



Agreement for Use of the NCCCO Certified Crane Inspector Logo and Designation of Certification Credential



The following agreement and requirements apply to the use of the NCCCO Certified Crane Inspector logo including any and all material parts and all derivations thereof (“the CCI Logo”). This agreement and requirements shall also apply to the use of any and all marks used by NCCCO Certified Crane Inspector certification holders as a designation of the NCCCO Certified Crane Inspector certification credential, including, but not limited, to the “CCI” acronym, the term “NCCCO Certified Crane Inspector,” and the term “Certified Crane Inspector” (hereinafter, “the CCI Designation(s)”). In addition, this agreement and requirements shall apply to any and all uses of the CCI Logo and/or the CCI Designation(s) by any other person, in any form, including, but not limited to, promotional literature and correspondence.

For use guidelines regarding other NCCCO marks, logos and acronyms, including the NCCCO Logo and the “CCO” and “NCCCO” acronyms, please refer to (i) the Use of the NCCCO Logo and Acronyms Request for Permission Form, (ii) the Application to be Listed as a Training Provider on the NCCCO Website, and/or (iii) the Agreement for Listing as an Open Practical Exam Test Site on the NCCCO Website, as applicable.

AGREEMENT

Each NCCCO Certified Crane Inspector in good standing shall be required to execute this agreement. In addition, every other person who wishes (a) to use the CCI Logo and to become a licensee thereof, and/or (b) to use CCI Designation(s), shall be required to execute this agreement.

The undersigned licensee (“Licensee”) acknowledges that the CCI Logo and the CCI Designations are the exclusive property of the National Commission for the Certification of Crane Operators (“NCCCO”). They may not be used without NCCCO’s express written permission, and any unauthorized use will be grounds for legal action. Licensee agrees that he or she will not challenge the validity, or NCCCO’s ownership, of the CCI Logo or the CCI Designations.

- 1. Certain Licensed Uses of the CCI Logo by CCO Certified Crane Inspectors.** Subject to the terms and conditions of this agreement, Licensee shall be licensed to use the CCI Logo on his or her (a) business cards, (b) stationery/letterhead, (c) email signatures, (d) crane inspection report forms, (e) professional social media profiles, and (f) professional website. The license granted under this paragraph 1 shall be subject to the following conditions: (i) the Licensee must be an NCCCO Certified Crane Inspector in good standing, (ii) each use licensed hereunder must be directly related to Licensee’s services as a crane inspector, and (iii) the terms and conditions of this agreement must be satisfied at all times. The license granted under this paragraph 1 is non-exclusive and may not be assigned or sub-licensed to any other person. Nothing in this license shall grant Licensee any right, title, or interest other than the right to use the CCI Logo in accordance with this agreement, including the conditions set forth in paragraph 3(a)–(c) below.
- 2. All Other Requests for Licensed Uses of the CCI Logo.** For each intended use of the CCI Logo other than those uses specifically set forth in paragraph 1 above, Licensee shall submit a written proposal including a copy of any proposed artwork and related text. NCCCO will review the material and, in its sole discretion, determine if the use of the CCI Logo is approved. Any approval must be communicated in writing prior to any requested use by Licensee. Furthermore, the successful applicant must receive express written permission from NCCCO for each different/updated use of the CCI Logo. Any license granted under this paragraph 2 is non-exclusive and may not be assigned or sub-licensed to any other person. Nothing herein shall grant Licensee any right, title or interest other than the right to use the CCI Logo in accordance with this agreement.

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3. Terms and Conditions of Certain Licensed Uses of the CCI Logo by CCO Certified Crane Inspectors.

Licensee agrees that each use of the CCI Logo pursuant to the license granted under paragraph 1 of this agreement shall be subject to the following terms and conditions:

- a. Licensee may only use, without alteration, the CCI Logo as provided by NCCCO.
- b. Unless NCCCO directly provides Licensee with a CCI Logo in some other form, the CCI Logo shall be used by Licensee only in the form shown below, and any such use shall include, in clearly legible text, the Licensee's first name and last name (as they appear on the Licensee's NCCCO certification card), certification number, expiration date, and types of CCO crane inspector certification held.



- c. To the extent any changes occur over time in the Licensee's information contained in the CCI Logo use shown above (e.g., expiration date, types of crane inspector certification, etc.), Licensee shall be under a continuing duty immediately to correct all CCI Logo uses to ensure their continuing accuracy.

4. Terms and Conditions of All Licensed Uses. Licensee further agrees that each and every use of the CCI Logo pursuant to any license granted under paragraph 1 and/or paragraph 2 of this agreement, or either of them, shall be subject to the following terms and conditions:

- a. Any use of the CCI Logo shall not be larger or more prominent than any company or other logo used in conjunction therewith.
- b. The CCI Logo shall not be used in a false or misleading manner, including any use that is misleading as to any individual's certification status.
- c. The CCI Logo shall not be used in a way that represents or implies that NCCCO specifically approves or endorses any specific products or services.
- d. The use of the CCI Logo, either alone or in combination with any other logo, shall not be displayed on any goods or products, or any packages.
- e. The CCI Logo shall not be used in any way that represents or implies that NCCCO accepts responsibility for any of Licensee's products or services.
- f. All terms and conditions set forth in this agreement shall be satisfied.

