:

- Products do not incorporate into the catechesis themes other than those which emerge from the essentiality and specificity of the vital needs of the children and our work with them.
- The material must be attractive but “sober” and must strictly adhere to the theme being presented. In making the material, the catechist refrains from adding superficial embellishments which would distract the child from the essentials of the theme being presented. In other words, the material must be simple, essential and “poor” in order to allow the richness of the theme’s content to shine through.
- The materials prepared by catechists for the atrium are faithful to the experimental models of The Catechesis of the Good Shepherd. The designs of these models are the result of a long, collaborative work of observation and experimentation and have been developed according to the needs of the child at each developmental stage.

- The tasks of the catechist include preparing the materials oneself as much as possible while collaborating with others in areas that are beyond one's abilities.
- The reasons why the catechist is requested to make the materials with his/her own hands are:
 - to absorb the content more deeply.
 - to combat hurry, consumerism and even excessive "efficiency."
 - to pace oneself more to the rhythm of the child and thus also - or so we believe - to the working of the Holy Spirit.
 - to try to reach the integration of hand, mind and heart.

Vendor Membership Benefits and Commitments

Vendor Member Benefits

- All Vendor Members will receive a non-exclusive license from CGSUSA to sell CGS materials on their website once the application process is completed. The parameters of this relationship are contained in a Letter Agreement which must be signed by the Vendor Member. (A sample license letter is provided)
- All Vendor Members will receive a copy of the CGSUSA logo to display on their website, Facebook page or other social media, indicating that they are a current CGSUSA Vendor Member in good standing.
- All Vendor Members will be part of the CGSUSA Source List. The Source List is provided to all those who participate in a CGSUSA sponsored Formation Course and is also available to be downloaded from the CGSUSA website.
- All Vendor Members will have access to the Online Materials Manual for Levels One, Two and Three, as well as the all the other benefits offered to Individual Members and Organization Members.
- All Vendor Members will be assigned a CGSUSA Advisor who is a Formation Leader to assist with any questions or concerns about materials.
- All Vendor Members will receive regular communications from CGSUSA regarding new and updated materials.

Vendor Member Commitments

- Materials offered for sale by Vendor Members must follow the guidelines for materials identified by the International Council (Consiglio) in the "Characteristics of the Catechesis of the Good Shepherd" as detailed on page 2 and as listed in our website material manuals.

- Vendor Members must apply for and maintain a Vendor Organization membership in the United States Association of the Catechesis of the Good Shepherd. Memberships are renewable every twelve months.
- Vendor Members must sell products that are safe under the regulations of the United States Consumer Products Safety Commission.
- All licensed Vendor Members of CGSUSA must maintain adequate insurance to protect themselves and CGSUSA from liability issues that may arise. This includes a Comprehensive General Liability policy including Product Liability coverage and a certificate of insurance naming CGSUSA as an additional insured under the Vendor Member's liability policy.
- Vendor Members' products must be related to the Montessori Method or CGS in some direct way.
- Vendor Members must contact CGSUSA's Membership Coordinator when adding new offerings for sale.
- Vendor Members must sign and comply with the provisions of the Trademark License Letter Agreement with CGSUSA. (A sample letter is provided)

Levels of Support

Vendor Membership in the CGSUSA community is designed to:

- increase the value that vendors can achieve through their relationship with CGSUSA and its members.
- ensure that vendors support CGSUSA and its members
- assist the vendor community in developing products and services that are of direct benefit to the CGSUSA membership and their communities.
- ensure clear, effective, and ethical standards in our dealings with each other.

There are four levels of support for the purpose, mission, and vision of CGSUSA.

Sponsor Annual Membership of \$150 or more

A Vendor Member with membership at this level provides the CGS catechist with unfinished materials for the Atrium environment so that the material may be transformed and become an instrument for the child to enter into the Mystery. This level of membership is limited to businesses just beginning or working on a smaller budget that still want to gain exposure to catechists and communities using The Catechesis of the Good Shepherd and to support the purpose and mission of CGSUSA. This is the basic level of membership for any vendor.

Collaborator Annual Membership of \$250 or more

A Vendor Member with membership at this level provides the CGS catechist with unfinished materials for the Atrium environment so that the material may be transformed and become an instrument for the child to enter into the Mystery. This level of membership is for those who have been in business for at least five years and would like more exposure to catechists and communities using The Catechesis of the Good Shepherd through our CGSUSA website. This level of vendor membership shows our catechists members a greater commitment and supports the purpose and mission of CGSUSA.

