



Cool Roof Rating Council *CRRC Educator Agreement*

I, _____, as a CRRC Educator authorized by the Board of Directors (“Authorized Educator”), hereby acknowledge that I have read and understand the CRRC Educator Policy & Procedure (“Policy & Procedure Document”). I also agree to the following terms and conditions (“Agreement”):

- 1) I agree to carry out any outreach and education (O&E) activities on behalf of the Cool Roof Rating Council (“CRRC”) in a manner that complies with the Policy & Procedure Document, which is incorporated by reference and made part of this Agreement.
- 2) I acknowledge and agree that the CRRC General Education Slide Deck and all CRRC created materials (collectively, “CRRC Materials”) are the sole property of CRRC and all rights, title and interest in and to the CRRC Materials, including all copyrights, trademarks and other intellectual property rights, are owned by and vest solely with CRRC. I agree that I shall take no actions to challenge or that are otherwise in derogation of these rights.
- 3) I acknowledge that for the term of this Agreement, CRRC grants me a limited, non-exclusive, non-transferrable and non-sublicensable right and license to use the CRRC Authorized Educator Logo (Logo) on my letterheads, correspondence, and outreach and educational materials to indicate that I am an authorized CRRC Educator (“Permitted Uses”). I shall not use the Logo on any product or product packaging, nor in any other manner, which suggests or implies, directly or indirectly, that CRRC endorses or approves of any of my products or practices. The Logo may not be used in any manner, which infers or implies that CRRC has certified any product or practice. The CRRC reserves the right from time to time to request, orally or in writing, samples of such letterhead, correspondence, or outreach and educational materials. Upon ten (10) business days of any such request, I shall provide any and all such requested materials to CRRC to confirm that the use of its Logo is consistent with this Agreement.
- 4) I acknowledge and agree that for the term of this Agreement, CRRC grants me a limited, non-exclusive, and nontransferable right and license to use and copy the CRRC Materials for the sole purpose of engaging in O&E presentations or activities for CRRC. I agree that I shall not use the CRRC Materials or Logo for outside ventures or any other purpose outside of this Agreement and the Policy & Procedure Document. I acknowledge and agree that copyright and trademark ownership in and to any revisions or derivative works of the CRRC Materials or Logo shall vest in, and otherwise be owned by CRRC.
- 5) I acknowledge and agree that CRRC grants me a limited, non-exclusive and nontransferable license to permit organizers of conferences where I have provided an O&E presentation to reproduce the CRRC Materials in the conference organizer’s conference proceedings materials.

I acknowledge and agree that I shall not sublicense the CRRC Materials for any other purpose or to any other third parties without CRRC's express written consent.

6) I agree that I will not alter, delete, or amend the Logo, as provided by CRRC, except with respect to size and color. Use of the Logo will be of such size as to permit legibility of the wording. I may only use the colors set forth in Exhibit A or may use black or shades of gray. I may only use the entire Logo as shown in Exhibit A, and in particular, may not display or use the design portion of the Logo without the word "AUTHORIZED EDUCATOR."

7) To the extent I create presentation materials ("Educator Materials") that have been approved by CRRC to be used in O&E activities, both CRRC and I acknowledge and agree that I shall retain copyright ownership to such materials. I grant CRRC a perpetual, irrevocable, worldwide, transferable, sublicensable, and royalty-free license to publish, reproduce, distribute, publicly display, perform, create derivative works and otherwise use the Educator Materials, in whole or in part, in all formats now known or developed in the future. I acknowledge and agree that copyright ownership in and to any derivative works created by CRRC shall vest in, and otherwise be owned by CRRC.

8) I will indemnify and hold harmless CRRC, its officers, directors, and staff against any and all claims, judgments, actions, losses, settlements, expenses or costs of any sort (including reasonable attorneys' fees) (collectively "Claims") arising out of: (i) my use of the Logo (excepting Claims that the Mark infringes another mark); (ii) Claims that the Educator Materials infringe third party intellectual property rights; and (iii) my negligent acts or omissions in providing O&E activities. This paragraph shall survive the termination of this Agreement.

9) I understand and agree that this Agreement may be terminated by either party with immediate effect upon written notice. Upon termination of this Agreement, my license to use the CRRC Materials and Logo shall terminate and I agree that I will not represent myself as a CRRC Educator.

10) I acknowledge and agree that I am a volunteer and that there does not exist between myself and CRRC the relationship of employer-employee, principal-agent, or master-servant, either express or implied, but that the relationship of the parties to this Agreement is strictly on an independent contractor basis.

CRRC Educator Signature

Date

CRRC Responsible Person's Signature

Date

EXHIBIT A

