



AGENCY AGREEMENT

This Agency Agreement (“Agreement”) is made effective on the Effective Date (as defined herein) by and between **Collegiate Licensing Company, LLC**, a Georgia limited liability company having a principal place of business at 1075 Peachtree Street NE, Suite 3300, Atlanta Georgia 30339 (“CLC”), and **Texas A&M University**, a member of The Texas A&M University System, an agency of the state of Texas, having a principal place of business at Bizzell Hall East, College Station, Texas 77843-1137 (“University”). CLC and University may be referred to herein collectively as the “Parties” and sometimes individually as a “Party”).

RECITALS

WHEREAS, University owns and/or controls the right to grant licenses under the Indicia (as defined herein);

WHEREAS, CLC desires to act as University’s exclusive Product Licensing Agent (as hereinafter defined) to preserve the integrity, character, and dignity of University and maintain the Indicia as a designator of quality merchandise; and

WHEREAS, University desires to so appoint CLC as its exclusive Product Licensing Agent.

NOW, THEREFORE, in consideration of the foregoing recitals, and the mutual promises and covenants contained herein, the Parties agree as follows:

1. DEFINITIONS. In addition to the terms defined elsewhere in this Agreement, as used in this Agreement, the following terms will have the following respective meanings:

(a) “**Annual Revenue**” means all revenue resulting from the use of the Indicia during each Contract Year including any and all royalties, advances, signing bonuses, minimum guarantee payments, trade, or other non-monetary compensation, incentives or payments from University’s licensees.

(b) “**Contract Year**” means the annual period beginning on the Effective Date, and each subsequent annual period during the Term (as defined herein) beginning on the annual anniversary of the Effective Date (as such annual period may be suspended or extended upon mutual agreement of the Parties).

(c) “**Indicia**” means the names and identifying indicia of University including, without limitation, the trademarks, service marks, trade dress, team names, nicknames, abbreviations, city/state names in the appropriate context, slogans, designs, colors, uniform and helmet designs, distinctive landmarks, logographics, mascots, seals and other symbols associated with or referring to University. Indicia includes those shown in **Appendix “A”**, modifications of the Indicia approved for use by University, and any other Indicia adopted and approved for use by University.

(d) “**Licensed Articles**” means all products that contain the Indicia approved pursuant to this Agreement.



(e) **“Premiums”** means any products, including Licensed Articles, bearing any Indicia featured alone or in combination with the indicia of any third party, that a licensee sells or gives away for the purposes of: (i) promoting, publicizing or increasing the sale of its own products or services; or (ii) promoting, publicizing or increasing the sale of the products or services of any third party. For clarity, Premiums include products distributed in connection with combination sales, incentives for sales force, trade, and/or consumer promotions such as sweepstakes.

(f) **“Product Licensing Agent”** means an agent to license the use of the Indicia in connection with the manufacture, advertising, distribution, and sale of Licensed Articles and Premiums, as those terms are hereinafter defined, and to conduct Product Licensing Marketing and Promotions.

(g) **“Product Licensing Marketing and Promotions”** means any activity involving the presentation of Indicia through advertising, publicity, or other means of exposure, in or on merchandise, Premiums, point of purchase displays, print, electronic or any other medium that promotes University’s product licensing program as well as market research and the development of branding campaigns designed for University brand awareness through retail and non-retail channels.

(h) **“Territory”** means the United States of America, its territories, and possessions, and the Commonwealth of Puerto Rico, as well as United States military bases abroad. Sales of Licensed Articles through internet retail websites operated by licensees or other third parties based in the Territory to individual consumers located outside the Territory will be permitted for purposes of this Agreement.

2. AGENCY.

(a) **Grant.** University hereby appoints CLC as its exclusive (even as to University) Product Licensing Agent to: (i) grant licensees the rights to use the Indicia on and in connection with the manufacture of Licensed Articles and Premiums advertised, distributed or sold or distributed through approved distribution channels in the Territory; (ii) collect and distribute Annual Revenue; and (iii) conduct Product Licensing Marketing and Promotions in the Territory, in each case in the manner set forth in this Agreement. This Agreement will not apply with respect to any exemptions granted by University as indicated on **Appendix “B”**.

(b) **Inquiries.** University agrees that, if any potential licensee or other party directs an inquiry to University regarding Licensed Articles, Product Licensing Marketing and Promotions, Premiums or other trademark use or licensing related issues, such inquiry will be forwarded to CLC for a response. CLC agrees that, upon receiving any inquiry from a potential licensee, whether from University or directly from such potential licensee, CLC will handle said licensee request in an expeditious manner.

