



**AMENDED AND RESTATED
MEMORANDUM OF UNDERSTANDING
BETWEEN THE UTE INDIAN TRIBE
AND
THE UNIVERSITY OF UTAH**

I. THE NATURE OF THE AGREEMENT

The Ute Indian Tribe encourages the University of Utah to use the Ute name for the University's sports programs with its full support. The University recognizes that the Ute name is at the core of the cultural identity of the Tribe and its members, and that it constitutes an inseparable element of their rich cultural traditions. The University is honored to be allowed to continue to use the Ute name with due respect and integrity.

The Ute Indian Tribe acknowledges that its association with the University of Utah – the flagship institution of higher learning in the state of Utah – raises tribal visibility and community awareness and generates a source of pride to members of the Ute Indian Tribe. The Tribe desires to reaffirm the long and valued relationship between the University and the Tribe to promote educational benefits for its youth.

**II. GOALS OF THE UTE INDIAN TRIBE – UNIVERSITY OF UTAH
RELATIONSHIP**

The Ute Indian Tribe's goals are two-fold: first, to build genuine respect and understanding of the Tribe's history, culture and contributions to the state (past, current and future); and second, to have the University assist tribal members in helping their children lead healthy lives and be prepared to pursue a college education.

The University of Utah shares the Tribe's interest in fostering a respectful and informed understanding of the Ute Indian Tribe, and, by extension, other American Indians. To that end, the University will use the Ute name in a considered and respectful manner, reflecting the pride and dignity of indigenous people and their traditions. The University will use its position as the flagship institution of higher education in the state of Utah to support that commitment.

In addition, the University will devote human and financial resources toward the Ute Indian Tribe and its members to encourage, inspire and support tribal youth to lead healthy lives and to pursue post-secondary education.

III. AREAS OF UNDERSTANDING

- *Permission to Use the Ute Name* -- The Ute Indian Tribe reaffirms its permission for the University to continue its respectful use of the Ute name as a representative symbol of its athletics organizations.
- *Education campaign* -- The University will use the Ute name with honor and respect, and share that commitment with the larger community by:
 - Continuing to use the educational materials prepared by the University and approved by the Tribe that explain the Ute Indian history and the Ute Indian Tribe's ongoing cultural and economic contributions to the state. These materials are intended to be used by the University during student orientation, in presentations for students, sports programs, in media guides, in the University's Center for Native Excellence and Tribal Engagement, and on University web pages, and other communications channels as appropriate.
 - Upon request, assisting the Tribe with in-kind staff support in the preparation of the Tribe's educational and marketing print, video, and digital materials.
 - Widely disseminating standards for appropriate behavior to students, athletic fans, campus groups and the broader community. The Tribe shall have the opportunity to review and comment on such materials before they are disseminated.
 - Supporting and promoting campus events to raise awareness of American Indian culture, such as the annual campus Powwow and Native American Month.
- *Educational Access*
 - The University shall secure funding to support Ute Indian students and other federally recognized American Indian students while attending the University. The administration and use of the specific Ute scholarship category shall be determined by separate agreement between the Parties to this MOU, attached hereto and incorporated herein as Exhibit A.
 - During each year of the term of this MOU, the University shall provide the Ute Indian Tribe with One Hundred Thousand Dollars (\$100,000) to support and enhance Tribal educational programs and opportunities.
 - Upon request, the University will assist the Tribal Educational Department to develop and provide programs which could include but are not limited to: college preparation and applications, mentorships, early childhood programs, tutors, summer programs,

student support programs, etc.. The Tribe recognizes that the University does not itself have expertise in all fields but will be an active partner with the Tribe in helping identify resources to address these needs.

- *Mobile Health Clinics* -- Upon request from the Tribe, University of Utah Health will make up to three visits annually to the Ute Indian Reservation with its existing mobile clinics (Wellness Bus, Mobile Cancer Screening Clinic, Mobile Dental Clinic).
- *Advisor/Advisory Board*
 - The University shall appoint, with approval from the Ute Tribal Business Committee, one or more Special Advisors to the President on Native American Affairs. The advisor(s) will serve in an unpaid, part-time capacity to function as a liaison between the tribal leaders and University to address issues related to the University that may arise from time to time.
 - The Ute Tribal Business Committee shall appoint at least two members to the advisory board of the Center for Native Excellence and Tribal Engagement. In addition, the Ute Tribal Business Committee will be invited to an annual meeting with the University President and other senior University administrators.
 - Separate from and in addition to the foregoing, the Task Force described in VII “Maintenance of the Agreement” below, will serve in an advisory capacity to the leadership for the respective Parties.

