

LICENSE AGREEMENT
REVOCABLE LICENSE TO USE THE NAME AND
SYMBOLS OF CALIFORNIA STATE UNIVERSITY, CHICO

This License Agreement is between the Research Foundation of California State University, Chico (Licensor) and _____ (Licensee).

WHEREAS, Licensor, who is acting as the fiscal agent of CSU, Chico who is the owner of the official trade names and logos or symbols shown on Schedule A attached hereto (the "Licensed Marks"), and

WHEREAS, Licensee desires to acquire from Licensor the non-exclusive right and license to use the Licensed Marks for the purpose of merchandising those products identified on Schedule B attached hereto (the "Licensed Goods"),

IT IS THEREFORE AGREED:

1. Licensor hereby grants to Licensee the non-exclusive right and revocable license to use the Licensed Marks in association with the Licensed Goods for a period of two years from the date of execution of this agreement. Licensee agrees neither to use nor otherwise to infringe upon any other trademarks, trade names, or logos owned or claimed by California State University, Chico.

2. Licensee will not alter, distort, rotate, screen, texture, shade, shadow, or place within tight borders or shapes or otherwise misuse the attached licensed marks.

3. Licensee shall pay to Licensor quarterly royalties to equal 10% of net sales of Licensed Goods sold under the Licensed Marks. Net sales are the gross sales of Licensed Goods less any discounts or returns given and less shipping and insurance costs included in gross sales. This royalty fee shall be paid quarterly on a calendar year basis (four times per year) by the 30th day following the close of the preceding calendar quarter (January 30, April 30, July 30, October 30). Products shall be deemed to have been sold when invoiced, or if not invoiced, then when delivered, shipped or paid for, whichever is first. This royalty is payable by Licensee even if it does not charge the buyer for the Licensed Goods and shall be based on the usual net sales price charged to other buyers in the same or similar locality. Quarterly royalties received by Licensor shall be credited against the minimum royalty. If the royalties described above are not paid within the specified time limits, such royalties shall bear interest at the rate of ten percent per year until paid. In the event of default in payment of any royalties due Licensor under the terms of this Agreement, and if it becomes necessary for Licensor to undertake legal action to collect such royalties, Licensee shall pay for all reasonable legal fees and costs incurred by Licensor in connection therewith provided the legal action undertaken by Licensor results in a determination that royalties were due Licensor under the terms of this Agreement. All royalties must be paid in U.S. dollars. Royalty checks shall be made payable to the Research Foundation and they and all communications regarding this License shall be mailed or delivered to the Director of Licensing, Office of the President, California State University, Chico, Chico, California 95929-0150.

4. Licensee shall, on or before the last day of each month in which royalties are paid, furnish to Licensor a statement, certified by Licensee's Licensing Director, of the sales of the licensed products by Licensee during the preceding quarter. Licensee agrees to supply such other data to Licensor and give access to its records to Licensor as may reasonably be requested by Licensor for verification by them of the sales and royalty payments.

5. Licensee agrees that except for the licenses and permissions granted herein, it has no right or interest in the attached trade names and logos or symbols and agrees that upon termination of this revocable

license it will not thereafter use any of the attached trade names and logos in any manner. Licensee shall not register, or attempt to register, any of the attached trade names and logos.

6. Licensee shall not sell, assign, transfer, or convey any right or interest in this agreement unless the written consent of the Licensor hereto shall have been obtained in advance of making such assignment.

7. Should Licensee use the Licensed Marks for any purpose other than that set out in the agreement, or breach any terms contained in this agreement, this agreement may immediately terminate and Licensor shall have the right to retain all funds paid to Licensor by Licensee. Notwithstanding the above, Licensor or Licensee may terminate this agreement at any time when it believes it is in its best interest to do so provided 60 days prior written notice is given. In the event of termination hereunder, Licensee shall have the right to sell all Licensed Goods, with a Licensed Mark printed thereon, in inventory at the time written notice is given. Royalty shall be payable on such sales. Licensee further agrees that Licensor will not be liable for negligence or any lost profits or for any claim or demand against the Licensor by any other party. In no event will Licensor be liable for consequential damages.

