

The Open Group Certified Technical Specialist (Open CTS) Program

Certified Technical Specialist Trademark License Agreement

Issue 1.0, January 15, 2008

Note

PLEASE READ THE FOLLOWING TERMS AND CONDITIONS BELOW. IF YOU ACCEPT ALL OF THE TERMS CONTAINED IN THIS AGREEMENT, YOU SHOULD INDICATE THIS BY SIGNING THIS AGREEMENT.

This Trademark License Agreement ("Agreement") is made and entered into by and between the following Parties: The Open Group, Apex Plaza, Forbury Road, Reading, England, RG1 1AX ("the Certification Authority"), and you ("the Licensee").

WHEREAS:

1. The Open Group is the proprietor or exclusive licensor of certain Trademarks.
2. The Licensee is uniquely defined in the Certification Record and wishes to use said Trademarks on and in relation to services they offer and in descriptions of themselves and their skills and experience, when the Licensee has met the Conformance Requirements.
3. The Open Group is willing to permit the Licensee to use said Trademarks as aforesaid, subject to the provisions of this Agreement.

Now therefore, in consideration of the mutual rights and obligations of the Parties set forth below, the Parties agree as follows:

1. Definitions:

For purposes of this Agreement, the following terms shall have the following meanings:

Trademark Usage Guidelines	The set of rules describing the form and manner in which the Trademarks are to be used by the Licensee (subject to any specific reasonable interpretation by The Open Group in individual cases) as amended or revised from time to time by The Open Group, currently available from http://www.opengroup.org/opencits/cert/ .
Certification Policy	The Open Group Certified Technical Specialist (Open CTS) Program Certification Policy document, as amended from time to time by The Open Group, currently available at http://www.opengroup.org/opencits/cert/ .
Certification Record	The information identifying the Licensee, including contact details, and describing the way in which the Licensee meets the Conformance Requirements, including which optional criteria are met.
Conformance Requirements	The Open Group Certified Technical Specialist (Open CTS) Program Conformance Requirements document in which is defined the mandatory and optional requirements a person must meet in order to be considered conformant, currently available at http://www.opengroup.org/opencits/cert/ .
Directory of Certified Technical Specialists	The official list of all Certified Technical Specialists, which is maintained by the Certification Authority and made publicly available via the Internet.
Person	Includes a body of persons whether or not incorporated.
The Open Group Certification Mark	The logo mark for The Open Group's certification programs as defined in the Trademark Usage Guidelines. The Open Group Certification Mark is a trademark of The Open Group.

Trademarks	The names, logos and other marks used by The Open Group in connection with its certification program for Technical Specialists, more particularly defined in the Trademark Usage Guidelines.
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2. License

1. The Open Group hereby grants the Licensee, its agents, and other parties, a limited, non-exclusive, non-sublicensable and non-transferable license to use the Trademarks solely in connection with publicizing that the Licensee has met the Conformance Requirements for Certification.
2. The Licensee, its agents, and other parties may only use the Trademarks on and in relation to services they offer and in descriptions of themselves and their skills and experience, when the Licensee has met the Conformance Requirements.
3. All such uses shall only be in accordance with the Trademark Usage Guidelines.
4. The Licensee shall not use or register any mark or name confusingly similar to the Trademarks in respect of any goods or services.
5. When the Licensee no longer has a current entry in the Directory of Certified Technical Specialists, the permission to use the Trademarks is withdrawn. Use of Trademarks must cease as soon as is reasonably practicable following the removal from the Directory of Certified Technical Specialists.
6. Where any of the Trademarks appears on the World-Wide Web it must be hyperlinked to the **The Open Group Technical Specialist Certification** web page <http://www.opengroup.org/opencits/cert/>, as for example by using the following HTML construct:

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<a href="http://www.opengroup.org/opencits/cert/" ></a>
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7. All use of the Trademarks in advertisements, display boards, and promotional material must be in relation to certified individuals only. If an advertisement, document or other material refers both to such certified individuals and to other individuals, the Trademarks must not be used in such a way as to suggest that all the individuals being advertised are certified.
8. The Trademarks must not be juxtaposed to other symbols or text in such a way as to show a connection with them. Methods of distinguishing a textual trademark are defined in the Trademark Usage Guidelines.
9. The graphical design of the Trademarks must be strictly adhered to as defined in the Trademark Usage Guidelines.
10. The Trademarks must not be used in conjunction with product names under any circumstances.
11. The first or most significant occurrence of the Trademarks must be marked and must have the required attribution as a footnote. The attribution should use the ® symbol for a registered trademark and the ™ symbol for an unregistered trademark. It is acceptable to use an asterisk in place of the trademark symbol where the medium used (for example, electronic mail) cannot reproduce the ™ or ® symbols. However, this does not authorize use of the asterisk as the norm. The attribution may be translated to national languages.
12. Blanket or generic attributions, such as: "All trademarks are the property of their respective owners," are not acceptable. Correct attributions are, for example: "The Open Group Certification Mark logo is a trademark of The Open Group."
13. In all other cases where the Trademarks are displayed, The Trademark Usage Guidelines must be followed.
14. The Open Group reserves the right to change its Trademarks at any time at its discretion. In such event, existing use of the unchanged version is permitted to continue in the short term, but users should transition to the changed version as soon as possible.

3. Liability

THE LICENSEE ACKNOWLEDGES THAT IN NO EVENT SHALL THE OPEN GROUP BE LIABLE FOR ANY LOSS OF USE, INTERRUPTION OF BUSINESS, LOST PROFITS, OR LOST DATA, OR INDIRECT, SPECIAL, INCIDENTAL, OR CONSEQUENTIAL DAMAGES OF ANY KIND REGARDLESS OF THE FORM OF ACTION, WHETHER IN CONTRACT, TORT (INCLUDING NEGLIGENCE), STRICT LIABILITY, OR OTHERWISE, EVEN IF THE OPEN GROUP HAS BEEN

ADVISED OF THE POSSIBILITY OF SUCH DAMAGES. THIS LIMITATION WILL APPLY NOTWITHSTANDING ANY FAILURE OF ESSENTIAL PURPOSE OF ANY LIMITED REMEDY PROVIDED HEREIN.

4. Execution

By signing below, the Licensee:

- 1. Hereby acknowledges reading and understanding of this agreement.**
- 2. Agrees to be bound by the terms of the Certification Policy and this Trademark License Agreement.**
- 3. Warrants and represents that their information as entered in their Certification Record, meet the applicable conformance requirements.**
- 4. Warrants that NO MATERIAL CHANGES have been made to this Agreement since it was made available to the Licensee by the Certification Authority in an electronic format;**

and by signing below, the Licensee agrees that all these obligations, and those described in the Liability clause of this Agreement shall survive the termination of this Agreement.

Signature: _____

Name: _____

Title: _____

Email: _____

Date: _____