

# COVD Endorsement Policy

## I. PURPOSE

The College of Optometrists in Vision Development (“COVD”) welcomes endorsement opportunities as long as the services and/or products are consistent with and appropriate to COVD’s mission. The purpose of the COVD Endorsement Policy is to define under what circumstances COVD will enter into endorsements that will further serve COVD’s mission and vision and enhance or improve COVD services and programs.

The COVD Endorsement Policy is designed to protect COVD’s name and discourage misrepresentation of relationships with outside entities. This policy governs all public representations of endorsements by COVD. Such representations may include, but are not limited to, an organization’s website, brochures, promotional materials, publications, and other related materials. COVD reserves the right to determine if the scope of any authorized use is misrepresented, and to take corrective action as deemed appropriate.

This policy provides the following guidelines for entering into license agreements.

## II. SCOPE

This policy applies to proposals seeking to secure the endorsement of COVD. Strict requirements govern the use of the COVD name, identity, and logos. Unless a specific and express License has been granted by COVD, the COVD name, identity, and logos may not be used in a manner that is misleading or suggests or implies COVD endorsement or approval of any person, product, service, or activity. The following provisions apply to all COVD endorsements with institutions, organizations, businesses, government entities, and/or individuals. The COVD Endorsement Policy is not intended to create a joint venture between the Applicant and COVD.

## III. DEFINITIONS

**Applicant:** An institution, organization, business, government entity, or individual that submits a proposal to COVD in an effort to have a product or service endorsed by COVD.

**License:** Written and express permission to use the COVD name, identity, and logos in connection with approved promotional and/or business materials.

## IV. PROCESS

The steps for the creation of an endorsement with COVD are as follows:

1. To propose an endorsement by COVD, the Applicant must submit a proposal and pay the non-refundable application fee according to the specific format as outlined in the “Proposed Partnership Outline Format” section below;
2. All submissions will be logged in accordance with file date and Applicant will receive an email noting such date;

3. A quorum of the committee will review and evaluate all applications in a timely fashion;
4. If review of the proposal yields interest and appears to be aligned with COVD's mission and goals, and the selection criteria specified herein, a member of the COVD staff will contact the party within 15 business days;
5. Specific License agreement appropriate to the project will be executed;
6. Subject to a fully executed License agreement the relationship will commence.

NOTE: All License agreements shall be subject to all applicable state, federal, and local laws, ordinances, rules, and regulations while being consistent with the mission and goals of COVD.

## V. SELECTION CRITERIA

COVD will determine and use selection criteria, based upon the nature and character of each proposed agreement, to evaluate potential endorsement opportunities, and such criteria shall be applied objectively to all potential applicants. The selection criteria used to evaluate a prospective endorsement may include, but are not limited to, the following:

- Project alignment with COVD mission and goals;
- Ability to meet or serve the needs of COVD members;
- Alternatives that currently exist, or have been considered, to serve the audience identified in this project;
- The number and demographic profile of target audience or beneficiaries;
- Ability to provide assurance to COVD of the long-term stability of the proposed endorsement, both for operations and for maintenance standards;
- Reasonable and competitive costs for participants;
- Overall benefits to each of COVD and the Applicant;
- The compatibility of the products, customers, and promotional goals with COVD's mission;
- Timeliness or readiness of the Applicant to enter an agreement;
- Actual value in cash, or in-kind goods or services provided to COVD;
- Confirmed business partners of the Applicant to ensure COVD is protecting its interests;
- Confirmation that all agreements protect COVD's assets and interests, and result in benefits to COVD and its members. No License agreement will impair or diminish the authority of COVD over an event or program that is subject to the agreement;
- The availability of similar programs elsewhere in the community;
- Consent to and completion of a comprehensive, acceptable background check of the individual(s) and entity making the request.

NOTES: Requests made by current members will be given special consideration, but are still subject to the general requirements outlined herein.

## VI. REQUIREMENTS

All endorsements must adhere to the following baseline requirements:

- Must be consistent with COVD's mission and vision;

- Endorsements shall not drive COVD's agenda or priorities;
- Must not give unfair advantage to, or cause discrimination against, any sectors of the community;
- Decisions shall be made consistent with all other COVD policies and procedures;
- Approval by the Endorsement Committee, with final approval from the Board of Directors or Executive Director;
- Endorsement is ONLY for those products or services specifically stated and is NOT to be construed as an endorsement of any products or services except those specifically stated;
- Must not violate existing COVD obligations or relationships;
- All gifted products, materials, services, and financial contributions require COVD approval and must meet the specifications and standards of COVD.

## VII. RESTRICTIONS

COVD will NOT enter into endorsements with any of the following:

- Applicants whose missions and values do not align with those of COVD;
- Parties to a lawsuit adverse to COVD;

COVD reserves to right to sever the endorsement based on the existence and extent of Endorsee's business relationships that may be contrary to existing COVD relationships or COVD's mission and vision. COVD will submit reasonable notice to the Endorsee in this instance.

## VIII. LOGO USAGE

The COVD Endorsed logo shall be used only by recognized parties who have gained the express, written consent of COVD. The official name, acronym, logos, and marks of COVD shall be reserved for its exclusive use, and may only be used by outside entities as authorized in writing by COVD and in accordance with this policy. COVD must review and approve each and every such usage. The logos will not be modified in any manner. No additional words or names are to be added or used to replace those in the logos. Without prior written consent by COVD, no license or authorization to use such marks by third parties in any manner will be given.

Anyone found in violation of this policy will be asked to remove the COVD logo from their paraphernalia and/or electronic forms of communication immediately. COVD will pursue any and all legal remedies, including seeking monetary damages, to stop such unauthorized usage.

## IX. PROPOSED ENDORSEMENT OUTLINE FORMAT

Provide as much information as possible about the request, using the following online form. **Application fee must be submitted with application and is non-refundable.**

[Endorsement Application](#)