National Community Pharmacists Association, Logo Use Policy for Corporate Members

National Community Pharmacists Association (“NCPA”) grants corporate members of NCPA that are in good standing the non-exclusive right to use the following trademark (“Mark”) subject to the terms below (collective “License”):

For quality-control purposes, Corporate Members’ use of the Mark must conform to standards set by, and remain under the control of, NCPA. Corporate Members shall use the Mark only to indicate that they are NCPA members in good standing (i.e., as a collective membership mark), not either as a designation of origin or to mislead others as to the source or sponsorship of their goods/services.

Corporate Members must use the most current version of the Mark as shown in this policy, which may be updated from time to time, including to the extent the “TM,” “SM” or “®” symbol is shown. The Logo is made available to Corporate Members in camera-ready, printed form in color and/or in black and white (modified accordingly for electronic media). The Logo may not be revised or altered in any way, and must be displayed in the same form as produced by NCPA. The Logo is a two color, Pantone 7769C and Pantone 7754C. Due to technical considerations, NCPA may also allow Corporate Members to display the Logo in black, subject to approval by NCPA. The Logo may only be printed in its official color and, black. Corporate Members must provide NCPA with examples of their use of the Mark, immediately upon request. Corporate Members may not alter the Mark. Corporate Members who wish to use the Mark in a form or manner that is not granted in the License (e.g., as a designation of origin), or who wish to use any other trademark owned by NCPA, must obtain a separate written license from NCPA. NCPA Corporate members may use the corporate member logo, on their websites, and print advertising. Any other usage of corporate member logo is prohibited.

Corporate Members’ use of the Mark inures solely and permanently to the benefit of NCPA, its successors and assigns. Corporate Members may not (1) sublicense either the Mark, parts thereof, or confusingly similar marks; (2) challenge the License or NCPA’s use, rights, applications, registrations, or third-party licensing with respect to the Mark or parts thereof; (3) seek to register or claim rights in the Mark, parts thereof, or confusingly similar marks; (4) use marks that are parts of, or confusingly similar to, the Mark; (5) use the Mark in a way that, in NCPA’s view, either (a) violates the law, (b) tarnishes or disparages the positive image and goodwill of NCPA or the Mark, or (c) causes confusion, mistake, or deceives others into thinking that NCPA is the origin of, sponsors, endorses, certifies or otherwise approves of either Members (except with respect to their status as members) or Members’ goods, services, or commercial activities; or (6) sue or threaten to sue NCPA for contributory infringement regarding activity by other Corporate Members that use the Mark. Corporate Members that use the Mark automatically agree to release, defend, indemnify, and hold harmless the NCPA from
third-party claims regarding Corporate Members’ activities. This paragraph of the License survives termination of the License.

Corporate member logo may be used in company’s website and in print advertisements. It may not be used in email correspondence, faxes, and in any other form that may be interpreted or perceived as NCPA being a sponsor of the corporate member, or otherwise endorses, partners with, or is affiliated with the company.

As soon as Corporate Members are no longer in good standing with NCPA, the rights granted to Corporate Members under the License automatically terminate. NCPA may also terminate the rights under the License, or prohibit any particular use of the Mark by notice to Corporate Members at any time. Once the License terminates, Corporate Members must immediately and permanently stop using the Mark.