



## **SPFA PCP LOGO USE POLICY AND LICENSE AGREEMENT**

This SPFA PCP Logo use policy and license agreement is intended to set forth the terms and conditions of SPFA (hereinafter “Alliance”) PCP participant usage of the SPFA PCP Logo depicted on this page. While SPFA Participants are encouraged to make proper use of the SPFA PCP Logo, such usage must be in strict compliance with this policy and license agreement.

The SPFA PCP Logo (hereinafter “Logo”) is intended for use only by those registered in and currently in good-standing with the SPFA PCP and have at least one employee who is SPFA PCP Certified. Any use by and for companies or individuals that are not current participants in good-standing with the Alliance is strictly prohibited. The permission of the Alliance to make use of the Logo pursuant to this limited license is extended only during the period that the member remains in good standing with the Alliance.



### **OWNERSHIP OF THE SPFA PCP LOGO**

SPFA PCP Participant use of the Logo pursuant to this policy and license constitutes an agreement and acknowledgement by the participant that the Logo is and shall at all times remain the sole and exclusive property of the Alliance. Participant use of the Logo shall constitute consideration for, agreement to, and acceptance of the terms and conditions of this use policy and limited license. Usage of the Logo by SPFA participants is permitted only in accordance with the terms and conditions of this limited, conditional and revocable license. Any violation of the terms and conditions of this policy and license agreement may result in the immediate termination or revocation of the Alliance’s license to use the Logo in addition to any other sanctions that may be reasonably imposed by the Alliance.



### **USE OF THE SPFA PCP LOGO**

Any presentation, depiction or use of the Logo, in SPFA PCP Participant print materials, online or in any other form or media, must appear in the same form as provided to the Participant and without any modification. The Logo shall at all times be used in a professional manner and shall not be used in a manner that, in the sole discretion of the Alliance: discredits the Alliance or damages its reputation and goodwill; is false and/or misleading; violates the rights of others; violates any law, regulation or other public policy; or mischaracterizes the relationship between the Alliance and the user, including but not limited to any use of the Logo that might reasonably be construed as an endorsement, approval, sponsorship or certification by the Alliance of the user's products or services.

Whenever and wherever used by an SPFA PCP Participant, the Logo must incorporate and display the "SM" designation indicating that the Logo is a recognized service mark of the Alliance. The typeface and graphic elements of the Logo may not be re-typeset, altered or modified in any way, and the colors must remain unchanged.

### **VERIFICATION OF PARTICIPATION**

It has been observed that on occasion the SPFA general logo appears online and in print use by non-member companies. Such improper use of both the SPFA general logo and the SPFA PCP Logo constitutes an affirmative misrepresentation that the non-member company using the logo is in fact participating in the PCP. Such improper use of the Logo constitutes a false and deception trade practice. The Alliance will undertake appropriate measures to protect its exclusive ownership interest in the Logo and to protect it from misuse and dilution by unauthorized third parties.

#### **→ LINKING OF LOGO TO SPFA WEBSITE**

In the case of your electronic distribution of the Logo, online, in electronic documents, etc., you may link the Logo back to the SPFA website so that viewers can more easily verify your participation (if your company is accredited). The SPFA website also has information which fully defines the SPFA Professional Certification Program (PCP).

### **IN THE EVENT OF SPFA PCP LAPSE OR TERMINATION FOR THE COMPANY LISTED HERE**

In the event your participation in the SPFA PCP is terminated or discontinued for any reason, any and all use of the Logo by that company shall immediately cease and the Alliance's license for such company use shall be immediately terminated. Continued use of the Logo beyond the period of time that a company's participation has been terminated or discontinued shall be construed as a knowing and intentional violation of the terms and conditions of this policy and license agreement, and the Alliance will undertake appropriate measures to enforce its protected intellectual property rights in the Logo. SPFA will use any means at its disposal, including legal options, to obtain and enforce a cease and desist order regarding the company's continued and unauthorized use of the Logo and to obtain monetary damages and reimbursement of legal fees where appropriate.



### **UNAUTHORIZED USE OF THE LOGO BY A NON-PARTICIPATING COMPANY**

Unauthorized Use of the Logo by a non-participating individual or company includes, but is not limited to, the following examples:

- ➔ A PCP participating company shares the logo with another brand or business unit within a larger parent company or partnership, resulting in the use of the Logo by a company that is not actually a participating in the SPFA PCP;
- ➔ Unprofessional use of the Logo;
- ➔ Use of the Logo by a company or individual that is **NOT** a participant in good standing with the PCP;
- ➔ Use that discredits or tarnishes the reputation or goodwill of the Alliance, SPFA PCP or its members;
- ➔ Use that is or could reasonably be interpreted to be false, deceptive or misleading in any way;
- ➔ Use that violates the rights and interests of others;
- ➔ Use that violates law, regulation or other public policy;
- ➔ Use that mischaracterizes or misrepresents the relationship between the Alliance, SPFA PCP and the user
- ➔ Use that implies or appears to represent that the Alliance or SPFA PCP endorses, approves or certifies the user's products or services

Acknowledgement of and agreement to the terms and conditions of this policy is a pre-condition to any use of the Logo by an SPFA PCP Participant. Please sign this form below acknowledging that you have read and understand the information provided, and return to SPFA by fax at 703.222.5816 or [admin@spfapcp.org](mailto:admin@spfapcp.org). Use of the Logo without a signed agreement to the terms and conditions of this Alliance policy and limited license is prohibited.

\_\_\_\_\_  
 Authorized signatory of the SPFA PCP  
Participant

Date: \_\_\_\_\_

\_\_\_\_\_  
 Company Name

\_\_\_\_\_  
 SPFA Authorized Signatory

Date: \_\_\_\_\_

Note: This document, as signed by the SPFA PCP Participant, remains in effect until such time that the conditions of the agreement change (which you would receive notification of), or the conditions of the company's participation change (non-renewal, etc.). This document does not need to be signed and submitted every year. It will be kept on file at SPFA HQ, 3927 Old Lee Hwy., #101B, Fairfax, VA 22030