



2024 GREAT COLLEGES ADVERTISING AGREEMENT

Deadline for Agreements: **June 28, 2024**

Email Completed form to solutions@modernthink.com

This Agreement is entered by and between ModernThink LLC (“ModernThink”) and the institution named as advertiser below (“Advertiser”).

Institution (“Advertiser”)

Printed Name

Printed Title

Email

Phone

Ad selection required below along with signature.

Size	Orientation	Cost	Select Ad Size (“x”)
¼ page	Vertical	\$3,795	
½ page	Vertical	\$6,584	
½ page	Horizontal	\$6,584	
Full page		\$7,220	
2 page spread		\$10,293	

**Trim Size is 10 X 13, 4-color with bleeds. Please leave ½ inch on inside and outside edges to compensate for binding & trimming.*

Signature (required)

Date (required)

The following terms and conditions (“Advertiser Terms and Conditions”) govern the placement and delivery of advertising (“Ad”), as set forth in the Rate Card (Exhibit A) submitted by the Advertiser, in ModernThink’s special advertising insert (“Special Insert”) publication to be disseminated in the **September 20, 2024**, issue of *The Chronicle of Higher Education*. The Advertiser Terms and Conditions are referred to herein as the “Advertiser Agreement.”

1. Invoices, Interest Charges and Late Fees

Invoice terms are Net 30. Interest of three quarters of one percent (0.75 %) will be added to outstanding balances that are 30 days past due. Interest will continue to accrue at a rate of three quarters of one percent per month on all past due balances. Late fees of twenty (20%) of the outstanding balance will be added to the total balance after a payment is ninety (90) days past the original due date. Any unpaid invoices and/or outstanding balances may result in the Advertiser being prohibited from advertising with ModernThink in the future until said unpaid and/or outstanding balances are made current.

2. Term

The term of this Agreement commences on the Signature Date and continues until publication and dissemination of the ModernThink Special Insert, unless it is earlier terminated as provided under this Agreement.



3. Applicability of Terms and Conditions to Agents

The terms and conditions of this Advertiser Agreement shall apply in full force to any Advertising Agency (“Ad Agency”) duly appointed by Advertiser with authority to act on behalf of Advertiser.

4. Delivery of Ad

The Advertiser will, at its sole cost and expense, create and deliver in final format the Ad according to technical specifications provided by ModernThink in the 2024 Rate Card (Exhibit A) for the ad size selected by Advertiser. ModernThink is not responsible for making any corrections to Ads. If the delivered Ad does not conform to ModernThink’s technical specifications ModernThink, within 5 business days, shall notify Advertiser in writing of its objection to the Ad and in its sole discretion, (i) provide Advertiser with the opportunity to amend or replace the rejected Ad, (ii) run a public service announcement or house advertising in place of any rejected Ad and refund fifty percent (50%) of applicable amounts paid in advance, or (iii) may reject such Ad, refund fifty percent (50%) of applicable amounts paid in advance, and replace said Ad space with editorial copy. If Advertiser fails to deliver its Ad on or before **July 10, 2024**, ModernThink, in its sole discretion, may reject such Ad and issue a fifty percent (50%) refund of applicable amounts paid.

5. Clearances

Advertiser shall be responsible for obtaining all rights, licenses, permissions, releases, approvals, clearances, and credit or attribution information, and for payment of all royalties, licenses, or reuse or other fees required for Advertiser to create any Ad.

6. Right of Reproduction

Advertiser expressly grants ModernThink a limited right to reproduce, print, and distribute such Ads in its Special Insert Publication.

7. Cancellation

Cancellation by the Advertiser must be received in writing and a refund of applicable amounts paid in advances will be issued based upon the following schedule.

- Before July 5, 2024: Partial (50%) refund
- Between July 5 and July 31, 2024: Partial (25%) refund
- After July 31, 2024, EOB: No (0%) refund

ModernThink reserves the right to cancel any and all Ads with or without cause upon written notice of cancellation to Advertiser and issuance of a one hundred percent (100%) refund of applicable amounts paid.

8. Advertiser and Agency Representations and Warranties

The Advertiser represents and warrants that at the time of the Special Insert’s publication and dissemination any statement, claim, or representation made in any Ad (i) will be supported by competent and reliable prior substantiation in accordance with all applicable law, including the Law of the Federal Trade Commission and (ii) shall comply with all other applicable laws regarding deceptive trade practices, fair competition, and consumer protection. The Advertiser further represents and warrants that at the time of the Special Insert’s publication no part of the Ad: (iii) infringe on any third party’s copyright, patent, trademark, trade secret or other proprietary rights or right of publicity or privacy; (iv) violate any law, statute, ordinance or regulation without limitation; (v) be defamatory or libelous; or (vi) be pornographic or obscene. The Advertiser additionally represents and warrants that it has and will retain any and all clearances referenced in the above section four at the time of the Special Insert’s publication and dissemination.



