



Trademark Use And Royalty Policy

For purposes of this Policy, "Trademarks" refers to all names, marks, brands, logos, designs, trade dress, slogans and other designations that the Illinois High School Association (IHSA) uses in connection with its publications and merchandise, including, without limitation, : "America's Original March Madness®", "Add A Tude™", "Bean A. Tude®", "Cager®", "Digger®", "Happening"™ (Basketball), "IHSA®", "IHSA Hitting Derby™", "IHSA Spring Spectacular™", Illinois High School Association®, "March Madness®", "March Madness Experience®", "Pack the Place™", "Que Bee®", "Spike City™", "Sport A Winning Attitude . . . Sportsmanship", "Sportsmanship Starts with an Attitude®"(collectively, the "Trademarks"). The Trademarks are protected under the laws of the United States and the State of Illinois for the benefit of the IHSA and its member schools.

1. Non-Exclusive License for IHSA Member Schools.

By virtue of membership in the IHSA, each member school is granted a non-exclusive, non-transferable license to use the IHSA Trademarks on programs, publications and event merchandise in connection with IHSA State Series Events subject to the terms and conditions of this Policy. "State Series Events" means all contests, games, meets or other event conducted by or under the auspices of the IHSA, IHSA Regionals, Sectionals, Super-Sectionals but specifically excludes IHSA State final champion events (the "State Final Events"). No member school may authorize any other individual or entity to use any IHSA name, servicemark, trademark or logo without the prior written approval of IHSA. No member school or outside vendor may use the IHSA Trademarks in connection with any publication or merchandise for sale or distribution at or around any IHSA State Final Events. All such rights are expressly retained by the IHSA for its benefit and the benefit of its duly authorized State Finals Event licensed vendor. Additionally, only the IHSA designated and licensed State Final Vendor will be permitted to be on the premises of IHSA State Final Events and to sell IHSA State Final Products.

2. Trademark Use Guidelines.

(a) No Co-Branding. IHSA member schools and outside vendors may not remove or alter any IHSA Trademarks, or co-brand their own products or material with IHSA trademarks, without IHSA's prior written consent. IHSA member schools and outside vendors also agree not to incorporate any IHSA trademarks into their respective trademarks, service marks, company names, Internet addresses, domain names, or any other similar designations, for use on or in connection with computer or Internet-related products, services or technologies.

(b) Proper use of IHSA Trademarks is important. IHSA member schools and outside vendors may use IHSA Trademarks to refer to IHSA approved event merchandise and publications in promotional materials, provided that they each follow these guidelines:

i) Include the trademark symbol. The IHSA Trademarks must always be printed in capital letters with the appropriate™ or® symbol prominently displayed.

ii) Identify the Trademark Owner. In printed materials, the ownership of the trademark should be indicated on the same page as the trademark appears to the extent feasible. For example, when using the trademark "Bean A. Tude®", somewhere on the page should appear the phrase, "Bean A. Tude® is a trademark of the Illinois High School Association." In larger publications, instead of indicating the ownership each time that you use a trademarked term is used, it would be acceptable to include the following phrase in a prominent location

in the publication: "America's Original March Madness®", "Add A Tude™", "Bean A. Tude®", "Cager®", "Digger®", "Happening"™ (Basketball), "IHSA®", "IHSA Hitting Derby™", "IHSA Spring Spectacular™", Illinois High School Association®, "March Madness®", "March Madness Experience®", "Pack the Place™", "Que Bee®", "Spike City™", "Sport A Winning Attitude . . . Sportsmanship", "Sportsmanship Starts with an Attitude®", are all trademarks owned or licensed by the Illinois High School Association in the United States."

iii) Include IHSA Trademark in State Series Events. The IHSA's name and trademarks shall be included on all printed programs, other printed materials and merchandise created for, sold and/or distributed in connection with any IHSA State Series Event.

iv) Use IHSA Trademarks only on Authorized Publications and Merchandise. The Trademarks above may only be used on the publications and merchandise as designated by IHSA. Do not use an IHSA trademark as a generic term, or with respect to the sale of merchandise not authorized by the IHSA. Member schools and other IHSA licensed vendors are prohibited from producing State Final Merchandise/Publications.

v) Set Trademarks Apart from Nouns they Modify. Please follow every IHSA trademark with an appropriate noun consisting of the IHSA product or service that is branded with the mark. IHSA trademarks are adjectives and may not be used as nouns, or alone as a shorthand way of identifying a product or service. The IHSA trademark should be used as an adjective describing a product or service of IHSA.

vi) Use Trademarks Properly. Please use IHSA trademarks as they are designed and intended. Since a trademark is not a noun, it must never be used in possessive or plural forms, and should never be used as a verb or a pun.

