

**THE ACCREDITATION COUNCIL OF TRINIDAD AND TOBAGO
(ACTT)**

**TRADEMARK LICENCE AGREEMENT
REGISTERED INSTITUTIONS**

TRADEMARK LICENCE AGREEMENT

This Licence Agreement (“Agreement”) is made and is effective as of **2nd** day of December in the year two thousand and ten by and between **THE ACCREDITATION COUNCIL OF TRINIDAD AND TOBAGO**, established as a body corporate by Chap.39:06 (hereinafter called “**Licensor**”) whose address and principal place of business is Level 3, Building B, ALGICO Plaza, 91-93 St. Vincent Street, Port-of-Spain, Trinidad and, a registered post secondary or tertiary institution with its principal place of business at (hereinafter called “**Licensee**”).

WHEREAS, the Licensor is willing to grant the Licensee the right to use the Trademark shown at Schedule A solely in accordance with the terms set forth herein.

WHEREAS, the Licensor is the owner of the Trademark, including without any limitation, any trade dress, trade name, logo, design, variations or translations thereof, identified in Schedule A and has the exclusive right to use and license the use thereof.

WHEREAS, Licensor is the principal body in Trinidad and Tobago for conducting and advising on the accreditation and recognition of post secondary and tertiary educational and training institutions, programmes and awards, whether local or foreign, and for the promotion of the quality and standards of post secondary and tertiary education and training in Trinidad and Tobago.

WHEREAS, the Licensor performs the following services: conferment of title, registration, programme approval, recognition, accreditation and other functions as stated under section 8 (2) of Chap.39:06.

NOW THEREFORE, the parties hereto agree as follows:

1. GRANT OF RIGHTS

A. Licensor hereby grants Licensee the nonexclusive right and licence to use the Trademark shown at Schedule A solely in connection with the labeling, advertising and promotion of

Licensee's post secondary and tertiary institution. Licensee shall not have the right to assign, transfer or sublicense in whole or in part any of the rights granted hereunder, except upon the written consent of Licensor, which consent shall be given at the sole discretion of Licensor.

B. Licensee shall not use the Trademark in its business name or on stationery, business cards or signs, certificates, building directories or telephone listings.

2. TERRITORY

This Agreement applies worldwide (hereinafter, the "Territory").

3. LICENSEE'S OBLIGATIONS

A. Licensee recognises and acknowledges that the Trademark and all rights therein and goodwill pertaining thereto belong exclusively to Licensor and that all rights resulting from Licensee's use of the Trademark as permitted hereunder inure to the benefit of the Licensor.

B. Licensee agrees to safeguard and maintain the reputation and prestige of the Trademark and shall not tarnish the image of or adversely impact the value, reputation or goodwill associated with the Trademark.

C. Licensee shall at no time adopt or use any variation of the Trademark, including translations, or any mark likely to be similar to or confusing with the Trademark.

D. Licensee shall not contest or deny the validity or enforceability of the Trademark or aid or abet others in doing so, either during the term of this Agreement or at any time thereafter.

E. Licensee agrees that it shall conduct all development, merchandising, advertising, promotion and performance of its services in a dignified manner, consistent with enhancing the general reputation of the Trademark and Licensor and in accordance with good trademark practice.

F. Licensee shall not use the Trademark other than as permitted in this agreement attached hereto as Schedule C. Licensee agrees that in using the Trademark, it will in no way represent that it has

any right, title or interest in the Trademark other than those expressly granted under the terms of this Agreement. Licensee further agrees that it will not use or attempt to register in the Territory, during the Term of this agreement as specified in Clause 5(A), or at any time thereafter, any mark consisting of or containing the Trademark or any other trademark, trade name or other designation similar in whole or in part to the Trademark, except as specifically permitted by this Agreement.

G. Licensee agrees to immediately notify Licensor in writing in the event (i) any legal action is instituted against Licensee related to the use of the Trademark or (ii) Licensee becomes aware of any infringement or illegal use by any third party of the Trademark. Licensee shall cooperate fully with Licensor in stopping such infringement or defending or instituting such legal action.

4. QUALITY CONTROL

A. Licensee shall comply with the Trademark Usage Guidelines at Schedule C and use the Trademark shown at Schedule A only in connection with the registered post secondary or tertiary institution and programmes listed during the registration process that complied with the standards of quality as determined by the Licensor.

