



TEXAS

Health and Human Services

Cecile Young, Executive Commissioner

**Request for Application (RFA) Grant for
Supplemental Nutrition Assistance Program (SNAP) Education
RFA No. HHS0015831**

**Exhibit G, Health and Human Services (HHS)
Additional Provisions – Grant Funding
Version 1.0
Effective: February 2021**

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ADDITIONAL PROVISIONS

The terms and conditions of these Additional Provisions are incorporated into and made a part of the Grant Agreement. Terms included in these Additional Provisions and not otherwise defined have the meanings assigned to them in HHS Uniform Terms and Conditions, Exhibit F.

1. TRADEMARK LICENSE

System Agency grants to Grantee for the term of the Grant Agreement/Contract, a limited non-exclusive, royalty-free, non-assignable, non-transferable license to reproduce System Agency's trademarks on published materials in the United States related to the performance of the Grant Agreement/Contract, provided that such license is expressly conditional upon, and subject to, the following:

- i. Grantee is in compliance with all provisions of the Grant Agreement/Contract;
- ii. Grantee's use of the trademarks is strictly in accordance with the quality standards and in conformance with the reproduction requirements set forth in this Grant Agreement/Contract or as otherwise communicated by System Agency;
- iii. Grantee takes no action to damage the goodwill associated with the trademarks, and refrains from any attempt to contest, attack, dispute, challenge, cancel and/or oppose System Agency's right, title and interest in the trademarks or their validity;
- iv. Grantee makes no attempt to sublicense any rights under this trademark license; and
- v. Grantee complies with any marking requests System Agency may make in relation to the trademarks, including without limitation to use the phrase "Registered Trademark," the registered trademark symbol "®" for registered trademarks, and the symbol "™" for unregistered trademarks.

2. TRADEMARK OWNERSHIP

Grantee acknowledges and agrees that the trademarks remain the exclusive property of System Agency, that all right, title and interest in and to the trademarks is exclusively held by System Agency, and all goodwill associated with such trademarks inures solely to System Agency.

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