

AFFILIATION AGREEMENT

BETWEEN

JOBS FOR _____ GRADUATES

AND

JOBS FOR AMERICA'S GRADUATES

FOR THE PERIOD

_____, _____ TO _____, _____

PREPARED BY

JOBS FOR AMERICA'S GRADUATES

HEADQUARTERS

1729 KING STREET • ALEXANDRIA, VA 22314
703.684.9479 • FAX: 703.684.9489

FIELD OFFICE

6021 MORRIS ROAD, SUITE 111
FLOWER MOUND, TX 75028
972.874.1052 • FAX: 972.874.0063

THIS AGREEMENT is made this 1st day of August, 2000 by and between **JOBS FOR AMERICA'S GRADUATES, INC.**, a Delaware not-for-profit corporation (hereinafter referred to as "**JAG**") and the _____ for the purpose of operating the JAG MODEL in the State of _____ for the period _____ to _____.

WHEREAS, JAG has developed the "JOBS FOR AMERICA'S GRADUATES MODEL" (hereinafter referred to as the "JAG MODEL") for the purpose of increasing graduation and GED completion rates of at-risk and disadvantaged youth, both in high school and out of school, and increasing their chances of successfully transitioning from school to careers.

WHEREAS, the _____ desires to continue to operate the JAG MODEL in the State of _____ (hereinafter referred to as the "State") as an affiliated program known as "JOBS FOR _____ GRADUATES."

WHEREAS, the conduct of an affiliated program, such as JOBS FOR _____ GRADUATES, is subject to a periodic accreditation process by JAG and compliance with the JAG standards and best practices contained in the JAG MODEL.

NOW, THEREFORE, in consideration of the mutual covenants and agreements contained herein, JAG and the _____ agree as follows:

1. APPOINTMENT AS SPONSOR

1.1 JAG hereby appoints the _____ as Sponsor of the JAG MODEL in the State of _____ for the term of this Agreement.

1.2 The _____ hereby accepts this appointment and recognizes that its appointment and status as a sponsor of the JAG MODEL are expressly subject to its demonstrated commitment to conduct the affiliated program in conformity to the JAG MODEL and its compliance with the terms and conditions of this Agreement.

1.3 This appointment is expressly limited to the _____ conduct of the JAG MODEL at those sites as JAG exclusively may determine.

2. SPONSORSHIP REQUIREMENTS

As Sponsor of the JAG MODEL, the _____ shall comply with the following requirements:

2.1 Conduct of the Affiliate Program. The _____ shall conduct the JOBS FOR _____ GRADUATES program in conformity to the JAG MODEL, as promulgated by JAG in the JAG MODEL BOOKS and/or by notice to the _____.

2.2 Affiliate Program Accreditation. The _____ appointment as Sponsor of the JAG MODEL is expressly conditioned upon JAG's periodic accreditation of the affiliate program sponsored by the _____. Such accreditation is subject to the _____ conformity to the JAG MODEL, as promulgated by JAG in the JAG MODEL BOOKS and/or by notice to the _____.

- 2.3 Research. The _____ shall cooperate with research activities carried out by JAG in connection with the continuous testing and strengthening of the JAG MODEL. At a minimum, such cooperation shall include the implementation of the JAG National Data Management System (NDMS) in each local school at the direction of the _____.
- 2.4 Model Affiliate Program. JOBS FOR _____ GRADUATES shall be available to serve as a model for the conduct of the JAG MODEL, and the _____ shall make a reasonable effort to familiarize other organizations with the contents and conduct of the JAG MODEL in the State, subject to the specific limitations provided elsewhere herein.

3. ACTIVITIES OF JAG

- 3.1 Monitoring Affiliate Program Conduct and Performance. JAG shall monitor the conduct and performance of the JAG Model by the _____. To promote the goals of the JAG MODEL, JAG shall provide the _____ with assistance in the following areas:
- (a) staff selection and training;
 - (b) financial and personnel management;
 - (c) curriculum and program development;
 - (d) computerized data management system;
 - (e) public information and affairs; and
 - (f) other areas identified by JAG.
- 3.2 Affiliate Program Accreditation. JAG shall conduct accreditation activities in accordance with the JAG MODEL, as promulgated by JAG in the JAG MODEL BOOKS and/or by notice to the _____.
- 3.3 Research. JAG shall conduct research activities in accordance with acceptable research practices and will take into account any specific interests of the _____.
- 3.4 National Leadership. JAG shall monitor the activities of the _____ and other sponsor organizations that are authorized to conduct the JAG MODEL.
- 3.5 Professional Development. JAG shall provide training opportunities on an annual basis, including the Management Development Institute and National Training Seminar, for the management and staff of sponsor organizations. JAG expects representatives of the _____ to participate in these annual training programs in order to maintain compliance with the JAG MODEL and to stay abreast of JAG best practices.

4. OPERATING COSTS

All costs related to the operation of JOBS FOR _____ GRADUATES shall be borne by the _____ without reimbursement by JAG, except as may specifically provided by amendment of this Agreement.

5. USE OF NAMES AND TERMS

- 5.1 Trademark. JAG has reserved all rights in the mark "**Jobs for America's Graduates**" and the associated logo, pending issuance of a trademark for the same.

