**Use of the ITER name or logo**

1. **INTRODUCTION**
	1. The ITER logo is protected under Article 6ter of *the Paris Convention for the Protection of Industrial Property of 1883 (1967 Stockholm Act).*
	2. Entities must obtain permission before using the ITER name or Logo. The use of the ITER Organization’s logo by entities may be permitted subject to the procedure outlined below.
	3. The ITER Organization will examine an entity’s application for the use of the ITER logo and may grant permission (license) on a case by case basis.
2. **PROCEDURE TO REQUEST TO USE the ITER LOGO**
	1. Entities must fill the “Request to use the ITER logo” form at Annex A.
	2. ITER Organization shall examine the request and, if permission is granted, the use of the logo shall be subject to the term and conditions in the Logo License Agreement at Annex B, which comprise the following:
		1. General Conditions for the use of the logo
		2. Special Conditions (if any, depending on the specific request by the requesting entity)
		3. Guidelines (visual specifications) for the use of the logo.
	3. ITER Organization shall communicate its approval of the request, including any specific conditions it may have.
	4. If the entity agrees to all the conditions (general and special), it must sign the license agreement and return to ITER Organization for countersignature.
	5. The use of the ITER logo may not begin before both the entity and ITER Organization have signed the license agreement.
	6. A copy or the agreement shall be provided to the entity, scanned documents and e-mail communications are authorized.
3. **CONTACT AT ITER ORGANIZATION**
	1. Entities should address their completed requests to ITER Organization at:

ITERCommunications@iter.org

1. **ANNEXES**
	1. Annex A – Request to use the ITER Logo
	2. Annex B – Terms and Conditions for the Use of the ITER name or logo (License Agreement)

**ANNEX A – REQUEST TO USE THE ITER LOGO (Licensee Request Form)**

|  |  |
| --- | --- |
| **1.** | **Identity of the Requesting Entity** *(name, location, field of trade/industry, point of contact)* |
| **2.** | **Relationship to ITER Organization or the ITER Project** *(if any)* |
| **3.**  | **Nature of the request** *(intended use of the ITER name or logo, duration, types of support and/or media, countries, etc., disclose drafts or projects, if any. Please be as exhaustive as you possible.)* |

**ANNEX B – LICENSE TO USE THE ITER LOGO**

**PART 1: INTRODUCTION**

This Logo License Agreement (‘’License’’ or “Agreement”) is made by and entered into between ITER Organization (‘’Licensor’’) and (‘’Licensee’’), the individual or entity who agrees and accepts the following terms and conditions of this Agreement.

This Introduction, the Special Conditions (if any), the General Conditions, and the Guidelines for the use of the ITER logo all constitute the Logo License Agreement and are integral part of it. The Logo License Agreement takes precedence over the Licensee Request Form, which may be enclosed to this Logo License Agreement for information only.

**PART 2: SPECIAL CONDITIONS**

1. **TERM AND TERMINATION**

This Agreement shall take effect on the Effective Date and shall be in force until [date] or for [years], unless terminated earlier according to the General Conditions of this License.

1. **PERMITTED USE:** In addition to the general conditions below, the Licensee is allowed to:

**[n/a]**

1. **OTHER SPECIAL CONDITIONS** (if any)

