CIRCULAR NO.01, series of 2016

To: Chief Commissioners
   International Commissioners
   Chief Scout Executives

20 January 2016

Habitat for Humanity International, Inc. and WOSM Partnership

Dear Colleagues:

Greetings!

This is with reference to the presentation made by Habitat For Humanity International, Inc. during the 25th Asia-Pacific Regional Scout Conference in November 2015 in Korea.

On behalf of the Asia-Pacific Regional Scout Committee, we are pleased to inform you that the Asia-Pacific inked a Memorandum of Understanding with Habitat for Humanity, Inc. Scouts working with Habitat for Humanity, Inc is not a new endeavor, Scouts have been participating in the activities and advocates of Habitat for Humanity, Inc. Our common mission with HFHI is to build a better world and the common conviction in the power of the youth to make a positive contribution to society, has resulted to a formal partnership agreement to support HFHI’s Impact Asia campaign.

HFHI’s Impact Asia unites dynamic leaders, youth and celebrities, with communities, private sector organizations and governments, to realize the vision of a world where everyone has a decent place to live. Through Impact Asia, HFHI aims to reach 25 million people in the Asia-Pacific region by 2020; enabling 15 million people to secure safe and affordable homes and engaging a further 10 million people as volunteers, advocates and supporters.

Therefore, we would like to take this opportunity to provide your National Scout Organization (NSO) with a copy of the signed partnership agreement between WOSM/APR and HFHI. HFHI will contact and coordinate with your NSO on potential future projects. We encourage NSOs to study the agreement and coordinate with HFHI on how to implement this project for the betterment of young people and communities in your country.

Thank you and best regards.

J. Rizal C. Pangilinan
Regional Director

[Signature]
THIS PARTNERSHIP AGREEMENT ("the Agreement") is entered into as of October 15, 2015.

BETWEEN Habitat for Humanity International, Inc., a Georgia nonprofit corporation, having an address at 121 Habitat Street, Americus, Georgia 31709 ("HFHI"), with a Regional Headquarters located at 3/F 111 Paseo Condo Building Tower 1, 111 Paseo de Roxas, Makati City 1229, Philippines,

AND Asia-Pacific Scout Region a divisional office of the World Scout Bureau of the World Organization of the Scout Movement, with office address located at ODC International Plaza Building, 219 Salcedo Street, Legaspi Village, Makati City 1229, Philippines ("Scouts").

(each a "Party" and collectively, the "Parties").

WHEREAS:

A. HFHI is a non-profit ecumenical Christian organization dedicated to eliminating substandard housing and homelessness worldwide and to making adequate, affordable shelter a matter of conscience and action. HFHI is founded on the conviction that every man, woman and child should have a simple, decent, affordable place to live in dignity and safety.

B. Scouts is a global youth movement with the mission to contribute to the education of young people, through a value system based on the Scout Promise and Law, to help build a better world where people are self-fulfilled as individuals and play a constructive role in society.

C. Because of their common mission to build a better world, and common conviction in the power of the youth to contribute towards society, both Parties wish to enter into a partnership agreement for HFHI's Impact Asia campaign.
D. Impact Asia is HFHI's new campaign from 2014 to 2020 that unites dynamic leaders, youth and celebrities, with communities, private sector organizations and governments, to realize the vision of a world where everyone has a decent place to live. Through Impact Asia, HFHI aims to reach 25 million people in the Asia-Pacific region by 2020; enabling 15 million people to secure safe and affordable homes and engaging a further 10 million people as volunteers, advocates and supporters.

IT IS AGREED AS FOLLOWS:

1. Scout Build – A 2016 build (Feb-April) organized by Habitat for Humanity and National Scout Organizations to be participated in by 10,000 Scouts building homes and communities across the region. The event aims to concretize the vision of Baden-Powell for Scouts to provide global service and create a better world. It will unify Scouts across the region with one solid community service activity. It serves as a dynamic reflection of the Messengers of Peace program in Scouting and shall contribute to the Scouts goal of one (1) billion community service hours by 2020.

2. Disaster response – Scouts to respond to disasters, conduct Disaster Preparedness and Risk Reduction training courses, and support fundraising activities for Scouts supported projects.