3. Use of the IHSA Logo(s):

(a) State Series: (Required) Any time an IHSA member school hosts an IHSA State Series Event, the contemporary IHSA logo must be conspicuously displayed on the cover of any program and/or used on any heat sheet, bracket sheet, lineup sheet or other writing produced for the State Series Event. Each time a member school hosts a State Series Event, the contemporary IHSA logo must be included on any merchandise and otherwise produced in conjunction with the State Series Event.

(b) Regular Season (Not Required): At the option of each member school, the contemporary IHSA logo may be incorporated into regular season programs, lineup sheets, and any merchandise. It is not required to be used. In the event the member school chooses to include the logo, the member school is obligated to pay to the IHSA royalties in accordance with the IHSA Trademark Use and Royalty Policy.

(c) Artwork for logo reproductions. Member schools and outside vendors that desire to reproduce any Trademarks must contact the IHSA to obtain a print quality copy of the particular Trademark or other like work of art and it will reproduce without modification, unless expressly agreed to in writing by IHSA, only that print quality copy and not any other copy of the particular Trademark obtained from any other source, including, but not limited to, IHSA's website or other publications

4. Special Limitations on Use of IHSA Trademarks. The use of the following marks is subject to special restrictions and limitations indicated below:

(a) **“March Madness®” Mark** The current “March Madness®” mark is required to be used on the front cover of all IHSA boys and girls basketball series programs (all levels), and the “America’s Original March Madness®” logo must also be included on the cover, or elsewhere in the program. Neither of these marks may be used on any piece of merchandise or otherwise unless specifically authorized and contracted for in writing with the IHSA.

(b) **“March Madness Experience™” Mark** The “March Madness Experience™” mark cannot be used by any member school, licensed vendor and/or other person(s), organization(s) or business venture on any piece of merchandise or otherwise unless specifically authorized and contracted for in writing with the IHSA.

(c) **“Add A. Tude™” Mark** The “Add A. Tude™” mark cannot be used by any member school, licensed vendor and/or other person(s), organization(s) or business venture on any piece of merchandise or otherwise unless specifically authorized and contracted for in writing with the IHSA.

(d) **Special Event Marks** The “IHSA Spring Spectacular™”, “IHSA Hitting Derby™”, “Happening™”, and other special event marks cannot be used by any member school, licensed vendor and/or other person(s), organization(s) or business venture on any piece of merchandise or otherwise unless specifically authorized and contracted for in writing with the IHSA.

5. General Provisions

(a) **Outside Vendors.** It shall be the responsibility of the member school(s) to refer outside vendors wishing to become licensed to the IHSA Office. The IHSA Office shall prepare and distribute to member schools a listing of such licensed vendors on a regular basis. If a member school enters into a publishing agreement with an outside vendor, such vendor shall be licensed by IHSA.

(b) **Enforcement of Policy.** The enforcement of this Policy shall be the responsibility of each member school in conjunction with the IHSA administrative staff. The collection of the revenue required pursuant to this policy shall be the responsibility of the IHSA administrative staff via the member school or outside vendor, depending upon who is responsible for arranging for the actual printing, ordering, production or distribution of any printed material or merchandise for an event. Forms for the accounting of all royalties due will be provided by the IHSA and must be used by the member school or outside vendor. All contracts or agreements with a vendor, manufacturer, supplier or distributor of printed material and merchandise shall incorporate this Policy (as may be revised from time to time without notice, except that the policy in effect when any contract is signed will apply to that contract only) and include a requirement that a full accounting of revenues and expenses be made available to IHSA. All contracts and agreements shall be for the benefit of the member school, tournament event host and IHSA whether or not named in any contract or agreement. The IHSA may enforce this Policy for itself and on behalf of any member school or tournament event host as IHSA may elect.

