UNIVERSITY OF THE PHILIPPINES

**Office of the Vice Chancellor for Research and Development**

 Intellectual Property and Technology Transfer

**Request to Use UP Trademarks, Symbols, Images, Icons and Other Marks**

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| **Date:** |  | **TM License No.:** |  |
| **Organization:** |  | **Mark/s Licensed:** |  |
| **Type of License:** | [ ]  **Royalty-exempt** | [ ]  **Royalty-bearing**: 5% Royalty Fee due on \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_*(Please bring this conforme and pay at the UP Diliman Cashier’s Office and submit a photocopy of the Official Receipt to OVCRD)* |

**TERMS AND CONDITIONS**

1. The use of the marks on the licensed merchandise that you will produce, make, and/or offer to sell shall be royalty-exempt if sourced from a Trademark (TM) Licensee of UP. If the merchandise will be produced by a non-TM Licensee of UP, your organization shall pay to the university a **Royalty Fee equal to five per cent (5%) of the merchandise’s wholesale price**;
2. The privilege of the organization to authorize a non-TM Licensee to manufacture or produce the licensed merchandise is limited to producing the licensed merchandise for your organization only. The organization therefore assumes all responsibility and liability for any and all actions undertaken by the manufacturer which are or shall be contrary to the terms and conditions of this license;
3. Within thirty (30) days from the end of duration of the activity, your organization shall render and submit to OVCRD a written statement of the Actual Sales Report certified by the organization’s auditor, showing the royalty fee due to UP;
4. Your license to use the specified UP trademarks, logo, symbols, images and icons is time-limited and covers only the period indicated in this form’s duration of the activity**.** No extension of time to use said marks on the licensed merchandise, including the production, marketing and sale hereof will be allowed;
5. Your organization’s promotion, marketing and sales materials shall contain a notice that your organization has been licensed and authorized by the University of the Philippines to use its UP trademarks, symbols, images, icons and other marks for a limited and fixed period only;
6. Upon expiration of the license, the organization shall automatically cease and desist in producing, promoting, marketing, and selling of any merchandise bearing the marks of UP. Your organization shall likewise cease and desist, pull-down, and delete any and all on-line and web-based marketing and sale activities;
7. With the use of the UP marks, your organization automatically assigns to UP your copyright on the designs for the licensed merchandise such that unless authorized by UP, through OVCRD, said designs may not be used by entities other than your organization;
8. This license is exclusively granted to your organization and thus, does not cover and extend to any one or all of your manufacturers, suppliers and/or distributors. Under no instance shall your manufacturer, supplier or distributor produce or sell your merchandise without the written permission from the university;
9. Your organization will not alter, modify and/or dilute the licensed marks, images and icons in such manner as to misuse the same or bring them into disrepute;
10. The design/s of the licensed merchandise shall be subject to the provisions of the UP Brand Book;
11. Your organization shall only produce, sell and market UP-branded merchandise of high product quality which includes accurate reproduction of the licensed marks on licensed products; and
12. Your use of the UP marks shall be subject to the provisions of the UP Intellectual Property Rights (IPR) Policy of 2011 and such other related laws, rules and regulations.

**Please sign at the space provided below to signify your understanding, conformity and/or agreement of the above terms and conditions.**

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| **Signature over Printed Name****Director/President** |  | **Signature over Printed Name****Faculty Adviser** |

**Please be advised that your request was favorably considered and permission to use the cited UP marks is hereby granted, subject to the above terms and conditions.**

**FIDEL R. NEMENZO, D.Sc.**

Vice Chancellor for Research and Development