

TRADEMARK LICENSE AGREEMENT

THIS AGREEMENT is made this 25 day of October, 2023, (the "Effective Date") by and between the Education and Labor Cabinet, Commonwealth of Kentucky ("Licensor") and JCPS Adult Education ("Licensee"), (collectively, the "Parties").

WHEREAS, Licensor is the owner of the trademark Kentucky Adult Education in word form and in all style and design variation used to date by Licensor, herein after referred to as the "Trademark" and attached as Exhibit A.

AND WHEREAS, Licensor wishes to permit Licensee use of the Trademark for the purpose of placing the Trademark on Licensee's adult education materials under the terms set forth in this Agreement;

NOW THEREFORE, in consideration of the mutual promises, covenants, warranties, and other good and valuable consideration set forth herein, the Parties agree as follows:

1. Trademark. The Trademark shall be defined as those items listed on Exhibit A.
2. Grant of License. Licensor hereby grants to Licensee a non-transferable license to use the Trademark (the "License") in the following manner:

To place the Trademark on Licensee's adult education materials alongside the XXXXXXXX logo as shown in Exhibit B.

The ELC/KYAE logo will be used for local marketing materials for Jefferson County Adult Education. It's primary use will be for flyer's, social media, signage, and our website.

Licensor does not hereby convey ownership of any property, and Licensor shall remain the sole owner of the copyright and all other intellectual property in the Trademark. Licensee shall enjoy only the rights set forth above, and nothing in this Agreement shall entitle Licensee to make any claim to ownership of the Trademark, or of any other intellectual property rights in the underlying material. Licensee may use Trademark only in accordance with the terms of this Agreement as stated above.

3. Term.
 - a. The term of this Agreement shall begin on the Effective Date and shall continue in full force and effect for a period of two years (the "Term"), unless terminated earlier pursuant to this the terms of this Section 3.
 - b. Licensor shall have the right to terminate this Agreement if:
 - i. Licensee fails to make use of the Trademark within 12 months of the Effective Date, or
 - ii. Licensee ceases to make use of the Trademark for any period of 12 consecutive months during the Term, or

- iii. Licensee breaches a material provision, term, or condition under this Agreement, including, but not limited to, a failure to meet quality standards as either set forth in this Agreement, or as mandated by Licensor pursuant to Section 7(b) below, or
 - c. Licensor may terminate this Agreement pursuant to Subsection (b) above by providing written notice to Licensee or to Licensee's successor in interest, in accordance with Section 12, of Licensor's intent to terminate the Agreement not less than 30 days before the date of termination stated in the notice.
 - d. In the event that this Agreement is terminated pursuant to this Section 3, Licensee shall cease use of the Trademark as soon as is commercially feasible.
 - e. At the end of the Term, or on the date of termination of this Agreement, all rights and interests in the Trademark shall revert to Licensor.
 - f. Either Party may terminate this agreement upon ninety (90) days written notice.
4. Licensee agrees that it will not challenge the Licensor's claim of ownership in the mark.
5. Licensor's Representations and Warranties.
- a. Licensor hereby represents and warrants that it is the sole and exclusive owner of the Trademark, and owns all rights, title and interests in the Trademark.
 - b. Licensor hereby represents and warrants that it has the authority to grant Licensee the License, and that no other person or entity is required to give its consent for the License to be valid.
6. Indemnification. To the extent permitted by law, Licensee agrees to defend, indemnify and hold harmless Licensor and shall pay all losses, damages, fees, expenses or costs (including reasonable attorneys' fees) incurred by Licensor based upon any third-party claim, demand, suit or proceeding caused by
- (i) Licensee's breach of this Agreement or (ii) the conduct of Licensee or Licensee's Affiliates (excluding any Affiliates of Company) businesses with regard to the Trademark.
7. Quality Control.
- a. Licensee hereby agrees that any product or services that it uses or sells in connection with the Trademark shall conform to the quality standards set forth in Section 2 above, provided that Licensor may set additional specifics or standards for such sale of goods or services pursuant to Subsection (b) below.
 - b. Licensor may, at any time, set reasonable standards for the quality of goods or services marketed or sold in connection with the Trademark in addition to those standards set forth in this Agreement. Licensor must give written notice of such additional standards (the "Notice of Additional Standards") to Licensee in order for those standards to be applicable. To the

extent that Licensee is not in compliance with these additional standards at the time it receives a Notice of Additional Standards, Licensee must conform to the stated standards as soon as is feasible.

c. Licensee shall make available to Licensor, upon Licensor's request, samples of any products or services sold in connection with the Trademark, including any packaging, displays, or other materials employed in the marketing, display or sale of such products or services.

8. Assignment. Licensee may not assign its rights, duties or obligations under this Agreement without the prior written approval of Licensor. Licensor shall have the right to transfer its interest in this Agreement and in the Trademark without the consent of Licensee. Licensor must notify Licensee in writing in the event that Licensor assigns all or a material part of this Agreement (the "Licensor's Notice of Assignment"). The Licensor's Notice of Assignment must be sent to Licensee within 30 days of such assignment.
9. Choice of Law and Forum. This Agreement shall be construed in accordance with, and governed in all respects by, the laws of the Commonwealth of Kentucky, without regard to conflicts of law principles. Any action brought against the Commonwealth on the contract, including but not limited to actions either for breach of contract or for enforcement of the contract, shall be brought in Franklin Circuit Court, Franklin County, Kentucky.
10. Counterparts. This Agreement may be executed in several counterparts, each of which shall constitute an original and all of which, when taken together, shall constitute one agreement.
11. Severability. If any part or parts of this Agreement shall be held unenforceable for any reason, the remainder of this Agreement shall continue in full force and effect. If any provision of this Agreement is deemed invalid or unenforceable by any court of competent jurisdiction, and if limiting such provision would make the provision valid, then such provision shall be deemed to be construed as so limited.
12. Notice. Any notice required or otherwise given pursuant to this Agreement shall be in writing and mailed certified return receipt requested, postage prepaid, or delivered by overnight delivery service, addressed as follows:

If to Licensor:

John C. Gregory
Executive Director, KY OAE
500 Mero Street, 5th floor
Frankfort, KY 40601

If to Licensee:

JCPS Adult Education
546 S. 1st Street
Louisville, KY 40202

13. Headings. The headings for section herein are for convenience only and shall not affect the meaning of the provisions of this Agreement.

14. Entire Agreement. This Agreement constitutes the entire agreement between Licensors and Licensee, and supersedes any prior understanding or representation of any kind preceding the date of this Agreement. There are no other promises, conditions, understandings or other agreements, whether oral or written, relating to the subject matter of this Agreement. Changes to this Agreement may be made only in writing and shall be effective only if signed by Licensors and Licensee.

15. This Agreement shall be binding on Licensors and Licensee and on those who succeed to the interest of Licensors and Licensee by law, by approved assignment or by transfer.

IN WITNESS WHEREOF, the individuals signing this Agreement represent that they have authority to bind the party for which they sign; and the parties have caused this Agreement to be executed the day and year first written above.

LICENSOR

Signature

John C. Gregory

Print Name

LICENSEE

Signature

Print Name

EXHIBIT A

Trademark Description



EXHIBIT B

Approved use of Trademark.

