

APCO International

Association of Public-Safety Communications Officials-International, Inc.



STYLE GUIDE

For Logo and Color Use

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TRADEMARK USE

Trademark Use

All designs created using APCO International's logo and other marks are subject to review to ensure a consistent brand image. The following guidelines should give you a good idea of how to use the logo in an acceptable manner. Examples of approved designs are provided throughout this document.

The APCO International logo was created using Adobe Illustrator 10 on a Mac. It is available as an Illustrator native file or an Illustrator EPS file to either Mac or PC users. It also can be provided in versions 8 or 9, or as a bitmap file, upon request.

Contact Info

Questions about trademark use can be made by phone: 386.322.2500; e-mail: trademark@apcointl.org; or mail: Trademark
APCO International
351 N. Williamson Blvd.
Daytona Beach, FL 32114-1112

To submit a proposed design, e-mail a PDF to trademark@apcointl.org. Indicate the intended size of your layout in the e-mail message. (See Multimedia for more about online or multimedia submissions.) Attachments should not exceed 5MB total.

To avoid compatibility issues and the need for a myriad of subsidiary files, PDF is the preferred format for submissions. Include your complete contact information. Please allow at least 10 working days' lead time when submitting a design concept for approval.



COLOR

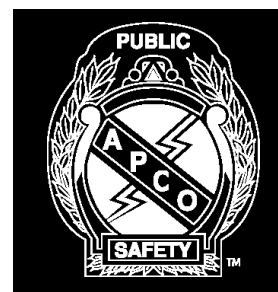
Color

The official APCO International logo is a spot-color design using PMS 661 and white. The process version uses 100% Cyan, 91% Magenta, 13% Yellow and 3% Black (K). The official APCO logo must carry the trademark TM symbol, which is always in the same color as the logo. If designing in a color other than PMS 661, the APCO logo and trademark TM symbol must be used in reverse or white. The logo may be rendered in silver or gold if metallic inks or foil is used. Whatever background color is used, the logo must be in clear contrast to allow all the details of the logo to be identified.

Grayscale

The logo should be reproduced in color wherever possible. If a design must be done in grayscale, the logo can appear as black on white, or reversed – white on a black or grayscale box.

Examples:





VARIATIONS

Variations

When using the logo with the text, APCO International, the same color guidelines must be applied. Combinations of blue, black and white may be applied in the following ways:

- The acronym, APCO, in blue; the word, International, in black or a shade of black or blue; and the logo in black or blue.
- On a colored background, the text, APCO International and the logo may be used in white or black.

- On a colored background, the text, APCO International, may be used in white or black; and the reverse combination may apply to the logo.

The logo may be placed on either side or above the text. Stacking the text below the logo is unacceptable.

Full Name

The Association's full name is "Association of Public-Safety Communications Officials-International, Inc." The short name references are "APCO International" or "APCO-International." The name also can be referenced by the acronym, "APCO." When the full name and short name are used together, as shown in examples on the next page, the point size used in the full name can never be smaller than 8 point. In addition, the left and right boundaries for both the long and short names must be the same. (Incorrect examples are shown on page 6). Be careful to include the hyphens and capitalize as shown on page 5. The correct logo consists of the badge including all details shown within the outer border, and the accompanying TM trademark. Never use parts of the logo as separate design elements.

Chapter Use

APCO International chapters and affiliates may use the logo in accordance with this guide and as stipulated in the Association's Constitution, Article VIII. Chapters may use the logo as an element in their own chapter design, however, the logo must remain intact with none of its elements, including type, changed. Only colors specified in this guide are to be used and all designs must be approved by APCO International's Board of Officers. Examples of correct usage of the APCO logo are on the next page.

Examples



APCO International

APCO International

Association of Public-Safety Communications Officials-International, Inc.



APCO International

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APCO International



APCO International

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APCO International

Association of Public-Safety Communications Officials-International, Inc.



VARIATIONS

**Example of Proper Use
of Logo by a Chapter**





PLACEMENT

Placement

The lengthwise arrangement of logo and text as shown previously is always the preferred version.

