

# **Music for Life**

## **Letterhead and Logo Policy**

Music for Life (MFL) is a non-profit corporation and charitable institution. Its intellectual property (“IP”) is one of our most valuable assets and may only be used in a manner that furthers MFL’s mission. As set forth in MFL’s Intellectual Property Policy (“IP Policy”), it is the responsibility of all MFL employees, members, officers, directors, participants, resellers/distributors and others involved with the development, adoption, publication, use and/or distribution of MFL’s IP (collectively “Users”) to ensure MFL’s IP is used in accordance with its policies.

Among its intellectual property, MFL has registered certain trade and service marks, including “Music for Life,” “MFL” and the MFL logo (attachment A) (collectively referred to as the “Marks”). This Policy sets forth the terms and conditions for the appropriate and permitted uses of these Marks. Use of MFL’s Marks is expressly subject to and conditioned on the User’s acceptance of these terms. MFL may use its Marks (or grant others permission to use its Marks) in any way it sees fit.

### **1. MFL NAME.**

In official usage, MFL’s name shall be designated as: “Music for Life.”

### **2. OWNERSHIP OF THE MARKS.**

Users of MFL’s Marks agree and acknowledge that the Marks are the sole and exclusive property of MFL. Use of one or more of the Marks shall constitute consideration for, agreement to and acceptance of the following terms and conditions. Use of the Marks is permitted only pursuant to the terms and conditions of this limited and revocable license. Any failure by a User of the Marks to comply with the terms and conditions contained herein may result in the immediate revocation of this license, in addition to any other sanctions imposed by the MFL.

### **3. USE OF MFL’S MARKS.**

The Marks must be used in a professional manner, as set forth more specifically below. Notwithstanding the foregoing, the Marks may not be used in a manner that, in the sole discretion of the MFL: discredits MFL or tarnishes its reputation and goodwill; is false or misleading; violates the rights of others; violates any law, regulation or other public policy; or mischaracterizes the relationship between MFL and the User, including but not limited to any use of the Marks that might reasonably be construed as an endorsement, approval, sponsorship, or certification by MFL of the User, the User’s business or organization, or the User’s products or services, or that might be reasonably construed as support or encouragement to purchase or utilize the User’s products or services. MFL, in general, does not object if Users represent that their products or services are donated to or used by MFL so long as MFL’s Logo does not appear in connection with such representation and there is no suggestion MFL approves or agrees with the representation. MFL does not approve, certify or test products.

#### 4. USE OF CERTAIN LOGOS.

MFL permits, as set forth below, the use of its Logo “as is” and makes no warranties, representations or statements, express or implied, with respect to this Logo. The Logo may not be used to disparage MFL or its members. MFL will not be responsible for any loss or damages of any kind whatsoever sustained by any party, however caused, in regards to use of the Logo. Use of the MFL Logo is subject to and conditioned upon Users acceptance of this Policy. Users may scale/resize the Logo to suit their needs, but may not change color or design or alter the graphics in any way and may not combine with any other graphic. In every use, the integrity of the Logo must be preserved.

##### A. Linking to the MFL Internet Homepage.

(i) Users may, without written permission, use the Logo to denote an electronic link to the MFL website – [musicforlife.org](http://musicforlife.org) . Users are required to notify MFL by email of such use ([skip.chaples@gngnca.org](mailto:skip.chaples@gngnca.org)). Links from web sites that, in MFL’s sole discretion, could be construed as distasteful or offensive, obscene, defamatory, libelous, misleading, or which are being used for illegal purposes are not permitted.

(ii) Any link established must transfer the viewer directly to MFL’s website, to enable viewing of the site as posted by MFL, without the imposition of any frames, browser windows or third-party content.

(iii) Use of the Logos to link to any other page, other than its homepage, of MFL’s website without written notice to ([skip.chaples@gngnca.org](mailto:skip.chaples@gngnca.org)), and in conformity with MFL’s Website Link Policy, is strictly prohibited.

