

University of West Georgia

TO: PROSPECTIVE UNIVERSITY OF WEST GEORGIA LICENSEES
FROM: OFFICE OF TRADEMARK LICENSING, AUXILIARY SERVICES

Thank you for your interest in producing merchandise bearing the names and trademarks of University of West Georgia. The prospective West Georgia licensee package includes a licensee application form, royalty reporting form and the license agreement.

The annual term of a license agreement with the University of West Georgia commences on the 1st day of July and expires on the 30th day of June for each calendar year, and licensee shall pay an annual contract initiation fee of \$50. The contract fee of \$50 will cover the term of the license agreement from the date of execution through the expiration date of June 30th, 2018.

To become licensed to use the University of West Georgia name and logos, complete the licensee application form, sign and witness **two** copies of the agreement. To complete the license agreement, please execute and attach **Exhibit B** (University of West Georgia products to be licensed) and return both complete copies of the license agreement to this office, along with the \$50 annual fee. After the agreements are signed here, I will email you a pdf file. Please be sure to include a representative sample (or catalog, or a company generated list of products with photos via email to Trademarklicensing@westga.edu) of the products you wish to have licensed.

After your company is licensed, if you would like to receive the artwork in electronic format, please send your request via e-mail to sshelnut@westga.edu. Please be sure to indicate the format you prefer with the request. To complete the licensing process, you will need to submit samples of your University of West Georgia merchandise *via email* for approval prior to production or distribution. *Please review the updated visual identity brand guideline, as some marks have been retired.*

Again, I appreciate your interest in the University of West Georgia licensing program. If you have any questions regarding the program or the agreement, please contact me at (678)839-5077 or via email. We look forward to working with you as a licensee.

Sincerely,

UNIVERSITY OF WEST GEORGIA

Sherri Shelnut Smith

Sherri Shelnut Smith
Licensing Administrator
Auxiliary Services

LICENSE APPLICATION UNIVERSITY OF WEST GEORGIA NONEXCLUSIVE LICENSE

The commercial use of the University of West Georgia names, symbols, and logos must be approved and licensed through the Trademark Licensing Office. If your company is interested in becoming a licensee, complete the application below and return to: **University of West Georgia, Trademark Licensing, 1601 Maple Street, Carrollton, Georgia 30118.**

Office use Only: Received

DATE OF APPLICATION: _____
NEW LICENSEE: _____ RENEWAL APPLICATION: _____

PREFERRED COMPANY NAME: _____
ALSO D/B/A: 1. _____
2. _____

PREFERRED MAILING ADDRESS: _____

OTHER: _____
WEBSITE ADDRESS: _____

CONTACT INFORMATION:
LICENSING
CONTACT PERSON: _____
TITLE: _____
PHONE NUMBER: _____ Ext: _____
TOLL FREE NUMBER: _____
FAX NUMBER: _____
E-MAIL ADDRESS: _____

ROYALTIES
CONTACT PERSON: _____
TITLE: _____
PHONE NUMBER: _____ Ext: _____
TOLL FREE NUMBER: _____
FAX NUMBER: _____
E-MAIL ADDRESS: _____

SALES REPRESENTATIVE:
CONTACT PERSON: _____
TITLE: _____
PHONE NUMBER: _____ Ext: _____
TOLL FREE NUMBER: _____
FAX NUMBER: _____
E-MAIL ADDRESS: _____

PRODUCTS CURRENTLY MANUFACTURED AND/OR DISTRIBUTED:

1. _____ 3. _____
2. _____ 4. _____

SEE ATTACHED LIST: _____ SEE ATTACHED CATALOG: _____

DESCRIPTION OF EACH PRODUCT YOUR COMPANY IS REQUESTING TO HAVE LICENSED:

1. _____ 3. _____
2. _____ 4. _____

EXHIBIT B OF LICENSE AGREEMENT

(PROVIDE A CATALOG OR A COMPANY GENERATED LIST OF PRODUCTS WITH PHOTOS VIA EMAIL TO Trademarklicensing@westga.edu)



NON-EXCLUSIVE LICENSE AGREEMENT

THIS LICENSE AGREEMENT is made and entered into as of the(1) ____ day of _____, 20____ by and between the Board of Regents of the University System of Georgia, a department of the state government of Georgia, having its principal place of business at 224 Washington Street, S.W., Atlanta, Georgia 30334 (hereinafter referred to as "LICENSOR" and:

(2) _____

(hereinafter referred to as "LICENSEE").

WITNESSETH:

WHEREAS, LICENSOR is the owner of all right, 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 shown and described in Exhibit B and are hereinafter referred to as "the Licensed Products"; and WHEREAS, LICENSOR 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 are 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

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 LICENSOR.

2. Non-Exclusive License Grant

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 Licensed Products (as shown and described in Exhibit B).

3. Royalties

In consideration of the rights granted by LICENSOR to LICENSEE under Paragraph 2, LICENSEE agrees to pay LICENSOR an annual contract initiation royalty of \$50.00 and a royalty of eight percent (8%) 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. [Note LICENSEE may be excluded from this section if it meets the criteria of Exhibit C Exclusions.]

4. Royalty Payments

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.

Royalty payments, as specified in Paragraph 3.01 shall be made by LICENSEE within thirty (30) days after the end of each calendar quarter for the quarter just ended. A final royalty payment shall be made within sixty (60) days following the date of any termination of this License Agreement according to Paragraph 9.01.

5. Reports and Records

Royalty payment (made payable to University of West Georgia) as specified in Paragraph 4.02, together with a written report thereof shall be made to:

Trademark Licensing Office
University Community Center
University of West Georgia
1601 Maple Street
Carrollton, GA 30118

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.

