



TRANSFERABLE TRADE SKILLS (TTS)

ARTICLES OF TTS LICENSE AGREEMENT

This Agreement made the ____ day of _____, _____.

BETWEEN:

Address(es) of Licensee site(s) covered by this Agreement:

(Hereinafter referred to as "**LICENSEE**")

AND

UNITED FOOD AND COMMERCIAL WORKER'S UNION, LOCAL 247
227 6TH STREET, NEW WESTMINSTER, B.C. V3L 3A5

(Hereinafter referred to as "**UFCW Local 247**")

LICENSE AGREEMENT:

- 1) The following documents and any amendments thereto form the License Agreement between UFCW Local 247 and the LICENSEE:
 - a. These Articles of Agreement
 - b. The document attached hereto as Schedule A
 - c. The document attached hereto as Schedule B

WHEREAS:

- 1) LICENSEE has among its objectives to assist unemployed Canadians obtain their goal of suitable employment.
- 2) UFCW Local 247 has developed a web based, trade skills profiling software program (hereinafter referred to as "Transferable Trade Skills or TTS"), a TTS Website (hereinafter referred to as the "Website") and the TTS User Guide (hereinafter referred to as the "User Guide") containing information which the LICENSEE can use to assist their unemployed Canadian clients obtain their goal of suitable employment.
- 3) LICENSEE wishes to obtain a non-exclusive license from UFCW Local 247, allowing LICENSEE to use TTS, the Website, and the User Guide for a limited term as set out herein.

NOW THEREFORE, THE PARTIES ACKNOWLEDGE AND AGREE AS FOLLOWS:

GRANT OF LICENSE

- 1) Subject to the terms and conditions of the Agreement, UFCW Local 247 hereby grants LICENSEE a nontransferable, non-assignable, and non-exclusive license (hereinafter referred to as the "License"):
 - a) To use TTS on any suitable computer equipment at the address(es) appearing on page 1 of the Agreement;
 - b) To access the Website;
 - c) To use the User Guide; and,
 - d) To use TTS and its trademarks or logos subject to certain restrictions as set out herein.
- 2) UFCW Local 247 shall provide LICENSEE with an Administrative Password for the Licensee's site(s), which will allow access to TTS in an Administrative capacity for the LICENSEE'S site. The LICENSEE's site Administrator will subsequently issue passwords to selected employees of the LICENSEE whose normal duties take place on the site(s) referred to on Page 1 of this Agreement. In addition, the site Administrator will assume responsibility for the security and confidentiality of all passwords subsequently issued to these selected employees of the LICENSEE.
- 3) LICENSEE agrees:
 - a) NOT to make any copies of TTS;

- b) NOT to adapt, modify, decompile, analyze, or reverse engineer any portion of TTS, or assist others in doing so;
- c) NOT to allow any other person or entity to use TTS, other than as provided for in this Agreement;
- d) NOT to profit monetarily or in kind from the use or service of TTS;
- e) NOT to use TTS other than from the address(s) which appears on Page 1 of this Agreement;
- f) NOT to issue passwords to any individual or entity other than those in the employ of the LICENSEE as outlined in Section 2 of this Agreement, or, TTS Workshop participants, who will be issued passwords for a term that will not exceed the duration of the Workshop they attend;
- g) NOT to use TTS for purposes other than those incorporated in this Agreement;
- h) To keep the Administrative Password safe and secure and restricted only to the Site Administrator;
- i) To keep all passwords safe and secure and restricted to those who are identified on the Administrative page of TTS
- j) To maintain security that will avoid the loss, theft or damage of TTS;
- k) To allow UFCW Local 247 access to inspect LICENSEE's computers from time to time;
- l) To limit LICENSEE's use of the TTS logos or trademarks to promotional material provided by UFCW Local 247 and to use this promotional material only in connection with services outlined in this Agreement;
- m) To ensure that services outlined in this Agreement and enhanced by TTS are delivered in a professional manner, in a safe and secure environment, and shall comply with other reasonable standards of character and quality as may be set by UFCW Local 247 from time to time;
- n) To ensure that all LICENSEE activities involving TTS are in accordance with and governed by the local by laws, the Province of B.C. and the federal laws of Canada.

4) All rights not explicitly granted are reserved to UFCW Local 247.

