


TRADEMARK LICENSE AGREEMENT

Whereas the International Trade Administration, U.S. Department of Commerce ("ITA")

has adopted and is using the "USA: A Study Destination" logo: ; and

Whereas _____ (the "Licensee") desires to use the "USA: A Study Destination" logo in association with its activities to promote the United States as a premier study destination. The Licensee will display the "USA: A Study Destination" logo on its website with a link _____ back to ITA's Education State Consortia page to build awareness of ITA's efforts to attract international students and support economic development.

Now, therefore, in consideration of the mutual promises herein contained, it is agreed that:

1. **Grant of License:** The Licensor hereby grants to the Licensee a non-exclusive, royalty-free right to use the "USA: A Study Destination" logo for the purposes described herein.

2. **Quality Control:** The Licensor shall have the right, at all reasonable times, to inspect the Licensee's goods, services, and promotional activities employing the "USA: A Study Destination" logo to ensure that such use is of proper quality and otherwise consistent with this Agreement.

3. **Duration and Termination:** This Agreement shall terminate two years from the date of signature by both parties. The Licensee may request a renewal of this Agreement for an additional term of two years, renewable for subsequent two-year terms, subject to the express written consent of Licensor. Such consent shall be in the form of a properly executed Renewal Agreement signed by authorized signatories of the Parties. Upon termination of this Agreement, all rights of the Licensee to use the "USA: A Study Destination" logo shall immediately terminate. Licensor may terminate the license should it determine that Licensee's use is inconsistent with this Agreement.

4. **Validity and Ownership of Mark:** The Licensee acknowledges and agrees that the Licensor is the owner of all right, title, and interest in the "USA: A Study Destination" logo and all such right, title and interest shall remain with the Licensor. The Licensee further acknowledges that the Licensee shall not acquire any right, title, or interest in the "USA: A Study Destination" logo by virtue of this Trademark License Agreement other than the license granted hereunder and disclaims any such right, title, interest, or ownership. The Licensee is prohibited from challenging or contesting in any way the Licensor's registration of the "USA: A Study Destination" logo with the U.S. Patent & Trademark Office, or with any other trademark office, or the Licensor's exclusive worldwide ownership of the names and logos. The Licensee shall not file with the U.S. Patent and Trademark Office any application for registration of the "USA: A Study Destination" logo, or derivatives thereof, or seek to register "USA: A Study Destination" or the "USA: A Study Destination" logo as a domain name or part of any domain name.

5. **Assignments and Sub-Licenses:** This License is not assignable, and any attempt by the Licensee to assign any portion of the License shall be deemed a breach of this Agreement and cause for termination. Notwithstanding this provision, the Licensee may hire subcontractors to

perform manufacturing and distribution activities under this Agreement; Licensee shall provide notice of any such subcontract.

6. Governing Law: This Agreement shall be interpreted and implemented in accordance with the Federal common law as interpreted by the U.S. District Court for the District of Columbia, without giving effect to any conflict of law principle that would result in the application of the substantive law of another jurisdiction.

7. Indemnification: The Licensee agrees to indemnify and hold the Licensor harmless from any and all claims, damages, and attorneys' fees arising from the use of the names and/or logos by the Licensee and its operations under the Agreement, except to the extent that any such claims, damages, or attorneys' fees arose in connection with any act or failure to act by the U.S. Department of Commerce or any agency, department, or subdivision thereof.

In witness whereof, the parties have caused this document to be duly executed as of the latter of the two dates below.

John Larsen
Director, Content Strategy, Communications & Marketing
Office of Strategy and Engagement
Global Markets and U.S. & Foreign Commercial Service
International Trade Administration
U.S. Department of Commerce

Date

Date