CSIDES - UK Chapter Licence Agreement

Permission to operate an independent local CSIDES UK chapter.

This agreement gives the Chapter limited permission to use the CSIDES name and materials. Defend Together CIC keeps control of the CSIDES intellectual property. The Chapter remains a separate legal entity and is responsible for everything it does locally.

Agreement details	
Licensor	Defend Together CIC, 16 182 563, T&L Business Park, Winterstoke Road, Weston-Super-Mare, BS23 3YS
Chapter	[Full legal name], company or charity number [insert], registered office [insert]
Approved chapter name	CSIDES [Location]
Approved area	[coastal community or area]
Start date	[date]

The parties agree as follows

1. Permission to use CSIDES

1.1. Defend Together CIC grants the Chapter, without charge, a limited, non-exclusive licence to use the Licensed IP only under the Approved Chapter Name, within the Approved Area, and for activities that comply with this agreement, the CSIDES Blueprint and any brand guidance supplied by Defend Together CIC. The Chapter may not transfer this licence or grant permission to anyone else to use the Licensed IP. The licence may be suspended or ended only in accordance with section 6.

1.2. Licensed IP means the CSIDES name, logos, Blueprint, national templates, brand assets and other central CSIDES materials supplied or approved by Defend Together CIC, whether registered or unregistered.

1.3. The Chapter must not make a public announcement, open a CSIDES-branded account or domain, hold an event, seek sponsorship, sell merchandise or otherwise use CSIDES before this agreement has been signed and the Start Date has arrived. Any domain, social media account or legal name containing CSIDES also requires Defend Together CIC's prior written approval.

1.4. Defend Together CIC may update the CSIDES Blueprint or brand guidance by notifying the Chapter by email. The notice will explain the change and when it must be implemented. The Chapter will normally be given at least 14 days to implement a change, unless an earlier change is reasonably required to protect safety, legal compliance or the Licensed IP.

2. Ownership and protection of CSIDES

2.1 Defend Together CIC owns, or controls the licensing of, the Licensed IP. All goodwill created through the Chapter's use of CSIDES belongs to Defend Together CIC. The Chapter does not gain any ownership rights by using the Licensed IP.

2.2 The Chapter may reproduce the Licensed IP only as needed to operate the approved Chapter and in accordance with the CSIDES Blueprint and any brand guidance supplied by Defend Together CIC. After this agreement has been signed and accepted, Defend Together CIC will create and issue the named chapter logo for the Approved Chapter Name. The Chapter may use only that issued named chapter logo as its local CSIDES identity and must use only approved brand files. It must not use another chapter's logo, present the national CSIDES logo as its local chapter logo, or use the Defend Together CIC name or logo without Defend Together CIC's prior written approval. The Chapter must not alter any approved logo or brand asset—including its wording, fonts, colours, imagery, proportions or layout—or register, license, sell, transfer, challenge or claim ownership of the Licensed IP, or combine it with another brand, without Defend Together CIC's prior written approval.

2.3 The Chapter assigns to Defend Together CIC all current and future copyright, design rights and other intellectual property rights in any approved alteration or adaptation of the Licensed IP created by or for the Chapter.

The Chapter must ensure that anyone who creates such material signs any document reasonably required to transfer those rights to Defend Together CIC and, so far as the law permits, waives their moral rights in that material.

Original local material that is not based on or adapted from the Licensed IP remains the Chapter's property. If local material includes unaltered Licensed IP, the Chapter owns only its original elements and does not acquire any ownership of the Licensed IP.

2.4 The Chapter must tell Defend Together CIC promptly if it becomes aware of any suspected unauthorised or misleading use of CSIDES and must provide reasonable assistance to help protect it. Only Defend Together CIC may decide whether and how to enforce the Licensed IP.

2.5 The Chapter must keep any non-public CSIDES Blueprint, templates or central materials confidential. It may share them only with people who need them to operate the Chapter and who have agreed to keep them confidential.

3. Independent chapter responsibility

3.1 The Chapter is a legally independent organisation. It is not a branch, agent, employee, partner or joint venture of Defend Together CIC and has no authority to act or enter into commitments on behalf of Defend Together CIC or any of its directors, staff or volunteers.

3.2 The Chapter is solely responsible for its local activities and liabilities, including its contracts, venues, events, staff and volunteers, safeguarding, sponsors, finances, tax, data protection, health and safety, regulatory compliance and insurance arrangements.

3.3 The Chapter must not represent that it is owned or operated by Defend Together CIC or that it has authority to act on behalf of Defend Together CIC.

3.4 The Chapter must remain a valid legal entity and ensure that insurance appropriate to its activities is in place. That insurance may be provided by the Chapter, a venue or another responsible organisation. The Chapter must notify Defend Together CIC promptly of any serious matter that could materially affect its ability to operate safely and lawfully under the CSIDES name.

3.5 Each party is responsible for complying with data protection law in relation to the personal information it controls. Before the parties share personal information or jointly decide how it will be collected or used, they must agree their respective responsibilities and appropriate safeguards in writing.

4. Liability and protection for Defend Together CIC

4.1 Defend Together CIC's approval of the Chapter, grant of this licence, review of compliance, or provision of guidance or support does not make Defend Together CIC or its directors, staff or volunteers responsible for the Chapter's activities.

Any guidance or support provided by Defend Together CIC is general in nature. The Chapter remains responsible for deciding how it applies to its activities and for obtaining its own professional advice where needed.

