

**Rensselaer Polytechnic Institute
Trademarks Usage Procedures**

TABLE OF CONTENTS

PROCEDURES GOVERNING THE USE OF THE RENSSELAER NAME AND TRADEMARKS.....	1
Summary	1
1. NAMES AND MARKS: SUMMARY OF PHILOSOPHY	1
2. POLICY ASSUMPTIONS DERIVED FROM RENSSELAER'S INTELLECTUAL PROPERTY POLICY	1
a. Ownership.....	1
b. Written Permission Required	2
c. Appropriate Use	2
(1) Appropriateness	2
(2) Quality Standards	2
(3) Prohibited Uses.....	2
d. Approval for Use.....	3
e. Guidelines for Faculty and Staff	3
f. Guidelines for Students and Alumni.....	4
g. Registration of Internet Domain Names.....	4
h. Registration of Trademarks	4
3. LICENSING PROGRAM.....	4
a. License Program.....	4
b. Sellers' Responsibility	5
c. Design Review	5
d. Artwork.....	5
e. Fees	5
f. Give-Away Items.....	5
g. Items for Internal Use.....	5
4. TRADEMARK USE POLICY	5
TRADEMARK USE POLICY OF RENSSELAER POLYTECHNIC INSTITUTE	6
A. Use of Rensselaer Trademarks.....	6
a. Trademark Notices	6
b. No Use of Identical or Similar Trademarks; No Combination Marks	6

c.	<i>Goodwill</i>	6
d.	<i>Submission of Uses of Rensselaer Trademarks</i>	6
e.	<i>No Sponsorship</i>	7
f.	<i>Notification of Infringement</i>	7
g.	<i>Quality Control and Review</i>	7
B.	<i>Negation of Warranties</i>	8
C.	<i>Termination</i>	8
D.	<i>Construction</i>	8
5.	RELATED POLICY	8
6.	FURTHER INFORMATION REGARDING NAME AND TRADEMARK PROCEDURES	8
a.	Approval Questions	8
b.	Trademark Licensing Program	9
	APPENDIX A – RENSSELAER’S REGISTERED MARKS	10

Rensselaer Polytechnic Institute

Procedures Governing the Use of the Rensselaer Name and Trademarks

The purpose of this manual is to memorialize procedures for the appropriate use of Rensselaer's names and marks. This manual complements and implements the Rensselaer Intellectual Property Policy. It applies to all instances of use of Rensselaer's names and marks.

Summary Rensselaer registered marks, as well as other names, seals, logos and other symbols and marks that are representative of Rensselaer, are the intellectual property of Rensselaer and may be used solely with permission of Rensselaer Polytechnic Institute. Goods offered for sale to the public bearing Rensselaer's name or marks generally must be licensed, unless otherwise authorized in accordance with this manual.

1. NAMES AND MARKS: SUMMARY OF PHILOSOPHY

As the nation's oldest technological university, Rensselaer Polytechnic Institute is internationally known for excellence in teaching, learning, engineering, science, research, design and similar activities. The Rensselaer name and its associated seals, marks and symbols (collectively, "name and marks") symbolize the high caliber of the Institute's faculty and students and convey the quality and breadth of the Institute's accomplishments. Rensselaer's name and marks are valuable assets of the Institute. Faculty, students and staff share in the benefits associated with the Institute's name and marks, and therefore also share responsibilities concerning their use. The Institute is required by law to itself protect its name and marks actively from improper or misleading use by individuals or organizations not associated with the Institute. If it does not, the Institute risks losing valuable rights. Therefore, it must ensure that use of the name and marks by faculty, students, alumni, staff, Rensselaer programs and others is appropriate. The following processes are designed to indicate that the activity or product with which the name and marks are being used has the necessary approval for use of the name and marks and reflects appropriately on Rensselaer's reputation.

2. POLICY ASSUMPTIONS DERIVED FROM RENSSELAER'S INTELLECTUAL PROPERTY POLICY (January 1, 2007 Edition)

a. Ownership — All of Rensselaer's registered marks, as well as other names, logos, seals and other symbols that are representative of the Institute or its entities, whether or not registered, are the marks and property of the Institute. A number of the Institute's marks are registered with the United States Patent and Trademark Office. These include, but may not be limited to, the marks listed on **Appendix A** of this manual.