IV. OUTREACH

- The University agrees to work with the Ute Indian Tribe to create enrichment and educational opportunities for Ute Indian Tribal Member youth, both on the Reservation and on the University campus, as appropriate and possible, including programs and activities as mutually agreed upon, such as the following:
 - Summer youth programs for students, which shall be housed on campus as well as on the Uintah and Ouray Reservation, which may include interaction with students. Consistent with NCAA regulations and the availability of student athletes during the summer, these may include sports camps. At the request of the Tribe, they will also include STEM summer camps, either on campus or on the Uintah and Ouray Reservation.
 - Consistent with NCAA regulations, an annual opportunity for Tribal member youth to attend University of Utah sporting events and practices and meet players as a motivational outreach for the students.

- The University will conduct regular outreach to Ute Scholarship recipients throughout the course of their matriculation to ensure they remain apprised of all resources available to support their health, safety, and academic success.
- The University will continue to provide educational pathways services to Tribal students and their parents with the goal of increasing college attendance, pursuant to an action plan approved by the Task Force defined in Section VII.
- Honoring Ute Indian Tribal Members through a Ute Indian Tribe designated design that will be incorporated into team uniforms at one home game annually in recognition of Native American Heritage Month. In addition, the Tribe shall have the right to have its Honor Guard bear the flags at the opening ceremony at one home game during Native American Heritage Month.
- The University will consider other programs and activities recommended by the Task Force to enhance educational programs and promote academic successes.
- *Academic support*
 - The University will assist Ute Indian Tribal Member students and their families with application and admissions processes.
 - The University will provide support for Ute Indian Tribal Member students once on campus to enhance social, economic and academic success while attending the University.
 - The Tribe acknowledges and supports the University's commitment to academic freedom and freedom of speech on campus.

V. OTHER PARTNERSHIP ACTIVITIES

- The University will continue the tradition of Ute Proud games during the football, basketball, and gymnastics seasons, including reserved seating for tribal members attending the games. The University will reserve seats that are easily accessible for Tribal elders.
- During the term of this Agreement, the Ute Indian Tribe will license to the University the use of the "Ute Proud" logo for all merchandise, and will authorize the University and its licensing partner (currently Collegiate Licensing Company) to protect the "Ute Proud" logo from pirated sales and other trademark violations. The terms of the assignment and license shall be memorialized in a separate agreement between the Parties to this MOU, attached hereto and incorporated herein as Exhibit B.
- For each year of the term of this Agreement, University will keep, and make available to the Tribe upon request, statistics on the number of Ute scholarships awarded, the average

scholarship award, the graduation rate of Ute scholarship recipients, and revenues derived from merchandise containing the “Ute Proud” logo.

VI. THE PARTIES

UNIVERSITY OF UTAH

The University of Utah is the flagship institution of higher learning in Utah. Founded in 1850, it serves more than 38,000 students from across the United States and the world. With more than 100 major subjects at the undergraduate level and over 90 major fields of study at the graduate level, including professional programs in law, medicine and dentistry, the University prepares students to live and compete in the global workplace.

The mission of the University of Utah is to drive unsurpassed societal impact by preparing students from diverse backgrounds to be leaders and global citizens who strengthen our society and democracy; generating and sharing new knowledge, discoveries and innovations that supercharge our economy and improve lives locally, nationally and globally; and engaging local, national and global communities to promote education, health and quality of life.

UTE INDIAN TRIBE

The state of Utah derives its name from the Ute Indian Tribe, a Federally recognized Tribe. The home of the Ute Indian Tribe is the Uintah and Ouray Reservation, located in Northeastern Utah (Fort Duchesne), approximately 150 miles east of Salt Lake City. The reservation is located within a three-county area known as the Uintah Basin. It is the second-largest Indian Reservation in the United States and covers over 4.5 million acres.

The Utes have a large membership with over half of the membership living on the Reservation. They operate their own tribal government and oversee approximately 1.3 million acres of trust land. The Utes also operate several businesses, including a supermarket, gas stations, bowling alley, tribal feedlot, Uinta River Technologies, Ute Tribal Enterprises LLC and Water Systems. Cattle raising and mining of oil and natural gas is big business on the reservation.

The Ute Indian Tribe is made up of three bands: the Uintah, the White River and the Uncompahgre. Two representatives from each of these bands are elected to serve four-year terms on the Tribal Business Committee, the governing body of the Tribe.

