

**Terms of Use for American Job Center Logo**

The U.S. Department of Labor Employment and Training Administration (ETA) has established the **American Job Center network**, a unifying name and brand that identifies online and in-person workforce development services as part of a single network. In connection with this activity, ETA has established trademark ownership of the following logos: 1) “American Job Center network”; and 2) “a proud partner of the American Job Center network” (“Logos”) for use in the public workforce system.

By clicking-on your assent below, your organization (You) agrees to the following Terms of Use for use of the Logos:

1. You represent and warrant that your organization is one of the following:
  - a) State Workforce Agency;
  - b) State Workforce Investment Board (SWIB) as defined in Workforce Investment Act of 1998 (WIA) Section 111; or
  - c) Local Workforce Investment Board (LWIBs) as defined in WIA Section 117.
2. Upon your written notification to ETA via e-mail to [amerjobctr@dol.gov](mailto:amerjobctr@dol.gov) with the words “Usage Notice” in the subject line of the message, ETA, as owner of the Logos, grants You a royalty-free, non-exclusive right to use (License) the Logos solely for ETA-funded workforce development activities specified in the grant agreement between you and ETA. Except as expressly provided for in these Terms of Use, use of the Logos for any other purpose, including but not limited to for-profit commercial activities, is prohibited.
3. LWIBs may sublicense use of the Logos only to other organizations that operate One-Stop Career Centers or American Job Centers, and only as consistent with these Terms of Use, upon written notification to ETA via e-mail to [amerjobctr@dol.gov](mailto:amerjobctr@dol.gov) with the words “Sublicense Notice” in the subject line of the message. Such sublicense shall terminate either upon expiration of the LWIB’s license or immediately if the sublicensee ceases to operate a One-Stop or American Job Center. In the notification LWIBs must describe the organization to which it intends to sublicense use of the Logos, and a description of the LWIB relationship to the organization. Upon notifying ETA, the LWIB may sublicense use of the Logos solely for the purpose stated in the notification.
4. SWIBs may sublicense use of the Logos to only other organizations that operate One-Stop Career Centers or American Job Centers, and only as consistent with these Terms of Use, upon written notification to ETA via e-mail to [amerjobctr@dol.gov](mailto:amerjobctr@dol.gov) with the words “Sublicense Notice” in the subject line of the message. Such sublicense shall terminate either upon expiration of the SWIB’s license or immediately if the sublicensee ceases to operate a One-Stop or American Job Center. In the notification SWIBs must describe the organization to which it intends to sublicense use of the Logos, and a description of the SWIB relationship to the organization. Upon notifying ETA, the SWIB may sublicense use of the Logos solely for the purpose stated in the notification.

5. ETA reserves the right to update these Terms of Use at anytime without notice to You. The most current version of the terms of use can be viewed on our Web site at [www.dol.gov/ajc](http://www.dol.gov/ajc).
6. This License is not assignable. Any attempt to assign or sublicense rights in the Logos, except as expressly provided by these Terms of Use or otherwise as expressly agreed upon by ETA, will be deemed a breach of this agreement and result in immediate termination of the License. Where the right to sublicense is authorized, You agree that You will not charge others a license or royalty fee for the right to use either Logo.
7. Except as otherwise provided for in an existing grant agreement between You and ETA (“Parties”), this License shall expire three years from the date of your acceptance of these Terms of Use, unless otherwise mutually agreed upon by the Parties during the term of the License. Either party may terminate the License upon ninety days written notice to the other party. Upon expiration of the License, the License may be renewed for successive five year periods upon mutual agreement of the Parties. Upon termination of the License, You agree to immediately cease all use of the Logos. In the event that ETA determines that You have breached these Terms of Use, You will be notified by ETA and given thirty days to cure such breach. In the event that You do not cure the breach within thirty days, ETA may immediately terminate the License and will notify You of such termination within five days of such termination.
8. You agree that You will not take any action to disparage, tarnish, or otherwise adversely affect ETA’s rights in and goodwill associated with the Logos.
9. You agree to indemnify and hold harmless ETA and the U.S. Department of Labor from any and all claims, damages, including attorneys’ fees, arising from your organization’s use of the Logos; except to the extent that any such claims, damages or attorneys’ fees arose in connection with any act or failure to act on the part of ETA and/or the U.S. Department of Labor.
10. These Terms of Use shall be governed by the federal laws of the United States.
11. Should any provision or part of a provision of these Terms of Use be determined invalid by a court of competent jurisdiction, such invalidation shall not invalidate the remaining portions thereof, and they shall remain in full force and effect.

**Acceptance of the Terms**

By clicking-on your assent for the use of the Logos on the American Job Center brand Web site at [www.dol.gov/ajc](http://www.dol.gov/ajc), you accept these Terms of Use established by the Employment and Training Administration, U.S. Department of Labor.