

This Direct to Consumer License Agreement (“Agreement”) is hereby entered into by and between Texas A&M University, a member of The Texas A&M University System, an agency of the state of Texas, having its principal place of business at 400 Bizzell Street, Suite 001, College Station, TX 77843-1137 (hereinafter “University”) and \_\_\_\_\_, individually, having an address of \_\_\_\_\_ (hereinafter “Licensee”) collectively referred to as “the Parties”.

WHEREAS, the University is the owner of certain designations, including but not limited to, designs, trademarks, word marks, service marks, logo graphics, images, symbols, and other indicia (hereinafter “Licensed Indicia”); and

WHEREAS, Licensee desires to use the Licensed Indicia in connection with the sale of merchandise displaying the Licensed Indicia (hereinafter “Licensed Articles”); and

WHEREAS, University is willing to authorize Licensee to use certain of the Licensed Indicia in connection with the sale of the Licensed Articles; and

NOW, therefore, in consideration of the mutual promises, covenants and conditions contained herein, the Parties hereto agree as follows:

1. OWNERSHIP OF RIGHTS.

Licensee acknowledges and agrees that University is the sole and exclusive owner of all rights, title and interest in and to its Licensed Indicia as shown on Appendix B, as well as any derivatives of the Licensed Indicia, and all rights relating thereto are expressly reserved by University.

2. GRANT.

University hereby grants to Licensee permission to sell the Licensed Articles listed in Appendix A and displaying certain of the Licensed Indicia set forth in Appendix B, and in accordance with the limited terms and conditions herein. Licensee may only sell the Licensed Articles directly to individual consumers. All goodwill associated with the sale of the Licensed Articles shall inure to University. Examples of such sales include through websites, craft shows, flea markets, holiday shows, festivals, gift marts, and events organized by religious organizations, schools, counties and states. Licensee acknowledges and agrees that, with the exception of the rights granted herein to use the Licensed Indicia of University, it may not use the indicia of any other colleges, universities, conferences, bowl games or the NCAA, or the names and/or likenesses of any third party, in connection with the Licensed Articles. No wholesale sales or sale to any third-party retailers are permitted.

3. TERM.

This Agreement shall terminate one year from the date of the last signature below (“Initial Term”). This Agreement may be renewed for additional yearly periods upon mutual written agreement of the Parties (“Renewal Period”). This agreement shall not be renewed if Licensee has not paid the additional royalty payments due to University pursuant to Section 6.

4. APPROVAL OF LICENSED ARTICLES.

The execution of this Agreement shall be considered the University’s approval for Licensee to sell the Licensed Articles displaying the Licensed Indicia. In the event that Licensee wants to be licensed for any products not set forth in Appendix A, Licensee shall submit a sample of such product to University for written approval.

5. OFFICIAL IDENTIFICATION

Licensee shall prominently display its name and identify itself as an “Official Texas A&M University Licensee” at the point of sale of Licensed Articles.

6. ROYALTY PAYMENTS/REPORTS.

(a) Royalty Payments. Upon execution of this Agreement, and upon each renewal of this Agreement as set forth in Paragraph 3 above, Licensee shall pay to University a royalty fee in the amount of two hundred dollars (\$200.00) in return for the ability to distribute and/or sell up to two thousand five hundred dollars (\$2,500.00) in Licensed Articles during the Initial Term or any Renewal Period. If Licensee exceeds the distribution and/or sale of two thousand five hundred dollars (\$2,500.00) in Licensed Articles during the Initial Term or any Renewal Period, then Licensee shall pay to University an additional royalty payment equal to 14% of the gross sales of each Licensed Article in excess of two thousand five hundred dollars (\$2,500.00).

(b) Royalty Reports. At the end of the Initial Term, and at the end of any Renewal Period agreed to by the Parties, Licensee shall provide University a report indicating the total sales amounts of Licensed Articles, total units of Licensed Articles sold, and the specific location where such sales were made.

7. INDEMNIFICATION

The University shall have no liability arising out of Licensee’s use of the Licensed Indicia during the Term. Licensee hereby agrees to indemnify and hold harmless the University, and its officers, employees and agents, from any and all liability that arises in connection with Licensee’s sale of the Licensed Articles.

8. SEVERABILITY.

In the event that any term or provision of this Agreement shall for any reason be held to be invalid, illegal or unenforceable in any respect, such invalidity, illegality or unenforceability shall not affect any other term or provision and this Agreement shall be interpreted and construed as if such term or provision, to the extent the same shall have been held to be invalid, illegal or unenforceable, had never been contained herein.

9. INTEGRATION.

This Agreement represents the entire understanding between the Parties hereto with respect to the subject matter hereof and this Agreement supersedes all previous representations, understandings or agreements, oral or written, between the Parties with respect to the subject matter hereof and cannot be modified except by a written instrument signed by the Parties hereto.

10. APPLICABLE LAW.

The substantive laws of the State of Texas (and not its conflicts of law principles), USA, govern all matters arising out of or relating to this Agreement and all of the transactions it contemplates. Pursuant to Section 85.18 (b), *Texas Education Code*, venue for a state court suit filed against The Texas A&M University System, any member of The Texas A&M University System, or any officer or employee of The Texas A&M University System is in the county in which the primary office of the chief executive officer of the system or member, as applicable, is located. At execution of this Agreement, such county is Brazos County, Texas. Venue for any suit brought against The Texas A&M University System in federal court must be in the Houston Division of the Southern District of Texas.

11. NON-WAIVER.

Licensee expressly acknowledges that University is an agency of the State of Texas and nothing in this Agreement will be construed as a waiver or relinquishment by University of its right to claim such exemptions, privileges, and immunities as may be provided by law.

12. PUBLIC INFORMATION.

Licensee acknowledges that University is obligated to strictly comply with the Public Information Act, Chapter 552, *Texas Government Code*, in responding to any request for public information pertaining to this Agreement.

13. DISPUTE RESOLUTION.

The dispute resolution process provided in Chapter 2260, *Texas Government Code*, and the related rules adopted by the Texas Attorney General pursuant to Chapter 2260, shall be used by University and Licensee to attempt to resolve any claim for breach of contract made by Licensee that cannot be resolved in the ordinary course of business. Licensee shall submit written notice of a claim of breach of contract under this Chapter to the Vice President for Brand Development, who shall examine Licensee's claim and any counterclaim and negotiate with Licensee in an effort to resolve the claim.

By their execution below, the Parties hereto have agreed to all of the terms and conditions of this Agreement.

Licensee Name: \_\_\_\_\_

Texas A&M University

By: \_\_\_\_\_

By: \_\_\_\_\_

Name: \_\_\_\_\_

Name: Kyle Pope

Title: \_\_\_\_\_

Title: Director, Collegiate Licensing

Date: \_\_\_\_\_

Date: \_\_\_\_\_

Address: \_\_\_\_\_

Paid:

City, State: \_\_\_\_\_

Zip Code: \_\_\_\_\_

Phone: \_\_\_\_\_

Email: \_\_\_\_\_

Website: \_\_\_\_\_

EXAMPLE

## APPENDIX A

List each product / product category under Licensed Articles below. Be as detailed and specific as possible, as Licensee will not have permissions to produce branded products that are not disclosed in Appendix A.

Note: drinkware that references the "Aggie Ring," pitchers, polos, t-shirts, and stickers/decals are not eligible for licensure under the Direct-to-Consumer program.

### Licensed Articles

EXAMPLE

