

# **ALLIANCE AGREEMENT BETWEEN DIRECTEMPLOYERS ASSOCIATION AND THE NATIONAL ASSOCIATION OF STATE WORKFORCE AGENCIES**

This Alliance Agreement (hereinafter referred to as “Agreement”) is made as of this 13<sup>th</sup> day of March, 2007 (hereinafter referred to as “Effective Date”), between DirectEmployers Association (hereinafter referred to as “DirectEmployers”), an Indiana non-profit located at 9002 N. Purdue Road, Quad III - Suite 100, Indianapolis, IN 46268, and The National Association of State Workforce Agencies (hereinafter referred to as “NASWA”), a non-profit corporation located at 444 North Capitol Street, N.W., Suite 142, Washington D.C. 20001.

## **BACKGROUND AND PURPOSE**

WHEREAS, DirectEmployers is owned and managed by employers through a non-profit corporation to share best practices, create new industry standards, provide research, and develop and manage Internet-based systems and software to increase labor market efficiency and reduce employment costs;

WHEREAS, NASWA is an association composed of state administrators of unemployment insurance laws, employment services, training programs, employment statistics and labor market information, and other programs and services provided through publicly-funded state workforce systems; and

WHEREAS, DirectEmployers seeks to enhance the electronic products that currently provide its members with an efficient, effective electronic advertising and communication system for human capital management; and

WHEREAS, NASWA seeks to enhance the benefits provided to its members by supporting their efforts to improve customer service to employers, workers, and job seekers by developing more efficient and innovative service delivery mechanisms; and

WHEREAS, Both DirectEmployers and NASWA believe these goals can be accomplished through state workforce agency collaboration with DirectEmployers’ employer-funded, national labor exchange; and

WHEREAS, Both DirectEmployers and NASWA believe the mutual collaboration further described in this Agreement will encourage state workforce agency involvement with the employer-funded, national labor exchange and thereby benefit the members of both DirectEmployers and NASWA;

NOW, THEREFORE, In consideration of the mutual promises, representations, covenants, obligations, and other good and valuable consideration set forth in this Agreement, the receipt and sufficiency of which are hereby acknowledged, the parties agree to engage in a business alliance as more fully described in the following General Terms and Conditions (hereinafter referred to as “Terms”):

## **GENERAL TERMS AND CONDITIONS**

### **Article I. Definitions**

- A. “*Agreement*” includes the terms of this document and any addenda and/or attachments thereto.
- B. “*AJB*” is America’s Job Bank, a national electronic labor exchange funded by the United States Department of Labor which is scheduled to be discontinued as of June 30, 2007.

- C. “*Confidential information*” includes but is not limited to technical and business information relating to one of the parties’ products, research and development, production, costs, engineering processes, profit or margin information, finances, customers, marketing, and future business plans, or any other information identified as being confidential by either party at the time it is disclosed, whether communicated orally or otherwise, subject to the exceptions and limitations set forth in Section B of Article IV of this Agreement.
- D. “*DirectEmployers*” is an Indiana non-profit corporation owned and managed by employers to share best practices, create new industry standards, provide research, and develop and manage Internet-based systems and software to increase labor market efficiency and reduce employment costs. Unless the context clearly provides otherwise, all references to “DirectEmployers” found in this Agreement shall be read to include DirectEmployers’ employees, contractors, consultants, and agents.
- E. “*DirectEmployers Member Services*” are a set of services that member companies receive for their dues that include, but are not limited to, distribution of all of the jobs spidered or uploaded by JobCentral to its network of affiliate job website, automated distribution of those jobs through VetCentral to achieve Jobs for Veterans Act compliance, research reports, conference calls, think tank teleconferences, and membership meetings.
- F. “*Intellectual property*” means any and all (by whatever name or term known or designated) tangible and intangible and now known or hereafter existing: copyrights (including derivative works, as defined by the United States Copyright Act, and all amendments thereof), trademarks, trade names, trade secrets, know-how, patents, any other intellectual and industrial property and proprietary rights, of every kind and nature throughout the universe and however designated, and including all registrations, applications, renewals, and extensions thereof.
- G. “*JAMS*” is a firm that offers alternative dispute resolution services including mediation and arbitration.
- H. “*JobCentral*” is a web clearinghouse operated by DirectEmployers on which employers can post available jobs and recruit eligible job candidates and on which job seekers may search for job openings and apply for employment. The terms “JobCentral” and “national labor exchange” may be used interchangeably for the purposes of understanding and interpreting this Agreement.
- I. “*NASWA*” is the National Association of State Workforce Agencies, a non-profit corporation whose members include state administrators of unemployment insurance laws, employment services, training programs, employment statistics and labor market information, and other programs and services provided through publicly-funded state workforce systems. Unless the context clearly provides otherwise, all references to “NASWA” found in this Agreement shall be read to include NASWA’s employees, contractors, consultants, and agents.
- J. “*National labor exchange*” is the national electronic labor exchange to be hosted at JobCentral and operated by DirectEmployers in cooperation with NASWA and state workforce agencies to replace the services and tools provided by AJB which will operate in accordance with the terms and conditions of participation agreements entered into between participating state workforce agencies and DirectEmployers. The terms “JobCentral” and “national labor exchange” may be used interchangeably for the purposes of understanding and interpreting this Agreement.
- K. “*Parties*” are DirectEmployers and NASWA. Unless the context clearly provides otherwise, all references to “parties” found in this Agreement shall be read to include the employees, contractors, consultants, and agents of NASWA and DirectEmployers.

- L. “*Self-service websites*” are website home pages created by DirectEmployers and branded by DirectEmployers with state agency identification to which employers who self-post job orders and job seekers who self-post resumes will be directed at the time of posting and for follow-up activities. Self-service websites will be integrated into JobCentral so that other functionality of these self-service websites will be provided by DirectEmployers through JobCentral.
- M. “*Self-service website agencies*” are state workforce agencies participating in the national labor exchange that do not have their own self-supported agency websites but will utilize the self-service websites provided by DirectEmployers for employers posting jobs and job seekers posting resumes in their state.
- N. “*Spidering*” is a program utilized by a search engine designed to automatically discover, download, analyze, and index web pages for the search engine. The term “spidering” is sometimes used interchangeably with “indexing” to signify the same activity.