8. Samples of artwork and designs of all licensed products with the affixed trade names and logos must be submitted to the Licensing Director, California State University, Chico for approval prior to sales. Licensee shall maintain, for the licensed products, such reasonable manufacturing, servicing, and quality standards as may be prescribed by California State University, Chico. Any proposed change by Licensee involving any alteration in the structure, design, or quality of the licensed products shall be submitted to the Licensing Director, California State University, Chico for approval prior to the use of the trade names and logos in connection therewith. In this connection, Licensee may assume disapproval unless, within fourteen (14) days from receipt of a written submission, Licensee has been advised of approval.

9. CSU does not tolerate labor abuse. All CSU licensees that manufacture, assemble or package products, including those with the CSU name, logo or image, must certify that no materials or supplies produced through sweatshop, child, convict or forced labor have been used, and that they meet the applicable local, state and national standards relating to wage and working conditions. (California Public Contracts Code section 6108). Licensee agrees to provide their employees with safe and healthful working conditions. Failure to do so will result in termination of the licensing agreement. Licensor agrees to give Licensee thirty days written notice of termination pursuant to this provision. The Licensee agrees to cooperate fully in providing reasonable access to the Licensee's records and employees if reasonably required by authorized state officials.

10. Licensee also agrees that in the exercise of this license, it will not state or imply either directly or indirectly that the Licensee or the Licensee's activities are supported, endorsed, or sponsored by California State University, Chico and upon the direction of California State University, Chico issue express disclaimers to that effect.

11. Licensee agrees to indemnify Licensor for any and all liability, loss, expense, attorneys' fees or claims for injury or damages caused by the negligence of its officers, agents and employees occurring in the performance of this agreement.

12. Licensee shall carry and maintain a general liability policy at a minimum of One Million Dollars (\$1,000,000) per Occurrence, Two Million (\$2,000,000) aggregate, throughout the course of this agreement. Licensee shall ensure that such policies provide for the notification to Licensor at least (30) days in advance of cancellation. A certificate of insurance evidencing this coverage shall be made available to the Licensor upon request.

13. All notices and writings to be given hereunder to Licensor or Licensee shall be forwarded by certified mail addressed to the respective parties listed below, or at such other address as may be designated by the respective party hereto in writing forwarded to the other party.

Licensor:

Licensee:

Director of Licensing

Office of the President

California State University, Chico

Chico, California 95929-0150

Attn: _____

Research Foundation

California State University, Chico

Chico, California 95929-0246

Attn: Administrative Officer

14. This revocable license shall be construed in accordance with and all disputes hereunder shall be governed by the laws of the State of California, the parties hereto consent to the jurisdiction of the courts of competent jurisdiction, federal or state, situated in the State of California for the bringing of any and all actions hereunder.

IN WITNESS WHEREOF, the parties have signed the agreement.

FOR Research Foundation
Licensor

FOR _____
Licensee

By: _____
Signature

By: _____
Signature

Jessica Bourne
Name (Typed or Printed)

Name (Typed or Printed)

Date: _____

Address

FOR California State University, Chico

City State Zip Code

By: _____
Signature

Telephone

Brooke Banks
Name (Typed or Printed)

Email

Date: _____

Date: _____

Schedule A - Licensed Marks
License Agreement
California State University, Chico

Slogan T-1

Slogan T-2

Slogan T-3

Slogan T-4

University Mark

University Signature

University Seal

University Circle Shield

University Shield

University Circle Mark

Wildcat Lettermark

Wildcat Paw Mark

Wildcat Circle Mark

Names of

- California State University, Chico
- California State University at Chico
- California State, Chico
- Cal State, Chico
- Chico State
- Chico State University
- CSU, Chico
- CSU at Chico
- CSU/Chico
- Chico State Wildcats
- CSU, Chico Wildcats

Protected but prohibited from use:

- CSUC
- CSUC Wildcats
- CSU Wildcats
- CSU,C
- CSU/C
- Chico State Normal School
- Chico State Teachers College
- Chico State College

or any other names or logos which imply California State University, Chico or Wildcats.

Schedule B - Licensed Goods
License Agreement
California State University, Chico