

# Do's and Don'ts to be in compliance with Incredible Years® Copyright, Trademark, Brand Law\*

\*This is intended to be a helpful guide – for full regulations see Brand License Agreement

## DO

- Attend an Incredible Years® Certified/Accredited training (or make sure someone within your agency has done so).
- Read and sign the Incredible Years® Brand License Agreement, then send it back to the Incredible Years®. (See contacts below.)
- Read the Terms and Conditions that are posted on the Incredible Years® website ([www.incredibleyears.com](http://www.incredibleyears.com)) for further clarification regarding copyright works that are available for your use.
- Include registered trademark symbol “®” with all registered trademarks: The Incredible Years®, Parenting Pyramid®, Teaching Pyramid®, and Attentive Parenting®.
- Use the Incredible Years® approved logo on your website or marketing materials for individual services:
  - Include the Copyright disclaimer somewhere visible on the page.
  - Include your company name on any materials where the Incredible Years® brand is used.
  - Make sure the Incredible Years® logo is *smaller* than your company logo.
  - Make it clear that your company is independent from The Incredible Years®.
- Ask us before using the brand, trademark, or copyrighted works in any way other than what is specified in the brand agreement.
- CONTACT US with your questions or concerns!
  - E-mail: [incredibleyears@incredibleyears.com](mailto:incredibleyears@incredibleyears.com)
  - Phone: (206)-285-7565

## DON'T

- Use the Incredible Years® brand on your company letterhead stationery, forms or other documents, or to identify/describe any product besides Incredible Years® products.
- Use the Incredible Years® brand in any way that suggests your agency is an affiliate or owned by the Incredible Years®.  
*For example:*
  - In business name, domain name, product/service name, trade dress, design, slogan, etc.
  - Imitation of brand design in your company's logos or brands is not allowed as this may cause confusion between your company and The Incredible Years®.
  - You may not combine the brand with any other images, words, photos, etc.
- Resize or alter the brand/logo in any way.
- “Scrape” images from the Incredible Years® website: you may only use approved images and must contact the Incredible Years® office prior to use.
- Edit or alter any of the materials found on the Incredible Years® website in any way:
  - With the exception of measures and forms that are intended to be filled out, you may not make any changes to the copyrighted works available on the website. You may make copies of handouts for groups, and you may make copies of administrative information. You may not alter the appearance, remove copyright information, or make any changes to content whatsoever without expressed approval from the Incredible Years®.





INCREDIBLE YEARS, INC.

**BRAND LICENSE AGREEMENT**

**ARTICLE I. Introduction**

These guidelines are an integral part of The Incredible Years, Inc. (hereinafter "Licensor") Brand License Program (hereinafter "License") The term "Licensee" does not mean that there is any partnership, agency, affiliation or other relationship between an authorized licensee ("Licensee" or "YOU") and Licensor other than the licensing arrangement set forth herein. In all cases, Licensee and Licensor are independent contractors to each other.

Candidates for the license grants described herein must have members who have successfully completed The Incredible Years® training programs. A Licensee is granted a revocable license to use The Incredible Years® or any associated trademarks, service marks or trade dress (collectively the "Brand") for the purpose of letting potential clients know that such candidates have been given permission by Licensor to use the Brand.

The following guidelines explain how the Brand for Licensor may be used.

**The Brand includes without limitation the USPTO registered trademarks: The Incredible Years®, Parenting Pyramid®, Teaching Pyramid® and Attentive Parenting®; the Washington State trade name "The Incredible Years"; and common law analogs or derivatives similar in sight, sound or meaning.**

**ARTICLE II. Usage Guidelines**

YOU must enter into this License before using any Brand. The Brand may be used only to indicate that YOUR organization has members who have received authorized training from Licensor. If at any time, YOUR organization no longer has any trained members, YOU must immediately discontinue use of the Brand.

**ARTICLE III. Using the Brand**

1. YOU are prohibited from any unlawful conduct or other wrongful acts or omissions in using the Brand and YOU at all times must maintain the goodwill of the Brand and other brands.
2. YOU may use the Brand solely on YOUR Web site or in marketing materials for individual services but YOU must include a conspicuous disclaimer against any claims to ownership of the Brand or other intellectual property rights, with an explanation that Licensor is the owner of the Brand and/or the authorized licensee of other intellectual property rights, including copyrights, in Incredible Years® products and works. YOU must include a notice that the Brand is owned by The Incredible Years, Inc. and the copyrights in the Incredible Years® works are owned by Carolyn Webster-Stratton.
3. YOU may not use the Brand on YOUR company's letterhead stationery, forms or other documents, or to identify or describe any product other than Licensor products. Furthermore because the Brand represents the image of our corporation, organizations such as YOUR company may not use the Brand to identify their own organization or their own employees or independent contractors. For example only and not by way of limitation of the preceding sentences, YOU are prohibited from any use of the Brand on YOUR company's business cards or letterhead stationery or similar identifying documents or on YOUR company's Web pages that either (1) does not expressly identify an Licensor product or (2) includes any competitive products from Third Parties.
4. If YOU would like permission to include the Brand in materials describing YOUR company or other similar documents other than as specifically and expressly allowed in this Agreement, YOU must first

obtain Incredible Years® prior written consent for any such use. Licensor has sole discretion on a case-by-case basis to grant or deny consent.

