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TRADEMARK LICENSING SERVICES GMU-1657-20

This Contract entered on this 3rd day of February, 2021 by Collegiate Licensing Company, LLC hereinafter called “Contractor.” or “CLC” (located at 1075 Peachtree Street, Suite 3300, Atlanta, Georgia 30309) and George Mason University hereinafter called “Mason,” “University”.

- I. WITNESSETH** that the Contractor and Mason, in consideration of the mutual covenants, promises and agreement herein contained, agree as follows:
- II. SCOPE OF CONTRACT:** The Contractor shall provide trademark licensing services for Mason as set forth in the Contract Documents (Section VII). The Contractor shall be the exclusive product licensing agent in the Territory (as defined herein) for Mason, authorized to grant, to third-parties approved by Mason, a license for the use of Mason’s Indicia (as defined herein) in connection with the manufacture, distribution, sale, and other commercialization of licensed products. For purposes of this Contract, the term “Indicia” means the names and identifying indicia of Mason 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 Mason. Indicia includes those marks shown for Mason in Contractor’s Brand Manager 360 system, modifications of the Indicia approved for use by Mason, and any other Indicia adopted and approved for use by Mason. For purposes of this Contract, the term “Territory” means the name 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 products 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 Contract.
- III. PERIOD OF CONTRACT:** July 1, 2021 to June 30, 2026 with one (1) successive five-year renewal option.
- IV. FINANCIAL:**

A. Gross Royalties. Quarterly Commission on Gross Royalties (as defined herein): (payable no later than the 30th day following the end of each quarter).

- 80% of all annual licensing revenue up to \$200,000
- 87% of all annual licensing revenue from \$200,000 and above

As compensation for the services to be provided under this Contract, Contractor shall be entitled to retain the balance of such Gross Royalties. For purposes of this Contract, the term “Gross Royalties” means all revenue received by Contractor resulting from the use of (or grant of the right to use) Mason’s Indicia including any and all royalties, advances, signing bonuses, minimum guarantee payments, trade, or other non-monetary compensation, incentives or payments from Mason’s licensees. If any Gross Royalties are mistakenly remitted to a third-party instead of Contractor, Mason will make a reasonable, good faith effort to assist Contractor in collecting such Gross Royalties from that third-party. Upon any collection of Gross Royalties, Contractor will account for and distribute such Gross Royalties in accordance with this Contract. If a third-party mistakenly remits Gross Royalties directly to Mason instead of Contractor, Mason will promptly return such Gross Royalties to the third-party and instruct the third-party to promptly remit such Gross Royalties directly to the Contractor, upon receipt of which, Contractor shall account for and distribute such Gross Royalties in accordance with this Contract.

B. Marketing Fund. Contractor will contribute up to Eleven Thousand and No/100 Dollars (U.S. \$11,000), during each twelve (12) month period (i.e. July 1 - June 30) during the Term, for marketing efforts on behalf of Mason (the “Marketing Fund”); provided, that, the Marketing Fund will not accrue after the expiration of each applicable twelve (12) month period, and Contractor will not be obligated to compensate Mason at the termination or expiration of the Contract for any unused balance of the Marketing Fund. Contractor and Mason will work together in good faith to

determine when and how the Marketing Fund will be used. Contractor's contribution to the Marketing Fund will be independent of the amount of revenues Contractor receives pursuant to this Contract. Notwithstanding the foregoing, up to forty percent (40%) of the Marketing Fund is earmarked for industry-related travel and accommodations costs for licensing personnel; provided, that, all such expenditures relate to mutually-agreed upon brand development purposes and comply with applicable laws, rules, and regulations. Mason maintains final decision on use of the Marketing Fund.

V. PAYMENT TO MASON:

Quarterly Gross Royalty Payment: Contractor shall make all payments payable to **George Mason University** in USD in the form of a check and sent to the following address or via ACH Payment established by Mason. Repeated failure to make payments on a timely basis may result in the termination of this Contract.

