

# GEORGE MASON

**REQUEST FOR PROPOSAL  
TRADEMARK LICENSING SERVICES  
GMU-1657-20**

## **PROCEDURAL INFORMATION**





Purchasing Department  
 4400 University Drive, Mailstop 3C5  
 Fairfax, VA 22030  
 Voice: 703.993.2580 | Fax: 703.993.2589  
<http://fiscal.gmu.edu/purchasing/>



**REQUEST FOR PROPOSALS  
 GMU-1657-20**

**ISSUE DATE:** June 10, 2020  
**TITLE:** Trademark Licensing Services  
**PRIMARY PROCUREMENT OFFICER:** Erin Rauch, Assistant Director, [erauch@gmu.edu](mailto:erauch@gmu.edu)  
**SECONDARY PROCUREMENT OFFICER:** James F. Russell, Director, [jrussell@gmu.edu](mailto:jrussell@gmu.edu)

**QUESTIONS/INQUIRIES:** E-mail all inquiries to both Procurement Officers listed above, no later than 4:00 PM EST on June 26, 2020. All questions must be submitted in writing. Responses to questions will be posted on the [Mason Purchasing Website](#) by 5:00 PM EST on July 10, 2020. Note: Questions must be submitted in WORD format. Also see section III. COMMUNICATION, herein.

**PROPOSAL DUE DATE AND TIME:** August 12, 2020 @ 2:00 PM EST. IMPORTANT! SEE SECTION XVIII.B.4 FOR DETAILS ON ELECTRONIC PROPOSAL SUBMISSION.

**In Compliance With This Request For Proposal And To All The Conditions Imposed Therein And Hereby Incorporated By Reference, The Undersigned Offers And Agrees To Furnish The Goods/Services In Accordance With The Attached Signed Proposal Or As Mutually Agreed Upon By Subsequent Negotiations.**

Name and Address of Firm:

Legal Name: Collegiate Licensing Company, LLC,  
DBA: d/b/a CLC  
Address: 1075 Peachtree Street, Suite 3300  
 Atlanta, Georgia 30309

Date: 08/11/2020

By:   
 Signature

FEI/FIN No. 47-0911648

Name: Cory Moss

Fax No. 770-955-4491

Title: EVP & Managing Director

Email: cory.moss@clc.com

Telephone No. 678-427-0251 Office: 770-799-3258

SWaM Certified: Yes: \_\_\_\_\_ No:  (See Section VII. SWaM CERTIFICATION for complete details).

SWaM Certification Number: N/A

This public body does not discriminate against faith-based organizations in accordance with the *Governing Rules, § 36* or against a Bidder/Offeror because of race, religion, color, sex, national origin, age, disability, or any other prohibited by state law relating to discrimination in employment.

**ATTACHMENT A**  
**SMALL BUSINESS SUBCONTRACTING PLAN**  
**TO BE COMPLETED BY OFFEROR**

It is the goal of the Commonwealth that over 42% of its purchases be made from small businesses. All potential offerors are required to return this document with their response.

**Small Business:** "Small business (including micro)" means a business which holds a certification as such by the Virginia Department of Small Business and Supplier Diversity (DSBSD) on the due date for proposals. This shall also include DSBSD-certified women- owned and minority-owned businesses and businesses with DSBSD service disabled veteran owned status when they also hold a DSBSD certification as a small business on the proposal due date. Currently, DSBSD offers small business certification and micro business designation to firms that qualify.

Certification applications are available through DSBSD online at [www.SBSD.virginia.gov](http://www.SBSD.virginia.gov) (Customer Service).

CLC is not a small business itself; however, please review the following page to

**Offeror Name:** learn more about our efforts to support minority-owned businesses.

**Preparer Name:** \_\_\_\_\_ **Date:** \_\_\_\_\_

**Instructions**

- A. If you are certified by the DSBSD as a micro/small business, complete only Section A of this form.
- B. If you are not a DSBSD-certified small business, complete Section B of this form.

**Section A:**

If your firm is certified by the DSBSD provide your certification number and the date of certification.

Certification Number: \_\_\_\_\_ Certification Date: \_\_\_\_\_

**Section B**

Populate the table below to show your firm's plans for utilization of DSBSD-certified small businesses in the performance of this contract for the initial contract period in relation to the offeror's total price for the initial contract period. Certified small businesses include but are not limited to DSBSD-certified women-owned and minority-owned businesses and businesses with DSBSD service disabled veteran-owned status that have also received the DSBSD small business certification. Include plans to utilize small businesses as part of joint ventures, partnerships, subcontractors, suppliers, etc. It is important to note that these proposed participation will be incorporated into the subsequent contract and will be a requirement of the contract. Failure to obtain the proposed participation percentages may result in breach of the contract.

Micro/Small Business Name & Address DSBSD Certificate #	Status if Micro/Small Business is also: Women (W), Minority (M), or DSBSD Service Disabled Veteran- Owned	Contact Person, Telephone & Email	Type of Goods and/or Services	Planned Involvement During Initial Period of the Contract	Planned Contract Dollars During Initial Period of the Contract (\$ or %)
<b>Totals \$</b>					

Add a separate page for Section B if necessary.

# SMALL BUSINESS/SUPPLIER DIVERSITY

CLC is not a small business certified by the Virginia Department of Small Business/Supplier Diversity. Our company is a full-service trademark licensing agency and will not be using subcontractors to perform any activities in relation to this contract. However, our staff recognizes the University's commitment to minority procurement objectives, and we have pledged to service all businesses of sizes, shapes, and compositions.

Our licensing application and contract renewal documents for all CLC institutions are designed to be able to assist in tracking minority business status of all licensees. Recently, CLC developed a more comprehensive diversity disclosure module that is available to all licensees via Brand Manager 360 with data accessible to all institutions via a report in the Insights portal. The more granular minority ownership reporting allows CLC to collect valuable information on all licensed companies whose majority ownership (51%) can be classified as one of the following groups:

- Minority Owned (Asian-Indian, Asian-Pacific, Black, Hispanic, or Native American)
- Woman Owned
- LGBTQ Owned
- Veteran Owned
- Disability Owned

This helps institutions better understand the composition of their licensee base, as well as allow for focused promotion or inclusion of groups of licensees as needed.

Finally, CLC is committed to equal opportunity employment opportunities. Our company is an equal opportunity employer and provides equal employment to all employees and applicants for employment without regard to race, color, religion, sex, sexual orientation, national origin, citizenship status, age, marital status, disability, or status as a veteran in accordance with applicable federal laws. In addition, our company complies with applicable local laws governing equal opportunity and non-discrimination employment in every location of the United States in which our company has facilities. This policy applies to all terms and conditions of employment, including but not limited to hiring, placement, promotion, termination, transfer, leaves of absence, compensation, and training.

## XVII. PAYMENT TERMS/METHOD OF PAYMENT

Please Note: The vendor must reference the purchase order number on all invoices submitted for payment.

This is not applicable as CLC will be paying George Mason University a mutually agreed-upon share of its royalty revenue.



# SAMPLE REPORTS: INSIGHTS TOP X OVERVIEW

Sales by Royalty Payment - SubCategory Analyze Sheet Narrate Storytelling Duplicate Top X Analysis Selections

FiscalYear 2020 ICLC\_INST\_NAME George Mason Unive...

### Top X Analysis

VIEW Licensees

FISCAL YEAR

CalendarYear

CHANNEL

- Campus/Local Channel
- Related Retail/Direct

PRODUCT

- School Supplies
- Men's/Unisex Fleece
- Men's/Unisex T-shirts
- Office Products

#### TOP X LICENSEES (131)

Top X Dynamic	Sales	Sales %	Sales Running %	Sales Running \$
<b>Totals</b>	<b>\$1,397,222.91</b>	<b>100%</b>	<b>0%</b>	<b>\$0.00</b>
TOP 1 - 10	\$946,253.20	68%	68%	\$946,253.20
TOP 11 - 25	\$247,026.24	18%	85%	\$1,193,279.44
TOP 26 - 50	\$145,675.81	10%	96%	\$1,338,955.25
TOP 51 - 100	\$58,267.66	4%	100%	\$1,397,222.91
TOP 101 - 200	\$0.00	0%	100%	\$1,397,222.91

#### LICENSEES (131)

Licensee	Sales	Sales %	Units	AUP	MRU Units
<b>Totals</b>	<b>\$1,397,222.91</b>	<b>100%</b>	<b>97,050</b>	<b>\$14.40</b>	<b>3,068</b>
GFSI LLC (Champion)	\$217,951.85	16%	13,225	\$16.48	0
Oak Hall Industries LP	\$192,844.83	14%	10,579	\$18.23	0
Herff Jones LLC	\$150,879.06	11%	1,265	\$119.27	0
L2 Brands. LLC	\$129,462.03	9%	9,237	\$14.02	-30

#### TOP X SALES

TOP 26 - 50

TOP 11 ...

TOP 1 - 10

\* The data set contains negative or zero v...

#### TOP X UNITS

TOP 11 - ...

TOP 26 - ...

TOP 1 - ...

\* The data set contains negative or zero v...

#### PRODUCT BREAKDOWN

Diploma ...

Class R...

Men's/U...

Men's/Uni...

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**Quarterly Royalty Report***Through June, Quarter 2, 2020***George Mason University**

	Quarter 3	Quarter 4	Quarter 1	Quarter 2	YTD
<b>Atlantic 10 Conference</b>					
Fanatics Apparel, Inc.	1.81	0.00	1.80	0.91	4.53
GFSI LLC (Champion)	1.34	30.09	1.31	23.72	56.46
Wildcat Retro Brands LLC	0.00	0.00	0.00	18.45	18.45
License Type Totals	3.15	30.09	3.11	43.08	79.44

**AUDIT**

Advanced Graphic Products dba Advancer	0.00	0.00	0.00	(31.44)	(31.44)
License Type Totals	0.00			(31.44)	(31.44)

**EVGUAR**

Victory Tailgate	0.00	0.00	777.00	0.00	777.00
License Type Totals	0.00		777.00		777.00

**George Mason University**

'47 Brand, LLC	43.88	8.55	300.00	0.00	352.43
ACCO Brands USA LLC	44.34	0.00	150.00	0.00	194.34
adidas America Inc.	1,600.03	1,118.61	221.09	1,604.69	4,544.42
Advanced Graphic Products dba Advancer	91.89	0.00	94.33	160.88	347.10
AG Triada LLC	1,277.52	788.37	330.82	57.72	2,454.43
All Star Dogs	100.80	200.00	0.00	0.00	300.80
ASR7 - Tradition Scarves	200.00	0.00	0.00	200.00	400.00
Boxercraft Inc.	11.80	300.00	11.19	0.00	322.99
Broad Bay Cotton Company	266.12	0.00	16.53	55.39	338.04
Camp David	395.54	138.05	0.00	0.00	533.59
Captivating Headwear	59.56	256.06	187.77	300.00	803.39
C-B Graduation Announcements	0.00	0.00	0.00	150.00	150.00
CDI Corp	595.23	186.34	200.00	0.00	981.57
Centon Electronics Inc.	222.74	0.00	0.00	0.00	222.74
Church Hill Classics	624.18	1,250.84	1,036.85	1,852.11	4,763.98
Cobalt Design & Mfg. DBA Hex Head Art	0.00	200.00	0.00	0.00	200.00
College Concepts LLC	0.00	0.00	300.00	0.00	300.00
Collegiate Bead Company	0.00	4.20	0.00	0.00	4.20
Collegiate Pacific Co.	144.46	13.45	162.39	200.00	520.30
Colosseum Athletics Corporation	1,903.30	699.69	0.00	90.72	2,693.71
Columbia Sportswear by Outdoor Custom	1,952.93	140.40	0.00	0.00	2,093.33
Commemorative Brands, Inc. dba Balfour	164.88	152.28	0.00	3,639.32	3,956.48
Commencement Group- The	300.00	0.00	0.00	0.00	300.00
Creative Apparel Concepts Inc.	0.00	0.00	300.00	0.00	300.00
Creative Knitwear	0.00	0.00	300.00	0.00	300.00
CustomInk LLC	1,247.14	978.50	1,987.62	1,289.12	5,502.38
Cutter & Buck	0.00	0.00	300.00	0.00	300.00
CZOC Housewares LLC dba Thirstystone	0.00	100.00	0.00	0.00	100.00
Eglomise Designs of Boston Inc.	200.00	0.00	0.00	0.00	200.00
Fabrique Innovations Inc. dba Sykel	0.00	200.00	0.00	0.00	200.00
Fanatic Group LLC - The	0.00	0.00	62.68	21.87	84.55
Fanatics Apparel, Inc.	169.61	560.17	0.00	310.22	1,040.00
Four Point Products/Vulcan Information P&	36.25	0.00	200.00	0.00	236.25