(c) **Section of Host Schools.** Selection of a school to host a particular State Series Event shall be conditioned, in part, upon such school’s agreement to comply with and enforce the IHSA Trademark Use and Royalty Policy stated herein. Failure to enforce the IHSA Trademark Use and Royalty Policy by any member school may disqualify such member school from eligibility to host any and all future state series event(s). This Policy is subject to modifications as deemed

necessary by IHSA which modifications will be binding on all host schools.

6. Royalty Payments -State Series Events Printed Material.

(a) **Publications.** A royalty five percent (5%) of the gross advertising sales in connection with printed materials will be due or owing to IHSA for any member school or outside vendor’s use of the IHSA name or any IHSA Trademarks on any item sold or distributed by a member school or outside vendor at or in connection with any IHSA activity during the regular sports season when any IHSA trademarks, servicemarks or logos are used.

(b) All royalty payments contemplated hereby shall be made to the IHSA and shall be forwarded to the IHSA or its designate within thirty (30) days after the date of each event or before June 30, whichever comes first.

(c) The publisher of any printed program or other printed material containing advertisements of any type distributed or sold in connection with any IHSA State Series Event shall pay to the IHSA a royalty of five percent (5%) of the collected gross advertising revenue. This obligation applies to both member schools or outside vendors who produce programs, heat sheets, bracket sheets, scorecards, etc., and either contract for the sale of ads or have personnel representing the member school sell the ads.

(d) Member schools may contract with outside vendors for the preparation, production and/or distribution of a program, heat sheets, bracket sheets, scorecards, or other printed material in connection with any state series event hosted by such school. Any contract with an outside vendor shall:

i) be entered into with an outside vendor only from among those licensed by IHSA;

ii) require payment by the outside vendor of a royalty equal to five percent (5%) of gross advertising sales to IHSA within thirty (30) days of the date of the event or before June 30, whichever comes first;

iii) establish terms of the business arrangement between the member school and outside vendor which are separate and in addition to the requirements of the IHSA Trademark Use and Royalty Policy.

(e) No royalty shall be owed where, in connection with a State Series Event, a member school prepares and distributes programs or other printed materials containing no ads, with or without the involvement of any outside vendor.

(f) **Collection Procedure:** Outside vendors licensed by IHSA shall make payment(s) for royalty pieces produced directly to the IHSA Office. Member schools shall be responsible to make royalty payment for the printed piece(s) produced by the member school at the same time the school submits all financial reports to the IHSA Office for the respective state series event hosted.

7. Royalty Payments- State Series Events Event Merchandise

(a) **Merchandise.** A royalty eight percent (8%) of the gross revenue in connection with the first sale of each item of merchandise will be due or owing to IHSA for any use by a member school or outside vendor of the IHSA name or any IHSA Trademarks. The royalty shall be paid to the IHSA by either the hosting member school or outside vendor, whichever is responsible for the first sale of each item, as follows:

i) *Wholesale to Member School* - Amount charged by outside vendor to member school for the finished merchandise item, which includes any and all required IHSA official marks and the state series event design in the artwork, and which will be sold by the member school.

ii) *Outside Vendor Retail* - Amount charged by outside vendor to customers for the finished merchandise item, which includes any and all required IHSA official marks and the State Series Event design in the artwork, sold by the outside vendor at the state series event site. Said merchandise may be produced in advance by the outside vendor and brought to the site or may be produced individually on site.

iii) *Member School Created* - Amount paid by the member school to vendor(s) for the raw unfinished merchandise item, and any printing, etc. of any and all required IHSA official marks and the state series event design in the artwork for the item.

