

Instructions for executing this SAWBO distribution license

This Ready-to-Sign license agreement (RtS) includes non-negotiable, standard terms and conditions that are designed to enable rapid licensing. In order to enter into an RtS license agreement and to receive rights to use the intellectual property described in the license, please follow the instructions outlined below.

- Fill in the required information on pages 1, 4, and 5 of the agreement
- Do not alter or write in any other areas of the agreement.
- Sign the completed RtS license using the appropriate non-government-organization officer signature. The OTM does not accept digital signatures but does accept scanned wet-ink signatures in PDF format.
- Email the scanned signed copy of the RtS license agreement and any other required documentation to otm@illinois.edu, or send the signed original RtS license agreement to the following address:

Office of Technology Management
Attention: Director
University of Illinois
319 Ceramics Building, MC-243
105 South Goodwin Avenue, Urbana, IL 61801

- OTM will review the license and either sign it or contact you.

If signed by the University, a fully executed copy of the RtS license agreement will be returned to you using the contact information you provided.

Please send any questions concerning these instructions to otm@illinois.edu or call (217) 333-7862. Thank you for your interest in licensing University of Illinois technologies

NON-EXCLUSIVE DISTRIBUTION LICENSE AGREEMENT

This agreement (“Agreement”) effective as of the date of last signature below (“Effective Date”) between The Board of Trustees of the University of Illinois, a body corporate and politic of the State of Illinois (“University”), and _____, a non-government organization.

WHEREAS, University, through its Scientific Animations Without Borders (“SAWBO”) program, has developed and owns the copyrights in and to a mobile application and its content (“SAWBO App”), further specified in Attachment A, attached hereto and incorporated herein, (“SAWBO App”);

WHEREAS, Licensee desires to have the right, in the “Territory” (defined below), to market and distribute the SAWBO App and the right to include Licensee’s name, trademarks, and/or logo in the SAWBO App; and

WHEREAS, University is willing to non-exclusively license to Licensee such rights to the SAWBO App under the following terms and conditions of this Agreement;

NOW, THEREFORE, in consideration of the mutual promises and covenants contained herein, the parties hereby agree as follows:

1. **Conditional Agreement.** This Agreement is conditioned on University’s approval of Licensee as a qualified business partner, in its sole discretion, which approval shall not be unreasonably withheld. A “qualified business partner” generally means an entity that is in good standing and in compliance with all applicable laws and regulations pertaining to this Agreement, including without limitation, United States export control laws and regulations.

2. **License Grant.** Subject to and conditioned on Licensee’s compliance with the terms and conditions of this Agreement, University grants to Licensee a limited non-exclusive, non-transferable, royalty-free right and license within the territory of _____ (“Territory”) to: (a) display, distribute, and market the SAWBO App by all means of electronic distribution available now or in the future; (b) incorporate Licensee’s name and logo in the SAWBO App through the University, as provided herein; and (c) reproduce the SAWBO App in digital form, as necessary to exercise Licensee’s rights contained in this Section 2 of this Agreement, in connection with all distributions and marketing of the SAWBO App. Licensee agrees that University shall incorporate Licensee’s name and logo in the SAWBO App in the manner and appearance that are acceptable to University in its sole discretion. Licensee agrees that all copies of the SAWBO App made by Licensee shall be identical in appearance and content to the original SAWBO App supplied by University to Licensee, including without limitation, University’s statement of identification and copyright notice.

3. **License Restrictions.** Licensee shall not sublicense any of its rights granted in Section 2, or modify or make any derivative works of the SAWBO App, except as necessary to incorporate Licensee’s name and/or logo as permitted under this Agreement. Nothing in this Agreement shall be construed as conferring any license under any of University’s or any third party’s intellectual property rights, whether by estoppel, implication, or otherwise, except for the limited rights and licenses expressly granted in this Agreement.

4. **Use of Names and Logos.**

4.1 Licensee hereby grants University a limited, non-exclusive, non-transferable, royalty-free license to use Licensee’s name and/or logo and any trademark rights therein (collectively, “Licensee Logo”) for the purpose of incorporating the Licensee Logo into the SAWBO App in connection with Licensee’s distribution of SAWBO Apps in the Territory.

4.2 In connection with the marketing and distribution of the SAWBO App, Licensee shall use the name of University in non-misleading factual statements to credit and attribute University and Dr. Barry Pittendrigh, Dr. Julia Bello-Bravo and Pakpoom Buabthong as the creators of the SAWBO App. Licensee shall not: (a) use University's name in any manner that expressly or implicitly conveys University's endorsement or approval of Licensee or Licensee's products or services or (b) use Licensee's Logo or other name, trade name, trademarks, or designation of Licensee to expressly or implicitly convey that Licensee is the creator of the SAWBO App. Except as provided in the foregoing, Licensee shall not use any name, trade name, trademark or other designation of the University (including any contraction, abbreviation or simulation of the foregoing) in any commercial activity, marketing, advertising or sales brochures without the prior written consent of University, which consent may be granted or withheld in University's sole and complete discretion.