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## Quarterly Royalty Report

Through June, Quarter 2, 2020

### George Mason University

	Quarter 3	Quarter 4	Quarter 1	Quarter 2	YTD
Garb Inc.	320.54	678.50	347.52	0.00	1,346.56
GFSI LLC (Champion)	10,807.96	9,079.61	5,352.52	914.11	26,154.20
GFSI LLC (Under Armour)	2,947.60	1,285.17	1,169.79	0.00	5,402.56
Groove Ventures LLC	200.00	0.00	0.00	0.00	200.00
Herff Jones LLC	8,190.58	2,164.78	3,875.88	3,874.52	18,105.76
J2 Licensing Ltd.	0.00	300.00	0.00	0.00	300.00
Jardine Associates	2,261.88	0.00	2,210.93	419.05	4,891.86
Jostens Inc.	282.00	0.00	0.00	200.00	482.00
K & M/Nordic Co.	845.34	400.43	288.98	0.00	1,534.75
Knights Apparel LLC	5,934.57	(1,447.96)	594.57	478.20	5,559.38
L2 Brands, LLC	6,822.98	6,138.08	1,690.64	916.07	15,567.77
Lakeshirts Inc. dba Blue 84	687.14	309.06	385.56	0.00	1,381.76
Logo Brands Inc.	591.00	212.38	0.00	0.00	803.38
LogoArt LLC	7.80	205.46	0.00	0.00	213.26
LogoFit LLC	449.94	306.58	156.53	0.00	913.05
LXG	392.75	176.57	297.87	294.64	1,161.83
M. LaHart & Co. Ltd.	116.66	0.00	0.00	72.02	188.68
Mascot Factory	200.00	0.00	0.00	35.73	235.73
Neil Enterprises Inc.	0.00	300.00	0.00	0.00	300.00
New Era Cap Co. Inc.	0.00	45.90	0.00	22.78	68.68
Northwest Company LLC-The	0.00	19.60	200.00	0.00	219.60
Oak Hall Industries LP	150.00	6,842.63	16,052.88	95.87	23,141.38
Outdoor Recreation Company of America	0.00	200.00	0.00	200.00	400.00
Oxford Industries, Inc.	545.81	170.57	93.07	183.34	992.79
Panini America, Inc.	0.00	0.00	0.00	581.09	581.09
Payne Publishers	0.00	0.00	150.00	0.00	150.00
Pegasus Sports LLC	0.00	300.00	0.00	0.00	300.00
Promoversity LLC	378.27	0.00	0.00	0.00	378.27
R.F.S.J. Inc.	196.36	244.65	147.28	200.00	788.29
RB III Associates DBA Teamwork Athletic /	374.75	139.77	728.45	42.36	1,285.33
Roaring Spring Blank Book Co.	69.98	200.00	0.00	0.00	269.98
Scotty Gear Retail Corp dba Desert Cactu	0.00	0.00	200.00	0.00	200.00
Sewing Concepts	0.00	6.00	202.40	0.00	208.40
Shenandoah Framing Inc.	200.00	638.66	321.79	1,020.44	2,180.89
Siema, LLC dba Siema Wines	3,588.75	1,853.10	5,690.84	2,263.04	13,395.73
Signature Announcements Inc.	200.00	0.00	3.51	0.00	203.51
South By Sea	0.00	0.00	0.00	165.82	165.82
Spirit Clothing Co, dba Spirit Activewear &	763.26	0.00	259.20	8.28	1,030.74
Spirit Products Ltd./MA	603.65	120.26	400.32	0.00	1,124.23
Sporn Company Inc. dba Bixler Collegiate	0.00	200.00	0.00	0.00	200.00
Standard Chair Of Gardner	96.61	0.00	48.09	0.00	144.70
Stickers Plus Ltd.	0.00	0.00	200.00	0.00	200.00
Storm Duds Rainingear	343.54	14.51	95.97	0.00	454.02
Strideline LLC	0.00	0.00	729.10	0.00	729.10
Team Beans LLC	300.00	0.00	0.00	0.00	300.00
Team Golf	0.00	0.00	200.00	0.00	200.00
Tervis Tumbler Company	824.12	159.58	244.83	122.98	1,351.51
To The Game LLC	0.00	0.00	0.00	1.86	1.86

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**Quarterly Royalty Report***Through June, Quarter 2, 2020***George Mason University**

	<b>Quarter 3</b>	<b>Quarter 4</b>	<b>Quarter 1</b>	<b>Quarter 2</b>	<b>YTD</b>
Tokyo-dachi by Zephyr Graf-X	200.00	41.25	8.25	0.00	249.50
Top Of The World	24.46	114.93	366.36	0.00	505.75
Triform Custom Apparel, LLC	0.00	0.00	0.00	300.00	300.00
TSO Global dba College Station Air Fresh	0.00	200.00	0.00	0.00	200.00
Twin City Knitting Co. Inc.	0.00	0.00	112.70	200.00	312.70
University Blanket & Flag Corp	276.21	297.58	0.00	0.00	573.79
University Frames (CA)	253.98	213.60	250.46	188.55	906.59
University Girls	0.00	454.08	393.36	0.00	847.44
U-Trau Inc.	305.35	99.49	0.00	0.00	404.84
Vantage Custom Classics	0.00	0.00	0.00	1,354.74	1,354.74
Victory Tailgate	83.80	142.10	67.00	384.21	677.11
Vineyard Vines LLC	362.34	738.18	0.00	0.00	1,100.52
Virginia Diner Inc.	0.00	0.00	2.52	0.00	2.52
W Republic	0.00	0.00	300.00	129.42	429.42
Wes and Willy LLC	300.00	0.00	0.00	61.71	361.71
Wild Sales LLC	0.00	0.00	200.00	0.00	200.00
Wildcat Retro Brands LLC	1,208.22	198.72	0.00	0.00	1,406.94
Wincraft Inc.	182.06	0.00	340.72	323.69	846.47
WKG Global Enterprises Inc. dba A Logo F	33.34	0.00	0.00	359.57	392.91
Worthy Promotional Products	0.00	43.08	106.28	0.00	149.36
Youth Monument Clothing Inc. dba Venley	0.00	0.00	180.84	0.00	180.84
Zephyr Graf-X	0.00	0.00	130.97	13.68	144.65
License Type Totals	64,575.80	41,102.41	50,959.25	25,359.81	181,997.27

**George Mason University - Co Branded**

New Era Cap Co. Inc.	0.00	128.59	714.00	79.56	922.15
License Type Totals	0.00	128.59	714.00	79.56	922.15

**George Mason University - Operation Hat Trick**

'47 Brand, LLC	0.00	91.84	0.00	0.00	91.84
Victory Tailgate	30.48	6.00	4.32	0.00	40.80
License Type Totals	30.48	97.84	4.32		132.64

**George Mason University - Vintage**

College Vault by Cutter & Buck	16.87	50.24	81.53	0.00	148.64
College Vault by Fanatics Apparel, Inc.	41.99	36.92	77.43	110.24	266.58
College Vault by Victory Tailgate	28.00	0.00	0.00	0.00	28.00
College Vault by Wildcat Retro Brands LLC	90.72	0.00	0.00	0.00	90.72
License Type Totals	177.58	87.16	158.96	110.24	533.94

**Operation Hat Trick Cobranded**

Victory Tailgate	0.00	0.00	0.00	5.28	5.28
License Type Totals	0.00			5.28	5.28

LLP Licensess 0.00

<b>Total Licensees Reporting 116</b>	64,787.01	41,446.09	52,616.64	25,566.53	184,416.28
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**Quarterly Royalty Report***Through June, Quarter 2, 2020***George Mason University**

	<b>Quarter 3</b>	<b>Quarter 4</b>	<b>Quarter 1</b>	<b>Quarter 2</b>	<b>YTD</b>
<b>Administrative Fee</b>	12,957.40	8,289.22	10,523.33	5,113.30	36,883.25
<b>George Mason University Share</b>	51,829.61	33,156.87	42,093.31	20,453.23	147,533.02



**2019-20 TRADEMARK  
LICENSING ANNUAL REPORT**



# PROGRAM SUMMARY

## OVERALL

TOTAL ROYALTIES: \$184,416 (-21%)  
PEER: -11%

TOTAL SALES: \$1,397,222 (-20%)  
PEER: -14%

TOTAL UNITS: 97,050 (-23%)  
PEER: -24%

APPAREL BUSINESS: 54%

NON-APPAREL BUSINESS: 46%

## ROYALTY HISTORY

ROYALTIES | FISCAL YEAR





# LICENSEE SUMMARY

## OVERALL

TOTAL LICENSEES: 178

APPAREL LICENSEES: 116

NON-APPAREL LICENSEES: 152

RETAIL LICENSEES: 71%

INTERNAL LICENSEES: 29%

## SIDELINE PARTNER



TOTAL ROYALTIES: \$4,844

% CHANGE: 28%

TOTAL SALES: \$37,708

% CHANGE: 8%

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% OF BUSINESS: 3%

% OF PEER BUSINESS: 7%

## TOP FIVE\*

	TOTAL ROYALTIES	% CHANGE
	\$26,210	-29%
	\$23,141	-14%
	\$18,105	-6%
	\$15,567	0%
	\$13,395	-25%

\* SIDELINE PARTNER NOT INCLUDED



# RETAIL SUMMARY

## OVERALL

TOTAL RETAILERS: 77

### DISTRIBUTION CHANNEL ANALYSIS:

	% BUSINESS
CAMPUS	62%
MASS	7%
MID-TIER	27%
OTHER	4%

## KEY PARTNER

# BARNES & NOBLE

CAMPUS STORE

**SALES: \$862,545**

**% BUSINESS: 62%**

**OVERALL RANK amongst all GMU retailers: 1**

## TOP FIVE\*

### TOTAL SALES

OAK HALL  
CAP & GOWN

\$192,844

Direct to Consumer

\$63,680

*The Wine Cabinet*

\$38,137

TARGET

\$21,388

COSTCO  
WHOLESALE

\$20,271

\* KEY PARTNER NOT INCLUDED



# KEY DRIVERS

## PROGRAM HIGHLIGHTS

George Mason University royalties were \$184,416 for FY 2020. The 21% royalty decrease can be attributed primarily to COVID-19. (See right)

Bookstore sales also were down significantly by 22%. The top licensee was Champion, generating \$26,210 in royalty dollars, but down 29% from the previous year.

During the year, Beth Monnin of CLC traveled to Fairfax in both August and February to conduct presentations for David Atkins and the Licensing Committee at George Mason University. The presentations provided us with the opportunity to review strengths and opportunities within the licensing program and discuss future plans.

## COVID-19

The COVID-19 global pandemic presented many unique challenges to the collegiate licensing industry in the latter part of the fiscal year, including campus closures, the cancelation of all remaining collegiate sporting events, temporary retail closures, and the shift of consumer purchases to necessities for sheltering in place. These issues had a significant impact on royalty revenue for George Mason University during the final quarter of the 2019-20 fiscal year.

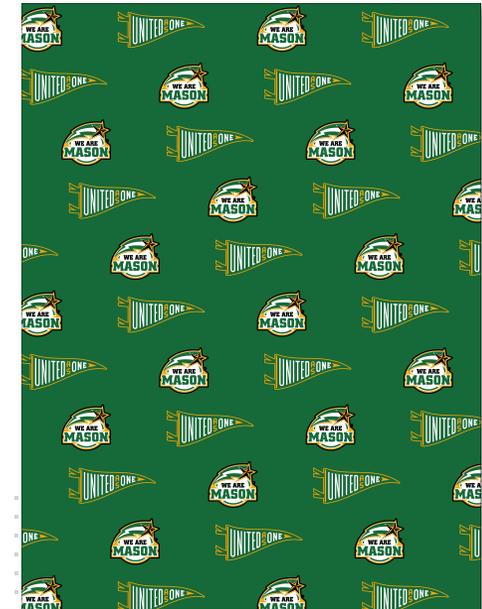
- Before the COVID-19 pandemic, George Mason University was on track to have one of its highest royalty totals in the history of the program with nearly \$158,849 generated in royalties through the first three quarters of the fiscal year.



# KEY DRIVERS

## LOCAL MARKETING

To help support George Mason with fan outreach, the CLC marketing team worked with the university to create flatlay graphics of available bookstore product that were used on social media during Homecoming in February. In April, CLC created the “United As One” campaign to highlight a united message in the support of athletes, fans and students. The United As One campaign served as a call to action, encouraging fans to post pictures of themselves with their “fan cave” Zoom backgrounds, wearing their favorite collegiate product, or recreating their favorite plays of the season using #UnitedAsOne.





# KEY DRIVERS

## COLLEGE COLORS DAY

During the past fiscal year, George Mason University participated in College Colors Day, a national marketing campaign designed to generate exposure and grow merchandise sales during the critical back-to-school and fall season. The 2019 theme of “Never Fade” was embraced by George Mason University, which included a day of celebration on the Merten Hall lawn. The CCD platform continues to be the largest collective campaign for college merchandise at retail across the country.

*COLLEGE COLORS*  
**NEVER  
FADE**

**COLLEGE  
COLORS  
DAY**

**TODAY'S THE DAY!**

FRIDAY, AUGUST 30 ON MERTEN HALL LAWN FROM 11AM - 2PM  
MUSIC, GAMES, FOOD, GIVEAWAYS, AND FUN!

 |  | 

[WEAREMASON.GMU.EDU/COLLEGECOLORS](http://WEAREMASON.GMU.EDU/COLLEGECOLORS)



# KEY DRIVERS

## NEW PRODUCT

COVID-19 has brought some new opportunity in terms of product. Face masks or PPE is being required in all public locations across the state and country, giving GMU students, employees, faculty and fans something new to wear to protect themselves while showing their school spirit!





# KEY DRIVERS

## NEW PRODUCT

Logo Brands ([logobrands.com](http://logobrands.com)) worked with George Mason to offer new graduation product, including a fun polka dot tote bag, string back sack and cooler totes (pictured right) for our newest graduates and alumni.





# KEY DRIVERS

## NEW PRODUCT

M. LaHart is a jewelry-focused direct-to-consumer licensee offering high-end product. The target audience is alumni and donors. Pictured right is a Tag Heuer watch as well as marble bookends.





**THANK YOU FOR YOUR  
PARTNERSHIP!!**

# GEORGE MASON

**REQUEST FOR PROPOSAL  
TRADEMARK LICENSING SERVICES  
GMU-1657-20**

## **SCOPE OF WORK**



August 12, 2020

Erin Rauch  
George Mason University  
Assistant Director, Primary Procurement Officer  
440 University Drive, Mailstop 35C  
Fairfax, VA 22030



Dear RFP Evaluation Committee,

As an innovative, solutions-oriented company, CLC is paving a new path in collegiate licensing to proactively elevate the value of college brands. Our team of experts has already begun implementing innovative, customized strategies for top institutions like George Mason University to change the way they are valued, licensed, and marketed. Moving forward, CLC will work side-by-side with the University on a plan to ensure that it is being valued to the level that it deserves in the marketplace with an approach that is uniquely tailored to George Mason.

Our enclosed response briefly discusses this plan and the strategic advantages CLC offers the University to connect its passionate fans to the George Mason brand. We also discuss the unparalleled services, resources, staff, and innovative tools and marketing that George Mason currently receives from CLC. As you review this response, we hope you will conclude that CLC provides George Mason with the best opportunity to continue increasing its long-term brand value and exposure, product sales, and revenue.

Over the course of our partnership, CLC has strived to increase the value and awareness of George Mason's brand. We truly appreciate the partnership we have with the University, and are even more excited about what the future holds. Our CLC team is as committed as ever to working with George Mason to help the University accomplish its goals.

Thank you for your time. Go Patriots!