(c) **Product Licensing Marketing and Promotions.** Upon University’s written approval, CLC is authorized to conduct Product Licensing Marketing and Promotions that may require additional fees to be paid by the University. Such fees shall be agreed to in writing between University and CLC.



3. QUALITY CONTROL AND APPROVALS.

(a) General Quality Control. CLC agrees that it will license the use of the Indicia only in connection with merchandise and promotions of the kind or character approved by the University. CLC acknowledges that if merchandise sold by licensees were of inferior quality in design, material or workmanship, the substantial goodwill that University possesses in the Indicia may be impaired. Accordingly, CLC agrees that the licensing will be done in such a way as to preserve the integrity, character and dignity of University and that the Licensed Articles and Premiums will be of good quality.

(b) Licensee Submissions. CLC will require licensees to submit items of merchandise and designs for approval prior to distribution or sale, either electronically via BrandManager 360 or as a sample or prototype of the actual product (hereinafter "Licensee Submissions"). CLC will, in turn, inspect the Submissions, and then will transmit or forward the Submissions to the University for its review and approval in accordance with **Section 3(c)**.

(c) CLC Submissions. CLC will submit to University for its approval all Product Licensing Marketing and Promotions developed by CLC, as well as any Premiums related to said Product Licensing Marketing and Promotions (hereinafter "CLC Submissions" and together with the Licensee Submissions, the "Submissions").

4. REVENUE COLLECTION AND DISTRIBUTION.

(a) Annual Revenue Collection. CLC will be entitled to collect all Annual Revenue and distribute it in accordance with this Agreement. If any Annual Revenue is remitted to a third party, University will make a commercially reasonable effort to collect such Annual Revenue from that third party and promptly deliver it to CLC for accounting and distribution in accordance with this Agreement. If any Annual Revenue is remitted directly to University, University will promptly deliver such Annual Revenue to CLC for accounting and distribution in accordance with the terms of this Agreement.

(b) Annual Revenue Distribution. With regard to Annual Revenue, CLC shall be entitled to retain

Notwithstanding the foregoing, CLC shall be entitled to retain of Annual Revenue resulting from "National Champion" products designed as such as part of a "National Champion" program. CLC will render the balance of the Annual Revenue to University unless otherwise directed by University. Payments hereunder will be made to University quarterly within one month following each calendar quarter and will be accompanied by a report setting forth activities resulting in said revenue and any other information as appropriate to enable an independent determination of the amounts due hereunder. CLC will keep records of operations hereunder for at least four (4) years after the date of payment and will make such records reasonably available during normal business hours for examination by a representative of University to the extent necessary to verify the payments herein provided.



(c) Signing Bonus. CLC shall provide a one-time, lump-sum payment (“Signing Bonus”) to University in the amount of

. The Signing Bonus shall be paid to University no later than thirty (30) days after the later of the date that the Agreement is signed by both Parties or the commencement of the Term (as defined herein), and may be used in University’s discretion. In the event the Agreement is terminated prior to the natural expiration of the Term for any reason, other than due to an uncured, material breach of the Agreement by CLC, University shall repay to CLC a pro-rata portion of the Signing Bonus received by University, which amount shall be determined by multiplying the amount of the Signing Bonus received by University by a fraction, the numerator of which is the number of calendar days from the Effective Date until the date of termination, subtracted from the number of calendar days composing the full Term of this Agreement, and the denominator of which is the number of calendar days composing the full Term of this Agreement. Such refunded amount shall be due and payable to CLC thirty (30) days after the effective date of such termination.







(f) Manner of Payment. All amounts payable to University will be paid in United States dollars by ACH payment.

5. CONFIDENTIAL INFORMATION.

(a) Definition. “Confidential Information” means information that one Party (or an affiliate) discloses to the other Party under this Agreement, and that is marked as confidential or would normally be considered confidential information under the circumstances. It does not include information that is independently developed by the recipient, is rightfully given to the recipient by a third party without confidentiality obligations, or becomes public through no fault of the recipient. The terms set forth in **Section 4 (Revenue Collection and Distribution)** are CLC’s Confidential Information.

(b) Confidentiality Obligations. To the extent permitted by law (including, but not limited to, the Public Information Act, Texas Government Code Ch. 552), the recipient will not disclose the discloser’s Confidential Information, except to employees, affiliates, agents, or professional advisors who need to know it and who have agreed in writing (or in the case of professional advisors are otherwise bound) to keep it confidential. The recipient will ensure that those people and entities use the Confidential Information only to exercise rights and fulfill obligations under this Agreement, and that they keep it confidential. The recipient may disclose Confidential Information when legally compelled by a court or other government authority. To the extent permitted by law, recipient will promptly provide the discloser with sufficient notice of all available details of the legal requirement and reasonably cooperate with the discloser’s efforts to challenge the disclosure, seek an appropriate protective order, or pursue such other legal action, as the discloser may deem appropriate.

