



QUEEN'S UNIVERSITY TRADEMARK LICENSE AGREEMENT

THIS AGREEMENT made in duplicate, the \_\_\_ day of \_\_\_\_\_ 20\_\_\_ 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
XXXXXXXXXXXXXXXXXXXX
(hereinafter called "LICENSEE")

WHEREAS QUEEN'S is the owner of all rights, title and interest in certain valuable Trade Marks, including, but not limited to, those 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 follow workplace standards that adhere to the Queen's University Code of Conduct. See Queen's University Code of Conduct, Schedule C.

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

1. 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 solely on and in conjunction with the licensed products listed in Schedule D.

2. 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.

3. 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 (7%) of the Net Sales of the Licensed Products sold by LICENSEE, pursuant to Article 3 of Schedule A of this agreement. See Schedule A, 1.4 for definition of Net Sales.



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4. **TERM**

The term of this Agreement shall be one (1) year from \_\_\_\_\_ 20\_\_ to \_\_\_\_\_ 20\_\_\_\_\_.

5. **TERMS AND CONDITIONS**

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

6. **NOTICES**

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

QUEEN'S as follows:

University Relations - Brand Team
78 5th Field Company Lane
Fleming Hall, Stewart-Pollock Wing, 4th floor
Queen's University
Kingston, Ontario
K7L 3N6
Phone # (613) 533-6000, ext. 75516
Fax # (613) 533-6652
Email trdmrks@queensu.ca

LICENSEE as follows:

XXXXXXXXXXXXXXXXXXXXX
XXXXXXXXXXXXXXXXXXXXX
XXXXXXXXXXXXXXXXXXXXX
XXXXXXXXXXXXX
XXX XXX
Phone # (xxx) xxx-xxxx
Fax # (xxx) xxx-xxxx
Email

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

Deb Easter
Trademark Licensing Program Coordinator

Ann Tierney
Vice- Provost
& Dean of Student Affairs

Witness

Signature
Printed Name:
'I have authority to bind the LICENSEE'