

LICENSE AGREEMENT

1. PARTIES

The parties to this agreement are as follows:

Clemson University, a South Carolina public, post-secondary education, research, and service institution with business offices at 300 Brackett Hall, Clemson University, Clemson, SC 29634-5701 (hereinafter "CLEMSON"), and

Newberry College, a private, post-secondary education institution with business offices at 2100 College Street, Newberry, SC 29108 (hereinafter "LICENSEE").

2. PREMISES

WHEREAS, CLEMSON owns certain intellectual property related to an educational program known as the CALL ME MISTER[®] program, and

WHEREAS, LICENSEE desires to license certain rights to such intellectual property for the purpose of establishing a CALL ME MISTER[®] program on its campus, including financial support, fully compatible with the purposes and intent of the CALL ME MISTER[®] program initiated by CLEMSON, and

WHEREAS, CLEMSON is willing to license certain intellectual property to LICENSEE so that LICENSEE may establish a CALL ME MISTER[®] program dedicated to the purposes and intent of the CLEMSON CALL ME MISTER[®] program.

NOW, THEREFORE, in consideration of the mutual promises herein exchanged and of the terms and conditions hereof, the sufficiency of which each party recognizes, acknowledges, and accepts, CLEMSON and LICENSEE agree as follows.

3. CONSTRUCTION AND DEFINITIONS

3.1 The organization of this document, including the use of headings and the general arrangement, is meant for convenience and clarity and should be accorded no special consideration in the construction of this AGREEMENT.

3.2 Unless otherwise specifically defined, words, terms, and phrases shall be accorded their usual or common meaning. In addition, unless clearly indicated otherwise in context, singular and plural forms are mutually inclusive, and masculine, feminine, and neuter forms are also mutually inclusive.

3.3 Definitions

- 3.3.1 **AGREEMENT** means this document and all documents specifically incorporated by reference as well as all appendices and schedules herein referenced and made part hereof.
- 3.3.2 **GEOGRAPHIC FIELD** means the areas, regions, and or states in the United States in which LICENSEE may exercise any license rights hereby granted, and for the purposes of this AGREEMENT, GEOGRAPHIC FIELD means the State of South Carolina.
- 3.3.3 **USE FIELD** means the manner in which the licensed intellectual property may be practiced or used or the purposes for which it can be used by LICENSEE, and for the purposes of this AGREEMENT, USE FIELD means soliciting funds, including gifts, contracts, and the like, for the support of students enrolled in established CALL ME MISTER[®] programs, for establishing CALL ME MISTER[®] programs with teacher education programs as further limited herein below, for recognizing graduates of established CALL ME MISTER[®] programs, and for otherwise promoting the goals and purposes of the CALL ME MISTER[®] program as established by CLEMSON.
- 3.3.4 **LICENSED RIGHTS** means (i) a right granted by CLEMSON to LICENSEE to use in the GEOGRAPHIC FIELD and for the USE FIELD, certain registered trademarks owned by CLEMSON and (ii) an additional right granted by CLEMSON to LICENSEE to use, including the right to copy or duplicate, certain materials related to the CALL ME MISTER[®] program for which CLEMSON owns the copyright rights.
- 3.3.5 **NEW INTELLECTUAL PROPERTY** means any material developed, created, or originally produced by CLEMSON or LICENSEE that is suitable for inclusion and use as instructional material in the CALL ME MISTER[®] program.
- 3.3.6 **EFFECTIVE DATE** means the latest date on which an authorized representative of the last party signs this document thereby binding both parties to the terms and conditions hereof.

4. WARRANTIES, DISCLAIMERS, AND LIABILITY

- 4.1 CLEMSON warrants that it is the owner of all intellectual property hereby licensed to LICENSEE or that it is otherwise fully authorized to grant such license rights to LICENSEE.
- 4.2 LICENSEE warrants that it is incorporated under the laws of the State of South Carolina, and that it may lawfully enter into this agreement with CLEMSON.

4.3 Each party agrees that it will be responsible for the wrongful acts of its employees and agents committed in the scope of their employment as such may be related to this agreement or participation in the CALL ME MISTER[®] program.

5. LICENSE

5.1 Grant of License Rights

5.1.1 Subject to the terms and conditions hereof, CLEMSON hereby grants and does grant to LICENSEE a non-exclusive license to use two of its registered, U.S. Trademarks related to the CALL ME MISTER[®] program (hereinafter "Marks"), specifically the trademark with USPTO Registration No. 2,581,837 and the trademark with USPTO Registration No. 2,694,008 as defined in Appendix B for use in the GEOGRAPHIC FIELD and for the USE FIELD as hereinabove defined.

5.1.2 CLEMSON further grants to LICENSEE the right to use, copy, duplicate, and to distribute co-curricular materials and other instructional and informational materials related to the CALL ME MISTER[®] program, the copyright to which is owned by CLEMSON or to which CLEMSON has the right to grant such license (See Appendix C).

