

## **National Restaurant Association Educational Foundation (NRAEF) Copyright / Trademark Usage Request Form as Processed by the National Restaurant Association Solutions, LLC (NRA Solutions)**

**Please read this request form carefully and complete all appropriate sections.**

Incomplete or illegible requests will not be processed, as well as requests which are not accompanied by a mock-up or copy of the tangible piece on which they are requesting to display the trademark of logo. Such requests will be returned to the requestor until all necessary information has been received. Please allow **15 business days** for standard processing.

### **All Requests**

- Complete Section One.
- Make a copy of the completed, signed application for your records.
- Return the completed application along with any required documentation to NRA Solutions for its approval as the authorized licensee of certain intellectual property owned by NRAEF.

National Restaurant Association Solutions  
175 West Jackson Boulevard, Suite 1500  
Chicago, IL 60604-2814  
Phone 312.715.1010, ext. 6708  
Fax 312.566.9729  
permissions@restaurant.org

### **Trademark/Logo Requests**

- Requestors who want to copy, display, or otherwise use any of NRAEF's trademarks or logos must complete and sign Section Two.
- Such requestors must also send a copy or mock-up of the tangible piece on which they are requesting to display the trademark or logo.

### **Copyrighted Materials Requests**

- Applicants who want to reproduce, adapt, or otherwise use any of NRAEF's copyrighted works, such as text or images, must complete and sign Section Three.

By completing, signing, and submitting this form to NRA Solutions, the requesting party agrees that if permission is granted by NRA Solutions (which permission must be in writing in order to be effective, and which is at NRA Solutions' discretion), the requesting party will comply with all of the applicable terms and conditions set forth below.

**Section One: Requestor Information (please print clearly)**

*This Section One must be completed by all requesting parties.*

Date of request: \_\_\_\_\_

Name of requesting party (entity or individual): \_\_\_\_\_

Name of authorized representative submitting this request: \_\_\_\_\_

Title of authorized representative: \_\_\_\_\_

Type of business: \_\_\_\_\_

Address: \_\_\_\_\_

City, State, Zip/Postal code: \_\_\_\_\_

Telephone number: \_\_\_\_\_

Fax number: \_\_\_\_\_

Email address: \_\_\_\_\_

Instructor Number (if applicable): \_\_\_\_\_

NRA Solutions or NRAEF sponsoring organization? \_\_\_\_\_

**Section Two: Request for Limited Use of Trademark or Logo**

*Please complete Section Two if you want to copy, display or otherwise use any of NRAEF's trademarks, service marks or logos (collectively, "NRAEF Marks").*

Name and description of the NRAEF Mark you are requesting to use, or attach a copy of the NRAEF Mark you wish to use (hereafter, the "Licensed Mark"): \_\_\_\_\_

Preferred Format:  jpg  gif  eps  pdf

Manner in which you are requesting to use the Licensed Mark: \_\_\_\_\_

If you are requesting to use the Licensed Mark on a Web site, the address of that Web site: \_\_\_\_\_

Your intended audience for viewing the Licensed Mark (for example, whether your use of the Licensed Mark will be seen by seminar attendees, members of a particular association, Web site visitors, etc.): \_\_\_\_\_

Exact start date of the requested Licensed Mark use. (Permission granted for one year only.) \_\_\_\_\_

Additional comments: \_\_\_\_\_

**Terms and Conditions for Use of Licensed Mark**

1. Immediately upon any use of the Licensed Mark as allowed herein, you will submit to NRA Solutions one (1) copy or mock-up of the tangible piece on which you are requesting to display the Licensed Mark.
2. You will comply with all usage and quality control specifications provided to you by NRA Solutions at any time, including updated specifications sent to you from time to time. You will use the Licensed Mark only as permitted hereunder.
3. NRA Solutions reserves the right to revoke at any time any permission it has granted to you in the event your use of the Licensed Mark does not conform with these terms and conditions, including all usage and quality control specifications provided to you, or if your use of the Licensed Mark in any way detracts from the goodwill of the Licensed Mark. Such revocation will be effective immediately upon your receipt of written notice from NRA Solutions.
4. NRA Solutions reserves the right to deny this and all requests to use any NRAEF Mark, for any or no reason.
5. You agree and acknowledge that NRAEF owns all right, title, and interest in and to the Licensed Mark, and that no title to the Licensed Mark or ownership of any related intellectual property rights is transferred from NRAEF to you hereunder.
6. You agree and acknowledge that all rights accruing through use by you of the Licensed Mark will inure to the benefit of NRAEF. You agree to assist and cooperate with NRAEF and/or NRA Solutions in the perfection and/or enforcement of those rights.
7. Any permission granted to you is for the Licensed Mark only.
8. You will not copy, display, or otherwise use the Licensed Mark without identifying it as the exclusive property of NRAEF and will place the following sentence, in a type and size reasonably designed to be legible to all viewers, directly next to or below the Licensed Mark: "(Trademark) is a [registered] trademark of the National Restaurant Association Educational Foundation, used under license." In addition, you will mark the initial use of each Licensed Mark in any materials distributed by you with an ® (for registered trademarks), ™ (for unregistered trademarks), or ℠ (for unregistered service marks), as applicable. Any copying, display, or other use of the Licensed Mark without this attribution, or in any way which implies that you or any other party is the owner of the Licensed Mark, will be considered a breach of these terms and conditions.
9. Any permission granted to you is based on information you have provided on this form, and will be null and void if that information is false or incomplete. Such permission will be valid only through the end date. You will cease all copying, display, and other use of the Licensed Mark on that end date. Any copying, display, or other use of the Licensed Mark after that end date will be considered a violation of NRAEF's intellectual property rights and these terms and conditions.
10. You agree that any violation of NRAEF's intellectual property rights or the terms and conditions hereunder will cause great harm to NRAEF or NRA Solutions and that, in addition to monetary damages, NRAEF or NRA Solutions may seek injunctive relief to address such harm.
11. This agreement will be governed by the laws of the State of Illinois. Any suit relating to this agreement will be brought only in Cook County, Illinois. You consent to the exclusive jurisdiction and venue of the courts located in Chicago, Cook County, Illinois, and you consent to service of process from Illinois.

