

FDMS Use of Name and Mark Policy

I. Introduction

The “Father Dueñas Memorial School” name, as well as the school’s other names, logos, seals, monograms, symbols and marks that are representative of Father Dueñas Memorial School, may be used solely with permission of Father Dueñas Memorial School. Items offered for sale to the public bearing Father Dueñas Memorial School's name and/or marks must be licensed. The FDMS Identity Standard describes proper use of Father Dueñas Memorial School logo.

The purpose of this policy is to ensure appropriate use of Father Dueñas Memorial School's name and marks.

II. Name and Mark Policy

Father Duenas Memorial School (from here on “FD” or “School”) is regionally known for excellence in teaching, learning, athletics, the arts and similar activities. The widely recognized FD name as well as the School’s other names, logos, seals, marks and symbols (together referred to as "name and marks") represent the high caliber of the FD faculty and students and convey the quality and breadth of the school's accomplishments. The FD name and marks are among the School’s most valuable assets. Faculty, students and staff share in the benefits associated with the School's name and marks, and therefore also share responsibilities concerning their use.

FD will protect its name and marks actively from improper or misleading use by individuals or organizations not associated with the institution and will assure that use of the name and marks by faculty, students, alumni, staff, FDMS programs and others is appropriate. As described below, appropriate use indicates 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 the school's reputation.

Use of the FD 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 School is prohibited.

A. Ownership

FD is the owner of a number of names and marks. These include:

- “Father Dueñas Memorial School”
- “Father Dueñas”
- “FDMS”
- “FD”
- “FD Friar”
- “The Phoenix Center”
- “The Jungle”
- Friar Nation
- FDMS Logo
- Friar Logo
- FDMS Phoenix Logo
- FDMS Seal 1
- FDMS Seal 2
- FDMS Seal 3
- FDMS Seal 4
- FDMS Endowment Seal

- FDMS Alumni Association Seal

All of FD's names, logos, seal and other symbols that are representative of the School or its entities, whether or not registered, are the property of the School. Such names and marks may be used solely with permission of persons having specific authorization by the principal of the School. Registered marks should be shown with the symbol, ®, designating their status as federally-registered trademarks. The symbol "TM" is to be shown with the use of FD's non-registered trademark.

Use of the FD name and marks by third parties is strictly prohibited unless written permission from the School has been granted, in keeping with authority delegated by the principal (described below under "Approval for Use.").

B. Appropriate Use

The names and marks covered by this policy may be used only in connection with FD-sponsored or FD-sanctioned activities or materials. FD faculty, students, staff, alumni and volunteers must assure that use of the FD name and marks meets the following criteria:

1. Accuracy

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

2. Quality Standards

FD's name and marks may be used only in connection with activities that meet high standards and are consistent with the School's educational related purposes.

3. Prohibited Uses

In keeping with its status as a non-profit Catholic educational institution, FD does not permit its name and marks to be used in connection with partisan political activities. Individual faculty, students, alumni or staff may not use FD's name and marks in association with any commercial activity or outside venture without written permission of the FD principal to so act. Use of the name and marks in connection with third parties must conform to this FDMS Use of Name and Mark Policy as well as the FDMS Identity Standard.

C. Approval for Use

The principal has delegated authority as follows for approving use of FD's name and marks:

- To the vice principal for use in connection with promoting and advertising FD sanctioned fundraising activities of (1) FD student groups, (2) FD parents groups and (3) FD faculty and staff groups
- To the dean of student affairs for non-commercial, non-fundraising use in connection with FD student groups and activities
- To the dean of academic affairs for non-commercial, non-fundraising use in connection with FD's academic programs and activities
- To the FDMS Alumni Association president for promoting and advertising FDAA sanctioned fundraising activities

The principal is responsible for the protection of FD's name and marks. The principal alone is authorized to grant licenses for use of FD's name and marks on products for sale.

D. Guidelines for Usage of Name and Mark

In the teaching, learning and other the academic activities of the School, FD's name and marks may be used, subject to the normal review processes established within departments and programs. This policy is not intended to limit use of the FD name for legitimate purposes that fall within the normal scope of School activities.