3. Special events and initiatives – HFH will provide opportunities for Scouts to be represented in special events and initiatives organized in the Asia-Pacific region, including but not limited to, the Asia-Pacific Housing Forum, Young Game Changer, Habitat Young Leaders Build, and other special builds.

4. Service Hours – All projects will be registered on Scout.org including the listing of specific service hours – so as to fulfill the formal commitment of World Organization of the Scout Movement (WOSM) to provide 1 Billion Service Hours in support of the new Sustainable Development Goals.

TERM OF THIS AGREEMENT

This Agreement will commence upon the signing of the Agreement and shall continue for five (5) years unless either Party gives written notice of termination in accordance with this
Agreement or until this Agreement is superseded by further amendments or Agreements between the Parties.

Habitat for Humanity International has set minimum standards and guidelines in hosting and sending volunteers to work with Habitat for Humanity or an affiliated organization. The Scouts agrees to follow and comply with standards and guidelines set forth by Habitat for Humanity and or affiliate/national organization on safety procedures, documentation, age requirements, and insurance, among others.

**USE OF HFHI LOGO, SERVICE MARK, AND NAME**

HFHI owns all rights, title and interest in and to the Habitat for Humanity name and service mark (the "HFHI Marks") without limitation all statutory and common law rights connected with the marks.

HFHI will grant to Scouts a limited, non-exclusive, non-assignable, non-transferable, revocable license to use the HFHI Marks in accordance with the specifications that HFHI shall provide to Scouts in writing from time to time. The Parties shall define the responsibilities for the use of the HFHI Marks in this Agreement and subsequent amendments.

Scout agrees that it will not in any way dispute or do anything to impair the validity of the HFHI's rights in the HFHI Marks or HFHI's sole ownership and right to use and control the use of its HFHI Marks. Scouts further agrees that all use of the HFHI Marks shall inure to the benefit of and be on behalf of HFHI and Scouts agrees that nothing in this Agreement shall give Scouts any right, title or interest in the HFHI Marks other than to use the HFHI Marks only in accordance with the terms of this agreement.

Scouts represents and warrants to HFHI that:

1. Each time it reproduces and/or republishes the HFHI Marks, it shall also reproduce the trademark notice "™ Habitat for Humanity," "Habitat for Humanity®," or other notice provided by HFHI, as appropriate, and that prior approval for any such use will be obtained in writing from HFHI.
2. HFHI Marks shall be used in a form identical to that provided by HFHI Marks, in whole or in part, with any other trademark, trade name, service mark, logo or design.
3. It will not create a composite mark, by combining any of the HFHI Marks, in whole or in part, with any other trademark, trade name, service mark, logo or design.

**USE OF SCOUTS LOGO, SERVICE MARK, AND NAME**

World Scout Bureau owns all rights, title and interest in and to the World Scout name and
service mark (the “World Scouting Brand Logo”) without limitation all statutory and common law rights connected with the marks.

World Scout Bureau will grant to HFHI a limited, non-exclusive, non-assignable, non-transferable, revocable license to use the World Scouting Brand Logo Mark in accordance with the specifications that World Scout Bureau shall provide to HFHI in writing from time to time. The Parties shall define the responsibilities for the use of the World Scouting Brand Logo Mark in this Agreement and subsequent amendments.

HFHI agrees that it will not in any way dispute or do anything to impair the validity of the World Scout Bureau’s rights in the World Scouting Brand Logo Mark or World Scout Bureau’s sole ownership and right to use and control the use of its World Scouting Brand Logo Mark. HFHI further agrees that all use of the World Scouting Brand Logo Mark shall inure to the benefit of and be on behalf of World Scout Bureau and HFHI agrees that nothing in this Agreement shall give HFHI any right, title or interest in the World Scouting Marks other than to use the World Scouting Brand Logo Mark in accordance with the terms of this agreement.