VII. MAINTENANCE OF THE AGREEMENT

The parties acknowledge that this MOU is a public document and that each party will appoint a single representative to respond to inquiries on issues addressed in or affected by the MOU.

The parties to this MOU shall continue the joint Task Force composed of four members—two appointed by the Ute Tribal Business Committee and two appointed by the University of Utah. The Task Force shall oversee and implement the provisions set forth in this MOU and address

ongoing student issues. The Taskforce will recommend meaningful activities and in-kind support including concrete, specific programs and activities for the parties to work together to fully realize. The Task Force shall make recommendations to the parties as to how the MOU might be improved based on its review, and the parties shall take appropriate action to implement the recommendations.

The parties agree to meet on, at a minimum, an annual basis at a mutually agreed upon date not more than one year from date of signature, to review activities, performance or satisfaction with the arrangement outlined in the MOU. Members of the Task Force may call special meetings of the Task Force upon two weeks written notice to all Members. Members may attend special Task Force meetings by remote means, including virtual conferencing programs or conference calls.

Any commitments are binding and if not fulfilled then either party reserves the right to terminate the agreement. Should terms of this agreement be violated, then the parties shall enter into a suspension period while the parties attempt to work out their differences and proceed with the terms of the MOU (the "Suspension Period"). During the Suspension Period, the University will not enter into any new agreements for the manufacture or licensing of products containing the Ute name and marks or create any new promotional materials utilizing the Ute name and marks. During the Suspension Period the University's sports teams may continue use of the "Utes" name and the wearing apparel that bears Ute name and marks and the University may continue selling existing Utes branded merchandise.

The term of this Memorandum of Understanding is five (5) years from date of signing.

UNIVERSITY OF UTAH

UTE INDIAN TRIBE

Mitzi Montoya
Executive Vice President for Academic Affairs

Shaun Chapoose
Business Committee Chairman

DATE: _____

DATE: _____

EXHIBIT A

University of Utah and Ute Indian Scholarship Agreement

This scholarship agreement replaces the previous agreement, dated March 3, 2020.

Background and Funding Overview

As part of the Memorandum of Understanding between the Ute Indian Tribe and the University of Utah, dated March 3, 2020 (the "MOU"), the University established a scholarship fund (the "Fund") to pay scholarships to eligible Ute Indian students of the University of Utah ("Ute Indian Scholarships"). This agreement describes the administration of said Fund and scholarships.

Each year the University will designate a sufficient amount of proceeds from revenue sources such as merchandise sales, private donors, and/or other sources for the Fund and the Ute Indian Scholarships offered under this Agreement. Each year, the University will award Ute Indian Scholarship to every Ute Indian applicant who meets the criteria specified below (the "Criteria") and who has been determined by the Ute Tribal Business Committee (or its designee) as eligible to receive a Ute Indian Scholarship.

Award Administration and Recipient Selection

The University Office of Scholarships and Financial Aid will administer this scholarship Fund with oversight from the Senior Associate Vice President for Enrollment Management and the Ute Indian Tribe Education Department Director. After each awarding cycle, the University Office of Scholarships and Financial Aid will provide the Tribal Education Department Director with a report stating the total number Ute Indian Scholarships awarded and the amount disbursed. This report will not contain any student specific information. Only with written permission from the student shall the University Office of Scholarships and Financial Aid provide the Tribal Education Department Director with student specific information regarding scholarship awards.

Scholarships are awarded each year and are not automatically renewed. Students must apply for the scholarship each year and are required to meet the following Criteria:

1. Provided a letter from the Ute Tribal Business Committee (or its designee) designating the student as eligible to receive a Ute Indian Scholarship.
2. Admitted to the University;
3. Registered for a full-time course load (minimum of 12 credits) each semester;

4. In good academic standing (minimum 2.0 GPA);

The amount to be awarded for a single Ute Indian Scholarship will be up to \$18,000 for the academic year (up to \$6,000 per fall, spring and summer semester) with the purpose of offsetting the cost of attendance. Scholarship awards will be applied directly to each recipient's tuition bill, and any positive balance will be refunded to the student. In the selection process the student generally will not be penalized for receiving other aid; however, if the student is applying for Title IV Federal Aid, all resources will be recognized for awarding. Moreover, should students also be eligible for an Athletics scholarship, this award could affect the amount of money available under an Athletics scholarship.

