

**UNIVERSITY OF PUERTO RICO
MAYAGÜEZ CAMPUS**

AGREEMENT

IN APPEARANCE

--**FIRST PARTY:** The Mayagüez Campus of the University of Puerto Rico,
represented by its Acting Chancellor, Jorge Rivera Santos,

denominated as UPRM.

--**SECOND PARTY:** El Mesón de Felipe, Inc.,

represented by Gil Pérez Grajales, Vice-President,


A corporate resolution of June, 16 of 2011, certifies that El Mesón de Felipe Board of Directors authorized Mr. Gil Pérez Grajales to represents and sign on behalf of El Mesón de Felipe Inc. in any collaboration with UPRM Centenary.

WITNESSETH

Both parts freely and voluntarily agree to the following:

The UPRM in exercise of the duties and powers conferred upon him by the Law of the University of Puerto Rico, established by University Rules and regulations, approved January 20, 1966, accept to enter in this agreement with the

SECOND PARTY.

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1. The effective date of this agreement is from June 30 of 2011 to September 30 of 2011.
 2. This AGREEMENT can be terminated in agreement of both parts as permitted by the University Laws and Rules and General Regulations of the University of Puerto Rico.
 3. The SECOND PARTY will be responsible of complying with the laws governing the Commonwealth of Puerto Rico and those of the United States of America, as well as the Laws and Rules and Regulations of the University of Puerto Rico.
 4. The UPRM benefits from public recognition of its name, symbols, logos, and other identifying marks. These marks give a unifying image, which is critical to establishing a visual presence within the world of university communities. This image becomes identified with the quality of UPRM's programs, products, and services and distinguishes it from other universities. UPRM has registered the names, logos, and trademarks of the University with the Department of State of the Commonwealth of Puerto Rico.


5. The SECOND PARTY requested permission to use some of UPRM's logos, as part of their sponsorship for the celebration of the UPRM's 100 years. This sponsorship will include two (2) print advertising publications in *El Nuevo Día* and *Primera Hora* newspapers; print logos in coffee cups and its distribution to all *El Mesón Sandwiches* restaurants; press conference invitation; posters; photos; electronic publications through *El Mesón Sandwiches* web site <http://www.elmesonsandwiches.com/>, and email drops of 10,000 users. The date/expected period of use of the logo is three (3) months. The intended reproduction of the logo is in full color and sepia color.
6. The UPRM grant SECOND PARTY the authorization to use such logo in fifteen thousands (15,000) of coffee cups called *MesoCups* approved in two (2) designs. This includes print and electronic advertising required for product marketing, during the period from June 30 of 2011 to September 30 of 2011. For every *MesoCup* sold, *El Mesón Sandwiches* agrees to donate a dollar (\$1) for UPRM Centennial Celebration fund, \$15,000.
account no. 30270.683.000.xxxx.520307990990101.
7. However, the form and content of all artwork used by the SECOND PARTY is subject to UPRM prior approval.
8. The logo which the SECOND PARTY is allowed to use upon approval pursuant to this letter is: the official UPRM Centennial logo which reads "RUMbo a los 100 años de historia..." in white with a green background and a yellow line; UPRM emblematic symbol of *Pórtico* incorporated in a design with a green background; and UPRM emblematic building of José de Diego incorporated in a design with a sepia and brown background; and the official UPRM logo in green color.
9. The UPRM is responsible to insure the proper use of those trademarks, service marks, logos, and insignias that have come to be associated with UPRM, and to protect the university's reputation, good name and image by permitting only appropriate uses and assuring that only quality products bear the institution's name, initials or marks.
10. Accordingly, the SECOND PARTY must observe the following restrictions when using the above identified logo:
 - a) The logo cannot be screened, flopped or scaled out of proportion.
 - b) No additional typography or images can be added to the logo unless our written permission is previously obtained.
 - c) The logos, marks and name of UPRM (as well as variations and identifiers and expressions) will not be used in the promotion of alcohol, tobacco, illegal or "recreational" drug products, political campaigns or promotion of political causes, profanity, racist, sexist, hateful, demeaning language or sexual acts.




- d) Incorporation of trademarks or copyrights not owned by the University is not permitted, unless written permission for such use is obtained.
- e) University marks may not be used to endorse or promote commercial ventures, private promotions, political campaigns or promotion of political causes, or for organizations and programs not directly sponsored by the University.
- f) The university's trademarks are not to be used in the name of a business, logo, in advertising services or on a product in a way that could state or imply an endorsement.
- g) The university's trademarks are not to be used in any way that discriminates against any persons or groups based on age, ancestry, belief, color, creed, disability, national origin, race, religion, sex, sexual orientation or veteran status, or in any other way that would be a violation of UPRM's anti-discrimination policies.
- h) Upon expiration of the authorized period to use the above identified logo, *El Mesón Sandwiches* shall refrain from further use of such logo or any further reference to them.
- i) The above identified logo is a legally protected trademark and may not be used on products, merchandise, or any externally produced materials outside from the authorized use hereby granted. UPRM will fully prosecute the improper use of this trademark.

11. We, the parties, certify with our signatures that we have read and understood the terms herewith stipulated and fully accept all its clauses. Whereby we agree to meet and fully satisfy all the clauses indicated above by placing our initials on the left side margin of every page and by doing so this contract can legally be considered for its immediate effect.

In Mayagüez, Puerto Rico on the 30 day of June 2011.



Jorge Rivera Santos, Ph.D.
Acting Chancellor 



Gil Pérez Grajales
Mesón de Felipe Vice-President