Sincerely,

Cory Moss  
Executive Vice President & Managing Director



## XII SCOPE OF WORK.

*THE REQUIREMENTS OF THE SUCCESSFUL CONTRACTOR ARE LISTED BELOW AND WILL BE THE FOCUS OF THE CONTRACT THAT RESULTS FROM THIS SOLICITATION. PROPOSAL RESPONSES MUST ADDRESS EACH OF THE BELOW REQUIREMENTS AND PROVIDE SUFFICIENT EVIDENCE THAT THE CONTRACTOR CAN MEET ALL OF THE UNIVERSITY'S NEEDS IN THE RESPECTIVE AREAS.*

**A. Assign one qualified representative as the lead contact for the University. Please indicate the amount of time this representative will dedicate to this account per year for the entire length of the contract term. Please indicate how many other accounts this representative will service.**

Beth Monnin is the primary contact specific to George Mason University. In her role as Regional Vice President, Beth is responsible for 11 other institutions, similar in size and scope to George Mason University. Beth is available from 8-5 EST Monday through Friday of each week to George Mason to answer any and all questions and at minimum, will either travel twice a year to campus to meet with the Licensing Committee to conduct education and strategy or will be available to do so virtually during pandemic times. Beth began her current career in the collegiate licensing industry in January of 2010 and has worked with over 200 institutional licensing programs across the country. Beth is a graduate of Hanover College and formerly worked for Studio Eleven, an advertising specialty business, and where she was the Director of High School Sales in that role. From 2014-2018, Beth served as National President of her sorority, Phi Mu Fraternity.

**B. Provide information on the number of full-time staff members committed to the area of contract compliance, enforcement, and legal counsel. The awarded contractor must have full-time attorneys and legal assistants on staff and available to the University for consulting at no additional cost.**

Over the past 10 years, the worldwide market for branded counterfeit goods has grown from \$200 billion to \$1.77 trillion. During that time, the legal and enforcement landscape for collegiate licensed product has become more complex and increased in volume. The majority of that increase has come from online sources, including unlicensed college retail sites, counterfeit jersey sites, and social media sales sites. The volume of CLC's requests for online product takedowns have increased more than 1000% in the past five years.

The changing landscape and increased volume of issues to address requires strong and substantial legal resources. CLC's eight-person legal team (six attorneys and two legal assistants) is the largest of any collegiate licensing agency and provides George Mason with expert counsel on the latest issues specific to collegiate trademark protection and licensed products, including resources dedicated to online enforcement.

Our in-house legal services include internet and social media actions, game day enforcement and collaborative efforts with other licensors, contract development and compliance, trademark registration and protection, strengthening trademark legislation, and labor code compliance.

This past fiscal year, all CLC partner institutions were transitioned to the infringement reporting form on Brand Manager 360, enabling licensing directors to easily report issues to CLC and track the life cycle of infringement matters. Throughout the fiscal year, over 2,500 infringement matters were handled by CLC's legal team, and each matter may have included takedowns of multiple listings.

The contract compliance program addresses CLC licensees that do not comply with the terms and conditions of their license agreements, including selling unapproved designs and distributing product into unapproved distribution channels. The successful closure of compliance issues involves resolution of the breach of the licensee,

and in certain circumstances, the payment of unreported royalties and/or damages. All contract compliance matters are tracked in a database for future reference and use in evaluating licensees up for renewal. If the licensee does not resolve the issue, CLC will work with the University to determine whether license agreement termination is the next step.

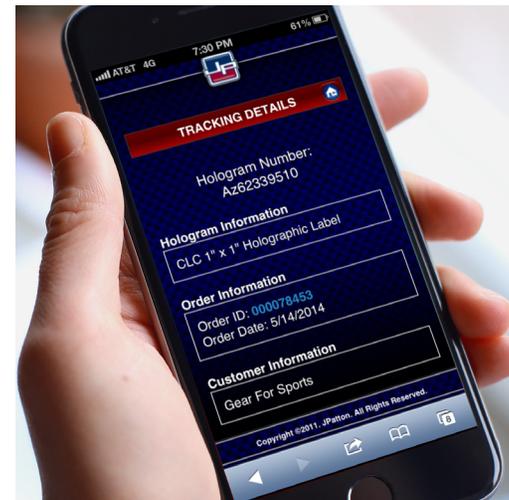
Our comprehensive representation of top college brands across the country and our exposure to a variety of enforcement and legal issues provides experience in protecting college brands that benefits the University in its efforts to protect its brand.

**HOLOGRAPHIC LABELING:** CLC's "Officially Licensed Collegiate Products" label is ubiquitous with collegiate licensed merchandise and is affixed to more than 135 million collegiate products each year. In addition to being one of the most secure holographic products in the world, CLC's labels and hangtags include a unique 10-digit serial number that can identify manufacturers through a mobile track-and-trace system, assisting with marketplace enforcement and auditing. CLC's auditors are able to utilize the licensee label order history to match the number of labels sold to the number of licensed products sold. No other collegiate labeling program in the market provides such expansive protection.

In addition to the security and authentication that our labeling program provides, JPatton can also create custom hangtags and labels that can be used to deliver brand messages, segment product in the marketplace, initiate consumer engagement, and serve to collect consumer information for future marketing and branding initiatives. JPatton's long history of working with top global brands delivers a wealth of labeling expertise to George Mason.



In addition to being used as a primary tool for enforcement, CLC is actively developing marketing uses for the hologram and hangtag to drive consumer traffic. In July 2020, CLC launched a new label design with enhanced security features.



CLC's mobile track-and-trace feature provides instant hologram information to enforcement teams in the field to ensure labels are being used by the authorized manufacturer.

**C. Consolidate and summarize Fair Labor Association (FLA) reports and findings quarterly, highlighting any changes that may affect any licensee's ability to maintain good standing with the FLA.**

CLC is committed to driving progress in corporate responsibility and actively works to aid in establishing meaningful and consistent CR policies across the industry. While we recognize that each partner institution may have a unique understanding of how CR relates to its program, they each require the tools necessary to ensure products bearing their marks and indicia are being produced in accordance with university-wide ethics and standards. To accomplish this goal, CLC provides a suite of readily accessible and easily-tailored tools to fit the needs of each partner institution.

The launch of the latest Insights App now provides CLC's partner institutions with an unprecedented level of access to their licensees supply chain disclosure data and provides new and informative reports detailing their licensees fulfillment of their contractual obligations as it relates to disclosure, FLA affiliation, supply chain transparency, and labor code compliance.

CLC is the only licensing agency that has a full-time, dedicated staff member focused on CR. Casey Shillito, CLC's Director of Corporate Responsibility, works closely with senior leadership to develop and implement CR strategy focused on promoting education, transparency, and collaboration across the industry. CLC has also established a 12-person cross-departmental 'Team of Practitioners' to provide additional support and guidance to CLC's Director of Corporate Responsibility and to aid in developing CLC's strategic CR initiatives.

CLC has actively worked to integrate CR into day-to-day operations and provide staff with additional opportunities to expand understanding and experience. Staff have been provided with a number of educational opportunities, including a two-day all-staff training on human rights and corporate responsibility conducted in September of 2019.

CLC has cultivated a strong relationship with both the Worker Rights Consortium (WRC) and the Fair Labor Association (FLA), consistently communicating with each organization on methods for driving CR engagement amongst Universities, as well as collaborating to address systemic, industry-wide issues

**D. Attend and provide representation at the major conferences and shows concerning collegiate licensing. (Please provide a list of all licensing industry trade shows where the contractor has booth space to promote its clients.)**

**LICENSING DIRECTORS' SEMINAR:** The cornerstone of CLC's educational programming is the annual two-day Licensing Directors' Seminar which is organized as an investment in the professional development of licensing directors. Established in 1986, more than 400 representatives from institutions, retailers, and top licensees attend to learn about collegiate licensing initiatives and industry trends, as well as share best practices and network with industry leaders.

**TRADE SHOWS:** CLC maintains a booth at major industry trade shows, including the Sports Licensing and Tailgate Show and CAMEX (which primarily focuses on campus bookstores and fan shops). During tradeshow, our team walks the trade show floor to meet companies that are targets for entry in the collegiate market. Our team also organizes numerous meetings with current licensees and retailers in attendance to strategize on steps that can be made to generate incremental revenue for partner institutions moving forward.

**INDUSTRY PRESENTATIONS AND BRIEFINGS:** In addition to training and professional development for partners and licensees, our licensing experts routinely participate in and present at industry meetings such as the International Collegiate Licensing Association, the Independent College Bookstore Association, and the National Association of College Stores. Our legal team conducts training for law enforcement officials through the Department of Homeland Security and has worked to inform local and national policy leaders through various presentations, including a sports industry briefing to the Congressional Trademark Caucus.

**E. Provide an overview of the contractor’s capabilities to expand the presence of the University’s merchandise through e-commerce channels, including any consumer and/or wholesale distribution networks.**

For George Mason to establish a stronger presence at retail and be positioned for future growth, it is important to develop a strategy that will work toward defined goals, one step at a time. It’s also important for George Mason to have a partner that understands the reality of the marketplace and will work in tandem with the University on a multi-phase plan that follows the right path to growth.

CLC has the staff, resources, and tools available to work with George Mason on a dedicated strategy to maximize retail relationships and develop innovative, omnichannel messaging to reach George Mason’s consumer targets. CLC is also the only agency with a team of experts singularly focused on college brands at retail. Our staff focuses on college and only college, allowing us to incent and educate buyers on college without balancing other client brands that compete with college at retail.

The retail landscape has changed considerably in the past couple of years due to store closures, consolidations, and the rise of e-commerce. As a result of these changes, CLC’s retail team has evolved its strategy to ensure we are seeking the most effective approach to growing the business of our partner institutions. Our team develops a customized plan for each partner institution that is centered around three pillars:

**RETAIL REPORTING AND ANALYSIS**

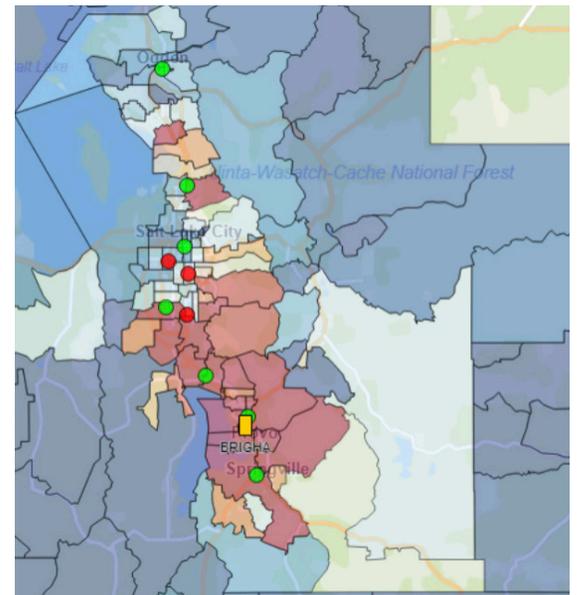
Successful retail strategies rely on solid facts, metrics, and up-to-date data to make key decisions. A case must be presented to the retailer to purchase product, but sell-through is equally important to ensure that the initial purchase does not become the last. CLC believes the key to making meaningful changes at retail that will lead to growth is to provide not only data, but also analysis and context to help key retailers make the most effective buying and marketing decisions.

CLC’s retail team has a business analyst on staff that works with each respective account team for partner institutions to examine each partner’s licensing business and identify ways to impact it in a positive way. Data is first gathered through our proprietary Insights platform to understand where there are opportunities for growth at specific retail accounts.

**RETAIL STRATEGY**

Once the analysis is complete, retail strategy is developed. We begin by leveraging the unique brand attributes of George Mason, consisting of overall University statistics, brand personality, mission and values, as well as a list of key events and traditions/rituals, along with other unique facts and information. All of this would paint a picture of the George Mason brand which would help CLC position it to our retail partners.

Working in collaboration with George Mason’s Partnerships team, our retail team would also collaborate with our apparel, non-apparel, and marketing teams to provide licensee and product data to our retail partners as well as marketing strategy and support. This would ensure that George Mason fans are finding the right product at the right place at the right time.



CLC’s innovative mapping system overlays retailers with alumni demographics to identify market opportunities. A sample map of Utah is shown to the right, but similar mapping could be done for the St. Louis area.

Taking the analysis a step further, CLC recently developed a mapping feature that overlays alumni data, consumer demographic data, and retailer locations to identify opportunities for growth in the marketplace. This visual analysis provides a more comprehensive overview of potential customers that retailers can use to justify increasing buying and marketing dollars, as well as floor space or web presence, dedicated to George Mason.

## RETAIL DEVELOPMENT

Once a strategy is developed, CLC would leverage its extensive network of retail relationships with retail buyers across all retail channels to determine the best approach to growing the product offering of George Mason. The approach is centered on market growth, penetration, and/or promotion. If the intended outcome is market growth, our team works to identify voids and/or retail expansion opportunities. Market penetration ensures that the right amount of product, as well as product assortment is present in the retail marketplace. Should the approach need to be centered on market promotion, our retail team would work in tandem with our marketing team on a strategy to increase brand awareness which will drive consumer interest and ultimately lead to increased sales.

There is no one size fits all approach to the growth of university brands in today's challenging retail marketplace. Our team would work to create and implement a strategy that is customized to George Mason's unique base of fans and consumers.

## E-COMMERCE GROWTH OPPORTUNITIES

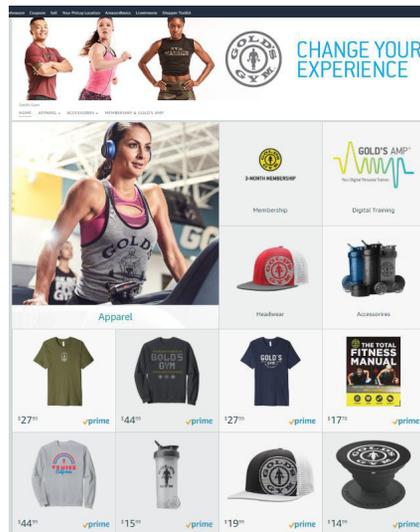
Due to the recent global issues, more consumers are making purchases online to avoid brick-and-mortar retail stores. A recent e-commerce initiative CLC is strongly pursuing is the launch of a pilot program with Amazon.com. The program utilizes one of the world's largest e-commerce platforms to promote merchandise for select schools who do not have an exclusive team store relationship and have limited opportunity to market their brands at national retailers.

Working alongside participating licensees such as Top of the World and LogoBrands, the University has the opportunity to develop a brand store with valued partners to provide a better user experience on a successful retail platform. Those participating licensees also contribute to a marketing spend. The program will rely heavily on the University's willingness to support the promotion of the brand store from their most trafficked digital channels to gain awareness and visibility. In return, the University and CLC will obtain data analysis and reporting from Amazon to help optimization for increased future success.

1.



2.



3.



To the left (in order from left to right): 1. Examples of different products available from participating licensees, including Top of the World and LogoBrands. 2. An example of an Amazon Brand Store site done for Gold's Gym. CLC will have the ability to customize the University's site with graphics. 3. An example of a shoppable graphic done for Houston. If a school participates in the Pilot Program, they will have the opportunity to have shoppable graphics and campaigns done to help drive awareness and traction that can be used on social or email.