Partner Annual Membership of \$500 or more

Answers the call to accompany the workers in the vineyard – the catechists, formation leaders, and others who serve in CGS – by helping to reduce the financial burden on individual catechists. Partner Vendor Members provide the catechists of CGSUSA with materials and resources most often purchased by catechists and communities. Partner Membership includes an advertisement in the annual Servant Song Retreat Program book and a discount on Exhibitor Space at CGSUSA events.

Benefactor Annual Membership of \$1000 or more

Works with CGSUSA to offer formation, ongoing education, and to deepen others' understanding of the spiritual life of the child. Benefactor Vendor Members are signs to the Church and beyond that, the religious values of childhood, especially contemplation and joy, are worth cultivating. Membership at this level will include exclusive access to certain promotional or sponsorship opportunities. CGSUSA is engaged in an increasing array of initiatives and activities, sometimes in partnership with other major associations or groups. In situations where the number of vendors who can be involved is limited, the offer to be involved will be extended first (and sometimes exclusively) to the Benefactor member. Only Benefactor Vendor Members will have the opportunity to sponsor CGSUSA podcasts on topics of interest to the CGSUSA membership.

The process to become a Vendor Member

- Vendor fills out a Vendor Member application found on our website here: <http://bit.ly/cgsusabecomeavendor>.
- Vendor submits a non-returnable standard sample of materials from their inventory of materials. Please choose one representative material and mail it to Mary Mirrione, 7655 East Main Street, Scottsdale, AZ 85251.
- Vendor submits a list of all materials they offer to sell with a photo of each material.
- Vendor submits letters of reference from three sources: at least one source must be a CGS catechist or CGSUSA recognized formation leader who has seen their work.
- CGSUSA reviews photos of materials for agreement with 32 Points of Reflection, online materials manual, and the spirit of the work of CGS.
- If CGSUSA approves application, a welcome and licensing letter is sent to the vendor, who becomes a Vendor Member.
- If CGSUSA does not approve application, it sends a letter of explanation to vendor-applicant, indicating areas of concern that CGSUSA would like vendor-applicant to address before they could become a Vendor Member and be placed on the Source List.
- Approved Vendor Member submits contact information, business card, logo, etc. to be included on Source List.



The United States Association of

The Catechesis of the Good Shepherd®

An Association of Children and Adults

National Office:

7655 Main Street, Scottsdale, AZ 85251

Re: Mandatory Trademark License for Vendor Members

Congratulations on being accepted as a Vendor Member for The United States Association of The Catechesis of the Good Shepherd ("CGSUSA"). By accepting a role as a Vendor Member, you agree to be bound by the terms set out in this letter ("Letter Agreement").

CGSUSA Trademarks: CGSUSA is the owner of THE CATECHESIS OF THE GOOD SHEPHERD® brand in the United States and provides, among other things, resources and materials for catechists to build and furnish Atria under this brand (the "Materials"). THE CATECHESIS OF THE GOOD SHEPHERD® brand includes the following Trademarks (the "Trademarks"):

- THE CATECHESIS OF THE GOOD SHEPHERD



- I AM THE GOOD SHEPHERD Logo ()

Grant of License: In return for the commitments and support you provided in order to become a CGSUSA Vendor Member, CGSUSA hereby grants you a non-exclusive, revocable, royalty-free license to use the Trademarks on or in association with the Materials in the United States. You may not grant any sublicenses to any third party under this Letter Agreement. As part of such license, you have the non-exclusive right to manufacture, sell, and advertise the Materials in the United States at your own cost.

You acknowledge that the Trademarks and all rights therein, including the goodwill pertaining thereto, belong exclusively to CGSUSA, and that all rights arising from or created by use of the licensed Trademarks by you shall inure to CGSUSA's benefit. You agree to safeguard and maintain the reputation and prestige of the Trademarks and shall not do anything that would tarnish the image of or adversely impact the value, reputation, or goodwill associated with the Trademarks.

Term and Termination: This Letter Agreement shall be in full force and effect until terminated pursuant to the terms of this Letter Agreement (the "Term"). Either party may terminate this Letter Agreement upon five (5) days written notice. CGSUSA may terminate this Letter Agreement immediately if: (i) there is a material breach of this Letter Agreement by you; (ii) you bring CGSUSA, the Trademarks, or the

Materials into public disrepute, contempt, scandal, ridicule, or you otherwise harm CGSUSA's reputation or goodwill in CGSUSA's sole opinion; (iii) you offend community standards; or (iv) you lose your status as a CGSUSA Vendor Member, including by failing to timely pay to CGSUSA the minimum support payment required for membership, **which is subject to change at any time at CGSUSA's sole discretion**. Upon the termination of this Letter Agreement, all of your rights under this Letter Agreement shall terminate and immediately revert to CGSUSA, and you shall immediately discontinue all use of the Trademarks, provided, however, CGSUSA will consider in good faith whether a sell-off period is appropriate.