5. Image Specifications Applicable to All Licensed Uses. For each use of the CCI Logo pursuant to any license granted under paragraph 1 and/or paragraph 2, or either of them, Licensee agrees to use and apply the following image specifications.

- a. **Color.** The CCI Logo may be reproduced in two color schemes—either black-and-gold or black-and-white—as follows:

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If using black and gold:



Black: Pantone Black or CMYK = C0 M0 Y0 K100
Metallic Gold: PMS871C

— or —

Black: CMYK = C0 M0 Y0 K100
Gold: CMYK = C20 M25 Y60 K25

If using black ink only (on white background):



Black: Pantone Black or CMYK = C0 M0 Y0 K100

b. **Size.** CCI Logo images shall be reproduced in the form supplied by NCCCO, consistent with the CCI Logo image specifications set forth in this paragraph 5. If scaling is required, the proportions used (i.e., scale height and width) shall be constrained in a way that does not skew the image of the CCI Logo.

6. **Permitted Uses of the CCI Designation(s) as Designations of NCCCO Certification.** Subject to the terms and conditions of this agreement, Licensee shall be authorized to use the CCI Designations; provided, however, that such uses shall be permitted only during such times as the Licensee is certified as an NCCCO Certified Crane Inspector in good standing. Any use of the CCI Designations, or any of them, shall be subject to the following terms and conditions:

- a. If a qualified Licensee references his or her CCI Designation(s), he or she shall do so by placing "CCI" or "Certified Crane Inspector" after his or her name.
- b. Whenever the use of a CCI Designation allows, the Licensee shall link each reference to "CCI" or "Certified Crane Inspector" to an appropriate page of the NCCCO website describing the NCCCO Crane Inspector Certification Program.
- c. The CCI Designations shall not be used in a false or misleading manner, including any use that is misleading as to any individual's certification status.
- d. The CCI Designations shall not be used in a way that represents or implies that NCCCO specifically approves or endorses any specific products or services.
- e. The use of the CCI Designations, either alone or in combination with any other designation, shall not be displayed on any goods or products, or any packages.
- f. The CCI Designations shall not be used in any way that represents or implies that NCCCO accepts responsibility for any of Licensee's products or services.
- g. All terms and conditions set forth in this agreement shall be satisfied.

Any license granted under this paragraph 6 is non-exclusive and may not be assigned or sub-licensed to any other person. Nothing in this agreement shall grant Licensee any right, title or interest other than the right to use the CCI Designation(s) in accordance with this agreement.

7. **Term and Termination of this Agreement.** The term of this agreement shall commence as of the Effective Date set forth below and continue until the end of that calendar year (the "Initial Term"). The term shall be automatically renewed as of the beginning of each calendar year, unless either party gives the other party a written notice of termination of this agreement on or before November 15th of each calendar year. Notwithstanding the foregoing, the term of this agreement shall terminate (a) if the Licensee is a CCO Certified

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Crane Inspector, immediately upon the suspension or revocation of that Licensee by NCCCO, in any capacity, (b) if the Licensee is a CCO Certified Crane Inspector, immediately upon the Licensee no longer being certified as a CCO Certified Crane Inspector, for any type, due to expiration or any other termination, (c) for all licensees, immediately in the event of any willful or negligent misuse of the CCI Logo or CCI Designations by the Licensee, and (d) for all licensees, thirty (30) days after written notice by NCCCO to Licensee of a breach of Licensee’s obligations or duties under this agreement, unless such breach is cured within that 30-day period. Upon the breach of this agreement by Licensee, NCCCO shall be entitled to exercise any and all remedies available under law or equity. Upon termination or expiration of this agreement, Licensee shall immediately discontinue all use of the CCI Logo and the CCI Designations and any confusingly similar names, labels, logos, or marks.

8. Miscellaneous Provisions. This agreement constitutes the entire understanding and agreement between NCCCO and Licensee with respect to the subject matter of this agreement and supersedes all earlier discussions, understandings, or agreements, oral or written, between NCCCO and Licensee. This agreement shall be binding upon and inure to the benefit of the parties, their successors and permitted assigns, if any. The agreement may be amended only by a written amendment executed and delivered by the duly authorized representative of NCCCO and Licensee. This agreement shall be governed by and interpreted according to the laws of the Commonwealth of Virginia, without regard to conflicts of law principles. Any dispute regarding this agreement shall be determined in the state or federal courts of the Commonwealth of Virginia, and NCCCO and Licensee stipulate and agree to jurisdiction and venue in such courts. The Effective Date of this agreement shall be the date on which NCCCO transmits written notification of the acceptance and approval of an agreement previously signed by Licensee. This agreement may be executed in counterparts, each of which, when so executed, shall be deemed to be an original.

Accepted and agreed to this _____ day of _____, 20_____.

NAME		CCO CRANE INSPECTOR CERTIFICATION #	
SIGNATURE			
COMPANY/ORGANIZATION		WEBSITE	
ADDRESS			
CITY		STATE	ZIP
PHONE		EMAIL	

Please complete and return this entire form to:

National Commission for the Certification of Crane Operators (NCCCO)
 2750 Prosperity Avenue, Suite 505
 Fairfax, VA 22031

 Phone: (703) 560-2391
 Fax: (703) 560-2392
 Email: info@nccco.org

Please allow two (2) weeks for processing.