5.2 Terms and Conditions

5.2.1 LICENSEE acknowledges the ownership of the Marks in CLEMSON, agrees that it will do nothing inconsistent with such ownership and that all use of the Marks by LICENSEE shall inure to the benefit of and be on behalf of CLEMSON. LICENSEE agrees that nothing in this License Agreement shall give LICENSEE any right, title or interest in the Marks other than the right to use the Marks in accordance with this License Agreement.

5.2.2 LICENSEE agrees that the nature and quality of all services rendered by LICENSEE in connection with the Marks, all goods sold by LICENSEE under the Marks, and all related advertising, promotional and other related uses of the Marks by LICENSEE, shall conform to standards set by CLEMSON.

5.2.3 LICENSEE agrees to cooperate with CLEMSON in facilitating CLEMSON's control of such nature and quality, to permit reasonable inspection of LICENSEE's operation, and to supply CLEMSON with specimens of all uses of the Marks upon request by CLEMSON. LICENSEE 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 Agreement.

- 5.2.4 LICENSEE agrees to use the Marks only in the form and manner and with appropriate legends as prescribed from time to time by CLEMSON, and not to use any other trademark or service mark in combination with any of the Marks without prior written approval of CLEMSON.
- 5.2.5 This AGREEMENT shall be non-exclusive and immediately revocable for cause which cause shall include failure to comply with the spirit and intent of the CALL ME MISTER[®] program as described by CLEMSON and specified in Appendix A attached hereto and made part hereof.
- 5.2.6 LICENSEE shall at least semi-annually submit to CLEMSON a written report detailing the progress of programs resulting from such licenses.
- 5.2.7 LICENSEE shall provide to CLEMSON at least one copy of any NEW INTELLECTUAL PROPERTY that LICENSEE develops, creates or produces for the CALL ME MISTER[®] program.

5.3 Financial Obligations

- 5.3.1 LICENSEE shall pay a one-time license fee of \$2,500 within thirty (30) days of the EFFECTIVE DATE of this AGREEMENT.
- 5.3.2 LICENSEE shall pay an annual renewal fee of \$500 due on the anniversary of the EFFECTIVE DATE of this AGREEMENT.
- 5.3.3 CLEMSON has no obligation to provide technical assistance to LICENSEE to establish or implement LICENSEE's CALL ME MISTER[®] program. In the event that LICENSEE requires technical assistance with respect to the activities conducted by LICENSEE pursuant to this AGREEMENT, obtaining such technical assistance shall be the responsibility of LICENSEE and at the expense of LICENSEE.
- 5.3.4 All payments shall be made by check to:

The Clemson University Research Foundation
91 Technology Drive, Suite #222
Anderson, SC 29625
Attn: IP Administrator

5.4 Program Obligations

- 5.4.1 LICENSEE shall establish and recognize a program in teacher education identified as the CALL ME MISTER[®] program.

- 5.4.2 LICENSEE shall dedicate reasonable faculty and related resources to the unique activities of the CALL ME MISTER[®] program as such activities are described in Appendix C attached hereto and made part hereof.
- 5.4.3 LICENSEE shall use copyrighted materials for designated CALL ME MISTER[®] program activities as defined in Appendix C attached hereto and made part hereof; LICENSEE shall enjoy the right to copy without charge such materials for such uses.
- 5.4.4 CALL ME MISTER[®] scholars shall be appropriately recognized at graduation.
- 5.4.5 LICENSEE shall cooperate with CLEMSON in developing financial support for the CALL ME MISTER[®] program and for enrolled students.
- 5.4.6 In cooperation with CLEMSON, LICENSEE shall actively encourage faculty/staff to participate in regional and national CALL ME MISTER[®] seminars and related programs.
- 5.4.7 LICENSEE shall track employment of CALL ME MISTER[®] program graduates and shall offer assistance in placing graduates in positions recognizing and supporting the goals and objectives of the CALL ME MISTER[®] program.
- 5.4.8 LICENSEE shall provide any information requested by CLEMSON for its assessment, evaluation and/or research regarding the outcomes and effectiveness of the CALL ME MISTER[®] program.

5.5 Student Selection Requirements

- 5.5.1 CLEMSON shall require LICENSEE to adhere to the following guidelines regarding admitting students to a CALL ME MISTER[®] program.
- 5.5.2 All students must first apply to and be accepted by the LICENSEE according to its established criteria.
- 5.5.3 All students will write a short essay in response to the question: "Why I want to Teach?"
- 5.5.4 All students will write a short essay in response to the question: "How do you believe the CALL ME MISTER[®] Program will benefit you as a student?"
- 5.5.5 All students shall submit a signed statement certifying that student is from an underserved, underprivileged, or economically disadvantaged background or area.

5.5.6 All students (applicants) shall submit two (2) letters of recommendation to the institution's CALL ME MISTER[®] program director, one letter addressing academic potential and the other a personal reference addressing commitment to service, education, and the goals and objectives of the CALL ME MISTER[®] concept.

5.5.7 All students (applicants) shall participate in a personal interview with the LICENSEE's CALL ME MISTER[®] program director.

6. INITIAL TERM AND TERMINATION

6.1 The initial term of this AGREEMENT shall be a period of one (1) year immediately following the EFFECTIVE DATE hereof.

