



BICSI Logo and Indicia use for BICSI Credential Holders

1. Introduction

The BICSI logo and color pallet are important elements of the new BICSI image, and you are encouraged to use them to demonstrate your accomplishments and those of the Association. In order to enhance the value of your credential and to assure the integrity of the logos and the BICSI identity, it is necessary to restrict the circumstances under which the logo is used and when such use is granted, to establish requirements for that use.

The BICSI logo is the intellectual property of the Association and is considered to be a valuable asset of the Association. As such, it is protected by the trademark and copyright laws of the United States and other countries.

The terms medium and media in this agreement applies to communication collateral, marketing materials, correspondence, Web sites, vehicles, publications, or any similar branding or identity applications.

2. Credential Holder Logo Use

BICSI grants the right to use the Association logo and related indicia to active credential holders only, with the restrictions contained in this Agreement. An active credential holder is defined as being current in all CECs, fees and dues, having no past due accounts with BICSI, and having no current violations of the BICSI Code of Ethics. No other entities are granted expressed or implied permission for such use without prior written permission of BICSI.

3. Term of Use

The right to use the logo and associated indicia is granted by BICSI to the credential holder listed below for a term of three years. Renewal of this agreement will be granted to active credential holders in good standing provided that all other terms of the agreement have been met. This agreement is terminated and the right to use is automatically withdrawn if the credential in BICSI is terminated, not renewed, or otherwise ended by either party.

4. Change of Logo and Indicia

BICSI reserves the right to change the logo, color pallet, and related indicia from time to time to meet the needs of the market and the identity branding requirements of the Association. The credential holder agrees to honor such changes and to adopt the new logo and indicia within 90 days of the change, including making the required changes on all media. The credential holder may use existing stocks of media. At BICSI's discretion extensions will be granted for the transition.

5. Third Party Logos and Indicia

The credential holder agrees not to use the BICSI logo and indicia in any medium in conjunction with logos other than those of the credential holder without the expressed consent of BICSI.

6. Restrictions on Use

A. The logo may be used only on personal identity items such as letterhead and business cards. It may not be used on corporate communications or marketing items including, but not limited to, Web sites, brochures, and promotional materials.

B. The logo may not be used on any material or product intended for resale including but not limited to clothing, tools, equipment, and marketing materials.

C. The technical use requirements are available on the BICSI Web site or through the BICSI marketing and membership departments in various electronic formats. These requirements include the graphic elements, design, color pallet (Pantone), fonts, exclusion zones, background, and general use and may not be altered or modified in any manner whatsoever. Such modification will be considered to be a breach of this agreement.

D. The term BICSI, the logo, and other indicia will not be used by the credential holder in any manner that implies or suggests BICSI's approval or endorsement of the credential holder's goods or services or the goods and services of any third party.

E. The specific credential term of the credential holder (i.e., RCDD) must appear as indicated in the technical requirements on all uses of the logo by the credential holder. The credential holder is expressly forbidden from the use of the name BICSI in any stand-alone manner without the expressed consent of BICSI, which will be granted at the sole discretion of BICSI.

F. The credential holder's identity and full name must appear in all mediums in which the BICSI logo is used.

G. All use of the logos and indicia, including fonts, color pallets, and related graphic elements must be high quality in nature, professionally applied, and clearly legible.

7. Ownership of Logo and Indicia and Protection of Rights.

The credential holder agrees and understands that BICSI's grant of use in no manner implies loss of ownership or control of the logo and/or indicia and agrees not to contest such ownership and/or control.

8. Right of Inspection

BICSI reserves the right to inspect the medium on which the logo and indicia are used, and the credential holder agrees to provide such samples in a timely manner when so requested by BICSI.

9. Co-marketing and Joint Use

No credential holder shall extend the use of the logo to any other entity without the express written consent of BICSI. This includes, but is not limited to, joint ventures, partnerships, and co-marketing agreements.

10. Termination

In the event of termination of this agreement all right to use will immediately cease and the credential holder or former credential holder agrees to remove the logo and indicia from all mediums and to surrender or destroy all existing inventories of communication and marketing materials containing the logo and indicia.

11. Penalties

Breach of this agreement will result, at the discretion of BICSI, in termination of credential holder's credential and withdrawal of all rights and privileges associated with that credential holder's credential. BICSI agrees to notify the credential holder in writing of the breach and will grant a 30-day period for remedy. BICSI reserves the right to pursue remedies and compensation under the copyright and trademark laws of the United States and the individual states.

12. Severability, Non-Assignment, and Venue

In the event that any part of this agreement is found to be invalid the remainder shall still be valid and enforceable. This agreement may not be assigned by the credential holder to any other entity without the consent of BICSI. This agreement shall be governed by the laws of Florida, which shall be the sole jurisdiction for any disputes.