Signature of authorized representative: \_\_\_\_\_

Date: \_\_\_\_\_

### Section Three: Copyrighted Works

Please complete Section Three if you would like to reproduce, adapt, or otherwise use any of NRAEF's content, images or other copyrighted works ("NRAEF Works").

Name of NRAEF Work you would like to use, or attach a copy of the NRAEF Work you would like to use (hereafter the "Licensed Work"): \_\_\_\_\_

Source of the Licensed Work (publication or product title, page, section, or exhibit #): \_\_\_\_\_

Your intended audience for the Licensed Work (for example, whether your copies or distribution of the Licensed Work will be seen by seminar attendees, members of an association, Web site visitors, etc.): \_\_\_\_\_

Your intended use for the Licensed Work: \_\_\_\_\_

Medium in which Licensed Work will be reproduced: \_\_\_\_\_

If you are requesting to use the Licensed Work on a Web site, the address of that Web site: \_\_\_\_\_

Number of copies requesting to reproduce (if unknown, please estimate): \_\_\_\_\_

Projected date of publication/usage: \_\_\_\_\_

Will this product be sold? \_\_\_\_\_

If YES, please estimate price: \_\_\_\_\_

Additional comments: \_\_\_\_\_

#### **Terms and Conditions for Use of Licensed Work**

1. You will comply with all usage and quality control specifications provided to you by NRA Solutions at any time, including updated specifications sent to you from time to time. You will use the Licensed Work only as permitted hereunder.
2. NRA Solutions reserves the right to revoke at any time any permission it has granted to you in the event your use of the Licensed Work does not conform with these terms and conditions, including all usage and quality control specifications provided to you, or if your use of the Licensed Work in any way detracts from the goodwill of the Licensed Work. Such revocation will be effective immediately upon your receipt of written notice from NRA Solutions.
3. NRA Solutions reserves the right to deny this and all requests to use any NRAEF Work for any or no reason.
4. You agree and acknowledge that NRAEF owns all right, title, and interest in and to the Licensed Work, and that no title to the Licensed Work or ownership of any related intellectual property rights is transferred from NRAEF to you hereunder.
5. Any permission granted pursuant to this form is for the Licensed Work only.
6. You will not reproduce, adapt, or otherwise use the Licensed Work without identifying it as the exclusive property of NRAEF and will place the following sentence, in a type and size reasonably designed to be legible to all viewers, on all copies of any materials in which the

Licensed Work is reproduced: © (Year of creation or most recent revision) National Restaurant Association Educational Foundation. All rights reserved. Any reproduction, adaptation, or other use of the Licensed Work without this attribution, or in any way which implies that you or any other party is the owner of the Licensed Work, will be considered a breach of these terms and conditions.

7. Any permission granted to you is based on information you have provided on this form, and will be null and void if that information is false or incomplete.
8. You agree that any violation of NRAEF's intellectual property rights or the terms and conditions hereunder will cause great harm to NRAEF or NRA Solutions and that, in addition to monetary damages, NRAEF or NRA Solutions may seek injunctive relief to address such harm.
9. This agreement will be governed by the laws of the State of Illinois. Any suit relating to this agreement will be brought only in Cook County, Illinois. You consent to exclusive jurisdiction and venue of the courts located in Chicago, Cook County, Illinois and you consent to service of process from Illinois.

Signature of authorized representative: \_\_\_\_\_

Date: \_\_\_\_\_