

**Robert Morris University
College Affordability Academy®
LICENSE AGREEMENT**

THIS LICENSE AGREEMENT (this “Agreement”) is made and entered into effective as of the ____ day of _____, 2019 (the “Effective Date”), by and between **Robert Morris University** (the “Licensor”), and _____, (the “Licensee”).

RECITALS:

(A) Licensor owns all proprietary rights in and to “College Affordability Academy®,” a trademarked and copyrighted work created by and for Robert Morris University (hereinafter the “Work” and further described in Exhibit A, attached hereto and made a part hereof), and has the exclusive right to license others to produce, copy, make, or use the Work.

(B) Licensor owns all rights in and to the Work and retains all rights to the Work, and retains all common law copyrights and all federal copyrights which have been, or which may be, granted.

(C) Licensee desires to obtain, and Licensor has agreed to grant, a non-exclusive license authorizing the use of the Work by Licensee in accordance with the terms and conditions of this Agreement.

NOW, THEREFORE, for and in consideration of the premises and the mutual covenants and agreements hereinafter set forth and other good and valuable consideration, the sufficiency of which is hereby acknowledged, Licensor and Licensee agree as follows:

1. **Grant of License.**

(A) Licensor hereby grants to Licensee, in accordance with the terms and conditions of this Agreement, a non-exclusive, non-transferrable license to use the Work in the course of its business to provide its college or university community with a better understanding of student financial aid and debt management principles, and for no other purpose. Any other use shall be made by Licensee only upon the receipt of prior written approval from Licensor.

(B) Licensee shall not make any revision, enhancement, modification, translation, abridgement, condensation, or expansion that is based upon the Work or a portion thereof without the prior express written consent of the Licensor.

(C) Licensee shall not grant sub-licenses without the prior written approval of Licensor.

(D) Licensee hereby accepts such license and agrees that Licensee shall not use the Work except in accordance with the terms and conditions of this Agreement. Licensee acknowledges and agrees that the license granted herein is non-exclusive and that Licensor may license others to use the Work.

2. **Ownership of Work.** Licensee agrees that all right, title, and interest in and to the Work, and all intellectual property or other proprietary rights therein, shall remain with Licensor, or in the case of third party content or materials that Licensor incorporates into the Work, such third party. Licensor makes no representations or warranties about the ownership or non-infringement of any third party content or materials incorporated into the Work. Without limiting any other legal rights or remedies that Licensor may have, Licensee agrees that any and all use by Licensee of the Work is governed by and shall be in compliance with United States trademark and copyright laws. Nothing in this Agreement shall be construed to give Licensee or any Authorized User (as defined in Section 5 below) any ownership rights in or to the Work. All rights not expressly granted are reserved to Licensor.

3. **Term and Termination.**

(A) This Agreement shall commence as of the Effective Date and shall continue in full force and effect for a period of one year, and shall automatically renew for additional one year periods, unless either party provides

written notice of non-renewal to the other party, not less than thirty (30) days prior to the expiration of any one (1) year term.

(B) Upon termination or expiration of the license granted under this Agreement by operation of law or otherwise, all rights (including the right to use the Work), privileges and obligations arising from this Agreement shall cease to exist.

4. **Intake Form.**

(A) As consideration for the use of this non-exclusive license, Licensee agrees to provide the data requested on the College Affordability Academy Intake Form, as shown in Exhibit B, attached hereto and made a part hereof ("Intake Form"), and further agrees that the Licensor may use this data to engage in additional works of authorship and publication relating to debt management and financial aid.

(B) Failure of Licensee to provide the data requested in the Intake Form within three (3) weeks of execution of this Agreement, shall, at Licensor's option, entitle Licensor to terminate this Agreement. Licensor will provide written notice to Licensee of termination of this Agreement for failure to provide the requested data within thirty (30) days from the due date outlined above.

5. **Use of Work.**

(A) Licensee must mark all portions of the Work produced, reproduced, displayed, or performed under the terms of this Agreement in accordance with the applicable copyright and trademark marking laws.

(B) College Affordability Academy® is a registered trademark of Licensor. Proprietary notices on the Work, including without limitation watermarks, title names and producer information may not be edited, removed or obstructed. Reference to Licensor as the source of the Work is required.

(C) Licensee shall not provide access to the Work or Log-In Information (as defined in Paragraph 6 below) to anyone other than the Authorized Users. Authorized Users shall be employees of Licensee who have been designated by Licensee as an authorized user of the Work under this Agreement. Licensee shall not, and shall exercise all reasonable efforts to ensure that Authorized Users do not take any actions, whether intentional or unintentional, that may circumvent, disable, damage, or impair the Work or access to the Work.

