

Section 4 – Copyright and Trademarks

I. Copyright

A. What is a Copyright?

A copyright is a property right under federal law protecting original works of authorship fixed in tangible medium of expression sufficiently permanent or stable to permit it to be perceived, reproduced or otherwise communicated. Works of authorship include: literary works; musical works, including any accompanying words; dramatic works, including any accompanying music; pantomimes and choreographic works; pictorial, graphic and sculptural works; motion pictures and other audiovisual works; sound recordings; and architectural works. Computer programs, lyrics, music, and videos are also included.

Federal copyright law does not protect an idea, procedure, process, system, method of operation, concept, principle or discovery, regardless of the form in which it is described, explained, illustrated or embodied in such work.

B. Who is the Owner of a Copyright?

The owner of a copyright is the author who created a work in fixed form, unless the work is prepared by an employee or by an independent contractor as a work made for hire. Where a work is created by an employee, the employer is the copyright owner. Where the work is created by an independent contractor as a work made for hire, the person or company that hired the independent contractor is typically the copyright owner.

The owner of a copyright has the exclusive right to do the following:

- reproduce the work in copies or phonorecords;
- prepare derivative works based on the copyrighted work (a derivative work is one based upon one or more pre-existing works; for example, the update to an existing book would be a derivative work);
- distribute copies or phonorecords of the work to the public by sale or other transfer of ownership, or by rental lease or lending;
- in the case of literary, musical, dramatic, choreographic, pantomime, motion picture, and other audiovisual works, to perform the copyrighted work publicly;
- in the case of literary, musical, dramatic, choreographic, pantomime, pictorial, graphic, or sculptural works (including images of a motion picture or other audiovisual work), to display the copyrighted work publicly; and
- in the case of sound recordings, to perform the copyrighted work publicly by means of a digital audio transmission.

C. Religious Services Exemption

The religious services exemption contained in the U.S. copyright law (17 U.S. Code § 110(3)) exempts from copyright infringement “performance of non-dramatic literary or musical work or of a dramatico-musical work of a religious nature, or display of a work, in the course of services at a place of worship or other religious assembly.” This exemption allows, for example, congregants to sing hymns during service and ministers to recite poems in their sermons without first getting permission from the copyright holder.

Churches often ask if they can copy music pages from hymnals, copy sheet music, or audiotape/videotape church services for members who cannot attend worship services. **The religious services exemption does not extend to the copying of music or to the audio or video recording of portions of church services that include copyrighted works.** Moreover, the exemption does not allow for portions of services that include copyrighted works to be transmitted (also known as “streaming”) over the internet in any manner. Churches will need to obtain permission from the copyright holder to record and transmit any performance of a copyrighted work during a service.

D. Copying Music

Under the Copyright Act of 1976 the copyright owner has the exclusive right to copy or reproduce a musical work. If a church purchases sheet music or hymnals, that purchase alone does not authorize the church to make copies or transparencies of the sheet music or songs from the hymnals. This applies to the lyrics as well as the music. The only exceptions are (1) music that is in public domain (no longer copyrighted) may be copied; and (2) music may be copied in an emergency situation to replace purchased copies that are not available for an imminent performance provided the church replaces the copies with purchased copies. *See The Essential Guide to Copyright Law for Churches.* This excellent resource is available for \$49.95 from Christianity Today (800-222-1840), or on the internet. Public domain music is that which has either lost its copyright protection or was never protected by copyright. Generally, music published in the United States before January 1, 1923, is in the public domain. This applies to both music notation and lyrics.

It is important to note that the absence of a copyright notice © does not mean a work is in the public domain.

In the *Presbyterian Hymnal*, copyright ownership can be determined by looking at the bottom of the first page of each hymn. If the bottom of the page contains no copyright/ownership information, one can assume this version of the hymn is in the public domain and can be freely used. If copyright ownership does appear at the bottom of the page, the work is not in the public domain and permission to copy or tape is necessary. **For further information about the copyright ownership of various hymns in the *Presbyterian Hymnal*, please contact the Robin Howell, Manager of Rights & Permissions for the Presbyterian Publishing Corporation at rhowell@presbypub.com.**

Furthermore, uploading or downloading music from the Internet without authorization from the copyright owner or authorized distributor is a violation of copyright because it results in an unauthorized copy. Consider posting notices to this effect near computers and include it in the Internet policy section of the employee handbook.

