**LICENSE AGREEMENT**

**(non-exclusive)**

1. **VSB – Technical University of Ostrava**

ID: 61989100

Registered office: 17. listopadu 2172/15, 708 00 Ostrava-Poruba

Mailbox ID: d3kj88v

Represented by: Prof. RNDr. Václav Snášel, CSc., Rector

(hereinafter referred to as the “Licensor”; “VSB-TUO”)

**and**

1. **Legal/natural person:** ............................

ID/Name: ............................

Registered office/Permanent residence: ......................

Mailbox ID: .....................

Represented by: .........................

(hereinafter referred to as the “Licensee”)

**Article I**

**Subject of the Agreement**

The subject of this Agreement is the granting of a license to use the trademark specified in Article II of this Agreement by the Licensor to the Licensee for the purposes, in the manner and under the terms and conditions set forth in this Agreement.

 **Article II**

**The right to use the trademark**

1. The Licensor is the sole owner of the right to use the trademark, which is registered in the trademark database of the Industrial Property Office in the Czech Republic:
* Number: O-553700, 374128,
* Registration number: 374128,
* Date of application: 11 February 2019,
* Date of entry: 10 July 2019,
* The text/reproduction of the trademark is attached as Annex 1 to this Agreement.

It is the logo of VSB – Technical University of Ostrava and all its derivative shapes, hereinafter referred to as the “VSB-TUO logo”.

1. The Licensor declares to the best of its knowledge that no third party has any other right to use the VSB-TUO logo that may interfere with the use of the rights under this Agreement.

**Article III**

**Authorisation to use the trademark – licence**

1. The Licensor grants to the Licensee a free and non-exclusive license to use the VSB-TUO logo for the duration of this Agreement, in the territory of the Czech Republic. The Licensee accepts this licence and undertakes to use the VSB-TUO logo only in accordance with the terms and conditions and in the manner specified in this Agreement.
2. The Licensee agrees to use the trademark specified in Article II of this Agreement as follows:
* Name of the event/project in which it will be used: .................
* Implementation date/time of use: .............
* Reason for use: ................
* Method of use (print, online, in the event space, other): ..................

**Article IV**

**Obligations of the Contracting Parties**

1. The Licensee undertakes to keep secret from third parties and its employees all information relating to the VSB-TUO logo and the authorisation to use the rights during the term of this Agreement and undertakes to maintain confidentiality. Information concerning this Agreement and the trademark is a trade secret and is subject to protection.
2. The Licensee declares that the use of the VSB-TUO logo will always be in accordance with the laws of the Czech Republic, in accordance with moral principles, will be in the interest of the University, and the use of the VSB-TUO logo will not damage the good name of VSB-TUO. It is up to VSB-TUO to decide whether a given use is in the interest of VSB-TUO or whether it damages its good name.
3. The Licensee is obliged to use the VSB-TUO logo in accordance with the Manual of Uniform Visual Style, available on the website vizual.vsb.cz, and, at the same time, send a preview of the intended use of the logo in advance by e-mail to vizual@vsb.cz.
4. If, according to the Licensor’s interpretation, there is a breach of this Agreement, including a breach of Article IV(2) and (3) of this Agreement, this shall give the Licensor the right to withdraw from this Agreement with immediate effect. The cancellation must be made in writing and delivered to the Licensee. This is without prejudice to the right to compensation. In such a case, VSB-TUO shall also have the right to order the Licensee to remove the existing use of the trademark. If the Licensee fails to remove the use of the trademark in such a case, a contractual penalty of CZK 5,000 shall be agreed for each individual case of infringement, which shall be payable within 10 days from the date of delivery of the demand for payment.
5. The Licensee undertakes to inform the Licensor in advance in the event of a change in any material information concerning the Licensee, including a change in its registered office, a change in the objectives of its activities, the purpose of the intended use of the VSB-TUO logo, etc.

**Article V**

**Sublicensing, transfer and assignment of rights**

The Licensee shall not offer or grant any sublicense to any third party or assign any rights or obligations under this Agreement without the prior written consent of the Licensor.

**Article VI.**

**Final provisions**

1. This Agreement is concluded for a definite period of time, from the date of validity and effectiveness of the Agreement until the date specified in Article III, paragraph 2 of this Agreement.
2. The Agreement shall enter into force and effect on the date of signature by both Contracting Parties.
3. This Agreement may be terminated at any time by agreement of the Contracting Parties or by notice given by one of the Contracting Parties without assigning any reason, subject to a one-month notice period commencing on the first day of the calendar month following the month in which the notice is delivered to the other Contracting Party. The Agreement may also be terminated by the Licensor’s withdrawal under this Agreement.
4. Any changes or additions to this Agreement may only be made by written amendments signed by both Contracting Parties.
5. The Agreement is drawn up in two copies, each of which shall be valid as an original.

Date: .....................

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Licensor Licensee

Annex 1: reproduction/wording of the trademark

