



TRADEMARK LICENSE Non LEA / No Insurance

THIS AGREEMENT, effective when signed by both parties for adequate consideration, binds ECTOR COUNTY INDEPENDENT SCHOOL DISTRICT (“ECISD”) and LICENSEE (_____). It covers LICENSEE’s use of ECISD’s trademarks as exhibited and other identification associated with ECISD, whether or not registered, (“the Marks”) on the goods as exhibited (“Licensed Product(s)”) manufactured by the LICENSEE.

1. **Grant.** ECISD grants LICENSEE the non-exclusive, non-assignable, non-sublicensable right to manufacture and sell the licensed product(s) carrying the Marks in the United States only.

2. **Approval.** High product quality and accurate reproduction of the Marks are uppermost. LICENSEE must give ECISD for approval samples of all licensed product(s), packaging, advertising and other materials bearing the Marks before it sells, uses or publishes them. ECISD will attempt to answer promptly. With respect to such licensed products, packaging and other materials (except advertising), if ECISD does not reply within sixty days of receipt they will be disapproved. With respect to advertising, if ECISD does not reply within thirty days it will be approved. LICENSEE will not change from the approved products, packaging, advertising or other samples without first obtaining written approval.

3. **Quality.** All licensed product(s) will be of the same quality as the approved sample(s) and LICENSEE will comply with all applicable samples(s) and LICENSEE will comply with all applicable government regulations. LICENSEE will not subcontract the manufacturer of the goods without ECISD’s written approval. ECISD may inspect the licensed products(s) on LICENSEE’s premise during the business hours. LICENSEE will furnish additional sample(s) on reasonable request. LICENSEE will not sell licensed product(s) or seconds bearing the Marks without ECISD’s written approval.

4. **Royalties.** Within thirty days after June 30 and December 31 of each year, LICENSEE will pay ECISD 7% (seven percent) on the net sale price of all licensed product(s) sold in the half-year. Net sales price is the amount charged less quantity discounts, returns and other deductions or discounts. Cost of goods sold, overhead and other direct and indirect expenses will not be deducted. If LICENSEE does not charge a recipient, it will pay the royalty it would have paid on a similar cash or credit sale. Royalties payable in US currency.

5. **License Fee and Minimums.** LICENSEE will also pay (A) a one-time non-refundable license issue fee, not to be credited against royalties of \$ 100 on signing this license and (B) an annual minimum royalty of \$ 50 for each calendar year. The minimum less the total royalties paid for the year will be paid within thirty days after each calendar year, subject to prorating for partial years. Royalties will bear 1% (one percent) interest per month on any portion thereof if not paid on time.

LOCAL REVENUE SOURCES

CC
(EXHIBIT D)

6. **Payment.** All payments by LICENSEE will be made in U. S. dollars to Ector County Independent School District and sent to:

Assistant Superintendent for Finance and Business Operations
Ector County Independent School District
P. O. Box 3912
Odessa, Texas 79760

7. **Best Efforts and Reports.** LICENSEE will use its best efforts to promote and sell the licensed products. Within thirty days after June 30 and December 31 of each year, LICENSEE will provide ECISD on ECISD's Report Form with the total number of licensed product(s) sold, the net sales amounts and the royalties due for the half-year. This information must be in writing and certified by LICENSEE's senior financial officer. If there are no such sales, the Report Form must so indicate.

8. **Records.** LICENSEE will maintain accurate royalty records for three years following the payments they cover. ECISD may inspect these records on reasonable notice.

9. **Relationship.** LICENSEE is a related company under the Lanham Act, but is an independent contractor, not an agent or employee, of ECISD. ECISD is not liable for LICENSEE's acts or omissions. This is not a franchise agreement and does not create a partnership or joint venture.

10. **Limitations.** LICENSEE will not use ECISD's name or Marks in its business except in accordance with this license and will not combine the Marks with any other marks, names or symbols without ECISD's written consent.

11. **Legal Notices.** LICENSEE will affix ECISD's trademark and copyright notices, together with a legend stating that the Marks are used under license from ECISD, to the licensed product(s) and related materials as directed by ECISD.

