

Certified Federal Job Search Trainer® Certified Federal Career Coach® Certification and Ten Steps to a Federal Job License Agreement



Congratulations on completing the CFJST / CFCC Certification Program. You are hereby licensed to teach the following curriculum in live and virtual courses until Sept. 30, 2024. You can be re-certified for another 3 years in the Summer / Fall of 2024.

Ten Steps to a Federal Job® -2 parts, 2 versions (long and short), 2017; updated 2020 The Stars are Lined Up for Military Spouses® -2 Parts, New book, April 2020 Ten Steps to a Federal Job or Internship for Students and Recent Graduates®, July 2020 Creating Your First Resume®, 2016

You will be a Certified Federal Job Search Trainer / Certified Federal Career Coach, Certified by Resume Place Inc., also known as a Ten Steps Trainer. CFJST / CFCC. This is a recognized designation that you are trained and equipped to help your customer navigate the Federal Job Search Strategies and Coach for writing a Best Qualified Federal Resume.

Before using any Licensed Marks (as defined below) or other materials from THE RESUME PLACE, INC., you will be required to accept the terms of this CFJST and CFCC Certification and License Agreement (this "Agreement"). In addition, before using any Licensed Marks or materials, you must fulfill certain requirements, and you must receive electronic or written notice from The Resume Place, Inc. stating that you may use the Licensed Mark(s) or material(s).

This Agreement is created to protect your certification. By complying with this Agreement, you help maintain the integrity of The Resume Place, Inc. certification programs. This helps maintain the value of your Certification(s).

1. <u>Certification/Requirements</u>. To achieve certification, you must have completed Kathryn Troutman's CFJST/CFCC in-person training or the CFJST/CFCC webinar series. Once the requirements are successfully completed and you have signed this Agreement, you will be certified to teach the Ten Steps to a Federal Job curriculum and other Resume Place, Inc. curricula as expressly pre-approved by The Resume Place, Inc. in writing, if you maintain your

certification in accordance with this Agreement. You agree to comply with and be subject to all terms and conditions associated with the CFJST/CFCC certification program. You also agree that The Resume Place, Inc. has the right to revise the CFJST/CFCC program, the criteria for certification in the program, and the terms and conditions governing participation in the program from time to time as The Resume Place, Inc. in its sole discretion deems appropriate.

2. Grant of License – Certification Logo. Subject to the terms and conditions in this Agreement, The Resume Place, Inc. grants you a nonexclusive, nontransferable, and limited license to use the Certified Federal Job Search Trainer and Certified Federal Career Coach logos that pertain to the certification levels that you have achieved, as expressly identified in an electronic or written notice The Resume Place, Inc. has provided to you (collectively, the "Certification Logo"). You will use the Certification Logo in printed and/or electronic forms only on your business cards, resume, agency/personal/business website, PowerPoint presentations, workshop handouts, training materials, and promotional materials to identify yourself as an individual who is certified by The Resume Place, Inc. Your use of a Certification Logo will always be in close proximity to your personal name, and your name must appear more prominently than, and clearly distinguished from, the Certification Logo.

All uses of the Certification Logo must have clearly imprinted the language identifying The Resume Place, Inc. as the source of the Certification Logo identical or substantially similar to the following language: "The Certified Federal Job Search Trainer and Certified Federal Career Coach logos are used by authority of Federal Career Training Institute, Inc." This license is limited to the United States and U.S. military bases and installations located in other countries. In the event that The Resume Place, Inc. authorizes you to use other marks as expressly pre-approved by The Resume Place, Inc. in writing, such marks will be automatically covered by the terms of this Agreement and are referred to in this Agreement collectively with the Certification Logo and the Ten Steps to a Federal Job logo as the "Licensed Marks".

Grant of License – PowerPoint Materials. Subject to the terms and conditions in this Agreement, during the term of your certification and any recertification, The Resume Place, Inc. grants you a nonexclusive, nontransferable and limited license to display the PowerPoint Materials during live, in-person sessions conducted by you as part of in-house training sessions at your Agency. To facilitate your use of the PowerPoint Materials during those training sessions, The Resume Place, Inc. will provide you a secure link that will allow you to download a single copy of the PowerPoint Materials solely for your display during those training sessions. You acknowledge that The Resume Place, Inc. may provide those PowerPoint Materials to you subject to such digital rights protections as The Resume Place, Inc. may deem appropriate in its sole discretion, which may include restrictions against printing, copying, storing, posting, emailing, or otherwise distributing the PowerPoint Materials.

NEW - For Virtual classes, we will be providing a Course FACT Sheet that you can distribute to teach each of the 4 courses. You can distribute to your virtual class attendees by email or in the virtual platform "classroom" as a document to download during the class.

