

**Licensee Application for
Texas Southern University**

Office of General Counsel
Hannah Hall, Suite 310
Houston, Texas 77004
Phone: 713/313-7950 – Fax: 713/313-1906

Nonexclusive License

Date:

Company Name:

Address:

City: _____ State: _____ Zip _____

Telephone: _____ Fax: _____

Contact Person & Title:

Description of each product you are requesting to have licensed:

1. _____

2. _____

3. _____

Products currently manufactured and/or distributed:

1. _____

2. _____

3. _____

Areas of Distribution:

Local

Regional

National

Description of Company:

Corporation _____

Partnership _____

Proprietorship _____

Individual _____

Subsidiary _____

If a subsidiary, please enter parent company:

Financial information

Date organized/incorporated:

Please list owners, partners, or officers:

1. _____

2. _____

3. _____

Bank reference(s):

1. _____

2. _____

3. _____

Other licenses: _____

NONEXCLUSIVE LICENSE AGREEMENT

THIS LICENSE AGREEMENT is made and entered into as of the _____ day of _____, 20____, by and for Texas Southern University, 3100 Cleburne Avenue, Houston, Texas 77004 (hereinafter referred to as "LICENSOR") and:

(herein referred to as "LICENSEE").

WITNESSETH:

WHEREAS, LICENSOR is the owner of all rights, title and interest in and to certain designs, logotypes, slogans, trade names, trademarks and service marks, which are shown or described in Exhibit A attached hereto and are hereinafter referred to as the Marks"; and WHEREAS, LICENSEE desires a non-exclusive license to use the Marks upon and in connection with certain products, which are shown and described in Exhibit B and hereinafter referred to as "the Licensed Products"; and WHEREAS, LICENSOR is willing to grant such a license to LICENSEE: NOW, THEREFORE, in consideration of the mutual covenants and undertakings hereinafter set forth, it is hereby agreed, by and between LICENSOR AND LICENSEE, THAT:

1.Ownership

1.01: LICENSEE hereby acknowledges and agrees that the Marks are valid and are the exclusive property of LICENSOR. LICENSEE further agrees that LICENSOR shall retain full ownership of the Marks throughout the term of this License Agreement and that all use of the Marks by LICENSEE shall inure to the benefit of the LICENSOR.

2.Non-exclusive License Grant

2.01: LICENSOR hereby grants to LICENSEE and LICENSEE hereby accepts from LICENSOR, upon the terms and conditions set forth in this License Agreement, a non-exclusive license to use the Marks (as shown and described in Exhibit A) solely in connection with the manufacture, sale, distribution, promotion, and advertising of the Licensed Products (as shown and described in Exhibit B.)

3. Royalties

3.01 : In consideration of the rights granted by LICENSOR to LICENSEE under Paragraph 2.01, LICENSEE agrees to pay LICENSOR an annual contract initiation of \$50.00 and a royalty of seven percent (7%) of the Net Sales Receipts of any and all

Licensed Products sold, distributed, transferred, or otherwise disposed of by LICENSEE. Net Sales Receipts shall be defined herein as that amount of money received from the sale, distribution, transfer, or disposal of the Licensed Products, less transportation charges, trade discounts, returns, and any applicable taxes.

4.Royalty Payments

4.01: Liability for royalty payments under Paragraph 3.01 shall accrue at such time as LICENSEE sells the Licensed Products. A Licensed Product shall be deemed sold when shipped or invoiced, whichever first occurs. In the event that any Licensed Product is not sold by LICENSEE, but is distributed by LICENSEE as, for example, a promotion or giveaway, the selling price for purposes of computing this royalty shall be the fair market value for such Licensed Product at the time of such distribution.

4.02: Royalty payments, as specified in Paragraph 3.01, shall be made by LICENSEE within thirty (30) days following the close of each calendar quarter. A final royalty payment shall be made within sixty (60) days following the date of any termination of this agreement according to Paragraph 11.

