



Canadian Association of Radon Scientists and Technologists
Association Canadienne des Scientifiques et Technologues de Radon

CARST & C-NRPP – Logo Use Policy

1. PURPOSE

(a) The purpose of this Policy is:

- (i) to protect CARST's intellectual property, including its official logo, registered and unregistered trade-marks, and copyright in any of those marks, by licensing and regulating the use of its intellectual property and providing guidelines for the approved use and reproduction of such intellectual property; and
- (ii) to protect the integrity and reliability of CARST's logo and C-NRPP's programs by limiting the use of logos to CARST Members and C-NRPP Professionals in good standing.

2. DEFINITIONS

(a) In this Policy, the following terms have the following meaning:

- (i) "CARST" means the Canadian Association of Radon Scientists and Technologists.
- (ii) "CARST Logo" means the logo or logos depicted at Schedule "A", and any variations.
- (iii) "C-NRPP" means the Canadian National Radon Proficiency Program.
- (iv) "C-NRPP Logo" means the logo or logos depicted at Schedule "B", and any variations.
- (v) "C-NRPP Professional" means a C-NRPP Certified Radon Professional.
- (vi) "C-NRPP Approved" means a device has been reviewed by C-NRPP in accordance with the C-NRPP Device Review Manual.
- (vii) "C-NRPP Recommended" means a device has been reviewed by C-NRPP in accordance with the C-NRPP Device Review Manual.
- (viii) "in Good Standing" means that the CARST member or C-NRPP Professional has an active membership and/or certification, is not suspended or expelled, and is not in arrears for any outstanding money owed.
- (ix) "Licensee" means a Member and/or C-NRPP Professional granted a licence under this agreement.
- (x) "Licensor" means CARST and/or the C-NRPP.
- (xi) "Logos" means the CARST Logo and the C-NRPP Logo.
- (xii) "Member" means an individual or entity that is a member of CARST but does not include members in the Researcher/Student membership class.
- (xiii) "Policy" means the present policy, its schedules and amendments.



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3. GRANT OF LICENCE

- (a) CARST hereby grants a non-exclusive, non-transferable, non-sublicensable licence to use the CARST Logo to Members in Good Standing, under the terms and conditions specified in this Policy.
- (b) C-NRPP hereby grants a non-exclusive, non-transferable, non-sublicensable licence to use the C-NRPP Logo to C-NRPP Professionals, under the terms and conditions specified in this Policy.
- (c) C-NRPP Logo cannot be used in such a way that it implies that a C-NRPP certification applies to a person (non-certified person) other than the certified professional
- (d) Use of the Logos must be in accordance with the terms of this Policy including use on a Licensee's website, vehicle, correspondence, business cards, stationery and clothing, in print, television and online banner advertisements, and on social media.
- (e) Licensees must abide by the standards of quality of service prescribed by the Licensor from time to time and must display a notice on any advertising depicting the Logos indicating that the Logos are owned by the Licensor and are used under licence.
- (f) Licensees acknowledge that the use of the Logos does not create in them any right, title or interest in the Logos. Licensees will not do or permit any action or thing that would in any way impair the rights of the Licensor in and to the Logos and will not represent that they have any ownership interest in the Logos.
- (g) No licence is granted for any other purpose other than assisting a Member to publicize membership in CARST or assisting a C-NRPP Professional to publicize C-NRPP certification.
- (h) Licensees must obtain an original electronic image of the Logo directly from CARST or C-NRPP, as applicable. Downloading or copying a Logo from any other source is not permitted and renders the use unauthorized and prohibited. (Contact CARST/C-NRPP for logos or complete the online logo use form provided when you obtain your certification).
- (i) Each Licensee must comply with any written directions and notices issued by the Licensor concerning the depiction of the Logos or the quality of the artwork. The Logos may not be altered in any way from the original, including alterations to style, layout, appearance, proportions, colours, typeface or combination of typefaces.
- (j) No Logo may be used to create a false or misleading impression about the Licensor or their programs and services.
- (k) Any online use of the Logos can only link to the member's website or to the CARST website (www.carst.ca). A third-party website cannot be used.

4. TERM

- (a) The term of the licence granted in subsection 3(a) commences on the same date on which membership commences and continues only for the duration of such membership, including renewals. The licence to use the CARST Logo is automatically terminated:
 - (i) immediately when the Member is expelled or membership is cancelled, or
 - (ii) 30 days after the Member fails to renew the membership,



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whichever is earlier.

- (b) The term of the licence granted in subsection 3(b) commences on the same date on which C-NRPP approves certification and continues only for the duration that such certification remains valid. The licence to use the CARST Logo is automatically and immediately terminated upon suspension or revocation of certification.

5. ENFORCEMENT & PENALTY FOR BREACH OF POLICY

- (a) Upon termination of a Licensee's licence to use either of the Logos for any reason, all such use must immediately cease and all material bearing the Logos must be destroyed.
- (b) Where satisfied that a Licensee is in breach of this Policy, CARST or C-NRPP may direct one or more of the following penalties:
 - (i) Direction to correct deficiency within a specified period.
 - (ii) Direction to cease use of the CARST Logo or C-NRPP Logo.
 - (iii) A monetary fine of up to \$1,000.00 per occurrence.
- (c) The Lessor reserves the right to pursue legal remedies to enforce this Policy and to remedy any breach of this Policy.
- (d) All notices under this Policy will be sent by email to the most recent email address provided by the Licensee to the Lessor. Notices will be considered received on the business day after they are sent. The Licensee must ensure the Lessor has the Licensee's current email address at all times. Any change to the Licensee's email address must be promptly communicated to the Lessor. The Lessor is not responsible for notice delivery failures due to outdated or incorrect email information provided by the Licensee.

