

TEXAS TECH UNIVERSITY HEALTH SCIENCES CENTER AT EL PASO

LICENSE TO USE CERTAIN INDICIA OF TTUHSCEP

LICENSE NO. _____

THE STATE OF TEXAS §
 §
COUNTY OF EL PASO §

1. **THIS AGREEMENT** made and entered into between Texas Tech University Health Sciences Center at El Paso, hereinafter called the Health Sciences Center at El Paso and hereinafter called the Licensee,

WITNESSETH:

2. **WHEREAS**, the State of Texas owns for the benefit of the Health Sciences Center at El Paso certain registered indicia, logographics and symbols, hereinafter called the registered marks, which are described as follows:

3. **WHEREAS**, Licensee desires the privilege of using these registered marks in connection with products and in geographic areas as shown below and the Health Sciences Center is willing to grant a License for such use upon the terms and conditions hereinafter set out.

4. **NOW, THEREFORE**, the Health Sciences Center at El Paso does hereby grant Licensee a non-exclusive revocable License for a period of _____, commencing on _____, 20____, and ending on _____, 20____, both dates inclusive, with permission to use on non-food and non-drink products without geographic restriction on sales. This permission is contingent on payment, at the time this License is signed, to Texas Tech University Health Sciences Center at El Paso of a non-refundable advance payment of \$ _____ against a royalty fee of _____ percent (%) of the net selling price of the products licensed. Receipt of the advance payment is acknowledged by the signature of the Health Sciences Center at El Paso representative on this License.

5. Licensee agrees to comply with all the following terms and provisions of this License:

- a. Licensee shall use the indicia of TTUHSCEP for the sole and express purpose for which it is granted and agrees to neither use nor otherwise infringe upon any other registered marks owned or claimed by the Health Sciences Center.
- b. Licensee shall not alter, modify, dilute or otherwise misuse the licensed registered marks.
- c. 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. Sales shall be deemed to have been consummated for the purpose of determining the royalty fee payment at the time of invoicing or billing for these items or at the time of delivery thereof, whichever is earlier.

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- d. A quarterly statement of sales of licensed products during the preceding quarter and royalties due thereon will be sent to the Contracting Office, 5001 El Paso Drive, El Paso, Texas 79905, on or before the first day of March, June, September and December, respectively. This statement will be certified by an officer of the Licensee and will be accompanied by a check or money order made payable to Texas Tech University Health Sciences Center at El Paso. Licensee agrees to give access to its records and provide such other data as may be reasonably requested by the Health Sciences Center to verify sales and royalty computations.
- e. Prior to sales, samples of all products without affixed registered marks must be submitted to the Texas Tech University Health Sciences Center at El Paso, Contracting Office for approval unless specifically exempted by the Health Sciences Center at El Paso. Licensee shall maintain, for licensed products, such reasonable manufacturing, servicing, and quality standards as may be prescribed by the Health Sciences Center at El Paso. Any proposed changes by Licensee involving any alteration in the structure, design or quality of previously approved products shall be submitted for approval prior to the use of the registered marks in connection therewith. Representatives of the Health Sciences Center at El Paso may inspect the premises and products of Licensee during all reasonable hours.
- f. Licensee shall not assign or sublicense this License.
- g. This License and all rights hereby granted may be revoked and terminated at any time without cause on sixty (60) days' written notice by either TTUHSCEP or by Licensee. In the event of breach of this License by Licensee, TTUHSCEP may immediately revoke and/or terminate this License, and/or may pursue any remedy at law or in equity which it deems appropriate. Upon revocation and/or termination of this License, Licensee shall immediately cease manufacture and/or sale of any goods bearing the attached registered marks and all other uses of the attached registered marks.
- h. Licensee agrees to indemnify and hold harmless TTUHSCEP, its officers, employees, services, or agents thereof, from any and all liability arising from the use of the registered marks pursuant to this License.
- i. 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 TTUHSCEP, and upon the direction of TTUHSCEP, shall issue express disclaimers to that effect. However, the term "officially licensed product" may be used if a license is granted.
- j. This License shall be construed in accordance with the laws of the State of Texas and all disputes hereunder shall be governed by such laws. The parties hereto consent to the jurisdiction of the courts of competent jurisdiction, federal or state, situated in the State of Texas. Venue shall be in El Paso County, Texas.

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- k. Nothing in this agreement is intended nor shall be construed to create an employer/employee relationship between the contracting parties. The sole interest and responsibility of the parties is to ensure that the services covered by this agreement shall be performed and rendered in a competent, efficient, and satisfactory manner.

EXECUTED at _____, this _____ day of _____, 20_____.

LICENSEE

LICENSOR
TEXAS TECH UNIVERSITY
HEALTH SCIENCES CENTER AT EL PASO

By: _____

Chief Operating Officer

Date: _____

Date: _____

REVIEWED FOR FORM

Associate General Counsel

Date: _____