Always align the bottom of the text with the bottom of the logo. If designing with the Association's full name under "APCO International," align the bottom of the full name with the bottom of the logo.

When designing with the logo above the text, center logo with the text, "APCO International," as shown on the previous page. Never stack logo and each line of text.

Incorrect Examples:



APCO International

Association of Public Safety Communications Officials-International, Inc.



**APCO
International**



APCO International

Association of Public-Safety Communications Officials-International, Inc.



**APCO
International**

Fonts

“APCO International” always must be set using Adobe Garamond when it accompanies the badge. Do not substitute other versions of Garamond, as they vary in appearance. On posters, advertising or in any busy design, use Semibold or Bold weight for legibility. Always place the lettering so it is clearly legible and not obscured by background pattern or color.

When using the Association’s full name, use Adobe Garamond Italic at the same or lighter weight as “APCO International.” Also note, the full name always is placed under the words, “APCO International.” Be sure to follow all guidelines as discussed in the section, “Variations; Full Name.”



FONTS



SIZING

Sizing

To remain an effective visual, a logo design must remain legible and its component parts easily distinguishable to someone unfamiliar with the brand. The APCO International logo should not be used smaller than 3/4" (.75") in height.

How to Scale the Logo

Never stretch or squeeze the logo. Always scale the complete logo together, proportionally.

Scaling is best performed in Adobe Illustrator. The TM trademark symbol is positioned just slightly above the logo baseline and should always be proportionately small but legible. For large uses like signage, the trademark symbol may be scaled separately to avoid overemphasis. If you require the logo in bitmap form (TIFF, JPEG, etc.) or for online applications, please submit a request and a file will be provided to fit your design.

Filename APCO logo-sm is for use from .75" to 1.5" tall. For best results, scale in Illustrator without scaling line (stroke) weights. Filename APCO logo-lg is for use greater than 1.5" tall. Scale placed EPS or scale directly in Adobe Illustrator.

Small Spaces

For applications where only a very small area is available, like a promotional item, the name should be used without the logo. The example shown uses an approved font as a way to preserve identity without creating an illegible mark.



Multimedia

For online or multimedia applications, the preferred web-safe color is hex, #003399. Minimum size for on-screen applications is 70 pixels high at 72 dpi, with a minimum of space between the logo and any lines or borders. To use the APCO International logo at screen resolutions (72 dpi, etc.), send a request indicating the desired logo height in pixels, along with a full-size PDF, JPEG, or URL of the proposed layout. If the design is approved, a logo will be provided at that size. Designs must accommodate the logo at an adequate size to preserve legibility and recognition of the mark.

Background colors must follow the requirements listed under the Color section of this manual.



MULTIMEDIA



SHORTCUT ICONS

Use of Shortcut Icons

Favicon

A Favicon is a multi-resolution image (16 x 16 at 16 colors and 32 x 32 pixels at 256 colors) included on nearly all professionally developed sites. The Favicon allows the webmaster to further promote their site, and to create a more customized appearance within a visitor's browser. Often, the Favicon reflects the look and feel of the Web site or the organization's logo. Being only 16 x 16 pixels and only 16 colors (although some browsers display 32 x 32 pixels at 256 colors), there is little room for detail as the Favicon displays in the address bar and in the Favorites/Bookmarks of the browser.

APCO International has an approved favicon.ico for use by chapters and affiliates. Request the favicon.ico by e-mailing Webmaster@apcointl.org and requesting it. The favicon.ico file is placed in the folder where your Web site resides with the following code in the HEAD section of your HTML document:

```
<LINK REL="SHORTCUT ICON" HREF="favicon.ico">
```

If you wish to use the favicon on a secure (https://) site, use the absolute path like this:

```
<LINK REL="SHORTCUT ICON" HREF="https://www.yourdomain.com/favicon.ico">
```