**F. Describe the contractor's trademark protection and enforcement program at the local, regional, and national level. Include any information about the contractor's enforcement alliances. Provide a timeline for when and how often, per year, searches and enforcement for unlicensed merchandise in University market areas including the Internet are conducted.**

A strong enforcement program protects the George Mason brand and the rights of the University's licensing partners. CLC has the most comprehensive enforcement program to help tackle licensed product infringements on the internet, in the marketplace, and at events. Licensing directors can track the lifecycle of infringement matters through Brand Manager 360 which provides constant communication and transparency for outstanding cease and desist and legal issues.

**ONLINE ENFORCEMENT** - CLC works with major site owners, such as Etsy, Facebook, eBay, Cafe Press, etc., to remove infringing merchandise. In addition, CLC has strategic partnerships with several innovative online trademark infringement solution providers that can assist in handling more in-depth marketplace monitoring.

**GAMEDAY ENFORCEMENT** - While the majority of unlicensed collegiate merchandise is now found online, CLC continues to coordinate onsite enforcement actions including hot market events such as national tournaments. Enforcement matters are handled by a team of 20 private counterfeit product investigators that contract with CLC.

**MARKETPLACE ENFORCEMENT** - During scheduled visits to campus, CLC staff would visit the local retail marketplace to ensure that product in the market is licensed and correct by University standards. In the event there is an issue, CLC would take immediate action to contact the licensee and/or have the product removed from the store. Through a partnership, CLC is committed to enforcing the George Mason's marketplace and developing infringement management strategies.

**NATIONAL NETWORKS** - CLC maintains a national network of law enforcement officials and investigators to help tackle licensed product infringements at the local, regional, and national levels and at various points of distribution, including border locations via U.S. Customs.

**ENFORCEMENT ALLIANCE** - CLC was a founder and is the only collegiate member in the Coalition to Advance the Protection of Sports Logos (CAPS), working with the major pro sports leagues on industry-wide enforcement issues and education efforts.

**JOINT TRADEMARK LITIGATION** - CLC can help to identify potential targets and coordinate universities for joint litigation, similar to the recent Gear Launch lawsuit in which 25 CLC partner institutions jointly sued a company selling infringing t-shirts. In addition, CLC along with NFL, NBA, NHL, and MLB continue to be successful in jointly suing China-based websites selling counterfeit jerseys. As a result of our jersey litigation efforts, over 15,000 website domains have been seized, and over 1,500 PayPal accounts have been frozen which led to collective court judgement award of nearly \$18 billion. These efforts have reduced the number of infringing jerseys being sold online, and redirected traffic to licensed product sellers.

**G. Provide information about the contractor’s auditing program including results. Include total number of audits done on a yearly basis, amount of audit collections in the most recent fiscal year, and average audit collections made during the prior fiscal year by the contractor for institutions similar in size and scope to the University. Please share the number of yearly audits of George Mason licensed vendor records and facilities are expected. Audit findings should be reported quarterly, including any recovered or unpaid royalties.**

CLC’s online royalty reporting system has minimized the number of errors licensees make when submitting their royalty reports. As a safeguard to ensure our partner institutions are being paid all royalties due to their licensing program, CLC has the most comprehensive auditing program in the industry, completing nearly 127 licensee audits during the 2019-2020 fiscal year and yielding more than \$2.78 million in unreported royalties overall for partner institutions. Because of the size of CLC’s client base and the structure of CLC’s license agreement, George Mason receives legal rights to audit and collect royalties from more than 3,000 manufacturers.

While the top 200 licensees are audited every three years on a rotating basis, the University is able to request audits from licensees in its local marketplace that have raised cause for concern. Though the ultimate goal of an audit is to recover unreported royalties, our auditors also work with each audited licensee to educate them on the variables involved with accurate reporting to ensure less issues arise in the future. Audit reports are compiled by CLC, and payments are issued to each

<b>AUDIT COLLECTION OF PEERS</b>
<b>\$362.57</b>

### CLC AUDIT FLOW PROCESS



To ensure that all audits are completed efficiently, CLC follows a strategic auditing process as outlined above.

**H. Provide 24-hour internet access to files of licensee names, addresses, telephone numbers, and sales and royalty data.**

**BRAND MANAGER 360**

The Brand Manager 360 system provides a complete licensing toolkit at the touch of a button, 24 hours a day, seven days a week, from a desktop, tablet or mobile device. It is the business hub connecting institutions, licensees, and the CLC staff that aggregates license requests, renewals, new institution requests, policy updates, artwork/decision archives, and art approval function, while supplying a library of news and resources that enables George Mason to focus on the strategy and execution of its program. The University has digital access to all artwork and requests submitted through Brand Manager 360.

Through George Mason's access to Brand Manager 360, the University has the capability to run detailed licensee reports at any time. These reports include licensees' contact information, royalty/sales data, approved product categories and distribution channels, and much more.

**CLC INSIGHTS PORTAL**

An industry-first licensing data analytics tool, Insights provides interactive visual dashboards, enabling licensing directors to explore their licensing program at any time by navigating through product category, licensee, distribution channel, and retailer sales data.

This system has revolutionized how licensing strategies are developed by evaluating products and licensees across retailers and channels of distribution. Although the system tracks nearly 3.5 billion different data points, a few of the key variables include:

- Tracks nearly 90,000 retailers
- Captures retailer-specific data on wholesale shipments, average unit price, units sold, and product categories
- Examines an institution's licensee base at the retail level as a basis for developing brand growth strategies such as:
- Selecting best-in-class licensees
- Identifying under-served categories/channels and over saturated categories/channels
- Strengthening the licensee base and identifying promotional marketing opportunities
- Sub-category reporting provides more detailed analysis on specific product style performance. Analysis will be possible across 520 sub-categories as opposed to 54 broader product categories.

**I. Require each licensee to have product liability insurance covering any licensed product that will indemnify and hold harmless the University from any product liability action. The successful contractor shall also provide, following notice of award and prior to actual commencement of the contract, a certificate of insurance that indemnifies the University. The contractor must also provide this proof of insurance on an annual basis thereafter.**

The CLC license agreement requires licensees to meet certain standards for product quality. While CLC, as the licensing agent, does not conduct certified quality or product testing, our Operations team requires that the appropriate level of commercial general liability, product, advertising, and contractual liability insurance is in place and effective for all licensees throughout the term of their license. Additionally, we'll also require each licensee to list George Mason as an additional insured on its policies and to indemnify and hold harmless George Mason from all such liability issues, which helps to mitigate liability for the University should an issue arise with any product that may have been produced to inferior quality standards.

As added protection, CLC will also name George Mason as an additional insured on our general liability policy and will provides annual confirmation of this coverage.

**J. Provide camera-ready art to include digital files to be transmitted electronically to licensees.**

Digital artwork is distributed through CLC's Logos On Demand program, which gives licensees access to vector logo files, university information, and logo use restrictions/policies, as well as instant notification of all logo changes and new marks. George Mason is able to access the service to download logo sheets for its own internal use at no cost.

**K. At minimum, be available by phone and email during the University's business hours of 8:30 AM to 5:00 PM EST.**

Beth Monnin and CLC's entire team is available by phone and email during the University's business hours.

**L. Communicate to licensees and retailers the University's retirement or discontinuation of a mark or logo and implement a program to flush discontinued merchandise from the market.**

Should George Mason wish to retire/discontinue a mark or launch an entirely new mark, CLC would help the University develop a comprehensive plan to ensure that the process is responsibly executed for the benefit of all stakeholders, including the University and its licensees and retailers. Initially, we would help the University develop a communication plan to alert licensees and retailers of the change to the University's marks with the goal of giving ample time for University partners to sell-through existing inventory. Once the depletion period is over, our team would work with the University to ensure licensees are no longer selling the discontinued marks and work with retailers to sell-through existing inventory.

**M. Provide a web-based and mobile application artwork approval system. The proposal response must provide a specific overview, including sample images, of the successful contractor's system for submitting products/designs to the University via a web-based and mobile application platform for approval/disapproval. In addition, the system should allow for approval/disapproval of licensee requests, renewal of licenses, and provide analytics on royalties, licensees, retailers, etc. Please provide contact information for at least five licensees that have used the system. Please provide a demonstration version or demonstration access.**

Please see our response to question H within the RFP.

**LICENSEE REFERENCES:**

**Logobrands**  
Maggie McHugh  
maggie@logobrands.com  
615-721-3608

**L2 Brands**  
Allison Manley  
amanley@l2brands.com  
215-767-0630

**Champion**  
Trey Ham  
Trey.Ham@hanes.com  
913-693-3261

**Knights Apparel**  
Susan Kibelstis  
susan.kibelstis@hanes.com  
336-519-3761

**adidas**  
Tim Haney  
tim.haney@adidasus.com  
317-612-3683

**APPENDIX B**  
GEORGE MASON UNIVERSITY is the owner of all rights, title and interest in and to the following Indicia, which includes trademarks, service marks, trade names, designs, logos, seals and symbols.

 <b>George Mason</b> Current Revision Date: 02/06/17		George Mason University © GMU © (Bookstore use only) Patriots™ George Mason Patriots © Mason Nation ©		Verbiage George Mason © Mason © Mason Patriots™ We Are Mason™ gmhu.edu ©		
Established: 1957 Location: Fairfax, VA Mascot: Patriots Mason Name: The Patriot Conference: Atlantic 10 Conference	Green PANTONE 349 C MADEIRA: 1250 RGB: 249,93	Gold PANTONE 130 C MADEIRA: 1125 RGB: 249,93	Black PANTONE Process Black C MADEIRA: Black RGB: Black	White White MADEIRA: White RGB: White		
Approved University colors or the "PANTONE" color based on this page must be used. The colors on this page are not intended to match PANTONE color standards. For PANTONE color standards, refer to the current edition of the PANTONE color publications. "PANTONE" is a registered trademark of PANTONE, Inc.						
Primary Athletics Mark		Mascot Marks		Spirit Marks		
Secondary Athletics Marks		Institutional Marks		Athletics GM Mark		
ADDITIONAL PERTINENT INFORMATION		• University and permitted or products for resale (sold on a case-by-case basis) • No alterations or overlays graphics to seal permitted • University Business cards (must have expiration date on packaging) • University Business health and beauty products • University permit numbers on products for resale • Mascot caricatures permitted • Cross-branding with other marks may be permitted with an additional agreement		• No use of current (prints, name, image, or likeness) is permitted on commercial products in violation of NCAA rules and regulations • References to alcohol, drugs, or tobacco related products may be used in conjunction with University marks reviewed on a case-by-case basis		
NOTE: The marks of George Mason University are controlled under a licensing program administered by Collegiate Licensing Company. Any use of these marks will require written approval from Collegiate Licensing Company.						
In addition to the Indicia shown above, any Indicia adopted hereafter and used or approved for use by GEORGE MASON UNIVERSITY shall be deemed to be additions to the Indicia as though shown above and shall be subject to the terms and conditions of the Agreement.						

Above is the George Mason art sheet available on Logos on Demand.

**N. Provide a list of multiple types of licenses to support the wide-ranging needs of licensees. Include steps to obtain each type of license and costs involved.**

CLC’s licensing process is designed to provide George Mason with all of the necessary information to make an educated decision on licensing requests while also keeping in mind the importance of a transparent, efficient process to enable quick speed-to-market for licensees.

CLC facilitates its licensing process via an online application. The purpose of the application is to obtain detailed information about each potential licensee and the product(s) for which they seek licensure. CLC understands that each partner institution has different needs for growing its licensee base. George Mason ultimately retains all decision-making authority for its licensing program, including which products and companies to license, royalty rates and advance fees, licensing policies, and all product designs. Additionally, the CLC License Agreement requires licensees to meet all standards for product quality and CR codes of conduct.

Companies can pursue a license in one of two categories:

**RETAIL** - Allows a company to produce products bearing the trademarks of collegiate institutions for sale at retail in approved retail channels and direct to consumer, as well as university departments and related entities.

**INTERNAL** - Allows a company to produce product bearing the trademarks of collegiate institutions for university departments and related entities for internal consumption only; cannot provide product at retailer direct to consumer.

Another license CLC provides to clients deals with championship and postseason licensing. CLC’s NCAA/Bowl division has three dedicated staff members that run point on all licensing efforts for George Mason as they enter postseason play.

**HOT MARKET** - One of the greatest opportunities for a licensing program results from the success of major athletic teams. The “hot market” for licensed product that results from postseason athletic tournaments and bowl games can serve as a catalyst for growth in licensing revenues. Revenues can increase as a result of two factors— reactive growth, which is the immediate spike in sales that occurs merely by having a licensing program in place, and proactive growth, which is the result of proper planning to position an institution to experience longer-term success beyond the first few weeks of excitement. CLC is the only agency that represents the NCAA and the College Football Playoff, and has a long-term history of managing national championship events and programs.

CLC has managed the licensing programs for the vast majority of national championships. This record of success has allowed CLC to develop a proven plan that includes turnkey administrative, legal, and marketing programs. The services provided by CLC in “hot market” situations include:

- Separate administrative processes and agreements for licensees, with the George Mason having the option to require different rates and fees that benefits the institution from the increased consumer demand that results from its athletic success;

**CLC LICENSE TYPES**

	<b>INTERNAL</b>	<b>RETAIL</b>
<b>Number of Institutions and Restrictions</b>	No limit on the number of institutions. Allows for production of non-resale/non-royalty bearing internal consumption items sold to institutions and on-campus organizations. Addendum required in order to fulfill royalty bearing orders for internal consumption.	No limit on the number of institutions. No restrictions unless specified by institution policy or strategy.
<b>Application Process</b>	Simple three-page application required. \$250 application fee (any number of schools).	Detailed multipage application required, including marketing and distribution plan, financial statement, credit references and report quality and quality sample. \$250 application fee (single school), \$500 (multiple).
<b>Royalty Rates and Advance Fees</b>	Licensees not permitted to sell goods for resale/no royalty-bearing sales allowed so no royalties are charged. \$100 annual admin fee charged for each institution licensed.	Royalty rates and annual advance fees are determined by each individual institution.
<b>First-Year Admin Fee</b>	\$0 (any number of schools).	\$0/one school; \$125/school (2 to 25 schools).
<b>Insurance Requirements</b>	\$1 million product liability (or more high-risk categories); all approved CLC institutions named as additional insureds.	\$1 million product liability (or more high-risk categories); all approved CLC institutions named as additional insureds.
<b>Product Labeling</b>	Product labeling not required since products are for internal consumption only.	“Officially Licensed Collegiate Products” hologram sticker or hangtag.
<b>Labor Code Requirements</b>	Must sign the CLC Special Agreement Regarding Labor Codes of Conduct and comply accordingly.	Must sign the CLC Special Agreement Regarding Labor Codes of Conduct and comply accordingly.
<b>Renewal Process</b>	Agreements are renewed based on contract cycles that expire at the end of each quarter; renewals for ICS licensees based exclusively on licensing director feedback.	Agreements are renewed based on contract cycles that expire at the end of each quarter, based on licensee performance, contract compliance results, and licensing director feedback. Licensing directors can elect to participate in the standard renewal process which enables them to make decisions regarding each licensee up for renewal each quarter.