**George Mason University
3200 Merten Hall
4400 University Drive, MSN 4A1
Fairfax, VA 22030
Attn: David C. Atkins
Executive Director of Licensing, Marketing and Administration**

Marketing Fund: CLC shall pay all bills/invoices directly from its third-party vendors. In the event of the need for reimbursement, CLC shall provide best efforts to reimburse expenses occurred from the Marketing Fund within ten (10) business days. CLC must pay any such expenses within thirty (30) days of receipt.

VI. CONTRACT ADMINISTRATION: David Atkins, Executive Director of Licensing, Marketing, and Admin, Business Services shall serve as Contract Administrator for this Contract and shall use all powers under the Contract to enforce its faithful performance. The Contract Administrator shall, in his reasonable discretion, determine the amount, quality and acceptability of work and shall decide all other questions in connection with the work. All direction and order from Mason shall be transmitted through the Contract Administrator, however, the Contract Administrator shall have no authority to approve changes which shall alter the concept or scope or change the basis for compensation.

VII. THE CONTRACT DOCUMENTS SHALL CONSIST OF (In order of precedence and in the event of conflict or ambiguity):

- A. This signed Contract;
- B. Negotiation Response dated 9/28/2020 (incorporated herein by reference);
- C. RFP No. GMU-1657-20, in its entirety (incorporated herein by reference); and then
- D. Contractor's proposal dated 8/11/20 (incorporated herein by reference).

VIII. GOVERNING RULES: This Contract is governed by the provisions of the Restructured Higher Education Financial and Administrative Operations Act, Chapter 10 (§ [23.1-1000](#) et seq.) of Title 23.1 of the Code of Virginia, and in particular § [23.1-1003](#) of the Restructuring Act ("Memoranda of Understanding"), and the "*Governing Rules*" and the *Purchasing Manual for Institutions of Higher Education and their Vendors*. Documents may be viewed at: <https://vascupp.org>.

IX. CONTRACT PARTICIPATION: It is the intent of this Contract to allow for cooperative procurement. Accordingly, any public body, public or private health or educational institutions, or affiliated corporations may access this Contract if explicitly authorized by the Contractor.

Participation in this Contract is strictly voluntary. If authorized explicitly by the Contractor, the contract will be extended to the entities indicated above to purchase goods and services in accordance with contract terms. As a separate contractual relationship, the participating entity will place its own orders directly with the Contractor(s) and shall fully and independently administer its use of the contract(s) to include contractual disputes, invoicing and payments without direct administration from the University. No modification of this Contract or execution of a separate agreement is required to participate; however, the participating entity and the Contractor may modify the terms and conditions of the contract to accommodate specific governing laws, regulations, policies, and business goals required by the participating entity. Any such modification will apply solely between the participating entity and the Contractor.

The University may request the Contractor provide semi-annual usage reports for all entities operating under this Contract. The University shall not be held liable for any costs or damages incurred by any other participating entity as a result of any authorization by the Contractor to extend the Contract. It is understood and agreed that the University is

not responsible for the acts or omissions of any, and will not be considered in default of the contract as a result of any, participating entity's actions no matter the circumstances.

Use of this Contract does not preclude any participating entity from using other contracts or competitive processes as needed. Notwithstanding anything in this Section IX to the contrary, to the extent that any entity desiring to become a participating entity under this Contract does not maintain a licensing program of a size and caliber similar to that of Mason, such entity's participation under this Contract may first be subject to modifications to this Contract to reflect terms more in line with such entity's licensing program.

X. STANDARD TERMS AND CONDITIONS:

- A. APPLICABLE LAW AND CHOICE OF FORUM: This Contract shall be construed, governed, and interpreted pursuant to the laws of the Commonwealth of Virginia. All disputes arising under this Contract shall be brought before an appropriate court in the Commonwealth of Virginia.
- B. ANTI-DISCRIMINATION: By entering into this Contract Contractor certifies to the Commonwealth that they will conform to the provisions of the Federal Civil Rights Act of 1964, as amended, as well as the Virginia Fair Employment Contracting Act of 1975, as amended, where applicable, the Virginians With Disabilities Act, the Americans With Disabilities Act and §§ 9&10 of the *Governing Rules*. If Contractor is a faith-based organization, the organization shall not discriminate against any recipient of goods, services, or disbursements made pursuant to the Contract on the basis of the recipient's religion, religious belief, refusal to participate in a religious practice, or on the basis of race, age, color, gender or national origin and shall be subject to the same rules as other organizations that contract with public bodies to account for the use of the funds provided; however, if the faith-based organization segregates public funds into separate accounts, only the accounts and programs funded with public funds shall be subject to audit by the public body. (*Governing Rules*, § 36).