This manual does not purport to contain a complete list of trademarks or other intellectual property owned by Rensselaer. It does not include Rensselaer's many common law trademarks or "center" names in the United States. It also does not list

Rensselaer's common law trademarks, trademark applications and registrations outside the United States. The absence of a name or mark from this manual does not constitute a waiver of any intellectual property rights that Rensselaer has in any of its names or marks.

b. Written Permission Required — Except as otherwise described in this manual, Rensselaer's names and marks may be used solely with the written permission of persons obtaining specific authorization from the Office of the General Counsel of the Institute. Use of the Rensselaer name and marks in a manner that implies endorsement of programs, products or services of any entity not directly associated with, or licensed in writing by the Institute is prohibited. At the discretion of the Office of the General Counsel, registered marks should be shown with the symbol ®, designating their status as federally-registered trademarks, and unregistered service marks and trademarks should be shown with the designation "SM" when used in connection with services, or the designation "TM" when used in connection with the sale of goods. Where the use of such symbols is not so required, use of the Rensselaer name and marks shall, whenever feasible, be accompanied by a legend on any publication, and at the bottom of any Web page that bears any Rensselaer name or mark, substantially as follows: "[INSERT MARK(S)] are registered trademark(s) of Rensselaer Polytechnic Institute, used with permission."

c. Appropriate Use — The names and marks covered by this manual may be used only in connection with Rensselaer-sponsored or Rensselaer-sanctioned activities or materials. Rensselaer faculty, students, staff and volunteers are expected to ensure that use of the Rensselaer name and marks meets the following criteria:

(1) Appropriateness — Use of the Rensselaer name and marks in association with an event, program, project, publication or product implies some form of involvement of the Institute. Involvement by individual faculty, students, alumni or staff is not a sufficient basis for indicating Institute sponsorship or endorsement. The activity must be one in which the Institute has an institutional role.

(2) Quality Standards — Rensselaer's name and marks may be used only in connection with activities that Rensselaer, in its sole discretion, determines meet its high standards and are consistent with the Institute's educational, research, athletic and related purposes.

(3) Prohibited Uses

(a) In keeping with its legally-protected status as a tax exempt non-profit educational institution, Rensselaer may not permit its name and marks to be used in connection with partisan political activities.

(b) Individual faculty, students, alumni or staff may not use Rensselaer's name and marks in association with any commercial activity or outside venture without written permission of a person authorized by Rensselaer.

d. Approval for Use — Responsibilities for monitoring the use of Rensselaer's name and marks have been delegated as follows:

- To the General Counsel for **business activities** of Rensselaer or by **vendors** (including promotional use) and for use **in film, video, print and electronic media**, including the Institute's Web pages.
- To the Provost for use in connection with **educational and research activities**, other than courseware and related materials developed for teaching at Rensselaer.
- To the Executive Director of the Office of Intellectual Property, Technology Transfer and New Ventures for certain names and marks that are used solely in connection with the **commercialization of Institute intellectual property** under licenses administered by the Office of Technology Commercialization.
- To the Athletic Director in connection with Institute **interscholastic and intramural athletic activities**.
- To the Managing Director of the RPI Bookstore in connection with **products sold at the Bookstore** and its Web site.

The Office of the General Counsel is responsible for protection, including the registration and enforcement, of Rensselaer's name and marks.

e. Guidelines for Faculty and Staff — In teaching, research and other academic activities of the Institute, Rensselaer's name and marks may be used, subject to the normal review processes established within schools, departments, centers and programs. This manual is not intended to limit use of the Rensselaer name for legitimate purposes that fall within the normal scope of Institute activities. When a faculty or staff member is involved in activities *not directly associated with Rensselaer*, however, (e.g., independent consulting, other business activities, publications, etc.), use of Rensselaer's name and marks is limited to identification of the individual by his or her affiliation (e.g., Jane Doe, Professor of Biochemistry, Rensselaer Polytechnic Institute). Faculty and staff should take care to identify their opinions as not reflecting those of the Institute. The Rensselaer name and marks may not be used for purposes other than in direct relation to teaching, learning and research at Rensselaer without written approval from the designated office described above under "Approval for Use." Faculty members and others engaged in activities involving business relationships with third parties may contact the Office of the General Counsel for information and assistance on name use issues. For questions concerning courseware and related materials, contact the Office of the General Counsel.

Examples of permissible use include:

- "John Smith, Professor of Engineering at Rensselaer Polytechnic Institute," on a book jacket
- "Rensselaer Conference on Nanotechnology," when approved by the cognizant Dean or Department Chair and operated as an Institute special event.