Above is a chart outlining CLC’s licensee types that includes pricing for both retail and internal categories.

- A dedicated three–person account team that manages the licensing administration for bowls, conference events, and national championships, ensuring prompt and efficient customer service for licensees;
- An expanded enforcement network of staff to eliminate bootleg merchandise from the local retail market and in the areas near the venue of the postseason event (NCAA and conference tournaments, College Football Playoff and bowl games), as well as the local marketplace of participating institutions before and after the championship game;
- The development of detailed marketing plans to maximize all opportunities for each hot market;
- An aggressive auditing program with National Champions Program licensees that experience dramatic sales increases during the “hot market” and may have a high likelihood of accounting errors or compliance problems; and
- An in-house creative services team to develop championship logos.

**O. Provide experienced staff dedicated to performing retail marketing and promotional licensing services on behalf of the University. Describe the background and qualifications of these individuals and these services, including the development of retail programs designed to drive the sale of licensed product.**



**Nicole Armentrout, Marketing Vice President.** Nicole is responsible for setting the overall strategy that positions, strengthens, and elevates college within the retail marketplace, as well as developing plans that meet the licensing program goals of each of CLC’s partner institutions. Drawing upon 20 years of marketing experience across diverse industries, Nicole oversees the Marketing department and works collaboratively across the company. She and her team partner with both the Retail and Partnerships teams to develop data-driven, creative marketing programs.



**Ben Emmons, Brand Marketing Vice President.** Ben oversees marketing efforts for George Mason and brings more than 14 years of experience in marketing, strategic partnerships, advertising, product development, and digital media. Prior to joining CLC five years ago, Ben worked for a hospitality company in Rhode Island, where he led the marketing and loyalty programs for multiple properties. He began his career in collegiate licensing as the visual identity manager and licensing director at the University of South Dakota where he also received bachelor’s degree in advertising and public relations, as well as his MBA.



**Kabrione Coleman, Marketing Manager.** Kabrione oversees marketing for George Mason, collaborating with the institution to promote brand visibility. Before joining the team, Kabrione worked with the Minnesota Vikings in various departments and roles. She also served as an account executive at Next Marketing, where she worked with a number of notable clients, such as Nestle Waters, Community Coffee, and Weber Grills. Kabrione earned her bachelor’s degree from the University of Central Florida and her MBA from Ohio University.

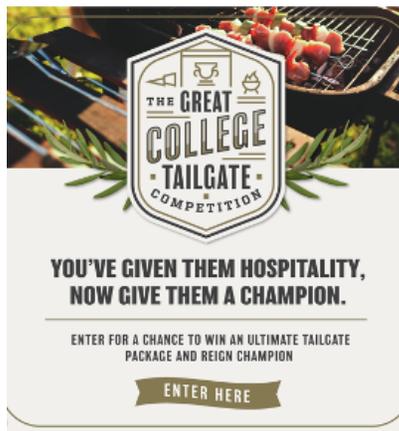
**P. Provide a marketing plan once per year that outlines goals and objectives for the upcoming fiscal year. This plan will have the goal of increasing the presence of University product in the local, regional, national, and on-line markets through the development of retail and promotional programs and relationships.**

Beth Monnin, the CLC Marketing team and George Mason's Licensing Director will sit down at the beginning of each fiscal year to map out the opportunities available to the University and create a detailed brand development plan and implementation timeline. The examples below are options that are available for inclusion in the plan, but the plan will be specific to the needs of the George Mason University licensing program.

**NATIONAL COLLEGE COLORS DAY:** CLC's signature national marketing campaign is College Colors Day. Launched in 2005, College Colors Day is a promotional platform for partner institutions, retailers and licensees to generate exposure and grow merchandise sales during the critically important back-to-school and fall seasons.

CLC provides all College Colors Day creative assets so retailers and institutions can easily participate. Each institution is given a full activation kit, which includes national and school-specific signage, social and web graphics, social media text post samples, and a fully-developed activation calendar for ease of execution.

Last year, the campaign was promoted heavily via social media and national morning news broadcasts. CLC leveraged resources available through Endeavor to provide product and content to over 50 celebrity influencers for their use on social media. Additionally, retail store signage was provided to nine national/regional retailers including Dick's Sporting Goods, Kohl's, Target and Walmart.



**NATIONAL TAILGATE WEEKEND:** National Tailgate Weekend is an annual holiday celebrated during the first weekend of October. The holiday celebrates the game day tradition where thousands across the country spend their Saturdays on college campuses cheering on their favorite teams with gear, food and drinks. It also aims to generate incremental revenue by promoting the unique products available to fans to use in their tailgating traditions.



**SPIRIT FRIDAYS:** CLC will work with George Mason to develop an identity and call-to-action around a specific day for GMU fans, students and staff to show their pride in the University through wearing licensed merchandise. CLC will support this initiative with the development of the identity, content calendar, promotional development, and social assets featuring select licensed product as we have done with Illinois State and other partners.

**TOKYODACHI:** CLC continues to find new and innovative ways to promote the Tokyodachi line. Recent successes that have potential to be adapted to George Mason include an in-store life-size cutout or statue to create a retail concept shop, in-game animations featuring the character performing various athletic feats and custom coloring pages to engage young fans.

**12 DAYS OF GIVEAWAYS:** CLC will create a special 12-day giveaway featuring a unique licensed product each day. Winners will be chosen based on numerous calls to action, such as liking, commenting, reposting, or tagging someone who should gift the item to them. CLC’s marketing and creative teams will help develop the graphics, suggested social media copy, posting calendar and allocate marketing funds to both the items and a digital/social media buy.

**HOLIDAY GIFT GUIDE:** CLC will work with George Mason on the development of a digital or print version of desired GMU licensed products around the holidays. CLC can assist in the creative for the guide, supporting collateral, and email marketing through the Alumni Association and other channels.



**BACK TO SCHOOL SUPPLY LIST:** CLC will help develop a comprehensive and interactive list of essentials for the school year and promote this to returning and incoming students. This can be adapted in many ways to suit George Mason and its fans; however, a recent example is “Mascot Dorm Rooms” which was an interactive experience where students could tour the mascot’s room and click to purchase various items.



**OPERATION HAT TRICK:** OHT can be used as a medium to honor the University’s veterans and increase sales of licensed product with a portion of the proceeds being earmarked to veteran-related philanthropic causes. CLC has found success working with Athletics to promote sales of OHT product in creative ways. One recent example of this is the Hero Box program. CLC provided custom boxes containing OHT product and select game tickets, as well as other Athletic provided items which were then given to veterans based on nominations by fans through social media tagging. In addition, CLC recently worked with North Dakota State’s Athletics department to outfit coaches and staff with '47 OHT-branded headwear. This coming year, apparel from Colosseum will be provided for on-field wear.

**GRADUATION:** In an effort to assist students in preparing for graduation, CLC will create shoppable graphics with products such as graduation frames, alumni statement items, and thank you notes. This will be an interactive way to engage with new graduates and their families as this major accomplishment is celebrated.



**SPRING BREAK:** CLC can assist in developing a marketing campaign capitalizing on the excitement of spring break for use through both social channels and in-store. The campaign will include in-store signage to create a concept shop with spring break oriented products such as beach wear to be promoted through social media graphics. We can also explore university relationships that could be leveraged for gift-with-purchases (Uber rides, suntan lotion, soft drinks and other consumables, airline/hotels, etc.).



**NEW YEAR'S RESOLUTION:** CLC will work with George Mason to capitalize on consumer interest in establishing New Year's resolutions. For many consumers, the resolutions are typically centered around fitness and exercise. Customizable social media graphics will be created to promote George Mason branded performance apparel and correlating hard goods. The products will be promoted through the University's social channels.

**BEER AND WINE PROMOTION:** CLC will work with George Mason University licensees such as Blue 84 or Logo Brands to develop a line of unique line of licensed products designed to complement both George Mason University wine options, as well as the Patriots 57 beer. CLC's Marketing and Creative teams will help create graphics and suggested social media copy to educate fans on how and where to obtain the product once developed.



**Q. Engage in the business of providing trademark licensing contractor services and provide evidence of such through references. Contractors must provide three (3) references that demonstrate their success in delivering services that are similar in size and scope to those being requested in this RFP. Reference information must include client name, contact name, telephone number, and email address.**

**Laura Driscoll, Miami of Ohio**

Director of Brand Management & Strategy

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**Priya Exantus, Towson University**

Licensing Coordinator, Trademark Licensing

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**R. Provide specific information on what resources the successful contractor can provide for the University in the area of external communication, including newsletters, trade shows, media coverage, websites, or other tools that can help to promote the University's brand. Indicate how many full-time staff members are wholly focused on corporate and external communications.**

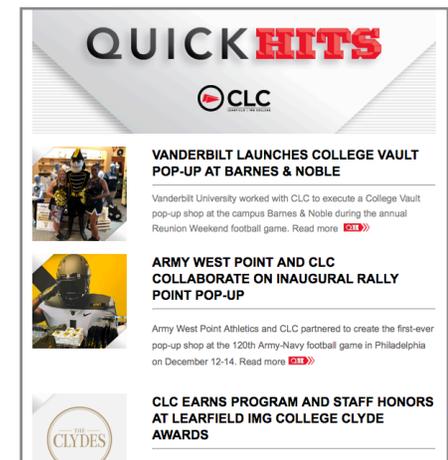
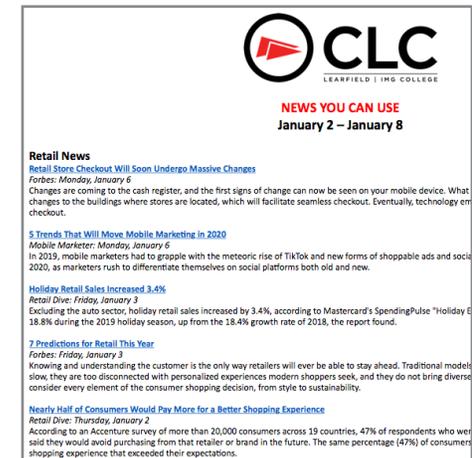
From strategic communications planning and consulting to media relations for event and trade show participation, CLC's four-person communications team is equipped to provide first-rate marketing and public relations support to better integrate licensing programs into the campus, community, and retail marketplace.

Through the production of collateral material and electronic communications, CLC distributes information on college and retail demographics, trends, new product categories, and other valuable data important to retailers and universities when making buying and licensing decisions.

CLC's media staff also develops and pitches stories highlighting licensing programs, marketing and promotional efforts, industry trends, and enforcement activity related to all CLC partners or specific schools and licensees. Media activity can be at a national level or tailored to the regional market and can be integrated with the campus media department or the sports information department. George Mason has approval rights over all press releases and stories before they are released.

Additionally, all partner institutions receive CLC's "Quick Hits" e-news blast, which highlights relevant industry news. CLC also recognizes the importance of assisting our partners in keeping up with notable news in the industry. As a result, we publish two separate compilations of relevant news sources. Our weekly "News You Can Use" is an aggregate of the most important stories from the week in the licensing industry and college sports. The CLC Legal Blitz is also a regularly published e-blast that assists our partner institutions in understanding the latest legal trends and news that impact brands in the marketplace.

**LICENSEE EDUCATION AND WEBINARS:** CLC hosts a number of other training opportunities for partner institutions and licensees, including periodic webinars on topics ranging from new system launches and procedural changes to new marketing programs and industry initiatives. Our legal team recently hosted a day-long "Legal Training Day," which was a compilation of mini-webinars on a variety of legal topics. These sessions were recorded and posted on Brand Manager 360 as an online training resource for our partner institutions.



**S. Provide a summary of contractor’s strategic alliances and/or strategic partnerships that might be useful to the University in managing its licensing program.**

**BRANDSHIELD:** BrandShield provides a customized brand protection solution that scans online marketplaces and websites for counterfeit and unlicensed products using word and design marks. The BrandShield technology prioritizes results by looking at various factors to determine risk and threat levels, as well as brand impact. BrandShield is available to CLC partner institutions seeking an advanced, pro-active approach to online enforcement.

**PACIOLAN:** Paciolan is a full-service ticketing platform and audience database company. Combined with MOGO and Sidearm, our partners have access to an industry-leading level of expertise in the digital marketing space and a view into your fans wants and needs.

**COALITION TO ADVANCE THE PROTECTION OF SPORTS LOGOS:** In 1992, CLC joined forces with MLB Properties, NBA Properties, NFL Properties, and NHL Enterprises to form CAPS. CAPS is committed to the protection of sports logos through the conduct of legal action, protection of marks on the internet, improvement and expansion of anti-counterfeiting laws, publicity of CAPS actions, and educational efforts. CAPS was born from the recognition that an organized effort between CLC’s partner institutions and the professional leagues could cast a wider enforcement net by working together in appropriate anti-counterfeiting actions.

**JPATTON:** JPatton, a sister company of CLC, is the leader in brand authentication, digital asset management, and brand elevation through an array of secure, patented technologies. JPatton maintains and operates CLC’s Logos On Demand digital artwork program and CLC’s hologram-labeling program. In addition to CLC, JPatton works with other top brands, including Arnold Palmer, UFC, and Greek Licensing.

**MOGO:** Utilizing targeted and measurable digital advertising, MOGO will extend our coordinated brand marketing efforts whether your fans or consumers are online with display, mobile, video, social or search environments. With direct integrations with Sidearm well into development, CLC will be able to provide unrivaled real-time data and the most targeted campaigns in the collegiate market. These far-reaching and adaptable targeting systems will expand both your athletic, licensing, and institution’s ability to tell your story and increase consumer engagement across all platforms.

**SIDEARM:** Sidearm provides the technology platform that powers the official websites, mobile apps, statistical integration, live audio and video streaming, and e-commerce platforms of more than 1,000 collegiate athletic partners across the nation. The company is a trusted partner of some of the biggest brands in the industry, including 250 NCAA Division I programs, and over 40 of the 65 Power 5 athletic departments.