5.2 License. JAG hereby grants a license to the _____ for the term of this Agreement for the use of the mark "Jobs for America's Graduates" consistent with the goals of the JAG MODEL. This license may be revoked by JAG, with 30 days notice to the _____, upon a determination by JAG that _____ use of the aforesaid mark is not consistent with the purposes of the Agreement.

8.1 Covenant Against Use. The _____ covenants that upon termination of this Agreement or revocation of the license provided in paragraph 5.2 of this Agreement, it will not use the following names or terms: "Jobs for America's Graduates", "Jobs for High School Graduates", or "Jobs for _____ Graduates", or any variation of the foregoing which implies an association with the JAG MODEL.

6. USE OF JAG MODEL MATERIALS

8.1 JAG MODEL BOOKS and Curriculum Modules. From time to time JAG will make available to the _____ certain model books, curriculum modules, or other documents or compilations of data that are identified with the JAG MODEL or with operations under the JAG MODEL. JAG authorizes the _____ to use such materials for activities that further the goals of the JAG MODEL, as may be determined by JAG. JAG copyrighted materials are not authorized for use except by Sponsors that are in full compliance with this Agreement.

6.2 Public Access. Consistent with paragraph 2.4 of this Agreement, the _____ shall make the materials described above reasonably available to other organizations for inspection and review. This obligation shall not extend, however, to budgetary or research data, or to the names or social security numbers of program participants, if the disclosure of such information is prohibited by law or if JAG and the _____ agree that such disclosure would be contrary to the goals of the JAG MODEL.

8 DEFINITION OF CERTAIN TERMS

7.1 The term "Jobs for America's Graduates (JAG) Model Books" refers to the handbooks, curriculum modules, related materials, and revisions thereof, or succeeding documents, that are identified with the JAG MODEL as JAG may produce from time to time.

7.2 The term "JAG Model" refers to the standards and best practices that have been tested, researched, and continuously updated by JAG.

7.3 The term "JAG Program Application" refers to one of the three applications of the JAG Model that a sponsor may choose to implement. An affiliated program must be operating within the standards and best practices of one or more of the JAG Program Applications. As described in the JAG MODEL BOOKS, the JAG Program Applications include:

- (a) SENIOR PROGRAM APPLICATION (high school seniors plus follow-up);
- (b) MULTI-YEAR/FIVE-YEAR PROGRAM APPLICATION (students in grades 9, 10, 11 or 12);
and
- (c) OUT-OF-SCHOOL/DROPOUT RECOVERY PROGRAM APPLICATION (youth who have left the education system).

- 8.1 The term “JAG STANDARDS” refers to the rules, principles, or measurements established to determine how successful a sponsor has been in implementing the JAG MODEL. The JAG STANDARDS, used as the criterion for the periodic accreditation process, are specified in the JAG MODEL.
- 7.5 The term “JAG Best Practices” refers to those activities that have consistently proven to be the most effective means of implementing the JAG STANDARDS. JAG BEST PRACTICES are provided to sponsors through periodic written communications and at the annual National Training Seminar.

8. GENERAL TERMS AND CONDITIONS

8.1 Entire Agreement and Modification. This Agreement constitutes the entire agreement between JAG and the _____ and supersedes any prior agreement to implement the JAG MODEL and for other purposes, as well as all prior and contemporaneous agreements, understanding, negotiations and discussions whether oral or written, and there are no representations or other agreements between the parties in connection with the subject matter hereof, except as specifically set forth herein.

No supplement, modification, waiver or termination of this Agreement shall be binding unless executed in writing by the party thereto to be bound. No waiver of any of the provisions of this Agreement shall be deemed or shall constitute a continuing waiver unless otherwise expressly provided.

8.2 Applicable Law and Forum. This Agreement shall be governed by the laws of the District of Columbia. JAG hereby appoints Stanton D. Anderson, Esquire, at the address of 600 13th Street, N.W., Washington, D.C. 20005, as its agent for service of process by the _____ in any action commenced in connection with this Agreement.

8.3 Third Parties. This Agreement shall inure to the benefit of and shall be binding upon the parties hereto and their respective legal representatives, successors, and assigns.

8.4 Notices. All notices which any party hereto is required to or desires to send to another party, shall be in writing delivered or mailed to the party, shall be in writing delivered or mailed to the party at the following address, or such address as may be changed from time to time by notice in accordance with this paragraph 8.4:

- **For JAG:**

Jobs for America's Graduates, Inc.
1729 King Street, Suite 200
Alexandria, VA 22314-2720

- **For the _____:**

ATTN: _____

9. TERM AND TERMINATION

9.1 Term. This Agreement shall be effective for a period of one year commencing on _____ and ending on _____ (the "Initial Term").

9.3 Termination. This Agreement may be terminated by either party upon one-hundred twenty (120) days' notice to the other party.

9.4 Survival of Covenants. The _____ covenants set forth in paragraph 5.3 of this Agreement shall survive expiration or termination of this Agreement.

IN WITNESS WHEREOF, this Agreement has been made and executed as of the day and year first above written.

ATTEST: **JOBS FOR AMERICA'S GRADUATES, INC.**

Kenneth M. Smith, Chief Executive

Date

ATTEST:

Date