## **Article II. Responsibilities of the Parties**

In addition to any other responsibilities more explicitly set forth elsewhere in this Agreement, the parties shall, respectively, have the following responsibilities:

### **A. NASWA shall:**

1. Endorse the national labor exchange system to state workforce agencies as a replacement for the functions served by the discontinued AJB.
2. Communicate to its members regarding the value of the national labor exchange and the benefits state workforce agencies may derive from their participation in the system. Such communications may include notices or announcements to members, articles in newsletters and bulletins published by NASWA, presentations or discussions at meetings and conferences, and other informational or education materials prepared by NASWA relative to workforce programs.
3. Assist DirectEmployers in its effort to enter into agreements with state workforce agencies governing their participation in the national labor exchange.
4. Act as liaison between its members and DirectEmployers regarding all matters related to the national labor exchange and other DirectEmployers systems and services.
5. In cooperation with DirectEmployers, support efforts to maintain the value and utility of the national labor exchange by engaging NASWA’s members in the continuous improvement of the system.
6. Take an active role in the governance and continued improvement of the national labor exchange through participation in all governing committees, involvement in dispute resolution upon request of participating state workforce agencies and/or DirectEmployers, and through other activities as the need should arise.
7. In consultation with DirectEmployers, establish ad hoc workgroups and/or committees to address operational, governance, and technical issues relating to the national labor exchange; ask committees to work jointly to address common issues of concern to the national labor exchange; and establish other standing committees.
8. Act as liaison between DirectEmployers and the United States Department of Labor and between DirectEmployers and other interested parties with regard to issues regarding veterans’ services, preferences, and interests as they involve the national labor exchange.

### **B. DirectEmployers shall:**

1. Establish a national labor exchange and state job websites – as requested by participating state workforce agencies - to replace the services and tools now offered to employers, employees, job seekers, and state

workforce agencies through the AJB that shall, at a minimum, include the tools and services identified in Addendum A attached to this Agreement and shall also:

- a. allow employers to post jobs one at a time through VetCentral, to comply with the federal contractor mandatory job listing requirements;
  - b. improve the current functionality of the AJB for participating state workforce agencies by offering the enhanced, additional services to participating state workforce agencies identified in Addendum A attached to this Agreement;
  - c. continue to offer all services offered through AJB (See Addendum B) to employers and job seekers at no cost to such employers and job seekers; and
  - d. offer all services to participating state workforce agencies at no cost to such agencies.
  - e. be operational for all participating state workforce agencies no later than July 1, 2007.
  - f. ensure the security and continuous operation of the national labor exchange.
2. Provide all necessary technical services and support to any state workforce agency participating in the national labor exchange as dictated by the agency's level of interaction and the array of available tools and services utilized by the agency;
  3. Comply with the terms of written participation agreements that DirectEmployers shall enter into with state workforce agencies that elect to participate in the national labor exchange. The agreements shall govern the relationship between DirectEmployers and the participating agencies and shall reflect DirectEmployers' obligation to provide, at a minimum, the services and tools identified in Addenda A and B to this Agreement.
  4. Refrain from providing any services to state workforce agencies other than those services provided herein or which the parties otherwise mutually agree to provide in the future.
  5. Cooperate with NASWA in their efforts to maintain the value and utility of the national labor exchange by engaging NASWA and its members in the governance and continuous improvement of the system through NASWA's participation on all governing committees of the system, involvement in dispute resolution upon request of participating state workforce agencies and/or DirectEmployers, and through other activities as the need should arise.
  6. In consultation with NASWA, establish ad hoc workgroups and/or committees to address operational, governance, and technical issues relating to the national labor exchange; ask committees to work jointly to address common issues of concern to the national labor exchange; and establish other standing committees.
  7. Make available to NASWA administrators, employees, contractors, and consultants the opportunity to join in appropriate aspects of the DirectEmployers' member services including conference calls, webinars, and annual meetings, and to receive research reports and other materials relevant to the national labor exchange.
  8. Ensure that the national labor exchange shall be supported solely through the membership dues and fees paid by DirectEmployers' member companies and that DirectEmployers shall not use paid advertising as a means of generating capital or supporting the operation of the national labor exchange.

### **Article III. Proprietary Rights**

- A. Materials of Parties. Each party owns and shall continue to own all right, title and interest in and to all information, documentation, materials and products (including, without limitation all Intellectual Property rights therein) owned or developed by such party, including but not limited to software application and documentation and any modifications, updates or new versions thereof. Without limiting the foregoing, any and all software, software development tools, know how, methodologies, processes, technologies, or algorithms used by either party in performing its obligations under this Agreement which are based upon, contain or constitute trade secrets or proprietary information of a party or are otherwise owned or licensed by such party, shall be and remain such party's property, and the other party shall have no interest therein or claim thereto except as specifically set forth herein.

- B. Trademarks and Trade Names. Each party acknowledges and agrees that NASWA owns all right, title and interest in and to the NASWA trademarks, NASWA trade names, logos, NASWA Derivative Works of the foregoing, and all intellectual property rights therein; and DirectEmployers owns all right, title and interest in and to the DirectEmployers trademarks, DirectEmployers trade names, logos, derivative works of the foregoing, and all intellectual property rights therein. The parties further acknowledge and agree that any benefit and goodwill accruing from the usage of such names and logos shall belong to the owner. Except as expressly agreed between the parties, the parties shall have no other rights to use the name and logo of the other party and neither party grants title, right or interest in any trademarks or trade names to the other party under this Agreement.

Upon prior written approval of the other party, each party may use the other party's name, trademarks, logos, and trade names in sales, marketing, web, and press materials to indicate to customers and prospects that the parties have formed an alliance as described herein. Each such use of the other party's name, logos, trademarks or trade names, including in any advertising, marketing materials, press releases, web pages, or sales materials shall be approved in writing in advance by the other party. Such approval shall not be unreasonably withheld or delayed. Either party shall immediately change or discontinue any trademark use as requested in writing by the other party. Upon termination or expiration of this Agreement, each party shall immediately discontinue all use of the other party's logo, trademarks, and trade names.

- C. Prior Approval. The use of any promotional, marketing or other materials and the disclosure of any oral, visual, or written information by one party about the other party or about this Agreement shall be subject to prior, written approval by the other party. Neither party shall originate any publicity, news release, or other public announcement relating to this Agreement or the existence of a working relationship between the parties without the prior written approval of the other party. Such approval shall not be unreasonably withheld or delayed.
- D. No Other Licenses. Except as explicitly set forth in this Agreement, neither party grants any other license, by implication or otherwise.

#### **Article IV. Confidentiality**

- A. Prohibition of Disclosure. During the term of this Agreement, each party hereto (hereinafter referred to as "Disclosing Party") may disclose to the other party (hereinafter referred to as "Recipient") confidential information in connection with the performance of this Agreement, and Recipient may otherwise discover confidential information about the Disclosing Party in connection with this Agreement. All confidential information shall remain the sole property of Disclosing Party and Recipient shall have no rights to or in the confidential information. Recipient shall hold the confidential information in strict confidence. Recipient shall not make any disclosure of the confidential information (including methods or concepts utilized in the confidential information) to anyone without the express written consent of Disclosing Party, except to employees, contractors, consultants, or agents to whom disclosure is necessary for the performance of this Agreement and who are bound in writing to maintain the confidentiality of the information. The Recipient shall not use the confidential information other than as necessary to the performance of this Agreement, or to the extent it is required to disclose such information in the context of any administrative or judicial proceeding, provided that prior written notice of such disclosure and a reasonable opportunity to oppose or limit disclosure is given to Disclosing Party.
- B. Recipient's Obligation. Notwithstanding the foregoing, Recipient shall have no obligation under this Agreement with respect to any confidential information disclosed to it which:

