



NASW "CE" SEAL LICENSE AGREEMENT

NASW "CE" SEAL

This Agreement is between the National Association of Social Workers (NASW) and Signatory. The NASW Continuing Education Approval Program (NASW-CEAP) is operated as a function of the National Association of Social Workers (NASW), owner of the trademark "CE" seal ("Seal"). NASW-CEAP evaluates training programs for compliance with its comprehensive continuing education standards and is authorized to license the Seal, designed to inform professional social workers seeking ongoing continuing education and professional development about the relevance and quality of programs that meet those standards. The Signatory to this License Agreement has met the qualifications and is eligible to use the Seal as long as it continues to meet the required conditions and terms of the Agreement which include this Attachment A.

I. DEFINITIONS.

- A. *Seal* means the registered trademark owned by NASW
 B. *Standards* mean the *NASW Standards for Continuing Professional Education* and as they may be modified from time to time. Attachment B/hyperlink.

II. GRANT.

- A. NASW grants the named Signatory a restricted, nonexclusive, non-assignable and nontransferable license to use and display the Seal
 B. Signatory agrees to use the Seal only as set forth in this Agreement. Nothing in this Agreement or in Signatory's use of the Seal will give Signatory any right in the Seal, or in any similar marks, beyond the rights granted in this Agreement.

III. USE OF SEAL.

- A. **Placement.** Signatory may display the Seal in advertising and solicitations, to include newspaper advertisements, periodicals, billboards, posters, direct mail appeals, flyers and television, and in annual reports and letterhead. Signatory may also install the Seal anywhere on its primary World Wide Web site, on web sites where Signatory advertises its approved program and in email provided the Seal clicks to a participation confirmation page as described in Paragraph 5 below. The Seal may not be used in telephone directories, permanent handbooks and manuals, on promotional items or in any other medium other than those specifically authorized by this Agreement.
 B. **Size.** Upon Signatory's signing of this Agreement, NASW-CEAP will provide Signatory with a digital version of the seal in specified sizes for the Signatory to use in non-electronic media. NASW-CEAP will also provide Signatory with access information to digital versions of the seal in specified sizes for Signatory to download and install in electronic media, including the World Wide Web and email. Signatory must receive prior written permission from NASW-CEAP to use the Seal in a size other than those provided. Signatory may not vary the color of the Seal on the World Wide Web or in email, however, Signatory may use a black and white Seal in transient advertising and solicitations, annual reports and letterhead.
 C. **Restrictions.** Reference to the Seal, to meeting Standards, or to NASW-CEAP in print (including contracts) or in any electronic media is prohibited without prior approval of NASW-CEAP. Signatory may, however, issue a press release(s) about its qualification for the Seal provided the press release(s) receives approval of the NASW-CEAP prior to its dissemination.

IV. RESPONSIBILITIES OF THE PROVIDER ORGANIZATION.

- A. Signatory agrees that it will continue to meet the required Standards throughout the term of this Agreement.
 B. Signatory agrees to provide NASW-CEAP with the uniform resource locators where Signatory shall display the Seal. If the URL changes, Signatory must notify NASW-CEAP of the new URL and of the URL of the web site that will no longer display the logo, if appropriate.
 C. Signatory agrees to provide NASW-CEAP with samples of use of the Seal upon NASW-CEAP request.
 D. Signatory agrees to furnish NASW-CEAP upon its request and within the time requested such information as may be needed to determine Signatory's continued compliance with all Standards

V. NATIONAL ASSOCIATION OF SOCIAL WORKERS (NASW) RESPONSIBILITIES.

- A. NASW will maintain the technology to ensure the Seal clicks to a confirmation page explaining jurisdictional or regulatory limitations of national approval. The confirmation page shall be located on NASW-CEAP's web site.
 B. NASW will continue to implement a CE approval program to ensure that quality continuing education programs for social workers are offered to professional social workers.

VI. FEES.

Signatory agrees to pay the Seal license fee. The fee shall be due and payable within thirty days of receipt of notice. Fees are non-refundable unless NASW terminates this Agreement under Paragraph 7.D., in which case NASW shall refund the remaining portion of the annual fee.