However, when an FD employee, student, alumnus, parent or volunteer is involved in activities *not directly associated with FD* (e.g., independent consulting, personal business activities, personal publication, personal social communications, etc.), use of FD's name is limited to identification of the individual by his or her affiliation. For example:

- Ms. Jane Cruz, Humanities Teacher, FD
- Joseph Quinene, Sophomore Class President, FD
- Mark Meno, Class of 1972, FD

Similarly, the use of FD's name may also be used in a description of an event in relationship to FD. For example:

- "Island Christmas Concert at The Phoenix Center, Father Dueñas Memorial School"

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

- Use of the FD name on any product that will be sold commercially, such as an FD t-shirt.
- Use of the FD name in the title of a book, such as "The FD Guide to Academic Excellence"
- Use of the FD name in the title of an event such as "The FD Class Fundraiser."
- Use of the FD name in the title of an event that will be marketed or otherwise used outside of FD, either by a School official or by a third party, such as "The FD Summer Camp"
- Use of the FD name as part of the name of any outside business, organization or group such as "The FD Car Club."

The FD name and marks may not be used for purposes other than in direct relation to teaching and learning at FD without written approval from the designated officer described above under "Approval for Use."

1. Student Group Usage

Student groups that have official FDMS StuCo recognition, and are properly registered as such, are eligible to use the FD name and marks in association with their FDMS StuCo sanctioned activities.

Recognized student groups producing merchandise for sale or engaging in commercial activities that incorporates FD's name or marks must comply with FD business and licensing policy. The nature of the licensing agreement may vary based on the entanglement of school operations in the student groups fundraising activities.

2. Alumni Group Usage

Alumni groups that have official FDMS Alumni Association recognition, and are properly registered as such, may be eligible to use the FD name and marks in association with their FDMS Alumni Association sanctioned activities.

Recognized alumni groups producing merchandise for sale or engaging in commercial activities that incorporates FD's name or marks must also comply with FDMS licensing and business policy.

E. Registration of Internet Domain Names

No faculty, staff, alumnus, other volunteer or student may register a domain name that incorporates the word "FD" or "FDMS" except in accordance with the policies described above concerning use of the name and marks. Domain name registrations incorporating the word "FD" or "FDMS" are the property of the School as such.

F. Registration of Trademarks

In keeping with its institutional responsibility for trademark protection, the principal in cooperation with the Archdiocese of Agana is responsible for trademark registration. Faculty, alumni, volunteers, staff or students seeking to register trademarks in association with School activities must do so by contacting the principal. Trademarks registered in connection with any programs, products or services of FD, its departments, alumni or related activities, are owned by the School.

III. Licensing Program

A. License Policy

The FD principal oversees the School's trademark licensing program. Any items offered for sale to the public bearing the FD name or mark, or events bearing the FD name or mark, must be licensed by the School. There are no exceptions.

B. Sellers' Responsibility

School departments, student or alumni groups, or entities having academic or business relationships with the School, or faculty/staff/students/alumni selling items bearing the FD name or marks for fundraising or other purposes must acquire such items from a licensed supplier or be licensed if they are self-producing the items or using a non-licensed supplier.

C. Design Review

The FD principal reviews the specifications for products bearing the FD name and marks and the design incorporating the name and marks prior to licensing.

D. Artwork

Camera-ready artwork of the FD name and marks is generally provided as part of the License Agreement.

E. Fees

A percentage of the wholesale value of items sold is charged as a trademark licensing royalty fee. Net proceeds from the licensing program are designated for student support, including financial aid and scholarships.

F. Give-Away Items

Use of the FD name or mark on items not sold to the public (such as giveaway items or items for charity events) requires permission from the FD principal and may be subject to a use fee.

G. Items for Internal Use

Items acquired by a School department or student group solely for internal non-commercial School use generally do not require a license. Please check with the principal to determine if a license is required for a specific project.