**SME:** With over 28 years of experience in collegiate athletics, higher education and sports and entertainment, SME builds brands that strategically and emotionally connect with each of their target audiences.

**TRADEMARK VISION:** Trademark Vision globally searches for potentially infringing trademark registration and pending registrations by scanning the Official Gazette, the US Patent and Trademark Office (USPTO) recently filed trademark applications (global search rather than one entry at a time), and the Supplemental Registrar, which is not publicly accessible, as well as Google Play and the Apple App Store. This tool uses logo recognition software to identify images that are similar to the marks provided for comparison in order to avoid potential legal action due to conflicting marks.



**T. Describe the contractor's game-day and post-season enforcement programs and how those services would benefit the University, especially at events against traditional athletic rivals and post-season tournaments.**

**GAMEDAY ENFORCEMENT** - While the majority of unlicensed collegiate merchandise is now found online, CLC continues to coordinate onsite enforcement actions including hot market events such as national tournaments. Enforcement matters are handled by a team of 20 private counterfeit product investigators that contract with CLC.

## GAMEDAY ENFORCEMENT

### SEASON PLANNING

At the beginning of the season, staff meets to determine where an enforcement presence is needed and the resources to allocate.

### RESOURCE ALLOCATION

Private counterfeit investigators are asked to put together an enforcement plan (timing, areas to focus on, etc.).

### LOCAL LAW ENFORCEMENT COORDINATION

Investigators coordinate with local law enforcement, and if needed, they schedule training with law enforcement ahead of games.

### FOLLOW-UP ON ISSUE LEADS

Investigators look for leads on third parties creating designs or coming to the event. If necessary, they'll contact those individuals ahead of time.

### GAME DAY ACTIONS

The investigators scour the game venue and surrounding area for issues that need to be addressed. A member of the legal team is on call (or on site) in case there are issues that need to be discussed, and appropriate issues are addressed.

### POST ENFORCEMENT REPORT

The investigators follow up with a comprehensive report. Depending on the city, they may also assist law enforcement in criminal charges.

**U. Describe any in-house design capabilities it has to complement a client's trademark portfolio, and provide signage and design support for marketing activities.**

**CREATIVE SERVICES**

CLC is the only agency that offers an in-house creative services team of seven talented designers to support our partner institutions through the development of marketing collateral, social/digital graphics, and consumer activation materials. Our team also works to ensure that our partners' trademarks meet industry standard production guidelines, and implements institution art sheet updates at no charge to the respective partner institution.

Our designers also develop original new logos, youth marks, specialty and event marks, as well as brand extension programs that are used to produce customized products. These logos and brand programs can provide unique opportunities for growing the market through increased exposure and incremental revenue. CLC has worked with a number of partner institutions to create university-specific designs or logos for use on retail products. Following are a few examples of CLC's core foundational creative services available to George Mason at no additional cost.

**NATIONAL CHAMPION LOGO CREATION**

CLC's in-house staff works with partner institutions to develop national championship logos with school specific logos and colors, which include two to three design options for major sports (football, basketball, baseball, softball, lacrosse, hockey, and soccer) and one concept for all remaining championships.

**SHOPPABLE GRAPHICS**

Graphics are created by our designers and ideated by our marketing team are posted to social media providing a frictionless shopping experience for consumers. They also allow consumers to shop wherever they are inspired and to complete the purchase wherever is most convenient.

**PROMOTIONS & GIVEAWAYS**

Graphics designed exclusively for specific campaigns, products and special events for the University help promote fan engagement and interaction.

**SOCIAL GRAPHICS**

CLC's graphic designers create, develop, and distribute custom social graphics to partner institutions for use across all platforms that highlight licensed product in a unique way and catches the consumers attention.



## ADDITIONAL DESIGN PROJECTS

In addition to CLC's industry-leading foundational creative services, the following services can be provided for an additional investment by George Mason to help promote brand and fan engagement.

## LOGO CREATION

CLC's in-house staff collaborates with partner institutions on new logo designs, including mascot marks, athletic or institutional rebrands, specialty coaches marks, anniversary badges, and stadium marks.

## LIFESTYLE PHOTOGRAPHY

CLC's in-house staff gets behind the camera and directs lifestyle and campaign shoots to produce assets to be used in graphics and signage for partner institutions.

## FLAT LAY PHOTOGRAPHY

To help strengthen the University's brands and signature "looks," the creative staff puts together outfits from head-to-toe that accentuate licensed product and provides photographs that can be used on social media to inspire consumers to create their looks.

## BRANDED CAMPAIGNS

Our graphic designers work with our marketing staff to ideate branded campaigns that provide an overarching theme to share a series of messages. These campaigns build brand equity and increase word of mouth marketing.

## ANIMATION GRAPHICS

Our graphic design team creates animated visuals, or gifs, to accompany social media posts. These images bring life to social media posts and boost interaction from viewers.

## EXPERIENTIAL DESIGNS

Illustrations that are hand-drawn by an artist on our graphic design team enable our university partners to better visualize an experiential marketing concept before signing off on a scope of work. Experiential marketing helps to bring a theme to life which helps increase consumer engagement.

## RETAIL EXPERIENCE RENDERINGS

Illustrations are hand-drawn by an artist on our graphic design team, enabling both our university and retail partners to visualize the proposed redesign of sections of retail store. Strong creative elements also help sell-in marketing concept to retailers.



# OTHER RELATABLE INFORMATION

**A. The University reserves the right to exempt any user from royalty payment if circumstances warrant that it would be in the best interests of the University. The University's own continued use of the logos, seal, and other insignia shall be permitted at no cost to the University.**

The University reserves the right to exempt any user from royalty payments if circumstances warrant that it would be in the best interests of the University, and does not unduly impact CLC's ability to generate royalties under this Agreement.

**B. No item shall be licensed which is in violation of existing NCAA rules or regulations or such rules and regulations as may be adopted prospectively by the NCAA.**

CLC will put forth its best efforts to negate the possibility of violating NCAA rules or regulations on artwork/requests that we review.

**C. The contractor shall make all reasonable attempts to ensure that the manufacturing of any product for George Mason University shall not be made under "sweat-shop" conditions.**

As previously stated in Section C (Scope of Work), CLC works with licensees and its partner institutions to establish meaningful and consistent corporate responsibility policies. CLC also provides a suite of readily accessible and easily-tailored tools to fit the needs of each partner institution. The goal of these tools is to help ensure licensee fulfillment of their contractual obligations as it relates to disclosure, FLA affiliation, supply chain transparency, and labor code compliance.

**D. The contractor shall assist the University in registering and protecting its name, designs, trademarks, trade names, service marks, logo graphics, symbols, etc., when requested.**

As mentioned in Section B, CLC has an 8-person legal team to help protect the brands of our partner institutions through internet and social media actions, game day enforcement and collaborative efforts with other licensors, contract development and compliance, trademark registration and protection, strengthening trademark legislation, and labor code compliance. Should the University wish to register additional marks, CLC can work with George Mason's General Counsel to determine the appropriate action that the University should take.

**E. The contractor shall promote the name of George Mason University through established national vendors and other marketing channels.**

During tradeshows, our team walks the trade show floor to meet companies that are targets for entry in the collegiate market. Our team also organizes numerous meetings with current licensees and retailers in attendance to strategize on steps that can be made to generate incremental revenue for partner institutions moving forward. We are also the licensing agent for many of George Mason's peers which provides our team with insight on licensees that have had success with peer institutions and could be potential targets for inclusion in the University's licensing program.

See section P for an overview of the marketing platforms and services that CLC will employ through a continued relationship with George Mason.

**F. The contractor shall perform licensing services at no cost to the University. Contractor shall, on a quarterly basis, pay the University a fixed rate and/or percentage of royalties.**

CLC will perform licensing services for George Mason in exchange for a mutually-agreed upon split of licensing revenue. The University will be paid its share of revenue within 30 days of the month following each quarter.

**G. The contractor shall receive its compensation from licensees authorized by the contractor to sell merchandise bearing the University's logos, seal, or other insignia.**

CLC will facilitate the licensee royalty submission process, as well as the payment of the University's share of royalties generated.

**H. The contractor shall, prior to authorizing potential licensees to sell merchandise bearing the University's logos, seal, or other insignia, obtain electronic approval from the University via the contractor's web and/or mobile platform. The contractor shall have no authority to make any representation on behalf of the University without prior written authorization from the University.**

See Section H earlier in the response for details on the systems platforms that CLC provides to facilitate the licensing process for partner institutions. George Mason is and will continue to be the ultimate decision maker on design submissions and licensing requests.

**I. The contractor shall, at no cost to the University, submit for University approval specifications of merchandise, photographs, sample swatches, samples, etc. from potential licensees desiring to sell items bearing the University's logos, seal, or other insignia as may be deemed necessary for approval processing.**

Upon request, CLC will provide additional materials like those mentioned above to George Mason to aide in the University's decision-making process.

# GEORGE MASON

**REQUEST FOR PROPOSAL  
TRADEMARK LICENSING SERVICES  
GMU-1657-20**

**WHO WE ARE**





## OUR MISSION

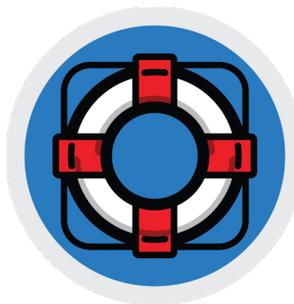
Elevate college brands  
through **insight** and **innovation**.

## OUR VALUES



### SERVE OTHERS

Service and people are the foundation of who we are. Whether it's our teammates, our partners, or in the community, we believe in serving others and exceeding expectations. We go the extra mile.



### BUILD TRUST

Our relationships and business are built on trust. We model honesty and integrity and believe actions speak louder than words. Most importantly, if you are a partner or team member, you are family.



### LEAD WELL

We model character in every situation and focus on what is right, not who is right. We firmly believe data beats opinion. We lift each other up, own our mistakes, and always follow through.



### INNOVATE OFTEN

New ideas are essential for creating value. It's not enough to be focused on where we are; we have to be focused on the future. We take risks, are not afraid to fail, and focus on learnings to turn an idea into a solution.



### BE PASSIONATE

Passion drives excellence. We are passionate for what we do as we know our efforts go beyond financial gain. We focus on the infinite game because we care for our teammates, partners, and industry.

# COMPANY OVERVIEW & EXPERIENCE

CLC was founded in 1981 by Bill Battle after he signed legendary coach Paul “Bear” Bryant to a licensing agreement. In the process of developing a licensing program for Coach Bryant, Battle discovered that The University of Alabama did not have a licensing program. Alabama soon signed on as the first university client. Eight other schools quickly followed, and an industry was born.

Today, CLC is a dynamic, innovative collegiate licensing agency, resulting from the merger of two industry pioneers, IMG College Licensing and Learfield Licensing Partners in 2019. In our combined 38-year history, we have worked with hundreds of collegiate brands and delivered billions of dollars in gross royalties for our partner institutions.

CLC has a legacy of helping to grow most of the nation’s leading collegiate licensing programs, including George Mason. Our 80% market share of helping to manage collegiate trademark licensing programs shows our extensive experience in the collegiate market.

## CLC DELIVERS CONNECTIONS

CLC connects passionate fans to college brands. At our core, that is what we do. We provide a vital link between George Mason and its consumers through licensed merchandise and marketing. The University benefits from CLC’s unrivaled ability to make these connections.

- We connect George Mason to **industry-leading expertise, services, and tools** in the areas of brand protection, brand management, and brand development to facilitate success for its brand.
- CLC connects George Mason to **knowledge** through research/data vital to identifying/understanding college consumers and sales trends. Knowledge is power – the power to make strategic brand management decisions based on relevant market data.
- CLC connects George Mason with **best-in-class licensees and retailers** across all channels of distribution to maximize brand exposure and product sales to reach all consumers.
- CLC connects George Mason to **innovative solutions** for increasing brand exposure and enhancing brand value to increase consumer demand and sales.
- CLC connects George Mason to the **global resources** of its partner companies, leveraging expertise and assets to maximize fan engagement and drive brand awareness.



# THE CLC ADVANTAGE

In a continued partnership with CLC, George Mason receives industry-leading services, resources, and opportunities not available from any other collegiate licensing agency.

## INNOVATIVE RETAIL & CONSUMER BRANDING

- School-specific brand and marketing strategies by product and channel to maximize brand value
- In-house digital/social experts to develop school-specific strategies
- 25 in-house staff members dedicated to marketing at the national, regional, and local levels
- National marketing platforms that enable a year-round connection with consumers
- Consumer-driven marketing backed by research and consumer insights
- Dedicated retail staff with expertise in all retail channels

## UNRIVALED STAFF EXPERTISE AND SCOPE OF SERVICES

- Most diverse expertise in college licensing, representing every facet of the licensing and retail industry
- In-house experts in the areas of retail and consumer marketing, creative services, corporate responsibility, and more working side-by-side with George Mason
- Dedicated staff to service local licensees in the community and maximize hot market opportunities
- Eight person in-house legal team backed by the nation's largest law enforcement network for brand protection and contract compliance

## GAME CHANGING SYSTEMS AND DATA

- State-of-the-art, transparent systems available at the touch of a button for brand management and data analysis
- One-of-a-kind Insights portal that provides a comprehensive dashboard for user-generated reports and data to analyze an institution's brand and sales
- License management system that enables partners to drill down into licensing requests and approve or edit the request by channel and product
- Comprehensive, historical sales and royalty data by product category, retailer, and unique product identifier to enable peer benchmarking and opportunity mining

## UNPARALLELED LEADERSHIP

- 39 years of proven experience in collegiate licensing
- CLC's exclusive partnerships with the NCAA, Heisman Trophy, the College Football Playoff, as well as 35 bowls to maximize hot market opportunities
- Representation of 80% of all collegiate licensed retail sales providing market leverage and first-to-market opportunities

## OPPORTUNITIES THROUGH PARTNERSHIPS

- In-house expertise in digital media and marketing with extensive resources and partnerships
- Access to new media/YouTube stars for brand integration
- Engagement with social influencers to reach key demographics and increase connections with fans
- Event access for unique engagement and cultivation opportunities
- Extended CLC companies with the ability to leverage and ensure brand consistency in all collegiate marketing channels

# WE LEAD – OTHERS FOLLOW

CLC has a legacy of innovation that spans our 39 years of existence, providing our partners with award-winning systems and technology, pioneering brand management strategies, and customized marketing programs. Below is a sample of the game-changing initiatives CLC has delivered to its partners over the past four decades. The George Mason deserves alignment with the company that can ensure the University receives first-to-market tools and programs for managing and growing its brand.

