**Career Readiness Initiative**

**Career Ready 101**

**Terms and Conditions**

**Overview**

The Commonwealth of Massachusetts designed a new initiative called the Career Readiness Initiative (CRI). The goal is to expand supports and services for low-skilled adults across three major systems in the Commonwealth to increase access to employment and education opportunities. Job seekers and students enrolled in the participating organizations will get access to the ACT Work Readiness System to assess, remediate, and credential work-based skills and competencies. Over 2,000 individuals will be able to obtain a Career Readiness Certificate free of charge as part of this pilot program.

A collective $600,000, contributed by the Executive Office of Labor and Workforce Development (EOLWD), the Massachusetts Community College and Workforce Development Transformation Agenda (TAAACT Round I Grant), Department of Higher Education, Department of Elementary and Secondary Education/Adult Community Learning Services, and SkillWorks of the Boston Foundation, was assembled to launch and implement the Career Readiness Initiative.

**Components of the CRI include:**

**100 Learning Labs:** The CRI will set up 100 Learning Labs across the state using the ACT Career Ready 101 tool at all Massachusetts One-Stop Career Centers, 15 community colleges, and 50 over adult education and training programs. Career Ready 101 is an assessment and remediation tool to improve an individual’s skills.

**ACT National Career Readiness Certificate (NCRC):** The CRI will setup NCRC testing sites using ACT WorkKeys assessment located at all Career Centers and Community Colleges. This assessment tests and scores literacy, numeracy, work behavior, and problem solving competencies that can be matched to specific job requirements.

**EOLWD Services Agreement: Contracting Background**

The Commonwealth of Massachusetts’ Executive Office of Labor and Workforce Development [(“EOLWD,” the “State,” “Commonwealth,” or “Licensee”) contracted with SHI (one of three software resellers for the Commonwealth under Contract ITS42) to provide software, maintenance and associated services to various entities within the Commonwealth of Massachusetts for the Career Ready 101 software tools owned by ACT. EOLWD does not have a direct contractual relationship with ACT.  SHI is not a manufacturer of software items, but is a “reseller.”  SHI has subcontracted with ACT for the provision of services under this Agreement. The Services Agreement for the Commonwealth governs the distribution and use of Career Ready 101 to Participating Locations approved by EOLWD as part of the contract with SHI/ACT.

Participating Locations and “CR101 sites”. Certain established locations in the Commonwealth (“Participating Locations”) will participate in the above described program (Career Ready 101) as part of the statewide Career Readiness Initiative (CRI). ACT regularly licenses Career Ready 101, a comprehensive online career training curriculum that includes KeyTrain and the Soft Skills Suite. All Participating Locations that elect to license Career Ready 101 are referred to as “CR101 Sites.” Entities eligible to be a Career Ready 101 site (“CR101 Site”) include the following:

* 1. All Massachusetts One-Stop Career Centers;
	2. Fifteen (15) Community Colleges;
	3. SkillWorks grantees approved by the Skillworks’ Director;
	4. Adult Education Programs approved by the Department of Elementary and Secondary Education’s Adult and Community Learning Services; and,
	5. Other Massachusetts organizations approved by the Executive Office of Labor and Workforce Development.

Career Ready 101 Trainings. ACT will provide Career Ready 101 training sessions. The trainings will be made available via webinars and at dates, times, and locations, as applicable and as determined by ACT. EOLWD and any Career Ready 101 site may participate in the trainings.

**TERMS AND CONDTIONS FOR CAREER Curriculum Products and Services**

**(Career Ready 101)**

**Career Ready 101 Terms and Conditions and Project Plan**

Per the contract among EOLWD, SHI and ACT, EOLWD purchased access to certain ACT® Career Curriculum Related Products and Services for and on behalf of the CR101 sites. Pursuant to this contract, EOLWD will to pay for curriculum licenses for the Authorized Curriculum Locations for up to three (3) years. Each Career Ready 101 site is required by EOLWD to review and accept the Terms and Conditions associated with the Career Ready 101 licenses and develop a Project Plan for use of the tool. By signing the “Career Ready 101 Terms and Conditions” and Project Plan, the CR101 Site to agrees to, in writing, abide by the terms for Career Curriculum Products and Services below. Administration of Career Ready 101 must be accomplished at the expense of the participating location as part of the organization’s programming and use of the tool.