6. LEGAL SUPPORT AND SERVICES.

(a) CLC understands and agrees that, except when University and CLC have conflicting interests, University shall have the sole right, in University’s discretion, to control the



prosecution or defense of any action or lawsuit in which University and CLC are named parties, to decide whether to file and prosecute an action or lawsuit, or to appeal any judgment adverse to University as a joint or individual party, or to compromise or settle any potential or pending action or lawsuit, in any matter against a third party arising out of or related to this Agreement. CLC further understands and agrees that University shall have the sole right, in University's discretion, to select and retain counsel for any of these purposes. University agrees to consult with CLC, to the extent that it is feasible and not prejudicial to University's interest, before making any final decision in any matter in which University and CLC are aligned against a third party, and University further agrees that it shall not commit CLC to the terms of any compromise or settlement which would make CLC wholly or partly responsible for the payment of money to a third party or constitute an admission of liability or fault, without the prior written consent of CLC, which shall not be unreasonably withheld.

(b) CLC Litigation Support. CLC agrees to provide, at reasonable cost to be borne by University, any evidence, documents, and testimony which may be requested by University to assist in the filing, prosecution, settlement, or appeal of any action or lawsuit, or potential action or lawsuit, in any court or in any state or federal agency, against any third party arising out of or related to this Agreement or in the defense by University of any action against University by any third party arising out of or related to this Agreement. CLC may, at its option, join in any such action, to the extent applicable and appropriate. In the event CLC joins or is joined in any of said actions, either as party plaintiff or party defendant, it is understood that any expenses incurred by CLC in connection therewith, shall be paid by CLC and University shall have no liability for paying said expenses.

(c) University shall pay the costs and expenses of any action or lawsuit in any court or in any state or federal agency when University is a party thereto against a third party in any matter arising out of or related to this Agreement. Any award of attorneys' fees in any action in any court or in any state or federal agency shall be paid solely to University, and CLC shall not share therein except as set forth below. Any damages or profits ordered to be paid to University by any third party in any matter arising out of or related to this Agreement will, to the extent that such damages or profits are actually collected by University, be first retained by University to reimburse University fully for all costs and expenses incurred in the action or lawsuit, including compensation for the time spent by University's employees in connection with the action or lawsuit, and any remaining money, to the extent that it is compensation for royalties otherwise payable, will be divided between University and CLC as specified in **Section 4** of this Agreement.

(d) CLC Enforcement and Portfolio Services. CLC will maintain a trademark enforcement program to assist University in policing the use of the Indicia on unlicensed products offered for sale and distribution in online and physical marketplaces (the "CLC Enforcement Services") and a trademark portfolio maintenance program to assist University in maintaining and maximizing the value of the Indicia (the "CLC Portfolio Services"). CLC's Enforcement and Portfolio Services are designed to supplement University's existing trademark protection maintenance program to provide maximum legal coverage and support for the Indicia. CLC's enforcement and portfolio maintenance personnel will work collaboratively with University's in house and/or outside trademark counsel and CLC's Enforcement and Portfolio Services are not designed or intended to replace University's current programs.



7. REPRESENTATIONS.

University represents and agrees that: (i) University is the sole and exclusive owner of its Indicia and has the right to use such Indicia including, without limitation, the right to grant use of such Indicia to CLC pursuant to this Agreement; (ii) to the best of the University's knowledge there are no oppositions or cancellation proceedings pending against any of its Indicia in the United States Patent and Trademark Office; and (iii) use of the Indicia in accordance with this Agreement will not infringe on or violate the rights of any third party. Each Party represents and agrees that it has the full power and authority to execute and deliver this Agreement.

8. INDEMNIFICATION AND INSURANCE.

(a) Licensee Indemnification. CLC shall require all licensees to indemnify and hold harmless University and officers, employees, servants, and agents thereof from any and all liability caused by or arising from workmanship, material or design of any Licensed Article (excluding any claim regarding ownership of the Indicia). CLC will require of each licensee of the Indicia that it have and maintain Commercial General Liability insurance. University will not be liable to CLC or to any licensee, as the result of activities by CLC or any licensee hereunder for infringement of any patent, copyright, or trademark belonging to any third party, or for damages or costs involved in any proceeding based upon any such infringement, or for any royalty or obligation incurred by CLC or any licensee because of any patent, copyright or trademark held by a third party, except where Indicia is used as expressly authorized in this Agreement.