IV. Trademark Policy

This Trademark Use Policy of Father Dueñas Memorial School, (from here on "FD" or "School") is provided to licensees of certain designations comprising designs, trademarks, and service marks, including, without limitation, the designations "FD," "FDMS," "Father Dueñas Memorial School" and other designs, seals, and logos which have come to be associated with FD (from here on "FD Trademarks"). This Trademark Use Policy sets forth the requirements for use of the FD Trademarks. Use of the FD Trademarks is permitted only pursuant to a written agreement with FD that includes a license to the FD Trademarks and only as permitted by such written agreement. This 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 the School's principal. (See also II.C above)

A. Use of FD Trademarks

1. Trademark Notices

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

2. No Use of Identical or Similar Trademarks; No Combination Marks

The FD Trademarks may not be used with any other trademark or in combination with any of the other FD Trademarks without the prior written approval of FD. No licensee shall alter, modify, dilute or otherwise misuse the FD Trademarks.

3. Goodwill

FD is the sole owner of goodwill associated with the FD Trademark(s). Licensees shall acknowledge this ownership and the value associated with the Licensed Trademark(s). Licensees shall not apply for trademark registration or otherwise seek to obtain ownership of any FD Trademarks, including Internet domain names, anywhere in the world, 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 FD Trademarks.

4. Submission of Uses of FD Trademarks

Each licensee shall submit, at the licensee's expense, samples of proposed uses of the FD Trademarks prior to any particular use of a FD Trademark or other distribution to the public. FD shall have the right to object to any use within 5 business days of its receipt of a sample if FD reasonably believes that such use of the FD Trademark will damage the goodwill of the FD Trademark, or if the samples do not meet the requirements of this Trademark Use Policy or the written agreement between FD and the licensee relating to such FD Trademark. No licensee shall make use of a FD Trademark until such particular use has been approved in writing by FD.

Licensee shall submit to FD 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) and to remove therefrom or add thereto any element FD may from time to time, upon reasonable notice, designate.

Licensee shall submit to FD copies of any advertisements or promotional materials containing Licensed Trademark(s) for FD's approval prior to any use thereof, and to remove therefrom either any reference to Licensed Trademark(s) or any element which FD may from time to time, upon reasonable notice, designate.

5. 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 FD. Upon the direction of FD, a licensee shall issue express disclaimers to that effect.

6. Notification of Infringement

Each licensee shall promptly inform FD of any suspected infringement of any FD Trademark by a third party. FD shall have the sole right and discretion to enforce the FD Trademarks, (subject to specific agreements that impose the costs or other duties of enforcement on third parties).

7. Quality Control and Review

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

- a) The FD Trademarks may not be used on or in connection with any material that is pornographic or otherwise objectionable in the light of FD's reputation for quality educational and Catholic formation.
- b) The FD Trademarks may not be used on or in connection with any material that libels or defames FD or any other person or entity
- c) The FD Trademarks may not be used on or in connection with any material that violates any territorial, federal or foreign law or regulation.

B. Negation of Warranties

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

C. Termination

FD may terminate any written agreement granting a license to the FD Trademarks by 30 days' prior written notice to the licensee (unless some other period of time has been designated in writing by the person specifically authorized to do so in Section II.C). 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, FD may terminate such licensee's license to use the FD Trademarks on 15 days' prior written notice if licensee fails to remedy such default, breach or false report within 15 days after receipt of such notice from FD. Any cause of action or claim of FD 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 FD 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.

V. Further Information

A. Approval Questions

Questions concerning the proper office to approve use of FD's name and marks may be directed to the principal's office. Questions concerning registration of trademarks or Internet domain names incorporating the FD name may be directed to the principal.

B. Right to Amend

The School principal reserves the right to review, revise, amend or replace the contents of this policy, and introduce new policies from time to time reflecting the changing needs of the School. Amendments to these policies will not modify contracts already effective before the effective date of the amendment unless mutually agreed upon by both parties of said contract.

C. Publication of Policy

The most up-to-date version of this policy as well as pending amendments to this policy shall be posted on the official FDMS website, fatherduenas.com.

D. Trademark Licensing Program

Further information on the FDMS Use of Name and Mark Policy, license application forms, and sample license agreements may be obtained from the FD principal. Contact the School principal at (671) 734-2261 or by e-mail at fdms@fatherduenas.com.