(b) Member schools may contract with outside vendors for the manufacture, designing, screening, printing, and/or distribution of merchandise and otherwise in connection with state series events, other than state final events, hosted by such member school. Any contract with an outside vendor shall:

i) be entered into with an outside vendor only from among those licensed by IHSA;

ii) require payment by the outside vendor of eight percent (8%) of the applicable price of first sale to IHSA within thirty (30) calendar days from the date of the event or before June 30, whichever comes first;

iii) establish terms of the business arrangement between the member school and outside vendor which are separate and in addition to the requirements of the IHSA Trademark Use and Royalty Policy.

(c) The royalty fee shall not apply to merchandise used by the host school for floor, bench and/or other official(s).

(d) The royalty fee shall not apply to the application of lettering or numerals to merchandise items for all levels of competition below the state final level.

(e) *Royalty Collection Procedure*: Outside vendors licensed by IHSA shall make payment(s) for royalty pieces produced directly to the IHSA Office. Member schools shall be responsible to make royalty payment for merchandise produced for the event at the same time the school submits all financial reports to the IHSA Office for the respective state series event hosted.

(f) Unless otherwise agreed, any contracts between a member school or tournament event host and an outside vendor for programs or merchandise in any state tournament series or state final event shall be subject to the approval of the IHSA prior to the effective date of such contract, and each such contract shall contain as a mandatory provision a requirement that a full accounting of revenues arising from the preparation or sale of printed programs, printed materials or other merchandise be provided to the member school as agent for the IHSA within thirty (30) days of the State Series Event or before June 30, whichever comes first. No contingent or multi-year contract shall be entered into for tournament series events.

Trademark Use And Royalty Policy

Illustrations And Applications

1) What Are Royalty Fees?

a) An amount paid by the user of registered marks and/or copyrights to the owner of the mark or copyright. In music, a fee is paid by a singer, a band, etc. to the holder of the copyright to the song, arrangement, etc. every time the piece is used (played, recorded, etc.). In speech, a fee is paid for the use of the school play. In sports, a fee is paid to a team and/or league by vendors who obtain permission to use the official logo of the team and/or league on items produced by the vendor. Such items include game programs, yearbooks, souvenirs, and apparel among others.

2) Use of the IHSA Logo(s):

Q. If a member school and/or its boosters create a t-shirt (or other apparel) to be sold or given to fans from the school as an item which exclusively promotes and encourages school support and/or school spirit as the school participates in a given state series, must that apparel contain the IHSA logo or other protected marks?

A. No.

3) Q. If a member school and/or its boosters create a t-shirt (or other apparel) to be sold or given to fans from the school as an item which exclusively promotes and encourages school support and/or school spirit as the school participates in a given state series, and the IHSA logo or other protected mark is used on the item, is royalty due under the terms of the IHSA Trademark Use and Royalty Policy?

A. Yes. The price of first sale royalty fee must be paid according to the criteria in the IHSA Trademark Use and Royalty Policy.

4) Q. May a member school and/or its boosters create an item of apparel to be sold for promotion of school support and/or school spirit, void of any IHSA official mark, and sell it at school, at other schools, or elsewhere?

A. Yes, provided it is not sold exclusively in conjunction with an IHSA state series. Use of an IHSA official mark would not be required.

5) Q. May a member school create an item to boost school spirit or support school team participation, void of any IHSA official mark, and sell it to fans from the school at the site of a state series single contest or tournament/meet which the school, itself, hosts?

A. Yes, provided the item is designed specifically and exclusively for that school itself. No royalty fee is due unless an IHSA official mark appears on the item.

6) Q. May a member school hosting a state series single contest or tournament/meet, create, sell or distribute in any other manner the same (or any other) item as in No. 3 above for the other school(s) involved in the event it is hosting?

A. Yes, but only in compliance with the provisions of the Trademark Use and Royalty Policy regarding state series events. That means that the use of the IHSA official marks and payment of royalty fees is required.

- 7) Q. May a member school use such terms as “regional champs”, “sectional winner”, “on to state”, “state champion”, etc. on t-shirts or other apparel it may create for sale or other distribution to fans to promote school support and/or boost school spirit?
- A. Yes, provided only “generic” terms, without inclusion of any IHSA marks, are used. IHSA is a registered term and an official mark. State champion is a generic term.