(iv) Use of the Logos, or linking to MFL’s website, is at the User’s sole risk and must comply with MFL’s Website Link Policy. MFL provides this access “as is” and disclaims any warranties, express or implied (including but not limited to the implied warranties of merchantability or fitness for a particular purpose).

##### B. To Denote Volunteering with MFL.

All volunteers in good standing with MFL may, without written permission, use the Logo on their website, business card or letterhead to denote their volunteering in MFL, provided the word “volunteer” appears with the Logo.

##### C. Use of Logos by Organizational Members.

(i) Organizational members (officers and board members) of MFL, in good standing, may – in addition to those uses set forth in (B) above - use the Logo on brochures, advertisements, exhibit displays, promotional documents and materials (collectively, "Materials"). Use of the Logo in general circulation newspapers, magazines or media requires prior written approval of MFL.

(ii) Such use by Organizational Members is solely to denote position within MFL, and the word “organizational member” must appear directly under the Logo.

(iii) Organizational members may provide an electronic link (using the Logo) from their website to MFL WebPages of which they are technical members. Any link established must transfer the viewer directly to the MFL website, to enable viewing of the site as posted by MFL, without the imposition of any frames, browser windows or third-party content.

(iv) Organizational Members utilizing the Logo as set forth in this sub-paragraph C agree, if requested by MFL, to provide MFL a sample of proposed Materials utilizing the Logo, prior to any use or distribution of the Materials.

(v) MFL may prohibit, in its sole discretion, any proposed use by Organizational members of its Logo on any Materials.

#### D. Use of Logos by the Media.

Accredited news media, upon request to MFL, may be permitted to use the Logo in articles and materials about MFL, its members, standards, services and mission, solely for the purposes of referring to MFL. MFL, in its sole discretion, may deny such use.

#### E. Co-Sponsored Events and Publications.

Events, seminars, publications, etc., which are co-sponsored by MFL, may use the Logo on their website and printed materials in conformity with the terms and conditions of this Policy. Any such materials or Logo use must be approved in advance by MFL.

#### F. Termination.

Upon notice by MFL, Users agree to immediately cease any and all further use of the Logo.

### **5. USE OF MFL LETTERHEAD AND TITLES.**

A. Organizational members of MFL must exercise care and good judgment in use of MFL letterheads, envelopes and official titles/designations.

B. MFL letterhead, envelopes and titles may only be used for MFL business and purposes, not for personal business.

C. A letter (including electronic communications such as e mail) written on MFL stationary or for official MFL purposes should not contain personal comments and/or opinions of the writer. If unavoidable, the letter must clearly distinguish personal comments and opinions from official positions of MFL based on the MFL Bylaws, Goals & Guidelines, and any other procedures or balloted actions of MFL units.

D. Organizational members must refrain from using official MFL titles when expressing personal views or comments.

### **6. MISCELLANEOUS.**

A. Use of MFL's Marks shall create no rights for Users in the Marks (including the Logo) or their use beyond the terms and conditions of the limited and revocable license set forth in this Policy. The Marks shall remain at all times the sole and exclusive intellectual property of MFL. MFL shall have the right, from time to time, to request samples of use of the Logo from which it may determine compliance with these terms and conditions. Without further notice, MFL reserves the right to prohibit use of the Marks/Logo if it determines, in its sole discretion, that a User's usage, whether willful or negligent, is not in strict compliance with this Policy, otherwise is not in the best interest of MFL, the User is not a MFL member in good standing or for any reason whatsoever.

B. MFL reserves the right to alter, amend or terminate this Policy at any time and without notice to the User. The User agrees to abide by any such changes or amendments.

C. Use of the Marks/Logos does not imply approval or endorsement by MFL of any individual, company, products or services.

D. The interpretation and enforcement of the terms and conditions herein, and any compliance therewith, shall be made by MFL in its sole discretion. Otherwise, this license is governed by and construed in accordance with the laws of the applicable state. Users agree to jurisdiction and venue in applicable state and federal courts. User agrees that any breach by it of the terms and conditions herein entitles MFL to an injunction (and possible damages) against the User.