5.Reports and Records

5.01: Royalty payments as specified in Paragraph 4.02 together within a written report thereof shall be made to: Texas Southern University, Office of General Counsel, Houston, Texas 77004, showing the Net Sales Receipts as defined in Paragraph 3.01, the quantity sold for each of the Licensed Products, and the total royalty due.

5.02: LICENSEE shall maintain or cause to be maintained, books of account and other records of all its activities under this License Agreement. LICENSEE hereby agrees that such books and records shall be subject to inspection by LICENSOR, or its nominee, at any and all times during regular business hours at LICENSEE's principal place of business as set forth hereinabove, and LICENSEE further agrees that the LICENSOR shall have the right to inspect such other records and books of LICENSEE as are reasonably necessary to verify the correctness of royalty payments. LICENSEE hereby agrees to give LICENSOR all reasonable assistance regarding such verification, and LICENSOR may appoint a Certified Public Accountant, or equivalent thereof, of LICENSOR'S choice, for the purpose of auditing such books of account and other records.

6.Term

6.01: This License Agreement shall commence on the date of execution hereof, and shall continue for a period of twelve (12) months from such date or July 1st. All agreements are renewed on July 1st of each year, regardless of the date of execution.

7.Indemnification by LICENSEE

7.01: LICENSEE hereby indemnifies and holds harmless the LICENSOR and any of its respective members, officers, directors, and employees from any claims, suits, loss, or damage arising out of any and all defects in the Licensed Products.

7.02: Approval by LICENSOR of a particular Licensed Product shall not be deemed an endorsement by LICENSOR of the usefulness or safety of such Licensed Product bearing the Mark, nor shall approval be deemed in any manner a guarantee or warranty of any nature with respect to items so approved.

7.03: Proof of adequate general and product liability insurance shall be provided to LICENSOR by LICENSEE upon request.

8. Display and Approval of Quality

8.01: It is the purpose of the Section 8 to prevent any use of the Marks in any manner which could cause embarrassment or ridicule to LICENSOR, or which might be offensive to standards of good taste, as determined solely by LICENSOR. LICENSEE, therefore, agrees that the quality and nature of the Licensed Products shall be subject to the approval of the LICENSOR.

8.02: LICENSOR shall provide LICENSEE guidance on the proper use of the LICENSOR'S Marks. To this end, LICENSEE shall, before any manufacture, sale, distribution, promotion, or advertisement of any Licensed Product, furnish to: Texas Southern University, Office of General Counsel, Hannah Hall 310, Texas Southern University, Houston, Texas 77004, free of cost, for LICENSOR'S written approval, samples of each such Licensed Product as set forth in Exhibit B and other related items which bear the Marks including, but not limited to, cartons, containers, advertisements, packing, or wrapping material for the Licensed Products. In addition, after receiving approval, LICENSEE shall provide, free of cost, actual samples of the manufactured Licensed Product.

8.03: In the event that any changes are made in the nature or quality of any of the Licensed Products shown and described in Exhibit B, LICENSEE shall submit one (1) sample of such changed product to LICENSOR for approval prior to the sale, distribution, promotion, or advertising of any such changed product, and no such changed product shall be sold, distributed, promoted, or advertised without LICENSOR'S prior approval in writing. In addition, after receiving approval, LICENSEE shall provide, free of cost, actual samples of the manufactured Licensed Product.

9. Marking

9.01: Whenever and wherever LICENSEE uses any of the Marks, such Marks shall be accompanied by an appropriate notice in accordance with the written instructions of LICENSOR. Proper symbols for such notice shall be placed adjacent to each Mark, for example, the ® symbol shall be used for a Mark registered in the United States Patent and Trademark Office, and the trademark; symbol shall be used for a Mark not so

registered. All Licensed Products may, at the option of LICENSEE, include a footnote stating that the use of the Marks is authorized by LICENSOR.