8) Required Contracts

The person designated as Tournament Manager by each member school for each IHSA state series event being hosted by the member school is the person responsible for entering into agreements regarding the IHSA Trademark Use and Royalty Policy. Two (2) different agreements are involved. They are:

a) Each member school can (and should) enter into agreements with outside vendors licensed by IHSA to produce programs with ads, and/or various other merchandise items. Such agreements become a business arrangement between the outside vendor and the host school separate from the terms of the IHSA Trademark Use and Royalty Policy. Such agreements should be in writing and may apply to both regular season events conducted by the member school and any state series event(s) hosted by the school. Be sure that such agreements are entered into only with licensed outside vendors.

b) Licensed vendors are prohibited from producing State Final Programs and Merchandise/Products. Only the contracted IHSA State Final Merchandise Company shall have the right to produce State Final Programs and Merchandise/Products.

c) Vendor License Agreement is between the IHSA and an outside vendor. The Tournament Manager must require each different outside vendor doing business with the member school, where the IHSA Trademark Use and Royalty Policy applies, to produce for verification a valid license for the current school year. This must be done before entering into an agreement/contract for the item(s) being produced for the state series event being hosted by the member school. The valid license makes the outside vendor liable to the IHSA Office for compliance with the IHSA Trademark Use and Royalty Policy.

9) Print Policy Applications

a) If a member school contracts with an outside vendor licensed by IHSA to sell ads in a program provided to the host school, the licensed outside vendor is responsible to pay the royalty fee directly to the IHSA Office, plus any fees due to the host school included in the separate business agreement. If a member school does not use an outside vendor, but sells ads and produces its own program, it is responsible to pay the royalty fee directly to the IHSA Office.

For example, a company specializing in program production strikes a deal with the Tournament Manager to produce a program and give the Tournament Manager certain financial consideration. The company sells \$5,000 worth of ads to businesses and people in the

host school community and in the communities sending teams to the state series event. The deal is that the company sells ads in the program and keeps that money, while it provides the programs free to the host school and agrees to give the tournament manager \$200. The outside vendor is liable for five percent (5%) of the collected gross advertising revenue (approximately \$250) as royalty fee payable to the IHSA Office. In addition, the outside vendor pays the tournament manager the \$200 because it is part of a separate agreement between the outside vendor and the tournament manager. In addition, the tournament manager may sell the program and retain all of that revenue.

b) If an advertiser does not make payment to either the licensed vendor which produced a program or the member school which produced the program, must the producer of the program remit the appropriate royalty fee for any such unpaid ad(s) to the IHSA Office. No, if the approval is requested in writing by the vendor/school prior to sixty (60) days following the event and granted by the IHSA Office. Each request will be considered on an individual basis per site program. Yes, otherwise.

11) Merchandise Policy Applications

a) If a member school contracts with a licensed outside vendor to produce merchandise, the licensed vendor is responsible to pay the royalty fee directly to the IHSA Office, plus any fees due to the host school included in the separate business agreement. If a member school does not use an outside vendor, but produces and sells its own merchandise, it is responsible to pay the royalty fee directly to the IHSA Office.

For Example, a t-shirt maker produces 100 shirts for a regional and sells them to the host school for \$5.00 each. The outside vendor is liable to the IHSA Office for eight percent (8%) of the price of first sale (100 shirts x \$5.00 x .08%). In addition, the host school retains the difference between the wholesale price it paid for the shirts and the gross sales revenue for the number of shirts it sells at retail.

b) May a licensed vendor sell wholesale to a vendor who is not a member school hosting the state series event? Yes, but the royalty fee to be paid to the IHSA Office by the licensed vendor producing the merchandise shall be computed at the Outside Vendor Retail rate, and not the Wholesale to Member School rate.

12) Who Collects Royalty Fees?

a) All licensed outside vendors pay fees directly to the IHSA Office, and local managers need only to inform the IHSA Office on the regular state series financial report form the name of the company and contact person with whom the member school entered into business agreements in areas covered by the IHSA Trademark Use and Royalty Policy.

b) If a member school produces its own printed pieces with ads, and/or event merchandise, the member school pays fees directly to the IHSA Office and reports on the regular state series financial report form.