E. Audio and Videotapes of Religious Services

As noted above, under federal copyright law, a copyright owner has the exclusive right to: reproduce, prepare derivative works (make changes), distribute copies, publicly perform, and publicly display the copyrighted work.

The religious services exemption permits the **performance** by the congregation and choir of copyrighted hymns in the course of the worship services; however, the exemption **does not extend to the taping** of the performance. Taping or transmitting (including internet “streaming”) a live performance of copyrighted material without permission or a license is copyright infringement.

If the church wants to tape copyrighted music, the options set out in Richard R. Hammar's *The Essential Guide to Copyright Law for Churches* include: obtain permission from copyright owners; avoid the use of copyrighted music; turn off the recording device when copyrighted

music is being performed; "splice in" prerecorded public domain musical works that were previously sung by the church choir; obtain a compulsory license; or enter into a "blanket license agreement."

The compulsory license process is cumbersome and not recommended. For information about blanket licenses, you may contact:

- Christian Copyright Licensing International, of Portland, Oregon; (503) 257-2230; (800) 234-2446; website: <https://us.ccli.com/>.
- EMI Christian Music Publishing (formerly Sparrow Corporation) of Brentwood, Tennessee; (615) 371-4300.
- Christian Copyright Solutions; (855) 576-5837; website: <https://christiancopyrightsolutions.com>.
- Christian Video Licensing International; website: <https://us.cvli.com>.
- And others.

These companies can provide information about blanket licenses, fees and the list of songs in their repertoires. Please make sure to clearly communicate to the companies the purpose for which the license(s) would be obtained (for example: taping copyrighted music and making copies of these tapes, streaming performances of copyrighted material over the internet, etc.). Please make certain to carefully consider all the uses of the music you want to make and communicate that to the licensing corporation so that the license will cover all your intended uses.

If these licenses prove too expensive for the church, the only options, as noted above, are not to tape the copyrighted music performed, use only public domain music in the service to be taped, or stop or mute the recorder during the performance of copyrighted music and splice in public domain music. Again, the church does not have to obtain permission to tape or copy public domain music.

In some cases, churches may wish to project or broadcast hymns onto screens in the course of a service; the right to make copies for the purpose of preparing overhead transparencies is **not** given to the church when it buys the hymnals. The copyright owner retains the right to make these types of copies. If the church wants to make these kinds of copies, it must obtain written permission from the copyright owner or obtain a license that permits such use.

Copyright infringement is serious. It can result in significant civil damages, injunction, and/or criminal penalties. As an example, willful infringement can result in statutory damages of up to \$100,000. The infringer may also be liable for attorneys' fees and costs. There are companies that act as agents for the copyright owners. These companies have employees that spend their time traveling the country to discover unauthorized use and collect license fees, so proceeding without permission or license is both unwise and illegal.

F. Video Viewing

As noted earlier, a copyright owner is given the right by federal copyright law to regulate public performances or showings of copyrighted DVDs and videotapes.

Pre-recorded DVDs or videotapes are intended for personal, home use only. **Buying or renting a video for in-home viewing (from a store or online) generally does not grant the user a license for public showings (such as viewing the videos in Sunday worship services, youth groups, or small church group meetings or retreats).** Certain distributors of religious videos may include a license for public viewing. If the video is labeled "For In-Home Viewing," public viewing is not permitted.

Generally, churches and other ministry organizations can show videos and be in accordance with the U.S. Copyright Act by obtaining written permission from the copyright owner prior to using the video, showing videos which have "Public Performance Rights," or showing works that are in the public domain. In very limited circumstances, the Classroom Use Exemption (17 U.S.C. §110(1)) may apply to your situation; for more information please visit <https://www.lib.umn.edu/copyright/limitations#classroomuse>.

G. Displaying Photos or Graphics

Whether or not a copyright is indicated on a piece of visual art, it may be protected. Even photos on "public" social sites like Facebook, Twitter, and Flickr belong to the person who created the art. In order to utilize a copyrighted photo or graphic, a church must get permission from the copyright holder, or opt for images that are in the public domain. If a church purchases stock photos for use on websites or newsletters, it may only use the images that are within the terms of the license. It may be advisable to use original photos that church personnel take themselves that are sufficiently distinct from copyrighted photos.