9. Disclaimer of Warranties

Modernthink provides its special insert on an “as is” basis, without any warranty of any kind. Both parties disclaim and expressly exclude any and all express or implied warranties, representations, conditions, and all other terms, written or oral, whether arising by statute or common law, including but not limited to the implied warranties arising from course of dealing or course of performance.

10. Limitations of Liability

In no event shall ModernThink be liable for any loss of profits, depletion of goodwill and/or similar losses, or pure economic loss, or for any special, indirect or consequential loss, costs, damages, charges or expenses arising out of or in connection with this advertiser agreement including any Ad. ModernThink shall not be liable for any costs or damages if, for any reason, it fails to publish an Ad. ModernThink shall not be liable for delays in delivery and/or nondelivery of the Special Insert or any Ad in the event of an act of God, action by any governmental or quasi-governmental entity, fire, flood, insurrection, riot, explosion, embargo, strikes (legal or illegal), labor or material shortage, transportation interruption of any kind, work slowdown, or any condition beyond the control of ModernThink. Under no circumstances shall ModernThink be liable to the Advertiser, agency or any third parties for an amount greater than the amounts received by ModernThink under the relevant Ad purchase in relation to which such liability may arise.

11. ModernThink’s Sole Liability

In the event of any error in the display or distribution of any Ad that is the result of willful or negligent acts by ModernThink, its directors, officers, employees, agents, representatives, vendors, or contractors, ModernThink’s sole liability will be to issue Advertiser a one hundred (100%) refund of all applicable amounts paid.

12. Indemnity

The Advertiser agrees to indemnify, defend, and hold harmless ModernThink and its affiliates, directors, officers, agents and representatives for and from any claims, liabilities, losses, costs and expenses (including reasonable legal fees and disbursements) resulting from or arising out of (i) the acts or omissions or breach of this Advertiser Agreement by the Advertiser (including Advertiser’s Representations and Warranties set forth above), (ii) the content or subject matter of any Ad, or (iii) any violation of any applicable laws, rules, regulations, industry guidelines or policies.

13. Miscellaneous

This Advertiser Agreement, including these Advertiser Terms and Conditions and any attached exhibits, sets forth the entire agreement of the parties and supersedes any and all prior oral or written agreements or understandings between the parties as to the subject matter hereof. Only a written addendum signed by both parties may change this. If any provision of this Advertiser Agreement is held to be invalid or unenforceable for any reason, the remaining provisions will continue in full force without being impaired or invalidated in any way. This Advertiser Agreement will be governed and construed in accordance with the laws of the State of Delaware. The Advertiser and ModernThink agree to submit to the exclusive jurisdiction of the courts of the State of Delaware. In the event of any dispute arising under this Advertiser Agreement the parties expressly agree to submit any dispute to binding arbitration to be heard in the State of Delaware.



**Exhibit A:
2024 RATE CARD**

RATE CARD 2024		
Size	Measurements	Cost
¼ page vertical	4.5" W x 5.875" H	\$3,795
½ page vertical	4.5" W x 11.75" H	\$6,584
½ page horizontal	9" W x 5.875" H	\$6,584
Full page	10" W x 13" H	\$7,220
2 page spread	20" W x 13" H	\$10,293

Trim Size is 10"x13", 4-color, with bleeds. Please leave ½ inch on inside and outside edges to compensate for binding and trimming.

If you would like to license for free the Great Colleges Recognition or Honor Roll logos, please complete the licensing agreement below and return it along with your ad purchase form above.



MODERNTHINK 2024 GREAT COLLEGES TO WORK FOR TRADEMARK LICENSE AGREEMENT HONOR ROLL AND RECOGNIZED LOGOS



This Trademark License Agreement (this “**Agreement**”), effective as of _____, 2024 (the “**Effective Date**”) is entered by and between ModernThink LLC, a Delaware limited liability company with its headquarters office at 2 Mill Road, Suite 102, Wilmington, DE 19806 (“**Licensor**”) and _____, with its principal business office at _____ (“**Licensee**”).