In every contract over \$10,000 the provisions in 1. and 2. below apply:

1. During the performance of this Contract, the Contractor agrees as follows:
 - a. The Contractor will not discriminate against any employee or applicant for employment because of race, religion, color, sex, national origin, age, disability, or any other basis prohibited by state law relating to discrimination in employment, except where there is a bona fide occupational qualification reasonably necessary to the normal operation of the Contractor. The Contractor agrees to post in conspicuous places, available to employees and applicants for employment, notices setting forth the provisions of this nondiscrimination clause.
 - b. The Contractor, in all solicitations or advertisements for employees placed by or on behalf of the Contractor, will state that such Contractor is an equal opportunity employer.
 - c. Notices, advertisements and solicitations placed in accordance with federal law, rule or regulation shall be deemed sufficient for the purpose of meeting these requirements.
 2. The Contractor will include the provisions of 1. above in every subcontract or purchase order over \$10,000, so that the provisions will be binding upon each subcontractor or Contractor.
- C. RESERVED.
- D. ASSIGNMENT: Neither party will assign or otherwise transfer its rights or obligations under this Contract without both parties' prior written consent. Any attempted assignment, transfer, or delegation without such consent is void. Notwithstanding the foregoing, Contract may assign this Contract and its obligations hereunder to a successor-in-interest acquiring Contractor's collegiate licensing business; provided that such successor entity assumed all of Contractor's obligations hereunder.
- E. AUDIT: The Contractor shall retain all books, records, and other documents relative to this Contract for five (5) years after final payment, or until audited by the Commonwealth of Virginia, whichever is sooner. The agency, its authorized agents, and/or state auditors shall have access to and the right to examine any of said materials during said period upon reasonable, prior written notice and solely to the extent necessary to verify Contractor's compliance with its obligations under the Contract and subject to mutually agreeable non-

disclosure obligations.

