**Trademark License Agreement**

This Trademark License Agreement (this “Agreement”) is entered into effect (“Effective Date”) by and between the **District Board of Trustees of Florida SouthWestern State College** (“Licensor”) and(“Licensee”).

The parties agree as follows:

1.     Trademark. Licensor underwent a name change effective July 1, 2014 and is now known as Florida SouthWestern State College. As part of this name change Licensor has devoted substantial resources to the development of new trademarks and logos. Licensor claims exclusive ownership to all right, title and interest in and to certain trademarks and the goodwill appertaining thereto.

2.    Grant of Trademark License. Subject to the terms and conditions of this Agreement, Licensor grants and Licensee accepts, for the Term (as hereinafter defined), the non-exclusive, non-transferable, revocable right to use the attached Trademark(s) (the Trademarks or Marks) attached hereto as Exhibit A. Nothing in this Agreement will be construed to prevent Licensor from granting any other licenses for the use of the Trademarks or from using the Trademarks in any businesses.

3.     Use of Trademarks. Licensee acknowledges the validity of the Trademarks and Licensor's sole and exclusive right, title and interest in and to the Trademarks, including Licensor's right to register or to have registered, the Trademarks. Apart from its rights under the license granted in Section 2, Licensee will not acquire any right, title or interest in or to the use of the Trademarks during or after the Term. Licensee will use and display the Trademarks only in a form and style which do not, and are not reasonably likely to, defame or otherwise injure Licensor. Licensee will not represent in any manner that it has any ownership of right, title or interest in or to the Trademarks other than as set forth in this Agreement. All use of the Trademarks by Licensee shall inure to the benefit of and be on behalf of Licensor.

 3.1 Designs must be of high quality and appropriately portray the image of Florida SouthWestern State College;

 3.2 The Marks may be incorporated into a design as long as the integrity of the Marks is not altered;

 3.3 The Marks cannot be altered in any way. Size of marks may be made larger or smaller, however proportions must be retained.

 3.4 The Marks must be used in the color(s) and Font as they appear on Exhibit A. The Marks received from Auxiliary Services Trademark Division are the only Marks which may be used in any way under this Agreement.

 3.5 A final proof of usage must be sent to Trademark@fsw.edu for approval before any distribution by any means.

 3.6 When using the College’s Marks, the correct Pantone® colors must be used: The College’s official color palette consists of:

|  |  |  |  |  |
| --- | --- | --- | --- | --- |
| **COLORS** | **PANTONE®** | **HTML** | **RGB** | **PROCESS** |
| **Purple** | **2617** | **470A68** | **R:71 G:10 B:104** | **C:84% M:99% Y:0% K:12%** |
| **Aqua** | **3262** | **00BFB3** | **R:0 G:191 B:170** | **C:76% M:0% Y:38% K:0%** |

 3.7 The College has also standardized typography for its registered word marks which is:

* ITC Novarese Std/medium.

This license grants Licensee the right to use Licensors for the sole purpose of producing the 3.8 following items: **Printing or Digital Marketing Only.**

4.     Term and Termination.

    4.1     Term. This agreement is for the sole purpose of producing the item specified above in #3 and expires on **6/30/2022**.

    4.2     Licensor reserves the right to terminate this agreement for any reason and at any time. Upon notification of termination Licensee will immediately cease all use of the Trademarks.

    4.3     Survival. Articles 3, 5 and 6 of this Agreement shall survive the expiration or
termination of this Agreement.

5.     Quality Control.

    5.1     Quality Standards. Licensee agrees that the nature and quality of all services rendered by Licensee in connection with the Trademarks; all goods sold by Licensee under the Trademarks; and all related advertising, promotional and other related uses of the Trademarks by Licensee shall conform to standards set by and be under the control of Licensor. Licensee shall not alter the Trademarks except to resize the Trademarks to make them useful for a particular product. Wherever practical the mark ™ shall appear to the right of the Trademark on the product.

    5.2     Quality Maintenance. Licensee agrees to cooperate with Licensor in facilitating Licensor’s control of such nature and quality, to permit reasonable inspection of Licensee’s operation, and to supply Licensor with specimens of all uses of the Trademarks upon request. Licensor shall comply with all applicable laws and regulations and obtain all appropriate government approvals pertaining to the sale, distribution and advertising of goods and services covered by this License.

 5.3     Infringement. Licensee agrees to notify Licensor of any potentially unauthorized use of the Trademarks by others promptly as it comes to Licensee’s attention. Licensor shall have the sole right and discretion to bring infringement or unfair competition proceedings involving the Trademarks.

 5.4 Records. Licensee understands that, in relation to printing or mailing when student information is provided to Licensee by Licensor for the purpose of fulfilling a contracted order, information provided to Licensee by Licensor includes information that would be considered an “educational record” within the meaning of the federal law known as the Family Educational Rights and Privacy Act (“FERPA”). In accordance with the provisions of FERPA, Licensee understands it may use the information provided by the Licensor for the sole purpose of fulfilling its obligations under this Agreement, and that it may not redisclose this information to any other party under any circumstances. Specifically, Licensee agrees that it will not use any information about the Licensor’s students (such as name, degree type, date of graduation, address) in the future, nor will it sell, distribute, or convey such information to any subsidiary, affiliate, or any other independent entity both during this Agreement and at all times after the termination of this Agreement.