5. **Disclaimer of Warranties; Indemnification.**

5.1 **Disclaimer of Warranties.** The SAWBO App and any content (including, without limitation, any text, data, information, audio, videos, graphics, or photographs) ("Content") are provided "AS IS." UNIVERSITY DISCLAIMS ANY AND ALL WARRANTIES OF ANY KIND OR NATURE, WHETHER EXPRESS OR IMPLIED, RELATING TO PERFORMANCE, MARKETABILITY, TITLE OR OTHERWISE IN ANY RESPECT RELATED TO THE SAWBO App or Content. UNIVERSITY FURTHER DISCLAIMS ANY EXPRESS OR IMPLIED WARRANTIES OF MERCHANTABILITY OR FITNESS FOR A PARTICULAR PURPOSE, AND DISCLAIMS ANY EXPRESS OR IMPLIED WARRANTY REGARDING INFRINGEMENT OF ANY COPYRIGHT, TRADEMARK OR OTHER RIGHTS OF THIRD PARTIES IN CONNECTION WITH THE SAWBO APP, CONTENT, OR MARKETING, OR DISTRIBUTION OF THE SAWBO APP BY ANY PERSON OR ENTITY. Without limiting the generality of the foregoing, University does not warrant (a) the accuracy of the SAWBO App, Content, or any other information provided to Licensee, or (b) the accuracy, safety, or usefulness for any purpose of any of the SAWBO App or Content. Nothing contained in this Agreement shall be construed as either a warranty or representation by University as to the validity or scope of any intellectual property rights.

5.2 **Limitation of Liability.** University assumes no liability in respect of any infringement of any copyright, trademark, or any other right of third parties due to the activities of Licensee under this Agreement. In no event shall University or its affiliates, including its trustees, directors, officers, faculty, staff, students, employees, consultants and agents (collectively, the "Agents"), be responsible or liable for any indirect, special, punitive, incidental or consequential damages or lost profits to Licensee or any other individual or entity regardless of legal theory. The above limitations on liability apply even though University or its affiliates, or any of their Agents, may have been advised of the possibility of such damage. Licensee shall not make any statements, representations or warranties or accept any liabilities or responsibilities whatsoever with regard to any person or entity that are inconsistent with any disclaimer or limitation included in this Section 5.

5.3. **Indemnification.**

(i) None of the University, any of its affiliates, or any of their respective Agents (each an "Indemnified Person") shall have any liability or responsibility whatsoever to Licensee or any other person or entity for or on account of (and Licensee agrees and covenants not to sue any Indemnified Person in connection with) any injury, loss, or damage of any kind or nature, sustained by, or any damage assessed or asserted against, or any other liability incurred by or imposed upon, Licensee or any other person or entity, whether direct, indirect, special, punitive, incidental, consequential or otherwise arising under any legal theory (and further excluding without limitation any existing or anticipated profits or opportunities for profits lost by Licensee), arising out of or in connection with or resulting from (a) the use, reproduction, or distribution of the SAWBO App or Content by Licensee; (b) any use of the SAWBO App or Content by a third party; or (c) any advertising, marketing or other promotional activities with respect to any of the foregoing. Licensee shall indemnify and hold each Indemnified Person harmless against all claims, demands, losses, damages or penalties (including but

not limited to reasonable attorney's fees and expenses at the pretrial, trial or appellate level) made against any Indemnified Person with respect to items (a),(b), or (c) above, whether or not such claims are groundless or without merit or basis.

(ii) Licensee shall obtain and carry insurance in full force and effect with the coverages and limits as are reasonably adequate to ensure that Licensee can meet its obligations to University pursuant to this Section 5, the nature and extent of which insurance shall be commensurate with usual and customary industry practices for similarly situated companies. Such insurance will be written by a reputable insurance company reasonably acceptable to the University authorized to do business in the State of Illinois, will name the University as an additional insured under all general liability and product liability policies and shall require thirty (30) days written notice to be given to University prior to any cancellation or substantive policy change. Licensee will provide University with appropriate certificates of insurance for each such policy from time to time as requested by University reflecting the obligations of Licensee pursuant to this subsection.

(iii) Licensee's obligations under this Section 5 shall survive the expiration or earlier termination of all or any part of this Agreement.

6. **Term and Termination.**

6.1 **Term.** This Agreement shall become effective as of the Effective Date and shall remain in effect for five (5) years.

6.2 **Termination without Cause.** This Agreement may be terminated by either party by thirty (30) days written notice to the other party.

6.3 **Termination for Breach.** Either party may terminate this Agreement as specified herein if the other party commits a material breach of this Agreement. If the breach cannot be remedied, then the non-breaching party may terminate this Agreement immediately upon notice to the breaching party. If the breach is capable of being remedied, then the non-breaching party must provide written notice of the breach to the breaching party. If the breaching party fails to cure such breach within ten (10) days after receiving such written notice, then the non-breaching party may terminate this Agreement, or specific rights and licenses granted under this Agreement, immediately upon providing written notice of termination to the breaching party.