Signature:

University of Utah

Ute Indian Tribe

Mitzi Montoya
Executive Vice President for Academic Affairs

Shaun Chapoose
Business Committee Chairman

Date:_____

Exhibit B

TRADEMARK ASSIGNMENT AND LICENSE AGREEMENT

This Trademark Assignment and License Agreement ("Agreement") is entered into by and between the University of Utah, a body politic and corporate, with an address at 201 South President's Circle, Salt Lake City, Utah 84112 ("Assignor"), and the Ute Indian Tribe, a Native American Tribe recognized by the United States Government, with an address at P.O. Box 190, Fort Duchesne, Utah 84026 ("Assignee").

A. Assignor has adopted and used and is owner of all right, title and interest in and to the trademark UTE PROUD (the "Mark"). The Mark includes the words UTE PROUD as used in commerce alone or as part of a composite mark containing both text and images.

B. Assignor currently uses the Mark in connection with flags, decals, t-shirts, shirts, sweatshirts, sweatpants, caps, hats and other clothing items (the "Goods"), and also in connection with athletic events and recruiting (the "Services").

C. Assignor wishes to assign the Mark to Assignee, with Assignee granting a license back to Assignor permitting use of the Mark as used with certain Goods and Services, and with related rights and obligations, all as set forth below.

NOW, THEREFORE, in consideration of the foregoing and of the mutual promises and covenants hereinafter set forth, and other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the parties hereby agree as follows:

1. ASSIGNMENT.

1.1 Assignment. Assignor hereby unconditionally assigns, transfers, grants, conveys and relinquishes to Assignee, and Assignee hereby accepts, all of Assignor's right, title and interest, throughout the world, in and to (a) the Mark, including, without limitation, all trademark rights, common law trademark rights, trademark registration rights, and trademark application rights in the foregoing; and (b) the right to file any trademark applications, trademark registrations, trademark renewals or trademark extensions under any law, convention or treaty with respect to the foregoing (all of the foregoing are hereinafter collectively referred to as the "Assigned Rights").

2. LICENSE.

2.1 License. Subject to the conditions forth in this Agreement, Assignee hereby grants to Assignor, and Assignor hereby accepts, a non-exclusive, worldwide, irrevocable, permanent license, authorizing Assignor to use the Mark in connection with the Goods and Services, to design, manufacture, promote, market, offer, sell and distribute Goods bearing the Mark, and to hire others to do the foregoing throughout the world, without limitation (all of the foregoing are hereinafter sometimes collectively referred to as the "Licensed Rights"). Assignor may license or sublicense all or any portion of the Licensed Right to others ("Related Parties") provided

Assignor obtains prior approval from Assignee of the designs that will incorporate the Ute Proud mark. Except as otherwise provided in Section 2.2 below, the Licensed Rights shall continue indefinitely and shall terminate only upon the mutual written consent of Assignor and Assignee. The Licensed Rights are granted to Assignor royalty free and without charge in consideration for the rights granted to Assignee pursuant to this Agreement.

2.2 Quality Standards. The nature and quality of Goods sold by Assignor and Related Parties in connection with the Mark shall conform to the same general standards of quality that Assignor utilized with respect to the Goods prior to the Effective Date of this Agreement, or such other standards as the parties may hereinafter agree to in writing. In the event the Goods sold by Assignor and/or Related Parties fail to comply with the foregoing standards, Assignee shall provide written notice to Assignor specifying in detail the changes required to conform to said standards and Assignor shall comply with the same as to Goods manufactured thereafter to the extent consistent with the standards. Assignor further agrees to use the Mark with appropriate trademark registration notices as specified by Assignee to the extent Assignee may obtain federal registration rights in the Mark. In the event Assignor fails to cure its noncompliance with this Section within a reasonable time after receiving written notice from Assignee of the changes required to conform to the required quality standards, Assignee shall have the option to terminate all or a portion of the Licensed Rights. Such option shall be in addition to any other remedies that may be available under this Agreement.

2.3. Policing Infringement. For as long as the Licensed Rights remain in place, Assignor shall maintain all of its current practices and resources employed to police its rights to the Mark as of the Effective Date of this Agreement, including any enforcement practices that may be undertaken by Assignor in its capacity as a non-owner licensee of the mark. Assignor shall provide written notice to Assignee of any unlawful use of the Mark and any related enforcement action taken.

