

## THE CHRONICLE 2017 GREAT COLLEGES TO WORK FOR® TRADEMARK LICENSE AGREEMENT

This Trademark License Agreement (this “**Agreement**”), effective as of \_\_\_\_\_, 2017 (the “**Effective Date**”) is entered by and between The Chronicle of Higher Education Inc., a Delaware corporation with its headquarters office at 1255 23rd St. NW, Suite 700, Washington, DC 20037 (“**Licensor**”) and \_\_\_\_\_, with its principal business office at \_\_\_\_\_ (“**Licensee**”).

WHEREAS, Licensor owns all right, title and interest in and to the trademarks THE CHRONICLE OF HIGHER EDUCATION® and GREAT COLLEGES TO WORK FOR® and Licensor has created three logos dated 2017 incorporating such trademarks, together with the goodwill symbolized thereby (the trademarks and the logos hereafter shall be referred to as the “**Marks**”); and

WHEREAS, Licensee desires to obtain, and Licensor desires to grant to Licensee, the non-exclusive right to use the Marks for the sole purpose of identifying Licensee as having been named among the 2017 Great Colleges To Work For® recognition recipients and not to imply an endorsement of any institution, product, or service (the “**Licensed Use**”) in accordance with the terms and conditions of this Agreement.

NOW, THEREFORE, in consideration of the above premises and the mutual promises and covenants herein contained, and for other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the parties agree as follows:

1. **Grant of Rights.** During the term of this Agreement and subject to the terms and conditions of this Agreement, Licensor hereby grants to Licensee the non-exclusive right to use the Marks solely in connection with the Licensed Use. Licensee agrees that it shall provide, advertise, and promote the Licensed Use in accordance with all applicable federal, state, and local laws and regulations. Licensee shall not have the right to sublicense the Marks but they may be used by Licensee’s affiliates as long as they reference Licensee’s name. Licensee shall be permitted to use the Marks on its Web site, in printed materials, in press releases, in e-mail messages, in banners and plaques, and in Web and print recruitment and branding advertising. Licensee agrees to use the logos in the form and colors provided without modification or alteration, except that Licensee may adjust the size (but not the shape) to meet its specific needs. Licensee shall not incorporate any other trademark or service mark into any of the Marks but it may use its own trademarks and service marks next to or together with the Marks.

2. **Ownership.** Licensee acknowledges and agrees that, as between the parties, Licensor is the sole and exclusive owner of the Marks and the registrations and applications therefor. Licensor may, in its sole discretion, maintain or discontinue the maintenance of such applications and registrations for the Marks. Nothing contained in this Agreement shall be construed as an assignment to Licensee of any right, title, or interest in or to the Marks. Licensee acknowledges and agrees that the Marks and all rights therein and goodwill pertaining thereto solely and exclusively belong to Licensor and that all uses of the Marks by Licensee shall inure to the benefit of Licensor and/or Licensee, as appropriate. Licensee shall not directly or indirectly attack or impair the title of Licensor to the Marks, the validity of this Agreement, or any of Licensor’s registrations or applications relating to any Mark in any jurisdiction. Licensee agrees it shall not file any state, federal, or foreign applications to register any of the Marks, in whole or in part, or any name or mark confusingly similar thereto in any jurisdiction. Licensee shall, upon request of Licensor, execute any documents that may be deemed necessary or desirable by Licensor to use the Marks in conformity with any nation’s laws, including whatever documents that may be necessary to record Licensee as a user or licensor of the Marks anywhere in the world.

3. **Quality Standards.** Licensee acknowledges the importance to Licensor of its reputation and goodwill and to the public of maintaining high, uniform standards of quality with respect to the Licensed Use of the Marks as well as related marketing and advertising materials used in connection with the Marks. Licensee warrants that the Licensed Use shall meet or exceed such quality standards as may be set by Licensor from time to time provided that prior notice thereof is provided to Licensee. Without limiting the foregoing, the Licensed Use shall be the same quality as, or exceed in quality, the quality of the uses in connection with which Licensor, or any predecessor of Licensor including Licensee, have used the Marks prior to the Effective Date.

