

NABCEP ASSOCIATE MARK USE POLICY

A. Policy Purpose.




NABCEP Associate marks and credentials (NABCEP Associate Marks) recognize that authorized individuals have satisfied applicable credential requirements established by NABCEP. NABCEP Associate Marks represent a standard of knowledge in the field of renewable energy.

This Policy has been developed to assist NABCEP Associates in understanding the rules and requirements for use of the NABCEP Associate Marks, including proper use of the marks in professional and business materials. All NABCEP authorized individuals should review this Policy carefully to ensure that all uses of the appropriate marks conform to the Policy requirements.

B. NABCEP Associate Marks.

1. Mark Ownership.

The following NABCEP Associate Marks are owned and controlled by NABCEP:

	<p>NABCEP Photovoltaic Associate™</p> <p>NABCEP PV Associate™</p> <p>NABCEP PVA™</p>
	<p>NABCEP Certified Solar Heating Associate™</p> <p>NABCEP SHA™</p>
	<p>NABCEP Small Wind Associate™</p> <p>NABCEP SWA™</p>

NABCEP retains all trademark and other ownership rights concerning the NABCEP Associate Marks. NABCEP may create and use additional certification marks, as it deems appropriate.

2. Authorized Use of NABCEP Associate Marks.

NABCEP grants limited permission to use specific NABCEP Associate Marks to qualified individuals who satisfy all applicable NABCEP Associate credential requirements. Consistent with applicable law and corporate policies, NABCEP will ensure that the Associate Marks are displayed and otherwise used properly, as such use represents NABCEP credentials to the public.

3. Prohibited Use of NABCEP Associate Marks.

Permission by NABCEP to use a NABCEP Associate Mark does not include authorization to use any NABCEP Trademarks, Certification Marks, or any other NABCEP Marks.

4. Persons and Organizations Authorized to Use the NABCEP Associate Marks/ Credential Holder Responsibilities.

Use of the NABCEP Associate Marks is limited strictly to those individuals who are NABCEP Associate credential holders in good standing. Each NABCEP Associate is authorized to use only the NABCEP Associate Mark which represents the appropriate credential.

Each NABCEP Associate accepts and assumes sole responsibility for understanding and satisfying all applicable organizational and legal requirements related to the use and/or display of the NABCEP Associate Marks. Among other requirements, each NABCEP Associate is responsible for ensuring that the use of any NABCEP Associate Mark in professional and business-related materials (e.g., business cards, stationery and/or letterhead, email signatures, advertisements, brochures, Internet websites, or signs) is consistent with this Policy, and is not in conflict with applicable laws. NABCEP assumes no responsibility concerning the interpretation or application of such legal requirements.

NABCEP shall not be liable or otherwise responsible for any claims, complaints, suits, or damages whatsoever, relating to a NABCEP Associate's use or display of a NABCEP Associate Mark.

5. Non-Assignability and Non-Transferability of the NABCEP Associate Marks.

Permission to use the appropriate NABCEP Associate Mark is limited to the NABCEP Associate and may not be transferred to, assigned to, or otherwise used by, any other individual, organization, business, or entity.

6. Appearance and Proper Use of the NABCEP Associate Marks.

Each NABCEP Associate may use the appropriate NABCEP Associate Mark in professional and business-related materials, consistent with the following rules:



- a. Proper Use. Each individual NABCEP Associate must use the appropriate NABCEP Associate Mark only in conjunction with his/her name, and in connection with the services related to the credential. The NABCEP Associate Marks may not be positioned, displayed, or used in a manner which may lead the public to believe that a company or organization is certified or otherwise endorsed by NABCEP. The proper font for the NABCEP Associate's name and/or credential number is "Arial Bold," in a font size such that the text is proportional to, or slightly smaller than, the text in the design mark.
- b. Proper Appearance. The NABCEP Associate Marks must be associated solely with the credentialed individual, who is authorized to use the Mark(s). Additionally, a NABCEP Associate Mark should always be used in its entirety, and must always appear with the appropriate subscript/superscript "®" or "™" trademark symbol.

With respect to other affiliation marks and/or logos, the NABCEP Associate Mark may be

located near these other marks or logos, but must remain separate and distinct so as to avoid confusion concerning the source of the credential, and to avoid the appearance that other marks, certifications, credentials, designations, or organizations are associated with, or endorsed by, NABCEP.

- c. Examples of Proper Use and Appearance. Proper use and appearance of the NABCEP Associate Marks include, but are not limited to, the following examples.

➤ Proper Use Examples.

James Robinson NABCEP Photovoltaic Associate™	Jane Doe NABCEP Solar Heating Associate™
James Robinson NABCEP PV Associate™ #010101-01	Jane Doe NABCEP Solar Heating Associate™ #010101-01
James Robinson NABCEP PVA™	Jane Doe NABCEP SHA™ #010101-01
 Photovoltaic™ James Robinson #010101-01	 Solar Heating™ Jane Doe, #010101-01

Any questions concerning the proper use of NABCEP Associate Marks should be submitted to the NABCEP Executive Director.

7. Non-Interference with Use of the Marks by Other Credential Holders.

A NABCEP Associate may not prohibit, restrict, or otherwise limit the authorized and appropriate use of a NABCEP Associate Mark by another credential holder.

8. Violation Reporting Responsibilities.

Each NABCEP Associate has the responsibility to report the unauthorized use, misuse, or other violation of this Policy to NABCEP in a timely manner. This reporting responsibility includes any circumstance where the use of a NABCEP Associate Mark is related to an individual or organization that is not a NABCEP Associate, or where a NABCEP Associate Mark is used improperly by a NABCEP Associate.

9. Policy Violations and Related Matters.

NABCEP reserves, and may use, any and all remedies available under applicable laws and corporate policies to protect the NABCEP Associate Marks. Infringement or other misuse of any NABCEP Associate Mark will be challenged. NABCEP Associates are required to cooperate fully in the review and resolution of such matters.

Following receipt of information that an inappropriate or unauthorized use of a NABCEP Associate Mark may have occurred, NABCEP will determine if responsive action(s) will be taken in accordance with this Policy and applicable laws.

10. Disciplinary Actions Related to Mark Misuse By a NABCEP Associate or Applicant.

Following notice and a fair opportunity to respond, a NABCEP Associate or applicant who acts contrary to the terms of this Policy or applicable law, may be sanctioned under applicable NABCEP policies.

In addition, the NABCEP Executive Director or his/her designee may refer cases of NABCEP Associate mark misuse, infringement, or other similar matters to appropriate agencies and other organizations, or may initiate appropriate legal action.

11. Policy Violation Actions Concerning Third Parties.

Following receipt of information that an inappropriate or unauthorized use of the NABCEP Associate Mark(s) by a third party individual, organization, or company may have occurred, NABCEP will determine if responsive action(s) will be taken consistent with NABCEP policies and applicable laws.