1. Definitions.

**“Licensed Product”**: means the ACT Career Curriculum Products identified below and any related manuals and materials, as may be updated at any time and from time to time, by ACT.

 [ ]  Career Ready 101 TM

**“Authorized Users”**: means EOLWD-authorized students, employees or similar constituents of the Career Ready 101 Site who are (a) attending, (b) employed at, or (c) physically utilizing a Licensed Product at, in each case in person, an Authorized Curriculum Location.

**“Authorized Curriculum Location”**: For this agreement, a CR101 site or “Authorized Curriculum Location” is the organization executing this Agreement upon signature.

1. Grant and Scope of License. Subject to the terms and conditions of this Agreement, ACT hereby grants to the CR101 Site a non-exclusive and non-transferable right during the Term of the Agreement to use the Licensed Product for the purpose of skill remediation for, and training of, the Authorized Users at the Authorized Curriculum Locations or CR101 Site (provided that, Authorized Users also may be allowed online access to Licensed Product from locations other than Authorized Curriculum Locations). The Licensed Products, including its embedded quizzes, tests and reports are in no way intended as a high-stakes assessment or as a replacement for assessments such as the WorkKeys® assessments, certifications such as the National Career Readiness Certificate, or EOLWD’s or the CR101 Site’s own records used for any remuneration of Authorized Users. The Licensed Product is licensed, not sold.
2. Restrictions. The CR101 Site may not (a) use the Licensed Product for any other purpose, (b) assign, license, sell, loan, lease, or otherwise transfer the Licensed Product or the related materials in whole or in part, (c) authorize or allow a third party to use the Licensed Product (other than the contemplated use by the Participating Location), (d) copy, or allow anyone else to copy, in whole or in part, the Licensed Product, (e) modify, reverse engineer, decompile, or disassemble the Licensed Product or related materials, or (f) store the Licensed Product’s related materials at any location other than the Authorized Curriculum Location(s) (provided that, Authorized Users may be allowed online access to Licensed Products from locations other than Authorized Curriculum Locations).
3. CR101 Site Responsibilities. The participating Location shall, and EOLWD shall cause Participating Location to, (a) appoint an administrator who shall have the sole authority to distribute passwords, and to set up additional accounts, (b) assure proper machine configuration, a compatible Internet browser, and Internet access, (c) use each Licensed Product in conformance with the relatedmanuals as published and updated from time to time, (d) restrict access to the Licensed Product and related materials to those individuals who have a “need to know” for the authorized purpose, (e) control the use of the Licensed Product, and assure that only Authorized Users are provided access, (f) comply with all other terms and conditions of this Agreement, and (g) assume full responsibility for the selection of the Licensed Product to achieve its intended purpose.
4. Data. The parties acknowledge and agree that ACT may use and disclose the data collected from the use of the Licensed Products, as set forth in ACT’s data usage policies, as amended from time to time.
5. Use After Termination. Upon termination of this Agreement for any reason, the Participating Location shall immediately discontinue use of the Licensed Products and shall immediately destroy, or if requested by ACT, return, all copies of the related materials in its possession. The Participating Location shall, and EOLWD shall cause the Participating Location to, certify in writing its compliance with these requirements.
6. Maintenance. The Licensed Product is subject to recurring maintenance windows, and occasionally unscheduled maintenance, during which servers may be taken offline. ACT shall not be responsible for any damages or costs incurred by the Participating Location or EOLWD, if any, for such down time.
7. Updates and Modifications. The Licensed Product may be modified or updated from time to time at ACT's sole discretion. ACT shall make such modifications and updates available as they are developed; provided however, that: (a) ACT reserves the right to charge a fee for any new functionalities available through the Licensed Product; and (b) to the extent that modifications or updates require revised computer configuration, the Participating Location shall, and EOLWD shall cause the Participating Location to, provide such hardware or software that meets the revised computer configuration requirements for the updated Licensed Product within the time frame set forth in a written (including electronic) notice from ACT detailing the timeframe of such modification or update and the revised computer configuration requirements.
8. Ownership. All title and copyrights in and to the Licensed Product (including but not limited to any images, photographs, animations, video, audio, music, text and "applets," incorporated into the Licensed Product), the accompanying printed materials, and any copies of the Licensed Product, are owned by ACT or its suppliers. All rights not specifically granted under this Agreement are reserved by ACT. ACT owns the trademarks “*KeyTrain*” and *“Career Ready 101.”* Except as specifically granted in this Agreement, neither the Participating Location nor EOLWD acquires any right, title, or interest in or to the Licensed Product, any rights in patents and copyrights applicable thereto, or any right, title or interest in or to the trademarks “*KeyTrain*” *and “Career Ready 101.”* Use of ACT trademarks is governed by the Agreement and the Trademark Guidelines.
9. U.S. Government Licensees.The Licensed Product is a "commercial item," as that term is defined in 48 C.F.R. 2.101 (Oct. 1995), consisting of "commercial computer software" and "commercial computer software documentation," as such terms are used in 48 C.F.R. 12.212 (Sept. 1995). Consistent with 48 C.F.R. 12.212 and 48 C.F.R. 227.7202-1 through 227.7202-4 (June 1995), all U.S. Government End Users acquire the Licensed Product with only those rights set forth herein.
10. Computer Requirements. The Participating Location and EOLWD acknowledge and agree that the computer configuration requirements located at <http://www.keytrain.com/requirements.asp> are required to properly access and use the Licensed Product and that ACT and EOLWD shall have no liability for matters relating to the failure to comply with these computer requirements. ACT may revise these configuration requirements from time to time in its sole discretion.
11. General. This Agreement shall be governed by the laws of the Commonwealth of Massachusetts. Should any provision of this Agreement be held by a court to be unenforceable, such provision shall be modified by the court and interpreted so as to best to accomplish the objectives of the original provision to the fullest extent permitted by law, and the remaining provisions of this Agreement shall remain in full force and effect. Headings used in the Agreement are for reference purposes only and shall not be deemed a part of the Agreement.