(b) CLC Indemnification Obligations. CLC will defend, indemnify, and hold harmless University and its officers, directors, employees, and agents from any and all third-party claims arising from the negligence or wrongful acts or omissions of CLC, its officers, or employees under this Agreement. CLC will keep the University reasonably apprised of the continuing status of the claim and will permit the University, at its expense, to participate in the defense and settlement of such claim. CLC will have no obligation under this section for claims settled without CLC's prior approval.

(c) University Responsibilities. University shall be responsible for the negligence or wrongful acts or omissions of University, its officers, or employees under this Agreement, and for any claims alleging that the Indicia infringe upon the intellectual property rights of a third party. University will keep CLC reasonably apprised of the continuing status of any such claim and will permit CLC, at its expense, to participate in the defense of settlement of such claim. University will have no obligation under this section for claims settled without University's prior approval. Notwithstanding the foregoing, any liability imposed upon University shall only be valid to the extent permitted by the Constitution and laws of the state of Texas.

(d) Notification of Claims. In the event that either University or CLC learns or becomes aware that any third party has made or may make a claim against University or CLC for any matter arising out of or related to this Agreement, the Party learning or becoming aware of such actual or potential claim will notify the other by telephone or email, confirmed by email receipt confirmation notice, on the same day, and will follow such notification with a full written report within forty-eight (48) hours.



(e) Insurance. CLC shall obtain and maintain for the duration of this Agreement, the minimum insurance coverage set forth in **Appendix “C”**.

9. RELATIONSHIP OF PARTIES. Outside of the agency relationship created under this Agreement, University and CLC are independent entities. Nothing herein will be construed to place the Parties in the relationship of partners or joint-venturers, nor will any similar relationship be deemed to exist between them. Nothing herein will give CLC any right, title, or interest in any Indicia of University except the limited interest specifically stated in this Agreement, and all use by any licensee of any of the Indicia will inure to the benefit of University. Nothing herein will give University the right to control CLC’s general operation of its business, including the maintenance and management of licensees, except as described in this Agreement. Neither CLC nor any licensee is empowered to state or imply, either directly or indirectly, that CLC or any licensee or any activities other than those pursuant to this Agreement and licenses issued pursuant to this Agreement are supported, endorsed or sponsored by University, and upon the direction of University, express disclaimers to that effect will be issued.

10. TERM AND TERMINATION.

(a) Term. The term of this Agreement (the “Term”) will begin effective (the “Effective Date”) and will expire on _____, unless sooner terminated in accordance with the provisions of this Agreement. After the expiration or termination of this Agreement, if, after a competitive procurement process, these services are not awarded to CLC, CLC agrees to work with the awarded vendor toward a smooth transition of the services and related responsibilities to such vendor.

(b) Termination for Default. If either University or CLC will fail to perform any of the material terms or conditions of this Agreement and such material breach will not have been cured within thirty (30) days after the non-defaulting Party has given written notice thereof, the non-defaulting Party will have the right to terminate this Agreement, without prejudice to the right of compensation for losses and damages.

(c) Termination for Insolvency. To the extent then permitted by law, University may terminate this Agreement immediately upon written notice to CLC if CLC makes any assignment for the benefit of creditors, or files any petition under the Bankruptcy Act for reorganization, or files a voluntary petition of bankruptcy, or be adjudicated bankrupt or insolvent, or if any receiver is appointed for its business or property, or if any trustee in bankruptcy or insolvency is appointed under the laws of the United States or of the several states.

(d) Effect of Termination. Upon termination or expiration of this Agreement, except for termination under **Section 10(b)** due to CLC’s default or under **Section 10(c)** for CLC’s insolvency, all rights of CLC will forthwith terminate except that CLC will continue to receive compensation outlined in **Section 4 (Revenue Collection and Distribution)** for a period of one (1) year following termination or expiration of this Agreement on all license agreements in effect as of the date of termination or expiration of this Agreement, regardless of when such license agreements expire.



11. NOTICES. All notices and statements to be given and all payments to be made will be given or made to the Parties at their respective addresses set forth herein, unless notification of a change of address is given in writing. Unless otherwise provided in the Agreement, all notices will be sent by certified mail, return receipt requested; facsimile, the receipt of which is confirmed by confirmation document; email, confirmed by email receipt confirmation notice; or nationally recognized overnight delivery service that provides evidence of delivery, and will be deemed to have been given at the time they are sent.

