

ACT WORK READY COMMUNITIES CERTIFICATION AND TRADEMARK LICENSE AGREEMENT

Background

ACT has created a Work Ready Communities program which recognizes communities demonstrating that they have a skilled workforce that is valued by their local industry; and a workforce development system in place that links education and workforce development, aligns to economic development and matches people to jobs. Communities that meet ACT Work Ready Communities Common Criteria goals are permitted to display the certified ACT Work Ready Communities Badge on community websites and in community marketing materials. This ACT Work Ready Communities Certification and Trademark License Agreement (this "Agreement") sets forth the terms and conditions associated with the certified ACT Work Ready Communities Badge.

ACT WORK READY COMMUNITIES CERTIFICATION AND TRADEMARK LICENSE AGREEMENT

This Trademark Assignment and License Agreement ("Agreement") is made by and among ACT, Inc., an Iowa not-for-profit corporation with principal offices at 500 ACT Drive, Iowa City, Iowa 52243-0168

("ACT") and _____, a _____ with principal offices at _____, ("Licensee"), and is effective when it has been signed by all the parties.

Background

1. ACT owns all rights, title and interest in and to the trademark identified in Exhibit A to this Agreement (the "Mark") for use in connection with becoming certified through the ACT® Work Ready Communities initiative (the "Initiative"); and
2. Licensee has become certified through the Initiative and wishes to use the Mark by displaying the certified ACT Work Ready Communities Badge on its website and in its marketing materials.

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

1. License. ACT ("Licensor") hereby grants Licensee a non-exclusive, non-transferable, non-sublicensable and non-assignable right to use the Mark on and in connection with marketing and promotional materials that reference or relate to Licensor's trademarked products and services, provided that Licensee uses Licensor's trademarks in a manner that both is (a) preapproved by Licensor and (b) conforms to the quality standards, requirements and specifications set forth by Licensor in this Agreement. Except to the extent expressly granted in this Agreement, no rights are granted by Licensor under this Agreement. Without the express written consent of Licensor, Licensee shall not use or permit or authorize another person or entity in its control to use the Mark in such a way so as to give the impression that they are the property of Licensee.

2. Requirements for Using the Mark: Licensee shall comply with Licensor's trademark guidelines, which are attached as Exhibit B to this Agreement, and any other reasonable requirements established by Licensor concerning the style, design, display and use of the Mark. Licensor may revise such guidelines and requirements from time to time. Licensee agrees to submit to Licensor for approval in advance of using the Mark three (3) samples of any and all new proposed or revised advertising and promotional Materials to Licensor for its prior written approval. Licensee shall not file or prosecute a trademark or service mark application or applications to register the Mark (or any mark containing or similar to the Mark) in connection with any goods or services.
3. Ownership of the Mark: Licensee agrees that ownership of the Mark and the goodwill relating thereto shall remain vested in Licensor both during the period of this Agreement and thereafter, and Licensee further agrees never to challenge, contest or question the validity of Licensor's ownership of the Mark or any registrations thereof by Licensor. This section shall survive the end of this Agreement, whether by expiration, termination or for any other reason.
4. Term. This trademark license shall terminate immediately upon the soonest of the expiration date on your certification badge denoting your county as a certified ACT Work Ready Community, two years from the date the County becomes a certified ACT Work Ready Community, or your failure to comply with the terms of this license. Counties that continue to maintain their certification status will be eligible to download a new certified ACT Work Ready Communities badge with an added Maintained ribbon after completing the additional Maintaining Criteria. ACT reserves the right to immediately terminate the license set forth in this Agreement at will if your use of the Mark does not, in the judgment and sole discretion of ACT, comply with the requirements set forth in this license. Upon the termination of this license for any reason, you must immediately discontinue your use of the Mark subject to this agreement, including but not limited to removing the certified ACT Work Ready Communities Badge and all references to the certified ACT Work Ready Communities Badge from all websites and promotional materials.

