

QUEEN'S UNIVERSITY TRADEMARK LICENSE AGREEMENT

THIS AGREEMENT made in duplicate, the \_\_\_\_ day of \_\_\_\_\_ 2003 at the City of Kingston, Province of Ontario.

**BETWEEN:**

**QUEEN'S UNIVERSITY AT KINGSTON**  
located at  
Kingston, Ontario, Canada  
(hereinafter called "QUEEN'S")

AND

XXXXXXXXXXXXXXXXXXXXXXXXXXXX  
located at  
XXXXXXXXXXXXXXXXXXXXXXXXXXXX  
XXXXXXXXXXXXXXXXXXXX

(hereinafter called "LICENSEE")

**WHEREAS QUEEN'S** is the owner of all right, title and interest in certain valuable Trade Marks, more specifically identified in Schedule B to this Agreement and hereinafter referred to as the "Trade Marks"; and

**WHEREAS QUEEN'S** represents and warrants to LICENSEE that it has the right to grant a license to use such Trade Marks; and

**WHEREAS LICENSEE** is desirous of acquiring and QUEEN'S is willing to grant to LICENSEE a licence to use such rights including the right to manufacture, use and sell products bearing one or more of the Trade Marks owned by QUEEN'S during the life of this Agreement on the terms and conditions hereinafter set forth.

**WHEREAS QUEEN'S** is committed to ethical and legal business practices and believes firmly that workers in this country and abroad who produce licensed goods bearing the trademarks of Queen's University should be treated humanely and fairly and should work under healthy and safe conditions. Accordingly, the University is committed to contracting with licensees who uphold just labour practices as established by statute by the government(s) of their respective countries, and whose contractors do likewise. To this end, the University will make best efforts to limit contracting only to such licensees. See Schedule D

**NOW, THEREFORE, THIS AGREEMENT WITNESSETH** that, in consideration of the mutual promises and covenants set forth herein, the Parties hereto mutually agree as follows:

**GRANT OF LICENSE**

Subject to the terms and conditions of this Agreement, QUEEN'S hereby grants to LICENSEE a non-exclusive license to use the licensed Trade Marks in Canada solely on and in conjunction with the Licensed Products listed in Schedule C.

**LICENSE FEE**

Upon the execution of this Agreement, LICENSEE shall pay to QUEEN'S the sum of One Hundred Dollars (\$100.00); such sum shall be payable once only during the term of this Agreement unless the Agreement is amended during the term or any renewal thereof at the request of the LICENSEE.

**ROYALTIES**

In consideration of the license herein granted by QUEEN'S to LICENSEE, LICENSEE shall pay to QUEEN'S a royalty, during the term of this Agreement, of Seven per cent (7%) of the Net Sales of the Licensed Products sold by LICENSEE, pursuant to Article 3 of Schedule A.

**TERM**

The term of this Agreement shall be one (1) year from \_\_\_\_\_, 2003 to \_\_\_\_\_, 2004.

**TERMS AND CONDITIONS**

The Parties shall abide by all terms and conditions set out in STANDARD TERMS AND CONDITIONS, incorporated as Schedule A of this Agreement.

**NOTICES**

Any notice required to be given under this Agreement shall be in writing and shall be sent by certified or registered mail, or its equivalent, postage prepaid, or by fax addressed to:

**QUEEN'S** as follows:

Dean of Student Affairs  
Queen's University  
D217 Mackintosh-Corry Hall  
Kingston, Ontario  
K7L 3N6

Phone: (613) 533-6994  
Fax: (613) 533-6447

**LICENSEE** as follows:

XXXXXXXXXXXXXXXXXXXXXXXXXXXX  
XXXXXXXXXXXXXXXXXXXXXXXXXXXX  
XXXXXXXXXXXXXXXXXXXX  
XXXXXXXXXXXX

Phone: (xxx) xxxxxxxx  
Fax: (xxx) xxxxxxxx

Any such notice shall be deemed to be received ten (10) days after mailing, or on the date of transmission by fax.

**IN WITNESS WHEREOF**, the parties have executed this Agreement as of the date first herein above written.

**WITNESS**

**QUEEN'S UNIVERSITY AT KINGSTON**

\_\_\_\_\_  
Debra Easter Christie

\_\_\_\_\_  
Robert G. Crawford  
Dean of Student Affairs

\_\_\_\_\_  
Witness

\_\_\_\_\_  
President  
XXXXXXXXXXXXXXXXXXXXXXXXXXXX