12. NONASSIGNABILITY. This Agreement and any rights herein granted are personal to CLC and will not be assigned, sublicensed or encumbered without University's written consent, except that the Agreement and rights may be assigned along with CLC's entire business in licensing the marks of universities, provided the obligations of the Agreement are assumed by the assignee.

13. SEVERABILITY. If any term (or part of a term) of this Agreement is invalid, illegal or unenforceable, the rest of this Agreement will remain in effect.

14. AMENDMENTS. Any amendment must be in writing, signed by both Parties, and expressly state that it is amending this Agreement.

15. NO WAIVER. Neither Party will be treated as having waived any rights by not exercising (or delaying the exercise of) any rights under this Agreement.

16. FORCE MAJEURE. Neither Party will be in breach of its obligations under this Agreement (other than payment obligations) or incur any liability to the other Party for any losses or damages of any nature whatsoever incurred or suffered by that other Party if and to the extent that it is prevented from carrying out those obligations by, or such losses or damages are caused by, a Force Majeure (as defined herein), except to the extent that the relevant breach of its obligations would have occurred, or the relevant losses or damages would have arisen, even if the Force Majeure had not occurred. "Force Majeure" is defined as: 1) acts of God; 2) war; 3) act(s) of terrorism; 4) fires; 5) explosions; 6) natural disasters, to include without limitation, hurricanes, floods, and tornadoes; 7) failure of transportation; 8) strike(s); 9) loss or shortage of transportation facilities; 10) lockout, or commandeering of materials, products, plants or facilities by the government or other order (both federal and state); 11) interruptions by government or court orders (both federal and state); 12) present and future orders of any regulatory body having proper jurisdiction; 13) civil disturbances, to include without limitation, riots, rebellions, and insurrections; 14) epidemic(s), pandemic(s), or other national, state, or regional emergency(ies); and 15) any other cause not enumerated in this provision, but which is beyond the reasonable control of the Party whose performance is affected and which by the exercise of all reasonable due diligence, such Party is unable to overcome. Such excuse from performance will be effective only to the extent and duration of the Force Majeure event(s) causing the failure or delay in performance and provided that the affected Party has not caused such Force Majeure event(s) to occur and continues to use diligent, good faith efforts to avoid the effects of such Force Majeure event(s) and to perform the obligation(s). Written notice of a Party's failure or delay in performance due to Force Majeure must be given within a reasonable time after its occurrence and which notice must describe the Force Majeure event(s) and the actions taken to minimize the impact of such Force



Majeure event(s). Notwithstanding the foregoing, a Party's financial inability to perform its obligations shall in no event constitute a Force Majeure.

17. NO THIRD-PARTY BENEFICIARIES. This Agreement does not confer any benefits on any third party unless it expressly states that it does.

18. EXECUTION. The Parties may execute this Agreement using electronic signatures, electronic copies, and multiple counterparts.

19. ENTIRE AGREEMENT. This Agreement sets out all the terms agreed between the Parties and supersedes all other agreements between the Parties as of the Effective Date relating to its subject matter. In entering into this Agreement, neither Party has relied on, and neither Party will have any right or remedy based on, any statement, representation, or warranty (whether made negligently or innocently), except those expressly set out in this Agreement.

20. NEGOTIATION. This Agreement has been negotiated and prepared by the Parties and their respective counsel, and should any provision of this Agreement require judicial interpretation, the court interpreting or construing the provision shall not apply the rule of construction that a document is to be construed more strictly against one Party than another.

21. GOVERNING LAW. This Agreement will be construed in accordance with the laws of the State of Texas.

22. VENUE. Pursuant to Section 85.18(b), *Texas Education Code*, mandatory venue for all legal proceedings against University is to be in the county in which the principal office of Texas A&M's governing officer is located.

23. DISPUTE RESOLUTION. The dispute resolution process provided in Chapter 2260, *Texas Government Code*, and the related rules adopted by the Texas Attorney General pursuant to Chapter 2260, shall be used by University and CLC to attempt to resolve any claim for breach of contract made by CLC that cannot be resolved in the ordinary course of business. CLC shall submit written notice of a claim of breach of contract under this Chapter to the University Contracts Officer of Texas A&M, who shall examine CLC's claim and any counterclaim and negotiate with CLC in an effort to resolve the claim.

24. CERTIFICATION REGARDING BOYCOTTING ISRAEL. To the extent that *Texas Government Code*, Chapter 2271 applies to this Agreement, CLC certifies that (a) it does not currently boycott Israel; and (b) it will not boycott Israel during the Term of this Agreement. CLC acknowledges this Agreement may be terminated and payment withheld if this certification is inaccurate.