Regarding taking pictures of individuals. Taking pictures of individuals in places where they do not have a "reasonable expectation of privacy" (parks, street, concert, fair, public church gathering, or any public gathering) is legally permissible. On the other hand, taking photographs of people in private locations (a private room, hospital, potentially inside a private business) is not allowed. Likewise, it is not allowable, without permission, to use someone's likeness for commercial purposes, to publish a photo that defames someone or injures one's reputation, or to publish a photo that gives away private information about someone. Be mindful that some people may not want to appear in photos that will be shared. Consider asking for written permission or crafting a Photo Use Agreement to document when people grant permission to appear in photos.

H. Using Written Works

Printing or otherwise utilizing copyrighted written works (poems, book passages, etc.) without permission from the copyright holder is impermissible and may result in lawsuits and monetary fines. Before using such materials in church newspapers, newsletters, bulletins, etc., churches should conduct an internet search to learn more about the material and (if necessary) obtain written permission for use.

I. What is "Fair Use"?

Small parts of copyright works may be copied "for the purposes of research or private study." Educational institutions, archives, libraries, and museums also hold specific exemptions. Ordinary congregational worship activities, however, do not provide a context for "fair use" of copyright material.

J. Other Copyright Resources

In addition to *The Church Guide to Copyright Law*, other resources are available on the World Wide Web:

Church Music Publishers Association (<http://www.cmpamusic.org/html/main.isx>) (answers to common copyright questions)

United States Copyright Office (<http://www.copyright.gov/>)

Augsburg Fortress Copyrights & Permissions (<http://www.augsburgfortress.org/copyrights/>) (Guide to copyright law by the publishing house of the Evangelical Lutheran Church in America)

The Motion Picture Licensing Corporation (<http://www.mplc.com/>) (information about the use of videos. See, in particular, the very helpful questions and answers in the FAQ section.)

K. Internet and Other Electronic Media Copyright Issues

The Internet presents the unique opportunity to make materials almost immediately accessible to anyone in the world with Internet access. This communication medium continues to evolve as does the law related to it. In general, communication on the Internet is subject to the same rules as communication in print or broadcast.

1. Web Pages

Web page owners should place copyright notices on their copyrighted information posted on their Web page. If a Web page owner places copyrighted material on her Web page without prior permission or allows a third party to do so, the Web page owner will be liable to the copyright owner for copyright infringement. A Web page owner who permits third parties to upload information to the Web page should place a notice on the Web page stating the owner is not responsible for content or information uploaded by third parties and that third parties shall not upload copyrighted information to the Web site. Such a disclaimer may limit or eliminate liability by the Web page owner.

2. Computer Software

Computer software is generally copyrighted. A copyrighted software program cannot be copied without a license or permission from the copyright owner. Installation of software results in "copying." **Generally, purchase of software from a retailer gives permission to install on one computer only.** It may not give the purchaser the right to install the software on multiple computers. The license must be read carefully to ascertain whether the software can be installed on more than one computer and, if so, under what conditions. Unless the license permits, copyrighted computer software should not be loaned for two reasons: (1) lending is a form of distribution reserved to the copyright owner, and (2) installation by an unlicensed borrower will result in an infringing copy.

Generally, revising computer software will not result in a copyrightable program. Revision results in the creation of a derivative work and may constitute infringement if done without the copyright owner's permission. The copyright owner enjoys the exclusive right to create derivative works.

Transferring a copyrighted work from some other medium to CD-ROM without the copyright owner's consent is also prohibited. Any reproductions of such a CD-ROM would violate the copyright laws as well.

3. Uploading and Downloading from the Internet

Churches and other organizations need to be aware that software developers and publishers fund an organization known as the Business Software Alliance ("BSA"), located in Washington, D.C. The sole purpose of this organization is to locate and delete unlicensed software and capture pirates. According to an article in the National Law Journal, BSA had 35 hotlines around the world, sometimes working in cooperation with the Federal Bureau of Investigation and the U.S. Department of Justice, to receive reports of unlicensed software. BSA has been successful in obtaining many monetary settlements from unauthorized users. The settlements have also included agreements to delete the unauthorized software, purchase replacement copies, and develop a software policy. Many BSA investigations are the result of calls from disgruntled employees and calls from computer consultants. If contacted by BSA,

provide them an opportunity to voice their claim, but contact an attorney that specializes in computer law before responding.