(D) Licensee shall exercise all reasonable efforts to (i) ensure that access to the Work is limited to only Authorized Users, including protecting the confidentiality of Log-In Information, and (ii) ensure that Authorized Users do not copy or redistribute any portion of the Work by any means, including without limitation making the Work, or any part thereof, accessible by display, broadcast, or other transmission within the university or college or otherwise, or making print or electronic copies for transmission to non-licensees. Licensee shall notify Authorized Users of the license use limitations under this Agreement.

(E) Licensee shall ensure that: (i) in no event shall the Work be used in any commercial or for-profit manner (including without limitation as part of any public exhibition where an admission fee is charged for viewing); (ii) in no event shall the Work be used outside of the scope of this Agreement or beyond the term of this Agreement.

(F) Licensee shall exercise all reasonable efforts to ensure that the Work is not used in a manner disparaging of Licensor or the Work or any person associated with either of them, or in any manner that may be deemed inappropriate by Licensor, in its sole discretion.

(G) Licensee shall not, and shall exercise all reasonable efforts to ensure that its Authorized Users do not: (i) remove, obscure or alter the Work, or (ii) combine or merge any portion of the Work with any other programs or content.

(H) Upon termination of this Agreement for any reason, Licensee shall discontinue immediately all use

of the Work or any publication confusingly similar thereto, and destroy all printed materials related to the Work; and all rights in the Work and the goodwill appurtenant thereto shall revert to and remain the property of Licensor.

6. **Log-In Information.** Upon execution of this Agreement, Licensor shall provide Licensee with a link to access the Work via Google Drive (the “**Log-In Information**”), such access to commence within one week of receipt of a fully executed Agreement. Licensor will send the Log-in Information to the e-mail address(es) of the Authorized User(s), such e-mail address(es) to be provided by Licensee. Licensee shall take all reasonable steps to maintain the confidentiality of all Log-In Information.

7. **Indemnification.**

(A) Licensee shall fully indemnify, defend, and hold harmless Licensor from and against any and all claims, losses, damages, expenses, and liability, including, without limitation, suits arising from offering, promoting, advertising, or use by Licensee of the Work, whether or not such use conforms to standards set by Licensor.

(B) Licensor has the right, but shall not be obligated, to maintain federal registration of the Work. In the event that Licensee becomes aware of any claimed or alleged infringement of the Work by a third party, Licensee shall promptly advise Licensor in writing of the nature and extent of such infringement or dilution. Licensor has no obligation to take any action whatsoever in the event that any infringement or dilution occurs with respect to the Work, but Licensor shall have the sole right to determine whether any action shall be taken. In the event Licensor sues or takes other action, legal, equitable, administrative, or otherwise, to stop an infringement or dilution of the Work, Licensee shall cooperate fully with Licensor, but Licensee shall not be obligated to pay any costs or expenses. Licensee has no right to enforce the Work through litigation without prior written authorization of Licensor. In any legal action arising from use, or ownership rights of the Work, where both Licensor and Licensee are co-parties, Licensor retains the right to control the litigation, including any and all settlement negotiations.

8. **Assignment.** This Agreement (including, without limitation, the license granted hereunder) is personal to Licensee and shall not be assigned or transferred by Licensee, including, without limitation, by operation of law, except that, with prompt written notice to Licensor, the Agreement may be transferred to a purchaser of all or substantially all of the assets of Licensee. Any attempt on the part of Licensee to assign, sub-license, or transfer Licensee’s rights under this Agreement except as provided herein shall be invalid and void. Licensor shall have the right to assign its rights and obligations under this Agreement and all its right, title and interest in the Work without the consent of Licensee.

9. **Validity of Works.** Licensee admits the validity of all copyrights and trademarks for the Work and all associated registrations and acknowledges that any and all rights that might be acquired by Licensee because of its use of the Work shall inure to the sole benefit of Licensor.

10. **Notices.** Any notice, demand or request required or permitted to be given under the provisions of this Agreement shall be in writing and delivered personally or by registered or certified mail, return receipt requested, with postage prepaid and addressed to the following persons and addresses, or to such other addresses or persons as any party may request by notice in writing to the other such party:

Licensor: _____

Licensor- Robert Morris University
6001 University Boulevard
Moon Township, PA 15108
Attn: Wendy Beckemeyer
Office of General Counsel

with a copy to:

Any such notice shall be effective when received.

11. **Arbitration.** All disputes arising from the terms of this Agreement shall be subjected to binding arbitration, with one arbitrator selected by each party, and a third arbitrator selected by the two chosen arbitrators. This Agreement shall be governed by and construed in accordance with, the laws of the Commonwealth of Pennsylvania without regard to the conflicts of laws rules thereof. Any arbitration shall be brought in Pittsburgh, Pennsylvania using Pennsylvania laws.

12. **Independent Business Relationship.** Licensor and Licensee are independent contractors and are not and shall not be construed as joint venturers, partners, employer/employee, or agents of the other, and neither shall have the power to bind or obligate the other, except as set forth in this Agreement.

