

# Intellectual Property Regulations

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## 1. Introduction

- 1.1 Unless specified otherwise, defined terms used in these Intellectual Property Regulations (**these Regulations**) (denoted by initial capital letters) have the meaning given to them in the Constitution, and the rules of interpretation set out in Appendix 1 to the Constitution apply to these Regulations.

## 2. Ownership

The IPC is the exclusive owner of the following assets and intellectual property rights:

### Paralympic Games

- 2.1 The IPC is the exclusive owner of the Paralympic Games and owns all rights relating to the Paralympic Games. In these Regulations the term 'Paralympic Games' refers to both the summer and winter editions.
- 2.2 The rights in the Paralympic Games include, in particular and without limitation, all rights relating to the organisation of the Paralympic Games, their commercial, marketing and cultural exploitation, the broadcasting of the Paralympic Games and all audio and audio-visual content and recordings from the Paralympic Games, and the right to (and to authorise others to) transmit, reproduce, display, disseminate, make available and communicate to the public such content and recordings by any means now known or to be developed in the future.
- 2.3 References to the Paralympic Games will include all preliminary, qualifying, trial heats, semi-final and final competitions in all sports of the official Paralympic Games sport programme, and:
- (a) opening, closing, awards and other official ceremonies held as part of the celebration of the Paralympic Games;

- (b) cultural, educational and sporting events that relate to the Paralympic Games, that are organised, presented or officially authorised by the IPC or the respective organising committee (OCOG);
- (c) the torch relay, including its domestic and international editions; and
- (d) athletic exhibitions and sports demonstrations (not forming part of the official sport programme) that are organised, presented or officially authorised by the IPC or the respective OCOG.

- 2.4 The IPC owns all the marketing and commercial rights to the Paralympic Games including the right to sell sponsorship packages, other rights of association, the right to grant supplier status and to create licensing and merchandise programmes. The IPC may authorise any third party to exploit these rights on such terms as it sees fit.
- 2.5 The IPC controls the conditions of access to the Paralympic Games, including for athletes, officials, spectators and other general public admission, media and sponsor representatives.
- 2.6 The IPC owns all the data and the intellectual property in creative works made or generated as part of the organisation, marketing and promotion of the Paralympic Games and controls the conditions under which this data and the creative works are made available, distributed and used.

#### Paralympic Properties

- 2.7 All rights to any of the Paralympic Properties, including the right to use, transfer and license the use of the Paralympic Properties for any purpose, belong exclusively to the IPC.
- 2.8 The IPC may license and authorise any third party to exploit the Paralympic Properties under such terms and conditions as it sees fit.
- 2.9 The term 'Paralympic Properties' refers to the following (all as further described below):
- (a) the Paralympic Terminology;
  - (b) the Paralympic Symbol;
  - (c) the Paralympic Flag;
  - (d) the Paralympic Anthem;
  - (e) Paralympic Identifications and Designations;

- (f) Paralympic Emblems;
- (g) the Paralympic Flame and Torches;
- (h) all audio and audio-visual content and other assets that incorporate such content from the Paralympic Games;
- (i) musical works;
- (j) other creative works that might be developed in connection with the Paralympic Games, including all intellectual property and other rights related to them; and
- (k) the Para Marks.

2.10 In addition to the requirements of these Regulations, the Paralympic Properties must only be used as set out in the relevant provisions of the IPC Brandbook and any other applicable regulations or requirements published by the IPC from time to time.

#### 2.10.1 Paralympic Terminology

The Paralympic Terminology consists of the word 'Paralympic' and all its derivations, such as 'Paralympian', 'Paralympism', 'Paralympiad', and national translations of those words approved by the IPC (such as 'Paralympski', 'Paralympique' and 'Paralympisch'). The IPC does not permit the combination of Para with the mark Olympic or any Olympic terminology (in any language), such as 'Paraolympic' or 'Para-olympic'.

In order to preserve the distinctive and unique value of the Paralympic Terminology it must be used consistently by all IPC members and other stakeholders and in accordance with the IPC's directions. Derivations or variations not permitted under these Regulations, the IPC Brandbook or other applicable regulations or requirements, must not be used.

It is not permitted to incorporate or link a third party trade mark with the Paralympic Terminology without the prior written permission of the trade mark owner and the IPC.

### 2.10.2 Paralympic Symbol

The Paralympic Symbol is set out below. It consists of the three Agitos design in red, blue and green.



The IPC Brandbook provides detailed guidance on the use and representation of the Paralympic Symbol.

