



IDEA Headquarters
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Request For Proposals Addendum

Addendum Number: 2

RFP Intellectual Property Rights Agreement

Date: August 31, 2023

RFP 1-MSNC-1023

To: All Prospective Vendors

The following Intellectual Property Rights Agreement must be submitted along with RFP Submissions to be considered for Evaluation:

Contractor acknowledges and agrees that IDEA is issuing Contractor the right to utilize IDEA's intellectual property (the "**Intellectual Property**"), more particularly described in the IDEA Signage Project RFP 1-MSNC-1023 ("**Signage RFP**"). Additionally, Contractor acknowledges and agrees that IDEA is licensing to Contractor the rights to use the Intellectual Property, including, without limitation, the Marks and the goodwill associated with the IP Rights, of IDEA **solely** for the purpose of creating the signage described in the Signage RFP (the "**IP Rights**"). Contractor further acknowledges and agrees that the Intellectual Property and the IP Rights are owned by IDEA and are the exclusive property of IDEA and can be used only with IDEA's prior written consent as granted through this license. Contractor will retain the goodwill in its business apart from the goodwill associated with the use of the Marks and IP Rights. Contractor further acknowledges and agrees that upon the termination of this Agreement all of Contractor's rights in the IP Rights shall cease, and Contractor shall have no interest in or right to use any of the IP Rights, including, but not limited to, the Policies & Standards, proprietary management systems or any trade secrets which may have come into the possession of Contractor. Contractor will not in any manner represent that it owns the IP Rights or any part or component of the IP Rights, and Contractor hereby acknowledges that its use of the IP Rights shall not create any right, title, or interest in or to the IP Rights in favor of Contractor, but that all use by Contractor of the IP Rights shall inure to the sole benefit of and be on behalf of IDEA. Should Contractor use any part or component of the IP Rights or create any expansion of the services under the Signage RFP in violation of this Agreement, Contractor shall execute and deliver to IDEA an assignment of all rights Contractor might have created in any work, trademark, or other intellectual property right using or including the IP Rights together with any goodwill associated with the IP Rights for such expansion of the services under the Signage RFP. Contractor further acknowledges and agrees that Contractor will not at any time do, or cause to be done, any act or thing to contest, oppose, seek to invalidate or in any way impair or intend to impair the validity or enforceability of any applications, registrations, or rights in or for the IP Rights or any of IDEA's exclusive right, title and interest in the IP Rights.



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Vendor dba

Signature

Date

End of Addendum