INTELLECTUAL PROPERTY RIGHTS

- 5) LICENSEE acknowledges that UFCW Local 247 owns all rights in and to TTS, the Website, and the User Guide, including but not limited to copyright in all countries, trade secrets, database rights and the right to file patent applications in all countries, and LICENSEE agrees not to contest such ownership, do anything inconsistent with such ownership, or assist others in contesting such ownership.
- 6) LICENSEE acknowledges that UFCW Local 247 owns all rights, titles and interests in and to the TSP trademarks and logos, and shall do nothing inconsistent with such ownership, or assist others in contesting such

ownership. All use of the TTS trademarks and logos by LICENSEE shall have the same effect as use of the TTS trademarks and logos by UFCW Local 247.

SUPPORT

- 7) LICENSEE shall provide suitable computer equipment for operating TTS at the address(s) appearing on Page 1 of the Agreement. The computer equipment shall, at minimum, meet the standards set out in Schedule "A" to this Agreement, and LICENSEE shall arrange for suitable internet access at its own expense.
- 8) Once both parties to this Agreement have duly signed this Agreement, UFCW Local 247 shall evaluate LICENSEE's computer equipment and determine whether such equipment is suitable for using TTS and accessing the Website. If such equipment is not suitable, UFCW Local 247 shall advise LICENSEE as to the steps LICENSEE needs to take, at LICENSEE's expense, to provide suitable computer equipment, and LICENSEE shall take such steps within sixty (60) days of being so advised by UFCW Local 247.
- 9) Once LICENSEE's computer equipment is suitable for using TTS and accessing the Website, UFCW Local 247 shall provide LICENSEE with the Administrative Password.
- 10) LICENSEE shall report any problems with TTS to UFCW Local 247, and UFCW Local 247 shall use its best efforts to solve any material problems, in a timely fashion, which prevent LICENSEE from using TTS. With respect to problems which do not prevent LICENSEE from using TTS, UFCW Local 247 shall attempt to solve such problems in a subsequent version of TTS.
- 11) UFCW Local 247 shall provide LICENSEE with any updated versions of TTS released during the term of this Agreement.
- 12) Once TTS has been installed, UFCW Local 247 shall conduct a maximum of eight (8) hours of training, for up to twelve (12) LICENSEE personnel who will be using TTS. The training program may be conducted in person or electronically as agreed upon by both parties to this Agreement. All travel costs and wage replacement costs incurred by UFCW Local 247 in providing this training, will be provided by the LICENSEE, over and above the annual fee.
- 13) UFCW Local 247 shall provide assistance and support to LICENSEE personnel, who have been issued passwords by the LICENSEE's Administrator, and who are using TTS. This support shall be accessed by a toll free number, and/or a direct E Mail to TTS support personnel. UFCW Local 247 will use its best efforts to respond to all requests for support as

soon as possible and within the daily working hours of UFCW Local 247 personnel.

CONFIDENTIALITY AND PRIVACY

14) Each party to this Agreement shall keep strictly confidential all information regarding the business or activities of the other party that is not generally known or that each party may acquire, see or be informed of as a direct or indirect consequence of negotiation or entering into this Agreement. Confidential information does not include information:

- a) That is in the public domain;
- b) Which was known to the receiving party at the time of disclosure;
- c) That is disclosed independently without breach of this Agreement, or,
- d) Is received from a third party without breach of an obligation of confidentiality or good faith.

Neither party shall use, duplicate or disclose to any other person or entity any Confidential Information nor did any recollections of Confidential Information without being first authorized in writing by the party to whom the duty of confidence is owed.

15) Each party to this Agreement will respect the privacy of its own clients and customers, and those of the other party, in accordance with Schedule 1 to the *Personal Information Protection and Electronic Documents Act*, and will not use any personal information of any of its own clients and customers, or those of the other party, for any purpose other than training or placing clients in productive employment.

16) LICENSEE shall inform its own clients that personal information gathered from them may be used by UFCW Local 247 in the collection and use of statistical data.

FEES AND PAYMENTS

17) LICENSEE shall pay One Thousand Dollars (\$1,000) plus GST plus PST, per year or Five Hundred Dollars (\$500) for six (6) months, plus GST plus PST, for each site license, plus any incurred expenses due to agreed upon training. Payment for all fees and expenses will be listed on Schedule B of this Agreement. Failure to provide fees and expenses as agreed upon in Schedule B of this Agreement may result in immediate termination of access to TTS.