**1981**  
CLC Founded

**1985**  
Auditing Program

**1986**  
In-house Legal Staff

**1988**  
Annual Educational Seminar

**1993**  
Trademark Registration Tracking

**1996**  
Multiple License Types

**1997**  
Specialized Account Team Structure

**1998**  
Digital Art Sheet Distribution

**2000**  
Digitized Embroidery Files

**2000**  
Brand Manager 360 License Management System

**2000**  
School Specific Marketing Funds

**2001**  
Product Category Management

**2002**  
Product Category

Royalty Reporting  
**2003**  
Hologram Authentication Label

**2003**  
Hologram Track and Trace

**2004**  
College Vintage Program

**2004**  
National College Holiday (College Colors Day)

**2005**  
National Marketing Fund

**2006**  
School Specific Spirit Campaigns

**2007**  
Minimum Royalty/Unit

**2007**  
Online Royalty Reporting

**2007**  
CR Vice President

**2007**  
Elevated CR Measurement Program

**2008**  
Digital Holiday Gifts

**2010**  
National Collegiate Co-Branded Philanthropy (OHT)

**2012**  
Royalty Reporting by Retailer

**2014**  
Brand Manager 360 Mobile App

**2014**  
Consumer Research / Fan Analytics

**2015**  
CLC Insights System

**2015**  
Celebrity Co-branding

**2016**  
National Tailgate Weekend

**2017**  
Royalty Reporting by Unique Product Identifier

**2018**  
Merger completed to form Learfield IMG College

**2019**  
Launch of Factory Site Disclosure Database

**2020**  
Launch of Licensee Diversity Disclosure & Missing Reports App

# CONNECTING TO INDUSTRY-LEADING EXPERTISE

One of the greatest advantages George Mason has through a continued partnership with CLC is access to an experienced staff with in-depth knowledge of the collegiate licensed product marketplace to help support the University's existing licensing team. Our team will continue working hand-in-hand with George Mason to develop strategy to grow the University's brand, but also enable George Mason's licensing staff to spend less time on administrative tasks and more time working with our team to think outside of the box to find the next big idea.

Our staff boasts the most diverse background in college licensing with expertise from every facet of the industry. CLC's team includes experts from the professional leagues, top licensees, major retailers, and former college licensing directors, as well as marketing and big brand executives that have all joined the CLC family. Our staff knows the collegiate licensing business from every angle and knows what works – and more importantly, what doesn't. No other agency can claim this level of experience or the depth of industry relationships.

## UNIVERSITY STAFF COLLABORATION WITH CLC

CLC believes collaboration and true partnership will drive success. It will be imperative for our CLC team and George Mason to work side-by-side to develop future strategies for growing the University's licensing program, and to regularly review our progress toward those goals to measure our success or adjust the strategy. In addition to all the resources, planning, and oversight that CLC will provide as a part of our proposal and strategic plans, George Mason will be asked to work with CLC on the following:

- Prompt responses on artwork, licensee recommendations, and marketing opportunities to ensure speed-to-market for new products and maximum success for marketing opportunities.
- Support and buy-in to the mutually-agreed upon strategic plan to provide long-term growth for the George Mason brand.
- Fostering collaboration with key campus departments (bookstore, athletics, alumni association, etc.) to ensure university buy in and support of brand marketing opportunities.
- Access to George Mason marketing assets (social media, websites, tickets, etc.) for incentive use for consumers, licensees, and retailers.
- Availability of senior management teams (licensing, athletics, bookstore) for regular conferencing, semi-annual planning meetings, etc.
- Constant feedback on levels of service, support, performance, etc.
- Attendance at CLC's annual Seminar to engage in idea sharing and discourse with CLC staff and peer institutions.

We have found that the most successful licensing programs are those that commit resources to their programs and have staff engaged and vested in growing the University's brand. Working side-by-side, we know we can continue assisting George Mason in taking its licensing program to the next level.

### STAFF EXPERTISE

WE KNOW THE INDUSTRY	WE DELIVER DIVERSE SOLUTIONS	WE REPRESENT YOUR CONSUMERS
<b>EXPERIENCE</b>  <ul style="list-style-type: none"><li>• LEAGUES</li><li>• LICENSEES</li><li>• MARKETING/BRAND AGENCIES</li><li>• CONSUMER PRODUCT COMPANIES</li><li>• COLLEGIATE LICENSING VETERANS</li></ul>	<b>APPROACH</b>  <ul style="list-style-type: none"><li>• IDEAS</li><li>• SOLUTIONS</li><li>• RESOURCES</li><li>• RELATIONSHIPS</li><li>• THOUGHT LEADERSHIP</li></ul>	<b>DEMOGRAPHICS</b>  <ul style="list-style-type: none"><li>• GENDER</li><li>• AGE</li><li>• RACE</li><li>• ETHNICITIES</li></ul>

# GEORGE MASON ACCOUNT TEAM



## EXECUTIVE TEAM

**Cory Moss**  
EVP & Managing Director

**John Greeley**  
SVP, Partnerships

**Joe Hutchinson**  
SVP, Strategic Brand Management

**Wes Richard**  
SVP, Operations & Innovations

**Nicole Armentrout**  
VP, Brand Marketing

**Ashley Page**  
SVP, General Counsel

**Ryan Earman**  
VP, Finance

## ACCOUNT MANAGEMENT

**Beth Monnin**  
Regional VP, Partnerships

**Brad Coley**  
VP, Partnerships

**Kabrione Coleman**  
Manager, Marketing

**Kathryn Rand**  
Coordinator, Legal

## SENIOR MANAGEMENT TEAM

**Dave Kirkpatrick**  
VP, Non-Apparel Management

**Sterling Hawkins**  
VP, Associate General Counsel

**Tammy Purves**  
Sr. Director, Communications

**Annie Weed**  
Sr. Director, Client Services

**Jessica Austin**  
Sr. Director, Apparel Management

**Tammy Donnan**  
Sr. Director, Royalty Operations

**Olin Arnold**  
Sr. Director, NCAA & Bowl Properties

**Strategic Brand Management**  
(12 full-time staff members)

**Retail Development**  
(Five full-time staff members)

**Creative Services**  
(Seven full-time staff members)

**Corporate Responsibility**  
(One full-time staff member)

**Legal**  
(Eight full-time staff members)

**NCAA and Bowl Properties**  
(Three full-time staff members)

**Marketing**  
(10 full-time staff members)

**Royalty Operations and Innovations**  
(11 full-time staff members)

**Licensing**  
(14 full-time staff members)

**Communications**  
(Four full-time staff members)

# CLC EXECUTIVE TEAM

Strategic direction and daily operations are managed by CLC's Executive Team.



**Cory Moss, Executive Vice President and Managing Director.** Cory plays an integral role in setting the strategy for the company and its role in growing the licensing programs of partner institutions. He is involved in developing strategies for growing the George Mason brand in addition to overseeing major growth initiatives in the college market. Cory is a 25-year veteran of CLC, with roles overseeing Partnerships, NCAA and Bowl Properties, and Operations before being named EVP and managing director.



**John Greeley, Senior Vice President of Partnerships.** John is responsible for overseeing account management for all of CLC's partner institutions and works with the George Mason account team on strategic planning and leveraging CLC resources. John is a graduate of Providence College. Prior to joining CLC in 1998, he was the marketing manager for the St. John's University Athletic Department. He would continue leading a team of experienced CLC staff members focused specifically on the George Mason program.



**Joe Hutchinson, Senior Vice President, SBM.** Joe is responsible for the oversight of apparel, non-apparel, NCAA & bowl properties, and strategic brand management for CLC and works to build strategic partnerships and planning strategies with top licensees in the collegiate licensing industry. He has been with CLC since September 1996 and has served in multiple roles including oversight of the SEC and ACC territories, as well as the apparel division. Joe received his undergraduate degree from Samford University and his Master's degree from Georgia State University in Sports Administration.



**Wes Richard, Senior Vice President of Innovation and Operations.** Wes is responsible for CLC's technology infrastructure and business operations to support CLC's partner institutions and licensees. Under Wes's leadership, CLC has implemented numerous process efficiencies and launched many industry-first, award-winning system innovations, including Brand Manager 360 and CLC Insights™. Wes is a Tulane University School of Engineering graduate and serves on the board of Atlanta's Society of Information Management (SIM). He was named a Premier 100 Technology Leader by ComputerWorld and won the ATP leadership award in 2016. He was also chosen as the Georgia CIO of the Year in 2019.



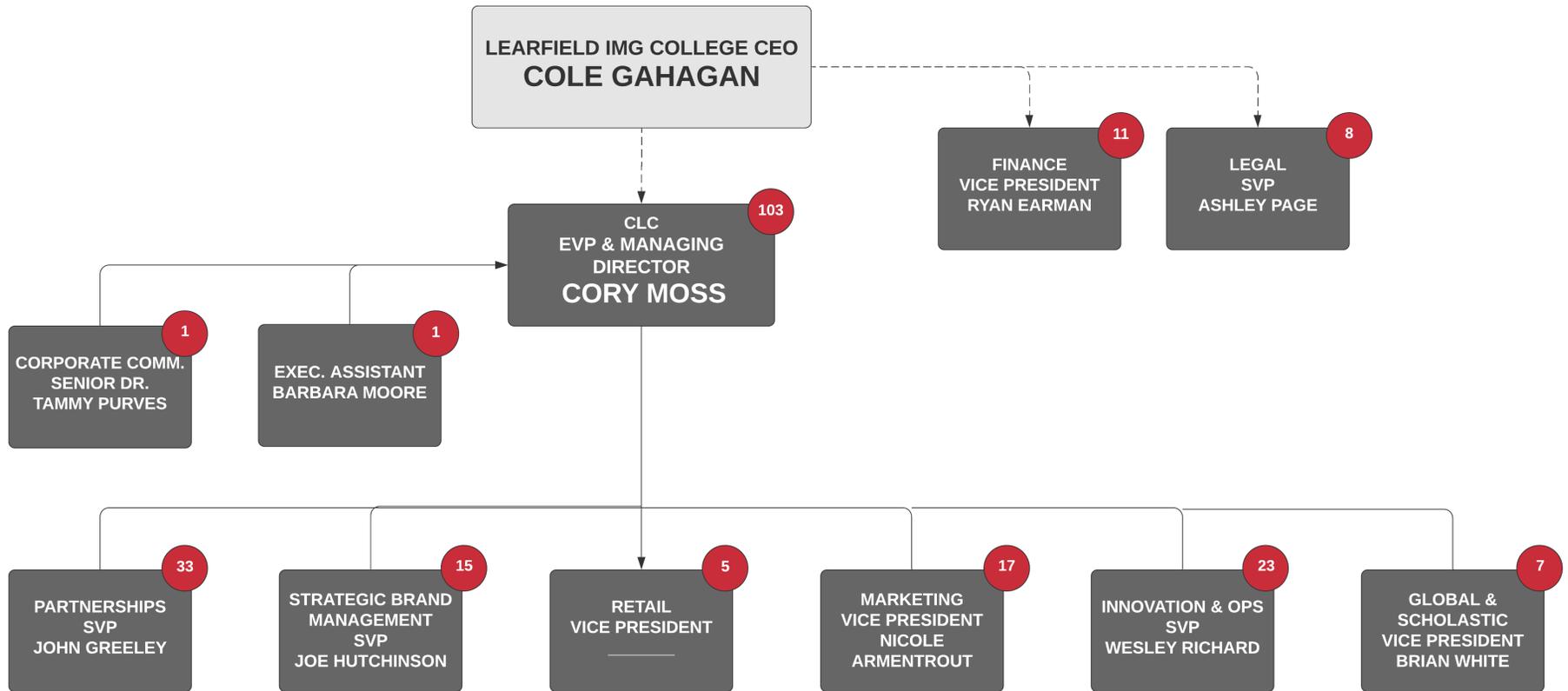
**Ashley Page, Senior Vice President and General Counsel.** Ashley oversees CLC's legal team. Prior to joining our team in April 2016, Ashley was the lead commercial attorney for Google's shopping products and services division. Prior to joining Google, Ashley practiced in the Intellectual Property Transactions Group at Alston & Bird LLP in Atlanta and the Intellectual Property and Corporate Practice Groups at Arnold & Porter LLP in Washington DC. Ashley earned her Bachelor of Arts degree in History from Spelman College in 2001, and her J.D. from Harvard Law School in 2004.



**Nicole Armentrout, Vice President of Marketing.** Nicole is responsible for setting the overall strategy that positions, strengthens and elevates college within the retail marketplace, as well as developing plans that meet the licensing program goals of each of CLC's partner institutions. Drawing upon 20 years of marketing experience across diverse industries, Nicole oversees the Marketing department and works collaboratively across the company. She and her team partner with both the Retail and Partnerships teams to develop data-driven, creative marketing programs.



# ORGANIZATIONAL CHART



# WE ARE COMMITTED TO GEORGE MASON

Through the information provided in this proposal, we hope that we have shown why CLC is the best trademark management option for the George Mason Trademark Licensing Program.

We are confident that we are offering George Mason the best possible opportunity for substantial program and revenue growth. Our proposed licensing models coupled with innovative marketing programs, will take the George Mason brand and licensing program to a new level.

Additionally, George Mason benefits from the significant economies of scale and marketplace leverage through its partnership agency that represents most of the strong collegiate brands in this country. Further, CLC's ability to benchmark and analyze the University's licensing program across various products and retail channels results in invaluable data to develop optimum strategies for George Mason to achieve elevated brand exposure, expanded retail distribution, and maximum units sold, resulting in increased royalty income.

There is only one agency with the expertise, resources, and base of experience to lead the George Mason licensing program down the path of success in the future. It is CLC's belief that continued growth in the George Mason program will not occur by accident, but rather through the services in brand protection, brand management, and strategic brand development only offered by CLC.

Thank you for your consideration and providing CLC with the opportunity to be a part of the George Mason family for now and years to come!

Go Patriots!



# G E O R G E M A S O N

**REQUEST FOR PROPOSAL  
TRADEMARK LICENSING SERVICES  
GMU-1657-20**

**FINANCIAL PROPOSAL**



# FINANCIAL PROPOSAL FOR THE GEORGE MASON

We believe that a partnership with CLC is the best pathway to maximize both brand exposure and revenues, as well as fan access to merchandise, while assuring that George Mason's brand is protected for long-term growth.

