

**RESOLUTION OF THE INTERNATIONAL
PAINT AND PRINTING INK COUNCIL**

WHEREAS the IPPIC has adopted the Coatings Care® program as the mutual basis of a voluntary health safety and environmental program for its individual member associations and their companies;

WHEREAS IPPIC member associations have adopted the Coatings Care® mark and/or its distinctive leaf design to represent their commitment to the program and its management practices;

WHEREAS IPPIC member associations have obtained, or are in the process of registering under the appropriate legal system, the intellectual property represented by the Coatings Care® program or its accompanying service mark and leaf design; and

WHEREAS IPPIC member associations have elected, or may in the future elect, to license, under appropriate conditions, their individual member companies to utilize the Coatings Care® mark and/or leaf design, as a means of representing that company's commitment to the Coatings Care® program and its management practices.




THEREFORE, the undersigned associations, in order to demonstrate their commitment to the Coatings Care® program and their mutual resolve that it become a global program for the paint and printing ink industries, do hereby agree to grant to individual members of other International Paint and Printing Ink associations a license for which they hold the intellectual property rights to the mark and design, under the following conditions;

1. That the company has voluntarily committed to Coatings Care® practices which are consistent with the elements of the program in place in both the country in which the product is manufactured and also in its principle place of business;
2. That the company is a member in good standing of the appropriate national association in the country where it is either using the Coatings Care® logo and/or trademark or is claiming to be a participating Coatings Care® company. Alternatively, if a company is not a member in good standing of the national association in the country in which the company is claiming use of the Coatings Care® logo and/or trademark, that national association may elect to impose a separate licensing fee in lieu of membership in the association.
3. That the company fully complies with the attached guidelines or restrictions which govern the use or display of the Coatings Care® mark and/or leaf design;
4. That the company takes appropriate measures to ensure that it fully complies with any restrictions or guidance on the use of the Coatings Care® mark and/or leaf design which have been issued by the government of the countries in which it is conducting business; and

5. That such company has provided written notice to the relevant national association of the country in which they seek to use the Coatings Care® mark and/or leaf design, agreeing to do so in conformity with these guidelines, and has subsequently received in writing a limited license from that association.

The undersigned associations hereby agree to extend to each other and to their respective member companies full and complete cooperation in implementing all the provisions of this agreement and also pledge their full and complete cooperation in enforcing any restrictions it contains against any person violating those provisions, to include mutual defense of all intellectual property rights inherent in the Coatings Care® mark and/or leaf design.

Guidelines on the Use of Coatings Care® Service Mark
FOR PARTICIPATING MEMBER COMPANIES
OF THE INTERNATIONAL PAINT AND PRINTING INK COUNCIL (IPPIC)

- A. Participating member companies are granted a royalty free, non-exclusive, non-transferable license to use the Coatings Care® service mark from the IPPIC member association holding those rights (the licensor) under the terms and conditions outlined herein.
- B. In using the Coatings Care® service mark, each participating member company acknowledges the full ownership of the service mark, related registrations, and any other intellectual property of the licensor. Nothing in this grant shall be construed to give a member company any right, title or interest in the service mark or related registrations except as a licensee.
- C. Participating member company usage of the Coatings Care® service mark and Coatings Care® logo must be accompanied by the appropriate symbol to acknowledge the relevant intellectual property rights held by the licensor.
- D. Each participating member company is permitted to use the Coatings Care® service mark and/or Coatings Care® logo only in the following ways:
1. As part of company promotional material, e.g., corporate letterhead, stationery, and company brochure(s).
 2. As part of product label(s), only in the following manner:
 - a. "XYZ Corporation, A Coatings Care® Company"
 - b. "XYZ Corporation, Committed to Coatings Care®"
 - c. "XYZ Corporation, A  Company"
 - d. "XYZ Corporation, Committed to 
 - e. "XYZ Corporation, 
 3. Internally, as part of a participating member company's communications to help explain and promote Coatings Care® initiatives to its employees.
 4. Externally, in the context of describing and promoting how the Coatings Care® initiative relates to the participating member company's environmental, health and safety management programs or their operations, e.g., in conjunction with a printed advertisement outlining the member company's commitment to health, safety or environmental improvements, or in a well-maintained manner on company-owned transportation vehicles or on company-owned or exclusively leased corporate signage.
 5. All other uses require the written permission of the licensor.

E. This license is granted to participating members subject to the following conditions:

1. Upon sale of a sign, vehicle or facility displaying the Coatings Care® mark, or upon termination of membership in the licensor association, the Coatings Care® service mark must be removed before title to the sign, vehicle or facility is transferred.
2. Upon either termination of membership or withdrawal of participation in the licensor association's particular Coatings Care® program, use of the Coatings Care® logo and mark must cease within 30 days.
3. Violation of any restriction concerning use of the mark, or any other clear misuse of the mark, shall be grounds for revocation of this license.

F. The Coatings Care® service mark shall not be used and is prohibited:

1. To promote a product, trade, or service, e.g. "Buy Widget Paint, a Coatings Care® product of the XYZ Corporation," or to claim or imply an attribute for a product, e.g., "Widget Paint – environmentally friendly through Coatings Care®."
2. As a product label affixed to packaging other than the manner specified in D2.