

## TRADEMARK LICENSE AGREEMENT

This is a legal and binding Agreement by and between the Board of Trustees of the University of Arkansas on behalf of the University of Arkansas for Medical Sciences, a public institution and instrumentality of the State of Arkansas, having offices at 4301 West Markham, Little Rock, AR 72205 (hereinafter "University") and **Name of the organization** not for profit organization, having an office **address of organization** hereinafter "Licensee".

WHEREAS, the University owns and controls its trademarks, including its name, team name, logos, mascot and other symbols (hereinafter "Licensed Mark(s)"); and

WHEREAS, the Licensee desires to use certain of the Licensed Mark(s) in association with certain of its activities.

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

1. **OWNERSHIP OF RIGHTS.** The Licensee acknowledges and agrees that the University is the sole and exclusive owner of all trademark, service mark or other proprietary rights, title and interest in and to its Licensed Mark(s), as well as any derivatives of said Licensed Mark(s), and all rights relating thereto are expressly reserved by the University and its authorized agent.

2. **GRANT.** University hereby grants to the Licensee permission to use the Licensed Mark(s) specifically listed on Appendix A attached hereto and made a part hereof in association with certain of its activities, and in accordance with the terms and conditions set forth in this Agreement. The Licensee shall not use the Licensed Mark(s), other than as set forth in Appendix A, in connection with its business otherwise.

3. **TERM.** This Agreement shall be deemed effective the date of the last signature below and shall expire on **December 31, 200** unless terminated sooner or extended in accordance with the provisions hereof. Thereafter, this Agreement shall automatically be extended for additional yearly periods under the same terms and conditions unless either party shall give written notice of termination at least 'sixty (60) days prior to the end of the respective period. In addition, this Agreement may be terminated at the will of either party effective upon thirty- (30) day's written notice of either party.

4. **RIGHTS FEE.** Licensee, in consideration of the rights granted herein, will pay the University a fee in the amount of One hundred (100) dollars annually.

5. **QUALITY CONTROL AND GOOD WILL.** (a) The manner and style in which the Licensed Mark(s) are used by the Licensee and the quality of the services provided by the Licensee shall be of high and consistent quality, and shall remain consistent with that approved in the manner described in Appendix A. In the event that the above-stated quality standards are not maintained, University has the right to require the Licensee to terminate use of the Licensed Mark(s). With respect to any use of the Licensed Mark(s) other than as authorized herein, the Licensee shall submit to University a copy of each proposed use for prior approval. In addition, Licensee shall provide to

Licensors written reports on the use of the Licensed Mark(s) and Licensee's activities in connection with such use on no less than an annual basis.

(b) The Licensee shall notify University of any significant change in the nature, purpose or character of the Licensee, or its services or activities, as such are set forth in the Licensee's articles of incorporation and/or other documentation attached to Appendix A and made a part hereof. University has the right to, upon reasonable notice to Licensee, inspect the Licensee's premises to ensure that the Licensee has maintained the high quality of services and proper use of the Licensed Mark(s) in a manner consistent with that approved by University.

(c) The Licensee agrees that its use of the Licensed Mark(s) inures solely to the benefit of the University and the Licensee shall not acquire any rights in the Licensed Mark(s).

6. USE OF LICENSED MARK(S). (a) Licensee agrees that in the exercise of its rights under this Agreement, it will not state or imply either directly or indirectly that Licensee or Licensee's activities, other than those required by this Agreement, are supported, endorsed, or sponsored by the University. Licensee also agrees not to use the name of University in its business or affairs other than in the performance of its rights and obligations under this Agreement.

(b) Licensee agrees that it will not alter, modify, dilute or otherwise misuse the Licensed Mark(s), or bring them into disrepute.

(c) Licensee also agrees not to use any other trademark, service mark, tradename, logo, symbol or device in combination with any Licensed Mark(s) without the prior written consent of University.

(d) Licensee shall, upon the request of University, cause to appear on each item bearing the Licensed Mark(s) by means of a tag, label, imprint or other appropriate device, such as copyright, trademark or service mark notices as the University may from time to time designate.

(e) At the University's request, Licensee agrees to remove from any advertisement, marketing material, product or product package bearing the Licensed Mark(s) any element which University, in the exercise of the University's sole discretion, believes will in any way harm the Licensed Mark(s) or the reputation of the University,

(f) Licensee recognizes the great value of the publicity and goodwill associated with the Licensed Mark(s) and acknowledges that such good will belongs exclusively to the University. Licensee acknowledges the University's exclusive right, title and interest in and to the Licensed Mark(s), and will not in any manner represent that it has any ownership therein or in any registration thereof, and will not knowingly in any way do or cause to be done any act or thing contesting or in any way impairing any part of such right, title and interest. Licensee therefore agrees that, except for the rights granted herein, it has no interest in or ownership of the Licensed Mark(s), and further agrees not to register or attempt to register, in any jurisdiction, any of the Licensed Mark(s).

7. INDEMNIFICATION. The University shall have no liability arising out of the Licensee' use of the Licensed Mark(s) during the term, or any extensions or renewals. The Licensee hereby agrees to indemnify and hold harmless the University and its officers, employees and agents from any and all liability, which arises in connection with the Licensee's use of the Licensed Mark(s).

8. RELATIONSHIP OF PARTIES. Nothing herein contained shall be construed to place the parties in the relationship of partners, joint venturers, or agents, and licensee shall have no power to obligate or bind University in any manner whatsoever, and University in no way represents itself as a guarantor of the quality of any product or service produced or provided by the Licensee.

9. NOTICES. Any notice required by this Agreement shall be deemed to have been properly received when delivered in person or when mailed by registered first class mail to the addresses given below, or such other. addresses as may be designated from time to time during the term of this Agreement:

TO UNIVERSITY:

Deborah O. Erwin, Ph.D.  
Arkansas Cancer Research Center  
University of Arkansas for Medical Sciences  
4301 West Markham, Slot 629-A  
Little Rock, AR 72205

TO LICENSEE:

**Name, Project Director**  
**Organization Name**  
**Address**

10. WAIVER. No waiver by either party of a breach or a default hereunder shall be deemed a waiver by such party of a subsequent breach or default of a like or similar nature.

11. 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.

12. 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.

13. APPLICABLE LAW. This Agreement shall be governed by the laws of the State of Arkansas.

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

UNIVERSITY OF ARKANSAS

LICENSEE

\_\_\_\_\_  
**Ann Kemp**  
**Vice President, Finance and Administration**  
Date: \_\_\_\_\_

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

APPENDIX A

The Licensee is authorized to use the following Licensed Mark(s):

## **The Witness Project®**

The Licensee is authorized to use the Licensed Mark(s) listed above only in connection with the services or activities specified as follows and further specified in the attached articles of incorporation and/or other documentation:

Establishment and operation of a local version of The Witness Project® in conformance with the guidelines of *An Implementation Guide for The Witness Project®*



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