It is recommended that churches and mid councils conduct periodic software audits to ensure they have a valid software license for every program on every computer. In addition, they should adopt a software policy that only specified personnel are permitted to load software into the employer's computers and then the program must be licensed unless it is public domain software.

Downloading copyrighted materials (including photographs) from or uploading to the Internet without permission of the copyright owner results in unauthorized copying. The same is true with regard to transferring copyrighted material to a third party via email. Do not assume drawings and games are not copyrighted and can be freely downloaded and used. Check the respective site's terms of use agreement and copyright policy.

L. Domain Names

One essential step in establishing a Web site is the selection and registration of a domain name that will function as the Internet address, for example, "First Presbyterian of Anytown.org." See InterNIC (<http://www.internic.net/>) and Internet Corporation For Assigned Names and Numbers (<http://www.icann.org/>) for more information. Churches and presbyteries should be aware that entrepreneurs, sometimes referred to as domain name "squatters," can easily register the church or presbytery's name as an Internet domain name for as little as \$100. Once they have done so, it is not unusual for these squatters to then contact you for business based on their ownership of a domain name attractive to you or for them to try to sell the domain name to you. While some businesses may see the domain name as important enough to justify paying a premium to receive ownership of it, others have challenged these squatters' registrations based on trademark and trade name infringement.

If the domain name registered by the squatter is a registered trademark, it is possible to successfully challenge the domain name registration through the dispute resolution process of a registrar or through a court action. For a list of approved dispute resolution service providers, see this website (<http://www.icann.org/en/dndr/udrp/approved-providers.htm>). Because an infringement action is costly, the recommended approach is to select a domain name and be the first to register it. The Anti-Cybersquatting Consumer Protection Act creates a cause of action for bad faith registration and profiteering in the registration of domain names that are identical to or confusingly similar to a distinctive or famous trademark. The remedies under the act include injunction and damages. The law in this area continues to evolve as do the domain name registrars and the dispute policies. For more information on these topics, see Internet Corporation For Assigned Names and Numbers (<http://www.icann.org/>).

II. Trademarks

A. What are trademarks?

Trademarks are distinctive words, symbols, or a combination of both that identify the source of goods to the public. These symbols are distinctive words (or phrases), designs or a combination of both, and may be registered on the state and/or federal levels or used, unregistered under the common law. An example of a famous federally registered trademark is "Coca-Cola®" for soft drinks.

To develop a trademark, the more arbitrary and fanciful the selected mark is the better. The idea is to select a distinctive mark, such as "Xerox®" for a photocopier, rather than one that is generic or descriptive. The purpose is to distinguish one company's goods or services from another's. Once the mark is selected, a trademark search should be designed with an attorney and conducted

by the attorney or a trademark search firm. The attorney will also work with you to determine whether the mark should be registered and, if so, whether it should be registered at the state level or with the U.S. Patent and Trademark Office at the federal level. After registration, the mark must be consistently used as a trademark or service mark, meaning that whenever possible the mark should be used with a generic term or with the word "brand," for example, "Coca Cola" soft drinks or "Coca Cola" brand soft drinks. This is an important precaution to avoid losing the mark by its becoming a generic term as was the case with the term "aspirin." A notice that the mark is registered should be included when the mark is used. One of the following notices should appear with a federally registered trademark:

- The letter R enclosed in a circle: ®
- Reg. U.S. Pat. & Tm. Off.
- Registered in the U.S. Patent and Trademark Office

To maintain a federal registration, an affidavit of use must be filed during the fifth year of registration or the mark will be canceled. In addition, an affidavit of incontestability should also be filed. The filing of this affidavit makes the mark incontestable, meaning the registration becomes conclusive evidence of the registrant's ownership and renders the mark immune from attack in certain instances. Federal registrations must be renewed every ten years after registration.