25. CERTIFICATION REGARDING BUSINESS WITH CERTAIN COUNTRIES AND ORGANIZATIONS. Pursuant to Subchapter F, Chapter 2252, *Texas Government Code*, CLC certifies CLC is not engaged in business with Iran, Sudan, or a foreign terrorist organization. CLC acknowledges this Agreement may be terminated and payment withheld if this certification is inaccurate.



26. CONFLICT OF INTEREST. By executing and/or accepting this Agreement, CLC and each person signing on behalf of CLC certifies, and in the case of a sole proprietorship, partnership or corporation, each Party thereto certifies as to its own organization, under penalty of perjury, that to the best of their knowledge and belief, no member of the A&M System or the A&M System Board of Regents, nor any employee, or person, whose salary is payable in whole or in part by Texas A&M or the A&M System, has direct or indirect financial interest in the award of this Agreement, or in the services to which this Agreement relates, or in any of the profits, real or potential, thereof.

27. NOT ELIGIBLE FOR REHIRE. CLC is responsible to ensure that employees participating in work for any A&M System member have not been designated by the A&M System as Not Eligible for Rehire as defined in A&M System Policy 32.02, Section 4. Non-conformance to this requirement may be grounds for termination of this Agreement.

28. PROHIBITION ON CONTRACTS RELATED TO PERSONS INVOLVED IN HUMAN TRAFFICKING. Under Section 2155.0061, *Texas Government Code*, CLC certifies that CLC is not ineligible to receive this Agreement and acknowledges that this Agreement may be terminated and payment withheld if this certification is inaccurate.

29. REPRESENTATIONS & WARRANTIES. If CLC is a business entity, CLC warrants, represents, covenants, and agrees that it is duly organized, validly existing and in good standing under the laws of the state of its incorporation or organization and is duly authorized and in good standing to conduct business in the State of Texas, that it has all necessary power and has received all necessary approvals to execute and deliver this Agreement, and the individual executing this Agreement on behalf of CLC has been duly authorized to act for and bind CLC.

30. DELINQUENT CHILD SUPPORT OBLIGATIONS. A child support obligor who is more than 30 days delinquent in paying child support and a business entity in which the obligor is a sole proprietor, partner, shareholder, or owner with an ownership interest of at least 25 percent is not eligible to receive payments from state funds under an agreement to provide property, materials, or services until all arrearages have been paid or the obligor is in compliance with a written repayment agreement or court order as to any existing delinquency. The *Texas Family Code* requires the following statement be included in this Contract, which is certified by the signatory of the vendor hereto: “Under Section 231.006, *Texas Family Code*, the vendor or applicant certifies that the individual or business entity named in this contract, bid, or application is not ineligible to receive the specified grant, loan, or payment and acknowledges that this contract may be terminated and payment may be withheld if this certification is inaccurate.”

31. PAYMENT OF DEBT OR DELINQUENCY TO THE STATE. Pursuant to Sections 2107.008 and 2252.903, *Texas Government Code*, CLC agrees that any payments owing to CLC under this Agreement may be applied directly toward certain debts or delinquencies that CLC owes the State of Texas or any agency of the State of Texas regardless of when they arise, until such debts or delinquencies are paid in full.

32. FRANCHISE TAX CERTIFICATION. If CLC is a taxable entity subject to the Texas Franchise Tax (Chapter 171, *Texas Tax Code*), then CLC certifies that it is not currently delinquent



in the payment of any franchise (margin) taxes or that CLC is exempt from the payment of franchise (margin) taxes.

33. PROHIBITED BIDS AND AGREEMENTS. A state agency may not accept a bid or award a contract that includes proposed financial participation by a person who received compensation from the agency to participate in preparing the specifications or request for proposals on which the bid or contract is based. The *Texas Government Code* requires the following statement: “Under Section 2155.004, *Texas Government Code*, the vendor certifies that the individual or business entity named in this bid or contract is not ineligible to receive the specified contract and acknowledges that this contract may be terminated and payment withheld if this certification is inaccurate.”

34. FORMER EMPLOYEES. Section 2252.901 of the *Texas Government Code* provides that a state agency may not enter into an employment contract, a professional services contract under Chapter 2254, or a consulting services contract under Chapter 2254 with a former or retired employee of the agency before the first anniversary of the last date on which the individual was employed by the agency, if appropriated money will be used to make payments under the contract.

35. TAX EXEMPT STATUS. As an agency of the State of Texas, University is tax exempt. Tax exemption certification will be furnished upon request.