System Icon

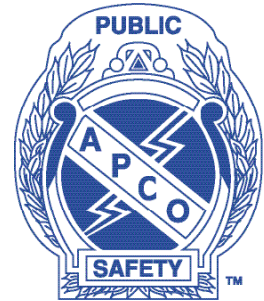
A system icon is typically 32 x 32 pixels at 256 colors and is used as desktop shortcuts or in Windows Explorer to distinguish the shortcut or folder from the others. APCO International has an approved system icon for use by chapters and affiliates. Request the favicon.ico by e-mailing Webmaster@apcointl.org and requesting it. Other custom-made icons of the APCO logo, also known as the APCO badge, are prohibited in order to protect the copyright. You can read more about the use of Favicons and system (or shortcut) icons at <http://msdn.microsoft.com/library/default.asp?url=/workshop/Author/dhtml/howto/ShortcutIcon.asp>.

Legal Premise

An excerpt from a Cobb & Cole document. Reprinted here with permission from Cobb & Cole.

In order to provide you with a better understanding of how trademark symbols should be used, we prepared the following section, which discusses trademark law, generally, and the proper use of trademark symbols. A trademark includes any word, name, symbol or device, or any combination thereof adopted and used by a business to identify its goods or services and distinguish them from those manufactured or sold by other businesses. Trademarks identify goods or services from a particular source. Businesses benefit from trademarks because trademarks are the foundation of good will and protect their business image and reputation. Consumers benefit because they associate the quality of the goods and services with certain businesses, which in turn assist them in their purchasing decisions.

Trademarks are creatures of the common law. While federal registration confers additional benefits, non-registration does not impact existing common law rights in a mark because underlying common law rights in a trademark are created by use. This means that they are protected without the necessity of resort to any particular statute or registration requirement. Since use of a mark will protect that mark, a failure to register the mark will not dispel protection and federal and state trademark laws. To gain common law protection, however, the owner of the mark must show that they have used the mark in commerce, and that it distinguishes their goods or services from the goods or services of others. The first person to use a given mark in a given geographic area gains first priority in the mark and is able to prevent subsequent users from employing the same or similar mark, where there is a “likelihood of confusion” between the two marks. A second person, who then uses an identical or confusingly similar mark in the same area, infringes the common law rights of the first party.



LEGAL PREMISE



LEGAL PREMISE

LEGAL PREMISE continued

In addition to common law protection, the federal trademark statute, otherwise known as the Lanham Act, also protects trademarks. Under the Lanham Act, a party who has provided goods or services in interstate commerce (or has a bona fide intent to do so) may apply for federal registration of their mark. Simply by filing an application for federal registration, that applicant gains priority over any party that commences use of the same or a similar mark thereafter. The application provides the applicant with constructive nationwide use. In other words, the applicant is treated as though it has used the mark in every geographic location in the United States, regardless of whether your product has entered a particular market.

Although a federal registration does not create the trademark, federal registration will give the owner of a mark additional legal rights and advantage over any party who uses an identical or confusingly similar mark.

Federal registration and state common law rights are independent of each other. Additionally, common law protection is not a condition precedent to federal registration for example, the non-registered rights of a senior user continue, and are not trumped by the later federal registration of a junior user.

Anytime a goods or service provider claims rights in a mark, the provider may use the "TM" (trademark) or "SM" (service mark) designation to alert the public of their claim, regardless of whether they have filed an application with the United States Patent and Trademark Office (USPTO). If a goods or service provider decides to apply for registration and the USPTO subsequently registers the mark, then the provider may use the federal registration symbol, ®. The registration symbol may not be used while an application is pending. Furthermore, the provider may use the registration symbol with the mark only in connections with the goods or services listed in the federal trademark registration. Should you seek to bring a trademark action against an infringer, failure to use the proper symbol will preclude monetary damages, including attorneys fees.



PROCEDURE

Procedure

The following are trademarks of APCO International, Inc.: APCO International, Inc., APCO Automated Frequency Coordination, Inc., APCO Institute, Inc. and APCO Heritage Foundation, Inc. Use of any of these marks without the requisite approval of the owner constitutes infringement. Unauthorized modification of the mark constitutes infringement. Please comply with this Style Guide and the following procedures.