1. the Recipient can demonstrate was already known to it at the time of its receipt hereunder; or

2. becomes generally available to the public other than by means of Recipient's breach of its obligations under this Agreement; or
  3. is independently obtained from a third party whose disclosure violates no duty of confidentiality; or
  4. is independently developed by or on behalf of Recipient without use of or reliance on any confidential information furnished to it under this Agreement.
- C. Third Party Information. The sharing of any client or other third party information between the parties hereto shall be subject to, and conditioned upon, compliance with confidentiality restrictions set forth in this Article.
- D. Obligations Upon Expiration or Termination. Upon the expiration or termination of the Agreement, each party shall return to the other party any Confidential Information and marketing/promotional materials of the other party, in whatever medium it may exist, and/or destroy any Confidential Information of the other party that is in its possession and not capable of being returned. The return and/or destruction of such confidential information shall be accomplished in a manner and in accordance with a timetable acceptable to the Disclosing Party.
- E. Obligations Survive Termination of Agreement. The provisions of this Article shall survive the termination of this Agreement with regard to any confidential information disclosed during the term of the Agreement.

## Article V. Governance

- A. The national labor exchange shall be jointly governed and overseen by DirectEmployers, representatives of a number of the participating state workforce agencies, and NASWA as representative of the remaining participating state workforce agencies, through the work of the following standing committees:
1. **Executive Committee** – consisting of one senior-level representative from NASWA, one senior-level representative from DirectEmployers, one state representative, and one employer representative. The Executive Committee shall provide overall guidance for the project, resolve certain disputes, and make final determinations on whether to implement major system changes or enhancements.
  2. **Operations Committee** – consisting of six employers, six state representatives, one representative from DirectEmployers, and one representative from NASWA. The Operations Committee shall provide guidance and input for all program and business issues, input on proposed new functionality and features, and guidance and input on technical issues such as data exchange, spidering, search technology, and similar issues.
- B. Any recommendation submitted by the Operations Committee and not accepted by DirectEmployers can be appealed to the Executive Committee.
- C. DirectEmployers and NASWA may, from time to time, establish ad hoc workgroups and/or committees, ask committees to work jointly to address common issues of concern and may, upon mutual agreement, establish other standing committees.
- D. Market and customer demands may require a change to JobCentral that will not modify, limit, qualify, or otherwise adversely affect the rights and benefits accorded to NASWA under this Agreement and/or to state workforce agencies under their participation agreements with DirectEmployers. Nothing contained herein shall be read to require DirectEmployers to submit such change to NASWA or the participating state workforce agencies for their consideration and approval prior to action being taken by DirectEmployers. DirectEmployers shall inform NASWA and the participating workforce agencies of such change made to

JobCentral within twenty-four (24) hours of the change. Should NASWA and/or the participating workforce agencies believe the change does adversely affect their participation in the national labor exchange or their rights and benefits under their agreements with DirectEmployers, they may jointly work to resolve any concerns with DirectEmployers or bring the matter to the Executive Committee for its review, consideration, and any appropriate remedial action.

Notwithstanding the foregoing, no changes to the hosted self-service websites shall be made without prior review and approval obtained through the governance process set forth in this Article.

## **Article VI. Representations and Warranties**

A. Warranty by DirectEmployers. DirectEmployers represents and warrants to NASWA that it:

1. has the full power and the right to enter into this Agreement, to grant the rights set forth herein, and to fully perform its obligations under the Agreement; and
2. has not previously and shall not grant any rights in the national labor exchange to any third party that are inconsistent with this Agreement; and
3. is the sole owner of the patent, copyright, or other intellectual property rights utilized in the creation of the national labor exchange and the other services and tools for state workforce agencies referenced in this Agreement and that it has not violated any third-party's copyright, trademark, intellectual property, or proprietary rights in developing them; and
4. shall comply with all applicable state and federal laws, rules, and regulations in the performance of its duties and obligations under this Agreement.

B. Warranty by NASWA. NASWA represents and warrants to DirectEmployers that it:

1. has the full power and the right to enter into this Agreement, to grant the rights set forth herein, and to fully perform its obligations under the Agreement; and
2. has not previously and shall not take any actions relative to its endorsement and support of the national labor exchange that are inconsistent with this Agreement; and
3. is the sole owner of the copyright or other intellectual property rights utilized in the creation of the promotional, informational, and other materials to be used to market and endorse the national labor exchange and the other services and tools for state workforce agencies referenced in this Agreement and that it has not violated any third-party's copyright, trademark, intellectual property, or proprietary rights in developing them; and
4. shall comply with all applicable state and federal laws, rules, and regulations in the performance of its duties and obligations under this Agreement.

## **Article VII. Limitations of Liability**

SUBJECT TO ARTICLE VIII BELOW AND EXCEPT IN THE EVENT OF A BREACH OF ARTICLE IV ABOVE, IN NO EVENT SHALL ONE PARTY BE LIABLE TO THE OTHER FOR ANY SPECIAL, INCIDENTAL, CONSEQUENTIAL, INDIRECT OR PUNITIVE DAMAGES ARISING UNDER THIS AGREEMENT; EVEN IF THE PARTY HAS BEEN ADVISED OF THE POSSIBILITY OF SUCH DAMAGES. THE CUMULATIVE LIABILITY OF EITHER PARTY FOR ALL CLAIMS ARISING UNDER THIS AGREEMENT (EXCEPT IN THE EVENT OF A BREACH OF ARTICLE IV ABOVE AND CLAIMS INDEMNIFIED PURSUANT TO ARTICLE VIII BELOW) UNDER CONTRACTUAL OR EXTRA-CONTRACTUAL LIABILITY SHALL NOT EXCEED THE TOTAL AMOUNT OF ALL FEES PAID OR PAYABLE TO THE OTHER PARTY HEREUNDER DURING THE TWELVE (12) MONTH PERIOD PRECEDING THE IMPOSITION OF LIABILITY.

Each party shall have the duty to mitigate damages for which the other party is responsible.

The provisions of this Article shall survive the termination of this Agreement.