36. PUBLIC INFORMATION.

(a) CLC acknowledges that University is obligated to strictly comply with the Public Information Act, Chapter 552, *Texas Government Code*, in responding to any request for public information pertaining to this Agreement, as well as any other disclosure of information required by applicable Texas law.

(b) Upon University’s written request, CLC will provide specified public information exchanged or created under this Agreement that is not otherwise excepted from disclosure under chapter 552, *Texas Government Code*, to University in a non-proprietary format acceptable to University. As used in this provision, “public information” has the meaning assigned Section 552.002, *Texas Government Code*, but only includes information to which University has a right of access.

(c) CLC acknowledges that University may be required to post a copy of the fully executed Agreement on its Internet website in compliance with Section 2261.253(a)(1), *Texas Government Code*.

(d) The requirements of Subchapter J, Chapter 552, *Texas Government Code*, may apply to this agreement and CLC agrees that the agreement can be terminated if CLC knowingly or intentionally fails to comply with a requirement of that subchapter.

37. PRIVILEGES AND IMMUNITIES. CLC expressly acknowledges that University is an agency of the State of Texas and nothing in this Agreement will be construed as a waiver or relinquishment by University of its right to claim such exemptions, privileges, and immunities as may be provided by law.



Texas A&M University

Signature: DocuSigned by:
John W. Crawford
ED22F4DACF2E495...

Print: John W. Crawford

Title: Chief Financial officer

Date: 6/23/2021 | 15:33:34 CDT

Collegiate Licensing Company, LLC

Signature: DocuSigned by:
Cory Z. Moss
0274F557F09440D...

Print: Cory Z. Moss

Title: CEO

Date: 6/23/2021 | 16:54:32 CDT



APPENDIX "A"
INDICIA

University is the owner of all rights, title, and interest in and to the Indicia associated with University as set forth on BrandManager 360, as updated by University from time to time. In addition to such Indicia, all Indicia hereafter associated with University that is approved and/or used by University will be subject to the same terms and conditions as if fully set out herein, unless specifically excluded by **Appendix "B"**.

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APPENDIX "B"
EXCEPTIONS

University concurs in the basic concept that most uses of its Licensed Indicia should be royalty-bearing and University will make good faith efforts to support this concept. However, University reserves the right to exempt any such use from royalty payments if circumstances warrant that it would be in the best interests of University, and does not unduly impact CLC's ability to generate royalties under this Agreement. By way of example, set forth below is a non-exhaustive list (which may be expanded, contracted, or otherwise modified from time to time) of uses and/or users of the Licensed Indicia that are exempt from royalties as of the Effective Date.

Traditions Club
PepsiCo, Inc. or future vendor with exclusive beverage/pouring rights
Replay Photos or future athletic photo store provider
Gift Shop at George Bush Presidential Library
Wells Fargo
Aggieland Credit Union
Bank of America (The Association of Former Students Credit Card Services)
Seattle Seahawks
Buffalo Bills
Gatorade or future vendor chosen as exclusive athletic sidelines sports drink provider
Anheuser-Busch
Karch Brewing (12th Man Lager)
12th Man Technology (on-campus technology store)
The University's Direct to Consumer Agreement (formerly Crafter's Agreement)
The University's agreement with the Federation of Texas A&M Mothers' Clubs
(Aggie Moms' Clubs)

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APPENDIX “C” INSURANCE

CLC Insurance. CLC shall obtain and maintain, for the duration of this Agreement or longer, the minimum insurance coverage set forth below. With the exception of Professional Liability (E&O), all coverage shall be written on an occurrence basis. All coverage shall be underwritten by companies authorized to do business in the State of Texas or eligible surplus lines insurers operating in accordance with the Texas Insurance Code and have a financial strength rating of A- or better and a financial strength rating of VII or better as measured by A.M. Best Company or otherwise acceptable to University. By requiring such minimum insurance, University shall not be deemed or construed to have assessed the risk that may be applicable to CLC under this Agreement. CLC shall assess its own risks and if it deems appropriate and/or prudent, maintain higher limits and/or broader coverage. CLC is not relieved of any liability or other obligations assumed pursuant to this Agreement by reason of its failure to obtain or maintain insurance in sufficient amounts, duration, or types. No policy will be canceled without written notice to University at least ten (10) days before the effective date of the cancellation.

Coverage

Limit

A. Worker’s Compensation

Statutory Benefits (Coverage A)
Employers Liability (Coverage B)

Statutory
\$1,000,000 Each Accident
\$1,000,000 Disease/Employee
\$1,000,000 Disease/Policy Limit

Workers’ Compensation policy must include under Item 3.A. on the information page of the workers’ compensation policy the state in which work is to be performed for University. Workers’ compensation insurance is required, and no “alternative” forms of insurance will be permitted.