6.4 **Effect of Termination.** If this Agreement terminates for any reason, on the effective date of termination Licensee shall immediately cease reproducing, distributing, and marketing the SAWBO App, and Licensee must destroy all copies of the SAWBO App in Licensee's possession on the date of termination within 10 days of this Agreement's termination. The following provisions of this Agreement: Article 5 (Disclaimer of Warranties; Indemnification); this Article 6 (Term and Termination); and Article 8 (Miscellaneous) shall survive termination or expiration of this Agreement.

7. **Notices.** Any notice given under this Agreement will be in writing, will reference this Agreement, and will be deemed given when (a) delivered personally; (b) when sent by confirmed facsimile; (c) three (3) days after having been sent by registered mail, return receipt requested, postage prepaid; or (d) one (1) day after deposit with a commercial overnight carrier, with written verification of receipt. All communications will be sent to the addresses set forth below or to such other address as may be designated by a party giving written notice to the other party pursuant to this Section 7.

(a) Address for Notices to University:	Office of Technology Management Attention: Director University of Illinois 319 Ceramics Building, MC-243 105 South Goodwin Avenue Urbana, IL 61801
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(b) Address for Notices
to Licensee:

FEIN: _____

8. **Miscellaneous.**

8.1 **Governing Law.** This Agreement is governed and interpreted under the laws of Illinois, excluding its conflict of laws provisions.

8.2 **Jurisdiction.** In consideration of the performance by University of this Agreement, Licensee agrees that, unless otherwise agreed by University in writing, all actions or proceedings related to this Agreement shall be litigated in courts located within the State of Illinois. Licensee (i) consents and submits to the jurisdiction of any local or state court located within said state, (ii) consents to delivery and service of process by means of the notice provisions established in this Agreement, and (iii) shall not bring any action or claim against University in any other jurisdiction without the prior written consent of University granted in University's sole discretion.

8.3 **Enforcement.** If for any reason a court of competent jurisdiction finds any provision of this Agreement, or portion thereof, to be unenforceable, that provision of the Agreement will be enforced to the maximum extent permissible so as to effectuate the intent of the parties and the remainder of this Agreement will continue in full force and effect. Any express waiver or failure by either party to promptly enforce any provision of this Agreement will not create a continuing waiver or any expectation of non-enforcement of that or any other provision.

8.4 **Assignment.** This Agreement shall not be assigned, by operation of law or otherwise, by Licensee without the prior written consent of University granted or withheld in the discretion of the University. Prior to any such assignment becoming effective, all amounts due must be paid in full and a permitted assignee must agree in writing to become bound by this Agreement.

8.5 **Amendment.** This Agreement may not be modified or amended, in whole or in part, except by the execution of a written instrument signed by an authorized representative of each party.

8.6 **Entire Agreement.** This Agreement, including any appendices or exhibits, embodies the entire agreement and understanding of the parties with respect to the subject matter hereof, and shall supersede all prior or contemporaneous agreements, representations, statements, communications and understandings, either verbal or written, between the parties relating to such subject matter.

8.7 **Relationship of Parties.** The parties to this Agreement are independent contractors. There is no relationship of principal to agent, master to servant, employer to employee, or franchiser to franchisee between the parties. Neither party has the authority to bind the other or incur any obligation on its behalf.

8.8 **Export Controls.** Licensee agrees to strictly comply with any and all applicable United States export control laws and regulations and foreign export or import laws and regulations.

8.9 **Counterparts/Facsimiles.** This Agreement may be executed in multiple counterparts, each of which when taken together shall constitute one and the same instrument. The parties agree that duplicated or facsimile signatures shall be deemed original for all purposes.

IN WITNESS WHEREOF, the parties hereto have caused this Agreement to be duly executed on the date set forth under their signatures below, and effective as of the date of the last party to sign.

THE BOARD OF TRUSTEES OF
THE UNIVERSITY OF ILLINOIS

BY: _____

NAME: _____

TITLE: _____

DATE: _____

ATTEST: _____
_____, Secretary

Licensee:

BY: _____

NAME: _____

TITLE: _____

DATE: _____

Approved for form University legal counsel KAH 11/2015

Attachment A to:

Non-Exclusive Copyright Distribution Agreement

Description of SAWBO App

SAWBO Deployer Application from Scientific Animations Without Borders (SAWBO) is a mobile application (“App”) that allows educators to easily view and share SAWBO’s educational animations on diverse topics related to agriculture, health, women empowerment and other, and in number of languages.

SAWBO creates educational animations and places them into languages from around the world. The SAWBO library of materials is growing rapidly, with currently over 600 animations in over 90 languages. The SAWBO Animations are intended for users of all levels of literacy.

This App allows educators, especially in developing nation countries, to access the animations, download them on their phones or tablets, and then share them with target audiences.