

Safer Buildings Coalition (SBC) Resource Usage Agreement

Purpose and Scope

This Resource Usage Agreement governs the use of all resources provided by the Safer Buildings Coalition (SBC), including contact information, attendee lists, intellectual property, logos, trademarks, and other materials provided to members, sponsors, partners, and other entities through sponsorships, events, exhibitions, and other SBC activities. This agreement protects participant privacy expectations and ensures appropriate use of SBC-facilitated resources and networking opportunities.

Definitions

SBC Resources Include:

"SBC Data"

- Event attendee lists and contact information
- Sponsor lead capture data from SBC events
- Networking contact information obtained through SBC activities
- Member directory information
- Seminar participant contact details

"SBC Intellectual Property"

- Presentations and slide decks from SBC events
- Educational and training materials
- Research reports and white papers
- Webinar recordings and content
- Graphics, charts, and visual materials
- Website content and resources
- Technical specifications and guidelines
- Any other materials created or commissioned by SBC

"SBC Logos and Trademarks"

- SBC Member Logo (this is the ONLY logo authorized for member use)

- SBC Safe Inside™ (proprietary SBC program trademark)
- SBC 911 Inside™ (proprietary SBC program trademark)
- SBC organizational logos and branding elements
- Other SBC program marks and branded materials

Entity Definitions

"SBC Resource User" ("Resource User") refers to any organization that receives SBC resources, including:

- SBC members
- Event sponsors (whether or not they are SBC members)
- Business partners participating in SBC activities
- Exhibitors at SBC events
- Any other entity granted access to SBC resources

"Authorized Use" means use by the Resource User under its actual registered business name and branding for legitimate business purposes. **SBC resources are non-transferable without express written consent from SBC and may only be used by the specific Resource User to which they were provided.**

PART I: DATA USAGE PROVISIONS

Permitted Uses

General Business Communications

- Marketing the Resource User's products and services under the Resource User's actual registered business name
- Professional networking and relationship building
- Industry-related business communications
- Follow-up communications related to the specific event where contact was obtained

Compliance Requirements

- All communications must comply with [CAN-SPAM](#)¹ Act requirements (or applicable local law)
- Include clear sender identification using Resource User's actual business name
- Provide functioning unsubscribe mechanism
- Honor opt-out requests within 10 business days
- Include valid physical postal address of Resource User (required for commercial email under [CAN-SPAM](#))

Prohibited Data Uses

Entity Misrepresentation

- Using SBC Data for communications sent under any name other than the registered Resource User
- Marketing products, services, or events under subsidiary brands, divisions, or separate business names without clear Resource User identification
- Representing communications as originating from entities other than the actual Resource User

Activities Against SBC Interests

- Using SBC Data in ways that conflict with or undermine SBC interests, values, and mission, including unfair competition with SBC programming
- Marketing products, services, or events under misleading organizational branding without clear Resource User identification

Unauthorized Transfers

- Selling, licensing, or transferring SBC Data to third parties
- Sharing SBC Data with entities other than the registered Resource User, even if affiliated
- Using SBC Data for joint marketing ventures where Resource User is not clearly identified as the primary contact

¹ CAN SPAM web page, Federal Trade Commission <https://www.ftc.gov/business-guidance/resources/can-spam-act-compliance-guide-business>

- **Transferring SBC Data to subsidiaries, divisions, or separate business entities for their independent use without express written consent from SBC**

Required Disclosures for Data Use

All communications using SBC Data must include:

- Clear identification of the actual Resource User as the sender
 - If subsidiary brands are mentioned, clear disclosure of relationship to Resource User
 - **Optional / Recommended:** Statement of how contact information was obtained (e.g., "You received this message because you attended [SBC Event Name] where we exhibited/sponsored") - recommended for transparency and professional standards
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PART II: INTELLECTUAL PROPERTY PROVISIONS

General Principles

Ownership and Rights

- All SBC-created materials remain the intellectual property of SBC
- Receipt of SBC resources does not grant automatic rights to use, modify, or redistribute SBC intellectual property
- **All SBC intellectual property rights are non-transferable without express written consent from SBC and may only be exercised by the specific Resource User**
- All rights not expressly granted are reserved by SBC