6.1.1 By mutual written agreement, the term of this AGREEMENT may be extended annually for a period for one (1) year, so long as such extension is agreed upon by each party not less than ninety (90) days prior to the expiration of the initial term or any extension thereof.

6.2 Either party may terminate this AGREEMENT for good cause shown on ninety (90) days written notice to the other party.

6.2.1 In the event of termination for any reason, the license rights hereby granted to LICENSEE are immediately terminated.

7. LIABILITY

Neither of the parties shall assume any liabilities to each other. As to liability to each other or death to persons, or damages to property, the parties do not waive any defense as a result of entering into this contract. This provision shall not be construed to limit either party's rights, claims or defenses which arise as a matter of law pursuant to a provision of this contract.

8. AMENDMENTS

This Agreement represents the complete agreement between the parties, superseding any other prior or contemporaneous written or oral agreements. Any changes, corrections or additions to this Agreement shall be in writing in the form of a supplemental agreement signed by all necessary parties and setting forth therein the proposed change, correction, or addition.

9. INDEPENDENT CONTRACTOR

In performing the services required by this Agreement, each party will act as an independent contractor and not as an employee or agent of the other party. The

relationship of the parties to this Agreement shall not be construed to constitute a partnership, joint venture or any relationship, other than that of independent contractor.

10. GENERAL PROVISIONS

10.1 Notices required by this AGREEMENT shall be made by United States Registered Mail, with proof of delivery and shall be deemed to be effective on the first working day following the date of delivery.

10.1.1 Notices shall be made as follows:

If to LICENSEE:

Dr. Cindy Johnson-Taylor, Chair
Department of Education
2100 College Street
Newberry, SC 29108
803-321-5206
Cindy.johnson-taylor@newberry.edu

If to CLEMSON:

Vincie Albritton, Associate Director
Clemson University Research Foundation
91 Technology Drive, Suite #222
Anderson, SC 29625

With a complete copy to:

Clayton Steadman, Esquire
University Counsel
Clemson University
P.O. Box 992
Clemson, SC 29634

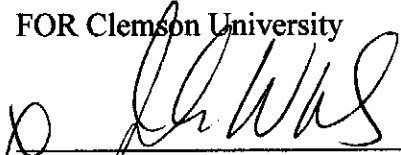
10.2 In the event of litigation for any dispute or disagreement that arises between the parties with respect to the interpretation of any provision of this AGREEMENT, or with respect to the performance by either party hereunder, or with respect to any dispute, claim or controversy arising under or in connection with this AGREEMENT or out of the breach hereof, jurisdiction shall be in the State of South Carolina with venue in Pickens County, South Carolina.

10.3 This is the complete and final AGREEMENT between the parties regarding license rights granted by CLEMSON to LICENSEE for the use of the certain

intellectual property owned by CLEMSON and related to the CALL ME MISTER® program. This AGREEMENT supersedes and replaces all other agreements related to this subject between the parties, whether written or oral, and this AGREEMENT may be amended only by a mutually signed writing.

The EFFECTIVE DATE of this Agreement is the _____ day of _____, 2010.

FOR Clemson University

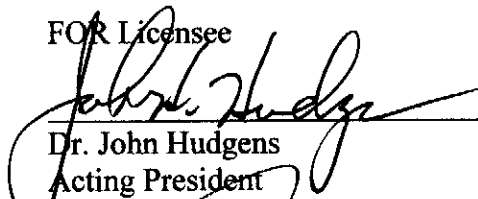


Dr. Joseph W. Kolis
Executive Director
Clemson University Research Foundation

5/14/10

Date


FOR Licensee



Dr. John Hudgens
Acting President

5/11/10

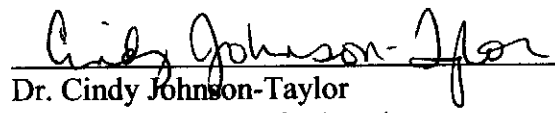
Date



Dr. Wayne Kannaday
Vice President of Academic Affairs

4/30/2010

Date



Dr. Cindy Johnson-Taylor
Chair, Department of Education

4/29/10

Date

Appendix A – Mission Statement of Call Me Mister

Mission

The mission of the Call Me MISTER (acronym for Mentors Instructing Students Toward Effective Role Models) National Initiative is to increase the pool of available teachers from a broader more diverse background particularly among the State's lowest performing elementary schools. Student participants are largely selected from among under-served, socio-economically disadvantaged and educationally at-risk communities. To maximize opportunity and greater access, students will have the option of first attending one of our two-year partner colleges before transferring to a four-year institution to complete their program of study in teacher education and baccalaureate degree. In some cases, the program may allow enrollment in a Master of Teaching degree program leading to initial certification. It is expected that a MISTER who completes his program of study and becomes certified to teach will assume a teaching position and teach one year for each year they received financial support from the Call Me MISTER program.

Appendix B – Trademarks and Tradenames (to be sent under separate cover)

Appendix C – Call Me Mister Manual (to be sent under separate cover)