UNIVERSITY OF CINCINNATI
CRAFTER LICENSE AGREEMENT

This Agreement shall serve as a legal and binding Agreement by and between the University of Cincinnati, a public university of the state of Ohio having its principal place of business at 2600 Clifton Ave, Cincinnati, OH 45221 (hereinafter “University”) and «Contact_name», individually, d.b.a. «Licensee», having an address of «Street_Address» «City_Must_be_Ohio», Ohio «Zip_Code» (hereinafter “Licensee”).

WHEREAS, the University is the owner of certain designations, including designs, trademarks, service marks, logographics, symbols, and other indicia including but not limited to the words “UNIVERSITY OF CINCINNATI”, “BEARCATS”, “CINCINNATI”, “UC”, the C-Paw logo, the team uniforms and replication thereof, and the university colors black and red with references to the University (hereinafter “Licensed Indicia”).

WHEREAS, Licensee desires to use certain of the Licensed Indicia in connection with the sale of products made by Licensee (hereinafter “Licensed Articles”) as described on Appendix A attached hereto.

WHEREAS, University is willing to authorize Licensee to use certain of the Licensed Indicia in connection with the sale of the Licensed Articles subject to certain terms and conditions as herein defined.

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 well as any derivatives of the Licensed Indicia, and all rights relating thereto are expressly reserved by University.

2. GRANT

(i) University hereby grants to Licensee permission to sell the Licensed Articles listed in Appendix A and utilizing certain of the Licensed Indicia as agreed with University, and in accordance with the limited terms and conditions herein.

(ii) Licensee may only sell the Licensed Articles directly to individual consumers at locations noted in Appendix B. Examples of permitted sales include those conducted through websites, craft shows, flea markets, holiday shows, festivals, gift marts, consignment store, and events organized by non-profit organizations, schools, counties and states.

(iii) No wholesale sales or sale to any third party retailers are permitted. In certain instances, Licensee may be permitted to sell Licensed Articles to the University Bookstore for their resale. Notwithstanding the foregoing, the University Bookstore shall not be obligated to sell the Licensed Products. Licensee agrees that if a wholesaler or third party retailer approaches Licensee with respect to purchasing Licensed Articles, Licensee shall first contact University (attn. Director of Trademark Licensing) to negotiate the appropriate license in respect of such sales.

(iv) Licensee acknowledges and agrees that, with the exception of the rights granted herein to use the Licensed Indicia of University on the products described in Appendix A.
Licensee may not use the indicia of any other college, university, conference, bowl game, the NCAA, or the names and/or likeness of any third party, in connection with the Licensed Articles.

3. TERM

This Agreement shall be deemed effective as of the date of the last signature below, and shall expire **List Date of Expiration (i.e. June 30, 2016)** ("Initial Term"). This Agreement may be renewed for additional years upon mutual written agreement of the parties ("Renewal Period), unless Licensee distributes and/or sells five hundred (500) or more Licensed Articles, or two thousand five hundred dollars ($2,500.00) or more in sales of Licensed Articles during any yearly period. In such case, the License will be required to obtain a license agreement from the University's authorized licensing representative, The Collegiate Licensing Company.

4. APPROVAL OF LICENSED ARTICLES

The execution of this Agreement shall be considered the University’s approval for Licensee to sell the Licensed Articles utilizing the Licensed Indicia. In the event that Licensee desires to sell additional products not set forth in Appendix A, Licensee shall submit a sample of such product to University for written approval which may be granted in University’s sole discretion and the Annual Licensing Fee may be adjusted accordingly.

For quality control purposes, University may at any time, upon reasonable notice, request samples or photographs of Licensed Articles.

Licensee agrees and understands that nothing contained in this Agreement is intended as an assignment or grant to Licensee of any right, title or interest in or to the Licensed Indicia or the goodwill attached thereto and that all goodwill arising from Licensee’s use of the Licensed Indicia shall inure to University’s benefit. Licensee agrees that it shall not make any use of the Licensed Indicia that damages, distorts or impairs the reputation and image of University and its trademarks.

5. OFFICIAL CERTIFICATE

Upon execution of this License Agreement and payment of the licensing fee, University shall provide Licensee with an Officially License Collegiate Craft Certificate. Licensee is required to display their Certificate when displaying and selling License Articles. University may request that the Licensee affixes its name and official label in a form prescribed by the University.

6. ANNUAL LICENSING FEE

Upon execution of this Agreement, and upon renewal of this Agreement as set forth in Paragraph 3 above, Licensee shall pay to University an annual licensing fee of one hundred dollars ($100) or other fee based on projected sales as agreed with University. Within thirty (30) days of the end of the Initial Term and, if applicable, each respective Renewal Period, Licensee shall provide University with a written report detailing the number of Licensed Articles sold, and pay to University any additional fees due based on Licensee’s annual gross sales as set out in **Appendix C** and incorporated herein.
In the event that Licensee’s annual gross sales for the Initial Term or Renewal Period, as applicable, exceed $2,500, Licensee shall pay University a royalty of ten percent (10%) of the Gross Sales in excess of $2,500.

7. INDEMNIFICATION

Licensee agrees that it is wholly responsible for all products or services manufactured or sold by it and the University shall have no liability for any items, including any Licensed Product, manufactured or sold by Licensee and/or arising out of Licensee’s use of the Licensed Indicia. Licensee hereby agrees to indemnify and hold harmless the University, and its officers, employees and agents, from any and all liability, including reasonable attorney’s fees that arise in connection with Licensee’s manufacture and/or sale of the Licensed Articles, including without limitation claims or actions for product liability, patent, or copyright infringement. This indemnification shall include, but is not limited to, any and all claims or suits for which either party is alleged or found to have been wholly or partially negligent.