WHEREAS, Licensor owns all rights, title and interest in and to the trademark GREAT COLLEGES TO WORK FOR and Licensor has created logos dated 2024 incorporating such trademarks, together with the goodwill symbolized thereby (the trademarks and the logos hereafter shall be referred to as the “**Marks**”); and

WHEREAS, Licensee desires to obtain, and Licensor desires to grant to Licensee, the non-exclusive right to use the Marks for the sole purpose of identifying Licensee as having been named among the 2024 Great Colleges To Work For recognition recipients and not to imply an endorsement of any institution, product, or service (the “**Licensed Use**”) in accordance with the terms and conditions of this Agreement.

NOW, THEREFORE, in consideration of the above premises and the mutual promises and covenants herein contained, and for other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the parties agree as follows:

1. **Grant of Rights.** During the term of this Agreement and subject to the terms and conditions of this Agreement, Licensor hereby grants to Licensee the non-exclusive right to use the Marks solely in connection with the Licensed Use. Licensee agrees that it shall provide, advertise, and promote the Licensed Use in accordance with all applicable federal, state, and local laws and regulations. Licensee shall not have the right to sublicense the Marks but they may be used by Licensee’s affiliates as long as they reference Licensee’s name. Licensee shall be permitted to use the Marks on its Web site, in printed materials, in press releases, in e-mail messages, in banners and plaques, in digital and print recruitment, and in branded advertising. Licensee agrees to use the logos in the form and colors provided without modification or alteration, except that Licensee may adjust the scale (but not the shape) to meet its specific needs. Licensee shall not incorporate any other trademark or service mark into any of the Marks but it may use its own trademarks and service marks next to or together with the Marks.

2. **Ownership.** Licensee acknowledges and agrees that, as between the parties, Licensor is the sole and exclusive owner of the Marks and the registrations and applications therefor. Licensor may, in its sole discretion, maintain or discontinue the maintenance of such applications and registrations for the Marks. Nothing contained in this Agreement shall be construed as an assignment to Licensee of any right, title, or interest in or to the Marks. Licensee acknowledges and agrees that the Marks and all rights therein and goodwill pertaining thereto solely and exclusively belong to Licensor and that all uses of the Marks by Licensee shall inure to the benefit of Licensor and/or Licensee, as appropriate. Licensee shall not directly or indirectly attack or impair the title of Licensor to the Marks, the validity of this Agreement, or any of Licensor’s registrations or applications relating to any Mark in any jurisdiction. Licensee agrees it shall not file any state, federal, or foreign applications to register any of the Marks, in whole or in part, or any name or mark confusingly similar thereto in any jurisdiction. Licensee shall, upon request of Licensor, execute any documents that may be deemed necessary or desirable by Licensor to use the Marks in conformity with any nation’s laws, including whatever documents that may be necessary to record Licensee as a user or licensor of the Marks anywhere in the world.

3. Quality Standards. Licensee acknowledges the importance to Licensor of its reputation and goodwill and to the public of maintaining high, uniform standards of quality with respect to the Licensed Use of the Marks as well as related marketing and advertising materials used in connection with the Marks. Licensee warrants that the Licensed Use shall meet or exceed such quality standards as may be set by Licensor from time to time provided that prior notice thereof is provided to Licensee. Without limiting the foregoing, the Licensed Use shall be the same quality as, or exceed in quality, the quality of the uses in connection with which Licensor, or any predecessor of Licensor including Licensee, have used the Marks prior to the Effective Date.

4. Term and Termination. **This Agreement will begin on the Effective Date and remain in effect up to and including December 31, 2025, unless it is earlier terminated by mutual agreement or as otherwise provided herein. Although Licensee may obtain the Marks prior to the release of the special insert on September 20, 2024, Licensee agrees not to use the Marks, except for planning purposes, prior to September 20, 2024 when the embargo on the 2024 list of recognized institutions expires.** Licensor shall have the right to terminate this Agreement at any time, upon written notice to Licensee, if Licensee fails to (1) maintain the quality of the Licensed Use in accordance with the provisions hereof; (2) follow Licensor's instructions regarding the appropriate display and use of the Marks; or (3) perform or comply with any term, condition, or standard set forth in this Agreement, and if such failure is not cured within thirty (30) days after Licensor provides written notice of such failure to Licensee. Licensor may terminate this Agreement at Licensor's option, effective immediately upon notice to Licensee from Licensor upon occurrence of any of the following: (1) The reorganization, consolidation or merger of Licensee or of another entity into Licensee, or the transfer of all or substantially all of the assets of Licensee to another entity; or (2) Licensee becomes the subject of any voluntary or involuntary bankruptcy, receivership or other insolvency proceedings, or makes an assignment or other arrangement for the benefit of its creditors or initiates dissolution or liquidation proceedings. Upon the expiration or termination of this Agreement, Licensee shall cease to use the Marks in any manner and shall not thereafter use the Marks or any other trade name or trademark comprised in whole or in part of any Mark or that is similar to any Mark. Licensee hereby acknowledges the irreparable harm that Licensor will incur from any unauthorized use of the Marks. Licensee expressly agrees that, notwithstanding any termination or expiration of this Agreement, Licensor, in addition to all other remedies, shall be entitled to seek temporary, preliminary and permanent injunctive relief to prohibit the unlawful or unauthorized use of the Marks.

