

Terms and Conditions for use of University of Wisconsin Oshkosh Licensed Marks

Once you are notified that your license application has been received and approved you are authorized to use Licensed Marks as shown on Schedule A (attached) with the following restrictions:

All artwork using University of Wisconsin marks must have the prior approval of the Director of Licensing prior to use. Failure to have approval may revoke your licensing agreement. To obtain this approval you must submit artwork to be used to: Thomas Wolf, Director of Licensing, University of Wisconsin Oshkosh, 748 Algoma Blvd, Oshkosh, WI 54901. The preferred method of submitting artwork is via e-mail. To submit by e-mail you may submit the artwork to wolft@uwosh.edu. Please list "ART APPROVAL" in the subject line of the email. Once the artwork is approved you will be notified promptly.

Any future artwork, or the use of any previously submitted artwork on a different item, will also need the approval of the Director of Licensing.

The licensing agreement, once signed and approved by both parties, is valid for 2 years from the date signed by the Authorized Official at the University of Wisconsin Oshkosh. A license renewal is required along with another non-returnable License Processing fee once the original agreement has expired.

**NON-EXCLUSIVE, REVOCABLE LICENSE TO USE LICENSED MARKS OF
THE
UNIVERSITY OF WISCONSIN OSHKOSH**

WHEREAS, the University of Wisconsin Oshkosh, a Wisconsin public corporation having its principle place of business in Oshkosh, Wisconsin (hereinafter called the "University") is the owner of all rights, titles, and interests in and to certain designations comprising designs, trade names, trademarks, service marks, logo types, seals, and certain logo graphics and/or symbols that have come to be associated with the University (hereinafter referred to as "Licensed Marks"); and

WHEREAS, _____ (full name of company) having a business address at _____ (Full address), (hereinafter called the "Licensee"), desires to make use of one or more of the said Licensed Marks.

NOW, THEREFORE the University of Wisconsin Oshkosh agrees to and does hereby grant a revocable license to Licensee to use Licensed Marks as per the conditions of the agreement herein contained.

1. In consideration of the granting of this revocable license, Licensee agrees to pay the University of Wisconsin Oshkosh: (a) a fee of fifty dollars (\$50.00) as a non-returnable License Processing fee payable hereunder; and (b) a fee of eight percent (8%) or negotiated percentage of the net selling price of all said items sold **other than products sold to the University**. This license will be valid for two years from the date it is signed by the Authorized Official at the University of Wisconsin Oshkosh. The license can be renewed after two years. A renewal requires an additional \$50.00 fee. All signed license and renewals should be written out to UW Oshkosh and submitted to Thomas Wolf, University Books & More, 748 Algoma Boulevard, Oshkosh, WI 54901. The term "net selling price" shall mean Licensee's gross sales price less quantity discounts actually allowed and taken as such, but no deduction shall be made for uncollectible accounts.
2. Sales shall be deemed to have been consummated, for purposes of determining the fee payment, at the time of invoicing or billing for said items or at the time of delivery thereof, whichever is earlier. Fee payments for all of these are to be made quarterly during the month following each calendar quarter by check made payable to the University of Wisconsin Oshkosh and sent to:

Thomas Wolf
University Books & More
748 Algoma Blvd
Oshkosh, WI 54901

A report shall be made quarterly and if a fee payment is due, shall set forth the items sold, the amount of items involved, the price and any additional information as appropriate to enable an independent determination of the amounts due hereunder. Licensee shall keep records of its operations hereunder, for three years after the date of fee accrual and shall make such records reasonably available during normal business hours for examination by a representative of the University of Wisconsin Oshkosh to the extent necessary to verify the payments here provided for.