Examples requiring written approval and/or a license from the Institute:

- Use of a Rensselaer name or mark on any product that will be sold commercially, such as Rensselaer sweatshirts.
- Use of a Rensselaer name or mark in the title of a book, such as “The Rensselaer Polytechnic Institute Guide to Lighting Design.”
- Use of the Rensselaer name in a course that will be marketed or otherwise used outside the Institute, either by an Institute official or by a third party, such as “The Rensselaer Executive MBA Seminar Series.”
- Use of a Rensselaer name or mark as part of the name of any outside business or other activity, such as “RPI Research Associates, Inc.”

f. Guidelines for Students and Alumni — Student and alumni groups that have official Rensselaer Student Union or Rensselaer Alumni Association recognition, and are registered as such, may use the Rensselaer name in association with their Institute-sanctioned activities. Recognized student groups producing merchandise for sale that incorporates Rensselaer’s name or marks must comply with licensing and other procedures of the Institute that are maintained by the Office of the General Counsel. Students may use the name of a school, department or other Rensselaer program outside the Institute (other than on a resume or the like) only with approval of the appropriate academic officer (dean, department chair, center director, etc.)

g. Registration of Internet Domain Names — Domain name registrations incorporating the words “Rensselaer Polytechnic Institute,” “Rensselaer Polytechnic,” “RPI” or the name of an Institute center are the property of Rensselaer Polytechnic Institute and must be registered as such. No faculty, staff, alumnus, other volunteer or student may register a domain name that incorporates the words “Rensselaer Polytechnic Institute,” “Rensselaer Polytechnic,” “RPI” or the name of an Institute “center” except in accordance with the policies described above concerning use of the Rensselaer name and marks.

h. Registration of Trademarks — In keeping with its institutional responsibility for trademark protection, the Office of the General Counsel, and (for marks to be used solely in connection with the commercialization of Institute intellectual property) the Office of Technology Commercialization working with the Office of the General Counsel, are responsible for trademark registration. Faculty, alumni, other volunteers, staff or students seeking to register trademarks in association with Institute activities must do so by contacting the Office of the General Counsel. Trademarks registered in connection with any programs, products or services of Rensselaer Polytechnic Institute, its schools, departments, centers, alumni or related activities, are owned by Rensselaer Polytechnic Institute and are monitored by the Office of the General Counsel.

3. LICENSING PROGRAM

a. License Program — The Office of the General Counsel oversees the Institute’s trademark licensing program. Any items offered for sale to the public bearing the Rensselaer name or marks must be licensed by the Institute. There are no exceptions. For information on the licensing program, contact the Office of the General Counsel at (518) 276-6211.

b. Sellers' Responsibility — Institute departments, centers, student or alumni groups, or entities having academic or business relationships with the Institute, or faculty/staff/students/alumni organizations selling items bearing any Rensselaer names or marks for fundraising or other purposes must acquire such items from a licensed supplier or be licensed themselves if they are self-producing the items or using a non-licensed supplier.

c. Design Review — The Office of the General Counsel reviews the specifications for products bearing Rensselaer names and marks and the design incorporating the names and marks prior to licensing.

d. Artwork — Camera-ready artwork of the Rensselaer names and marks is generally provided as part of the License Agreement.

e. Fees — A percentage of the wholesale value of items sold is charged by Rensselaer as a trademark licensing royalty fee. Net proceeds from the licensing program are designated for undergraduate student support, including financial aid and other purposes. Contact the Office of the General Counsel for royalty rate information.

f. Give-Away Items — Use of Rensselaer names or marks on items not sold to the public (such as giveaway items or for charity events) requires permission from Rensselaer and may be subject to a use fee. Contact the Office of the General Counsel for further information.

g. Items for Internal Use — Items acquired by an Institute department, school, center or student or other group solely for internal Institute use generally do not require a license. Please check with the Office of the General Counsel to determine if a license is required for a specific project.

4. TRADEMARK USE POLICY [note: APPLICABLE TO LICENSEES ONLY]

Rensselaer Polytechnic Institute has a long-standing Trademark Use Policy that is provided to licensees of certain designations comprising designs, trademarks, and service marks, including, without limitation, the designations "RENSELAER," "RENSELAER POLYTECHNIC INSTITUTE," "RPI" and other designs, seals, and symbols that have come to be associated with Rensselaer (the "Rensselaer Trademarks"). This Trademark Use Policy sets forth the requirements for use of the Rensselaer Trademarks. Use of the Rensselaer Trademarks is permitted only pursuant to a written agreement with Rensselaer that includes a license to the Rensselaer Trademarks and only as permitted by such written agreement. The Trademark Use Policy sets forth requirements in addition to those set forth in any such written agreement. All name and trademark license agreements must be approved by an Institute officer with delegated authority.