- F. AVAILABILITY OF FUNDS: It is understood and agreed between the parties herein that the agency shall be bound hereunder only to the extent of the funds available or which may hereafter become available for the purpose of this Contract.
- G. AUTHORIZED SIGNATURES: The signatory for each Party certifies that he or she is an authorized agent to sign on behalf such Party.
- H. BACKGROUND CHECKS: Contractor's employees (including subcontractors) performing services on any Mason campus must have successfully completed a criminal background check prior to the start of their work assignment/service. As stated in [Administrative Policy Number 2221 – Background Investigations](#), the criminal background investigation will normally include a review of the individual's records to include Social Security Number Search, Credit Report (if related to potential job duties), Criminal Records Search (any misdemeanor convictions and/or felony convictions are reported) in all states in which the employee has lived or worked over the past seven years, and the National Sex Offender Registry. In addition, the Global Watch list (maintained by the Office of Foreign Assets Control of The US Department of Treasury) should be reviewed. Signature on this contract confirms your compliance with this requirement.
- I. TERMINATION OF CONTRACT:
1. Termination for Default. If either Mason or Contractor fails to perform any of the material terms or conditions of this Contract and such material breach has not 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 Contract, without prejudice to the right of compensation for losses and damages.
 2. Effect of Termination. Upon termination or expiration of this Contract, all rights of Contractor will forthwith terminate except that Contractor will continue to receive compensation outlined in Section IV (Financial) for a period of one (1) year following termination or expiration of this Contract on all license agreements in effect as of the date of termination or expiration of this Contract, regardless of when such license agreements expire.
- J. CHANGES TO THE CONTRACT: Changes can be made to the Contract in any of the following ways:
1. The parties may agree in writing to modify the scope of the Contract. An increase or decrease in the price of the Contract resulting from such modification shall be agreed to by the parties as a part of their written agreement to modify the scope of the Contract.
 2. Mason may request changes within the general scope of the Contract at any time by written notice to the Contractor. Changes within the scope of the Contract include, but are not limited to, things such as services to be performed, the method of packing or shipment, and the place of delivery or installation. No such requested changes may be effective unless and until both Mason and Contractor agree in writing. Contractor shall be compensated for any additional costs incurred as the result of such mutually-agreed upon changes and shall give Mason a credit for any savings, as applicable.
- K. RESERVED.
- L. COLLECTION AND ATTORNEY'S FEES: The Contractor shall pay to Mason any reasonable attorney's fees or collection fees, at the maximum allowable rate permitted under Virginia law, incurred in enforcing this Contract or pursuing and collecting past-due amounts from Contractor under this Contract.
- M. COMPLIANCE: All goods and services provided to Mason shall be done so in accordance with any and all applicable local, state, federal, and international laws, regulations and/or requirements and any industry standards, including but not limited to: the Family Educational Rights and Privacy Act (FERPA), Health Insurance Portability and Accountability Act (HIPAA) and Health Information Technology for Economic and Clinical Health Act (HITECH), Government Data Collection and Dissemination Practices Act, Gramm-Leach-Bliley Financial Modernization Act (GLB), Payment Card Industry Data Security Standards (PCI-DSS), Americans with Disabilities Act (ADA), and Federal Export Administration Regulations. Any Contractor personnel visiting Mason facilities will comply with all applicable Mason policies regarding access to, use of, and conduct within such facilities. Mason's policies can be found at <https://universitypolicy.gmu.edu/all-policies/> and any facility specific policies can be obtained from the facility manager.

- N. CONFIDENTIALITY OF PERSONALLY IDENTIFIABLE INFORMATION: The Contractor shall ensure that, to the extent applicable, personally identifiable information (“PII”) which is defined as any information that by itself or when combined with other information can be connected to a specific person and may include but is not limited to personal identifiers such as name, address, phone, date of birth, Social Security number, student or personal identification numbers, driver’s license numbers, state or federal identification numbers, biometric information, religious or political affiliation, non-directory information, and any other information protected by state or federal privacy laws, will be collected and held confidential and in accordance with this Contract, during and following the term of this Contract, and will not be divulged without the individual’s and Mason’s written consent and only in accordance with federal law or the Code of Virginia.
- O. CONFLICT OF INTEREST: Contractor represents to Mason that its entering into this Contract with Mason and its performance through its agents, officers and employees does not and will not involve, contribute to nor create a conflict of interest prohibited by Virginia State and Local Government Conflict of Interests Act (Va. Code 2.2-3100 *et seq*), the Virginia Ethics in Public Contracting Act (§57 of the *Governing Rules*), the Virginia Governmental Frauds Act (Va. Code 18.2 – 498.1 *et seq*) or any other applicable law or regulation.
- P. DEBARMENT STATUS: As of the effective date, the Contractor certifies that it is not currently debarred by the Commonwealth of Virginia from submitting bids or proposals on contracts for the type of services covered by this Contract, nor is the Contractor an agent of any person or entity that is currently so debarred.
- Q. RESERVED.
- R. DRUG-FREE WORKPLACE: During the performance of this Contract, the Contractor agrees to (i) provide a drug-free workplace for the Contractor’s employees; (ii) post in conspicuous places, available to employees and applicants for employment, a statement notifying employees that the unlawful manufacture, sale, distribution, dispensation, possession, or use of a controlled substance or marijuana is prohibited in the contractor’s workplace and specifying the actions that will be taken against employees for violations of such prohibition; (iii) state in all solicitations or advertisements for employees placed by or on behalf of the Contractor that the Contractor maintains a drug-free workplace; and (iv) include the provisions of the foregoing clauses in every subcontract or purchase order of over \$10,000, so that the provisions will be binding upon each subcontractor or Contractor.
- For the purposes of this section, “*drug-free workplace*” means a site for the performance of work done in connection with a specific contract awarded to a contractor, the employees of whom are prohibited from engaging in the unlawful manufacture, sale, distribution, dispensation, possession or use of any controlled substance or marijuana during the performance of this Contract.
- S. ENTIRE CONTRACT: This Contract constitutes the entire understanding of the Parties with respect to the subject matter herein and supersedes all prior oral or written contracts with respect to the subject matter herein. This Contract can be modified or amended only by a writing signed by all of the Parties.
- T. FORCE MAJEURE: Either party shall be excused from any and all liability for failure or delay in performance of any obligation under this Contract resulting from any cause not within its reasonable control, which includes but is not limited to acts of God, fire, flood, explosion, earthquake, or other natural forces, war, civil unrest, accident, any strike or labor disturbance, travel restrictions, acts of government, disease, pandemic, or contagion, whether such cause is similar or dissimilar to any of the foregoing.
- U. RESERVED.
- V. IMMIGRATION REFORM AND CONTROL ACT OF 1986: By entering into this Contract Contractor certifies that they do not and will not during the performance of this Contract employ illegal alien workers or otherwise violate the provisions of the federal Immigration Reform and Control Act of 1986.
- W. INDEMNIFICATION AND RESPONSIBILITY.
- (a) Licensee Indemnification. Contractor will make a good faith, reasonable effort to require all licensees to indemnify and hold harmless Mason, the Commonwealth of Virginia, and officers, employees, and agents thereof from any and all liability caused by or arising from workmanship, material or design of any licensed products (excluding any claim regarding ownership of Mason’s Indicia). Contractor will require of each licensee of the Indicia that it have and maintain commercial general liability insurance. Mason will not be