5. YOU may not display the Brand in any manner that suggests YOU are an employee or agent of Licensor or in a manner that suggests that YOUR company is an affiliate of or owned by or have common ownership with Licensor. To avoid any doubt as to the preceding sentence, the following are examples:
  - a) The Brand may not be included in YOUR trade or business name, domain name, product or service name, trade dress, design, slogan or other identification of business.
  - b) YOUR use of the Brand as allowed by this Agreement must clearly indicate that YOU are independent from Licensor.
  - c) YOUR name, trade name, or company name must appear on any materials where the Brand is used. The Brand cannot appear larger or more prominent than YOUR name, product or service name, trademark or service mark, Brand, or trade or company name.
  - d) The Brand may not be used in any manner that expresses or might imply Licensor's affiliation, sponsorship, endorsement, certification, or approval, other than as to members of YOUR organization who have successfully completed the Incredible Years® training programs.
  - e) YOU may not combine the Brand with any other object, including, but not limited to, other Brands, icons, words, graphics, photos, slogans, numbers, design features, symbols, or Web site audio files.
  - f) The Brand may not be used as for the design ("look or feel") of YOUR company's logos or brands or otherwise in any way that can cause potential confusion between YOUR company and Incredible Years.
  - g) The Brand may not be imitated in any manner in YOUR materials.
6. YOU may use the Brand only as provided by Licensor. Except for size, which is subject to the restrictions in these guidelines, the Brand may not be altered in any manner, including proportions, colors, elements, etc., or animated, morphed, or otherwise distorted in perspective or dimensional appearance.
7. YOU may not use the Brand in any way other than as specified in these guidelines. Failure to comply with these instructions shall constitute a material breach of this Agreement.
8. Upon signing this Agreement YOU may be sent a media kit including preapproved marketing templates of the Brand formatted for Web use and print use and/or other marketing, promotion or advertising collateral as determined in Licensor's sole discretion.

#### **ARTICLE IV. Brand Elements**

The Brand should never be taken apart and recombined in any way to create new artwork. No part of the Brand may be changed or re-sized in any way relative to the rest of the Brand.

#### **ARTICLE V. Orientation**

The Brand should never be displayed in any orientation different from what is provided in the artwork provided by Licensor. Do not orient the Brand on its side. The text should always read horizontally on whatever medium it is being placed.

**ARTICLE VI. Aspect Ratio**

The original aspect ratio of the Brand must be preserved and must not be distorted in any way. When resizing the Brand, YOU must take care to lock the aspect ratio so that the type is neither condensed nor extended.

**ARTICLE VII. New Brand Artwork**

From time to time, Licensor reserves the right to update the Brand artwork. YOU should begin using the new artwork as soon as it is available. YOU should immediately begin to phase out any materials with earlier versions of Brand artwork.

**ARTICLE VIII. Compliance with Guidelines**

Licensor reserves the right to spot-check all materials bearing the Brand and may periodically send out requests for samples. YOU must correct any deficiencies in YOUR use of the Brand. Refusal to correct such deficiencies or to cease publication or distribution could result in revocation of YOUR right to use the Brand and/or termination of the agreement that YOU have entered into with Incredible Years®. In any such case, Licensor reserves all of its rights and remedies in law or equity for any breach of such an agreement or for any other claims, including for example only and not by way of limitation, infringement or dilution of the Licensor brands.

**ARTICLE IX. Marketing Materials**

When placing the Brand on brochures or demand-generation materials, use the one-color or three-color Brand most appropriate to YOUR audience and marketing budget. The Brand should appear in a prominent spot, but it cannot be larger or more prominent than YOUR own company's product or service name, Brand, or trade or company name.

**ARTICLE X. Contact**

***YOU are not granted any permission to use the Brand in any way without (1) signing this Agreement and without sending a pdf copy of the entire Agreement with YOUR signature to Licensor and (2) obtaining prior approval for any logo artwork that is not provided to YOU in advance by Licensor.***

Please contact Incredible Years, Inc. if YOU have questions about using the Brand, need additional copies of the Brand sheet, or would like to report misuse of the Brand.