### 2.10.3 Paralympic Flag

The Paralympic Flag shows the Paralympic Symbol centred on a white background. The Paralympic Flag may only be used at official IPC events or with the prior written approval of the IPC.

The official IPC events where the Paralympic Flag may be used include the Paralympic Games, official regional Para sport games, the IPC General Assembly and the General Assemblies of the Regional Organisations. The Paralympic Flag may not be used at Para sport championships without the prior written permission of the IPC.

### 2.10.4 Paralympic Anthem

The Paralympic Anthem is called 'Hymn de l'Avenir' (which translates into English as 'Anthem of the Future'). It is a musical work for orchestra specifically commissioned by the IPC from the French composer Thierry Darnis. The Paralympic Anthem may only be played (at the direction of the IPC) at the opening and closing ceremonies of the Paralympic Games and at such other events approved by the IPC in advance in writing.

### 2.10.5 Paralympic Identifications and Designations

A Paralympic designation is any written, visual, or audio representation of the Paralympic Games or the Paralympic Movement, and any designation that (directly or indirectly) creates an association, connection or other link with the Paralympic Games or the Paralympic Movement (whether such association, connection or link is contractual, commercial, corporate, financial, structural or non-commercial in nature).

### 2.10.6 Paralympic Emblems

A Paralympic Emblem is an integrated design associating the Paralympic Symbol with another distinctive element.

### 2.10.7 Paralympic Flame and Torches

The Paralympic Flame is the flame (or a series of flames) that is or are lit prior to each Paralympic Games under the authority of the IPC in conjunction with an OCOG. Once lit, the Paralympic Flame will travel as part of a Torch Relay to the Paralympic Games Opening Ceremony. The Paralympic Flame will be extinguished during the Closing Ceremony.

A Paralympic Torch is a portable torch intended for transportation of the Paralympic Flame. This reference will include all the replicas of the Torch.

### 2.10.8 Para Marks

The IPC is the exclusive owner of the term Para and any stylised version of the mark. The term Para is used to identify sports in which persons with a disability participate in accordance with classification rules that are compliant with the IPC Classification Code and the related International Standards.

In order to preserve the distinctive and unique value of the Para Marks they must be used consistently by all IPC members and other stakeholders and in accordance with the IPC's directions. Derivations or variations not permitted under these Regulations, the IPC Brandbook or other applicable regulations or requirements must not be used. It is not permitted to incorporate or link a third party trade mark with the Para Marks without the prior written permission of the trade mark owner and the IPC.

#### IPC approval

- 2.11 In relation to any matter prohibited under these Regulations, the IPC will have the discretion to waive the requirements of the Regulations in individual cases upon request, and subject to such conditions as it will reasonably determine.

### **3. Legal protection**

#### By the IPC

- 3.1 The IPC may take all appropriate steps in its discretion to obtain national and international legal protection of the rights over the Paralympic Games and in the Paralympic Properties for the benefit of the Paralympic Movement.

- 3.2 The IPC may at any time call upon an NPC for its assistance in obtaining legal protection for any Paralympic Properties and for the settlement of any dispute which may arise with third parties in such matters. The NPC may equally call upon the IPC to provide such assistance as reasonably required.

#### By the NPCs

- 3.3 Each NPC is responsible for ensuring that the ownership and use requirements of these Regulations are observed in its country or territory. Each NPC must take steps to prohibit the use of any Paralympic Properties within its geographical jurisdiction that would be contrary to law, the requirements of these Regulations, the IPC Brandbook or any other provision of the IPC Handbook.
- 3.4 Each NPC will create its own Paralympic Emblem in accordance with the requirements of these Regulations and any additional requirements published by the IPC from time to time (each individually an **NPC Emblem**). Following approval by the IPC, an NPC Emblem must be registered as a trade mark in the name of the NPC only within the territory or country of the NPC. The IPC's approval of an NPC Emblem is conditional upon the NPC fulfilling the design requirements of these Regulations (especially Article 4.7) and the IPC Brandbook, and on the NPC Emblem becoming registered within one year of the approval (or such longer period as may be agreed in writing with the IPC).
- 3.5 Registration of an NPC Emblem must not be used by the NPC as a ground for objecting to the IPC's registration of other Paralympic Properties including the Paralympic Symbol or the word mark 'Paralympic', whether as stand-alone trade marks or as part of a design with other elements or as a composite mark together with a third party trade mark or designation. If any national trade mark office or registry requires the consent of an NPC to the registration by the IPC (whether alone or jointly with another party) of the Paralympic Properties (including in particular the Paralympic Symbol, any Paralympic Emblem or the word mark 'Paralympic') then the NPC must give that consent without conditions or delay.
- 3.6 Each NPC undertakes to apply for any emblem registered in its name to be assigned to the IPC immediately that the NPC ceases to be a member of the IPC. Each NPC hereby appoints the IPC as its exclusive lawful attorney and agent for the purpose of executing any and all documents required to give effect to this assignment undertaking.