TRADEMARK USE POLICY OF RENSSELAER POLYTECHNIC INSTITUTE

A. Use of Rensselaer Trademarks

a. Trademark Notices — The Rensselaer Trademarks may be used only in the form and manner and with appropriate legends as prescribed from time to time by Rensselaer. Upon request, each licensee shall cause to appear with each use of the Rensselaer Trademarks by means of a tag, label, imprint or other appropriate device or mechanism, such copyright, trademark or service mark notices as Rensselaer may from time to time, upon reasonable notice, designate. Upon request by Rensselaer, each licensee shall cause all products bearing the Rensselaer Marks to bear an “Official Licensed Product” label in a form and manner that Rensselaer may from time to time, upon reasonable notice, designate.

b. No Use of Identical or Similar Trademarks; No Combination Marks — The Rensselaer Trademarks may not be used with any other trademark or in combination with any of the other Rensselaer Trademarks without the prior written approval of Rensselaer. No licensee shall alter, modify, obscure, obliterate, dilute or otherwise misuse the Rensselaer Trademarks.

c. Goodwill — Rensselaer is the sole owner of the goodwill associated with the Rensselaer Trademarks. Licensees shall acknowledge this ownership and the value associated with the Rensselaer Trademarks. Licensees shall not apply anywhere in the world for trademark registration or otherwise seek to obtain ownership of any Rensselaer Trademarks or Internet domain names that contain any Rensselaer Trademarks, nor act in any manner or contribute in any way to actions or activities that would adversely affect the value of the goodwill associated with the Rensselaer Trademarks.

d. Submission of Uses of Rensselaer Trademarks — Each licensee shall submit, at the licensee’s expense, samples of proposed uses of the Rensselaer Trademarks prior to any particular use of a Rensselaer Trademark or other distribution to the public. Rensselaer shall have the right to object to any use within ten (10) business days of its receipt of a sample if Rensselaer in its sole discretion reasonably believes that such use of the Rensselaer Trademark will damage the goodwill of the Rensselaer Trademark, or if the samples do not meet the requirements of this Trademark Use Policy or the written agreement between Rensselaer and the licensee relating to such Rensselaer Trademark. No licensee shall use a Rensselaer Trademark until such particular use has been approved in writing by Rensselaer.

Licensee shall submit to Rensselaer for approval samples of all tags, labels, packaging, computer images, Web pages and the like to be used

in connection with any licensed product(s). Licensee shall remove therefrom or add thereto any element Rensselaer may designate from time to time, upon reasonable notice. Licensee shall submit to Rensselaer copies of any advertisements or promotional materials containing licensed Rensselaer Trademark(s) for Rensselaer's approval prior to any use thereof, and remove therefrom either any reference to licensed Rensselaer Trademark(s) or any element that Rensselaer may from time to time designate, upon reasonable notice.

e. No Sponsorship — No licensee may state or imply, either directly or indirectly, that the licensee's activities, other than those permitted by written agreement, are supported, endorsed or sponsored by Rensselaer. Upon the direction of Rensselaer, a licensee shall issue express disclaimers to that effect.

f. Notification of Infringement — Each licensee shall promptly inform Rensselaer of any suspected infringement of any Rensselaer Trademark by a third party. Rensselaer shall have the sole right and discretion to enforce the Rensselaer Trademarks, unless written agreements provide otherwise.

g. Quality Control and Review — The Rensselaer Trademarks may be used with, and applied only to those goods, services and other materials permitted by the written agreement and only for so long as such products, services and other materials meet Rensselaer's high standard of quality consistent with the level of quality reflected in Rensselaer's own products and services. By means of example and not limitation:

(a) The Rensselaer Trademarks may not be used on, or in connection with any material that is pornographic or otherwise objectionable in light of Rensselaer's reputation for quality educational, research and design products and services.

(b) The Rensselaer Trademarks may not be used on, or in connection with any material that libels or defames Rensselaer or any other person or entity.

(c) The Rensselaer Trademarks may not be used on, or in connection with any material that violates any state, federal or foreign law or regulation.

(d) As a condition to the license grants, in connection with the manufacture, production, and sale of licensed products and components thereof, the licensee may not use any manufacturer that does not at all times comply with applicable laws, including, without limitation, labor laws, wage and hour laws, environmental laws, discrimination laws and laws relating to a safe workplace. The licensee, and its contractors and agents shall adhere at all times to the following guidelines: (i) their workers can be no less than 15 years of age and not younger than the compulsory age to be in school; (ii) they may not utilize prison or forced labor in contractual relationships in the manufacturing

and finishing of licensed products or their components; (iii) they may not use corporal punishment or other forms of mental or physical coercion; (iv) they must comply with local legal limits on work hours and not exceed them except for appropriately compensated overtime; (v) they must utilize less than sixty-hour workweeks, and allow all employees at least one day off in seven; (vi) they must provide wages and benefits that comply with applicable law and match the prevailing local manufacturing or finishing industry practices; and (vii) they must provide workers with a safe and healthy work environment.