### **Article VIII. Indemnification**

- A. DirectEmployers Obligations. DirectEmployers shall indemnify, defend, and hold NASWA and its employees, officers, agents, affiliates, or other representatives harmless from and against any and all damage, loss, liability, claim, cost or expense (including, without limitation, reasonable attorney's fees) incurred in connection with or as a result of any third party claim:
1. alleging that DirectEmployers' products, services, promotional material and/or other materials infringe any patent, copyright, trade-mark, trade secret, or proprietary right of any third party; or
  2. arising from the gross negligence or intentional misconduct of DirectEmployers, its employees, officers, agents, affiliates, or other representatives; or
  3. arising from the legal compliance, performance or functionality of the DirectEmployers' products or services; or
  4. arising out of misuse (including without limitation for the purposes of identity theft or other criminal acts) or unauthorized access to confidential or personally identifiable information by employees, officers, agents, affiliates, or other representatives of Direct Employers.
- B. NASWA Obligations. NASWA shall indemnify, defend, and hold DirectEmployers and its employees, officers, agents, affiliates, or other representatives harmless from and against any and all damage, loss, liability, claim, cost or expense (including, without limitation, reasonable attorney's fees) incurred in connection with or as a result of any third party claim:
1. alleging that NASWA's services, promotional material and/or other materials infringe any patent, copyright, trade-mark, trade secret, or proprietary right of any third party; or
  2. arising from the gross negligence or intentional misconduct of NASWA, its employees, officers, agents, affiliates or other representatives; or
  3. arising from the legal compliance or performance of NASWA's services; or
  4. arising out of misuse (including without limitation for the purposes of identity theft or other criminal acts) or unauthorized access to confidential or personally identifiable information by employees, officers, agents, affiliates, or other representatives of NASWA.
- C. Separate Counsel. An indemnified party shall have the right to employ separate counsel and participate in the defense of any claim or action.
- D. Settlement. Nothing herein shall be read to limit the indemnifying party's right to settle any claim or action under this Article.
- E. Reimbursement. The indemnifying party shall reimburse the indemnified party upon demand for any payments made or loss suffered by it, based upon the judgment of any court of competent jurisdiction or pursuant to a bona fide compromise or settlement of claims, demands, or actions, in respect to any damages related to any claim or action under this Article.

- F. Acknowledgement of Remedy. BOTH PARTIES ACKNOWLEDGE THAT THE FOREGOING INDEMNITY AND LIMITED REMEDY IS THE SOLE AND EXCLUSIVE REMEDY AND RECOURSE WITH RESPECT TO THE CLAIMS DESCRIBED IN THIS ARTICLE.
- G. Obligations Survive Termination of Agreement. The provisions of this Article shall survive the termination of this Agreement.

### **Article IX. Term and Termination of Agreement**

- A. Term. The term of the Agreement shall commence on the effective date and shall continue for a minimum of five (5) years unless otherwise modified by mutual agreement. After the initial five (5) year term, the Agreement shall automatically renew for successive one (1) year terms until terminated by either party or, upon mutual agreement of the parties, may be renewed for an additional five year period.
- B. Termination. After the initial five (5) year term, either party may terminate the agreement upon written notice to the other party, delivered at least twelve (12) months in advance of the date of termination.
- C. Termination upon Breach. Either party may terminate the Agreement, on written notice to the other, if the other party fails to remedy any breach of this Agreement. Subject to the requirement that the parties attempt to resolve any claim of breach through the dispute resolution process set forth in Article X, such termination shall be effective within thirty (30) days after delivery of notice of breach and intent to terminate. However, if a breach involves a non-monetary default that will necessarily require more than thirty (30) days to cure, the defaulting party shall have up to ninety (90) days to cure such breach if the defaulting party acts diligently, continuously, and reasonably to cure any such default. Termination of the Agreement shall be in addition to, and not in lieu of, other remedies available to the terminating party under this Agreement.
- D. Post-Termination Payments. Upon termination of this Agreement, DirectEmployers shall pay to NASWA all fees and monies owed through the effective date of termination.

### **Article X. Resolution of Disputes**

In the event there is a dispute between the parties regarding any of the terms and conditions of this Agreement, including an alleged breach of the Agreement, and prior to any attempt to terminate the Agreement for an alleged breach as provided in Section C of Article IX, the parties agree to make every effort to resolve the dispute using the following dispute resolution process:

- A. Informal Resolution. The parties shall first attempt to resolve their dispute informally and agree that any dispute arising under this Agreement shall first be submitted to the Executive Director of each party for attempted resolution. The parties shall cooperate with one another in gathering and sharing any information that would be appropriate and germane to the matter and all reasonable requests made by one party to another for non-privileged information reasonably related to the matter under dispute shall be honored in order that each of the parties may be fully advised of the other's position. The Executive Directors shall discuss the problem and negotiate in good faith with their counterpart in an effort to resolve the dispute without necessity of any formal proceeding. If either Executive Director within fifteen (15) days of their first communication determines the dispute has not resolved, the parties shall immediately hereafter submit the dispute to mediation as set forth in Section B below.
- B. Mediation. If the informal dispute resolution process outlined above should fail to resolve the matter under dispute, the parties shall enlist the services of a mediator to assist them in reaching a resolution. The parties shall mutually agree upon a mediator from the JAMS panel of mediators and the mediation shall take place

at a location equidistant to both parties, unless the parties mutually agree to an alternate location. The parties shall share the costs of mediation equally.

- C. Arbitration. Any dispute, claim or controversy arising out of or relating to this Agreement or breach, termination, enforcement, interpretation, or validity thereof, including the determination of the scope or applicability of this Agreement to arbitrate, that cannot be resolved between the parties in accordance with the informal resolution process described above, shall be determined by arbitration in Indianapolis, IN before a sole arbitrator in accordance with the laws of the State of Indiana for agreements made in and to be performed in that State. The arbitration shall be administered by JAMS pursuant to its Streamlined Arbitration Rules and Procedures. Judgment on the Award may be entered in any court having jurisdiction. The arbitrator shall allocate all of the costs of the arbitration in the Award, including the fees of the arbitrator and the reasonable attorneys' fees of the prevailing party, against the party who did not prevail.
- D. Recourse to Temporary Relief. The parties agree that the only circumstance in which disputes between them shall not be immediately subject to the dispute resolution procedure above shall be those in which a party makes a good faith determination that a breach of the terms of this Agreement by the other party is such that a temporary restraining order or other injunctive relief is the only appropriate and adequate remedy. Any recourse by a party to a court for interim or provisional relief shall not be deemed incompatible with the agreement to arbitrate or a waiver of the right to arbitrate.
- E. Governing Law. Any disputes under this Agreement that are unresolved by arbitration as set forth in Article IX above shall be resolved under Indiana law without reference to conflict of laws principles. Except for either party's right to seek injunctive relief to protect its proprietary rights hereunder, the parties hereby consent and submit to the exclusive jurisdiction of the federal and state courts sitting in the Southern District of Indiana for the resolution of any dispute arising out of this Agreement.

## **Article XI. Costs of Agreement; Administration Fee**

- A. Costs. Except as expressly provided herein, each party shall bear its own costs and expenses incurred in performing its obligations under this Agreement.
- B. Administration Fee. DirectEmployers shall pay NASWA an administration fee equal to the greater of ten percent (10%) of the revenue generated each month by the annual membership fees of DirectEmployers' member companies or a guaranteed minimum payment of three hundred thousand dollars (\$300,000.00) per year.
  1. DirectEmployers, for the consideration described in paragraph B above, shall be permitted to use the NASWA endorsement, described in Section A of Article II above, within DirectEmployers membership materials, sales collateral, verbal sales conversations, and any other membership promotion.
  2. DirectEmployers agrees to send NASWA monthly payments in the amount of twenty-five thousand dollars (\$25,000.00) within fifteen (15) days after the close of each month. The first monthly payment shall be made no later than March 16, 2007. Subsequent monthly payments will commence on April 15, 2007, with the final payment under this Agreement payable on February 15, 2012. Within fifteen days of the end of each calendar year, DirectEmployers shall send NASWA an annual reconciliation of account to NASWA under this Agreement - reflecting credits for any monthly payments already made - and indicating the balance due under the Agreement. Payment for any such balance due shall be made at the same time that such reconciliation is provided to NASWA.
  3. All payments shall be forwarded to NASWA's selected financial institution via electronic funds or paid to NASWA as otherwise designated by NASWA.