13. **Disclaimer of Warranties; Limitation of Liability.** THE WORK IS PROVIDED "AS IS", AND ALL WARRANTIES OF ANY KIND, PAST OR PRESENT, WHETHER STATUTORY, COMMON-LAW OR FROM A COURSE OF DEALING OR USAGE OF TRADE, INCLUDING WITHOUT LIMITATION IMPLIED WARRANTIES OF MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE, ACCURACY OF INFORMATIONAL CONTENT, TITLE, AND NON-INFRINGEMENT ARE EXPRESSLY DISCLAIMED TO THE FULLEST EXTENT PERMITTED BY LAW. LICENSOR DOES NOT MAKE ANY WARRANTY THAT THE WORK WILL BE AVAILABLE TOTALLY WITHOUT INTERRUPTION OR ERROR-FREE. NO ORAL OR WRITTEN INFORMATION OR ADVICE GIVEN BY LICENSOR OR ITS EMPLOYEES SHALL CREATE A WARRANTY OR IN ANY WAY INCREASE THE SCOPE OF LICENSOR'S OBLIGATIONS HEREUNDER, AND NEITHER LICENSEE NOR ANY AUTHORIZED USER MAY RELY ON ANY SUCH INFORMATION OR ADVICE. IN NO EVENT SHALL LICENSOR BE LIABLE TO LICENSEE, ANY AUTHORIZED USER, OR ANY THIRD PARTY, FOR ANY LOST PROFITS, BUSINESS INTERRUPTION, OR OTHER SPECIAL, INCIDENTAL, CONSEQUENTIAL, PUNITIVE OR INDIRECT DAMAGES, HOWEVER CAUSED AND REGARDLESS OF THEORY OF LIABILITY, ARISING OUT OF OR IN CONNECTION WITH THIS AGREEMENT.

14. **Miscellaneous.**

(A) This Agreement constitutes the entire agreement and understanding of the parties with respect to the subject matter hereof, superseding any and all prior agreements, understandings, negotiations, and discussions. No amendment, alteration, modification, or waiver of this Agreement shall be binding unless evidenced by an instrument in writing signed by the party against whom enforcement thereof is sought.

(B) In the event it becomes necessary for either party to exercise its rights under Paragraph 11, above, to enforce this Agreement or any provisions contained herein, and either party prevails in such action, then such prevailing party shall be entitled to recover, in addition to all other remedies or damages, reasonable attorney's fees and court costs incurred in such suit.

(C) If any provision of this Agreement, or the application of such provision to any person or circumstance shall be held invalid, the remainder of this Agreement, or the application of such provisions to any other persons or circumstances, shall not be affected thereby.

(D) This Agreement may be executed in several counterparts, each of which shall be deemed an original, but all of which shall constitute one and the same document.

[SIGNATURE PAGE TO FOLLOW]

IN WITNESS WHEREOF, the undersigned have executed this Agreement as of the date first above written.

Licensor: Robert Morris University

Licensee: _____

By: _____

By: _____

Title _____

Title _____

Date: _____

Date: _____

EXHIBIT A

Robert Morris University is pleased to share with you the College Affordability Academy®. This is a training initiative for admissions counselors, financial aid officers, faculty mentors and student support staff to make the college financing system as transparent as possible for prospective students. The College Affordability Academy® consists of eight Modules:

- Trends in Student Aid;
- How Your Institution Measures Up;
- Loan Entrance Counseling;
- Financing Higher Ed;
- Debt Management and Counseling Families;
- Majors and Income;
- Impacting Employability; and
- Landing Jobs Over a Lifetime

The outcome(s) of the College Affordability Academy® is designed for anyone involved in the recruitment and enrollment process to be able to provide prospective students and their families with unbiased information about all sorts of money questions, including:

- Student debt and college financing options;
- Students' expected earnings upon graduation;
- How to find third-party ratings and evaluations of colleges and universities and
- How campus employment, study abroad, and internships contribute to lifetime employability.

At Robert Morris, the College Affordability Academy® has changed how we serve prospective students and their families, and has also impacted our staff across campus. From admissions counselors to student affairs advisors and financial aid professionals, we serve students with an emphasis on how to make their college experience not only transformative, but affordable.

The College Affordability Academy® goes beyond information sharing to application of the knowledge and tools taught in the modules. As the modules are completed, we recommend that participants work in interdisciplinary groups to develop capstone projects that help translate what is learned in the Academy to prospective students and their families. Previously completed capstone projects may be viewed by accessing rmu.edu/affordability.

EXHIBIT B

We ask that you please complete the College Affordability Academy Intake Form online through the link provided below. Your data will be used to report on your progress and the effectiveness of the College Affordability Academy® at your institution. Your comments and suggestions will be used for program improvement. We also ask that you survey your participants before and after they complete the program to measure their understanding and the impact of the modules.

Survey Link: <https://www.surveymonkey.com/r/caaintake>