



DELTA PSI RHO SORORITY, INC.

OPERATING GUIDELINES AND CODE OF CONDUCT FOR LICENSEES

Delta Psi Rho Sorority, Incorporated (“DPR” or “Sorority”) has developed these Operating Guidelines and this Code of Conduct (“Licensee Code”) to provide Certified Vendors and Certified Vendor-Manufacturers (collectively “Licensees”) with a clear understanding of DPR’s policies concerning the design, manufacture, advertisement, and/or sale of any merchandise imprinted, emblazoned, embossed, or stamped with (collectively “bearing”) DPR’s trademarks or service marks (collectively “Marks”). Any questions about the policies expressed in this Licensee Code should be directed to vendor@communicationsatdpr.com.

This Code is incorporated into and made a part of the License Agreement that must be executed before any Licensee may design, manufacture, market, display, or sell Mark Bearing Merchandise. **READ THIS CODE BEFORE SIGNING THE LICENSE AGREEMENT.**

DEFINITIONS

1. Licensees under this Agreement are Certified Vendors.
2. Certified Vendor Licensees are those individuals and businesses a) with whom DPR has entered into a contract (License Agreement) signed by the vendor and an authorized officer of the Sorority, authorizing the vendor to use DPR’s Marks on merchandise to be manufactured and advertised, displayed and sold or otherwise distributed (“marketed”) and b) who receive a License Certificate and Seal issued and executed by DPR (“Certificate”).

TERMS; FEES: RULES AND REGULATIONS

3. Certified Vendors. Certified Vendors receive a half-year license agreement and pay a total fee of **\$175 for Soror In Good Standing (a Propyhte who has successfully completed a full-term) or \$250 for all other applicants**. Vendors are authorized to design, manufacture, and market Mark-Bearing Merchandise pursuant to the License Agreement.
 - 3.1. Certified Vendors supply and sell manufactured goods but cannot be defined as an owner of franchises or chains of stores or companies that mass produce and distribute.
 - 3.2. Certified Vendor Manufacturers shall be subject to the fee arrangements and payment terms enumerated in the Manufacturer License Agreement. For the avoidance of doubt, Certified Vendor Manufacturers are required to contact DPR individually for specific license requirements.
4. Appropriate Venues. Certified Vendors may sell Mark-Bearing Merchandise at approved functions (“Approved Functions”). Approved Functions include MIP, Neophyte Presentation, Boule, and/or other Sorority-approved Exhibit Trade Shows or venues. If you are not sure whether a function is approved, you should contact vendor@communicationsatdpr.com.
5. Inappropriate Venues. Marketing Mark-Bearing Merchandise in hotel rooms or other non-designated public spaces during any Approved Function is strictly prohibited. A License may be

terminated if it is determined that the Licensee has been or is selling from such sites without permission.

6. License Non-Transferable. In no event shall any Licensee sell, transfer, or assign its/his/her License or rights under the License Agreement to any other individual, partnership(s), joint venture, for profit business corporation, non-profit organization, or any other entity, without written consent from the Sorority. Violation of this policy will lead to termination of the License and the authorizing License Agreement and may result in other legal actions, at the discretion of the Sorority.
7. Merchandise Approval Required. Licensees are authorized to sell only merchandise that DPR has approved in writing. The Sorority reserves the right to terminate the License of any Licensee that violates the License Agreement or DPR's policies and procedures.
8. Quality of Merchandise. All Mark-Bearing Merchandise shall be of good quality and shall be presented in good taste and consistent with the highest professional standards. DPR reserves the right to request the submission of samples of marketed merchandise inspection and written approval by DPR before or during any marketing or sale of such merchandise.
9. Delivery of Merchandise. All Mark-Bearing Merchandise must be delivered to the buyer within twenty (20) business days of purchase. The Sorority reserves the right to terminate the License of any Licensee that receives five (5) or more written buyer complaints per year regarding the failure to adhere to this provision.
10. Non-Disparagement of Other Fraternal Organizations. The Sorority will not allow at any DPR event the sale or display of merchandise that disparages other fraternal or social organizations in any way, including the use of negative images, terms, phrases, or sayings on the merchandise.
11. Specifications for Using DPR's Marks.
 - 11.1. Use of DPR's Name. No Licensee shall use the name Delta Psi Rho Sorority, Inc., or any derivative or shortened version of it or any other Delta Mark along with sayings, phrases, or artistic renditions, unless otherwise agreed to by the Parties in writing.
 - 11.2. No Unauthorized Use of Images of DPR's Founders. No Licensee shall use any image of or name of any Founder of DPR on any merchandise, unless explicitly approved in writing by the Founder(s).
 - 11.3. Use of Greek Letters. The Greek letters of Delta Psi Rho should not be distorted.
 - 11.4. Use of Other Marks. No Licensee shall use (including alter) the likeness of any licensed trademark as a representation of DPR. (i.e. Mickey Mouse, Grinch, Nike, etc.)
12. No Internet Sales. Licensees shall not sell digital Mark-Bearing files through the Internet (i.e. Etsy, Creative Fabrica, etc.) or via other software or software applications.
13. Licensee Must Verify Status of Purchasers. Certified Vendor Manufacturers must verify that sales of Mark-Bearing Merchandise are made to DPR Licensees (either Certified Vendors or Certified Vendor-Manufacturers). Records of sales required to be kept under the License Agreement must reflect such verification.
14. Sublicensing. Licensees may not sublicense the use of DPR's Marks without consent and approval of the sublicensing agreement in writing. Must contact vendor@communicationsatdpr.com.
15. Display of License. The Licensee shall always display the Certificate or Seal when selling Mark-Bearing Merchandise.
16. No Degrading Use. No DPR Marks shall be used on alcohol or tobacco containers, on personal checks, in casket linings or in conjunction with vulgar images or language. DPR's Marks shall not be

used upon tombstones unless such use is approved in writing in advance by contacting vendor@communicationsatdpr.com.