4. DirectEmployers shall provide NASWA with a monthly report published within the first fifteen (15) days after the close of the month listing all membership transactions executed during the previous month.
5. DirectEmployers shall provide NASWA with an annual report listing all of the anniversary dates of each Association member to allow NASWA to forecast and track projected revenue.

## **Article XII. General Conditions**

- A. Exclusive Agreement. This Agreement between DirectEmployers and NASWA shall be a mutually exclusive agreement between the parties. DirectEmployers shall not contract with any other entity to obtain the administrative support, governance, and liaison services which NASWA undertakes under this Agreement and NASWA shall not contract with any other party for the purpose of endorsing or providing administrative support or governance for another national electronic labor exchange service for its members. Nothing herein shall be read to limit the right of the parties to contract with individuals, companies, or firms for the purpose of assisting them in fulfilling their responsibilities under this Agreement.
- B. Waiver. No waiver of any right under this Agreement shall be deemed effective unless it is contained in writing signed by a duly authorized representative of the party against which the waiver is sought to be enforced, and no waiver of any past or present right arising from any breach or failure to perform shall be deemed to be a waiver of any future right arising under this Agreement.
- C. Severability. If any provision in this Agreement is invalid or unenforceable, that provision shall be construed, limited, modified or, if necessary, severed, to the extent necessary, to eliminate its invalidity or unenforceability, and the other provisions of this Agreement shall remain in full force and effect.
- D. Assignment. This Agreement shall be binding upon the parties and their respective successors and assigns, but neither party may, nor shall it have the power to, assign this Agreement or any of the benefits hereof in whole or in part in any manner whatsoever without the prior written consent of the other party and any attempted transfer or assignment by a party in violation of this Article shall be void. Neither party shall unreasonably withhold or delay its consent to a requested assignment or transfer.

For the purposes of this Agreement, a “transfer” shall be deemed to include, without limitation, the following: (a) a merger or any other combination of an entity with another party, whether or not the entity is the surviving entity; (b) any transaction or series of transactions whereby a third party acquires direct or indirect power to control the management and policies of an entity, or (c) the transfer of any rights or obligations in the course of a liquidation or other similar reorganization of an entity.

Subject to the foregoing, this Agreement shall be binding upon and inure to the benefit of each party and their respective successors and assignees.

- E. Force Majeure. With the exception of the payment of monies owed, if the performance of this Agreement or any obligation hereunder is prevented, restricted, or interfered with by any act or condition whatsoever beyond the reasonable control of the affected party, the party so affected, upon giving prompt notice to the other party, shall be excused from such performance, except for the making of payments hereunder, to the extent of such prevention, restriction, or interference.
- F. Compliance with Laws. Each party shall be responsible for compliance with all applicable laws, rules, and regulations related to the performance of its obligations under this Agreement and both parties hereby agree

not to knowingly, directly or indirectly, violate any federal, state, or local law or regulation of the United States, or any applicable U.S. or foreign export provision.

- G. Notices. All instructions, notices, consents, demands, or other communications required or contemplated by this Agreement shall be in writing and shall be made by electronic transmission, by facsimile transmission, by overnight courier service, or by first class mail, postage prepaid, addressed to the respective party and at the facsimile number or address as set forth below, or to such other party, facsimile number or mail or e-mail address as may be hereafter specified by written notice:

DirectEmployers Association, Inc.  
9002 N. Purdue Road, Quad III, Suite 100  
Indianapolis, IN 46268  
Attention: Dan Jordan, J.D., Chief Counsel  
Fax: 317-874-9100  
Email: [dan@jobcentral.com](mailto:dan@jobcentral.com)

National Association of State Workforce Agencies  
444 N. Capitol Street, N.W. Suite 142  
Washington, D.C. 20001  
Attention: Richard A. Hobbie, Ph.D., Executive Director  
Fax: 202-434-8033  
[rhobbie@naswa.org](mailto:rhobbie@naswa.org)

All instructions, notices, consents, demands, or other communications shall be considered effectively given as of the day of actual delivery; as of the date specified for overnight courier service deliver; as of three (3) business days after the date of mailing; or on the day the electronic or facsimile transmission is received at the receiving location and receipt is confirmed by the sender. Any communication by facsimile transmission shall also be sent by United States mail on the same date of the facsimile transmission.

- H. Clarity. For purposes of clarity and unless specifically otherwise stated in this Agreement, neither party is a reseller of licensed products or services for the other.
- I. Parties Relationship. This Agreement is not intended to nor does it constitute or create a joint venture, legal partnership, or other relationship of any kind except as specifically described herein. Neither party shall have authority to bind the other, except to the extent specifically described by the Terms of this Agreement, or otherwise in writing. Neither NASWA nor DirectEmployers shall hold itself or its staff out as nor claim to be an officer, partner, joint venturer, employee, or agent of the other party.

Each party's employees, agents, contractors, or consultants who perform services related to this Agreement shall remain under the exclusive direction and control of their respective employer and shall receive such salaries, compensation, and benefits as their respective employer may from time to time determine. Moreover, each party shall have the complete and sole responsibility for its employees, agents, contractors, or consultants who perform any service related to this Agreement with regard to compliance with all applicable laws, rules, and regulations governing such party and with the terms of this Agreement.

Neither party shall knowingly, either directly or indirectly, solicit the other party's employees, agents, contractors, or consultants without written authorization from the other party.

- J. Headings. The headings used in this Agreement are inserted for convenience only and shall not affect the meaning or interpretation of this Agreement.

K. Entire Agreement. This Agreement, including any Attachments and Addenda thereto, constitutes the entire understanding and agreement between NASWA and DirectEmployers and supersedes all prior or contemporaneous agreements, proposals, or communications, oral or written, between the parties relating to the subject matter of the Agreement. No modification of the Agreement shall be binding unless it is in writing and is signed by an authorized representative of each party; no other act, document, usage, or custom shall be deemed to amend or modify this Agreement.

IN WITNESS WHEREOF, the authorized representatives of the parties have executed this Agreement by their signatures below. This Agreement may be executed in counterparts and may be exchanged by facsimile or electronically scanned and emailed copy, each of which shall be deemed to be an original, and all of which together shall constitute one and the same agreement.

DirectEmployers Association, Inc.  
("DirectEmployers")

National Association of State Workforce Agencies  
("NASWA")

By: \_\_\_\_\_  
President

By: \_\_\_\_\_  
President

Name: Robin L. Katzman

Name: Roosevelt (Ted) Halley

Title: President

Title: President

By: \_\_\_\_\_  
Executive Director

By: \_\_\_\_\_  
Executive Director

Name: William O. Warren

Name: Richard A. Hobbie, Ph.D.

