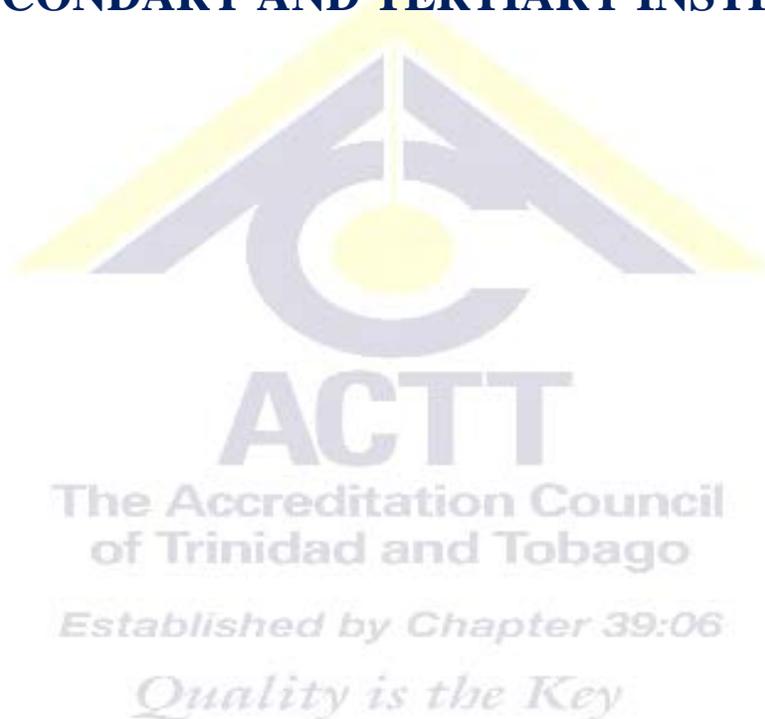


**THE ACCREDITATION COUNCIL OF TRINIDAD AND TOBAGO
(ACTT)**

**TRADEMARK LICENCE AGREEMENT BETWEEN
ACTT AND REGISTERED
POST-SECONDARY AND TERTIARY INSTITUTIONS**



TRADEMARK LICENCE AGREEMENT

This Licence Agreement (“Agreement”) is made and is effective as of this _____ by _____ and between **THE ACCREDITATION COUNCIL OF TRINIDAD AND TOBAGO**, established as a body corporate by Chapter 39:06 of the Laws of the Republic of Trinidad and Tobago (hereinafter called the “**the Licensor**”) whose address and principal place of business is Level 3, Building B, Pan American Life Plaza, 91-93 St. Vincent Street, Port-of-Spain, in the island of Trinidad in the Republic of Trinidad and Tobago and (**Name of Institution**) a registered post secondary or tertiary institution with its registered office located at (**Address of Institution**) the island of Trinidad in the Republic of Trinidad and Tobago (hereinafter called “**the 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.

AND 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.

AND WHEREAS, the Licensor is the principal body in Trinidad and Tobago for conducting and advising on the registration, 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.

AND WHEREAS, the Licensor performs the following services: conferment of title, registration, programme approval, recognition, accreditation and other functions pursuant to section 8 (2) of Chap.39:06 of the Laws of the Republic of Trinidad and Tobago.

NOW THEREFORE, the parties hereto agree as follows:

1. GRANT OF RIGHTS

A. The Licensor hereby grants the Licensee the nonexclusive right and licence to use the Trademark shown at Schedule A solely in connection with the labeling, advertising and promotion of the Licensee’s post secondary and tertiary institution. The 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 the Licensor, which consent shall be given at the sole discretion of the Licensor.

B. The 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. The Licensee recognises and acknowledges that the Trademark and all rights therein and goodwill pertaining thereto belong exclusively to the Licensor and that all rights resulting from the Licensee’s use of the Trademark as permitted herein inure to the benefit of the Licensor.

B. The 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. The 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. The 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. The 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 the Licensor and in accordance with good trademark practice.

F. The Licensee shall not use the Trademark other than as permitted in this Agreement and in further compliance with the guidelines contained herein and more particularly in Schedule C of this Agreement. The 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. The 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. The Licensee agrees to immediately notify the Licensor in writing in the event that:

- (i) any legal action is instituted against the Licensee related to the use of the Trademark;
- or
- (ii) the Licensee becomes aware of any infringement or illegal use by any third party of the Trademark.

The Licensee shall cooperate fully with the Licensor in stopping such infringement or defending or instituting such legal action.

4. QUALITY CONTROL

A. The 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. All use of the Trademark(s) in Collateral Material shall be in the form set forth in the Trademark Usage Guidelines at Schedule C to this Agreement and contain the relevant attribution statement prescribed in the said Trademark Usage Guidelines. In connection with the quality control and approval requirements set forth herein, the Licensee agrees to use such forms, procedures and methods of communication as may be specified by the Licensor. In addition, Schedule C contains Trademark Usage Guidelines that are applicable to this Agreement. Collateral Material is defined as documentation, student handbooks, advertising, and promotional material, 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 material.

Collateral Material does not include certificates for graduates.

C. In addition to complying with the quality control and approval procedures of this paragraph, the 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.

D. If the Licensee uses the Trademark in connection with programmes not listed during the registration process, the Licensee shall at its expense immediately cease further use of the Licensor's Trademark in connection with those programmes. In addition, the 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.