Quality Control: The Materials shall be of a high quality which is at least equal to comparable products manufactured and marketed by CGSUSA under the Trademarks and shall at all times conform with the standard sample you provided to CGSUSA as part of the application process. CGSUSA shall have the right to inspect and approve any Materials. Upon reasonable request by CGSUSA from time to time during the Term, you shall submit to CGSUSA, at no cost to CGSUSA and for approval as to quality, a non-returnable sample of the Materials which you intend to or already do manufacture and sell and one (1) complete set of any promotional and advertising material associated therewith. Failure of CGSUSA to approve such samples within ten (10) working days after receipt thereof will be deemed disapproval. If CGSUSA objects or disapproves, the Materials may not be used or distributed until approval from CGSUSA is obtained. Once approved, no material change may be made to an item without CGSUSA's approval. Upon reasonable notice, you will permit CGSUSA to inspect your inventory of the Materials.

Modifying Materials: You further agree that you will not materially modify the Materials without the express, written permission of CGSUSA, and you agree and acknowledge that CGSUSA will be the sole owner of all right, title and interest in and to any modifications and the resulting modified Materials (the "Modified Materials") upon creation. If for any reason ownership of all right, title and interest in such Modified Materials does not vest exclusively in CGSUSA, you hereby assign, without any further consideration, all right, title and interest in and to the Modified Materials to CGSUSA. You further agree to waive all rights relating to the Modified Materials, including, without limitation, any and all rights of identification, authorship or credit and/or rights known as "moral rights."

Compliance with Applicable Standards: As a Vendor Member, you agree to comply at all times with all applicable laws, regulations and industry standards ("Applicable Standards"), including, without limitation, the Consumer Product Safety Council regulations.

Assignability: This Letter Agreement is personal to you, and you may not assign or delegate any right or obligation under it without the prior written consent of CGSUSA.

Indemnity: You agree to defend and indemnify CGSUSA, its officers, directors, agents and employees, against all costs, expenses and losses (including reasonable attorneys' fees and costs) incurred through claims of third parties against CGSUSA based on your manufacture or sale of the Materials, except to the extent such claims pertain exclusively to the Trademarks.

General Liability Insurance: As a Vendor Member, you agree to purchase and maintain at all times during the Term of this Letter Agreement a comprehensive general liability insurance policy including

product liability coverage, listing CGSUSA as an additional insured (the "Insurance Policy"). You will provide CGSUSA with proof of coverage within five (5) days of purchasing the Insurance Policy and will notify CGSUSA of any material changes to the Insurance Policy during the Term. Upon request by CGSUSA at any time during the Term, you shall submit to CGSUSA, at no cost to CGSUSA and for approval, an up-to-date copy of the Insurance Policy.

Miscellaneous: You agree to execute any documents as reasonably requested by CGSUSA to effect the provisions of this Letter Agreement. Nothing in this Agreement is intended to make either party a general or special agent, joint venturer, partner, or employee of the other party for any purpose. You agree that neither you nor CGSUSA is authorized or empowered to create or assume any obligation of any kind, express or implied, on behalf of the other without the prior written consent of the other. The provisions of this Letter Agreement shall be binding on and shall inure to the benefit of the parties hereto, and their heirs, administrators, successors, and permitted assigns. Any amendment to this Agreement must be in writing and signed by an authorized person of each party.

Entirety of Agreement

The terms and conditions set forth herein constitute the entire agreement between the parties and supersede any communications or previous agreements with respect to the subject matter of this Agreement. There are no written or oral understandings directly or indirectly related to this Agreement that are not set forth herein. No change can be made to this Agreement other than in writing and signed by both parties.

Please signal your agreement to the above by signing below and returning a signed copy of this Letter Agreement. Please also indicate below the level of support you wish to furnish (minimum \$150 per year) and provide payment with submission of this Letter Agreement.

Sincerely,

Mary Mirrione, National Director

I UNDERSTAND AND AGREE TO THE TERMS SET OUT ABOVE:

[NAME OF VENDOR]

Date:

Amount of Support (minimum \$150 per year):