

TERMS and CONDITIONS OF SERVICE FOR IEEE Credentialing Program

1. General

- (a) The following terms and conditions (the “Terms and Conditions”) apply with respect to the Event Organizer in connection with the IEEE Credentialing Program.
- (b) An Event Organizer is an organization that
 - (i) Wishes to distribute IEEE PDH/CEU Certificates to their clients; and
 - (ii) Has completed an [external vendor application](#) for review and approval by the IEEE Credentialing Program Committee (CPC).

2. License

- (a) Provided Event Organizer complies with these Terms and Conditions and all other applicable terms of participation for IEEE Certificates, the Event Organizer is hereby granted a non-exclusive, revocable, limited, royalty-free license to provide CEU and PDH certificates incorporating the IEEE Credentialing Logos/Marks using reasonable care and skill and in accordance with IEEE policies and procedures solely in connection with the course approved by IEEE.
- (b) Event Organizers may use the IEEE Credentialing Brand per the [Credentialing Branding Guidelines](#) in Exhibit A of this document.
- (c) Event Organizer understands and agrees that IEEE is the owner of the IEEE Marks and nothing in these Terms and Conditions shall create an ownership or licensing interest in the IEEE Marks, except as where explicitly stated herein.
- (d) Event Organizer shall comply with these Terms and Conditions. Failure to do so may result in the termination of services by IEEE including, but not limited to, rejection of requests for certificates without refund.
- (e) Event Organizer shall:
 - (i) retain all rosters and customer surveys for a minimum of 7 years as per CEU/PDH accreditation guidelines.
 - (ii) obtain IEEE CPC approval prior to submitting any individual event information to IEEE. Application form can be found here: <https://innovationatwork.ieee.org/certificates-application/>
 - (iii) obtain prior approval for all events, conferences, or courses no later than 10 business days prior to the event date in order for certificates to be issued.
 - (iv) not issue certificates directly. Event Organizer agrees that IEEE will issue certificates directly to attendees via the name and email address provided on the attendee roster.
 - (v) send all attendee rosters and attendee surveys to IEEE no later than 90 days after the event has occurred.
 - (vi) not add any further registrants to rosters 12 months after the event date.
 - (vii) ensure that sufficient information, contact names and documents are given in due time (and no later than 10 business days prior to event date) to enable the required services to be performed.
 - (viii) follow [IEEE's instructions](#) as to uploading and maintaining event information in the IEEE Certificates Platform.

3. Fees and Payment

- (a) Fees shall be established between IEEE and Event Organizer prior to any approval of services.
- (b) Event Organizer will promptly pay no later than 30 days from the relevant invoice date, the invoice.
- (c) Late payment of any invoices shall be subject to 1% interest per month.

4. Suspension or Termination of Services

IEEE shall be entitled to immediately and without liability either suspend or terminate provision of the services in the event of:

- (a) misuse of the IEEE brand or any IEEE marks and/or misrepresentation of Event Organizer's courses or events;
- (b) failure by the Event Organizer to comply with any of its obligations hereunder and such failure is not remedied within 10 days that notice of such failure has been notified to Event Organizer: or
- (c) any suspension of payment exceeding 90 days, arrangement with creditors, bankruptcy, insolvency, receivership or cessation of business by Event Organizer;
- (d) incomplete information provided to IEEE with respect to event applications, online platforms, attendee rosters, or attendee surveys.

5. Liability and Indemnification

(a) THE SERVICES PROVIDED TO EVENT ORGANIZER "AS IS" AND "WITH ALL FAULTS." IEEE, TO THE MAXIMUM EXTENT PERMITTED BY LAW, EXPRESSLY DISCLAIMS ALL WARRANTIES AND REPRESENTATIONS, EXPRESS OR IMPLIED, INCLUDING, WITHOUT LIMITATION: (i) THE IMPLIED WARRANTIES OF MERCHANTABILITY AND FITNESS FOR A PARTICULAR PURPOSE; (ii) ANY WARRANTY WITH RESPECT TO THE QUALITY, ACCURACY, CURRENCY OR COMPLETENESS; (iii) THE WARRANTIES OF TITLE AND NONINFRINGEMENT. IN NO EVENT SHALL IEEE BE LIABLE TO THE AUTHORIZED USER FOR ANY INCIDENTAL, INDIRECT, SPECIAL, PUNITIVE OR CONSEQUENTIAL DAMAGES, INCLUDING, BUT NOT LIMITED TO, DAMAGES ARISING FROM ANY TYPE OR MANNER OF COMMERCIAL, BUSINESS OR FINANCIAL LOSS.