18) If LICENSEE wishes to use TTS at a location operated by LICENSEE other than the location(s) appearing on Page 1 of this Agreement, the parties to this

Agreement, must reach agreement as to the terms and fees of such a license and sign an amendment to this Agreement that outlines such terms, prior to installing TTS to the additional site(s). For greater certainty, LICENSEE hereby expressly acknowledges that there is no obligation on UFCW Local 247 to grant any amendment to the original license.

19) LICENSEE agrees to pay any and all costs incurred by or on behalf of UFCW Local 247 related to any misuse, or lack of diligence in the use, of TTS, the Website or the Administrative Password or other passwords issued to or by LICENSEE or anyone associated with LICENSEE.

REPRESENTATIONS AND WARRANTIES

20) UFCW Local 247 warrants and represents that it is authorized to enter into this Agreement.

21) LICENSEE warrants and represents that it is authorized to enter into this Agreement, and has sufficient financial resources to meet its obligations under this Agreement.

22) LICENSEE warrants and represents that LICENSEE's offices, facilities and computer equipment is in a condition suitable for operation of TTS and accessing the Website, and agrees to maintain LICENSEE's offices, facilities and computer equipment in a suitable condition.

TERM AND TERMINATION

23) This Agreement shall terminate as per the date indicated on Schedule B of this Agreement. The Execution date refers to the date on which the LICENSEE receives the Administrative Password.

24) If LICENSEE wishes to extend the term of the License granted under this Agreement, both parties to this Agreement must reach agreement as to the terms and license fees of such a license and sign an amendment to this Agreement that outlines such terms, prior to the termination date of this Agreement.

25) LICENSEE may terminate this Agreement at any time and for any reason provided an Amendment to Schedule B of this Agreement is agreed upon and signed by both parties, prior to the termination date. Any adjustment to licensing fees must also be duly negotiated and amended on Schedule B of this Agreement prior to the Termination date. If this Agreement is so terminated, LICENSEE will have no further obligations under this Agreement, other than its obligations under sections 5, 6 and 14 to 16.

26) If either party defaults in the performance of any of its obligations under this Agreement, and fails to correct the default within thirty (30) days of receiving written notice of the default from the other party, the other party may terminate this Agreement by delivering written notice of termination to the party in default.

27) UFCW Local 247 may terminate this Agreement immediately should LICENSEE fail to live up to any of its obligations under Section 3 of this Agreement.

28) Upon termination of this Agreement, LICENSEE shall:

- a) Immediately cease any and all use of TTS, the User Guide or the Website passwords;
- b) Immediately cease the distribution of any TTS brochures or other promotional material.

29) Upon termination of this Agreement UFCW Local 247 will immediately terminate all LICENSEE's Administrative and User Passwords.

30) The obligations of both parties to this Agreement under Sections 5, 6 and 16 to 19, shall remain in effect after termination of this Agreement.

LIMITATIONS ON LIABILITY

31) Neither party to this Agreement shall be liable to the other party hereto for loss or damage arising out of any delay or failure by such party in performing its obligations hereunder if such delay or failure was the unavoidable consequence of any Act of God, exercise of government power, strike or other labour disturbance, war, revolution, embargo, insurrection, operation of military forces, or other event of condition beyond the control of such party, provided that such party:

- a) Notifies the other party of its inability to perform and the reasons therefore, with reasonable promptness; and,
- b) Perform its obligations hereunder as soon as circumstances permit.

32) In no event shall UFCW Local 247 be liable for any commercial, economic, special, incidental, indirect, consequential or exemplary damages, howsoever arising, even if UFCW Local 247 has been advised of, or foresees the possibility of, any of these damages occurring including (without limitation) any lost revenue, failure to realize expected profits or savings, or for any claims made by a person not party to this Agreement.

