

LICENSE AGREEMENT

THIS License Agreement (hereinafter, "Agreement") made this **1 st** day of **November 2011** , by and between Indiana University of Pennsylvania of the State System of Higher Education, Indiana, Pennsylvania (hereinafter, "University") and **Michael Moreau d/b/a Moreau Technical Services**, Indiana, Pennsylvania (hereinafter Licensee).

WITNESSETH:

WHEREAS, Licensee is desirous of obtaining certain use of the University's facilities for the purpose of **providing IT signs and graphic designs**.

NOW THEREFORE, for and in consideration of the terms and conditions of this Agreement, and other good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, the University and Licensee hereby agree as follows:

- 1. License.** The University hereby grants to Licensee a license to use the campus facilities at **Room 20** , 650 South 13th Street known as the Robertshaw Building as specified in Attachment A for the purpose of **providing IT signs and graphic designs**. A formal business plan is required and should be on file in the Incubator office no later than **May 1, 2012** . Income Statement, Balance Sheet, and Statement of Cash Flow are required for each quarter and a final report for the fiscal year. No retail selling at this location. No pets are permitted in the building.
- 2. Term.** The term of this license shall commence **November 1, 2011** or upon approval of this Agreement by the Office of Attorney General of Pennsylvania, whichever is later, and shall continue, unless otherwise terminated, for a period of one year. The license may be renewed for up to four additional one-year terms by mutual agreement of the parties in writing. The total length of the license including renewals will not exceed five years.

In the absence of written notice by either the University or Licensee of the intent to terminate the Agreement prior to thirty days before the expiration of the term or any renewal thereof ,the continued use by licensee shall be considered a lawful continuation of the use of the facilities on a month-to-month basis until such time as either party shall give the other party a one-month notice of intent to terminate the Agreement.

- 3. Costs.** In consideration of the ability to use the facilities, Licensee agrees to pay the University the amount of **\$ 129.00 for the month of December 2011 if this Agreement has been legally approved by then. Beginning January 2012 rent will be \$258.00 per month for the period ending October 31, 2012** . Upon which time the agreement and rental costs will be reviewed. **November 2011 will be rent free.**

Payment shall be made by the 10th day of each month and made **payable to Indiana University of Pennsylvania** and forwarded as followings:

Cathy Smith
664 Pratt Drive, Room 324
Eberly College of Business and Information Technology
Indiana University of Pennsylvania
Indiana, Pennsylvania 15705

4. Insurance. Licensee shall provide the University in advance of its use of the facilities a copy of a certificate of insurance obtained by Licensee for comprehensive general liability insurance covering property damage liability and bodily injury in amounts of no less than Two Hundred Fifty Thousand Dollars (\$250,000.00) per person and One Million Dollars (\$1,000,000.00) per incident. The University shall be named as an additional insured on any such certificates, and the certificates shall provide that the insurance carrier will give advance notice to the University of any termination, cancellation or discontinuance or modification in coverage of the insurance.

Licensee will procure and maintain insurance or self-insured coverage of Worker's Compensation Insurance for all its employees in an amount sufficient under the laws of Pennsylvania. A copy or evidence of the same shall be provided to the University upon the signing of this Agreement.

Fire and theft insurance are strongly recommended in amounts pertinent to the exposure of Licensee, based upon its on assessment.

5. Liability. In providing Licensee with services and/or use of facilities, the University is not accepting any liability or responsibility for their utilization or for any decisions of Licensee that may be made in connection with them. Licensee agrees that the University, or any of the University's officers, agents or employees (collectively the University), shall not be responsible for the loss or damage to personal property and equipment of Licensee, its employees, agents, or contractors by fire, theft, vandalism or other hazard. Further, Licensee agrees to indemnify and hold harmless the University and its officers, agents and employees from all liability and/or contractual claims in relation to any personal injuries (including death) to any person whatsoever, or any losses or expenses due to such personal injuries or due to instance of or damages to personal property, arising from or related to the use of the facilities provided in this Agreement to Licensee, its employees, agents, representatives, or its contractors.

Nothing in this Agreement imposes greater liability on the University than that which exists under existing statutory and decisional law of Pennsylvania.