5. Indemnification. To the extent permitted by applicable law, Licensee shall be solely responsible for, and defend and indemnify Licensor and its officers, directors, employees and agents and hold all of them harmless from any and all claims, demands, causes of action, damages, costs, and expenses whatsoever (including, but not limited to, reasonable attorneys' fees) arising directly or indirectly from or out of Licensee's breach of any provision of this Agreement, Licensee's use of the Marks, the provision, advertising, promotion, use or misuse of the Licensed Use by Licensee or otherwise arising directly or indirectly from or out of any alleged action or omission of Licensee or its agents or customers. Licensor may, at its sole election, participate in any defense of such claims or causes of action at its own expense. Licensee agrees to keep Licensor informed regarding any such claims or causes of action. Licensee agrees it will not settle any such claims or causes of action without Licensor's prior written consent.

6. No Partnership. Nothing contained in this Agreement shall create or shall be construed as creating a partnership, joint venture, agency or employment relationship between the parties hereto. The parties agree to perform in accordance with this Agreement only as independent contractors. Neither party has the right or authority to assume or create any obligations or responsibilities, express or implied, on behalf of the other party, and neither party may bind the other party in any manner or thing whatsoever. Neither party shall be liable, except as expressly provided otherwise in this Agreement, for any expenses or liabilities incurred by the other party.

7. Assignment of Agreement. Licensee may not assign or transfer this Agreement, whether in whole or in part, or any of its rights, duties or obligations arising under this Agreement without the prior written consent of Licensor. Any attempted assignment without such written consent will be null and void. Licensor may automatically assign this Agreement to any successor in interest without the requirement for obtaining consent to such assignment. Notwithstanding this provision, this Agreement will be binding upon, and inure to the benefit of, the successors and permitted assigns of the parties.

8. General Provisions. The terms and provisions of this Agreement may not be modified, supplemented or amended except in a writing signed by both parties hereto. The parties agree that this Agreement constitutes the entire agreement between them with respect to the subject matter hereof and supersedes any and all prior agreements, understandings, promises and representations, whether written or oral, between the parties with respect to the subject matter of this Agreement. Failure by either party to enforce at any time or for any period of time any provision or right hereunder shall not constitute a waiver of such provision or of the right of such party thereafter to enforce each and every such provision. The provisions of this Agreement are independent of and severable from each other, and no provision shall be affected or rendered invalid or unenforceable by virtue of the fact that any other provision hereof is determined to be invalid or unenforceable in whole or in part. This Agreement may be executed by facsimile signature and may be delivered electronically. This Agreement shall be governed by and construed and enforced in accordance with the laws of the State of Delaware. Each of the parties hereby consents to the exclusive jurisdiction of the courts of the State of Delaware, with respect to any and all disputes relating to this Agreement.



9. Logo Fulfillment. Upon execution of this Agreement, Licensor will provide one logo in multiple file formats. If designated as such by Licensor, Licensee will receive a logo that identifies the school as either an “Honor Roll” institution or “Recognized” institution. A compressed zip file containing all logos will be sent to the person identified below by Licensee:

Name: _____

Phone: _____

E-mail address: _____

Street Address: _____

The parties have executed this Agreement under seal through authorized officers as of the date(s) set forth below, with effect as of the Effective Date.

Licensor

Institution Name: ModernThink LLC

Signature: _____

Name of Authorized Signer: Karen Kukulka

Title of Authorized Signer: Chief Operating Officer

Date: _____

Phone: 888-684-4658

E-Mail Address: kkukulka@modernthink.com

Licensee

Institution Name: _____

Signature: _____

Name of Authorized Signer: _____

Title of Authorized Signer: _____

Date: _____

Phone: _____

E-Mail Address: _____