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, to its nominee, at any and all times during regular business hours at LISENSEE'S principal place of business as set forth hereinabove, and LICENSEE further agrees that 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. Terms

This License Agreement shall commence on the date of execution hereof, and shall continue for a period of 12 months from such date, and may be renewed thereafter for additional periods of time by agreement of the parties.

7. Indemnification by LICENSEE

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.

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

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

8. Display and Approval of Quality

It is the purpose of this 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 LICENSOR.

LICENSOR shall provide LICENSEE guidance on the proper use of LICENSOR'S Marks. To this end, LICENSEE shall, before any manufacture, sale, distribution, promotion or advertisement of any Licensed Product, furnish to:

Trademark Licensing Office
University Community Center
University of West Georgia
1601 Maple Street
Carrollton, GA 30118

free of cost, for LICENSOR'S written approval, one (1) sample 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. Such products will be returned upon request. In lieu of sending an actual sample, if a full description of the product can be shown, LICENSEE may submit samples of the product as an electronic file to the Trademark Licensing Office at trademarklicensing@westga.edu. Acceptance of the electronic version will be at the sole option of the LICENSOR.

9. Termination

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 of 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.

10. Action Following Termination

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.

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.

11. Notices

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.

12. No Assignment or Sublicense by LICENSEE

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

13. Entire Agreement

This License Agreement constitutes the full understanding of the parties hereto and incorporates all prior discussion 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.

14. Infringement

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.

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.

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

Witnesses:

Witnesses:

LICENSOR:

Board of Regents of the
University System of Georgia

By: _____

James R. Sutherland

Title: Vice President for Business & Finance

School: University of West Georgia

LICENSEE: _____

By: _____

Title: _____

EXHIBIT A

TRADEMARKS OR SERVICE MARKS

Exhibit A refers to University Marks as contained in University of West Georgia Visual Identity and Licensing Guidelines approved May 2009. Guidelines may be viewed at <http://www.westga.edu/logos/> .

EXHIBIT B
DESCRIPTION LICENSED PRODUCTS TO BE PRODUCED

[Licensee may submit electronic images of the proposed products in lieu of actual products as called for in Section 8.02]

EXHIBIT C
EXCLUSIONS

[Exhibit C is made part of the License Agreement for vendors providing services to the university for which no royalty payment is required]

WHERE AS, LICENSEE is fully licensed by LICENSOR to manufacture, sale, distribute, promote and advertise Licensed Products (as shown and described in Exhibit B) and further defined in Section 2 **Non-Exclusive License Grant**; and

WHERE AS, LICENSOR has a need to purchase products of the LICENSEE bearing the marks of the University for internal use as described in Exhibit A; and

WHERE AS, LICENSOR does not wish to collect royalty payments or annual contract initiation fee from these transactions;

NOW, THEREFORE, in consideration of the mutual covenants and undertakings hereinafter set forth, it is hereby agreed, by and between LICENSOR and LICENSEE, that:

LICENSEE who sell products to the LICENSOR (defined as a University of West Georgia department or recognized student organization) by means of a University purchase order or state purchase card transaction is exempt from meeting Sections 3 through 5 of the License Agreement relating to Royalties. **This exemption does not apply to orders from the University Bookstore, 120 Cunningham Drive, Carrollton, Georgia 30118.**

[Note: this section must be signed by the LICENSEE to be in effect for the Agreement]

Witnesses:

Witnesses:

LICENSER:

Board of Regents of the
University System of Georgia

By: _____

James R. Sutherland

Title: Vice President for Business & Finance

School: University of West Georgia

LICENSEE: _____

By: _____

Title: _____

University of West Georgia

Licensing Program Fact Sheet

1. **Grant:** University of West Georgia grants a nonexclusive license for the use of any identifying name or mark of University of West Georgia.
2. **Term:** The annual term of the license agreement commences on the first (1st) day of July and expires on the thirty (30th) day of June of each new calendar year.
3. **Termination:** University of West Georgia can terminate upon thirty (30) days notice if Licensee fails to observe the terms of the agreement.
4. **Royalties:** Royalty fee of eight percent (8%) of the wholesale cost of the goods.
5. **Reporting:** Licensee must report sales and pay royalty on a quarterly basis. Reports must be submitted in April, July, October, and January for the three (3) months prior to each. Reports should be sent to Sherri Shelnut, Trademark Licensing Office, University of West Georgia, 1601 Maple Street, Carrollton, GA 30118. Interest accrues at the rate of one and one-half percent (1 ½ %) per month, on past due royalty payments.
6. **Quality Standards:** Licensee must provide a sample of each University of West Georgia product to be sold prior to production or distribution. Samples of each design or modification of each design must be approved by Trademark Licensing Office. Art work can be faxed to (678) 839-5073 or emailed to trademarkinglicensing@westga.edu for approval.
7. **Product Liability Insurance:** Licensee must maintain comprehensive general and product liability insurance, naming University of West Georgia as an additional insured.
8. **Licensing Fee:** Licensee pays an annual licensing fee of \$ 50. Not to be credited towards any royalty.

Camera-ready or electronic artwork and official color samples are available through the licensing office. The official school colors are blue (PMS 286) and red (PMS 185), and gray (PMS 429) as accent colors. **NOTE: Some logos have been RETIRED and are no longer in use.

The above is a summary of the major terms and conditions of the standard nonexclusive license agreement between University of West Georgia and manufacturers for the use of the trademarks of University of West Georgia. Prior to execution, the Licensee should read the agreement carefully as the above outlines only major terms of the agreement.

If you have any questions concerning the licensing program, please contact Sherri Shelnut Smith, Licensing Administrator at 678-839-6525. We look forward to working with you as a licensee.