B. If the Licensee uses the trademark in connection with programmes not listed during the registration process, Licensee shall at its expense immediately cease further use of the Licensor's Trademark in connection with those programmes. In addition, Licensee shall also immediately remove the Trademark from all Collateral Material and use its best efforts to recall such Collateral Material or, at a minimum, ensure that any use of the Trademark on Collateral Material is not visible. Collateral Material being documentation, student handbook, advertising, and promotional materials, including, but not limited to (i) sales literature and other sales material, (ii) product data sheets, and (iii) web sites, marketing, communications and public relations materials. **Collateral Material does not include certificates for graduates.**

C. All use of the Trademarks in Collateral Material shall be in the form set forth in the Trademark Usage Guidelines at Schedule C and contain the relevant attribution statement prescribed in the Trademark Usage Guidelines, (attached hereto as Schedule C). In connection with the quality control and approval requirements set forth herein, Licensee agrees to use such

forms, procedures and methods of communication as may be specified by Licensor. In addition, Schedule C contains Trademark Usage Guidelines that are applicable to this agreement.

D. In addition to complying with the quality control and approval procedures of this paragraph, Licensee agrees that all Collateral Material shall be of high quality and comply with all laws, rules, regulations and requirements of any governmental or administrative body or voluntary industry standards which may be applicable to the advertising, merchandising, publicity, promotion, sale and distribution of the Collateral Material.

E. In a continuing effort to improve the quality of education, Licensor requires that Licensee completes a Registered Institution's Annual Report. The Registered Institution's Annual Report being a document which details any changes or developments which may have been made since the effective date of registration of the institution. Licensee shall also cooperate fully in furnishing information to Licensor as requested by Licensor concerning Licensee's activities pursuant to this Agreement.

5. TERM - DURATION, EXPIRATION AND TERMINATION

A. The term of this Agreement shall commence on the date first above written and shall continue for **YEARS** unless earlier terminated as provided herein at which point this Agreement terminates. Furthermore, this agreement is renewable while the institution maintains registered status.

B. Without prejudice to any other rights, Licensor shall have the right to terminate this Agreement, at Licensor's option, upon written notice to Licensee at any time under the following circumstances:

- a) If Licensee is unable to pay its liabilities when due, or makes any assignment for the benefit of creditors, or is adjudicated a bankrupt or insolvent, or if any receiver is appointed for its business or property, or if any trustee in bankruptcy is appointed;
- b) If Licensee fails to meet the Standards of Quality as referred to in Clause 4 of this Agreement; or
- c) Use of the trademark in the operation of any business/institution other than the Licensee's registered institution.

d) If Licensee fails to perform any other material term or is in breach of any material condition of this Agreement and such non-performance or breach is not cured after fifteen (15) days written notice by Licensor.

C. Upon the expiration or termination of this Agreement, all rights of Licensee under this Agreement in the Trademark shall terminate immediately and revert to Licensor. Licensee shall discontinue all use of the Trademark and shall have no further right to advertise, distribute, sell, or otherwise deal in any Licensed Service or utilise the Trademark. Licensee shall also destroy all Collateral Material bearing the Licensor's Trademark.

D. Licensor reserves all rights to seek the entry of preliminary and permanent injunctive relief for any use of the Trademark other than as provided herein. However, such remedies shall not be exclusive of other legal remedies otherwise available to Licensor.

6. LIQUIDATED DAMAGES

The parties agree that in the event of a material breach of this Agreement by Licensee, the Licensee will pay to the Licensor as liquidated damages and not as a penalty the sum of twenty thousand dollars (\$20,000.00 TT), which represents a reasonable compensation for the loss incurred because of the breach.

7. SEVERABILITY

If any provision of the Agreement is for any reason declared to be invalid or unenforceable, the validity and enforceability of the remaining provisions shall not be affected thereby. Such invalid or unenforceable provision shall be deemed modified, if possible, or deleted as the case may be from this Agreement in order to render the remainder of the Agreement and any provision thereof both valid and enforceable.

8. NON ASSIGNMENT

The Licensee shall not assign this Agreement to any third party.

9. INDEMNIFICATION

A. Licensee will defend, indemnify, and hold harmless Licensor from and against any loss, damages, or liability resulting directly from claims by third parties based on alleged defects or failures of programmes, products and services offered by Licensee's institution. Licensee shall indemnify Licensor from loss, damages or liability resulting from faulty hyperlinks.