6.     Miscellaneous.

 6.1     Licensee.  Licensee shall perform this Agreement solely as a licensee and not as Licensor’s independent contractor, agent or employee. Licensee has no authority to make any statement, representation or commitment of any kind or to take any action binding upon Licensor, without Licensor’s prior written authorization.

 6.2     Assignment.  The License granted by this agreement is unique and personal to Licensee. Accordingly, Licensee shall not assign or transfer its rights or delegate its duties, without the prior written consent of Licensor.

 6.3     Bankruptcy.  This Agreement sets forth a license to intellectual property rights. To the extent permitted by applicable law, Licensor may terminate this Agreement immediately by written notice to Licensee upon (a) the institution by Licensee of insolvency or bankruptcy proceedings or any other act of bankruptcy or proceedings for the settlement of his debts; (b) the institution of such proceedings against Licensee, which is not dismissed or otherwise resolved in his favor within ninety (90) days thereafter; or (c) Licensee making a general assignment for the benefit of creditors.

 6.4     Governing Law.  This Agreement shall be construed and enforced in accordance with the laws of the State of Florida without regard to principles of conflict of laws that would cause the laws of any other jurisdiction to apply.

 6.5     Jurisdiction and Venue.  The parties irrevocably (i) agree that any suit or other legal proceeding arising out of or relating to this Agreement may be brought only in a court of the State of Florida and the United States District Court located in Lee County, Florida, (ii) consents, for himself and in respect of his property, to the jurisdiction of each such court in any such suit or proceeding, and (iii) waives any objection which he may have to the laying of venue of any such suit or proceeding in any of such courts and any claim that any such suit or proceeding has been brought in an inconvenient forum.

 6.6     Attorneys’ Fees and Costs. The prevailing party in any dispute between the parties litigated through final appeal shall be entitled to reimbursement by the other party for all attorneys’ fees and costs, including court costs, costs of expert witnesses and the like.

 6.7     Headings. Headings of particular sections are inserted only for convenience and are not to be considered a part of this Agreement or be used to define, limit or construe the scope of any term or provision of this Agreement.

 6.8     Notices. All notices, payments or consents required or allowed hereunder, shall be sent to the parties as provided herein, in writing, and shall be deemed to have been delivered (a) immediately, if delivered personally, (b) on the third business day following if delivered by registered or certified mail, postage prepaid, return receipt requested, or (c) on the following business day if delivered by a nationally recognized overnight courier service, to the following addresses of the respective parties:

Licensor:

Jason Dudley

Vice President IT & Digital Strategies/Chief lnformation Officer
Florida SouthWestern State College
8099 College Parkway
Fort Myers, Florida 33919-5566

Licensee:

 6.9     No Oral Modification. No modification, extension or waiver of or under this Agreement shall be valid unless made in writing and signed by both the Licensor and the Licensee. No written waiver shall constitute, or be construed as, a waiver of any other obligation or condition of this Agreement.

    6.10     Severability. In case any one or more of the provisions of this Agreement should be invalid, illegal or unenforceable in any respect, the validity, legality and enforceability of the remaining provisions contained herein shall not in any way be affected or impaired thereby, so long as the economic or legal substance of the transactions contemplated hereby is not affected in any manner adverse to any party. Upon such determination that any term or other provision is invalid, illegal, or unenforceable, the parties hereto shall negotiate in good faith to modify this Agreement so as to effect the original intent of the parties as closely as possible in an acceptable manner to the end that the transactions contemplated hereby are fulfilled to the extent possible.

    6.11     Entire Agreement. This Agreement constitutes and contains the entire agreement and understanding of the parties with respect to the subject matter hereof and supersedes any and all prior written and oral negotiations, correspondence, agreements, understandings, duties or obligations between the parties respecting the subject matter hereof and shall be binding upon and inure to the benefit of the parties hereto and their successors and assigns.

    6.12     Further Assurances. Each party hereto covenants and agrees that, subsequent to the execution and delivery of this Agreement and without any additional consideration, such party will execute and deliver all such further legal instruments and perform all such further acts as may, in each case, be or become necessary or appropriate to effectuate the purposes of this Agreement.

    6.13     Counterparts. This Agreement may be executed in counterparts, each of which shall for all purposes be deemed to be an original and all of which shall constitute the same instrument.

IN WITNESS WHEREOF, this Agreement has been executed effective as of the Effective Date.

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| Click here to enter company name. | The District Board of Trustees of Florida SouthWestern State College, Florida |
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| By:\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_ | By:\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_ |
| Title:\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_Dated: \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_ |  Jason Dudley Vice President IT & Digital Strategies/Chief lnformation OfficerDated: \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_ |

