South Dakota State University Trademark and Licensing Office Fact Sheet

The purpose of the South Dakota State University Trademark and Licensing Office is to protect and promote the name, symbols, and trademarks that are associated with the university on apparel and other merchandise for internal and external consumption.

The SDSU Trademark and Licensing Office is charged with:

- Protecting and controlling use of the university name and marks;
- Developing cooperative relationships with licensees;
- Distribution and approval of artwork;
- Promotion of products and designs that are consistent with the university's image, reputation, and goals;
- Supporting the university's strategic branding plan.

Any company producing products bearing the logos, trademarks, word marks, or having an implied association with South Dakota State University must be licensed with the South Dakota State University Trademark and Licensing Office, which approves all products and designs and ensures proper labeling as appropriate. In addition, the South Dakota State University Trademark and Licensing Office seeks to ensure that all products and designs submitted for licensing are safe for consumers and project the proper image of the university. The South Dakota State University Trademark and Licensing Office receives the following:

- 10% royalty on first invoice price of the licensed merchandise that is sold.
- Advance royalty fees of $250 for apparel and $100 for non-apparel items.
- An annual $80 administration fee from all licensed vendors.
- A $350, one-time, nonrefundable application fee for new vendors seeking a license.
- A Minimum Royalty per Unit (MRU) applied to all t-shirts, sweatshirts and caps. (The MRU per t-shirt is $0.50, sweatshirt is $1.00, and cap is $0.50)

One of the most important functions of the South Dakota State University Trademark and Licensing Office is to protect SDSU's legal interests in its registered trademarks. State and federal laws require that SDSU actively safeguard registered trademarks from improper use in order to protect its legal ownership interest in them.

**Licensing Agreements**

A license is required for any individual, organization, or company wishing to use the university's trademarks, word marks, or logos for commercial use. The SDSU Trademark and Licensing Office must approve all commercial uses prior to production and sale of products. Licensing agreements cannot be transferred.
There are two types of license agreements available to vendors seeking to market products bearing logos and trademarks of SDSU:

- Nonexclusive Standard Licensing Agreement for production of emblematic merchandise that will be sold by an individual or company in retail.
- Nonexclusive Crafter Licensing Agreement for production of handcrafted goods to be sold to consumers at arts festivals, street fairs, holiday craft shows or Web sites.

**Licensing Standards and Policies**

All merchandise bearing South Dakota State University trademarks and logos must be approved by the SDSU Trademark and Licensing Office and must be produced by officially licensed vendors. No retail outlet or vendors are exempt, including the SDSU Bookstore, Jackrabbit Central, any approved SDSU online merchandisers, and SDSU-recognized student groups and University departments/organizations, including the SDSU Alumni Association and SDSU Foundation. No promotional, corporate, or departmental merchandise bearing SDSU logos or trademarks are exempt. This includes items for sports camps, fundraisers, golf outings, parents groups, Letterwinners Club and the Jackrabbit Club. In addition, all vendors and groups must have their artwork approved prior to production.

Royalties are paid on all items, unless exempted through the university's licensing & trademark waiver process.

A Crafter Licensing Agreement does not allow more than 250 units to be sold per year under this type of license. No sales will be permitted on a wholesale basis or to a third party vendor. A $200 annual fee, samples of any items being produced and restricted sales of less than $2,500 per year are required. If sales are equal to or exceed $2,500, the licensee will be required to have a Standard Nonexclusive Licensing Agreement. A Crafter License is exempt from Minimum Royalty Units and up-front royalty fees. The licensee must pay royalties on products sold.

**Prohibited Products**

SDSU will consider numerous products for the licensing program. However, South Dakota State University will not allow the use of university trademarks or logos in conjunction with or making reference to:

- Alcoholic beverages, consumption and/or abuse
- Tobacco products and usage
- Drugs or drug paraphernalia
- Dangerous products such as firearms, explosives, and petroleum-based fuels
- Obscene or disparaging products including, but not limited to, caricature poster art or designs that could degrade the university’s reputation
- Sexually suggestive products, conduct, or imagery including but not limited to, inappropriate slogans printed on clothing, or the configuration of certain novelty items
- Health-related products
- Gambling
- Political and religious endorsement
- Vulgar language
• Any product that bears SDSU trademarks and/or logos that are deemed by the university to be unacceptable or inappropriate.

