

**LICENSEE APPLICATION FOR
Georgia College & State University
Nonexclusive License**

Date: _____ Company: _____

Address: _____

City: _____ State: _____ Zip: _____

Telephone: (____) _____ Fax: (____) _____

E-mail: _____

Contact Person & Title: _____

DESCRIPTION OF EACH PRODUCT YOU ARE REQUESTING TO HAVE LICENSED. (Attach additional sheets if necessary.)

1. _____

2. _____

3. _____

PRODUCTS CURRENTLY MANUFACTURED AND/OR DISTRIBUTED:

1. _____

2. _____

3. _____

AREAS OF DISTRIBUTION:

Local: _____

Regional: _____

National: _____

COMPANY INFORMATION: Check applicable business types.

_____ 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. _____

NON-EXCLUSIVE LICENSE AGREEMENT

THIS LICENSE AGREEMENT is made and entered into as of the _____ day of _____, 20____, by and for Georgia College & State University, a division of the University System of Georgia, 270 Washington Street, S.W., Atlanta, Georgia 30334 (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 on the Graphic Identity Program pages of GCSU's licensing webpage located at <http://www.gcsu.edu/communications/licensing.htm> 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 listed on this application 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 solely in connection with the manufacture, sale, distribution, promotion, and advertising of the Licensed Products.

3. Royalties

3.01: In consideration of the rights granted by LICENSOR to LICENSEE under Paragraph 2.01, LICENSEE agrees to pay LICENSOR a one-time contract initiation fee 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 with a written report thereof, shall be made to Georgia College & State University, Office of Auxiliary Services, CBX 037, Milledgeville, Georgia 31061, 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, and may be renewed thereafter for additional periods of time by agreement of the parties.

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 GCSU manufacture, sale, distribution, promotion, or advertisement of any Licensed Product, furnish to: Office of University Communications, CBX 097, Georgia College & State University, Milledgeville, Georgia 31061, free of cost, for LICENSOR'S written approval, one (1) sample of each Licensed Product and other related items which bear the Marks including, but not limited to, cartons, containers, advertisements, packing, or wrapping material for the Licensed Products.

8.03: In the event that any changes are made in the nature or quality of any of the Licensed Products, 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.

9. Marking

9.01: Whenever and wherever any of the Marks are used by LICENSEE, 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 GCSU notice of such termination to LICENSEE. Such notice shall be effective when reached by LICENSEE.

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 sub-license 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 or any sale by LICENSEE of any Licensed Product 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 on the Graphic Identity Program pages of GCSU's licensing webpage located at <http://www.gcsu.edu/communications/licensing.htm>.

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 ninety (90) 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 herein.

14. No Assignment or Sub-License 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, sub-licensed, 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 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: This License Agreement shall for all purposes be governed by, construed, enforced, and performed according to the laws of the State of Georgia.

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.

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

LICENSEE: _____

Witnesses:

LICENSOR:

Board of Regents of the University System of Georgia

By: _____
Vice President of Business & Finance
Georgia College & State University

Witnesses: