

American Alliance of Museums, Logo Use Policy for Members (September 2012)

Subject to the terms below (collectively “License”), the American Alliance of Museums (“the Alliance”) grants members of the Alliance that are in good standing (individually or collectively “Members”) the non-exclusive right to use the following trademarks (individually or collectively “Marks”):



Member™



Member™

For quality-control purposes, Members’ use of the Marks must conform to standards set by, and remain under the control of, the Alliance. Members shall use the Marks only to indicate that Members are members of the Alliance in good standing (i.e., as a collective membership mark), not to identify or distinguish goods or services (e.g., as a mark for merchandising).

Members must use the most current version of the Marks as shown in this policy, which may be updated from time to time, including to the extent the “TM” or “®” symbol is shown. Members must provide the Alliance with examples of their use of the Marks, upon request. Members may not alter the Marks. Members who wish to use the Marks in a form or manner that is not granted in the License (e.g., for merchandising), or wish to use the Alliance’s other marks, must obtain separate licenses from the Alliance.

Members’ use of the Marks inures solely and permanently to the benefit of the Alliance, its successors and assigns. Members may not (1) sublicense the Marks or confusingly similar marks to others; (2) challenge the License or the Alliance’s use, rights, applications, registrations, or licensing with respect to the Marks or parts thereof; (3) seek to register or claim rights in the Marks, parts thereof, or confusingly similar marks; (4) use marks that are parts of, or confusingly similar to, the Marks; (5) use the Marks in a way that, in the Alliance’s view, either (a) violates the law, (b) tarnishes or disparages the positive image and goodwill of the Alliance or the Marks, or (c) causes confusion, mistake, or deceive others into thinking that the Alliance is the origin of, sponsors, approves of, or certifies Members (other than with respect to their status as members) or Members’ goods, services, or commercial activities; or (6) sue or threaten to sue the Alliance for contributory infringement regarding activity by other Members that use the Marks. Members that use the Marks automatically agree to release, defend, indemnify, and hold harmless the Alliance from third-party claims regarding Members’ activities. This paragraph of the License survives termination of the License.

As soon as Members are no longer in good standing with the Alliance, the rights granted to Members under the License automatically terminate. The Alliance may also terminate the rights under the License, or prohibit any particular use of the Marks, by written notice to Members, at any time Members violate one or more of the terms of the License. Once the License terminates, Members must immediately and permanently stop using the Marks.