Use of Logo by Entities other than Chapters and Regions

Requests for use of the APCO logo must be made in advance in writing no later than fourteen (14) days prior to the event. Required in the written request are:

- Name of the organization
- Location of the event
- Timeframe of usage (date from and to)
- A concise explanation of the intended use
- Final draft of the material or collateral, demonstrating proposed use.

Direct all requests and correspondence as indicated on page 2 of this Style Guide under, Trademark Use; Contact Information.

A response will be returned no later than five (5) working days from the date the written request is received. A copy of the Style Guide will be made available to the requesting agency to ensure the format for proper size, color, form and location can be followed.

The final product must be reviewed by APCO International prior to use by the requester. Final approval or rejection will be based on compliance with the Style Guide and whether, in APCO's sole discretion, the quality and type of product is acceptable. The final product, with the APCO logo, may not be distributed or used by the requester until written approval has been received.



PROCEDURE continued

Use of Logo by Chapters and Regions

Request forms are not required for use by Chapters and Regions. However, the Style Guide may neither be enhanced nor is the use of creative artistry permitted with the logo. This logo is a trademark and, as such, the trademark logo must not be compromised or changed.

Chapters or Regions desiring use of their own logo in conjunction with the APCO logo must follow all guidelines for color, size and placement as stated in this Style Guide.

All Chapters and Regions with an individual logo should submit it to APCO International to ensure compatibility with this Style Guide. See Contact Information on page 2.

Scope and Responsibility

This procedure for proper use of the APCO International logo applies to all visual displays of the logo on items including, but not limited to, letterhead, stationery, business cards, Web sites and web-based programs, signage, collateral material, publications, media releases and other ancillary products such as shirts, mugs, pens, glassware, jackets, hats, jewelry.

Enforcement of the usage of the logo will be by APCO International. Violations will be noted and the violator will be notified as soon as recognized. Violators will be asked to make necessary corrections or cease use of the logo immediately. Failure to cease use of the mark upon request will result in legal action against violators in APCO's sole discretion.

The APCO International logo is a legal trademark of the organization as are the logos of APCO Automated Frequency Coordination, Inc., APCO Institute, Inc. and APCO Heritage Foundation, Inc. Unauthorized or inappropriate use by members, chapters, regions, non-members or commercial entities that have requested use of the logo, and then deliberately violate the provisions of the Style Guide, will result in legal action against violators in APCO International's sole discretion.



License

APCO International, Inc. License Agreement

This License Agreement (“Agreement”) is made and entered into this ___ day of _____, 20____, (the “Effective Date”) by and between the Association of Public-Safety Communications Officials-International, Inc., 351 N. Williamson Blvd., Daytona Beach, Florida 32114 (hereafter “APCO International” or “Licensor”) and _____, _____ (“Licensee”).

LICENSE

Scope of Agreement. The scope of this Agreement is limited solely to the license of the Marks to the Licensee and shall not effect any other aspect of the business relationship between Licensee and Licensor.

Term. This license shall be co-extensive with the _____ Agreement, previously entered into by the parties, effective _____ (the “Underlying Agreement”), unless earlier terminated by Licensor in its exclusive discretion.

License. Subject to the terms and conditions of this Agreement, Licensor hereby grants to Licensee, and Licensee hereby accepts, a non-exclusive, non-transferrable license to use the Marks (as hereinafter defined) for the Term. The term “Marks” as used herein, refers to the list of trademarks described in Exhibit A hereto, which is subject to amendment from time to time, and whatsoever other trademarks in which Licensor has or obtains rights and which Licensor requires or permits Licensee to use during the Term. Licensee acknowledges Licensor’s exclusive rights in the Marks. Licensee further acknowledges that the Marks are unique and original to Licensor and that Licensor is the owner thereof. Licensee shall not, at any time during or after the Term, dispute or contest, directly or indirectly, Licensor’s exclusive right and title to the Marks or the validity thereof. Licensor, however, makes no



LICENSE

LICENSE continued

representation or warranty with respect to the validity of any Mark. Licensee agrees that its use of the Marks inures to the benefit of Licensor and that Licensee shall not acquire any rights in the Marks as a result of this license. Licensee may not sublicense the Marks. Licensee may only use the Marks in accord with the Style Guide, attached as Exhibit B hereto, which is subject to amendment from time to time in Licensor's sole discretion.