Co-licensing

The SDSU Trademark and Licensing Office must obtain approval from any other institution or organization whose logos and/or trademarks are used in conjunction with the logos and trademarks of South Dakota State University. Co-licensing typically results in higher overall royalties.

Promotional Use and Partnerships

Individuals or entities that contract with South Dakota State University for goods or services that request permission to use SDSU logos, trademarks, and word marks to imply or explicitly state a relationship or partnership with SDSU must make the request through SDSU University Relations in writing. No individual or entity is allowed to use the logos, trademarks, and word marks to imply an endorsement of their goods or services by virtue of their contract with SDSU.

Code of Conduct – Fair Labor Association

South Dakota State University has a deep respect for the intrinsic value of each human being and a steadfast commitment to promoting and protecting human rights on its Brookings, South Dakota campus, in its surrounding community and beyond. For this reason, SDSU shall engage in business practices that affect positive change in human working conditions domestically and abroad. South Dakota State therefore requires all of its standard and limited licensees to conduct business in such a way that SDSU will not benefit from the gross exploitation of U.S. or international labor. All licensees are required to become a member of the Fair Labor Association (www.fairlabor.org).

SDSU’s Code of Conduct

Compliance with Laws and Regulations: Manufacturers will comply with all applicable laws and regulations, including local and national codes, rules and regulations, applicable treaties, and industry standards. Additionally, manufacturers must comply with the Manufacturer Code of Conduct.

Safety and Health: Conditions in all work and residential facilities provided by the manufacturer must be safe, clean, and consistent with all applicable laws and regulations; ensuring reasonable access to clean water and sanitary facilities, fire safety, and adequate ventilation.

Child Labor: Manufacturers will not use child labor. No worker shall be employed under the age of 15 (or 14 where local law allows), or under the age of completion of compulsory education, or under local legal minimum age for employment.

Forced Labor: The use of forced or involuntary labor is not permitted.

Coercion and Harassment: Manufacturers shall ensure that no worker is subject to any physical, sexual, psychological, or verbal harassment or abuse.

Discrimination: Discrimination in hiring and employment practices, including working conditions,
job assignments, salary, benefits, promotions, discipline, termination, or retirement on the basis of gender, race, ethnic or social origin, religion, age, sexual orientation, national origin, political opinion, or disability is prohibited.

Working Hours: Except in extraordinary business circumstances, workers shall not be required to work more than the legally prescribed limits, or 60 hours per week. One day off in every seven-day period shall be provided. Manufacturers will comply with applicable laws that entitle workers to vacation time, leave periods, and holidays.

Compensation: Wages are essential to meeting employees' basic needs. Manufacturers will compensate employees by providing wages, including overtime hours at such premium rates as is legally required. In situations where legal minimum wage does not cover a decent living, vendors are encouraged to provide more adequate compensation to meet basic needs. Manufacturers will provide employee benefits in accordance with applicable laws and regulations.

Environmental Compliance: Manufacturers must comply with all applicable environmental laws and regulations. We encourage our manufacturers to minimize their impact on the environment by striving to reduce waste, energy use, and emissions to air, ground, and water; handle, store, and dispose of materials in an environmentally safe manner; pursue factory recycling and reuse initiatives; and implement environmentally friendly technologies.

Publication: Code of Conduct must be communicated to all employees. Code of Conduct is to be prominently posted, in the local language, ensuring that it is readily accessible to employees at all times.

Product Labeling

South Dakota State University is a member of the Collegiate Licensed Properties Association. It is a requirement that licensed vendors use the Collegiate Licensed Product label on all merchandise bearing SDSU logos, trademarks, and word marks. You may contact them at clpa@opsecsecurity.com or visit their web site (www.clpa.us).

Contact the South Dakota State Trademark and Licensing Office at 605-688-6594 with questions or to request application materials.

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