This license is provided to internal educational professionals at your Agency and career professionals who are federal career trainers and advisers in private practice. This license is limited to the United States and military bases and installations throughout the world, federal agencies, universities and recognized career private professionals, and does not include the rights to (a) sublicense or modify the PowerPoint Materials in whole or in part, (b) prepare derivative works based on the PowerPoint Materials, or (c) distribute or publish the PowerPoint Materials electronically. The term "PowerPoint Materials" means the then-current versions of the PowerPoint presentation materials for the Ten Steps to a Federal Job, Ten Steps to a Pathways Internship for Students and Recent Grads, The Stars are Lined Up for Military Spouses, and Creating Your First Resume curricula that The Resume Place, Inc. provides to you, or other Resume Place, Inc. curricula as expressly pre-approved by The Resume Place, Inc. in writing.

- 3. Personal Certification. Your certification and the licenses granted to you are personal and do not apply to any company or organization that you may own, or for whom you may work.
- 4. Restrictions on Use. You will not use any Licensed Marks, or any imitation thereof, in any other manner not expressly permitted in this Agreement, such as on product packaging, books or other publications. You will not display or use any Licensed Marks in a manner that suggests that you are an employee or other representative of The Resume Place, Inc. or that either your company or you are affiliated with, or endorsed by, The Resume Place, Inc. Use of the Licensed Marks must not be detrimental, i.e. harmful or damaging, to the value of the Licensed Marks, or to The Resume Place, Inc., its brand integrity, reputation or goodwill, as determined by The Resume Place, Inc. in its sole discretion. You will not remove or alter any copyright or other proprietary notices contained in the PowerPoint Materials or use the PowerPoint Materials for any other purpose without The Resume Place, Inc.'s prior written consent. The Resume Place, Inc. reserves any and all rights not expressly granted to you under this Agreement.
- 5. Security. To access the PowerPoint Materials, you will need to use the credentials provided on the cover page of this document. You will not give these user credentials to anyone or allow any third party to use this account. If any security breach or unauthorized use of your account occurs, you will notify The Resume Place, Inc. immediately in writing or via email. You are solely responsible for maintaining the confidentiality of your username and password and are responsible for any unauthorized use.
- 8. Ownership of the Certification Logos, PowerPoint Materials, and Other Intellectual **Property.** You acknowledge The Resume Place, Inc.'s ownership of all right, title and interest in and to the PowerPoint Materials, Licensed Marks, and related trademark, copyright, and other intellectual property rights. You also acknowledge that there is significant goodwill associated with the Licensed Marks and that any and all goodwill pertaining to your use of any Licensed Marks will insure to the exclusive benefit of The Resume Place, Inc. You also agree that you will not use, apply to register, or register (or authorize another to do so) any trademark, service mark, trade name or other designation identical to or likely to be confused with any of the Licensed Marks. You will not commit, or cause any third party to commit, any act challenging, contesting or in any way impairing or attempting to impair The Resume Place,