10.LICENSEE'S Duty to Exploit

10.01: LICENSEE hereby covenants and agrees that, during the term of this License Agreement, LICENSEE will diligently manufacture, sell distribute, promote, advertise, and otherwise develop the Licensed Products.

10.02: If LICENSEE shall not have commenced to manufacture, sell, distribute, promote, advertise, or otherwise develop the Licensed Products within four (4) months after the date of this License Agreement, or if LICENSEE fails to sell a Licensed Product during a period of six (6) months, LICENSOR may terminate this License Agreement, at its sole option, with respect to such Licensed Products by giving written TSU notice of such termination to LICENSEE. Such notice shall be effective in accordance with Paragraph 13.01.

11.Termination

11.01: Automatic termination: This agreement shall be deemed terminated automatically, effective immediately, upon the occurrence of any of the following:

(a) Any attempt by LICENSEE to grant a sublicense or any attempt by LICENSEE to assign any right or duty under this license agreement to any person, corporation, partnership, association, or any other third party, without the prior written consent of LICENSOR;

(b) Any unauthorized use of the Marks such as by the sale of products not included in Exhibit B and bearing the Marks, or any sale by LICENSEE of any Licensed Product concerning which LICENSEE has received notice from LICENSOR of a defect in quality, unless such defect is corrected to the complete satisfaction of LICENSOR.

(c) Any use by LICENSEE of any of LICENSOR'S Trademarks or Service Marks, which are not identified in Exhibit A.

(d) Failure to correct any default within sixty (60) days after TSU has given written notice thereof; or

(e) Proceeding in bankruptcy, receivership, or insolvency, whether voluntary or involuntary are initiated by or against LICENSEE.

11.02: Termination for cause: Upon any failure by LICENSEE to account for and make any royalty payment under Paragraph 3.01 within fifteen (15) days of the date such royalty payment was to be made as specified in Paragraph 4.02, or upon breach by LICENSEE of any other term, condition, provision, or covenant of this License Agreement, LICENSOR may terminate this License Agreement by giving LICENSEE

thirty (30) days prior written notice of LICENSOR'S intent to so terminate for cause; unless, LICENSEE shall fully remedy and cure such breach within said thirty (30) day period.

12.Action Following Termination

12.01: Upon termination of this License Agreement, all rights granted to LICENSEE hereunder shall revert to LICENSOR and LICENSEE shall refrain from any further use of the Marks, except as otherwise provided in Paragraph 12.02.

12.02: Upon termination of this License Agreement, LICENSEE shall have the right for a period of sixty (60) days immediately thereafter to sell previously manufactured and unsold Licensed Products, and thereafter, LICENSEE shall cease all sales of Licensed Products. LICENSEE shall furnish a final royalty payment to LICENSOR for such sales as provided under Paragraph 4.02, provided, however, that the right to sell licensed products under this Paragraph 12.02 shall not apply to any licensed product that has not been approved pursuant to Section 8, or concerning which LICENSEE has received notice from LICENSOR of a defect in quality.

13.Notices

13.01: All notices and statements to be given, and all payments to be made hereunder, shall be given or made at the respective addresses as set forth herein, unless notification of a change of address is given in writing, and the date of receipt shall be deemed the date the notice or statement is delivered to the respective addresses below:

LICENSOR Andrew C. Hughey Office of General Counsel Texas Southern University 3100 Cleburne Avenue Houston, Texas 77004 713/313-7950 phone 713/313-1906 fax	LICENSEE _____ _____ _____ _____ _____ _____
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14.No Assignment or Sublicense by LICENSEE

14.01: This License Agreement and all rights and duties hereunder are personal to LICENSEE and shall not, without the written consent of LICENSOR, be assigned, mortgaged, sublicensed, or otherwise encumbered by LICENSEE or by operation of law.

15.Entire Agreement

15.01: This License Agreement constitutes the full understanding of the parties hereto and incorporates all prior discussions between them. Any changes or modifications in this License Agreement shall be effective, if and only if, made in writing and executed by the LICENSOR and by LICENSEE.

