**Licensing Agreement (Campus Fee)**

# Cover Sheet and Instructions

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| --- | --- | --- | --- | --- | --- | --- |
| PURPOSE OF DOCUMENT: |  | | | | | |
| CROSS-REFERENCES TO FACILITIES MANUAL (FM): |  | | | | | |
| CONTENTS: | Sample Licensing Agreement (Campus Fee) | | | | | |
| FOR USE WITH:  (Not Applicable to Some Documents) | ✓ | Job Order Contract (JOC) | | | | |
| COMPLETED BY: | ✓ | Filling In | ✓ | Adding Text |  | No Data Required |
| ITS USE IS: | ✓ | Required |  | Optional | | |

**Completion Instructions:**

1. This is sample of a Licensing Agreement that Contractor by virtue of executing an awarded Job Order Contract with the University of California, agrees to sign & Execute with the Job Order Contract Software provider.

**Modifications and Additions:**

1. N/A

**Comments:**

1. Use this version of the Sample License Agreement if the Campus is paying the entire licensing fee to use the JOC Program/Software.

END OF COVERSHEET AND INSTRUCTIONS

**Gordian JOC System License and Agreement**

**(Campus fee version)**

WHEREAS, The University (“Owner” or “the Owner”) has awarded a JOC Contract to the Contractor.

WHEREAS, the Owner has currently selected Gordian’s JOC System/Job Order Contracting (JOC) Solution (“Gordian JOC SolutionTM “) (collectively the “Proprietary Information”, hereinafter further defined) for its JOC Program, which shall be used by Contractor solely for the purpose of fulfilling its obligations under the JOC Contract, including the preparation and submittal of Job Order Schedule of Values, subcontractor lists, and other requirements specified by the Owner and as required or requested under the JOC Contract. Gordian has agreed to provide Contractor with a license to Gordian’s Proprietary Information, and

NOW, THEREFORE, Contractor agrees to the terms and conditions of the following JOC System License (“Agreement”):

Gordian hereby grants to Contractor, without cost to Contractor, and Contractor hereby accepts from Gordian for the term of the JOC Contract (as same may be amended, renewed, or extended), or for such period as Gordian continues to supply the Proprietary Information to the Owner for operation of its JOC Program pursuant to any agreement with the Owner, whichever is shorter, a non-exclusive and nontransferable right, privilege, and license to Gordian’s proprietary JOC System/Gordian JOC SolutionTM and other related proprietary materials (collectively referred to as “Proprietary Information”) to be used for the sole purpose of executing the Contractor’s responsibilities under the JOC Contract (“Limited Purpose”). Contractor hereby agrees that the Proprietary Information shall include, but is not limited to, Gordian‘s JOC information management software applications and support documentation, Construction Task Catalog®, construction cost data, training materials, and any other proprietary materials provided to Contractor by Gordian. In the event the JOC Contract expires or terminates (after any amendments, renewals, and extensions), or Gordian no longer supplies the Proprietary Information to the Owner pursuant to any agreement with the Owner, this JOC System License shall terminate and Contractor shall return all Proprietary Information in its possession to Gordian.

Contractor acknowledges that Gordian shall retain exclusive ownership of all proprietary rights to the Proprietary Information, including all U.S. and international intellectual property and other rights such as patents, trademarks, copyrights and trade secrets. Contractor shall have no right or interest in any portion of the Proprietary Information except the right to use the Proprietary Information for the Limited Purpose set forth herein. Except in furtherance of the Limited Purpose or as otherwise may be approved by Gordian, Contractor shall not distribute, disclose, copy, reproduce, display, publish, transmit, assign, sublicense, transfer, provide access to, use or sell, directly or indirectly (including in electronic form), any portion of the Proprietary Information.

Either party may terminate this Agreement in the event of: (1) any breach of a material term of this Agreement by the other party which is not remedied within thirty (30) days (or such longer period if such default cannot with diligence be cured within such 30-day period and the breaching party is continuing to diligently attempt to cure the breach) after written notice to the breaching party and to the Owner; or (2) the other party’s making an assignment for the benefit of its creditors, or the filing by or against such party of a petition under any bankruptcy or insolvency law, which is not discharged within thirty (30) days of such filing.

Contractor acknowledges and agrees to respect the copyrights, trademarks, trade secrets, and other proprietary rights of Gordian in the Proprietary Information during and after the term of this Agreement, and shall at all times maintain complete confidentiality with regard to the Proprietary Information provided to Contractor, subject to federal, state, and local laws related to public disclosure. Contractor further acknowledges that a breach of any of the terms of this Agreement by Contractor will result in irreparable harm to Gordian for which monetary damages would be an inadequate remedy, and Gordian shall be entitled to injunctive relief (without the necessity of posting a bond) as well as all other monetary remedies

available at law or in equity. In the event that it becomes necessary for either party to enforce the provisions of this Agreement or to obtain redress for the breach or violation of any of its provisions, whether by litigation or other proceedings, the prevailing party shall be entitled to recover from the other party all reasonable costs and expenses associated with such proceedings, including reasonable attorney’s fees.

This Agreement shall be construed under the laws of the State of California without regard to choice of law principles. Both parties irrevocably consent to the jurisdiction and venue of the federal and state courts located in the State of California for purposes of any action brought in connection with this Agreement or use of the Proprietary Information.

# [Insert Contractor’s Full Legal Name] The Gordian Group, Inc.

Signature: Signature:

Name: Name: Ammon T. Lesher

Title: Title: Vice President

# ACKNOWLEDGMENT OF [Contractor]

STATE OF

COUNTY OF

I, the undersigned Notary Public, do hereby certify that the foregoing instrument was acknowledged before me this \_ day of and the document was executed by the above named

of his/her own free will.

Witness my hand and seal this \_ day of , 20 .

Signature of Notary Public