B. Negation of Warranties — Nothing in this Trademark Use Policy shall be construed as a representation or warranty by Rensselaer (i) as to the validity or scope of the Rensselaer Trademarks in any jurisdiction, or (ii) that anything made, used, sold or otherwise disposed of under any license granted to the Rensselaer Trademarks is or will be free from infringement of trademarks, copyrights and other rights of third parties.

C. Termination — Rensselaer may terminate any written agreement granting a license to the Rensselaer Trademarks by 90 days prior written notice to the licensee (unless some other period of time has been designated in writing by the person specifically designated in Section 1 (d)). If a licensee is in default in royalty payments or providing reports, is in breach of any provision of this Trademark Policy or the licensee's written agreement, or provides any materially false report, Rensselaer may terminate such licensee's license to use the Rensselaer Trademarks if licensee fails to remedy such default, breach or false report within 30 days after receipt of written notice from Rensselaer.

Any cause of action or claim of Rensselaer that accrued or will accrue as the result of any breach or default by a terminated licensee and a terminated licensee's obligation to pay accrued or accruable royalties shall survive any such termination.

D. Construction — This Trademark Use Policy shall be read in conjunction with any written agreement between Rensselaer and a licensee; provided that in the event of any conflict between a provision of this Trademark Use Policy and such written agreement, the express provision set forth in the written agreement shall prevail.

5. RELATED POLICY

The following policy includes related information:

The Rensselaer Intellectual Property Policy (Effective January 1, 2007), available at http://www.rpotechnology.com/files/ip_policy.pdf.

6. FURTHER INFORMATION REGARDING NAME AND TRADEMARK PROCEDURES

a. Approval Questions — Questions concerning the proper office to approve use of Rensselaer's name and marks may be directed to the Office of the General

Counsel. Questions concerning registration of trademarks or Internet domain names incorporating the words “Rensselaer Polytechnic Institute,” “Rensselaer Polytechnic” or “RPI” may be directed to the Office of the General Counsel. For information regarding the use of the Rensselaer name and marks on courseware distributed by videotape or other media, contact the Office of the General Counsel.

b. Trademark Licensing Program — Further information on the use of the registration symbols in conjunction with the registered marks, the use of the names and marks on clothing and other merchandise, license application forms, and sample license agreements may be obtained from the Office of the General Counsel at (518) 276-6211.

Rensselaer Polytechnic Institute is grateful for the cooperation of the Stanford University Office of General Counsel in the preparation of these procedures.

APPENDIX A
RENSELAER'S REGISTERED MARKS
(as of January 2013)

	Mark	Design
1.	DAYSWITCH	Words Only
2.	EMPAC	Words Only
3.	EMPAC RENSSLAER EXPERIMENTAL MEDIA & PERFORMING ARTS CENTER (& design)	
4.	ENGINEERS	Words Only
5.	ENGINEERS (& design)	
6.	EVE EMERGING VENTURES ECOSYSTEM	Words Only
7.	EXPERIMENTAL MEDIA AND PERFORMING ARTS CENTER (<i>principal application pending</i>)	Words Only
8.	Field House Design	
9.	LIGHTING RESEARCH CENTER	Words Only
10.	MOLECULARIUM	Words Only
11.	NANOSPACE (<i>application pending</i>)	Words Only
12.	RENSSLAER	Words Only
13.	RENSSLAER (stylized)	Rensselaer
14.	RENSSLAER (& design)	
15.	RENSSLAER (flag design)	
16.	RENSSLAER POLYTECHNIC INSTITUTE	Words Only
17.	RENSSLAER POLYTECHNIC INSTITUTE (Seal)	
18.	RPI	Words Only
19.	RPI (& design) (<i>application pending</i>)	

20.	RPI (bullet design)	
21.	RPI (bullet design)	
22.	RPI (Puckman design)	
23.	RPI NERD LAB (THE) (<i>application pending</i>)	Words Only
24.	SCATTERED PHOTON EXTRACTION	Words Only
25.	SPE	Words Only
26.	UNAFOLD (<i>application pending</i>)	Words Only
27.	WHY NOT CHANGE THE WORLD?	Words Only