**GENERAL TERMS AND CONDITIONS**

Compensation.

* 1. EOLWD Payment Obligations. EOLWD agrees to pay for the charges to provide Career Ready 101 to Participating Locations (Career Ready 101 Sites) for the effective period of the contract among EOLWD, SHI and ACT.
	2. Career Ready 101 Sites: Administration of Career Ready 101 must be accomplished at the expense of the participating location as part of the organization’s programming and use of the tool.

Term and Termination.

a. Effective Period. The term of this Career Ready 101 Site Agreement is three (3) years from the Effective Date (“Term”). The Effective Date is the day that contract among EOLWD, SHI and ACT is executed.

1. Termination for Breach. ACT or EOLWD may terminate this Agreement with the Career Ready 101 Site if the Career Ready 101 Site or its partners breach its obligations under this Agreement.

11. Relationship of the Parties. The parties to this Agreement are independent contractors. Nothing in this Agreement is intended to or shall be construed to constitute or establish an agency, employer/employee, partnership, franchise, or fiduciary relationship between the parties; and no party hereto shall have the right or authority or shall hold itself out to have the right or authority to bind any other party, nor shall any party be responsible for the acts or omissions of the other.

12. Warranty and Limitations.

ACT EXPRESSLY DISCLAIMS AND SHALL HAVE NO RESPONSIBILITY FOR (1) THE OPERATION OF OTHER PRODUCTS THAT MAY INTERFERE WITH THE *CAREER READY 101* SYSTEM MATERIALS*,* (2) TECHNICAL DIFFICULTIES THAT MAY ARISE DUE TO SIMULTANEOUS OPERATION OF OTHER SOFTWARE IN THE DESIGNATED COMPUTER(S), (3) ANY LOSS OF DATA THAT MAY OCCUR DURING STATE’S, EOLWD’S, OR PARTICIPATING LOCATION'S USE OF *CAREER READY 101* SYSTEM MATERIALS*,* (4) ANY USE OF THE *CAREER READY 101* SYSTEM MATERIALS ON EQUIPMENT THAT DOES NOT COMPLY WITH ACT’S COMPUTER CONFIGURATION REQUIREMENTS SET FORTH BY ACT, AND (5) DELAYS OR OTHER EVENTS BEYOND ACT’S REASONABLE CONTROL.