VII. TERM, SUSPENSION, AND TERMINATION.

- A. **Term.** This Agreement remains in effect unless terminated as provided herein so long as the annual program renewal fee is timely paid.
 B. **Suspension.** This Agreement and the license hereunder may be suspended by NASW in its sole discretion if
 1) Signatory fails to provide within the required time the information that NASW-CEAP may request any time to verify Signatory's continuing compliance with Standards; or if
 2) Signatory fails to return within the time requested a completed questionnaire required for periodic compliance evaluations.
 3) This Agreement may also be suspended if, after receiving such information or questionnaire, NASW-CEAP determines, in its sole discretion that there are substantial questions raised regarding Signatory's compliance with Standards, and that NASW-CEAP needs further time to determine such compliance.
 C. **Termination by NASW for cause.**
 NASW may terminate this Agreement if
 1) NASW determines at any time that Signatory fails to meet all Standards;
 2) if Signatory violates any other term of this Agreement;
 3) if Signatory is declared insolvent or bankrupt; or
 4) if Signatory merges with another organization.

NASW-CEAP will provide any termination notice in writing and will deliver it by facsimile or regular or electronic mail to Signatory's address set forth below.

D. **By NASW.** NASW may terminate this Agreement on 30 days' written notice if the National Association of Social Workers discontinues licensing the Seal for any reason. See Paragraph VI for fee refund requirement in the event of a discontinuation.

E. **By Signatory.** Signatory may terminate this Agreement by written notice to NASW-CEAP delivered by facsimile or regular or electronic mail to the address set forth below.

F. **Responsibilities upon Termination.** If either Party terminates this Agreement, Signatory agrees to remove the Seal immediately from all electronic media, to discard promptly all materials bearing the Seal, and to cease producing any materials or products bearing the Seal or any future use of the Seal.VIII. Representations and Warranties.

Each Party represents and warrants that it has the necessary power and authority to enter into this Agreement and perform its obligations hereunder.

IX. INDEMNIFICATION.

- A. Signatory agrees to indemnify and hold the National Association of Social Workers ("NASW") its affiliates, Directors, agents, employees and its NASW CEAP program harmless against any loss, damage or expense, including reasonable attorney's fees, arising out of any third party claim alleging misuse by Signatory of the Seal or related to any violation of the terms and conditions of this Agreement.
 B. Signatory agrees it will not sue the National Association of Social Workers NASW or NASW-CEAP for monetary damages on any matter identified in and related to this Agreement.

XI. ASSIGNMENT.

The Parties agree this Agreement is non-assignable by either Party to any third party under any circumstances, including but not limited to merger, acquisition, sale or transfer by operation of law or otherwise. Signatory understands that, if it is merged, acquired or consolidated with another organization, it must inform the NASW-CEAP of this, and the new organization must re-apply to qualify again for the Seal.

XII. RELATIONSHIP OF PARTIES.

- A. Signatory is not, and shall not represent itself as an agent, representative, partner, subsidiary, joint venturer or employee of the National Association of Social Workers or its affiliates nor can Signatory represent that it has any authority to bind or obligate the NASW, or NASW-CEAP in any manner ..
 B. Nothing in this Agreement, or in the use of the Seal itself, shall confer any endorsement of Signatory by NASW-CEAP. The Seal is intended only to convey that Signatory meets the Standards established for the grant of the Seal.

This Agreement grants a limited restricted, non-transferable license to the Signatory to use the trademark NASW "CE" Seal as outlined in this Agreement and as further specified in Attachment A which is made a part of this Agreement.

By entering into this Agreement, Signatory agrees to:

- Abide by the terms of this Agreement which includes attachment A;
- Maintain the standards and conditions which it met to receive approval for use of the NASW "CE" Seal;
- Use the "CE" Seal only for the continuing education program for which it was granted and for the time period agreed to by the parties.

Signatory hereby agrees to abide by the terms of this License Agreement which includes and incorporates by reference the terms and requirements set forth in Attachment A

Signatory _____ Date: _____