liable to Contractor or to any licensee, as the result of activities by Contractor 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 Contractor or any licensee because of any patent, copyright or trademark held by a third-party, except in each case where Mason's Indicia is used as expressly authorized in this Contract.

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

(c) Mason Responsibilities. To the extent provided by the laws of the Commonwealth of Virginia, Mason shall be responsible for the ordinary negligent acts or omissions of its agents and employees causing harm to persons not a party to this Agreement. Nothing herein shall be deemed a waiver of the sovereign immunity of the Commonwealth of Virginia or require Mason to indemnify, defend, or hold harmless Contractor for claims brought against Contractor. Mason will keep Contractor reasonably apprised of the continuing status of any such claim and will permit Contractor, at Contractor's expense, to participate in the defense of settlement of such claim. Mason will have no obligation under this section for claims settled without Mason's prior approval.

(d) Notification of Claims. In the event that either Mason or Contractor learns or becomes aware that a third-party has made a claim against Mason or Contractor for any matter arising out of or related to this Contract, the party learning or becoming aware of such claim will promptly notify the other party of the claim. Both parties will make a reasonable, good faith effort to cooperate and share non-confidential, non-privileged information on the claim.

- X. INDEPENDENT CONTRACTOR: The Contractor is not an employee of Mason, but is engaged as an independent contractor. The Contractor shall indemnify and hold harmless the Commonwealth of Virginia, Mason, and its employees and agents, with respect to all withholding, Social Security, unemployment compensation and all other taxes or amounts of any kind relating to the Contractor's performance of this Contract. Nothing in this Contract shall be construed as authority for the Contractor to make commitments which will bind Mason or to otherwise act on behalf of Mason, except as Mason may expressly authorize in writing.
- Y. INFORMATION TECHNOLOGY ACCESS ACT: Computer and network security is of paramount concern at Mason. Mason wants to ensure that computer/network hardware and software does not compromise the security of its IT environment. Contractor agrees to use commercially reasonable measures in connection with any offering your company makes to avoid any known threat to the security of the IT environment at Mason.

All e-learning and information technology developed, purchased, upgraded or renewed by or for the use of Mason shall comply with all applicable University policies, Federal and State laws and regulations including but not limited to Section 508 of the Rehabilitation Act (29 U.S.C. 794d), the Information Technology Access Act, §§2.2-3500 through 2.2-3504 of the Code of Virginia, as amended, and all other regulations promulgated under Title II of The Americans with Disabilities Act which are applicable to all benefits, services, programs, and activities provided by or on behalf of the University. The Contractor shall also comply with the Web Content Accessibility Guidelines (WCAG) 2.0. For more information please visit <http://ati.gmu.edu>, under Policies and Procedures.