By signing below, the parties' authorized signatories hereby agree to the terms of this Agreement.

[LICENSEE]

By: _____

Print Name: _____

Date: _____

EXHIBIT A TO TRADEMARK LICENSE AGREEMENT



EXHIBIT B TO TRADEMARK LICENSE AGREEMENT

ACT, INC. TRADEMARK GUIDELINES

The following guidelines describe the proper use of the ACT Certified Work Ready Communities Badge. ACT, Inc. reserves the right to change these guidelines at any time.

1. Prior Written Consent Required. You are being provided these guidelines because you have signed a Trademark License Agreement to use the ACT Certified Work Ready Communities Badge (the “Mark”) in the form indicated in Exhibit A is owned by ACT, Inc. Except as expressly set forth in such agreement, these guidelines do not entitle you to use any other trademarks of ACT, or the ACT trademark in any context outside the ACT Certified Work Ready Communities Badge. You should not use any of ACT’s trademarks (including, without limitation, in any business name, company name, domain name, or in conjunction with your products or services) unless otherwise expressly agreed to in advance in writing by ACT.
2. Trademarks Not Federally Registered. At the present time, the Mark is not federally registered. Thus, you must place the ™ symbol immediately following the Mark.
3. Use of “ACT Certified Work Ready Communities Badge” in Text. When using the words “ACT Certified Work Ready Communities Badge” in text, and not as part of the logo, do not use the ™ symbol.
 - Correct: ACT Certified Work Ready Communities Badge reflects a community’s commitment to workforce development efforts.
 - Incorrect: ACT’s Certified Work Ready Communities Badge™ reflects a community’s commitment to workforce development efforts.
4. Do Not Combine Trademarks. Do not combine the Mark with your trademarks or the trademarks of any third party.
5. Display of Trademarks. Do not display any of ACT’s trademarks in larger format or more prominently than your own trademarks, wherever displayed, without the prior written consent of ACT. Do not display any of ACT’s trademarks in any way that would dilute, diminish, cause harm to, or misrepresent such trademarks, the product or service itself, or ACT, Inc.
6. Attribution. Do not use any of ACT’s trademarks in a manner that would create confusion regarding the ownership of ACT’s products or services. You must state, either in a footnote or in a parenthetical, that the trademark you are using is a trademark of ACT, Inc., is being used with ACT’s permission, and indicate whether or not the trademark is federally registered. All

attribution statements must be placed on a separate line from other statements. If you use the Mark on a web site designed and/or maintained by you, you must include an attribution on the first page of the web site. For all other materials, include an attribution the first time you use the Mark in your materials.

- Correct attribution for the Mark: The ACT Certified Work Ready Communities Badge is the trademark of ACT, Inc.

7. Logo. The Mark may not be altered in any way, except for minor enlargement or reduction. Use the correct PMS colors and color separations when reproducing the logo in color.

8. Descriptions of ACT's Products and Services. Any statements that (a) describe any of ACT's products that you include on any web site or marketing materials and (b) did not originate from ACT must be submitted for review and approval to ACT's legal department at the address in paragraph 10 below. Do not make any claims, representations, warranties, guarantees, or similar statements in any of your materials regarding ACT's products and services unless expressly authorized in writing by ACT.

9. ACT's Right to Review. ACT reserves the right to request samples of your materials using ACT's trademarks periodically to ensure compliance with this document, and such materials must be provided to ACT in a timely manner.

10. Contacts. For questions regarding these guidelines, please contact ACT's Legal Department at the following address:

ACT, Inc.
Law Department
500 ACT Drive
P.O. Box 168
Iowa City, Iowa 52243-0168
(319) 339-3005

To obtain a sample of the approved logo, please contact ACT's Communications Department at the following address:

ACT, Inc.
Communications Department
500 ACT Drive
P.O. Box 168
Iowa City, Iowa 55243-0168
(319) 337-1409