ACT FURTHER DOES NOT WARRANT THAT THE *CAREER READY 101* SYSTEM MATERIALS ARE COMPATIBLE WITH EVERY INTERNET BROWSER OR WITH EVERY WORKSTATION. ACT MAKES NO REPRESENTATIONS OR WARRANTIES, EXPRESS OR IMPLIED, AND ASSUMES NO RESPONSIBILITY OR LIABILITY FOR ANY COMPLICATION, SUITABILITY OR NON-COMPATIBILITY OF THE TECHNOLOGY, SOFTWARE OR HARDWARE USED BY STATE, EOLWD, OR PARTICIPATING LOCATION TO ACCESS AND USE THE *CAREER READY 101* SYSTEM MATERIALS.

Force Majeure. ACT shall not be liable for any delay or failure to perform, which delay or failure is due to causes or circumstances beyond its control, including, without limitation, national emergencies, inclement weather, fire, flood, epidemics, or catastrophe, acts of God, governmental authorities (including the Commonwealth), or parties not under the control of ACT, insurrection, war, riots, or failure of transportation, communication, or power supply. ACT shall exercise commercially reasonable efforts to mitigate the extent of the excusable delay or failure and its adverse consequences; provided, however, that should any such delay or failure continue for more than sixty (60) days, the Agreement may be terminated by either the party immediately upon notice to the other.

Assignment. Neither this Agreement nor any of its provisions may be assigned, or transferred without the written consent of the other party. ACT may subcontract all or part of its obligations under this Agreement provided that ACT shall remain responsible for any such subcontractor’s performance.

Use of ACT’s Trademarks/Intellectual Property Infringement. Subject to the restrictions set forth in this Agreement and pertaining to ACT Products and Services, and only during the term of this Agreement, ACT grants to EOLWD and Career Ready 101 Sites a non-exclusive, non-transferable, non-sublicensable and non-assignable right to use the act trademarks as indicated, and subject to the limitations set forth in the trademark guidelines.

Restrictions.

(i) All of Career Ready 101 Sites’ use of ACT’s trademarks must be preapproved by ACT. Career Ready 101 sites must contact ACT by email at workkeys@act.org to initiate the review process for any proposed trademark uses and shall not begin use of the trademarks until Career Ready 101 Sites received affirmative written approval from ACT to do so.

(ii) The Career Ready 101 site shall not use, any of act’s trademarks in such a way so as to give the impression that they are the property of anyone other than ACT.

(iii) The Career Ready 101 site shall comply with the Trademark Guidelines, and any other reasonable requirements established by ACT concerning the style, design, display, and use of its trademarks. ACT may revise such guidelines and requirements in its sole discretion at any time and from time to time. Career Ready 101 Sites agree that it will not change the names of the ACT Products and Services in its administration, offering, marketing or other use of the Products and Services, and that the individual components shall always be known and referred to by their ACT dictated names unless renamed by ACT.

Trademark ownership. Except to the extent expressly granted in this Agreement, no rights to ACT’s trademarks are granted by ACT under this Agreement. The Career Ready 101 site agrees that ownership of the marks, as defined in the Trademark Guidelines, licensed to the Commonwealth and the goodwill relating thereto shall remain vested in ACT both during the period of this Agreement and thereafter, and the Career Ready 101 site further agrees never to challenge, contest or question the validity of ACT’s ownership of the Marks or any registrations thereof by ACT. The Career Ready 101 Site shall not file or prosecute a trademark or service mark application or applications to register the Marks (or any mark containing or similar to the Marks) in connection with any goods or services in any jurisdiction. This Section shall survive the termination of CRS Agreement, whether by expiration, termination or for any other reason.

Term. The trademark license herein shall terminate immediately upon termination of this Agreement, and the Career Ready 101 Site shall immediately delete or destroy all materials containing the Marks upon termination of this Agreement. ACT also reserves the right to immediately terminate the licenses set forth in this Agreement at will if the Career Ready 101 Site use of ACT’s trademarks does not, in the judgment and sole discretion of ACT, comply with the requirements set forth in this Agreement.