Licensor's contact information is as follows:

Incredible Years, Inc.  
Email: [incredibleyears@incredibleyears.com](mailto:incredibleyears@incredibleyears.com)  
Telephone: 206-285-7565

**ARTICLE XI. Copyrights and Other Intellectual Property Rights.**

Licensor's products are protected by the copyright laws which are owned by Carolyn Webster-Stratton and licensed to Licensor. All rights in the copyrights and Brand are reserved respectively to Carolyn Webster-

Stratton and to Licensor. All Incredible Years® program materials must be ordered from Licensor through its Website: <http://www.incredibleyears.com>.

**ARTICLE XII. Disputes; Arbitration, Governing Law, Attorney Fees**

1. To protect the Brand, copyrights and other rights in the Incredible Years® program materials and products, and notwithstanding any potential conflicts of laws, the parties agree that in any dispute arising from this Agreement, the laws of the State of Washington, United States of America, shall apply. The application of the United Nations Convention on Contracts for the International Sale of Goods is expressly excluded. Any dispute arising out of this Agreement shall be determined in accordance with the expedited Commercial Arbitration Rules (“Rules”) of the American Arbitration Association (“AAA”) in Seattle, Washington. The arbitration award shall be final and binding on the parties. English shall be used in arbitration.
2. The prevailing party may seek to enforce a final arbitration award in any and all courts or forums that have jurisdiction over the losing party. The final arbitration award shall be enforceable by any court having jurisdiction over the party against which the award has been rendered or wherever its assets can be located and shall be enforceable in accordance with the United Nations Convention on the Recognition and Enforcement of Foreign Arbitral Awards (the New York Convention). Interim relief as may be allowed under the “Rules” may be requested by either party to protect the Brand, copyrights or other intellectual property rights in Licensor’s program materials. The prevailing party is entitled to recover its reasonable attorney fees and costs against the losing party.

**ARTICLE XIII. Entire Agreement; Severability; Force Majeure**

1. This is the entire agreement between the parties as to the subject matter. Any amendments to this Agreement must be in a writing signed by both parties.
2. The invalidity or unenforceability of any provision of the Agreement shall not affect or impair the validity or enforceability of any other provision hereof. The exercise of any right or remedy herein provided shall be without prejudice to the right to exercise any other right or remedy provided herein or by law. No waiver of rights shall be valid unless contained in a writing specifically referring hereto and signed by the party against whom enforcement is sought.
3. Time periods for either party’s performance under any provisions of the Agreement shall be extended for periods of time during which the party’s performance is prevented due to circumstances beyond such party’s control, including without limitation, fires, floods, earthquakes, lockouts, strikes, embargoes, governmental regulations, acts of God, acts of terrorism, war or other strife.

**ARTICLE XIV. Term and Termination**

1. The Term of this License shall be for an initial one year (“Initial Term”) and shall automatic renew for successive one-year terms so long as YOU are in full compliance with this License. If YOU breach any term or condition of this License and not cure the breach (if curable) within twenty (20) days of the date of the breach, this Agreement is terminated and the licenses granted herein are terminate.
2. On any expiration or termination of this Agreement, Articles XIII and X through XV shall survive such expiration or termination.

**ARTICLE XIV. Additional Warranty as to Authority**

Each person signing the Agreement on behalf of YOUR company in a representative capacity represents and warrants that he or she has full power and authority to bind the party on whose behalf he or she signs.

**ARTICLE XV. Counterparts**

The Agreement may be executed in two or more counterparts, each of which shall be deemed an original, but all of which together shall constitute one and the same instrument. A facsimile copy of a counterpart original signature shall be deemed to be an original and shall have the same effect and validity as an original signature. An electronic copy or image of a counterpart original signature shall also be deemed to be an original with the same effect and validity of an original signature.

**ACKNOWLEDGED AND AGREED:**

I have read the above Brand Agreement and understand the compliance guidelines and rules. My company hereby agrees to the aforesaid guidelines and rules and further understands and acknowledges that my company is granted only a license in accordance with the above guidelines. I have proper authority and power to sign on behalf of my company.

**LICENSEE NAME:** \_\_\_\_\_

\_\_\_\_\_  
Signed

\_\_\_\_\_  
Print Name

\_\_\_\_\_  
Title

Dated: \_ , 20\_

**ACCEPTED AND AGREED:**

**INCREDIBLE YEARS, INC.:**

\_\_\_\_\_  
Signed

\_\_\_\_\_  
Print Name

\_\_\_\_\_  
Title

Dated: \_ , 20\_