(b) Event Organizer agrees to indemnify, defend and hold harmless IEEE, its parents, subsidiaries, affiliates and its and their officers, agents and employees from and against any and all claims, damages, liabilities, losses and/or expenses (including attorneys' fees and costs and any claim or threatened claim of third parties) (collectively, "Losses") incurred by IEEE that arise from any: (i) alleged or actual infringement or misappropriation of any copyright, patent, trademark, trade secret or other right based upon the services or deliverables provided by the Event Organizer pursuant to these Terms and Conditions; (ii) gross negligence or willful misconduct of the Event Organizer; (iii) the Event Organizer's failure to perform fully its obligations herein in a timely manner; (iv) breach of any of the Event Organizer's representations and warranties herein; or (v) claim, levy, assessment of taxes or other withholdings that were required to be made by the Event Organizer, including but not limited to, workers' compensation, unemployment benefits, social security or other required national or local insurance or welfare schemes arising out of fees paid to Event Organizer pursuant to these Terms and Conditions. This provision shall also apply to any and all subcontractors employed by the Event Organizer. The terms of this provision shall survive the termination or expiration of these Terms and Conditions.

6. Where the Event Organizer processes personal data on behalf of IEEE in connection with the performance of these Terms and Conditions, Event Organizer represents that it shall: (a) process such personal data in accordance with all applicable laws, only for purposes reasonably necessary for the performance of the services listed in the Agreement and in accordance with the documented written instructions of IEEE (except where required otherwise by law); (b) treat such data as confidential information of IEEE; (c) where such personal data is collected in the European Economic Area ("EEA"), not transfer such personal data to any location outside the EEA except in accordance with the safeguards required under the Regulation (EU) 2016/679 (the General Data Protection Regulation) and any applicable national legislation ("EU Data Protection Laws"); (d) ensure adequate protection of personal data against accidental or unlawful destruction or accidental loss, alteration, unauthorized disclosure or access; (e) cooperate fully with IEEE to enable it to adequately discharge its responsibility under applicable laws (including assisting with data subject access or erasure requests); (f) immediately notify IEEE of any actual or suspected data breach and provide all available information; and (g) not allow any third party to process such personal data on its behalf except with IEEE's prior written consent. References to 'personal data' and to 'processing' in this Section, insofar as they concern data collected in the EEA, shall have the meaning given to these terms under the EU Data Protection Laws. Event Organizer shall delete all of IEEE's information within its custody or control, including, but not limited to, completed project data, email addresses and all other personal data processed on behalf of IEEE upon the earliest of (i) termination of these Terms and Conditions ; (ii) written request by IEEE; or (iii) the personal data no longer being required for the performance of the services listed herein.

7. Representations and Warranties

(a) IEEE and the Event Organizer each represents and warrants to the other that: (i) it has the necessary power and authority to enter into these Terms and Conditions ; (ii) the execution and performance of these Terms and Conditions has been authorized by all necessary corporate or institutional actions; (iii) entry into and performance of these Terms and Conditions will not conflict with any provisions of law or the certificate of incorporation, by-laws or other organizational documents of the Party; (iv) no action by any governmental organization is necessary to make these Terms and Conditions valid and binding upon the Party; and (v) it possesses all licenses and other governmental approvals necessary to perform its obligations under these Terms and Conditions .

(b) The Event Organizer represents and warrants that it shall: (i) perform all of the Services using sound practices and in a competent and professional manner and will only use knowledgeable, trained and qualified professionals; (ii) not violate the copyright, patent, trademark, trade secret or other right of any third party; (iii) disclose to IEEE any and all obligations, arrangements, agreements or interests that may constitute or give rise to a conflict of interest on the part of the Event Organizer given the nature and terms of these Terms and Conditions; (v) not enter into any obligations of a contractual or other nature with any person, firm, corporation or other entity that is inconsistent or in conflict with these Terms and Conditions or IEEE's Conflicts of Interest Policy, or that would prevent, limit or impair the execution of these Terms and Conditions or the performance by the Event Organizer of its obligations hereunder; (vi) comply with IEEE's Privacy Policy; and (vii) not confer, directly or indirectly, any personal interest or benefit upon any IEEE officer, director, employee or volunteer in connection with these Terms and Conditions .

(c) The Event Organizer represents and warrants that it shall comply with all laws and regulations that apply to its obligations and duties under these Terms and Conditions , including, but not limited to, all laws and regulations concerning anti-competition, anti-bribery, data privacy or security or the collection, storage, transfer or other dissemination of data.