Notification of Changes. The Career Ready 101 Site shall give proper notice to EOLWD when an organizational change that may impact the implementation and delivery of the Career Readiness Initiative as a whole or Career Ready 101 at the CR101 Site occurs. Such changes may include, but are limited to, a change in personnel or contact information of the Primary and/or Secondary Liaison; if the organization or the Liaisons moves to a new location; or if there are significant changes to the deployment of the Career Ready 101 tool at the CR101 Site. All notification of changes must be made in writing to:

Email: careerreadiness@state.ma.us

Postal Mail: Career Readiness Initiative

Executive Office of Labor and Workforce Development

1 Ashburton Place, Suite 2112

Boston, MA 02108

**TRADEMARK GUIDELINES**

The following guidelines describe the proper use of ACT’s trademarks. ACT, Inc. reserves the right to change these guidelines at any time.

1. Prior Written Consent Required. You are being provided these guidelines because you have agreed to administer, participate, or use ACT’s Products and Services, which involves the use of ACT’s trademarks indicated below (the “Marks”). Except as expressly set forth in the Private Site Agreement to which these Trademark Guidelines are attached, these guidelines do not entitle you to use any other trademarks of ACT. You should not use any of ACT’s trademarks (including, without limitation, in any business name, company name, domain name, or in conjunction with your products or services) in any way that would infringe on ACT’s rights unless otherwise expressly agreed to in advance in writing by ACT.

2. Use of Trademark Symbols. For all of ACT’s federally registered trademarks, you must place the ® symbol immediately following the mark at least the first time you use it in a print or electronic document (e.g. on the cover, in the first inside header). In addition, if the document is long or multipart, use the ® symbol with the trademark each time it appears in a major section, part or element. The following marks and logos are federally registered:

 ACT® (Note: the ACT mark may be used ONLY in combination with the other marks listed below. For example, “ACT KeyTrain” is acceptable.)

 KeyTrain®

 WorkKeys®



NCRC®

3. Trademarks Not Federally Registered. For all of ACT’s trademarks that are not federally registered, you must place the ™ symbol immediately following the mark at least the first time you use it in a print or electronic document (e.g. on the cover, in the first inside header). In addition, if the document is long or multipart, use the ™ symbol with the trademark each time it appears in a major section, part or element. The following marks and logos are not federally registered:

 ACT Career CurriculumTM

 Career Ready 101TM

 TM



4. Marks Allowed for Permitted Use:

1. You may only use the Marks pertaining to the Products and Services purchased as and to the extent permitted herein. The available Products and Services and applicable attendant Marks permitted for use are as follows:

|  |  |
| --- | --- |
| Product/Service | Mark |
| ACT® WorkKeys® Internet-Based Assessment System  |  None, without ACT’s prior written consent. |
| ACT® WorkKeys® Paper-Based Assessment System | None, without ACT’s prior written consent. |
| ACT® RegiSTAR™ related Products and Services | WorkKeys, NCRC, ncrc_col |
| ACT® Readiness Indicator | None, without ACT’s prior written consent. |
| ACT® Career Curriculum Products and Services | None, without ACT’s prior written consent. |
| License to Be an ACT Career Solutions Provider | WorkKeys, KeyTrain, Career Ready 101 |

You may not use any other ACT trademark, including the Express Score or RegiSTAR marks.

1. You may only use the Marks cited above pertaining to the Products and Services purchased as follows:

|  |  |
| --- | --- |
| Product/Service | Use |
| ACT® RegiSTAR™ related Products and Services | Subject to the restrictions set forth in this Private Site Agreement, and only during the term of this Private Site Agreement, ACT grants to Participating Location a non-exclusive, non-transferable, non-sublicensable and non-assignable right to use the cited Marks on the certificate and in Participating Location’s marketing materials related to the certificate program. |
| License to Be an ACT Career Solutions Provider | Subject to the restrictions set forth in this Private Site Agreement, and only during the term of this Private Site Agreement, ACT grants to Participating Location a non-exclusive, non-transferable, non-sublicensable and non-assignable right to use the cited Marks for purposes of administration and marketing of ACT Products and Services. |

5. Using the Trademarks in Text.

(a) When using the text version of a trademark, set it apart from other nouns and words it modifies. Capitalize the text and use the appropriate trademark symbol. You may also underline, italicize, or bold the text.