12. **Manner of Use.** LICENSEE will affix ECISD's Marks only as directed by ECISD to hang tags, labels and other materials.

13. **Trademark Ownership.** ECISD owns the Marks and LICENSEE recognizes their substantial value and associated goodwill. LICENSEE will not alter, modify, dilute or misuse the Marks, bring them into disrepute or challenge ECISD's rights in them.

14. **Trademark Protection.** LICENSEE will not attempt to register the Marks and will cooperate with ECISD in protecting, defending and registering them.

15. **Artwork.** On request, ECISD will provide artwork, photographs, drawings, samples, graphic standards or other materials that LICENSEE may reasonably require. LICENSEE will submit any new designs on artwork prepared by or for it, incorporating the Marks, to ECISD for written approval prior to use. Any copyrightable material produced or used by LICENSEE shall be copyrighted and all copyrights will be registered in the United States Copyright Office in the name of ECISD or, if registered in the name of LICENSEE, will be assigned to ECISD, unless the parties agree otherwise in writing.

LOCAL REVENUE SOURCES

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16. **Infringements.** LICENSEE will immediately advise ECISD of any infringements of the Marks. ECISD will have the sole right to take legal action.

17. **Product Liability.** ECISD is not responsible for the licensed product(s). LICENSEE shall indemnify and hold harmless ECISD and its affiliated entities and members of their governing board and their respective officers, employees and agents, from any and all claims, suits, damages, attorneys' fees, costs and expenses, arising from LICENSEE's performance and activities under this license, whenever and however asserted or established, whether or not there is negligence on the part of ECISD.

The license agreement provides that these clauses survive termination of the license agreement.

18. **Termination.** This license will terminate one year from the date the contract is signed by both parties, unless sooner terminated by:

- (a) either party, without cause, upon sixty days written notice; or
- (b) ECISD, upon thirty days written notice if LICENSEE breaches this license unless LICENSEE cures its breach to ECISD during the thirty-day period.

19. **Cessation.** On termination LICENSEE will immediately stop using the Marks. However, LICENSEE may sell licensed product(s) on hand at termination within three months if it:

- (a) pays ECISD all royalties due at termination within thirty days after termination;
- (b) furnishes a certified royalty report on all sales up to termination; and
- (c) furnishes a list of all licensed product(s) on hand at termination and allows ECISD to inspect the inventory.

LICENSEE will destroy all licensed product(s) (A) which do not qualify for post-termination sale or (B) which are not sold within these three months and will promptly furnish a written report on the number and types of items destroyed.

20. **Remedies.** Upon LICENSEE's default or breach, ECISD may recover from it all expenses, attorney's fees and costs incurred in any resulting legal action. Any such default or breach will irreparably harm ECISD. For resolution of any dispute under this agreement, which is not submitted to alternative dispute resolution, the parties will submit to the personal jurisdiction of the federal courts of the Western District of Texas-Midland Division and state courts within Ector County, Texas.

21. **Severability.** If any part of this license is held void, the remaining parts will not be affected.

22. **Modification.** This license may be changed only in writing and is in effect when signed by both parties.

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23. **Waiver.** Any waiver of a breach by either party shall not be a waiver of any subsequent or other breach.

24. **Applicable Law.** This license will be governed by the laws of Ector County, Texas.

25. **Notices.** Notices shall be received when delivered in person, sent by overnight courier or mailed by certified first class mail to:

Licensor:

Assistant Superintendent for Finance and Business Operations
Ector County Independent School District
P. O. Box 3912
Odessa, Texas 79760

LICENSEE:

26. **Completeness.** This license contains the entire understanding between the parties.

27. **Authorization.** Those signing are authorized to bind ECISD and LICENSEE to the terms of this license:

Licensor: **ECTOR COUNTY INDEPENDENT SCHOOL DISTRICT**

By: _____
(Print Name)

Signature: _____

Title: _____

Date _____

Licensee: _____

By: _____
(Print Name)

Signature: _____

Title: _____

Date: _____