Recording License. Licensee agrees to record this license to use the Marks, and agrees to assist the Licensor in recording this License with appropriate government authorities, as may be required by the laws of any state or territory in which the parties are located.

Quality Control. In order to ensure the consistent quality of the goods and services associated with the Marks, Licensee shall submit all materials bearing the Marks to Licensor for approval. Unless Licensor expressly approves the use of a Mark within ten (10) business days of receipt of the materials bearing the Mark, such use will be deemed rejected.

Indemnification. Each party shall defend, indemnify, and hold harmless the other, its officers, agents, and employees from and against any and all third-party claims, actions, causes of action, liabilities, damages, costs, and expenses, including reasonable attorneys' fees, arising out of or related to any facts or alleged facts which, if true, would constitute a breach by a party of this Agreement.

General Provisions.

Notices. All notices, requests, consents and other communication hereunder shall be in writing, shall be addressed to the receiving party's address as listed above or as a party may designate by notice hereunder, and shall be either (i) delivered by hand, (ii) made by telex, telecopy, e-mail or facsimile transmission, (iii) sent by overnight courier, or (iv) sent by registered mail, return receipt requested, postage prepaid. All notices, requests, consents and other communications hereunder shall be deemed to have been given (i) if by hand, at the time of delivery thereof to the receiving party at the address of such party set forth above, (ii) if made by telex, telecopy, e-mail or facsimile

LICENSE continued

transmission, at the time that receipt thereof has been acknowledged by electronic confirmation or otherwise, (iii) if sent by overnight courier, on the next business day following the day such mailing is made, or (iv) if sent by registered mail, on the fifth business day following the day such mailing is made.

Attorneys Fees. In connection with any litigation arising out of this contract, the prevailing party shall be entitled to recover all costs incurred, including reasonable attorneys' fees, whether incurred during settlement, at trial, or on appeal.

Severability. Each of the provisions of this Agreement shall be enforceable independently of any other provisions of this Agreement and independent of any other claim or cause of action.

Further Assurances. The parties hereto shall at any and all times, upon request by the other party, or its legal representative, make, execute, and deliver any and all such other and further instruments as may be necessary or desirable for the purpose of giving full force and effect to the provisions of this Agreement, without charge therefore.

Waiver. The failure of either party at any time to require the performance of the other, of any of the provisions herein, shall in no way affect the respective rights of either party to enforce the same, nor shall the waiver by either party of any breach of any provisions hereunder, be construed to be a waiver of any succeeding breach or as a waiver or modification of the provisions of the contract itself.

Governing Law; Jurisdiction; Venue. The parties hereto agree that it is their intention, and covenant, that this Agreement shall be governed by the substantive and procedural laws of the State of Florida and the United States of America. In the event of any litigation arising out of or relating to this Agreement, each party hereby irrevocably consents to the jurisdiction of the courts of the State of Florida, County of Volusia, or any appropriate federal court located in the district which includes the County of Volusia (the "Florida Courts") and hereby waives any and all objections to venue in the Florida Courts.

Binding Effect. This Agreement shall be binding upon and shall inure to the benefit of the heirs, personal representatives, successors and assigns of the parties hereto.





LICENSE continued

Counterparts. This Agreement may be executed in several counterparts, each of which shall be deemed an original, and all of which together shall constitute one and the same instrument.

Headings. The headings herein are inserted as a matter of convenience only, and do not define, limit, or describe the scope of this Agreement or the intent of the provisions hereof.

Assignability. The license granted hereunder is personal to Licensee and shall not be assigned by any act of Licensee or by operation of law.

IN WITNESS WHEREOF, Licensors and Licensee have executed this Agreement as of the Effective Date.

APCO International, Inc.

Signature: _____

By: _____

Title: _____

_____ (Licensee)

Signature: _____

By: _____

Title: _____

LICENSE