Title: Executive Director

Title: Executive Director

## Addendum A

### NATIONAL LABOR EXCHANGE SERVICES TO STATE WORKFORCE AGENCIES

#### GENERAL PROVISIONS

DirectEmployers will provide NASWA's state workforce agency members all current AJB functionality (see Addendum B) without cost through the national labor exchange centered in JobCentral. The approach for the delivery of these AJB replacement services is covered under the "Menu of Services" heading in Addendum A. The primary difference between the services provided through AJB and the new national labor exchange will be that large employers will have their corporate job sites spidered rather than using a batch upload process used in the current AJB Public Interface. DirectEmployers will submit a written project implementation plan to the participating workforce agencies by a date agreed upon between DirectEmployers and NASWA and will have participating state workforce agencies operational in JobCentral by July 1, 2007.

DirectEmployers will ensure that JobCentral will mirror the AJB by accommodating different levels of interaction with state workforce agencies. DirectEmployers recognizes that most state workforce agencies have created their own Internet job and resume banks and those agencies will want to promote their sites to their employers and job seekers. For those state workforce agencies that do not have their own job/talent bank, and should those states desire it, DirectEmployers will provide a free "self-service" site integrated into JobCentral in a manner similar to the way self-service sites are currently integrated with AJB. These sites will operate in much the same way that AJB's state workforce agency sites now function; however, agencies utilizing these sites will have much greater flexibility in controlling the content of their unique home pages.

Except as otherwise explicitly provided herein, DirectEmployers will provide the following services, tools, functions, formats, and features within the national labor exchange to be operated by DirectEmployers for participating state workforce agencies. The terms "JobCentral" and "national labor exchange" are used interchangeably herein.

#### **I. Services and Functionality Available to Job Seekers & Employers**

- A. **Job Seekers:** The following services will be provided by DirectEmployers on the national labor exchange site and on any of the hosted self-service sites without any charge to job seekers:
1. Job seekers will be able to search for jobs uploaded to JobCentral from a state workforce agency system or pulled from corporate sites on either JobCentral and/or a state self-service site.
  2. Job seekers will also be able to view JobCentral jobs when conducting a search on the state-operated website that downloads all or part of the JobCentral database.
  3. The user ID and password for registered job seekers will be recognized by the JobCentral site and any of the state self-service sites (as it is with AJB).
  4. The job seeker account will have the same functionality in JobCentral as in AJB (See Addendum B):
    - a. Free search of job listings by job seekers nationwide through the main site and through any of the state self-service sites.
    - b. Job seeker searches may be done with or without registration on the site.
    - c. Free resume posting by registered job seekers through one of the state self-service sites. The

resumes would be available to registered employers in any state with a JobCentral hosted self-service site. The job seeker has the option to make the resume confidential (searchable but contact information hidden), not searchable (but available for use in replying to relevant job postings), or open to a search by employers with contact information available.

- d. Job Agents (saved searches, like AJB Job Scouts) that would run periodically and send e-mails to the job seeker about new job openings.

B. Employers: The following functionality and services will be available to employers using the national labor exchange:

1. Non-member employers that register on JobCentral from states that upload/download job orders will be encouraged to register with their home state workforce agency's job/resume bank to post jobs. DirectEmployers will work with state workforce agencies to facilitate that home state registration with the participating state workforce agencies.
2. Employers who have posted jobs with their state employment services will have their jobs displayed for free on JobCentral if their state workforce agency uploads jobs to JobCentral.
3. If the state does not have its own website and JobCentral hosts one for it, employers will register there and be able to post jobs and search resumes at no charge. All such jobs will be displayed on Job Central and the hosted state workforce agency sites and become part of the file available for download to all participating states.
4. Employers registered on a state self-service site will be able to search resumes from the JobCentral site and from all the state self-service sites at no charge once the employers are verified.
5. Talent scout (saved searches) will run periodically and send e-mails to the employer about new job seekers.

C. Veterans:

1. JobCentral will make service to veterans a priority.
2. Veterans will have their resumes included in a separate "Veterans" resume bank as well as in the main resume bank. The "Veterans" resume bank would be searchable for free by all employers through VetCentral.
3. Veteran resumes will be flagged (similar to the AJB flag icon) within the general resume search so that employers can easily spot which resumes are from veterans.
4. Veteran resumes matching the search criteria will be displayed at the top of the list.
5. Jobs that are entered into JobCentral by companies that are federal contractors and are required by law to provide affirmative action in hiring veterans will be flagged with a special icon indicating that the job listing is from a federal contractor.
6. As part of the VetCentral's Clearinghouse, newly listed federal contractor jobs will be sent to

appropriate Local Veterans Employment Representatives (LVER) and Disabled Veteran Outreach Program (DVOP) through local One-Stop Centers integrated in the employment service delivery system to facilitate priority of service. DirectEmployers also will allow for a separate search of federal contractor jobs collected and distributed through the Clearinghouse.

7. Upon request, veterans will be linked to the appropriate LVER and DVOP during job seeker registration through local One-Stop Centers integrated in the employment service delivery system for additional service.
8. Veterans will be linked to appropriate sites to access labor market information and other veteran-centered job finding resources and tools.

D. Resumes: The following features will apply to resumes handled by the JobCentral national labor exchange:

1. Resumes entered through JobCentral and/or state self-service sites will be available in a “central repository” (JobCentral).
2. Resumes will be searchable by employers for free after registering on JobCentral or on a state self-service site and going through a verification process that will be determined with NASWA concurrence.
3. The resume input features are similar to the current AJB resume input, but do not include suggestions for such things as skills for a job title or a choice of resume styles upon completion.
4. JobCentral will link to the Resume Writer, the Resume Tutorial, and the Military Resume Writer in ACINET to provide additional resources for the job seeker.

E. Job Orders: The following features will apply to employer job orders handled by the JobCentral national labor exchange:

1. All jobs are viewable without registration.
2. Job order displays on JobCentral will consist of job titles with links to the full job order on its originating corporate website. JobCentral will include, on the state self-service sites, an interim page, which will give the job seeker the option to see more job detail.
3. Links to jobs imported from state employment systems will take the job seeker back to that state’s workforce agency site. Whether registration is necessary to view the job on their site will be up to individual state workforce agencies.
4. Links to jobs on corporate sites will take the job seeker to that corporate employment site to view the complete job listing rather than just the spidered information. In most cases, registration is not necessary to view the complete job listing. *Note*: In virtually all cases, registration is required to apply for a job on a corporate website.
5. Spidered jobs and single postings on JobCentral will be updated every night. Assuming regular uploads from state workforce agencies, state jobs distributed to other states should never be less than 24 hours from last update.