HFHI represents and warrants to World Scout Bureau that:

1. Each time it reproduces and/or republishes the World Scouting Brand Logo Mark, it shall also reproduce the trademark notice “™ World Scout Bureau,” “® World Scout Bureau,” or other notice provided by World Scout Bureau, as appropriate, and that prior approval for any such use will be obtained in writing from World Scout Bureau.
2. World Scouting Brand Logo Mark shall only be used in a form identical to that provided by World Scout Bureau, in whole, with any other trademark, trade name, service mark, logo or design.
3. HFHI will not create a composite mark, by combining any of the World Scouting Brand Logo Mark, in whole or in part, with any other trademark, trade name, service mark, logo or design.

REPRESENTATIONS, WARRANTY, AND INDEMNITY

Scouts represents and warrants to HFHI that:
(a) Scouts has received the requisite approval and delegated authority from its management;
(b) it has the right to enter into this Agreement;
(c) it has the power to grant the rights set out in this Agreement;
(d) it will perform according to this Agreement.
Except to the extent caused by HFHI's negligence, intentional misconduct, or breach of this Agreement, Scouts will indemnify HFHI in relation to all claims, costs and expenses directly incurred or suffered by HFHI as a result of any breach of this Agreement by Scouts or any breach of a warranty given by Scouts.

Except to the extent caused by Scouts' negligence, intentional misconduct, or breach of this Agreement, HFHI will indemnify the Partner in relation to all claims, costs and expenses directly incurred or suffered by Scouts as a result of any breach of this Agreement by the HFHI or any breach of a warranty given by the HFHI.

The Parties agree that nothing herein will act to constitute one Party as the agent of the other Party and to respect the strategic directions, mandate and principles of their respective organisations.

**MISCELLANEOUS**

- This Agreement contains the whole agreement of the Parties concerning the subject matter of this Agreement.
- This Agreement supersedes any other agreements, warranties, undertakings, terms or representations concerning the subject matter of this Agreement.
- Any Addenda to this Agreement are incorporated by reference and form part of this Agreement.
- This Agreement may only be amended by a document signed by the parties. If the operation of law renders any part of this Agreement void or ineffective, the validity or enforceability of the remainder of this Agreement is unaffected.
- The failure by HFHI to enforce against Scouts any term or condition of this Agreement shall not be considered to be a waiver or in any way prejudice any right of HFHI.
- The failure by Scouts to enforce against HFHI any term or condition of this Agreement shall not be considered to be a waiver or in any way prejudice any right of Scouts.

**DISPUTE RESOLUTION**

In the event of any dispute, claim, question, or disagreement arising from or relating to this Agreement or the breach thereof, the Parties hereto shall use their best efforts to settle the dispute, claim, question, or disagreement. To this effect, they shall consult and negotiate with each other in good faith and, recognising their mutual interests, attempt to reach a just and equitable solution satisfactory to both parties. If they do not reach such solution within a period
of sixty (60) days, then, upon notice by either Party to the other, all disputes, claims, questions, or differences shall consult with and authorise HFHI to attempt to resolve the dispute between the Parties. If no resolution is reached within 30 days of requested intervention by HFHI, the matter will be finally settled by arbitration by a mutually agreed third party.

This Agreement shall become effective on the date of signing until 31 December 2020.

EXECUTED AS A PARTNERSHIP AGREEMENT:
By executing this Agreement the signatories warrant that they are duly authorised to execute this Agreement on behalf of the Partner.

SIGNED for and on behalf of Habitat for Humanity International, Inc.:

<table>
<thead>
<tr>
<th>Authorised Signatory:</th>
<th></th>
</tr>
</thead>
<tbody>
<tr>
<td>Name: Rick Hathaway</td>
<td></td>
</tr>
<tr>
<td>Position: Area Vice President, Asia-Pacific Office</td>
<td></td>
</tr>
<tr>
<td>Date: 15 October 2015</td>
<td></td>
</tr>
</tbody>
</table>

SIGNED for and on behalf of Asia-Pacific Scout Region

<table>
<thead>
<tr>
<th>Authorised Signatory:</th>
<th></th>
</tr>
</thead>
<tbody>
<tr>
<td>Name: Jose Rizal C. Pangilinan</td>
<td></td>
</tr>
<tr>
<td>Position: Regional Director, Asia-Pacific Regional Office</td>
<td></td>
</tr>
<tr>
<td>Date: 15 October 2015</td>
<td></td>
</tr>
</tbody>
</table>