Sponsorship Agreement

Name of Sponsor: _________________________________.
State in which Sponsor is incorporated: _________________________________.
Sponsor’s d/b/a if different from name: _________________________________.
Sponsor contact information: _________________________________.

Beginning Date: _________________________________.
Termination Date: _________________________________.
Licensing Fee: _________________________________.

This Sponsorship Agreement (herein referred to as the “Agreement”) is entered into as of the Beginning Date (identified above), by and between the Sponsor (identified above) and the University of Cincinnati, a state institution of higher education operated under chapter 3361 of the Ohio revised code (“UC”).

Whereas, UC has rights in its name and other valuable trademarks;

Whereas, Sponsor desires to identify itself with UC as described in this Agreement;

Now, therefore, in consideration of their respective promises and undertakings set forth herein, the receipt and sufficiency of which are acknowledged, the parties, intending to be legally bound, agree as follows.

1. Definitions. As used in this Agreement, the following terms shall have the following meanings:
   1.1. “Licensed Property” means the word marks and symbols set forth in Exhibit A, attached hereto and incorporated herein by reference.
   1.2. “UC Property” means, whether presently owned or hereafter acquired by UC, (a) all of UC’s federally registered trademarks and service marks, (b) all of UC’s Ohio registered trademarks, (c) all of UC’s various common law trademarks, including “UC,” and (d) the Licensed Property.

2. Ownership of Rights. The Sponsor acknowledges and agrees that UC is the sole and exclusive owner of all trademark, service mark, or other proprietary rights, title, and interest in and to the UC Property, and that all rights relating thereto are expressly reserved to UC.
3. Grant of License. Subject to the terms and conditions of this Agreement, UC hereby grants to Sponsor, and Sponsor hereby accepts, a nontransferable, nonassignable, non-sublicensable, non-exclusive right and license, during the Term, to use the Licensed Property as set forth in Exhibit B, attached hereto and incorporated herein by reference.

4. License Restrictions

   4.1. Marketing Review. Sponsor shall not publish any marketing or promotional materials in relation to the license granted under this Agreement except according to the following the review procedures:

   4.1.1. Sponsor shall prepare samples of all such marketing materials and submit them to the director of UC’s Office of Trademark Licensing, who shall review them for (i) compliance with this Agreement, (ii) consistency with UC’s policies relating to trademarks, such as its Branding Standards Manual, and (iii) safeguarding of UC’s marks and goodwill. The director may seek input from other UC personnel or committees.

   4.1.2. At the discretion of the director, with the advice of any committees or the like, UC may decide that the marketing materials are approved, disapproved, or approved with conditions and shall state the reasons therefore.

   4.1.3. UC may require, as a condition, that any such marketing materials which will be produced for Sponsor’s use are manufactured by a company licensed by UC and will be subject to UC’s standard royalty rate in effect at the time of production. In the event of such a condition, UC will assist Sponsor in working with licensed companies.

   4.1.4. Sponsor shall only publish marketing materials that are approved (or that are approved with conditions, provided that Sponsor adheres to the conditions).

5. Financial Consideration. Sponsor, in consideration of the rights granted herein, will pay UC the Licensing Fee set forth above, within 30 days of the Beginning Date of this Agreement.

6. Term and Termination.

   6.1. The term of this Agreement ("Term") shall begin on the Beginning Date set forth above (or, if none is specified, the date after which all parties have signed this Agreement) and shall automatically terminate on the Termination Date (or, if none is specified, 30 days after the Beginning Date), unless this Agreement is amended in accordance with section 7.3, below.

   6.2. In the event Sponsor breaches this Agreement, UC may terminate this Agreement upon 30 days prior written notice, provided that Sponsor shall not have remedied such breach to UC’s reasonable satisfaction within such 30-day period. Notwithstanding the foregoing, if the remedy cannot
reasonably be completed within such 30-day period, and Sponsor promptly commences and diligently pursues such remedy, then Sponsor may have up to a total of 90 days to complete the remedy.

6.3. Upon the expiration or earlier termination of this Agreement, Sponsor shall cease all use of the UC Property, all rights granted to Sponsor hereunder shall automatically revert to UC, and Sponsor shall execute any and all documents required to evidence such automatic reversion.

7. Miscellaneous

7.1. Independent Contractors. The parties acknowledge and agree that they are dealing with each other hereunder as independent contractors and that no party has the right to obligate or bind another party in any manner whatsoever. No party, nor any of its affiliates, agents, employees or representatives are, nor shall they be deemed to be, affiliates, agents, employees or legal representatives of another party. Nothing herein contained shall be construed to place the parties in the relationship of partners, joint venturers, or agents, and UC does not in any way represent itself as a guarantor of the quality of any service provided by Sponsor.

7.2. Governing Law. This Agreement and the rights and obligations of the parties shall be governed by and, if necessary, construed and enforced under Ohio law (excluding the choice of law rules thereof).

7.3. Entire Agreement. This Agreement constitutes the full and complete integrated agreement of the parties and supersedes all prior and contemporaneous agreements and understandings relating to the subject matter of this Agreement. No modifications, amendments or additions to this Agreement shall have effect unless in writing and properly executed by UC and Sponsor.

7.4. Counterparts. This Agreement may be executed in any number of counterparts with the same effect as if all parties had signed the same document.

In witness whereof, the parties hereto have executed this Agreement as of the date first above written.

<table>
<thead>
<tr>
<th>University of Cincinnati</th>
<th>Sponsor</th>
</tr>
</thead>
<tbody>
<tr>
<td>By: ____________________</td>
<td>By: ________________</td>
</tr>
<tr>
<td>Title: __________________</td>
<td>Title: __________________</td>
</tr>
<tr>
<td>Date: _________________</td>
<td>Date: __________________</td>
</tr>
</tbody>
</table>

University of Cincinnati

By: ____________________
Title: __________________ |
Date: _________________

Sponsor

By: ________________
Title: __________________ |
Date: __________________
Exhibit A – Licensed Property

Word Marks:

•

Symbols:
Exhibit B – Rights Granted