During the term of this Agreement, Licensee shall maintain in effect general liability insurance of not less than One Million U.S. Dollars (US $1,000,000).

8. 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.

9. ASSIGNABILITY

This Agreement shall inure to the benefit of University, its successors and assigns, but shall be personal to Licensee and shall be assignable by Licensee only with the prior written consent of University.

10. METHODS OF TERMINATION

(i) Except as otherwise provided, this Agreement shall terminate automatically at the end of the term specified in Section 3.
(ii) This Agreement and all rights hereby granted may be revoked and terminated at any time by either party without cause on six (6) months’ written notice to the terminated party. In the event that University terminates without cause, it will refund the Annual Licensing Fee paid for that year.
(iii) Should Licensee fail to comply with any provision of this Agreement, University may terminate this Agreement on thirty (30) days’ written notice; provided, however, that such notice shall be void and of no effect if Licensee corrects such default during the thirty day notice period. However, University may immediately terminate this Agreement if Licensee becomes insolvent, makes an assignment for the benefit of creditors, or has a petition in bankruptcy filed for or against it.
(iv) Termination of this Agreement shall not impair any accrued rights of University.
11. EFFECTS OF TERMINATION

Upon the termination of this Agreement, all rights granted to Licensee hereunder shall revert to University, and Licensee shall make no claims to such rights.

12. LICENSEE’S DUTIES UPON TERMINATION

Upon termination of this Agreement, Licensee agrees to immediately discontinue (1) the manufacture of all Licensed Articles bearing the Licensed Indicia, and (2) the use of the Licensed Indicia. Within thirty (30) days after termination, Licensee shall (1) pay to University any and all fees accrued to the time of termination, and (2) deliver to University a report of sales of Licensed Articles up to the time of termination, and (3) allow University at its option to conduct a physical inventory to verify such a statement.

13. 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.

14. APPLICABLE LAW

This Agreement shall be governed by the laws of the State of Ohio.

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

Signed: «Licensee» ("Licensee")

Date: ______________________________

By: «Contact name»
Title: Owner
Address: «Street Address»
City, State: «City Must be Ohio», OH
Zip Code: «Zip Code»
Phone: «Phone»
Email: «Email»
Website: «website»

Signed: University of Cincinnati ("University")

Date: ______________________________

By: Marty Ludwig
Title: Director of Trademarks and Licensing
APPENDIX A
Guidelines for Reproducing University of Cincinnati Trademarks

- All new Licensed Articles, other than those listed in this Appendix, must be approved by Director of Trademark Licensing, submitted via licensing@uc.edu.
- All new designs for Licensed Products should similarly be submitted for approval to Director of Trademark Licensing via licensing@uc.edu.
- Slogans on Licensed Products should be submitted for approval to Director of Trademarks and Licensing via licensing@uc.edu. Slogans, inclusion of third party company names and/or logos, other than congratulatory, e.g. “Go Bearcats”, are not encouraged. Slogans referencing the College Football Playoff, American Athletic Conference (AAC) or opposing teams and/or individual student athletes and coaches will be denied.
- Reproductions of any University of Cincinnati trademarks should be accompanied with a small ®, or TM symbol in the lower right hand corner. This includes but is not limited to: UNIVERSITY OF CINCINNATI®, BEARCATS®, CINCINNATI™, or UC™, similar to how it is shown next to the C-Paw below:

- No alteration permitted to any University logos without prior consent.
- No use of the “C-Paw” logo is permitted to replace the letter C in a word.
- No use of camouflage or references to alcohol, tobacco, sanitary products, illegal drugs, gambling, political references, or anything that may cause disrespect to the University is permitted.
- If Licensee produces its own packaging or sales tags, University of Cincinnati can provide the “Officially Licensed Crafter’s Product” graphic for inclusion.
- Packaging should be submitted for approval by the Director of Trademarks and Licensing via licensing@uc.edu.
- University policy prohibits direct solicitation, advertising, or sales on campus, whether in person, flyers or electronic communication. The University of Cincinnati Bookstore is the exclusive retailer on campus.

**Licensed Articles:**

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<tr>
<th>«Product»</th>
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**Specifications:**

Approximate Retail Price: $
APPENDIX B
Retail Locations for sale of UC branded crafts

Location 1:

Location 2:

Location 3:

Location 4:
APPENDIX C
Annual Licensing Fees

A basic $100 fee will be charged by the University on an annual basis for gross sales up to $1,000 per year with the following additional fees payable at the end of the year if annual gross sales exceed $1,000:

- $50 for gross sales between $1,000 and $1,500
- $100 for gross sales between $1,000 and $2,000
- $150 for gross sales between $1,000 and $2,500

In the event that Licensee's annual gross sales for the Initial Term or Renewal Period, as applicable, exceed $2,500, Licensee shall pay University a royalty of twelve percent (12%) of the Gross Sales in excess of $2,500.

### University of Cincinnati Crafters License: Sales and Royalty Report

<table>
<thead>
<tr>
<th>Period</th>
<th>Advance fees paid</th>
<th>Gross Sales</th>
<th>Additional Fees Due</th>
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<tbody>
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<td></td>
<td></td>
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