6. DirectEmployers will make a good-faith effort to filter out duplicates when jobs are uploaded from state workforce agency sites.
  7. JobCentral uses O\*NET Autocoder to assign occupational codes. It was originally developed for DOL and the original version is now being distributed to the states through the Information Technology Support Center (ITSC). DirectEmployers uses a version that has been upgraded extensively since the original. DirectEmployers will not recode jobs uploaded from a state workforce agency site provided they have a valid SOC/O\*NET code assigned (DirectEmployers will crosswalk SS O\*NET codes - AJB coding structure - to O\*NET codes). DirectEmployers will code all other jobs using the Autocoder. Jobs downloaded to the states will have a SOC/O\*NET code assigned; however, state workforce agencies are free to change the code on their own sites.
- F. Verification and Validation of Employers and Jobs: DirectEmployers will utilize the following procedures to ensure that its job postings are real jobs from valid employers:
1. DirectEmployers will collaborate with state workforce agencies through NASWA to use procedures they may have established for this purpose, especially for jobs entered on the national site through “spidering” or posted through purchase by non-member employers.
  2. Upon notification by a state workforce agency of a fraudulent employer or inappropriate job order in the JobCentral system, DirectEmployers will remove same from its system.
  3. DirectEmployers verifies that DirectEmployers member-companies are valid employers and chooses appropriate industry codes for those employers. The same will apply for employers who have been “spidered” by DirectEmployers on the JobCentral site.
  4. Non-member employers registering on the JobCentral site will be reviewed by DirectEmployers staff to ensure they agree to and meet the terms and conditions of JobCentral. Employers and jobs that cannot be verified as meeting those terms and conditions will not be registered in JobCentral.
  5. Industry codes will be chosen by the employer upon registration using procedures agreed upon between DirectEmployers and NASWA.
  6. Jobs uploaded through the state employment services are assumed to have gone through the verification and validation process of each individual state and will not receive further review. Therefore, state workforce agencies with their own job/resume sites will continue managing the employer registration and job order review in accordance with their standard practices.
  7. State workforce agencies using the free self-service sites provided by DirectEmployers will be able to review new employer registrations and the data associated with that registration (jobs or resume access) themselves in a manner similar to the current AJB employer approval queue.
  8. State workforce agencies using the free self-service websites provided by DirectEmployers may delegate the task of reviewing new employer registrations and the data associated with that registration (jobs or resume access) to the DirectEmployers staff who will utilize the standard, agreed upon terms

and conditions. Those that do not meet those conditions will not have their account approved and will not be able to post jobs or search resumes.

9. If, at any time, the state workforce agency has an issue with the employer it had approved or the data entered by that employer, that employer's access to the system will be terminated and any job postings will be removed until issues are resolved.

## **II. MENU OF SERVICES**

To replace and enhance the functionality that AJB provided to the state workforce agencies, DirectEmployers, via JobCentral, will offer NASWA's state workforce agency members the following services free of charge:

- A. State-sponsored websites: DirectEmployers will provide an interchange service allowing for the upload and download of job orders between state-sponsored websites and JobCentral.
  1. DirectEmployers will match every format that is currently used for upload from the state workforce agencies to AJB and for download from AJB to the state workforce agencies.
  2. DirectEmployers will work with state consortia and/or service providers (Geographic Solutions, America's Job Link Alliance, AOSOS, and others) should they desire to upgrade/improve those formats.
  3. DirectEmployers' interchange service will allow state workforce agencies to:
    - a. Upload their job orders on a nightly basis (or more frequently if state workforce agencies so desire) and have those job orders displayed in the JobCentral national collection.
    - b. Jobs uploaded by the state workforce agencies will be treated with the same priority in terms of display in job search results as DirectEmployer member-company jobs.
    - c. Jobs posted by a state workforce agency will direct the job seeker to apply for employment on the state workforce agency site;
    - d. DirectEmployers will download all or part of the JobCentral national collection, including jobs posted by JobCentral member-employers or by companies buying the \$25 per job / per month posting service, jobs spidered from non-member companies, and jobs spidered at the request of states, and jobs from other states that have been uploaded to the JobCentral site.
      - i. The download will be performed daily and states will be able to choose the categories of jobs they wish to have included.
      - ii. Jobs from federal contractors will be flagged in the download to allow state workforce agencies to distinguish those orders.
      - iii. The federal contractor designation will be based on self-attestation by the employer.
      - iv. Jobs included in the download will be from employers who have gone through a validation process. The nature of that validation process will vary among state agencies. DirectEmployers, like AJB, will not separately validate the flow of jobs coming from large employers once they have validated those employers; it does, however, validate individually

posted jobs). As with AJB, JobCentral will assume that the state process will deliver a valid job listing from a valid employer into the download pool. As with AJB, one state workforce agency effectively approves an employer for nationwide access.

4. DirectEmployers, with the permission of state workforce agencies who operate their own web-based job banks, can use JobCentral to spider jobs from those state-operated web-based job banks.

a. Job seekers will be directed back to the state site when selecting a job that has been spidered from a state-operated web-based job bank.

5. To facilitate transfers, the following are the expected common fields for jobs that will be moving from state-sponsored website to JobCentral:

a. Common Job Fields

- i. Job Title
- ii. Unique Job ID
- iii. Job URL (allowing DirectEmployers to point job seekers directly back to the state display of that job)
- iv. How to apply (for states using DE-provided self-service systems)
- v. Employer Name
- vi. Industry code (NAICS)
- vii. Job Description (including, if stated, qualification requirements, duties, wages, benefits)
- viii. Job Location (City, State, Zip, Country)
- ix. Date Job was Acquired

b. Optional Common Job Fields

- i. Company size and description
- ii. Occupational code (SOC O\*NET ) Note: jobs without O\*NET codes are run through Autocoder software
- iii. Employer Type (Direct or Staffing)
- iv. Federal Contractor indicator (Y/N)

B. Free self-service websites: DirectEmployers will provide interested state workforce agencies that do not have state-sponsored website with a free self-service website. The website will have links to other state services that parallel the functionality of the current state sites provided by AJB. Unlike AJB which provided a state site for all states, JobCentral only will provide a site to those state workforce agencies that request it.

1. Self-Service websites will allow:

- a. employers to post and manage job orders; search resumes posted, and establish resume agents (like AJB talent scouts);
- b. job seekers to search for jobs, establish a job agent (like AJB job scouts), and post a resume;

2. Each state workforce agency will be able to customize portions of its free self-service site using its own

content. Each state workforce agency with a self-service website will have final approval of the content on its site.