4.2 Subject to clause 4.5 and as far as the law permits, Defend Together CIC and its directors, staff and volunteers will not be liable to the Chapter for any loss arising from the Chapter's activities, contracts, decisions, or use of the Licensed IP or Blueprint merely because Defend Together CIC approved the Chapter, granted this licence, reviewed its compliance, or provided guidance or support.

4.3 The Chapter will indemnify, meaning reimburse, Defend Together CIC and its directors, staff and volunteers for liabilities and reasonable legal costs actually incurred as a result of a claim brought by another person or organisation, to the extent that the claim was caused by:

(a) the Chapter's breach of this agreement;

(b) a negligent or unlawful act or omission by the Chapter; or

(c) the Chapter's unauthorised or misleading use of the Licensed IP.

4.4 The indemnity in clause 4.3 will not apply to the extent that the claim was caused by Defend Together CIC's breach of this agreement or by the negligence, fraud or deliberate wrongdoing of the person seeking protection. Defend Together CIC must notify the Chapter promptly of any relevant claim and take reasonable steps to limit the resulting loss.

4.5 Nothing in this agreement excludes liability for death or personal injury caused by negligence, fraud, fraudulent misrepresentation, or any other liability that cannot legally be excluded.

4.6 Defend Together CIC's directors, staff and volunteers may enforce the protections given to them in clauses 4.2 and 4.3 under the Contracts (Rights of Third Parties) Act 1999. Defend Together CIC and the Chapter may change or end this agreement without their consent. No other person may enforce this agreement.

5. Minimum chapter standards

5.1 The Chapter must follow the CSIDES Blueprint and any brand guidance supplied by Defend Together CIC and operate lawfully, safely and for the benefit of its community.

5.2 The Chapter must use CSIDES only for community-benefit purposes. Any surplus generated through CSIDES activities must be used for those purposes and must not be distributed for the private benefit of sponsors, funders, members or owners, except as reasonable payment for genuine goods or services.

5.3 A sponsor or funder may support or participate in running the Chapter, including by providing members of its leadership team. However, that involvement does not give the sponsor or funder:

(a) ownership of or rights in the Licensed IP;

(b) authority to change the CSIDES Blueprint or brand requirements; or

(c) authority to act for or bind Defend Together CIC.

5.4 Any conflict of interest arising from a sponsor's or funder's involvement must be declared and managed through the Chapter's governance arrangements.

6. Suspension, termination, and exit

6.1 This licence will continue until it is ended under this section. The Chapter may end the licence at any time with immediate effect by notifying Defend Together CIC. No advance notice is required.

6.2 Defend Together CIC may review the Chapter's use of the Licensed IP and its compliance with the CSIDES Blueprint and any brand guidance supplied by Defend Together CIC at any time. The Chapter must provide reasonable information and cooperation for that review.

6.3 If Defend Together CIC identifies a failure to follow this agreement, the CSIDES Blueprint or any brand guidance supplied by Defend Together CIC, it will give the Chapter written notice explaining what must be corrected. The Chapter will have 14 days after the notice is treated as received under clause 7.2 to make the required correction.

6.4 If the Chapter does not make the required correction within 14 days, Defend Together CIC may suspend or end the licence.

Defend Together CIC may suspend the licence immediately while an issue is being addressed if it reasonably believes that continued use of CSIDES presents a serious risk to safety, legal compliance, the Licensed IP or the reputation of CSIDES. An immediate suspension takes effect when the suspension email is sent, unless the sender receives a delivery failure message.

6.5 During a suspension, the Chapter must stop using CSIDES to the extent directed by Defend Together CIC.

When the licence ends, the Chapter must:

(a) stop presenting itself as a CSIDES Chapter;

(b) remove the CSIDES name and logo from its activities, websites, accounts and materials;

(c) stop producing, selling or distributing CSIDES-branded merchandise; and

(d) take all reasonable steps to transfer or close any CSIDES domain or social media account as directed by Defend Together CIC.

6.6 Ending the licence does not affect the Chapter's ownership of its own lawful funds, records or other assets. The Chapter has no continuing right to use the CSIDES name, logo, Blueprint or other Licensed IP.

6.7 Clauses 2.1, 2.3, 2.4, 2.5, section 4, and clauses 6.5 and 6.6 will continue to apply after the licence ends.

7. General terms

7.1 This agreement and the permission to use CSIDES apply only to the Chapter legal entity named in the Agreement Details. The Chapter may not transfer that permission to another organisation without Defend Together CIC's prior written approval. A change in the Chapter's directors, trustees, staff or volunteers is not a transfer if the same legal entity remains responsible.

7.2 Any notice or approval under this agreement may be sent by email to the email address most recently used by the receiving party in connection with the Chapter. It will take effect when sent unless the sender receives a delivery failure notice.

7.3 If any part of this agreement is found to be invalid or unenforceable, the remaining parts will continue. Except for updates made under clause 1.4, any change to this agreement must be agreed in writing by both parties.

7.4 This agreement is governed by the law of England and Wales. The courts of England and Wales will have exclusive jurisdiction over any dispute arising from it.

8. Signatures

For Defend Together CIC		**For the Chapter**	
Signed		Signed	
Name		Name	
Role		Role	
Email		Email	
Date		Date	

© Defend Together CIC 2025. CSIDES and the CSIDES logo are owned and licensed by Defend Together CIC.