

Illinois State University
Authorization Agreement
For Use of University Trademarks on
Products Sold Only to the University

- I. This agreement authorizes the Vendor to use the trademark properties of Illinois State University on sundry products and promotions that are sold only to the University and are not made available for public resale. The University's trademark properties include all names (including unit names, program names, organization names, and student organization names), nicknames, abbreviations, acronyms, slogans, mottos, symbols, logos, mascots, campus physical features, and all other representations that identify Illinois State University or any of its units or programs.
- II. Products bearing the University's trademarks, that are ordered by and sold to the University, typically do not require the collection and payment of royalties.
- III. The Vendor agrees that all right, title, and interest in the University's trademarks and copyrights remains exclusively with the University, and that any use of the trademarks will inure to the benefit of the University. The Vendor further agrees not to attempt to obtain any trademarks or copyrights in any artwork that contains, or is at all derived from, the University's properties. The Vendor agrees that all artwork, designs, or reproductions which are derived to any extent from the University's properties are works made for hire for the University.
- IV. The Vendor warrants that all products and related promotions and packaging will be of good quality in design, materials, and workmanship, and will be suitable for their intended purpose; that no injurious, deleterious, or toxic substances will be used in or on the products bearing the University's trademarks; that the products will not cause harm when used as instructed and with ordinary care for their intended purpose; and that the products will be manufactured, sold, and distributed in strict compliance with all laws and regulations.
- V. The Vendor will maintain fair, safe, and non-exploitive working conditions for all employees involved in the manufacture, enhancement, and/or distribution of products covered under this agreement. To this end, the Vendor agrees to adhere to Attachment A: FLA Workplace Code of Conduct.
- VI. The office of University Marketing and Communications at Illinois State University shall approve products and uses of the University's trademarks, however, such approval shall not be deemed an endorsement by the University of the usefulness or safety of the products, nor shall such approval be deemed in any manner a guarantee or warranty of any nature with respect to the approved products. The Vendor agrees to hold harmless from any claims, damages, liabilities, costs and damages of every nature relating to or arising out of the manufacture or sale of the products.

- VII. The Vendor shall maintain throughout the term of this agreement, at its own expense and from a qualified insurance company, standard product liability insurance in the amount of \$1,000,000. Evidence of this insurance shall be included as Attachment C to this agreement.
- VIII. The University does not warrant that the use of its trademark properties is free from any claim by any third party of infringement or unfair competition, and the University shall not be liable to the Vendor as a result of the Vendor's activities under this agreement for any damages or costs incurred or paid by the Vendor to any third party for such claims, judgments, or settlements.
- IX. The office of University Marketing and Communications shall review and approve all products that are proposed for enhancement with the application of University trademarks. University Marketing and Communications shall also review all artwork and designs that include the use of University trademarks. Such review shall occur for every order being fulfilled by the Vendor, even if the product and design have been approved in the past. No other university unit can provide such product and design approval. Failure to secure approval for each order will result in an immediate termination of this agreement. Attachment B provides instructions for obtaining design approval.
- X. Vendor agrees to allow the University or its designated agent to examine the Vendor's books and records that relate to the approval, production and sale of products bearing the University's trademarks
- XI. This agreement may be terminated prior to the stated expiration date by either party without cause on ninety (90) days prior written notice to the other party.
- XII. The University may terminate this agreement immediately if the Vendor breaches any of the conditions or provisions of this agreement, and fails to cure within ten (10) days after notice from the University.
- XIII. Vendors whose agreement with the University has been terminated for any of the reasons stated above may not seek to be reinstated through a new agreement for a period of two years.
- XIV. This agreement shall become effective only after the University has received all required signatures, attachments, payments and other information, and a fully executed copy has been returned to the Vendor.
- XV. This agreement shall exist for a period of two years and shall expire on _____.
- XV. A \$100 administration fee must be submitted with this agreement. Checks should be made out to Illinois State University.

Vendor Execution:

Signature: _____ Date _____

(Please type or print clearly)

Name: _____

Company: _____

Address: _____

Phone: _____

Facsimile: _____

E-mail: _____

Description of products or services that will be covered under this agreement:

University Execution:

Signature: _____ Date _____

Jerry W. Abner, Assistant Director
University Marketing and Communications
Illinois State University
Campus Box 3420
201 Nelson Smith Building
Normal, IL 61790-3420
Phone: (309) 438-2713
Facsimile: (309) 438-8411
E-mail: jwabner@ilstu.edu

Attachment A:

Fair Labor Association Workplace Code of Conduct

Forced Labor: There shall not be any use of forced labor, whether in the form of prison labor, indentured labor, bonded labor, or otherwise.

Child Labor: No person shall be employed at an age younger than 15 (or 14 where the law of the country of manufacture allows), or younger than the age for completing compulsory education in the country of manufacture where such age is higher than 15.

Harassment or Abuse: Every employee shall be treated with respect and dignity. No employee shall be subject to any physical, sexual, psychological, or verbal harassment or abuse.

Nondiscrimination: No person shall be subject to any discrimination in employment, including hiring, salary, benefits, advancement, discipline, termination, or retirement, on the basis of gender, race, religion, age, disability, sexual orientation, nationality, political opinion, or social or ethnic origin.

Health and Safety: Employers shall provide a safe and healthy working environment to prevent accidents and injury to health arising out of, linked with, or occurring in the course of work, or as a result of the operation of employer facilities.

Freedom of Association and Collective Bargaining: Employers shall recognize and respect the right of employees to freedom of association and collective bargaining.

Wages and Benefits: Employers recognize that wages are essential to meeting employees' basic needs. Employers shall pay employees, as a floor, at least the minimum wage required by local law or the prevailing industry wage, whichever is higher, and shall provide legally mandated benefits.

Hours of Work: Except in extraordinary business circumstances, employees shall (i) not be required to work more than the lesser of (a) 48 hours per week and 12 hours overtime, or (b) the limits on regular and overtime hours allowed by the law of the country of manufacture, or where the laws of such country do not limit the hours of work, the regular work week in such country plus 12 hours overtime and (ii) be entitled to at least one day off in every seven day period.

Overtime Compensation: In addition to their compensation for regular hours of work, employees shall be compensated for overtime hours at such premium rate as is legally required in the country of manufacture, or in those countries where such laws do not exist, at a rate at least equal to their regular hourly compensation rate.

Attachment B:

Obtaining Product and Design Approval

For every new order received from any campus unit, the Vendor must submit:

1. Identification of the campus unit placing the order.
2. Description and number of the product ordered. In some cases, actual samples of the products might be required.
3. Proposed design for the use of University trademarks including identification of the type of application, placement and the use of color.

Example: Order for Student Life
 100 white, short-sleeve t-shirts in various sizes
 Screenprint: red, one-color / full-front



STUDENT LIFE

Information may be submitted by mail, facsimile, or e-mail using the following addresses:

Jerry W. Abner, Assistant Director
University Marketing and Communications
Illinois State University
201 Nelson Smith Building
Campus Box 3420
Normal, IL 61790-3420
Phone: (309) 438-2713
Facsimile: (309) 438-8411
E-mail: jwabner@ilstu.edu

Attachment C:

Product Liability Insurance

Attach evidence of required insurance.