3. Jobs and resumes on such sites will be automatically included on the national labor exchange site.
4. The JobCentral site and the self-service sites will provide bilingual (English/ Spanish) functionality. Jobs viewed on employers' sites cannot be translated.
5. Tools will be provided for the "home page" customization necessary for the self-service sites, including several templates where little additional work will be required. A DirectEmployers staff member, specifically assigned to assist in the use of these tools, will be available to the state workforce agency should assistance be required.
6. DirectEmployers will conduct an extended job search results process which will pull in job openings from Internet search engines, job aggregator sites, and other similar sites for state workforce agencies with hosted free self-service sites. This feature, which will allow state workforce agencies to avoid the expense of purchasing a separate job consolidation service, will be available even though it is not currently offered through AJB.
7. If self-service states want a job matching feature it will be developed and implemented before July 1, 2008. DirectEmployers will provide an O\*NET-based job matching tool for the self-service sites.
8. To facilitate transfers, the following are the expected common fields for jobs that will be moving from a state self-service site to JobCentral:

a. Common Job Fields

- i. Job Title
- ii. Unique Job ID
- iii. Job URL (allowing DirectEmployers to point job seekers directly back to the state display of that job)
- iv. How to apply (for states using DE-provided self-service systems)
- v. Employer Name
- vi. Industry code (NAICS)
- vii. Job Description (including, if stated, qualification requirements, duties, wages, benefits)
- viii. Job Location (City, State, Zip, Country)
- ix. Date Job was Acquired

b. Optional Common Job Fields

- i. Company size and description
- ii. Occupational code (SOC O\*NET ) Note: jobs without O\*NET codes are run through Autocoder software
- iii. Employer Type (Direct or Staffing)

- iv. Federal Contractor indicator (Y/N)

c. Common Resume Data

- i. Highest Education level
- ii. Has Certifications (Yes/No)
- iii. Has Professional Experience (Yes/No)
- iv. Willingness to Relocate
- v. Preferred Locations
- vi. US work Authorization
- vii. Includes Visa types necessary or obtained
- viii. Work Type Requested
- ix. Contact information
- x. Resume Title
- xi. Resume
- xii. Resume Builder available, but data is not fielded once resume is created
- xiii. Potential Start Date
- xiv. Resume ID number (from its home system)
- xv. Staffing Firms and/or Direct Employers
- xvi. Confidential (presumed)
- xvii. Is Veteran

C. Job Spidering: DirectEmployers will offer free spidering functionality to states hosting their own state-sponsored websites and states using self-service websites.

1. DirectEmployers spiders its member companies and other websites (with permission) to gather jobs using functionality in JobCentral. DirectEmployers will use the same JobCentral functionality to conduct free spidering on behalf of a state workforce agency where the state workforce agency has obtained permission to spider from an employer. DirectEmployers and NASWA, through the governance process, will establish parameters for this service in terms of size of employers to be spidered and priority for new spidering requests.
  - a. DirectEmployers will create a simple permission form that can be used by state workforce agency staff and include it within the state's own job bank or made part of the free self-service site.
  - b. Employers are offered a procedure to withdraw their permission to spider at any time.
2. Jobs collected through the spidering process will be added to the free self-service sites (if applicable) and the national labor exchange database. They also will be included within the nightly downloads. DirectEmployers will ensure that updates will occur at least once every evening of the week.
3. If the employer the state has requested to be spidered cannot be effectively spidered, DirectEmployers will arrange to upload their jobs to the appropriate site(s).

4. DirectEmployers will spider the following job data:
  - a. Job Title
  - b. Unique Job ID
  - c. Job URL (how to apply)
  - d. Employer Name
  - e. Industry identifiers
  - f. Company size
  - g. Job Description (including, if stated, qualification requirements, duties, wages, benefits)
  - h. Job Location (City, State, Zip, Country)
  - i. Date Job was Acquired
  - j. Employer Type (Direct or Staffing)
  - k. Occupational code

D. Data transfer interfaces: DirectEmployers will provide various interfaces for the transfer of data both from state workforce agencies to JobCentral and from JobCentral to the state workforce agencies. DirectEmployers will work with state workforce agencies to select the interface(s) that would result in the most efficient data transfer:

1. Interfaces may include bulk file uploads and downloads, APIs, and/or Web Services.
2. Depending on the task to be accomplished, interfaces may be scheduled or accessible in real time, and may be either available in multiple formats or a format specified in a XML Document Type Definition.

### **III. Transition Activities**

A. Administrative Functionality for Participating State Workforce Agencies:

1. DirectEmployers will work closely with NASWA and the participating states to ensure as little additional work as possible is required of the state workforce agencies to transition services to the national labor exchange.
2. DirectEmployers will assist state workforce agencies should they be interested in migrating job order information currently in AJB.
3. DirectEmployers will run the national labor exchange parallel to AJB for as long as possible.
4. Basic backend functionality will be provided to state workforce agencies as part of the self-service system, including review of registrations/postings, reporting of job and resume statistics, a report writer, etc.
5. Additional functionality may be agreed upon after discussion NASWA, DirectEmployers, and the participating state workforce agencies.

#### **IV. New System Functionality For Future Consideration And Implementation.**

A. The following additional system features will be explored by DirectEmployers, NASWA, and the participating state workforce agencies through the national labor exchange Operations Committee after implementation of the system and during the second contractual year:

1. A way for the JobCentral job search to be incorporated into state managed job and talent banks.
2. Ways that resumes may be shared between the sites.
3. Ways to allow state managed job and talent banks to include searches of the national resume database.
4. DirectEmployers will work with NASWA and the states with self-service sites to expand/alter the current JobCentral resume data to fit their needs, keeping in mind the experience of the job seeker.

## **Addendum B**

### **SERVICES PROVIDED BY AJB**

America's Job Bank performed the "interstate clearance" function for the US Department of Labor and did so in a way that allowed for direct customer access (business and job seeker) to the information. In performing that function it provided the following services to the states and the general public.

#### *State Services:*

- Allowed for a nightly upload of job orders that the state wanted to have available to the national audience through the [www.ajb.org](http://www.ajb.org), a state audience through the [www.ajb.org/stateinitial](http://www.ajb.org/stateinitial) site, and/or to neighboring states through a download file.
- Allowed for a nightly download of jobs to the state system (internal or Internet) that could include jobs posted by neighboring states and jobs posted by companies directly to America's Job Bank.
- Provided each state with a state logo Internet job bank ([www.ajb.org/stateinitial](http://www.ajb.org/stateinitial)) which allowed job seekers to search for jobs and post a resume and which allowed employers to post jobs and search for resumes. That type of site was available to all states and for a number of states it was their only Internet job/talent bank presence.
- At the state's option, AJB provided two services related to employers: 1) it reviewed the requests by employers to establish a registered account, and 2) it reviewed jobs for appropriateness when posted by the employers through the Internet site.
- Allowed for multi-state employers to have a single point of contact where jobs in any State could be posted through one interface (the AJB Public Interface or PI process).

#### *Services to Job Seekers and Employers:*

- Free search of job listings by job seekers nationwide through the main site and through any of the state initial sites. The search could be done with or without registration on the site.
- Free resume posting by registered job seekers through one of the state Initial sites. The resumes would be available to registered employers in any state. The job seeker had the option to make the resume confidential (searchable but contact information hidden), not searchable (but available for use in replying to job postings), or open to a search by employers with contact information available.
- Job scouts (saved searches) that would run periodically and send e-mails to the job seeker about new job openings.

- Free job posting for registered employers. The posting would be available to nationwide search.
- Free resume search for registered employers. Search would be of any resume posted to AJB nationwide.
- Talent scout (saved searches) that would run periodically and send e-mails to the employer about new job seekers.