While maintenance of the registration is important, it is equally important to protect the mark from infringement and dilution. Failure to act to stop unauthorized use of a trademark may result in abandonment of the mark and loss of the exclusive right to use it.

From time to time, one may desire to use a trademark owned by someone else. Always obtain written permission to make any commercial use of another's mark. If you receive a cease-and-desist letter from a trademark owner for unauthorized use of their mark, contact your attorney before responding.

B. Application and Use of the Presbyterian Church (U.S.A.) Name

The words *Presbyterian Church (U.S.A.)* should not be used as, or as a part of, a trade name or trademark or as a part of the name of any business, firm, or organization, except by the particular churches, mid councils, corporations they control or other entities created for the administration of work undertaken directly by the Presbyterian Church (U.S.A.).

The term "property" includes many elements or ideas in addition to land and the rights incident to land. The law of unfair competition prohibits the misleading use of a name, even while unintentional, and is based on the idea that the right to use a name is a valuable property right entitled to protection from misappropriation and misuse. The right to exclusive use of a name may be established by a history of prior usage of the name, by compliance with statutory provisions about registration and notice, or by a combination of both.

The use of the name "Presbyterian Church (U.S.A.)" by unauthorized persons or organizations comes within the area of the law known as unfair competition. The use of the name of the church in such a manner that deception or confusion may result is considered unfair competition. The remedy at law is generally an injunction prohibiting the offending party or parties from continuing the unauthorized use of the name and/or monetary damages. The complaining party must show that the effect of the offending use is the likelihood of confusion or deception of third parties.

Sometimes other churches with confusingly similar names to a Presbyterian Church (U.S.A.) church are established in the same community. This situation could lead to confusion not only

among potential members but also with wills and bequests that are ambiguous in their reference to the recipient church. The term "Presbyterian Church" has been in use for hundreds of years and is one to which several denominations lay claim. Each of these denominations should incorporate some wording into their name to distinguish them from one another in order to avoid confusion. For example, the term "Presbyterian Church in America" is distinguishable from "Presbyterian Church (U.S.A.)." Such distinguishing denominational names on local church signs, letterhead, and the like often remedy any potential confusion.

The ultimate concern is that the term "Presbyterian Church (U.S.A.)" is used by parties that are not official organizations of the church. If you become aware of such misuse, contact Mike Kirk, Legal Services, (502) 569-5390. Legal Services can help determine the next steps. Generally, the first step will be a friendly call on the infringer by the local teaching elder or presbytery executive. If that contact is not productive, the next step will most likely be a letter to the infringer demanding they immediately cease and desist use. If an infringement legal action becomes necessary, the relief requested would most likely be a permanent injunction against the continued use of a misleading name by an unauthorized organization. Any actions necessary to enjoin misuse of the term "Presbyterian Church (U.S.A.)" would be brought by Presbyterian Church (U.S.A.), A Corporation. If the unauthorized user is allowed to continue the use with the knowledge of the denomination, the denomination's exclusive rights to the term "Presbyterian Church (U.S.A.)" could be compromised.

C. The Seal of the Presbyterian Church (U.S.A.)



The seal of the Presbyterian Church (U.S.A.) is a registered trademark, registered in the United States Patent and Trademark Office on the principal register. In addition, the seal is registered with the United States Copyright Office. The seal is comprised of the symbol, the basic components of which are cross, scripture, a descending dove at the upper part of the cross, and flames on either side of the lower part of the cross; and the name of the denomination, Presbyterian Church (U.S.A.), encircles the symbol.

The seal was approved by the 197th General Assembly (1985). **Each congregation and council may use the seal without receiving prior permission. Congregations and councils may not, however, license use of the seal to anyone else. All other organizations, groups, and members must receive prior written permission to use the seal from Legal Services (Administrative Services Group) (see contact information below).**

A congregation or council may, of course, authorize the seal to be used for core functions of the council. For example:

- Printing on church stationery and publications
- Church signs
- Shirts for church athletic teams

The church must, however, be sure the vendor that produces these items does not then use the seal for its own purposes. For example, if Acme Printing produces fifty T-shirts for First Presbyterian Church using the seal, that use is authorized by the 1985 General Assembly action.

If Acme Printing then uses the seal on other shirts and markets them, that is a copyright violation without a prior license from Legal Services (Administrative Services Group).