Attribution Requirements

- All authorized use of SBC materials must include proper attribution to SBC
- Attribution must be clear, prominent, and not removed or obscured
- Standard attribution format: "Source: Safer Buildings Coalition (SBC)" or "Courtesy: Safer Buildings Coalition (SBC)"

Permitted Intellectual Property Uses

Entity Use Rights

Upon obtaining SBC authorization, Resource Users only may use SBC intellectual property for the following purposes **with proper attribution**:

- Internal training and education within their organization
- Reference during client presentations when discussing industry standards
- Educational purposes that advance the SBC mission
- **Professional presentations and marketing materials that include appropriate SBC attribution and accurately represent the entity's relationship with SBC**
- **Business development activities that promote SBC-aligned policies and practices with proper attribution**

Non-transferable: These rights may not be transferred to subsidiaries, affiliates, divisions, or any other entities without express written consent from SBC, even if related to the Resource User.

Automatic Permissions

The following uses are automatically permitted with proper attribution:

- Quoting brief excerpts (less than 10% of original content or 200 words, whichever is less) in educational presentations or materials
- Referencing SBC statistics or findings in educational contexts

Prohibited Intellectual Property Uses

Resource Users may not:

- **Use SBC materials as primary content** for commercial training programs, courses, or proprietary products without authorization
- **Share complete presentations or substantial portions** without permission
- **Post SBC materials on public websites or platforms** without authorization
- **Alter, edit, or modify SBC materials** without express permission
- **Remove or obscure SBC attribution** from materials
- **Create derivative works** based on SBC intellectual property
- **Rebrand SBC materials** as proprietary content or misrepresent their source

- **Use SBC materials in ways that conflict with SBC interests and values**, including unfair competition through unauthorized use of SBC resources
 - **Combine SBC materials with non-SBC content** in misleading ways
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PART III: LOGO AND TRADEMARK PROVISIONS

SBC Logo Categories

SBC Member Logo

- **Official designation logo** for active SBC members in good standing
- Available for download from member portal
- Specifically designed for member identification purposes
- **This is the ONLY logo authorized for member use**

SBC Proprietary Logos (Not for Member Use)

- **SBC Safe Inside™** - Proprietary SBC program trademark
- **SBC 911 Inside™** - Proprietary SBC program trademark
- **SBC organizational logos** - Primary SBC branding elements
- **Other SBC program marks** - Various initiative and campaign logos

Member Logo Usage Rights

Eligibility Requirements

Only the following entities may use the SBC Member Logo:

- Active SBC members with current dues payments
- Members in good standing (not subject to disciplinary action)
- Members in compliance with all SBC policies and agreements

Authorized Logo Uses

The SBC Member Logo may be used by eligible members for:

- **Website identification** as "Member of Safer Buildings Coalition (SBC)"
- **Marketing materials** with proper "Member of" phrasing

- **Business proposals** indicating membership status
- **Trade show materials** showing coalition affiliation
- **Email signatures** with appropriate member identification

Required Logo Usage Standards

Mandatory "Member of" Phrasing

- Logo must be accompanied by "Member of Safer Buildings Coalition (SBC)" or similar phrasing
- **Prohibited phrasings:** "Endorsed by," "Certified by," "Partner of," or any language implying endorsement
- Logo usage does not constitute SBC endorsement of member products or services

No Alterations Policy

- Logo must be used exactly as provided without modifications
- **Prohibited alterations:** Color changes, font modifications, element additions/removals, distortions, or combinations with other logos
- Minimum size and spacing requirements must be maintained per logo guidelines

No Ownership Rights

- Use of SBC Member Logo creates no ownership, licensing, or trademark rights for member
- All rights remain exclusively with SBC
- Members acknowledge SBC's sole ownership of all logo elements

Prohibited Logo Uses

Unauthorized SBC Logos

- **SBC Safe Inside™** and **SBC 911 Inside™** logos are strictly prohibited for member use
- SBC organizational logos may not be used by members
- Program-specific marks require separate authorization