16.No Joint Venture

16.01: This License Agreement shall not create neither a partnership, nor a joint venture between the parties hereto, nor give either party the right to act on behalf of the other party, except as explicitly stated herein.

17.Governing Law

17.01: The validity of this agreement and the interpretation of its terms shall be governed according to the laws of the State of Texas. Venue for any legal proceedings incident to this agreement shall lie in Harris County, Texas.

18.Infringement

18.01: LICENSEE hereby agrees to notify LICENSOR of any unauthorized use of the Marks by third parties of which it becomes aware, and agrees to cooperate in any action or proceeding brought to enforce LICENSOR'S exclusive rights to its Marks.

18.02: LICENSOR makes no covenant to bring or defend any action or proceeding for infringement of the Marks, and such decision to bring or defend any infringement action or other proceeding shall be solely within the discretion of LICENSOR. LICENSEE waives any claim to the proceeds of any action or proceeding LICENSOR initiates for infringement of the Marks, and covenants not to bring any action or claim against LICENSOR to obtain any portion of such proceeds.

19. Authority

19.01: The person signing below on behalf of the University and Contractor warrants that he/she has the authority to execute this agreement according to its terms on behalf of University and Contractor.

20. Alternative Dispute Resolution

20.01: The dispute resolution process provided for in Chapter 226O of the Government Code shall be used, as further described herein, by the University and the Contractor to attempt to resolve any claim for breach of Contract made by the Contractor. To initiate the process, the Contractor shall submit written notice, as required by subchapter B, to the General Counsel, Office of General Counsel, 3100 Cleburne, Houston, Texas 77004. Said notice shall specifically state that the provisions of Chapter 226O, subchapter B, are being invoked.

21. Compliance With Law

21.01: Contractor shall certify that he or she is in compliance with all applicable state and federal laws, including licensing or certification requirements.

22. Entire Agreement

22.01: This agreement constitutes the entire agreement and supercedes all prior or contemporaneous agreements, whether written or oral, between the parties. Verbal representations not contained herein shall not be binding on the parties unless acknowledged by them in writing.

23. Officials Not To Benefit

23.01: No trustee, officer, director, regent, employee, administrator and representative of Texas Southern University shall be admitted to any share or part of this agreement or to any benefit that may arise therefrom.

24. Insurance

24.01: Through the life of this Agreement, LICENSEE shall maintain comprehensive general and products liability insurance in the following amounts:

Bodily Injury	\$1,000,000 each occurrence
	\$1,000,000 aggregate
Property Damage	\$ 250,000 each occurrence
	\$ 250,000 aggregate

Such comprehension general liability insurance maintained by LICENSEE shall name TSU as an additional insured, including products liability. **LICENSEE shall furnish a certificate of insurance to TSU evidencing the coverage referred to above as soon as practicable, but not more than thirty (30) days prior to written notice of cancellation or material reduction in coverage.**

IN WITNESS WHEREOF, the parties hereto have caused this agreement to be executed as of the day and year first above written.

LICENSEE:

(Title)

LICENSOR:

Texas Southern University

TRADEMARK LICENSING APPLICATION CHECK LIST

TEXAS SOUTHERN UNIVERSITY REQUIRES THE FOLLOWING TO PROCESS YOUR APPLICATION:

1. A completed License Application
2. License Application and License Agreement (signed and dated)
3. A check for \$50 payable to Texas Southern University
4. A certificate of product liability insurance from a carrier rated B+ or better, naming TSU as an additional insured, in the amount of One Million (\$1,000,000) Dollars per occurrence; and
5. A representative sample of your product for quality approval and your TSU designs for design approval. We will also need a TSU product sample before you begin to manufacture and sale.

When both your application and your representative product are approved, we will return a fully executed agreement to you.

6. Annual minimum royalty fee of \$300.00 for apparel companies, \$150.00 for all others.

Thank you,

Texas Southern University Licensing Program