

NORTHWEST COLLEGE LICENSING AGREEMENT

This agreement, effective _____, 20__, is by and between the Northwest Community College District, State of Wyoming (dba “Northwest College”) and _____, “Licensee.” Whereas Northwest College is the owner of its name and other designs, including but not limited to those listed in Exhibits A and B attached, and whereas Licensee desires a license to use the Northwest College name and related designs, therefore, for and in consideration of the mutual covenants and undertakings herein set forth, and other good and valuable considerations, it is agreed as follows:

1. Subject to the terms of this agreement and to the extent permitted by law, Northwest College hereby grants Licensee a limited revocable non-exclusive license to use the name and other designs, including but not limited to Exhibits A and B. Additions to and modifications of Exhibits A and B may be made by obtaining written permission from Northwest College.
2. Licensee shall not assign or sublease the rights granted under this license. Licensee agrees that nothing therein shall give the Licensee any right, title, or interest in the Northwest College name or other designs (except the right to use these under the terms of this agreement), and that the Northwest College name and other designs are the property of Northwest College and that all uses of the Northwest College name and designs shall inure to the benefit of Northwest College.
3. In consideration for this license, Licensee agrees to pay Northwest College a royalty of 6.5% of the net sales price of all products sold. Net sales price shall mean the Licensee’s price charged for the licensed products, less quantity discounts or returns actually credited, but no deduction shall be made for cash discounts, uncollectible accounts, commissions, taxes, fees, assessments, or expenses of any kind.
4. All royalties shall be paid quarterly within 10 business days following the end of each calendar quarter.
5. Licensee agrees that it will not alter, modify, dilute, or otherwise misuse the Northwest College name and designs, or bring them into disrepute.
6. Licensee agrees not to use any other trademark, service mark, trade name logo, symbol, or device in combination with any Northwest College name or design without the written prior consent of Northwest College.
7. Licensee, by this agreement, acknowledges that by receiving a right to use the Northwest College name or design, Northwest College does not endorse or otherwise warrant that the product is fit or safe for its intended use.

8. Should Licensee fail to comply, in whole or in part, with any provision of this agreement, Northwest College may terminate this agreement on 30 days written notice.
9. This agreement shall have no automatic expiration date, but all rights granted may be revoked and terminated at any time by Northwest College without cause on 60 days written notice. Should Licensee decide to terminate this agreement, Licensee must notify Northwest College in writing.
10. Both parties agree that this agreement may be modified from time to time only in writing signed by both parties.
11. Northwest College does not waive its sovereign immunity by entering into this agreement and fully retains all immunities and defenses provided by and with regard to any action based on this agreement.
12. This agreement, including Exhibits A and B, contains the entire agreement between the parties with regard to the subject matter hereof.
13. Licensee agrees to indemnify and hold harmless Northwest College for any and all claims whatsoever brought against Northwest College arising out of Licensee's use of the Northwest College name or designs if such use violates the terms of this agreement, is illegal or improper. Licensee further agrees to indemnify and hold harmless Northwest College for any and all claims whatsoever arising out of Licensee's sale or distribution of products, paraphernalia or items using the Northwest College name or designs.

In witness whereof, the parties have executed this agreement as of the respective dates set forth below to become effective as of the dates set forth on the first page hereof.

Licensee

By: _____

Title: _____

Northwest College

By: _____

Title: Vice President for College Relations

EXHIBIT A



For guidance on color applications or acceptable and unacceptable uses of the above logo, licensee should consult the NWC *Graphic Standards Manual* found at www.northwestcollege.edu/intranet/college_relations/graphics/

Northwest College

NWC

EXHIBIT B

Athletics logos PDF here