6. No Leasehold Interest. The University grants in this Agreement to Licensee a non-exclusive, non-transferable, revocable license only. No leasehold interest for the use of the facility is created under this Agreement.

7. Termination. The license granted for the use of the facilities under this Agreement and/or the University's obligation to provide services may be terminated at any time within the sole discretion of the University upon written notice to Licensee. Licensee may terminate this license at any time without cause by giving thirty (30) days written advance notice to the University. Any damages and/or liabilities arising from this Agreement shall survive the termination of the Agreement. This provision is in addition to and not in limitation of any other remedy the University may have for breach of the Agreement.

8. Nondiscrimination Clause. Attached hereto and incorporated herein is a Nondiscrimination Clause, Rider A, 2 pages.

9. Independent Contractors. The University and Licensee acknowledge that they are independent contractors in regard to this Agreement and the University is not Licensee's agent for any purpose whatsoever and vice-versa. Neither party will have the authority to enter into any contract nor assume any obligation for the other, nor will anything herein be construed to establish any partnership, joint venture or principal-agent relationship between the University and Licensee.

10. Utilities and Maintenance. The University will provide utilities to the facility including heat, air conditioning, sewage, water, janitorial service in common areas only, electrical service at the level established prior to this agreement, external landscaping, lawn and shrub care and ordinary building maintenance. The University will not be responsible for the cost of telephone service for the licensed facilities. Upon timely notice by Licensee, the University will be responsible for repair of University-owned property due to reasonable wear and tear arising from ordinary use, including repairs to the heating and air conditioning units and repair of clogged drains. The University will maintain the grounds of the facilities, including providing snow removal. The University will paint the facility when it determines in its sole discretion that painting is required. Licensee will be responsible for ensuring that daily janitorial services are obtained for cleaning the facility.

11. Damage of University Property. In case of damage or destruction to the property of the University due to conduct, whether intentional or unintentional, by Licensee or its employees, agents, representatives, contractors, or invitees and not due to ordinary wear and tear, Licensee will be responsible for the cost of replacing the property destroyed, or at the University's option, for the cost of restoring the property to its original condition.

12. Damage to Property of Licensee. The University accepts no responsibility whatsoever for any property brought onto University premises, and the University is hereby expressly relieved and discharged from any and all liability from any loss, damage, or destruction of property that may be sustained by Licensee in connection with the performance of this Agreement.

13. Applicable Laws. Licensee agrees that no activity shall be conducted on the University's premises in violation of any applicable law or in violation of any University regulation, or in opposition to any reasonable direction that may be issued from time to time by the University Administration. Licensee will have sole responsibility for ensuring that its use of the facility pursuant to this license will be in full compliance with federal, state and local laws.

14. Modification of Facilities. Request for any modifications or alterations to the facilities must be submitted in writing to the University for written approval prior to actual modifications or alterations are made. The Licensee will be responsible for any modifications or alterations to the structure of the facilities or its fixtures that are necessary to secure or maintain licenses or certifications of the facilities required by law or requested. Any Licensee requirements for additional electrical power or water/garbage disposal above and beyond that currently provided will be at the expense of the Licensee. All improvements resulting from any modification or alteration by the Licensee will become the property of the University and, upon execution of this agreement, Licensee must provide an itemized listing of all modifications and alterations to the space Licensee is occupying..

15. Ejectment. The University reserves the right to eject any objectionable person or persons from the University premises at all times, including periods when the facility is being provided to Licensee pursuant to this Agreement.

16. Delay of Performance. The University shall have no liability for any failure to perform or delay in performance due to any circumstances beyond its reasonable control, such as but not limited to fire, flood, work stoppage or strikes, loss of the use of a building or buildings due to construction or maintenance problems, acts of God and the like.

17. Assignment. Licensee may not assign this Agreement without the prior written permission of the University.

18. Entire Agreement. This Agreement contains the entire agreement between the University and Licensee concerning the use of the facility and supersedes all prior oral or written agreements or understandings.