Throughout this proposal, we have illustrated the significant benefits and results George Mason would receive through a continued partnership with CLC. The positioning of the University alongside other top institutions and conference peers, unparalleled presence in George Mason's marketplace, access to CLC and Learfield IMG College's deep relationships and industry clout, innovative licensing and marketing strategies, industry-leading services and staff, and CLC's track record of success are all advantages only CLC can deliver. We have proven our unmatched ability to grow licensing programs time and time again.

CLC is uniquely positioned to grow George Mason's revenue through expanded marketplace presence, more expansive protection, and strategic management of the University's licensees and retailers.

## REVENUE THROUGH LEVERAGE AND ECONOMIES OF SCALE

CLC would impact the University's licensing program through a reduction in expenses for administration, auditing, legal services, and technology that are not readily available through other agency options. While many of these service areas may seem routine and imperceptible on a daily basis, our industry-leading services and technology would ultimately save time, and thus expense, for the University in managing its licensing program as compared to alternative management options. Additionally, CLC provides many services as a part of our standard agency agreement that other agencies provide for additional fees. These services include:

- All CLC systems, including the Brand Manager 360 license management system and mobile application, CLC Insights, retail reporting, institutional access to Logos on Demand, and hologram tracing, as well as data tracking and analysis for use in the development of strategic plans;
- Access to CLC's in-house team of eight attorneys and legal support staff, dedicated corporate responsibility director for counsel on licensed product legal matters, including trademark monitoring, licensed product marketplace

enforcement, labor code expertise, and the execution of licensed product cease and desist letters on behalf of the University;

- Auditing and contract compliance collections;
- Standard retail marketing programs, including signage, social media graphics, and promotional materials;
- Creative design services for logo management and marketing programs;
- CLC's Annual Licensing Directors' Seminar, a two-day forum for learning and idea exchange with collegiate licensing industry leaders, which is provided at no charge to licensing directors and other campus personnel who attend; and
- Expert staff in all vital areas of collegiate licensing available to support the George Mason licensing program.

These services provide significant cost savings to George Mason and tremendous added value over and above the financial proposal. We believe that a continued George Mason partnership with CLC will afford the University the maximum opportunity for future success.



## FINANCIAL OFFER

In an effort to provide a financial proposal that best meets the immediate and long-term financial needs of George Mason University, CLC is pleased to offer the following financial model.

**In exchange for a five-year agreement, with the option to renew for one additional five-year term, George Mason will receive:**

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

George Mason will also receive an \$11,000 program advancement fund to be used to promote and enhance the University's brand.



## Exceptions to Standard Contract & General Terms and Conditions

We have reviewed George Mason University's RFP for Trademark Licensing Services and have several RFP/contract clarifications that we would like to discuss with the University should we be selected as the winning bidder. These are outlined below. (template agreement provided following these pages).

### IV. Final Contract

Due to the unique nature of the services provided by our company, we would prefer to base the Agreement off of our standard Agency Agreement. The reason for this suggestion is that, over the last several decades of representing collegiate licensing programs from Maine to Texas to California, we've learned that simply pairing the RFP questions with CLC's summary of services is not sufficient to form a clear contract of what a University can and should expect in the agency relationship.

Specifically, for example, the State forms do not contemplate exclusivity; your artwork/product approval rights; the quarterly, non-invoiced payment structure, the royalty-split arrangements, signing bonuses, collaborative marketing fund programs, etc. The Agency Agreement template also provides more specificity regarding the services George Mason will receive from CLC and also outlines additional rights the University will enjoy in the licensing arrangement.

### V. Additional Users (3<sup>rd</sup> Paragraph)

Clarify the least sentence to read:

"It is understood and agreed that the University is not responsible for the acts or omissions of any entity and will not be considered in default of the contract as a result of any participating entity's actions no matter the circumstances."

### VII. SWaM Certification

Clarify the first sentence to read:

"To the extent applicable, vendor agrees to fully support the Commonwealth of Virginia and Mason's efforts related to SWaM goals."

### XII. Scope of Work

Any clarifications to this section of the RFP are addressed in the corresponding section of our response.

### XIII. Financial Considerations & Administration

A. This section is overbroad to say CLC has complete financial responsibility of George Mason's licensing program as we act only as the agent. We propose deleting the first sentence and revising the next sentence to read: "Contractor shall be responsible for such responsibilities including, but not limited to...."

B. As a privately owned company, CLC does not share information regarding our finances; however, we would be happy to provide a bank reference upon request.

D. Due to the lack of predictability of collegiate licensed product sales, CLC is unable to provide a schedule of projected gross royalties for each contract year.

H. As a result of recent events surrounding the pandemic, can we clarify that these meetings may occur via a conference call until it is deemed safe for our staff to travel?

N. CLC requests the addition of the following verbiage to clarify this section: “Contractor further agrees that such books and records shall be subject to inspection and audit by any person designated by Mason at all reasonable times during business hours to the extent necessary to verify Contractor's compliance with its obligations under the contract and subject to mutually agreeable non-disclosure obligations.”

Q. Due to our Accounts Payable procedures, CLC wishes to clarify that reimbursements will be processed within 30 days.

R. CLC requests the addition of the following verbiage to clarify this section: “The contractor will make proper sales tax returns and payments to the appropriate entities. Contractor is responsible for all of its taxes, licenses and fees.”

#### XVII. Payment Terms/Method of Payment

This is not applicable as CLC will be paying George Mason University a mutually agreed-upon share of its royalty revenue.

#### XVII. Solicitation Terms & Conditions

A & B. As mentioned previously, we would prefer to base the Agreement off of our standard Agency Agreement.

#### Attachment B – Sample Contract

As mentioned above, CLC would prefer to base the Agreement off of our standard Agency Agreement which would better describe the services provided to George Mason. Should CLC be selected as the winning bidder, we would wish to discuss the following terms with in the sample contract:

#### VII. The Contract Documents Shall Consist of (in order of precedence):

CLC requests that the final contract be the final executed Agency Agreement which will specifically incorporate all agreed upon terms from the RFP response.

#### IX. Contract Participation (3<sup>rd</sup> paragraph)

CLC wishes to add the following verbiage to clarify this section: “It is understood and agreed that the University is not responsible for the acts or omissions of any entity and will not be considered in default of the contract as a result of any participating entity's actions no matter the circumstances.”

#### C. Antitrust

CLC requests that this provision be deleted.

#### D. Assignment

CLC requests that this provision be clarified to read: The Agreement and rights may be assigned along with Contractor's entire business in licensing the marks of universities, provided the obligations of the Agreement are assumed by the assignee.”

#### I. Cancellation of Contract

CLC requests elimination of any termination for convenience clause. This term would essentially render the contract a short-term contract. Removal of this term better ensues that CLC can make longer term investments in developing new products and programs for the University, which can often take several months to get to market.

#### J. Changes to the Contract

2. CLC requests clarification that the change must be approved by both parties in writing.

#### K. Claims

CLC requests the deletion of this provision.

#### L. Collection and Attorney's Fees

CLC requests that this provision be clarified to read: "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."

#### Q. Default

CLC requests the deletion of this provision. Our company takes the responsibility of abiding to contractual obligations very seriously. Should an issue arise, CLC asks for the issue to be presented in writing prior to termination, providing CLC with at least 30 days to respond and rectify issues.

#### S. Entire Contact

CLC requests that this provision be clarified to read: "This Agency Agreement 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."

#### U. Force Majeure

CLC requests that the provision be made mutual and the last sentence deleted or the standard Force Majeure clause from CLC's standard Agency Agreement can be used.

#### V. Future Goods & Services

Within the first sentence, CLC wishes to clarify this provision by adding the following: "Mason reserves the right to have contractor provide additional goods and/or services that may be required by Mason during the term of this contract if agreed upon by both parties in writing."

Also, CLC requests the deletion of the last sentence in this provision.

#### X. Indemnification

CLC wishes to replace this verbiage with the indemnification verbiage found in our standard Agency Agreement template.

#### AA. Insurance

CLC wishes to replace this verbiage with the insurance verbiage found in our standard Agency Agreement template.

#### BB. Intellectual Property

CLC requests the first paragraph be clarified in accordance with the indemnity clause in our standard Agency Agreement.

#### EE. Remedies

CLC requests clarification of this provision as outlined in the termination provision of our standard Agency Agreement.

FF. Renewal of Contract

CLC wishes to clarify that the financial offer is based on 5-year renewal terms.

Should our company win the bid process, we will gladly review these exceptions with you and work to come to a mutually-agreeable Agency Agreement.

Thanks for your consideration.



## 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 \_\_\_\_\_, a \_\_\_\_\_ having a principal place of business at \_\_\_\_\_ (“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**, University has authorized CLC to license the use of the Indicia in connection with the manufacture, distribution, sale, and other commercialization of Licensed Articles (as defined below) and Premiums (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 Promotions.

(g) **“Product Licensing Promotion”** 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.

(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 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 Promotions in the Territory, in each case in the manner set forth in this Agreement. This Agreement will not apply, with respect to any item of merchandise, Indicia, and/or company listed in **Appendix “B”**, and/or to any company doing business in a location listed in **Appendix “B”**, in accordance with the indications set forth in **Appendix “B”**.

(b) Inquiries. University agrees that, if any potential licensee or other Party directs an inquiry to University regarding Licensed Articles, Product Licensing 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.

## 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 undertakes 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 Promotions developed by CLC, as well as any Premiums related to said Product Licensing Promotions (hereinafter “CLC Submissions” and together with the Licensee Submissions, the “Submissions”).

(d) Approval Deadlines. Recognizing the time constraints of production schedules, University will have two weeks from its receipt of a Submission to approve or disapprove said Submission, and if approved, the Submission will be deemed as accepted to serve as an example of quality for that item. In the event that the University fails to notify CLC of its decision within the two-week period, CLC will have the right to approve said Submission on University’s behalf, unless otherwise notified by the University.

#### **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 \_\_\_\_\_ percent (\_\_\_\_%) of the first \_\_\_\_\_ and No/100 Dollars (U.S. \$\_\_\_\_\_) and \_\_\_\_\_ percent (\_\_\_\_%) of all Annual Revenue in excess of \_\_\_\_\_ and No/100 Dollars (U.S. \$\_\_\_\_\_). 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) Manner of Payment. All amounts payable to University will be paid in United States dollars by check made payable to:

\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_  
**Attn:** \_\_\_\_\_

## 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. 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 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.

(b) 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, warrants 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, warrants, and agrees that it has the full power and authority to execute and deliver this Agreement.

## 8. INDEMNIFICATION AND INSURANCE.

(a) Licensee Indemnification. CLC will make commercially reasonable efforts to 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 and indemnify 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 of 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 where University is located.

(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. Each Party shall obtain and maintain through the Term at its own expense commercial general liability insurance, business automobile liability insurance (and, in the case of CLC, professional liability insurance), coverage each in amounts no less than One Million and No/100 (U.S. \$1,000,000) per occurrence and Two Million and No/100 Dollars (U.S. \$2,000,000) in the aggregate. Each Party shall provide the other Party with a certificate of insurance evidencing such coverages upon request of such other Party and listing such other Party as an additional insured on such policies.

**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. 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 initial term of this Agreement (the "Initial Term") will begin effective July 1, \_\_\_\_\_ (the "Effective Date") and will expire on June 30, \_\_\_\_\_, unless sooner terminated or extended in accordance with the provisions hereof. University shall provide CLC with notice of its decision to extend or terminate this Agreement at least ninety (90) days prior to the end Initial Term or the then current Renewal Term (as defined herein). If University chooses to terminate or not to extend this Agreement beyond the Initial Term or the then current Renewal Term, such notice shall include the name of the University's new licensing agent (if applicable) and the effective date of the transition, which shall in no event be earlier than ninety-one (91) days following CLC's receipt of such notice. If the University fails to provide CLC with the required notice, this Agreement will automatically renew for successive one- (1) year terms (each, a "Renewal Term") until either Party provides the other with the applicable notice at least ninety (90) days' prior to the end of the Initial Term or the then current Renewal Term (each such Renewal Term, together with the Initial Term, collectively, the "Term").

(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 will file any petition under the Bankruptcy Act for reorganization, or file 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 will be appointed under the laws of the United States or of the several states.

(d) **Effect of Termination.** Upon termination or expiration of this Agreement, 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 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.** The obligations of a Party to perform as set forth in this Agreement shall be excused and/or suspended without such non-performance being deemed a default or resulting in liability therefor, solely to the extent that such Party is prevented or hindered from performing such obligations due to any of the following causes beyond such party's reasonable control (such causes, "**Force Majeure Events**"): (a) acts of God; (b) flood, fire, or explosion; (c) war, invasion, riot, or other civil unrest; (d) acts of terrorism, (e) tornado, hurricane, earthquake, or other natural disaster, (f) any change in applicable law after the effective date of this Agreement; (g) actions, embargoes, or blockades going in effect after the effective date of this Agreement; (h) officially declared global or national emergency, including epidemic, pandemic, or other public health emergency; (i) strikes, labor stoppages, or slowdowns or other industrial disturbances; or (j) shortage of adequate power or transportation facilities. Such excuse from liability shall be effective only to the extent and duration of the Force Majeure Event causing the failure or delay in performance and provided, that, such party: (a) has not caused or contributed to the cause of such Force Majeure Event, (b) uses its commercially reasonable efforts to overcome such Force Majeure Event and mitigate or otherwise limit the damages to the non-affected Party, and (c)



provides written notice of such Party's failure or delay in performance due to the Force Majeure Event within a reasonable time after such event's occurrence.

**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 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 \_\_\_\_\_.

\_\_\_\_\_

**Collegiate Licensing Company, LLC**

Signature: \_\_\_\_\_

Signature: \_\_\_\_\_

Print: \_\_\_\_\_

Print: \_\_\_\_\_

Title: \_\_\_\_\_

Title: \_\_\_\_\_

Date: \_\_\_\_\_

Date: \_\_\_\_\_



**APPENDIX "A"**  
**INDICIA**

University is the owner of all rights, title, and interest in and to the following Indicia.

**VERBIAGE**

**GRAPHICS**

In addition to the above referenced Indicia, all Indicia hereafter associated with University that are approved and/or used by University will be subject to the same terms and conditions as if they were fully set out hereinabove, unless specifically excluded by **Appendix "B"**.

**APPENDIX “B”**  
**EXCEPTIONS**

University concurs in the basic concept that no user of its marks and logos should be exempt from royalty payments and will make every good faith effort to comply with this concept. However, University reserves the right to exempt any user 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. The exceptions are set forth below.

- Licensed Articles that are for internal use not for resale and paid for by University Purchasing or similar department or by way of a University-issued credit/debit card