



E-ISAC

ELECTRICITY
INFORMATION SHARING AND ANALYSIS CENTER



E-ISAC

ELECTRICITY
INFORMATION SHARING AND ANALYSIS CENTER



Guidelines for Using the Electricity Information Sharing and Analysis Center's ("E-ISAC") Trademarks and Copyrights

The E-ISAC is the sole and exclusive owner of its trademarks, “E-ISAC Logos” (seen above) and “E-ISAC” in standard character (“Word Mark”) (collectively, the “E-ISAC Marks”), related to timely, reliable, and secure information exchange to help ensure overall reliability of the Bulk Electric System. The E-ISAC is a department within the North American Electric Reliability Corporation (“NERC”). Any use of any NERC trademark or copyright (as defined in the NERC Trademark Policy) must comply with NERC’s Trademark Policy located [here](#).

By using an E-ISAC Mark, in whole or in part, the User agrees to be bound by the terms herein and acknowledges that the E-ISAC is the sole owner of the trademark and promises that such User will not interfere with E-ISAC’s rights in the trademark, including challenging E-ISAC’s use, registration of, or application to register such trademark, alone or in combination with other words, anywhere in the world, and that such User will not harm, misuse, or bring into disrepute any E-ISAC trademark. The goodwill derived from using any part of an E-ISAC trademark exclusively inures to the benefit of and belongs to the E-ISAC. Except for the limited right to use as expressly permitted under these Guidelines, no other rights of any kind are granted hereunder, by implication or otherwise. Nothing contained in these Guidelines limits the E-ISAC’s ability to pursue any available remedy by law or in equity, and E-ISAC shall not hesitate to take any necessary action to protect its intellectual property.

If a User has any questions regarding these Guidelines, please contact NERC’s General Counsel.

Authorized Use of E-ISAC Trademarks

All trademarks are subject to “nominative use rules” that allow the use of the trademark to name the trademarked entity in a way that is minimal and does not imply a sponsorship relationship with the trademark owner.

1. **Advertising, Promotional, and Sales Materials:** Only NERC and the E-ISAC, may use the E-ISAC Logos in advertising, promotional, and any other materials.
2. **Compatibility:** Third parties may only use the E-ISAC Word Mark (but not the E-ISAC Logos or other E-ISAC-owned graphic symbol/logo) in a **referential phrase** on packaging or promotional/advertising materials to describe that the third party product/service is designed to bring such third party’s customers into compliance with a NERC Reliability Standard or information exchange security requirements related to the Bulk Electric System. Third parties may also use the E-ISAC Word Mark to (1) reference a NERC Reliability Standard or E-ISAC security



initiative and (2) reference E-ISAC as the electricity information sharing and analysis center. All such uses shall comply with the following requirements:

- a. The E-ISAC Word Mark is not part of the product/service name.
 - b. The E-ISAC Word Mark is used in a referential phrase such as “designed to” or “compatible with,” or “in support of.”
 - c. The E-ISAC Word Mark appears less prominent than the product/service name.
 - d. The product/service is, in fact, compatible with, or otherwise complies with, the referenced NERC Reliability Standard or E-ISAC information exchange initiatives.
 - e. The reference to E-ISAC does not create a sense of endorsement, sponsorship, or false association with E-ISAC.
 - f. The use does not show E-ISAC in a false or derogatory light.
3. **Publications, Seminars, and Conferences:** A User may use the E-ISAC Word Mark in connection with book titles, magazines, periodicals, seminars, or conferences provided such User complies with the following requirements:
- a. The use is referential and less prominent than the rest of the title.
 - i. Acceptable: XYZ CONFERENCE for E-ISAC’s Cyber Risk Information Sharing Program
 - ii. Unacceptable: E-ISAC Cyber Risk Information Sharing Program ESSENTIALS CONFERENCE
 - b. The User’s name and logo appear more prominent than the E-ISAC Word Mark on all printed, electronic, or any other materials related to the publication, seminar, or conference.
 - c. The E-ISAC Logo or any other E-ISAC-owned graphic symbol, logo, icon, or image does not appear on or in the publication, or on any materials related to the publication, seminar, or conference without E-ISAC’s express written consent.
 - d. There should be nothing else in such use of the E-ISAC Word Mark or in any circumstances that would lead the public to believe there is an association with, or an endorsement by, E-ISAC that does not exist, and the E-ISAC Word Mark should only be used to refer to E-ISAC as the electricity information sharing and analysis center, as the E-ISAC relates to NERC Reliability Standards, or E-ISAC information exchange initiatives that are the subject of the publication, seminar, or conference.



4. **Web Sites:** Websites that serve only as noncommercial electronic informational forums concerning an E-ISAC initiative may use the appropriate E-ISAC Word Mark, provided such use complies with the guidelines set forth in Section 3 above.

Unauthorized Use of E-ISAC Trademarks

1. **Company, Product, or Service Name:** A User may not use or register, in whole or in part, any of the E-ISAC Marks, including E-ISAC-owned graphic symbols, logos, icons, or an alteration thereof, as or as part of a company name, trade name, product name, or service name except as specifically provided in these Guidelines.
2. **E-ISAC Logos and E-ISAC-owned Graphic Symbols:** A User may not use the E-ISAC Logos or any other E-ISAC-owned graphic symbol, logo, or icon on or in connection with a website, products, packaging, manuals, promotional/advertising materials, or for any other purpose except pursuant to an express written trademark license from NERC.
3. **Disparaging Manner:** A User may not use an E-ISAC Mark or any other E-ISAC-owned graphic symbol, logo, or icon in a disparaging manner.
4. **Endorsement or Sponsorship:** A User may not use any of the E-ISAC Marks, including E-ISAC-owned graphic symbols/logos, or icons, in a manner that implies E-ISAC's affiliation with or endorsement, sponsorship, or support of such User or a third party product or service.
5. **Domain Names:** A User may not use an identical or virtually identical trademark to the E-ISAC Marks as a second level domain name.
 - a. Not Acceptable: "eisac.com" "cybersecurityeisac.com" "eisacsecurity.com"

Rules for Proper Use of E-ISAC Trademarks

1. Trademarks are adjectives used to modify nouns; the noun is the generic name of a product or service.
2. As adjectives, trademarks may not be used in the plural or possessive form.
 - a. Correct: XYZ complies with E-ISAC security requirements.
 - b. Incorrect: E-ISAC Cybersecurity Software

Depictions of E-ISAC and E-ISAC Initiatives

1. **Endorsement or Sponsorship:** E-ISAC does not support the use of its logos, name, or E-ISAC Marks by third parties in marketing, promotional, or advertising materials, as their use may create the perception that E-ISAC endorses or sponsors the product, service, or promotion.
2. **Compatibility/Compliance With:** A security software developer or provider of network security services that support an E-ISAC initiative, may use the E-ISAC Word Mark to depict that its product or service is compatible/compliant with, or otherwise properly assists its customers in



participating in an E-ISAC information sharing initiative, provided such User complies with the following requirements:

- a. Such User's product or service if used, in fact, causes the User's customer(s) to comply with the identified E-ISAC technical standards for security information exchange.
- b. The reference to E-ISAC does not create a sense of endorsement or sponsorship by, or other false association with E-ISAC.

Governing Law

Any dispute arising out of a violation of these Guidelines shall be governed by and construed, interpreted, and enforced in accordance with the laws of the District of Columbia, without giving effect to any choice of law principles or provisions relating to conflict of law that would require the laws of another jurisdiction to apply.