- Z. INSURANCE: The Contractor shall maintain all insurance necessary with respect to the services provided to Mason. The Contractor further certifies that they will maintain the insurance coverage during the entire term of the Contract and that all insurance is to be placed with insurers with a current reasonable A.M. Best's rating authorized to sell insurance in the Commonwealth of Virginia by the Virginia State Corporation Commission. The Commonwealth of Virginia and Mason shall be named as an additional insured.
1. Commercial General Liability Insurance in an amount not less than \$1,000,000 per occurrence for bodily injury or property damage, personal injury and advertising injury, products and completed operations coverage;
 2. Workers Compensation Insurance in an amount not less than that prescribed by statutory limits; and, as applicable;

3. Commercial Automobile Liability Insurance applicable to bodily injury and property damage, covering owned, non-owned, leased, and hired vehicles in an amount not less than \$1,000,000 per occurrence; and
4. An umbrella/excess policy in an amount not less than five million dollars (\$5,000,000) to apply over and above Commercial General Liability, Employer's Liability, Workers' Compensation, and Commercial Automobile Liability Insurance.

AA. INTELLECTUAL PROPERTY.

1. Unless expressly agreed to the contrary in writing, all goods, products, materials, documents, reports, writings, video images, photographs or papers of any nature including software or computer images prepared or provided by Contractor (or its subcontractors) for Mason will not be disclosed to any other person or entity without the written permission of Mason.
2. Work Made for Hire. Contractor warrants to Mason that Mason will own all rights, title and interest in any and all intellectual property rights created in the performance or otherwise arising from the Contract and will have full ownership and beneficial use thereof, free and clear of claims of any nature by any third-party including, without limitation, copyright or patent infringement claims. Contractor agrees to assign and hereby assigns all rights, title, and interest in any and all intellectual property created in the performance or otherwise arising from the Contract, and will execute any future assignments or other documents needed for Mason to document, register, or otherwise perfect such rights. Notwithstanding the foregoing, for research collaboration pursuant to subcontracts under sponsored research Contracts administered by the University's Office of Sponsored Programs, intellectual property rights will be governed by the terms of the grant or contract to Mason to the extent such grant or contract requires intellectual property terms to apply to subcontractors.

BB. NON-DISCRIMINATION: All parties to this Contract agree to not discriminate on the basis of race, color, religion, national origin, sex, pregnancy, childbirth or related medical conditions, age (except where sex or age is a bona fide occupational qualification, marital status or disability).

CC. PUBLICITY: The Contractor shall not use, in its external advertising, marketing programs or promotional efforts, any data, pictures, trademarks or other representation of Mason except on the specific written authorization in advance by Mason's designated representative.

DD. RESERVED.

EE. RENEWAL OF CONTRACT: This Contract may be renewed by Mason for one (1) successive five-year renewal option under the terms and conditions of this Contract. Written notice of the University's intention to renew shall be given approximately 90 days prior to the expiration date of the contract period.

FF. REPORTING OF CRIMES, ACCIDENTS, FIRES AND OTHER EMERGENCIES: Any Mason Employee, including contracted service providers, who is not a staff member in Counseling and Psychological Services (CAPS) or a pastoral counselor, functioning within the scope of that recognition, is considered a "Campus Security Authority (CSA)." CSAs must promptly report all crimes and other emergencies occurring on or near property owned or controlled by Mason to the Department of Police & Public Safety or local police and fire authorities by dialing 9-1-1. At the request of a victim or survivor, identifying information may be excluded from a report (e.g., names, initials, contact information, etc.). Please visit the following website for more information and training: <http://police.gmu.edu/clery-act-reporting/campus-security-authority-csa/>."