(b) Use ACT’s trademarks as proper adjectives only. A trademark is an adjective and should not be used as a verb or as a noun. The use of nouns or other descriptive words in close proximity to a mark distinguishes the mark as a trademark, and should always be used in conjunction with the trademark whenever possible, and, at a minimum, the first time you use it in a document. However, it is not necessary to use nouns or other descriptive words in conjunction with a logo standing alone, for example, on marketing materials or on a web site.

Correct: The WorkKeys® assessment system permits a direct comparison of the skills and levels of skills needed to perform a job with the skills and levels of skills an individual currently possesses.

Incorrect: WorkKeys® permits a direct comparison of the skills and levels of skills needed to perform a job with the skills and levels of skills an individual currently possesses.

(c) Do not use ACT’s trademarks in the possessive or plural form.

 Correct: The WorkKeys assessment system has many advantages.

 Incorrect: WorkKeys’ advantages are numerous.

(d) Do not shorten, abbreviate or create acronyms from ACT’s trademarks.

 Incorrect: The WK program has numerous advantages.

(e) Do not hyphenate ACT’s trademarks, even at the end of a line.

(f) When using the words “National Career Readiness Certificate” in text, and not as part of the logo, do not use the ™ symbol or the ® symbol.

Correct: The National Career Readiness Certificate issued by ACT serves as a proven economic development tool.

Incorrect: ACT’s National Career Readiness Certificate™ serves as a proven economic development tool.

6. Do Not Combine ACT’s Trademarks. Do not combine ACT’s trademarks with your trademarks or the trademarks of any third party.

7. Display of ACT’s Trademarks. Do not display any of ACT’s trademarks in larger format or more prominently than your own trademarks, wherever displayed, without the prior written consent of ACT. Do not display any of ACT’s trademarks in any way that would dilute, diminish, cause harm to, or misrepresent such trademarks, the product or service itself, or ACT, Inc. Use ACT’s trademarks only to identify ACT, Inc.’s products and services.

8. Attribution. Do not use any of ACT’s trademarks in a manner that would create confusion regarding the ownership of ACT’s products or services. You must state, either in a footnote or in a parenthetical, that the trademark you are using is a trademark of ACT, Inc., and indicate whether or not the trademark is federally registered. All attribution statements must be placed on a separate line from other statements. If you use ACT’s trademark on a web site designed and/or maintained by you, you must include an attribution on the first page of the web site. For all other materials, include an attribution the first time you use the trademark in your materials.

Correct attribution for trademarks that are not federally registered:

[identify the trademark] is the trademark of ACT, Inc.

Correct attribution for trademarks that are federally registered:

[identify the trademark] is the registered trademark of ACT, Inc.

9. Logo. ACT’s logos may not be altered in any way, except for minor enlargement or reduction. Use the correct PMS colors and color separations when reproducing the logo in color.

10. Descriptions of ACT’s Products and Services. Any statements describing any of ACT’s Products and Services that you include on any web site or marketing materials but that did not originate from ACT must be submitted for review and approval to ACT’s legal department at the address in paragraph 11 below. Do not make any claims, representations, warranties, guarantees, or similar statements in any of your materials regarding ACT’s Products and Services unless expressly authorized in writing by ACT.

11. ACT’s Right to Review. ACT reserves the right to request samples of your materials using ACT’s trademarks periodically to ensure compliance with this document, and such materials must be provided to ACT in a timely manner.

12. Contacts. For questions regarding these guidelines, please contact ACT’s Legal Department at the following address:

 ACT, Inc.

 Law Department

 500 ACT Drive

 P.O. Box 168

 Iowa City, Iowa 52243-0168

 (319) 337-1686

To obtain a sample of the approved logo, please contact ACT’s Communications Department at the following address:

 ACT, Inc.

 Communications Department

 500 ACT Drive

 P.O. Box 168

 Iowa City, Iowa 55243-0168

 (319) 337-1409

Notification of ACT decisions will be made in accordance with the Notices section of the Standard Agreement Form.

**Agreed to by:**

Participating Location / Career Ready 101 Site:

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Agreed to on behalf of the Above-Named Participating Location / Career Ready 101 Site:

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**TITLE**

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**SIGNATURE**

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**DATE**

**cONTACT INFORMATION:**

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**ADDRESS**

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**PHONE**

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**EMAIL**