10. FORCE MAJEURE

A. Neither the Licensor nor Licensee shall be liable to the other for any delay or failure of performance of this Agreement, and no delay or failure of performance shall constitute a default or give rise to any liability for damages if, and only to the extent that, such delay or failure is caused by a "force majeure" and not as a result of the fault or negligence of a party.

B. If a "force majeure" delays or prevents Licensee's performance, Licensee shall immediately commence to use its best efforts to directly provide alternate, and to the extent possible, comparable performance. Comparability of performance and the possibility of comparable performance shall be reasonably determined solely by Licensor.

11. NOTICES

A. All notices, requests, demands and other communications required or permitted to be given under this Agreement shall be in writing and shall be deemed to have been duly given only if personally delivered, delivered by a major commercial rapid delivery courier service with tracking capabilities, costs prepaid, or mailed by certified or registered mail, return receipt requested, postage prepaid, to a party at the address set forth below or such other address as a party last provided to the other by written notice:

If to **Licensor**: The Executive Director

The Accreditation Council of Trinidad and Tobago

Level 3, Building B, ALGICO Plaza,

91-93 St. Vincent Street,

Port-of-Spain, Trinidad

Attention: **Mr. Michael Bradshaw**

If to **Licensee**:

Attention:

12. DISPUTES

All disputes arising with respect to this Agreement shall be governed by the laws of Trinidad and Tobago. Upon mutual agreement by the parties, such disputes may be resolved by arbitration or mediation.

13. RELATIONSHIP OF THE PARTIES

This Agreement does not create a partnership or joint venture between Licensee and Licensor, and Licensee shall have no power to obligate or bind Licensor in any manner.

14. ASSIGNMENT

Neither this Agreement nor all or any portion of the rights licensed to Licensee herein may be assigned by Licensee to a third party without the prior written consent of the Licensor which consent shall not be unreasonably held.

15. ENTIRE AGREEMENT

This Agreement contains the entire agreement between the parties and supercedes any prior agreement or understanding relating to the subject matter hereof. In addition, this agreement also includes the Schedules attached containing the Licensor's logos and trademark usage guidelines.

IN WITNESS WHEREOF, the Accreditation Council of Trinidad and Tobago (Licensor) and (Licensee) have executed this Agreement in duplicate and which Agreement would take effect on the day and year first written above and for the period

The Accreditation Council of Trinidad and Tobago **[REGISTERED INSTITUTION]**

By: _____

Name: Mr. Michael Bradshaw

Title: Executive Director

Witness: _____

Date: _____

By: _____

Name:

Title:

Witness: _____

Date: _____

SCHEDULE A

ACTT's REGISTERED INSTITUTION LOGO

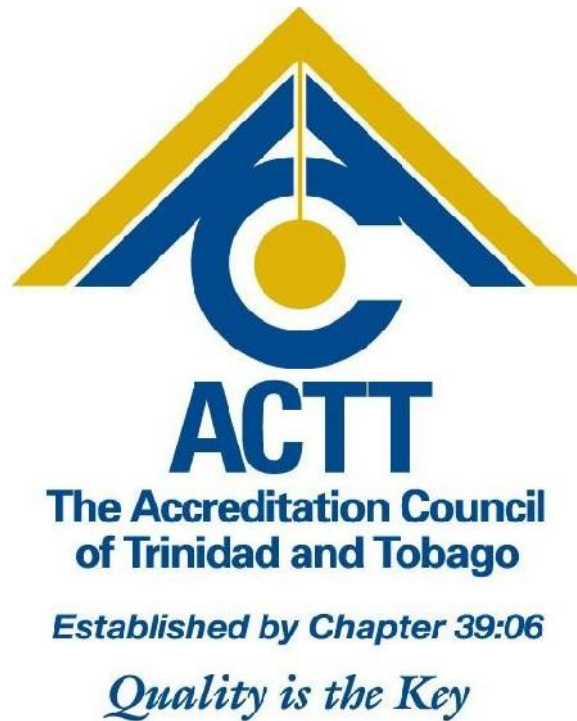
Licensors are the owners of the Trademark "ACTT's Registered Institution Logo".