- Inc. 's right, title and interest in and to the Licensed Marks, PowerPoint Materials or related trademark, copyright or other intellectual property rights.
- 9. Quality and Approvals. You will not alter any Licensed Marks in any way, including (without limitation) the addition of text or other design elements, resizing, translating, or altering the colors used in the Licensed Marks, or by removing any trademark notice symbols, such as TM or ®. A Licensed Mark may be scaled proportionally in order to adhere to the conditions of this Agreement.
- 10. Expiration/Termination Three Years Sept. 30, 2024. Your certification will automatically expire without further notice from us on September 30th of the year that is three years from the date of the Resume Place, Inc. CFJST/CFCC Certification Course you successfully completed. To maintain and extend the term of the licenses granted in this Agreement, you must be recertified by The Resume Place, Inc. in accordance with its thencurrent requirements. In the event that you fail to recertify, or your certification expires or is otherwise terminated, you will immediately discontinue your use of all Licensed Marks and PowerPoint Materials. You understand that violation of any term of this Agreement will result in: (a) the immediate revocation of any existing Resume Place, Inc. certification; (b) your permanent ineligibility to obtain any Resume Place, Inc. certification; and/or (c) other punitive or legal action deemed appropriate by The Resume Place, Inc.
- 11. Recertification Requirements. We require all Certified Federal Job Search Trainers and Federal Career Coaches to renew their certification every three years. Recertification may be obtained by attending an in-person or webinar CFJST/CFCC course offered by The Resume Place, Inc., or any additional recertification offerings announced via The Resume Place, Inc. newsletter and/or on our website at www.resume-place.com. If you cannot attend any class that The Resume Place, Inc. offers for recertification in person, you may contact Kathryn Troutman for information on webinar or distance learning recertification options to keep your certification and related license active for Ten Steps to a Federal Job instruction.
- 12. No Warranty and Limitations of Liability. The Resume Place, Inc. will use its good faith and commercially reasonable efforts to ensure that the CFJST/CFCC certification courses will be provided in a professional manner. However, THE RESUME PLACE, INC. MAKES NO WARRANTIES WHATSOEVER IN CONNECTION WITH THE SERVICES OR ANY DELIVERABLES PROVIDED TO YOU AND DOES NOT GUARANTEE ANY RESULTS. IN NO EVENT SHALL EITHER PARTY, OR ANY OF ITS OFFICERS, DIRECTORS, EMPLOYEES, AGENTS, SUBCONTRACTORS, REPRESENTATIVES BE LIABLE TO THE OTHER PARTY FOR ANY INDIRECT, EXEMPLARY, PUNITIVE, SPECIAL, CONSEQUENTIAL OR INCIDENTAL DAMAGES OF ANY KIND (INCLUDING, WITHOUT LIMITATION, LOST INCOME) ARISING OUT OF THIS AGREEMENT, EVEN IF THE PARTIES HAVE **ADVISED** OF LIKELIHOOD **OF SUCH** THE DAMAGES. NOTWITHSTANDING THE FOREGOING, TO THE EXTENT PERMITTED BY APPLICABLE LAW, THE RESUME PLACE, INC.'S LIABILITY TO YOU OR ANY OTHER PARTY IN ANY CIRCUMSTANCE IS LIMITED TO THE TOTAL AGGREGATE FEES PAID BY YOU TO THE RESUME PLACE, INC.
- 13. Indemnification. You agree to indemnify and defend The Resume Place, Inc., and hold The

Resume Place, Inc., its successors and assigns, harmless of and from, any claim, action, suit, loss, cost, expense or other damages or liability whatsoever (including, without limitation, reasonable attorneys' fees and costs of investigation) arising out of, attributable to or resulting from your breach of this Agreement.

14. Miscellaneous.

- a. You hereby declare that: (a) you will complete the applicable certification requirements; and (b) you are at least eighteen (18) years old and competent to sign this Agreement.
- b. You will not assign or sublicense the Licensed Marks, this Agreement or any of your rights and obligations hereunder, without the express written consent of The Resume Place, Inc., which may be withheld in its sole discretion. Subject to the foregoing, this Agreement will inure to the benefit of, and will be binding upon, the parties, their respective successors and permitted assigns.
- c. This Agreement will be governed by the laws of the State of Maryland. In the event that either party initiates an action in connection with this Agreement or any other dispute between the parties, the exclusive jurisdiction of such action will be in the federal courts of the State of Maryland. Either party may enforce a judgment rendered by such court in any court of competent jurisdiction, or The Resume Place, Inc. may seek injunctive or other equitable relief in any jurisdiction in order to protect its intellectual property rights. If any provision of this Agreement is deemed by a court of competent jurisdiction to be invalid, illegal or unenforceable, the validity, legality and enforceability of the remainder of this Agreement will not be affected. Such provision will be deemed modified to the minimum extent necessary to make the provision consistent with applicable law and, in its modified form, the provision will then be enforceable and enforced.
- d. All notices or other communications under this Agreement will be in writing and delivered to the address set forth on the signature page hereof, or to other addresses as the parties designate by notice hereunder. The waiver or failure of any party to exercise rights under this Agreement will not be deemed a waiver or other limitation of any other right or any future right. This Agreement will not create a partnership or joint venture of the parties, and neither party will be deemed to be an agent whatsoever of the other.
- e. This Agreement may not be modified or amended unless set forth in a writing executed by both parties. The terms and provisions of this Agreement constitute the entire agreement between us with respect to the matters described in this Agreement.
- f. By initialing/checking the "I AGREE" line displayed below, you are confirming that you understand and accept all of the terms and conditions of this Agreement. You understand that you are under no obligation to accept these terms, but that your acceptance is required to download and use any Licensed Marks, the PowerPoint Materials, and any other Intellectual Property of The Resume Place, Inc. that you expressly authorized to use under this Agreement.

(I AGREE) I accept the Agreement and wish to proceed with downloading and using the applicable Licensed Marks and PowerPoint Materials pursuant to the terms of this Agreement.

CONTACT INFORMATION:

P.O. Box 21275, Catonsville, MD 21228 Phone: (410) 744-4324 / Fax: (410) 744-0112

Website: resume-place.com

Kathryn: kathryn@resume-place.com, President, The Resume place, Inc.

Founder and Director, Ten Steps Certified Federal Job Search Trainer and Certified Federal

Career Coach Program

