

Leadership and Lifelong Learning

LICENSE AGREEMENT

This License Agreement is made by and between the American Council on Education, a District of Columbia non-profit corporation with offices at One Dupont Circle NW, Washington DC 20036 (“ACE”) and _____, (“Licensee”).

Whereas, ACE owns all right, title and interests in and to certain designations, comprising the ACE Women’s Network name and associated logo;

Whereas, Licensee is an organization dedicated to the advancement of women in higher education and working toward similar goals as ACE Women’s Network;

Whereas, Licensee deserves to use said marks on certain materials, including websites and print materials;

NOW, THEREFORE, in consideration of the mutual covenants of the parties, it is agreed as follows:

1. Licensed Marks:

The licensed marks include the name “ACE Women’s Network” and associated logographic, a copy of which is attached.

2. Grant:

- a. ACE hereby grants to Licensee a royalty-free, non-exclusive right and license to use the Licensed Marks throughout the United States.
- b. Licensee shall have no right to sublicense others to use the Licensed Marks or to assign any part of Licensee’s rights herein without prior written consent of ACE.

3. Term:

The initial term of this Agreement shall be for a period of five (5) years and the agreement shall be automatically renewed for additional one (1) year terms unless terminated by either party giving to the other not less than thirty (30) days written notice. Upon such termination, all rights granted to Licensee herein shall cease, and Licensee agrees to discontinue immediately all use of the Licensed Marks.

4. Fees:

This shall be a royalty-free license. No licensing fees shall apply.

5. Use of Licensed Marks:

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- a. Licensee agrees that the Licensed Marks shall only be used in accordance with the ACE Women's Network Style Guide, attached hereto and incorporated by reference.
 - b. Licensee agrees to not use a mark substantially identical with any of the Licensed Marks except as permitted by license herein.
 - c. Licensee agrees to place the following attribution statement on all electronic and print publications that use the Licensed Marks: "This [name/logo/mark] is used with the permission of the American Council on Education."
6. Registration Restrictions:
Licensee agrees that it shall not register or seek to register a trademark, service mark, trade name, or corporate name either in the United States Patent and Trademark Office or any state or any foreign country any of the Licensed Marks or a trademark, trade name, service mark, or corporate name confusingly similar to any of the Licensed Marks.
7. Similar Trademarks:
Licensee agrees not to use a mark confusingly similar to any of the Licensed Marks. Notwithstanding the foregoing, the Parties agree that any use of the Licensed Marks as permitted by the ACE Women's Network Style Guide shall be permissible. Should Licensee, during the term of this Agreement, assert ownership in any insignia, designation, or trademark in any country in the world, which in the opinion of ACE is the same as, or confusingly similar to any of the Licensed Marks, Licensee will, upon the request of ACE, transfer or assign all right, title and interest which it asserts in such insignia, designation or trademark, including any registrations, to ACE or an ACE designee.
8. Disputes:
Any disputes between the parties will be addressed by discussions between them. In the event they are not resolved, informal mediation may be attempted. In the event litigation were to be required in order to resolve a dispute, the parties agree that it may only be brought in courts located in the District of Columbia and under controlling law in that District.
9. Miscellaneous:
Licensee acknowledges that it is being permitted to use the name of ACE and agrees that if Licensee is incorporated as a tax-exempt organization under section 501(c)(3) of the Internal Revenue Code or any state laws, Licensee agrees to comply with all relevant state and federal laws regarding solicitation of donations, and not to use the tax identification number of ACE.

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10. Notices:

All notices for all purposes under this Agreement shall be sent to:

American Council on Education
1 Dupont Circle NW
Washington, DC 20009
_____@acenet.edu

And in the case of Licensee to:

11. No Joint Venture:

While ACE and Licensee intend to continue working toward similar goals, Licensee shall not state or imply, directly or indirectly, that Licensee or activities are supported, endorsed, or sponsored by ACE except for the use of the Licensed Marks as permitted herein, and, upon direction of ACE, shall issue express disclaimers to that effect. This Agreement shall not create a joint venture or partnership between the parties.

IN WITNESS WHEREOF, the parties have executed this Agreement by their duly authorized representatives on the dates indicated.

American Council on Education

BY: _____
Title: _____
Date: _____

Licensee

BY: _____
Title: _____
Date: _____