Misleading Applications

- Logo may not be used to imply SBC endorsement of specific products or services

- Cannot be used in comparative advertising suggesting SBC preference
 - Prohibited in contexts that misrepresent member's relationship with SBC
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PART IV: GENERAL PROVISIONS

Data Protection and Security

- Resource User must implement reasonable security measures to protect SBC resources
- Resource User must notify SBC within 48 hours of any data breach involving SBC resources
- Upon termination of relationship with SBC (membership, sponsorship, partnership, etc.), Resource User must cease use of all SBC resources within 30 days

Permission Process

Requesting Authorization

To request permission for uses beyond automatic permissions:

1. Submit written request to info@saferbuildings.org describing intended use
2. Include specific materials requested and distribution scope
3. Provide sample of how attribution will be displayed
4. Allow 10 business days for review and response

Approval Criteria

SBC will consider:

- Alignment with SBC mission and values
- Potential for market confusion or competitive harm
- Maintenance of content integrity and accurate attribution
- Entity's compliance history with SBC policies

Enforcement and Violations

Investigation Rights

- SBC reserves the right to investigate complaints regarding misuse of SBC resources

- Resource User agrees to cooperate with investigations and provide documentation upon request
- SBC may require Resource User to provide copies of communications or materials using SBC resources

Consequences of Violations

First Violation:

- Written warning and requirement for corrective action within 30 days
- Mandatory review of all planned uses of SBC resources

Serious or Repeated Violations:

- Permanent restriction from receiving SBC resources
- For SBC members: Potential membership review under SBC bylaws
- For non-member sponsors/partners: Termination of sponsorship/partnership agreement
- Legal action to protect SBC intellectual property and trademark rights
- Requirement to notify all contacts that they may opt out of future communications

Immediate Suspension Triggers

- Use of unauthorized SBC logos (Safe Inside™, 911 Inside™)
- Significant alterations to official member logo
- Usage implying false endorsement or partnership beyond actual relationship
- Substantial intellectual property violations

Entity Acknowledgments

By accepting SBC resources, Resource User acknowledges:

- Understanding that contacts provided this information with expectation of communication from the identified Resource User
- Responsibility for all CAN-SPAM compliance (or applicable local law) and legal requirements
- Agreement that misleading sender identification damages both SBC's reputation and participant trust

- Understanding that SBC resources are provided to facilitate legitimate business networking, not competitive advantage through misrepresentation
- Exclusive SBC ownership of all intellectual property and trademark elements
- Agreement to defend SBC trademark rights if required
- Waiver of any claims to ownership or licensing rights in SBC marks

Legal Framework

Relationship to SBC Agreements

- For SBC members: This agreement supplements but does not replace SBC membership obligations
- For non-member sponsors/partners: This agreement is incorporated into sponsorship/partnership agreements
- Violations may constitute breach of underlying relationship agreement with SBC
- This agreement does not restrict Resource User's right to compete fairly in the marketplace

Trademark Protection

- All SBC logos are registered trademarks of SBC
- SBC maintains all enforcement rights against unauthorized usage
- Resource Users agree to notify SBC of suspected trademark violations by third parties

Dispute Resolution

- Disputes regarding this agreement shall be resolved through binding arbitration
- Governing law: Oregon
- Resource User waives right to class action participation regarding resource usage disputes

Modification and Termination

- SBC may modify this agreement with 60 days written notice to all Resource Users
- Resource User may terminate by ceasing use of SBC resources and confirming deletion

- Termination does not relieve Resource User of obligations for resources previously received

Ongoing Obligations

Active Relationship Requirement

- Resource usage rights terminate immediately upon end of relationship with SBC
- Entities must remove all SBC resources from materials within 30 days of relationship termination
- No grace period for resource usage after relationship ends

Compliance Monitoring

- SBC reserves right to monitor and review resource usage
- Entities must provide examples of resource usage upon SBC request
- Immediate cessation required if usage violates this agreement