

Exhibit C

Manufacturer's Agreement

LICENSOR: Indiana University

LICENSEE:

TERRITORY OF MANUFACTURE:

LICENSED PRODUCTS: See attached Exhibit

PROPERTY: See attached Exhibit

TO: Office of Licensing and Trademarks
Indiana University
400 East Seventh Street, Room 410
Bloomington, Indiana 47402

The undersigned understands that the Trustees of Indiana University (IU), have licensed the above-named Licensee to manufacture or have manufactured for it the Licensed Products listed on the attachment, utilizing certain designs and names owned by IU identified above as Property. In order to induce IU to consent to the manufacture of the Licensed Products by the undersigned, the undersigned agrees that it will not manufacture the Licensed Products using the Property for anyone but the Licensee; that it will not use child labor in the manufacture of the Licensed Products; that it will not manufacture Licensed Products in any territory other than the above-named Territory; that it will not (unless IU otherwise consents in writing) manufacture any other merchandise utilizing any of the Property; that it will permit such representatives as IU may from time to time (but not more than twice annually) designate to inspect the activities of the undersigned with relation to its manufacture of Licensed Products; and that whenever Licensee ceases to require the undersigned to manufacture the Licensed Products, the undersigned will deliver to IU or Licensee any molds, plates, engravings or other devices used to reproduce the said designs and Property or will give satisfactory evidence of the destruction thereof. IU shall be entitled to invoke any remedy permitted by law for violation of this Agreement by the undersigned.

MANUFACTURER: _____

Manufacturer's Address:

By: _____
Name: _____
Title: _____
Date: _____