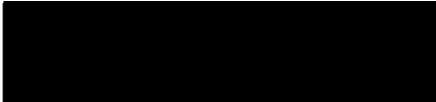
19. Modification. No changes shall be made in any of the terms of this Agreement without the prior written consent of both parties and with the same formality as this original Agreement.

20. Controlling Law. This Agreement will be construed and interpreted in accordance with the laws of the Commonwealth of Pennsylvania.

21. Binding Effect. This Agreement shall not be binding and shall have no legal force or effect until the review and approval of the Office of University Legal Counsel of the State System of Higher Education and the Office of Attorney General of Pennsylvania is obtained.

IN WITNESS WHEREOF, the parties hereto have executed this Agreement as of the day and year first written above.

Michael Moreau , d/b/a Moreau Technical



Michael Moreau



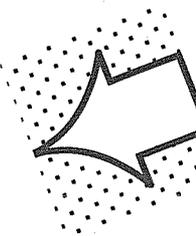
Vice President for Administration and Finance

EIN: 208743996

REVIEWED AS TO FORM AND LEGALITY:



Deputy Attorney General
Commonwealth of Pennsylvania



Ref:st:contract.iup

EFFECTIVE DATE
NOV 18 2011
OF CONTRACT

Rider A

NONDISCRIMINATION CLAUSE

DURING THE TERM OF THIS CONTRACT, CONTRACTOR AGREES AS FOLLOWS:

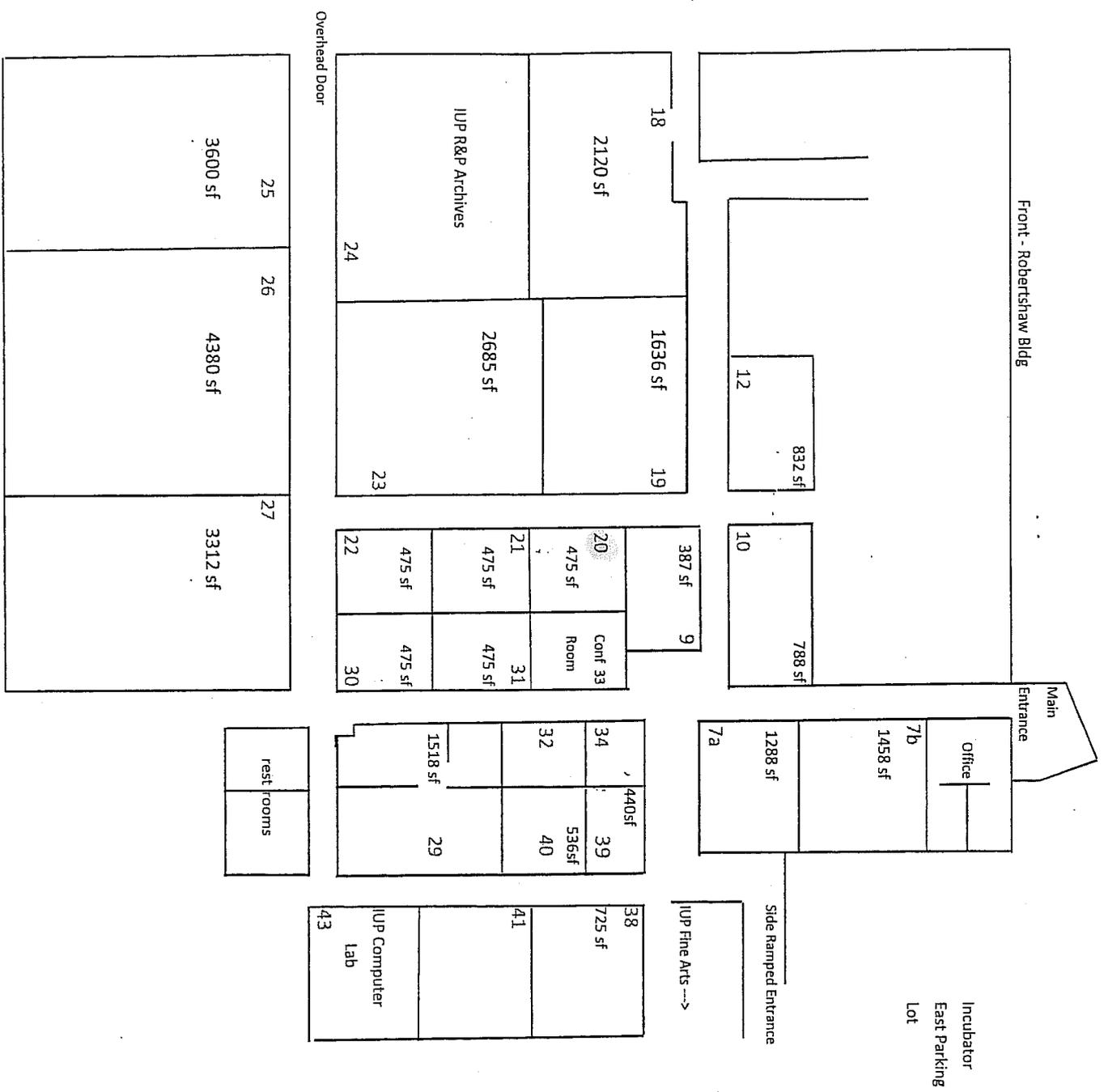
1. Contractor shall not discriminate against any employee, applicant for employment, independent contractor or any other person because of race, color, religious creed, ancestry, national origin, age or sex. Contractor shall take affirmative action to ensure that applicants are employed, and that employees or agents are treated during employment without regard to their race, color, religious creed, ancestry, national origin, age or sex. Such affirmative action shall include, but is not limited to the following: Employment, upgrading, demotion, or transfer, recruitment or recruitment advertising, layoff or termination, rate of pay or other forms of compensation; and selection for training. Contractor shall post in conspicuous places, available to employee, agents, applicants for employment and other person, a notice to be provided by the contracting agency setting forth the provisions of this nondiscrimination clause.
2. Contractor shall in advertisements or requests for employment placed by it on its behalf, state that all qualified applicants will receive consideration for employment without regard to race, color, religious creed, ancestry, national origin, age or sex.
3. Contractor shall send each labor union or workers representative with which it has a collective bargaining agreement or other contract or understanding, a notice advising said labor union or workers' representative of its commitment to this nondiscrimination clause. Similar notice shall be sent to every other source of recruitment regularly utilized by Contractor.
4. It shall be no defense to finding of non-compliance with this nondiscrimination clause that Contractor has delegated some of its employment practices to any union, training program or other source of recruitment which prevents it from meeting its obligations. However, if the evidence indicates that the Contractor was not on notice of the third-party discrimination or made a good faith effort to correct it, such factor shall be considered in mitigation in determining appropriate sanctions.
5. Where the practices of a union or of any training program or other source of recruitment will result in the exclusion of minority group persons, so that Contractor will be unable to meet its obligations under this nondiscrimination clause, Contractor shall then employ and fill vacancies through other nondiscriminatory employment procedures.