GG. RESPONSE TO LEGAL ORDERS, DEMANDS, OR REQUESTS FOR DATA: Except as otherwise expressly prohibited by law, Contractor will: i) immediately notify Mason of any subpoenas, warrants, or other legal orders, demands or requests received by Contractor seeking University Data; ii) consult with Mason regarding its response; iii) cooperate with Mason's reasonable requests in connection with efforts by Mason to intervene and quash or modify the legal order, demand or request; and iv) upon Mason's request, provide Mason with a copy of its response.

If Mason receives a subpoena, warrant, or other legal order, demand (including request pursuant to the Virginia Freedom of Information Act) or request seeking University Data maintained by Contractor, Mason will

promptly provide a copy to Contractor. Contractor will promptly supply Mason with copies of data required for Mason to respond, and will cooperate with Mason's reasonable requests in connection with its response.

- HH. SEVERABILITY: Should any portion of this Contract be declared invalid or unenforceable for any reason, such portion is deemed severable from the Contract and the remainder of this Contract shall remain fully valid and enforceable.
- II. SOVEREIGN IMMUNITY: Nothing in this Contract shall be deemed a waiver of the sovereign immunity of the Commonwealth of Virginia and of Mason.
- JJ. SUBCONTRACTS: No portion of the work shall be subcontracted without prior written consent from Mason. In the event that the Contractor desires to subcontract some part of the work specified herein, the Contractor shall furnish Mason the names, qualifications and experience of their proposed subcontractors. The Contractor shall, however, remain fully liable and responsible for the work to be done by its subcontractor(s) and shall assure compliance with all requirements of this Contract. This paragraph applies to, but is not limited to, subcontractor(s) who process University Data.
- KK. UNIVERSITY DATA: University Data includes all Mason owned, controlled, or collected PII and any other information that is not intentionally made available by Mason on public websites, including but not limited to business, administrative and financial data, intellectual property, and patient, student and personnel data. Contractor agrees to the following regarding University Data it may collect or process as part of this Contract:
1. Contractor will use University Data only for the purpose of fulfilling its duties under the Contract and will not share such data with or disclose it to any third-party without the prior written consent of Mason, except as required by the Contract or as otherwise required by law. University Data will only be processed by Contractor to the extent necessary to fulfill its responsibilities under the Contract or as otherwise directed by Mason.
 2. University Data, including any back-ups, will not be accessed, stored, or transferred outside the United States without prior written consent from Mason. Contractor will provide access to University Data only to its employees and subcontractors who need to access the data to fulfill Contractor's obligations under the Contract. Contractor will ensure that employees who perform work under the Contract have read, understood, and received appropriate instruction as to how to comply with the data protection provisions of the Contract and to maintain the confidentiality of the University Data.
 3. The parties agree that as between them, all rights including all intellectual property rights in and to University Data shall remain the exclusive property of Mason, and Contractor has a limited, nonexclusive license to use the University Data as provided in the Contract solely for the purpose of performing its obligations under the Contract. The Contract does not give a party any rights, implied or otherwise, to the other party's data, content, or intellectual property, except as expressly stated in the Contract.
 4. Contractor will take reasonable measures, including audit trails, to protect University Data in its possession against deterioration or degradation of data quality and authenticity. Contractor shall be responsible for ensuring that University Data in its possession, per the Virginia Public Records Act, is preserved, maintained, and accessible throughout their lifecycle, including converting and migrating electronic data as often as necessary so that information is not lost due to hardware, software, or media obsolescence or deterioration.
 5. Contractor shall notify Mason within three business days if it receives a request from an individual under any applicable law regarding PII about the individual, including but not limited to a request to view, access, delete, correct, or amend the information. Contractor shall not take any action regarding such a request except as directed by Mason or as required by applicable law.
 6. If Contractor will have access to University Data that includes "education records" as defined under the Family Educational Rights and Privacy Act (FERPA), the Contractor acknowledges that for the purposes of the Contract it will be designated as a "school official" with "legitimate educational interests" in the University education records, as those terms have been defined under FERPA and its implementing regulations, and the Contractor agrees to abide by the limitations and requirements imposed on school officials. Contractor will use the education records only for the purpose of fulfilling its duties under the Contract for Mason's and its end user's benefit, and will not share such data with

or disclose it to any third-party except as provided for in the Contract, required by law, or authorized in writing by the University.