B. Automobile Liability

Business Auto Liability Insurance covering all owned, non-owned or hired automobiles, with limits of not less than \$1,000,000 Single Limit of liability per accident for Bodily Injury and Property Damage;

C. Commercial General Liability

Each Occurrence Limit	\$1,000,000
General Aggregate Limit	\$2,000,000
Products / Completed Operations	\$1,000,000
Personal / Advertising Injury	\$1,000,000
Damage to rented Premises	\$300,000
Medical Payments	\$5,000

The required commercial general liability policy will be issued on a form that insures CLC’s or its subcontractors’ liability for bodily injury (including death), property damage, personal and advertising injury assumed under the terms of this Agreement.



Additional Endorsements

The Auto and Commercial General Liability Policies shall name The Texas A&M University System Board of Regents for and on behalf of The Texas A&M University System and Texas A&M University as additional insureds.

D. CLC will deliver to University:

Evidence of insurance on a Texas Department of Insurance approved certificate form verifying the existence and actual limits of all insurance after the execution and delivery of this Agreement and prior to the performance of any services by CLC under this Agreement. Additional evidence of insurance will be provided on a Texas Department of Insurance approved certificate form verifying the continued existence of all required insurance no later than thirty (30) days after each annual insurance policy renewal.

All insurance policies, with the exception of worker's compensation and employer's liability, and professional liability (if applicable) will be endorsed and name The Board of Regents for and on behalf of The Texas A&M University System, The Texas A&M University System and Texas A&M University as Additional Insureds up to the actual liability limits of the policies maintained by CLC. Commercial General Liability and Business Auto Liability will be endorsed to provide primary and non-contributory coverage. The Commercial General Liability Additional Insured endorsement will include on-going and completed operations and will be submitted with the Certificates of Insurance.

All insurance policies will be endorsed to provide a waiver of subrogation in favor of The Board of Regents of The Texas A&M University System, The Texas A&M University System and Texas A&M University. No policy will be canceled without written notice to University at least ten days before the effective date of the cancellation. All insurance policies will be endorsed to require the insurance carrier providing coverage to send notice to University ten (10) days prior to the effective date of cancellation of any required insurance policy.

Any deductible or self-insured retention must be declared to and approved by University prior to the performance of any services by CLC under this Agreement. CLC is responsible to pay any deductible or self-insured retention for any loss. All deductibles and self-insured retentions will be shown on the Certificates of Insurance.

Certificates of Insurance and Additional Insured Endorsements as required by this Agreement will be mailed, faxed, or emailed to the following University contact:

Department of Contract Administration
Texas A&M University
1182 TAMU
College Station, Texas 77843-1182
Facsimile: 979-862-7130
Email: contracts@tamu.edu

The insurance coverage required by this Agreement will be kept in force until all services have been fully performed and accepted by University in writing.

CERTIFICATE OF INTERESTED PARTIES

FORM 1295

1 of 1

Complete Nos. 1 - 4 and 6 if there are interested parties.
 Complete Nos. 1, 2, 3, 5, and 6 if there are no interested parties.

**OFFICE USE ONLY
 CERTIFICATION OF FILING**

1 Name of business entity filing form, and the city, state and country of the business entity's place of business.

Collegiate Licensing Company, LLC dba CLC
 Atlanta, GA United States

Certificate Number:
 2021-756817

Date Filed:
 05/25/2021

Date Acknowledged:

2 Name of governmental entity or state agency that is a party to the contract for which the form is being filed.

Texas A&M University System

3 Provide the identification number used by the governmental entity or state agency to track or identify the contract, and provide a description of the services, goods, or other property to be provided under the contract.

20-0013-1
 Trademark Licensing Management Services

4	Name of Interested Party	City, State, Country (place of business)	Nature of interest (check applicable)	
			Controlling	Intermediary
	Learfield IMG College	Plano, TX United States	X	

5 Check only if there is NO Interested Party.

6 UNSWORN DECLARATION

My name is Cory Z. Moss, and my date of birth is _____.

My address is 1075 Peachtree Street, Suite 3300, Atlanta, GA, 30309, USA.
(street) (city) (state) (zip code) (country)

I declare under penalty of perjury that the foregoing is true and correct.

Executed in Fulton County, State of GA, on the 25 day of May, 2021.
(month) (year)

 Signature of authorized agent of contracting business entity
 (Declarant)