4. **Term and Termination.** This Agreement will begin on the Effective Date and remain in effect up to and including December 31, 2018, unless it is earlier terminated by mutual agreement or as otherwise provided herein. **Although Licensee may obtain the Marks prior to July 17, 2017, Licensee agrees not to use the Marks, except for planning purposes, before this date.** Licensor shall have the right to terminate this Agreement at any time, upon written notice to Licensee, if Licensee fails to (1) maintain the quality of the Licensed Use in accordance with the provisions hereof; (2) follow Licensor’s instructions regarding the appropriate display and use of the Marks; or (3) perform or comply with any term, condition, or standard set forth in this Agreement, and if such failure is not cured within thirty (30) days after Licensor provides written notice of such failure to Licensee. Licensor may terminate this Agreement at Licensor’s option, effective immediately upon notice to Licensee from Licensor upon occurrence of any of the following: (i) The reorganization, consolidation or merger of Licensee or of another entity into Licensee, or the transfer of all or substantially all of the assets of Licensee to another entity; or (ii) Licensee becomes the subject of any voluntary or involuntary bankruptcy, receivership or other insolvency proceedings or makes an assignment or other arrangement for the benefit of its creditors or initiates dissolution or liquidation proceedings. Upon the expiration or termination of this Agreement, Licensee shall cease to use the Marks in any manner and shall not thereafter use the Marks or any other trade name or trademark comprised in whole or in part of any Mark or that is similar to any Mark. Licensee hereby acknowledges the irreparable harm that Licensor will incur from any unauthorized use of the Marks. Licensee expressly agrees that, notwithstanding any termination or expiration of this Agreement, Licensor, in addition to all other remedies, shall be entitled to seek temporary, preliminary and permanent injunctive relief to prohibit the unlawful or unauthorized use of the Marks.

5. **Indemnification.** To the extent permitted by applicable law, Licensee shall be solely responsible for, and defend and indemnify Licensor and its officers, directors, employees and agents and hold all of them harmless from any and all claims, demands, causes of action, damages, costs, and expenses whatsoever (including, but not limited to, reasonable attorneys' fees) arising directly or indirectly from or out of Licensee's breach of any provision of this Agreement, Licensee's use of the Marks, the provision, advertising, promotion, use or misuse of the Licensed Use by Licensee or otherwise arising directly or indirectly from or out of any alleged action or omission of Licensee or its agents or customers. Licensor may, at its sole election, participate in any defense of such claims or causes of action at its own expense. Licensee agrees to keep Licensor informed regarding any such claims or causes of action. Licensee agrees it will not settle any such claims or causes of action without Licensor's prior written consent.

6. **No Partnership.** Nothing contained in this Agreement shall create or shall be construed as creating a partnership, joint venture, agency or employment relationship between the parties hereto. The parties agree to perform in accordance with this Agreement only as independent contractors. Neither party has the right or authority to assume or create any obligations or responsibilities, express or implied, on behalf of the other party, and neither party may bind the other party in any manner or thing whatsoever. Neither party shall be liable, except as expressly provided otherwise in this Agreement, for any expenses or liabilities incurred by the other party.

7. **Assignment of Agreement.** Licensee may not assign or transfer this Agreement, whether in whole or in part, or any of its rights, duties or obligations arising under this Agreement without the prior written consent of Licensor. Any attempted assignment without such written consent will be null and void. Licensor may automatically assign this Agreement to any success in interest without the requirement for obtaining consent to such assignment. Notwithstanding this provision, this Agreement will be binding upon, and inure to the benefit of, the successors and permitted assigns of the parties.

8. **General Provisions.** The terms and provisions of this Agreement may not be modified, supplemented or amended except in a writing signed by both parties hereto. The parties agree that this Agreement constitutes the entire agreement between them with respect to the subject matter hereof and supersedes any and all prior agreements, understandings, promises and representations, whether written or oral, between the parties with respect to the subject matter of this Agreement. Failure by either party to enforce at any time or for any period of time any provision or right hereunder shall not constitute a waiver of such provision or of the right of such party thereafter to enforce each and every such provision. The provisions of this Agreement are independent of and severable from each other, and no provision shall be affected or rendered invalid or unenforceable by virtue of the fact that any other provision hereof is determined to be invalid or unenforceable in whole or in part. This Agreement may be executed by facsimile signature and may be delivered electronically. This Agreement shall be governed by and construed and enforced in accordance with the laws of the District of Columbia, without regard to its conflicts of law principles. Each of the parties hereby consents to the exclusive jurisdiction of the courts of the District of Columbia, with respect to any and all disputes relating to this Agreement.

9. **Logo Fulfillment.** Upon execution of this Agreement, Licensor will provide two logos in multiple file formats. One logo incorporates the word "colleges" and a second logo incorporates the word "college." If designated as such by Licensor, Licensee will receive additional logos that identify the school as an "Honor Roll" institution. A compressed zip file containing all logos will be sent to the person identified below by Licensee:

Name: \_\_\_\_\_ Phone: \_\_\_\_\_ E-mail address: \_\_\_\_\_

The parties have executed this Agreement under seal through authorized officers as of the date(s) set forth below, with effect as of the Effective Date.

|                             | <b>Licensor</b>  | <b>Licensee</b> |
|-----------------------------|--|-----------------|
| Institution Name:           | The Chronicle of Higher Education                                      | _____           |
| Signature:                  | _____  | _____           |
| Name of Authorized Signer:  | Thom Smith   | _____           |
| Title of Authorized Signer: | Senior Marketing Manager   | _____           |
| Date:                       | _____  | _____           |
| Phone:                      | 202.466.1754   | _____           |
| E-Mail Address              | <a href="mailto:Thom.Smith@chronicle.com">Thom.Smith@chronicle.com</a> | _____           |