Any authorized use of the Presbyterian Church (U.S.A.) symbol must comply with the following guidelines, as may be amended from time to time by the Office of the General Assembly:

1. The design and proportions of the symbol must not be altered in any way, except the size may be changed for use on stationery, signs, banners, and so forth. The colors may be changed in the manner set forth below.
2. The symbol may be used with or without the words "Presbyterian Church (U.S.A.)" encircling the symbol.
3. The use of color in the symbol is permitted as follows:
 - Traditional colors using royal blue or gold for the cross, scripture and dove portion, and gold for the words "Presbyterian Church (U.S.A.)" encircling the symbol.
 - Liturgical colors using one color for the entire symbol as follows: violet for Advent and Lent, red for Good Friday and Pentecost and green for the Sundays after Pentecost.
 - Other colors and color combinations with prior approval of OGA.
4. The symbol must never be depicted with any type of motion. For example, the symbol must not be depicted in a video or on an Internet web page as spinning.
5. While every use of the seal may not provide an opportunity to display the statutory notice (the circle "R", ®) and use of the statutory notice is not mandatory, it is good practice, when practicable, to give public notice of the trademark registration by using one of the following:
 - The letter R enclosed in a circle: ®
 - Reg. U.S. Pat. & Tm. Off.
 - Registered in U.S. Patent and Trademark Office

So, while it is not practical to display the statutory notice on a stained-glass window or church sign, it is possible to note it on the reverse of a piece of jewelry or in another inconspicuous place.

Trademark protection may be lost through improper use, abandonment, and dilution. To minimize this risk, the symbol must always be used in its entire and original form.

As is the case with the notice of trademark registration, copyright notice is not mandatory but, whenever possible, it is desirable to include some notice of the copyright on the inside cover of publications displaying the seal. The following language is suggested: **"The seal is the exclusive property of the Presbyterian Church (U.S.A.) and is registered in the U.S. Copyright Office. This seal may not be used or reproduced without the prior written permission of Legal Services (Administrative Services Group) of the Presbyterian Church (U.S.A.), A Corporation, 100 Witherspoon Street, Louisville, Kentucky 40202."**

In addition, any suspected unauthorized use should be promptly brought to the attention of Legal Services (Mike Kirk 502-569-5390) or by forwarding the name and address of the user to Legal Services (Administrative Services Group) as well as a sample of their use of the seal.

Anyone other than a congregation or council who plans to use the seal must receive the prior permission of Legal Services (Administrative Services Group) of the Presbyterian Church (U.S.A.), A Corporation. Any products marketed in wholesale or retail settings must be specifically licensed by Legal Services (Administrative Services Group). An application for use must be submitted and a fee must be paid for each design. A sample of the proposed product

should be sent to Legal Services (Administrative Services Group) so approval may be based on the finished product.

For more information or a license to use the seal, contact:

Legal Services
Administrative Services Group
Presbyterian Church (U.S.A.), A Corporation
100 Witherspoon Street
Louisville, KY 40202
Andrej Ajanovic
502-569-5043

D. Request for License to Use the Seal of the Presbyterian Church (U.S.A.)



1. Commercial Use

The Presbyterian Church (U.S.A.) Seal is a registered trademark of the Presbyterian Church (U.S.A.), A Corporation. Anyone making a commercial use of the seal must first have a license issued through Legal Services (Administrative Services Group).

2. Accuracy

Every usage of the trademark must maintain the accuracy of the seal in its design, proportion, and style and comply with our guidelines.

This completed request-for-permission form (see Appendix E), should be sent to Legal Services (Administrative Services Group). A sample of the product should be sent with this request. Send to:

Legal Services
Administrative Services Group
Presbyterian Church (U.S.A.), A Corporation
100 Witherspoon Street
Louisville, KY 40202
Attention: Andrej Ajanovic
502-569-5043

3. Instructions for Request for Permission to use Presbyterian Church (U.S.A.) Seal

The following are instructions for completing the request for permission. As stated, the completed request should be mailed to Legal Services (Administrative Services Group) of the Presbyterian Church (U.S.A.), A Corporation, 100 Witherspoon Street, Louisville, KY 40202, Attn: Andrej Ajanovic. If this is a request for a renewal, please send a copy of the original request form that you completed or, if it is not available, complete another request and tell us in Question #7 when permission was first granted.