**[n/a]**

**PART 3: GENERAL CONDITIONS**

1. **DEFINITIONS**
	1. **“Effective Date”** means the later of the signature dates below and shall be the date on which the Logo Agreement takes effect and the ITER logo can be used.
	2. **“Logo”** means the ITER Organization logo, trademark, name, acronym and combination thereof.
	3. **“product”** and **“service”** means any and all of the Licensee’s products and/or services, current and future, whether they have ever been used by ITER Organization or not.
	4. **“promotional and/or advertising materials”** means all and any internal and external communication materials, regardless of their form, media or version, and regarding of the platform used, including, but not limited to Website(s), brochures, pop-up or other banners, stickers, videos, etc.
	5. **“Termination”** shall mean the date on which all rights granted to the Licensee under this License terminate.
2. **LICENSE GRANT**
	1. Subject to the Licensee’s compliance with the terms and conditions herein, ITER Organization grants the Licensee a non-exclusive, non-transferable, personal license to use the Logo in accordance with the terms and conditions of the present Agreement.
	2. Licensee agrees to conform with all the visual specifications outlined in the present Agreement and with any other instructions or directions regarding the use, appearance and placement of the Logo.
	3. The present Agreement does not grant any license – whether express or implied – to any technology, documentation or proprietary rights other than the ones under permitted under this License.
	4. All rights not expressly granted in the present Agreement are reserved by ITER Organization.
3. **PERMITTED USE AND RESTRICTIONS**
	1. Licensee will only use the Logo for the purposes described in the Licensee Request, as supplemented or amended in the **Special Conditions** of this License.
	2. In addition to the above, Licensee will only use the Logo to identify itself factually in relation to ITER Organization, and shall not suggest any endorsement by ITER Organization of its Products or Services.
	3. ITER Organization may, at any time and at its sole discretion, request that Licensee discontinues or modifies its use of the ITER Logo.
4. **OWNERSHIP**
	1. Licensee acknowledges ITER Organization’s sole ownership of the Logo, and that ITER Organization retains all right, title and interest in the Logo.
	2. Licensee shall not use the Logo in any manner that may diminish or otherwise damage ITER Organization’s rights, title or interest in the Logo.
	3. Licensee will not adopt, register or use any corporate name, trade name, trade mark or domain name, service mark or other designation confusingly similar to the Logo.
5. **DISCLAIMER OF WARRANTY AND LIMITATION OF LIABILITY**
	1. ITER Organization makes no warranties, express or implied, statutory or otherwise with respect to the Logo.
	2. ITER Organization shall not be liable for any consequential, incidental, indirect or special damage (including loss of business profits) arising from or related to Licensee’s use of the Logo, regardless of the origin or basis of the damage or liability.
6. **INDEMNIFICATION**
	1. Licensee shall indemnify and defend ITER Organization against any and all third party claims, damages, costs and expenses (including attorney’s fees)related to Licensee’s use of the Logo.
	2. In addition, Licensee shall promptly inform ITER Organization in writing of any claim brought against the Licensee related to the Licensee use of the Logo.
	3. Notwithstanding the above, Licensee has sole control over the defence of Licensee. ITER Organization may agree, at its sole discretion, to assist the Licensee, at the Licensees expense.
7. **MISCELLANEOUS PROVISIONS**
	1. Licensee may not assign any of its rights or delegate its obligations under the present Agreement, in whole or in part, without the prior written consent of ITER Organization.
	2. ITER Organization may, at any time, request to control the use of the Logo by Licensee. Upon request by ITER Organization, Licensee shall provide ITER Organization with reasonable evidence of its compliance with the terms of this Agreement.
	3. This License, as defined in the **Introduction**, comprises the entire agreement between ITER Organization and Licensee concerning its subject matter, and supersedes all prior or contemporaneous communications, including, in case of discrepancies, the Licensee Request to use the Logo form.
	4. If any provision (or portion) of this Agreement shall be held illegal, invalid or unenforceable, the remaining provisions shall remain in full force and effect.
8. **TERMINATION AND EFFECTS OF TERMINATION**
	1. This Agreement shall remain in force for the duration stated in the **Special Conditions**, after which it will terminate automatically.
	2. In addition, this Agreement may be terminated by either ITER Organization or the Licensee upon serving prior written notice to the other party.
	3. ITER Organization or the Licensee shall have the right to immediately terminate this Agreement for breach by the other party, if such breach has not been cured within ten (10) days of written notice to the other party of such breach .
	4. Upon expiration or termination of this Agreement, the Licensee shall immediately cease all use of the Logo. However, unless the Agreement is terminated for breach, and subject to Paragraph 3.3, Licensee may distribute then-existing promotional or advertising materials containing the Logo for a period of sixty (60) days from termination, or expiration of the term, provided the use of the Logo complies with this License.
	5. Neither ITER Organization nor the Licensee shall be liable for any termination or expiration of this Agreement.
	6. The provisions of paragraphs 5, 8, 9, 10, and 11 shall survive the expiration or termination of this Agreement.
9. **SETTLEMENT OF DISPUTES**
	1. The present License Agreement is governed by its own terms. French law may be used for interpretation purposes only.
	2. Disputes arising out of or in connection with the interpretation or implementation of this Agreement shall be settled by consultation, mediation or arbitration, in that order of priority. In case of mediation or arbitration, the competent jurisdiction shall be the International Chamber of Commerce (ICC) Paris, under its corresponding Rules. The seat shall be Paris and the language of proceedings shall be English.
10. **PRIVILEGES AND IMMUNITIES**

Nothing in the present License shall be construed as waiver, whether expressed or implied, of any of the privileges and immunities of ITER Organization, its Members or their respective representatives.

1. **NOTICES AND NOTIFICATIONS**

All notices in connection with this license agreement shall be done in writing, addressed as stated below, and shall be deemed given when :

* + - Deposited in the mail, postage prepaid, certified or registered, return receipt requested, or
		- Sent by e-mail.
	1. **If by registered mail:** ITER Organization, Building 72/5016

Route de Vinon-sur-Verdon - CS 90 046

13067 St Paul Lez Durance Cedex - France

* 1. **If by e-mail:** ITERCommunications@iter.org

**PART 4: GUIDELINES (VISUAL AND OTHER SPECIFICATIONS) FOR THE USE OF THE ITE LOGO**

Licensee must comply with all of the below specifications.

* ITER Organization and the Licensee must both sign this Logo License Agreement before using the logo.
* Licensee will not alter the Logo in any way. The Logo may not be combined with any other symbols including, words, logos, icons, graphics, photos, slogans, numbers, or other design elements.
* Neither the Logo, nor any element thereof may be used as a design feature in any materials or products
* The Logo may not be used in any manner that expresses or may express or might imply ITER Organization affiliation, endorsement or sponsorship, unless otherwise specified in the **Special Conditions**.
* Licensee may not use the Logo in a manner that might suggest co-branding or otherwise create a potential confusion as to the source of any material or product or ownership of the Logo.
* The first use of the Logo in a document must have the following footnote “TM – ITER is a trademark of the ITER Organization.”
* The Logo is approved for use only in the colour treatments provided in this License, which are

PMS 1235 (Noon Yellow), Gray (40% black), or reversed out to white over an image or back­ground color. The ITER logo may not be reconstructed or altered in any way and must be reproduced using digital files provided by ITER Communication.

* When used in any association with a product or service, Licensee must affix the following statement:

*“This is not an official ITER Organization product. The ITER logo is used here by courtesy of the ITER Organization and does not imply endorsement by ITER Organization.”*

|  |  |
| --- | --- |
| For the Licensee | For ITER Organization (Licensor) |
| Name and Function *(print)**(Date and Signature)* | Name and Function *(print)**(Date and Signature)* |