3. SUBSEQUENT ASSIGNMENT AND LICENSING

3.1 Subsequent Assignment and Licensing. If, at any time during the term of this Agreement, Assignor uses the Mark in commerce in connections with any separate category of goods or services that may result in Assignor obtaining rights to the Mark not encompassed within the rights assigned under this Agreement, then the Assignor shall assign any such rights to Assignee, and Assignee shall issue a license to Assignor allowing Assignor's use of the Mark in connection with such goods and services. Such assignment and licensure shall be under terms identical to those set forth under Sections 1 and 2 of this Agreement, unless otherwise agreed to by the Parties. The Parties hereby agree to amend or supplement this Agreement as necessary to give effect to this Section.

3.2 Assignor's Duty to Provide Notice. Assignor shall have an affirmative duty to provide written notice to Assignee of its intent to use the Mark in connection with goods and services that may, under reasonable belief, give rise to rights to the Mark that must be assigned and licensed pursuant to Section 3.1 above. Such notice shall be given prior to Assignor's actual use of the Mark in the manner described in this Section 3.2.

4. MISCELLANEOUS.

4.1 Relationship. The relationship between Assignor and Assignee shall be solely that of independent contractors. No partnership, joint venture, employment, agency, franchise or other relationship is formed, intended or to be inferred under this Agreement.

4.2 Notices. All notices under this Agreement shall be in writing and shall be deemed given on the earlier of the following: (a) on the date delivered in person; (b) three business days after being deposited in the United States mail, all postage prepaid, registered or certified mail; or (c) two business days after delivery to a nationally recognized express air courier, all expenses prepaid. All notices, other than delivery in person, shall be addressed to the parties as their addresses appear at the top of this Agreement, unless written notice of a change of address has been given, in which event the notice shall be addressed to the new address.

4.3 Interpretation. This Agreement shall be deemed to be made under and will be construed in accordance with Federal law, and to the extent not governed by Federal law, the laws of the State of Utah. If the law differs between Federal Circuit Courts of Appeals, the law of the Court of Appeals for the Tenth Circuit will control. This Agreement shall be fairly interpreted in accordance with its terms without any strict construction in favor of or against either party, and ambiguities shall not be interpreted against the drafting party. The headings herein are for reference only and shall not define or limit the provisions hereof.

4.4 Jurisdiction. Any civil action or legal proceeding arising out of or relating to this Agreement shall be resolved by binding arbitration in accordance with the Commercial Arbitration Rules of the American Arbitration Association and the Federal Arbitration Act. The Parties agree that binding arbitration shall be the sole remedy as to all disputes arising out of this Agreement. The Parties shall agree on the choice of a qualified arbitrator, and in the event that the Parties fail to agree on a qualified arbitrator, an arbitrator shall be appointed by the American Arbitration Association. All arbitration hearing shall be held at a place designated by the arbitrator in the State of Utah or in such other locality as may otherwise be agreed to by the Parties. Arbitration decisions and awards may be enforced in courts of competent jurisdiction.

4.5 Entire Agreement. This Agreement constitutes the entire agreement between the parties with respect to the matters referred to herein, and all prior or contemporaneous agreements, whether written or oral, as may relate to the same, are hereby superseded by this Agreement.

4.6 Severability. If any provision of this Agreement is found to be invalid or unenforceable by a court or tribunal, it is agreed that the provision in question shall be reduced or otherwise modified by such court or tribunal, but only to the extent necessary to permit its enforcement and only in such court's jurisdiction. If the particular provision cannot be reduced or modified to make it enforceable, that provision shall then be severed from this Agreement and the remaining provisions of this Agreement shall remain in full force and effect.

4.7 Modification. This Agreement may not be altered, modified, amended or changed, in whole or in part, except by a writing executed by the parties. This Agreement shall be binding

upon the parties and their heirs, successors, assigns, transferees, grantees, executors and administrators.

4.8 Execution. Each party represents and warrants that it has full authority, capacity, ability and rights to enter into this Agreement and to perform in accordance with it, with the person signing below on its behalf being duly authorized to do so. This Agreement may be executed in multiple counterparts, each of which shall be deemed a fully enforceable original. This Agreement shall be effective as of the date set forth below ("Effective Date").

IN WITNESS WHEREOF, the parties hereto have caused this Trademark Assignment and License Agreement to be executed as of the 3rd day of March, 2020.

"Assignor"

"Assignee"

UNIVERSITY OF UTAH

UTE INDIAN TRIBE



Name: Lori McDonald
Title: Vice President for Student Affairs
Committee

Name: Luke Duncan
Title: Chairman, Ute Tribal Business