SCHEDULE B

ACTT's LOGO

Licensors are the owners of the Trademark "ACTT's Logo". "ACTT's Logo" is not to be used by Licensees.



SCHEDULE C

TRADEMARK USAGE GUIDELINES

A post secondary or tertiary institution that is registered with Licensor and has signed the Trademark Licence Agreement must comply with these Trademark Usage Guidelines. The following guidelines explain how the Trademark should be displayed.

Using the Trademark

This Guide is attached as Schedule C of the Agreement and forms an integral part of the Agreement. As such, this guide should be read in conjunction with the Agreement. The Agreement defines the terms and conditions and technical criteria that must be fulfilled in order to be an authorised user of the Trademark.

Once Licensee enters into this Trademark Licence Agreement:

LICENSEE SHALL

- A. Use the Trademark only in advertisements and other marketing communications specifically relating to the listed programmes the Licensee offers at registration.
- B. Use the trademark only in the form and manner specified in this Schedule and in compliance with the Agreement. Except for size, which is subject to the restrictions in these guidelines, the Trademark may not be altered in any manner, including proportions, colours, elements, etc., or animated, changed or otherwise distorted in perspective or dimensional appearance, as set out in greater detail below.
- C. Obtain written consent from Licensor prior to utilising the Trademark in any way not expressly permitted by these Guidelines. Failure to comply with these instructions shall constitute a breach of the Agreement.

LICENSEE SHALL NOT

- A. Use the Trademark without Licensor's approval in any printed material or on web pages that do not pertain to the programmes the Licensee listed during the ACTT registration process.
- B. Display the Trademark in any manner that suggests Licensee is an agent or employee of the Licensor or in a manner that suggests that the Licensor is part of the Licensee's registered post secondary or tertiary institution's name.
- C. Use the Trademark in its institution's name, domain name, trademark or service mark or any other logos, trade dress, designs or slogans.
- D. Use in its business any other trademarks so resembling the Trademark as to be likely to cause confusion or deception.
- E. Combine the Trademark with any other element including, but not limited to, other logos, icons, words, graphics, photos, slogans, numbers, design features, symbols, or web sites audio files.
- F. Use any name, mark or design similar to the Trademark in any manner in Licensee's materials such as certificates for Licensee's graduates.
- G. Translate the Trademark or otherwise adapt the Trademark into any other language.
- H. Use 'ACTT's Logo' contained hereto at Schedule B in any collateral material and/or under any condition.

Trademark Spacing

The Trademark must stand alone and 0.2 inch of space must be left between the Trademark and any other object such as type, other logos, photography, borders, edges, and so on.

Minimum Size

Care should be given to maintain the integrity of all elements of the Trademark. For example, the type and trademark notations must be readable; in no case should the Trademark appear so small that these conditions are not adhered to. The minimum acceptable size for the Trademark shall be (width x height) 317 X 322 pixels.

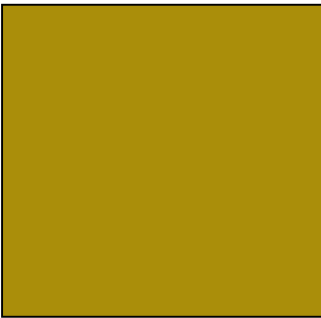
Colour Palette

The Trademark may appear in the colours shown herein, or in black and white. When placing the Trademark on your marketing or promotional materials, retain the colours of the Trademark. Do not alter or change the colour.

Colour: Pantone 117 RGB: 170, 142, 10

Pantone 288 RGB: 0, 51, 127

Gradient/Linear Down/RGB: 104, 85, 0



Pantone 117

RGB: 170, 142, 10



Pantone 288

RGB: 0, 51, 127

Note: The colours on this page and throughout this document have not been evaluated by Pantone, Inc. for accuracy and may not match the PANTONE ® Colour Standards.

GLOSSARY OF SOME TERMS

- A. A **domain name** is a component of an internet address (URL) which comprises a top level domain such as .tt, .com, .org, or net and a second level domain, which is a part of the domain name the owner formulates.
- B. A **trade dress** consists of the variety of elements (shape and colour) in which a product is packaged or service is presented.
- C. A **trade name** is an assumed name or corporate name under which a company conducts its business.
- D. A **trademark** can be a word, name, symbol, device or any combination thereof which is used to identify and distinguish the goods or services of one company from goods or services of another.