Rider A

Nondiscrimination Clause - Cont'd.

6. Contractor shall comply with all state and federal laws prohibiting discrimination in hiring or employment opportunities. In the event of Contractor's noncompliance with the nondiscrimination clause of this contract or with any such laws, this contract may be terminated or suspended, in whole or in part, and Contractor may be declared temporarily ineligible for further Commonwealth contracts, and other sanctions may be imposed and remedies invoked.
7. Contractor shall furnish all necessary employment documents and records to, and permit access to its books, records and accounts by, the contracting agency and the Office of Administration, Bureau of Affirmative Action, for purposes of investigation to ascertain compliance with the provisions of this clause. If Contractor does not possess documents or records reflecting the necessary information requested, it shall furnish such information on reporting forms supplied by the Bureau of Affirmative Action.
8. Contractor shall actively recruit minority subcontractors or subcontractor with substantial minority representation among their employees.
9. Contractor shall include the provisions of this nondiscrimination clause in every subcontract, so that such provisions will be binding upon each subcontractor.
10. Contractor's obligations under this clause are limited to the Contractor's facilities within Pennsylvania or, where the contract is for purchase of goods manufactured outside of Pennsylvania, the facilities at which such goods are actually produced.

Visitor and Incubator Owner Parking



2024-01-15 10:00 AM

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