33) LICENSEE shall indemnify and save harmless UFCW Local 247 from and against all damages, injuries, liabilities, costs and expenses, including

(without limitation) actual legal fees and costs charged to UFCW Local 247 by UFCW Local 247's own lawyers, that may be incurred by or claimed against UFCW Local 247 as a result of:

- a) The unauthorized use of TTS, the User Guide, TTS trademarks or logos, the Website or the Website passwords, by LICENSEE, or,
- b) Any breach of the Agreement by LICENSEE, or,
- c) Any claims by third parties relating to any use of TTS, the User Guide, TTS trademarks or logos, the Website, or Website passwords, or on behalf of LICENSEE, including (without limitation) claims made by LICENSEE's own clients or staff.

GENERAL

- 34) This Agreement constitutes the entire Agreement between the parties. The parties understand and agree that there are no statements, representations, warranties, undertakings or agreements, written or oral, express or implied, between the parties except as stated in this Agreement.
- 35) This Agreement may be amended, modified, released, discharged, or abandoned only by an instrument executed by the duly authorized officers of the parties.
- 36) This Agreement may not be assigned by LICENSEE without the prior written consent of UFCW Local 247.
- 37) Time is of the essence in the Agreement. If UFCW Local 247 waives a particular default or wrongful act of LICENSEE, that waiver shall not affect or impair the rights of UFCW Local 247 in respect of any other default or wrongful act. If UFCW Local 247 delays or fails to exercise any rights in connection with any default or wrongful act of LICENSEE, that delay or failure will not affect or impair the rights of UFCW Local 247 in respect of that event or any other default or wrongful act of the LICENSEE. In all events, time will continue to be of the essence following particular waivers, extensions or delays, without the necessity of specific reinstatement.
- 38) If any terms of this Agreement is partially or wholly invalid or unenforceable, the remainder to the Agreement will not be affected and each remaining term will be separately valid and enforceable, provided that the character of this Agreement is not fundamentally altered by the removal of the offending term.
- 39) All notices, Statements and other communication and payments that the parties provide to each other in connection with this Agreement shall be in writing and shall be delivered to the addresses specified on the first page of this Agreement or to any other address of which written notice has been given by one party to the other.

40) All monetary amounts mentioned herein are in lawful currency of Canada, unless expressly stated to be otherwise and all payments to be made pursuant to this Agreement shall be payable in lawful currency of Canada.

41) This Agreement shall be construed in accordance with, and governed by, the laws of the Province of British Columbia, local bylaws, and the applicable Federal laws of Canada.

ENTIRE AGREEMENT

42) This Agreement, including Schedules A and B, attached hereto, constitutes the entire agreement between the LICENSEE and UFCW Local 247, with respect to its subject matter and supercedes all previous understandings, agreements, negotiations and documents collateral, oral or otherwise between them relating to its subject matter in the event of conflict.

IN WITNESS WHEREOF, the parties hereto have caused these presents to be executed under the hands of their proper officers duly authorized in that behalf.

SIGNED this _____ day of _____, 200_

FOR UFCW Local 247

Signature

Print Name

FOR LICENSEE

Signature

Print Name

SCHEDULE A

MINIMUM EQUIPMENT REQUIREMENTS

The following is a minimum computer system required for operating Transferable Trade Skills (TTS):

Internet Connection: High Speed (ADSL, Cable Modem, or Equivalent)
Software: Adobe Acrobat Reader 5.0+
Macromedia Flash Player 7.0+
Microsoft Internet Explorer 5.5+
Microsoft WordPad or Microsoft Word (Resume)
Windows Media Player 9+ (Online Demo)

Printer: Any Standard Printer (Color preferred)

Links to download required software: <http://www.transferableskills.ca/software>

LICENSEE Initials: _____ date _____
UFCW Local 247 Initials: _____ date _____

SCHEDULE B

AGREEMENT DURATION AND FEE SCHEDULE

Agreement Duration:

Execution date: _____
(Agreement must be signed by both parties prior to this date)

Termination date: _____

Agreement Fee Schedule:

Annual Fee: _____ (inclusive of GST and PST), or

Initial 6 month fee: _____ (inclusive of GST and PST)

Fee Due date: _____

Additional Training Costs: _____

Description of Training Costs:

Wage reimbursement for Trainer(s): \$ _____

Travel and other agreed upon expenses incurred by Trainer(s):

Due Date(s) for Additional Training Costs:

\$ _____ due by: _____

\$ _____ due by: _____

LICENSEE Initials: _____ date: _____;

UFCW Local 247 Initials: _____ date: _____