17. No Selling of Subscription Boxes Containing Merchandise Bearing Marks. Licensee will not market, offer or sell any recurring physical delivery services that distribute Mark Bearing Merchandise on a subscription basis ("Subscription Products").

DPR'S CUSTOMS AND TRADITIONS

1. The official flower of the Sorority is the Peony. The color is pink. Various shades of pink peonies is acceptable.
2. The official mascot of the Sorority is the Phoenix.
3. The official colors of the Sorority are navy blue, hot pink, and gold. Dark blue is acceptable for navy, but not bright or royal blue. Hot pink is often described as magenta or fuchsia. Yellow may not be substituted for gold.
4. The official motto is "Filling the Voids."
5. DPR's crest is two symmetrical phoenixes behind a white shield with our motto "filling the void" written in Greek letters across the top. The sides show our founding year and full sorority name written out and bottom our founding chapter city. The front panels alternate navy blue and white and each house one of our icons begins with the "crown" upper left, the "sisterhood" icon upper right, "peonies" lower left, and "pearls" lower right.

******Upon approval, Licensee will receive a welcome packet with Certificate, Seal, and approved DPR marks.***

LICENSEE CODE OF CONDUCT

As a Licensee of Delta Psi Rho Sorority, Incorporated, you are expected to:

1. Professionalism:
 - 1.1. Ethical Behavior: Conduct all business activities with the highest ethical standards.
 - 1.2. Courtesy: Treat customers, colleagues, and representatives of the licensing authority with respect and courtesy.
2. Compliance:
 - 2.1. Regulatory Compliance: Abide by all local, state, and federal regulations relevant to your industry.
 - 2.2. License Display: Ensure that your license is prominently displayed at your business premises as per the terms of the licensing agreement.
3. Product and Service Quality:
 - 3.1. Quality Assurance: Maintain the quality and consistency of products and services as specified in the licensing agreement.
 - 3.2. Compliance with Specifications: Adhere to the specifications outlined in the licensing agreement for product/service consistency.
4. Customer Communication:
 - 4.1. Professionalism: Interact with customers in a professional and courteous manner.
 - 4.2. Transparency: Provide accurate information to customers regarding products, services, and pricing.

- 4.3. Prompt Response: Handle customer concerns promptly and professionally, seeking resolution to their satisfaction.
5. Brand Representation:
 - 5.1. Consistent Branding: Present our brand consistently and professionally in all marketing and promotional materials.
 - 5.2. Logo Usage: Adhere to guidelines on the proper use of logos and other branding elements.
 - 5.3. Accurate Representation: Ensure that all marketing materials accurately represent the licensed products or services.
6. Reporting and Communication:
 - 6.1. Sales Reporting: Upon request, provide accurate and timely reports on sales and related metrics.
 - 6.2. Documentation: Keep records of transactions, communications, and any other relevant business activities.
 - 6.3. Communication: Keep open lines of communication with the licensing authority. Notify promptly of any changes in operations or significant developments.
7. Confidentiality:
 - 7.1. Data Security: Safeguard any confidential information shared by the licensing authority.
 - 7.2. Non-disclosure: Refrain from sharing proprietary information with third parties without explicit consent.
8. Marketing and Promotion:
 - 8.1. Approval Process: Seek approval for any new marketing or promotional platforms that include the licensed brand.
9. Training and Development:
 - 9.1. Training Requirements: Participate in any training programs deemed necessary by the licensing authority.
 - 9.2. Feedback: Provide and be open to feedback to foster continuous improvement.
 - 9.3. Performance Evaluation: Be open to periodic performance evaluations as part of the licensing relationship.
10. Termination and Renewal:
 - 10.1. Renewal: Ensure timely renewal of your license to avoid disruptions in business operations.
 - 10.2. Early Termination:
 - 10.3. Termination: Abide by the terms and conditions outlined in the licensing agreement in the event of termination. Notify promptly if unable to continue the partnership.

Failure to comply with this Code of Conduct may result in a review of the licensing agreement and, if necessary, termination of the partnership.

Thank you for being a valued member of our licensed vendor network. Your commitment to these guidelines contributes to the success of our shared goals. If you have any questions or concerns, please don't hesitate to reach out to the licensing authority. We look forward to a prosperous partnership!

No Guarantee of Acceptance/License Fees Please note that by providing you with this Application packet or by reviewing your completed submission and/or any supporting materials, DPR does not have any obligation to grant you a Certified Vendor License.

A non-refundable processing fee of \$25.00 USD is to be submitted at the time of application submission. Applications submitted without payment will not be reviewed. Payment Link (expires September 20th, 2024) <https://www.deltapsirho.com//paylink/AZGw-LX7>

*****This document may be amended with just cause and thirty (30) day written notice to all licensees. Licensee has the right to reject amendment without penalty.**