8. Miscellaneous

(a) Notice. All notices, consents and other communications hereunder shall be made in writing, by email, mail or courier, to the addressees designated in Exhibit A, provided that any notices to IEEE shall include a courtesy copy to IEEE Legal and Compliance, 3 Park Avenue, New York, NY 10016-5997 U.S.A.; Email: contract-review@ieee.org. The effective date of communications between the Parties will be determined as follows: (a) communications sent via certified U.S. Mail or private mail delivery service will be effective as of the date received; or (b) communications sent via facsimile or email will be considered effective as of the date and time on the facsimile confirmation sheet or email retained by the sender.

(b) Terms and Conditions constitute the entire agreement between the parties hereto and shall supersede any and all prior or contemporaneous written or oral promises or representations. No amendments to or modifications of these Terms and Conditions shall be binding upon either party unless in writing signed by both Parties. The failure of either party to require strict performance by the other party of any provision hereof shall not affect the full right to require such performance at any time thereafter, nor shall the waiver by either party of a breach of any provision hereof be taken or held to be a waiver of any subsequent breach or default or as a waiver of any such rights or provisions hereunder. If any part of these Terms and Conditions shall be held to be invalid or unenforceable under applicable law, a court of competent jurisdiction shall substitute a modified provision which carries out as nearly as possible the original intent of the parties, without in any way affecting the remaining parts of these Terms and Conditions. These Terms and Conditions shall be binding upon and inure to the benefit of the parties hereto and their respective successors and permitted assigns. Neither party may assign these Terms and Conditions or its rights or duties hereunder without the prior written consent of the other party, which consent shall not unreasonably be withheld. These Terms and Conditions may be executed in one or more counterparts, each of which when so executed and delivered shall be deemed an original, but all of which together shall constitute one and the same instrument. The counterparts of these Terms and Conditions may be executed and delivered by facsimile or other electronic signature by either of the parties. The receiving party may rely on the receipt of such document so executed and delivered electronically or by facsimile as if the original had been received. Section headings contained in these Terms and Conditions are inserted for convenience of reference only, shall not be deemed to be part of these Terms and Conditions for any purpose, and shall not in any way define or affect the meaning, construction or scope of any of the provisions hereof.

(c) Event Organizer shall maintain offices separate from those of IEEE and shall bear all expenses and obligations incurred in connection with its performance of the course. The Event Organizer is solely responsible for purchasing and maintaining all business equipment (including, but not limited to, computers, printers, fax machines, telephones, and other office-related equipment and/or services) which the Event Organizer deems necessary to provide the courses. The Event Organizer will not be reimbursed for any business-related expenses, including but not limited to travel-related costs and expenses.

(d) These Terms and Conditions are established under the laws of the state of New York exclusive of any rules with respect to conflicts of laws. Any disputes related to these Terms and Conditions shall be brought in the city and state of New York.

Schedule A

[Use of IEEE Credentialing Brand Guidelines](#)

- 1) Event Organizer may state “IEEE will provide IEEE Certificates for Event Organizer’s [insert name of approved course(s) and event(s).”]
- 2) Event Organizers may use the IEEE Credentialing Program logo and name as specified in the IEEE Credentialing Brand Guidelines to state that the IEEE is providing IEEE Certificates with CEUs/PDH credits.
- 3) Event Organizer shall not state, write, advertise, or imply that Event Organizer’s courses/events are IEEE Courses/Events, nor shall Event Organizer state, write, advertise, or imply that courses/events are certified by IEEE or part of the IEEE Certified program.
- 4) Event Organizers shall not use any IEEE branding or logos other than what is specifically licensed under these guidelines. This includes, but is not limited to, advertising their courses and/or events. Event Organizer shall refer to [IEEE Credentialing Brand Guidelines](#) document for additional guidance on the use of IEEE’s name and brand.

Exhibit A - IEEE Credential Brand Guidelines

IEEE Credentialing Program Visual Identity Guidelines



The IEEE Brand continues to be recognized and respected throughout the world. The use of IEEE branding is governed by strict policies and guidelines. As an approved provider of IEEE certificates, you agree to follow the IEEE Credentialing Program guidelines related to the use of the IEEE brand. Failure to follow these guidelines may result in loss of approved provider status. Your adherence to these guidelines guarantees the continued integrity of the IEEE Brand in the global technology community.

Once your external IEEE certificate application has been approved, you become a provider of IEEE certificates. This guidelines shows examples of verbiage to use on websites, social media, and other marketing materials about your participation in the IEEE Credentialing Program.

As an external provider, you may NOT state or imply that IEEE is endorsing your educational courses, conferences or webinars. IEEE will only be issuing certificates for your courses, webinars or events.

PROGRAM MARK

This is the IEEE Credentialing Program brand mark (referred to as the program mark) and it is the only mark allowed for use on print and digital collateral.



IEEE MASTER BRAND

This is the IEEE Master Brand and it is **NOT** permitted for use in any form.