7. Mason may require that Mason and Contractor complete a Data Processing Addendum (“DPA”). If a DPA is completed by Contractor, Contractor agrees that the information in the DPA is accurate. Contractor will only collect or process University Data that is identified in the DPA and will only handle that data (e.g., type of processing activities, storage, security, disclosure) as described in the DPA. If Contractor intends to do anything regarding University Data that is not reflected in the DPA, Contractor must request an amendment to the DPA and may not take the intended action until the amendment is approved and documented by Mason.

LL. UNIVERSITY DATA SECURITY: Data security is of paramount concern to Mason. Contractor will utilize, store and process University Data in its possession in a secure environment in accordance with commercial best practices, including appropriate administrative, physical, and technical safeguards, to secure such data from unauthorized access, disclosure, alteration, and use. Such measures will be no less protective than those used to secure Contractor’s own data of a similar type, and in no event less than reasonable in view of the type and nature of the data involved. At a minimum, Contractor shall use industry-standard and up-to-date security tools and technologies such as anti-virus protections and intrusion detection methods to protect University Data in its possession.

1. Immediately upon becoming aware of circumstances that could have resulted in unauthorized access to or disclosure or use of University Data, Contractor will notify Mason, fully investigate the incident, and cooperate fully with Mason’s investigation of and response to and remediation of the incident. Except as otherwise required by law, Contractor will not provide notice of the incident directly to individuals who’s PII was involved, regulatory agencies, or other entities, without prior written permission from Mason or as required by applicable law.
2. Mason reserves the right in its sole discretion and upon reasonable notice to perform audits of Contractor, at Mason’s expense, to ensure compliance with all applicable obligations regarding University Data. Contractor shall reasonably cooperate in the performance of such audits. Contractor will make available to Mason all information necessary to demonstrate compliance with its data processing obligations. Failure to adequately protect University Data in its possession or comply with the terms of this Contract with regard to University Data may be grounds to terminate this Contract.

MM. UNIVERSITY DATA UPON TERMINATION OR EXPIRATION: Upon termination or expiration of the Contract, Contractor will ensure that all University Data in its possession are securely returned or destroyed as directed by Mason in its sole discretion within 180 days of the request being made. Transfer to Mason or a third-party designated by Mason shall occur within a reasonable period of time, and without significant interruption in service. Contractor shall ensure that such transfer/migration uses facilities and methods that are compatible with the relevant systems of Mason or its transferee, and to the extent technologically feasible, that Mason will have reasonable access to University Data during the transition. In the event that Mason requests destruction of its data, Contractor agrees to destroy all such data in its possession and in the possession of any subcontractors or agents to which the Contractor might have transferred University Data. Contractor agrees to provide documentation of data destruction to the University.


To the extent feasible, Contractor will notify the University of any impending cessation of its business and any contingency plans. This includes immediate transfer of any previously escrowed assets and University Data and providing Mason access to Contractor’s facilities to remove and destroy Mason-owned assets and University Data. Contractor shall implement its exit plan and take all necessary actions to ensure a smooth transition of service with minimal disruption to Mason. Contractor will work closely with its successor to ensure a successful transition to the new equipment, with minimal downtime and effect on Mason, all such work to be coordinated and performed in advance of the formal, final transition date.

NN. UNIVERSITY REVIEW/APPROVAL: All goods, services, products, design, etc. produced by the Contractor for or on behalf of Mason are subject to Mason’s review and approval.

OO. WAIVER: The failure of a party to enforce any provision in this Contract shall not be deemed to be a waiver of such right.

[Signatures appear on the following page]

Collegiate Licensing Company, LLC


Cory Z. Moss (Feb 3, 2021 17:49 EST)


Signature

Name: Cory Z. Moss

Title: CEO

Date: 02/03/2021

George Mason University


Digitally signed by James F. Russell
Date: 2021.02.03 08:49:36 -05'00'

Signature

Name: James F. Russell

Title: Director, Purchasing

Date: 2/3/21