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

5. TERM - DURATION, EXPIRATION AND TERMINATION

A. The term of this Agreement shall commence on the _____ and shall continue for until _____ unless earlier terminated as provided herein at which point this Agreement terminates.

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

- a) If the 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 the Licensee fails to meet the Standards of Quality as referred to in Clause 4 of this Agreement; or
- c) If the Licensee assigns or attempts to assign the rights and permissions granted to the Licensee by virtue of this Agreement to any third party;
- d) If the Licensee fails to perform any other material term of this Agreement and such non-performance is not cured after fifteen (15) days written notice by the Licensor;

- e) If the Licensee uses or permits the Trademark to be used in the operation of any business/institution other than the Licensee's own business/institution for which it was granted registration by the Licensor.

C. Upon the expiration or termination of this Agreement, all rights of the Licensee under this Agreement in the Trademark shall terminate immediately and revert to the Licensor. The 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. The Licensee shall also destroy all Collateral Material bearing the Trademark.

D. The 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 the Licensor.

6. LIQUIDATED DAMAGES

The parties agree that in the event of a material breach of this Agreement by the Licensee, it would be impracticable or extremely difficult to fix the actual damage and, therefore, the breaching party will pay to the non-breaching party as liquidated damages and not as a penalty the sum of Twenty Thousand Dollars Trinidad and Tobago currency (TTD\$20,000.00), which represents a reasonable compensation for the loss incurred because of the breach.

7. SEVERABILITY

If any provision of this 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(s) shall be deemed modified, if possible, or deleted as the case may be from this Agreement in order to render the remainder of this Agreement and any provision thereof both valid and enforceable.

8. INDEMNIFICATION

A. The Licensee shall defend, indemnify, and hold the Licensor harmless 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 the Licensee's institution. The Licensee shall indemnify the Licensor from loss, damages or liability resulting from faulty hyperlinks.

9. FORCE MAJEURE

A. Neither the Licensor nor the 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" event and/ or occurrence.

B. If a "force majeure" event and/ or occurrence delays or prevents the Licensee's performance, the 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 the Licensor.

10. 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 hereunder or such other address as a party last provided to the other by written notice:

If to the **Licensor**: The Executive Director
The Accreditation Council of Trinidad and Tobago
Level 3, Building B, Pan American Life Plaza,
91-93 St. Vincent Street,
Port-of-Spain

If to the **Licensee**:

11. 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.

12. RELATIONSHIP OF THE PARTIES

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

13. ASSIGNMENT

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

14. 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 duly authorised representatives of the **ACCREDITATION COUNCIL OF TRINIDAD AND TOBAGO** (the Licensor) and **(Name of Institution)** (the Licensee) have executed this Agreement in duplicate and which Agreement would take effect from the day and year stated in paragraph 5A to be the date and year upon which the Term of this Agreement commenced.

The Accreditation Council of Trinidad and Tobago (Name of Institution):

By: _____
Name:
Title: Executive Director

By: _____
Name:
Title:

Witness: _____

Witness: _____

Date: _____

Date: _____

SCHEDULE A

ACTT's REGISTERED INSTITUTION LOGO

The Licensor is the owner of the Trademark "ACTT's Registered Institution Logo".





ACTT

**The Accreditation Council
of Trinidad and Tobago**

Established by Chapter 39:06

Quality is the Key

SCHEDULE B

ACTT's LOGO

The Licensor is the owner of the Trademark "ACTT's Logo" as shown below. **"ACTT's Logo"** **is not to be used by the Licensee in any circumstances or for any purpose.**



ACTT

**The Accreditation Council
of Trinidad and Tobago**

Established by Chapter 39:06

Quality is the Key

of Trinidad and Tobago

Established by Chapter 39:06

Quality is the Key

SCHEDULE C

TRADEMARK USAGE GUIDELINES

A post secondary or tertiary institution that is registered with the 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.

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.

Using the Trademark

This Schedule C 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 for an institution to be an authorised user of the Trademark.

During the Term of this Trademark Licence Agreement:

THE LICENSEE SHALL:

- A. Use the Trademark only in advertisements and other marketing communications specifically relating to the listed programmes the Licensee offered at the date on which it was registered.
- B. Use the Trademark only in the form and manner specified in this Schedule C and in compliance with this 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 the 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 this Agreement.

THE LICENSEE SHALL NOT:

- A. Use the Trademark without the Licensor's approval in any printed material or on web pages that do not pertain to the programmes the Licensee listed during the Council's registration process.
- B. Display the Trademark in any manner that suggests the 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 the Licensee's materials such as certificates for the Licensee's graduates.
- G. Translate the Trademark or otherwise adapt the Trademark into any other language.
- H. Use 'ACTT's Logo' contained herein at Schedule B in any collateral material and/or under any condition.

Trademark Spacing

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

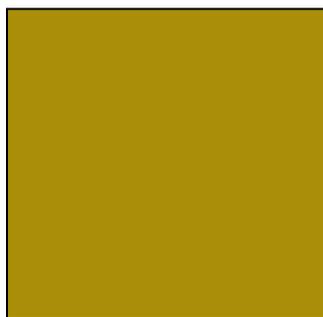
Minimum Size

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 marketing or promotional materials, the Licensee shall be required to retain the colours of the Trademark. The Licensee shall 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.