PROGRAM MARK USAGE

Minimum Size

Minimum size restrictions ensure proper visibility and legibility on both print and digital assets. The minimum width for the IEEE Credentialing Program brand mark in print and non-screen based applications is 1.25 inches (32 millimeters). The minimum width in digital and on-screen applications is 100 pixels.



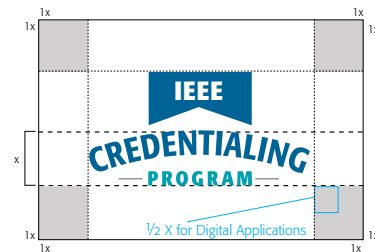
PRINT
1.25 inches
32 millimeters



DIGITAL
100 pixels

Clear Space

Clear space ensures that the IEEE Credentialing Program brand mark does not compete with other images, graphics and text. Do not place any elements inside this space. X = height of the "Credentialing Program" all around (Print). 1/2 X = one half height of the "Credentialing Program" all around (Digital).



TYPOGRAPHY

The Formata font family is the approved font for use on IEEE communications.

PRIMARY:
Formata

DIGITAL & ON-SCREEN:
Open Sans

Open Sans is the preferred digital/on-screen font for use on all websites.

PRIMARY COLOR PALETTE

IEEE Blue

100%	80%	60%	40%	20%
PANTONE (SPOT) PMS 3015 C	RGB R0 G98 B155			
CMYK C100 M35 Y3 K21	Hex/Web #00629B			

Teal

100%	80%	60%	40%	20%
PANTONE (SPOT) PMS 320 C	RGB R0 G156 B166			
CMYK C96 M0 Y31 K2	Hex/Web #009CA6			

IEEE Credentialing Program Visual Identity Guidelines

IEEE Credentialing Program Phrase Usage

Phrases you may use in regards to your courses/events:

- IEEE will be providing PDH (or CEU) credits for this course.
- We are an approved provider of IEEE CEU/PDH certificates.
- [Company Name] is an approved provider of IEEE CEU/PDH Certificates.
- [Company Name] is an approved provider of IEEE certificates.
- IEEE will be providing a PDH/CEU certificate for this course/webinar (choose one).

For more information about IEEE certificates, please visit www.ieee.org/education/credentialing/index.html

APPROVED APPLICATION EXAMPLES

Approved Usage Example #1: Credentialing Mark & Advertising Example

The credentialing mark can be used on all collateral and may be used at the top left, centered, or right. The phrase* shown is approved for use in your course or webinar ad.



Approved Usage Example #2: Social Media Post and Text Sample

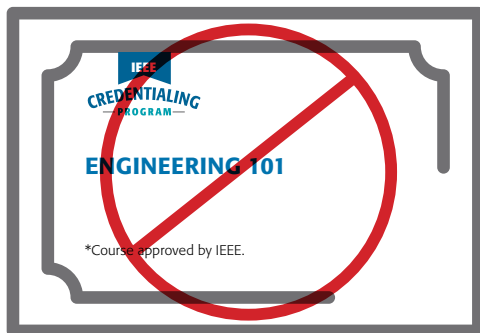
In the below example, the IEEE Credentialing Program reference is used appropriately in a social media post:

We are now offering a course on Artificial Intelligence. Learn how to begin applying artificial intelligence to your business in this 6-week online course. Earn PDH credits upon successful completion of this course. *[Company Name] is an approved provider of IEEE PDH certificates.*

INCORRECT APPLICATION EXAMPLES

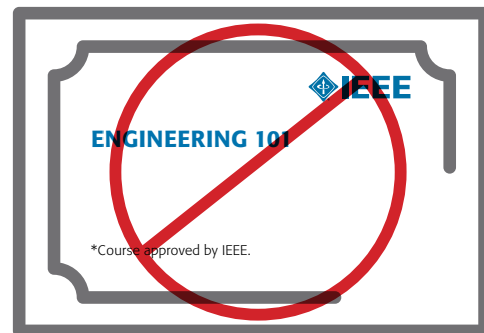
Incorrect Usage Example #1: Endorsement

The phrase* shown implies that IEEE has endorsed the course. This is **NOT** allowed.



Usage of the IEEE Master Brand (logo) is **NOT** allowed.

Approved IEEE Credentialing Program providers are **NOT** allowed to use the IEEE Master Brand (logo) in any way.



Companies may not use any other verbiage to promote their offering of IEEE certificates beyond the above approved verbiage. Use of the IEEE Credentialing Program mark is permitted as long as you follow the approved examples.

The IEEE Master Brand should never be used. If you have any questions, or would like to have our marketing team review/approve your content, please contact us at eab-ceuadmin@ieee.org.