3. Licensee acknowledges that if items manufactured and sold by it were of inferior quality and design, material or workmanship, or printed on unacceptable product, the substantial goodwill that the University possesses in the Licensed Marks would be impaired. Accordingly, the Licensee undertakes that the items shall be of high quality. The University retains the right to revoke a License Agreement should the product be deemed unacceptable and reflect poorly on the University.
4. Licensee agrees that in the exercise of this license, it will neither state nor imply, either directly or indirectly, that the Licensee, or its activities other than pursuant to exercise of the license herein, are supported, endorsed, or sponsored by the University and, upon the direction of the University, shall issue express disclaimers to that effect. Nothing herein shall be construed to constitute the parties' joint venturers nor shall any similar relationship be deemed to exist between them. The University shall have no liability for any item manufactured or sold by Licensee, and Licensee shall indemnify and hold harmless the University, officers, employees, and agents thereof from any and all liability caused by or arising from workmanship, material or design of any item manufactured or sold by Licensee or by the use of any licensed mark licensed hereunder. The University shall not be liable to Licensee, as a result of activities by Licensee hereunder, for infringement of any patent, copyright or trademark belonging to any third party, or for damages or costs involved in any proceeding based upon any such infringement, or for any royalty or obligation incurred by Licensee because of any patent, copyright, or trademark held by a third party.
5. By signing below the Licensee states that they are currently and will remain in good standing as a licensed vendor recognized by the Worker Rights Consortium (WRC).
6. The contract administrator for this contract shall be Thomas Wolf, Director of Licensing [or assigned designee], University of Wisconsin Oshkosh, University Books & More. All submittals, approvals and samples must be sent to the director at 748 Algoma Blvd, Oshkosh, WI 54901.
7. The license herein shall not be assignable by the Licensee and may be revoked at any time by the University.

FOR THE BOARD OF REGENTS OF THE
UNIVERSITY OF WISCONSIN SYSTEM:

FOR THE LICENSEE:

THIS IS A TEMPLATE
Signature of Authorized Official Date

THIS IS A TEMPLATE
Signature of Authorized Official Date

James Fletcher
Vice-Chancellor for Administrative Affairs

THIS IS A TEMPLATE
Name and Title (type or print)

License Number: _____

License Term: _____

SCHEDULE A

Licensed Marks

Words Only

University of Wisconsin Oshkosh
The University of Wisconsin Oshkosh
UW Oshkosh
UW Oshkosh Titans
UWO

Any time University of Wisconsin Oshkosh, The University of Wisconsin Oshkosh, UW Oshkosh, UW Oshkosh Titans, or UWO is used, a TM needs to be placed with the wording.

If **University of Wisconsin Oshkosh** is used: The TM follows Oshkosh
If **The University of Wisconsin Oshkosh** is used: The TM follows Oshkosh
If **UW Oshkosh Titans** is used: The TM follows Titans only
If **UWO** is used: The TM follows the O.

As of September 18, 2019, the images on pages 5 through 8 are the only images acceptable for use. Any images prior to this date are unacceptable and will need to be replaced with the images on pages 5 through 8.

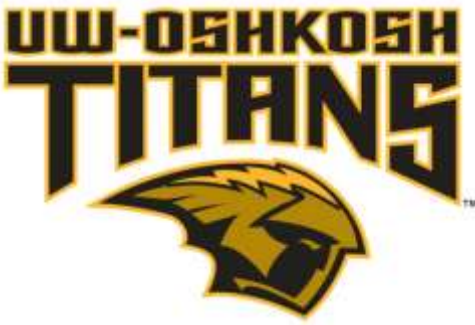
There is never a hyphen between UW and Oshkosh unless one of the 8 **IMAGES** on page 5 is used.

If one of the 14 **IMAGES** on pages 5 and 6 is used, the TM is to be placed where they are in the artwork.




The only time there is a Hyphen is between UW and Oshkosh is in those 8 **IMAGES**.

The Head cannot be pulled out of the **IMAGES** on pages 5 and 6 for use by itself. It must appear exactly as shown.

Images:





COLOR INFORMATION		
SCHOOL COLORS INK/THREAD		PANTONE COLORS
8450 U-GOLD/1703 ANTIQUE GOLD		PANTONE 1255 CVC
1300 GOLD/1503 OLD GOLD		PANTONE 123 CVC
9800 BLACK/9803 BLACK		PANTONE PROCESS BLACK
9000 WHITE/9003 WHITE		WHITE

Likeness of Clash:



Lettermarks:





Please visit: <https://uwosh.edu/umc/brand/logos/> for downloadable files.