4. Explanation of the Questions:

- a. Provide your name, the company name, if any, and address.
- b. Please set forth in detail the proposed use of the seal. (For example, for a jewelry pin, on clothing, etc.) Please supply us with as much information as possible. Also, please explain how the product is to be marketed or sold. (For example, to a local Presbyterian church, produced for a conference, etc.)
- c. If you have a sample of the product, please enclose it and indicate in #3 that you have enclosed it. In order to maintain the integrity and proportions of the seal, you should obtain design proofs from the Legal Services (Administrative Services Group) if you do not have any available.

If you do not have the actual product, describe how it will appear. For example, if it is used for a jewelry pin, give the materials and dimensions (if no sample is available, enclose a sketch). For clothing, describe the specific article of clothing and explain how the design will appear (if no sample is available, enclose a sketch).

- d. State the number of products you intend to produce.
- e. State the sale price per individual item.
- f. Provide the name of the council or entity in the Presbyterian Church (U.S.A.) that requested that you produce this product. For example, a local church, presbytery, agency, etc. Please supply us with the name of the individual from which you obtained this request. If such authorization is not direct, please explain how you plan to market this product.
- g. For renewals, you may enclose the original application and a note that you are requesting a renewal. If you do not have the original request, please complete this form again and include the date the original license was granted. If you have changed your name from the time of the original request, please let us know.

As part of the license, it is understood that if you have not included a sample product, you will supply us with the actual product within a reasonable time after production. If a license is granted it will be with the understanding that the product you produce conforms substantially with the information set forth on the request. If the actual product you produce differs substantially from the sample or description you have given in the request, you need to supply us with a new request or sample. If you have any questions, please call Andrej Ajanovic at 502-569-5043.

5. Guidelines for use of the Seal of the Presbyterian Church (U.S.A.)

Any authorized use of the Presbyterian Church (U.S.A.) symbol must comply with the following guidelines, as may be amended from time to time by the Office of the General Assembly:

- a. The design and proportions of the symbol must not be altered in any way, except the size may be changed for use on stationery, signs, banners, and so forth. The colors may be changed in the manner set forth below.
- b. The symbol may be used with or without the words "Presbyterian Church (U.S.A.)" encircling the symbol.
- c. The use of color in the symbol is permitted as follows:
 - Traditional colors using royal blue or gold for the cross, scripture and dove portion, and gold for the words "Presbyterian Church (U.S.A.)" encircling the symbol.

- Liturgical colors using one color for the entire symbol as follows: violet for Advent and Lent, red for Good Friday and Pentecost and green for the Sundays after Pentecost.
 - Other colors and color combinations with prior approval of OGA.
- d. The symbol must never be depicted with any type of motion. For example, the symbol must not be depicted in a video or on an Internet Web page as spinning.
 - e. While every use of the seal may not provide an opportunity to display the statutory notice (the circle "R", ®) and use of the statutory notice is not mandatory, it is good practice, when practicable, to give public notice of the trademark registration by using one of the following:

The letter R enclosed in a circle: ®

Reg. U.S. Pat. & Tm. Off.

Registered in U.S. Patent and Trademark Office

So, while it is not practical to display the statutory notice on a stained-glass window or church sign, it is possible to note it on the reverse of a piece of jewelry or in another inconspicuous place.

Trademark protection may be lost through improper use, abandonment, and dilution. To minimize this risk, the symbol must always be used in its entire and original form.

APPENDIX E

**Request for License to Use the Seal of the Presbyterian Church (U.S.A.)
Commercial Use**

1. Name of Applicant and Company/Organization

Address: _____

2. How will the seal be used and to whom will the product or service be marketed? (Please describe in detail):

3. Description of product to be manufactured or developed

4. How many will be manufactured?

5. What is the anticipated selling price?

6. Will the seal be used under the authorization and direction of some governing body or related entity of the Presbyterian Church (U.S.A.)?

If so, name of the governing body or related entity and the chief executive

8. If this is a renewal request, give the date that permission was first given

Signed _____

Title _____

Date _____