#### Rights are held on trust for the benefit of the IPC

- 3.7 Where a national or international law, trade mark regulation or other form of legal instrument confers a legal interest in any aspect of the Paralympic Properties (whether such interest is registered or unregistered) to an NPC then that legal right or interest will be held on trust for the benefit of the IPC (with the NPC acting in a

fiduciary capacity with regard to the said right or interest) and may only be used in accordance with these Regulations and the direction of the IPC.

#### Use of the Paralympic Properties as trade marks

- 3.8 'Paralympic' and 'Para' are distinctive trade marks and must not be used in a descriptive or generic sense to identify sport or recreation for persons with a disability. They are to be used only in the context of the Paralympic Movement and for sports where the international federation is a member of the IPC or a Recognised International Federation (and the sport is therefore governed by the IPC Classification Code and the related International Standards). The Paralympic Properties must be used to distinguish the activities of the Paralympic Movement and not to imply that they have a general, universal or descriptive nature.
- 3.9 The term 'Paralympic Games' will only be used in connection with the IPC's Paralympic Games, comprising summer and winter editions usually held in alternating biennial cycles and currently organised by an OCOG in the same city and soon after the Olympic Games. Other multi-sport events or games will not be referred to as a 'Paralympic Games' (with or without additional description or designation).
- 3.10 The IPC may issue further regulations or requirements regarding the legal protection of the Paralympic Properties, which will be designed to protect and enhance the value and recognition of the Paralympic Properties.

## **4. Use of Paralympic Properties**

### Commercial and marketing

#### 4.1 Conditions of use by the IPC

The Paralympic Properties may be exploited for any commercial and marketing purposes by the IPC (or by any third party authorised by the IPC) in the country or territory of an NPC.

#### 4.2 Category protection

The IPC and NPCs must protect the categories that are granted to the Olympic and Paralympic Worldwide Partners (currently known as the TOP programme). The IPC will notify NPCs from time to time of the blocked categories, and in any event prior to 31 December of the year of the summer Paralympic Games. These categories will not be available to the NPCs for commercial exploitation.

Where any TOP partner sponsorship conflicts with any pre-existing NPC sponsorship agreement, the following provisions will apply:

- (a) the NPC will provide to the IPC all information relating to such NPC sponsorship agreement that is reasonably requested in order that the IPC can undertake a proper assessment of any such conflict (this information may include term of contract, exclusivity provisions, territory, scope of rights granted and product or service categories). The IPC will keep such information strictly confidential save that it may share the information with the IOC but only as necessary and on terms that the IOC also treat such information as strictly confidential;
- (b) the relevant NPC must not renew or extend (or permit the renewal or extension) of such NPC sponsorship agreement beyond its current term (and therefore must serve the appropriate notice of termination as may be required under the relevant contract); and
- (c) the NPC must comply with any reasonable conditions or limitations (including marketing limitations) on the exercise of rights under the relevant NPC sponsorship agreement as are agreed between the IOC and the IPC, acting reasonably following consultation and discussion with the NPC.

#### International licensing and broadcasting

- 4.3 The IPC will be entitled to enter into agreements for the licensing of the Paralympic Properties which will include international licensing and merchandising activities.
- 4.4 The IPC may authorise the official rights holding broadcasters of the Paralympic Games to use the Paralympic Properties in the countries and territories of the NPCs to support their broadcasting operations and the promotion of the Paralympic Games. NPCs will not have any right of approval (including in respect of their country or territory) in relation to broadcasting agreements for the Paralympic Games.

#### Stamps and coins

- 4.5 NPCs may authorise the use of the Paralympic Symbol on postage stamps and coins designed and issued in cooperation with the competent national authorities in their country or territory only. The design, adoption and use of the stamp or coin must be approved by the IPC in advance.

#### NPC and Regional Organisation names

- 4.6 NPCs and Regional Organisations must include the word 'Paralympic' in their constitutional name and title. The official names of NPCs and Regional Organisations must be adopted in accordance with these Regulations and such requirements as published by the IPC from time to time, and must be approved in advance by the IPC.



### Creation of official emblem by an NPC or Regional Organisation

- 4.7 NPCs are obliged to create and protect a distinctive NPC Emblem. An NPC Emblem must be an integrated design displaying the Paralympic Symbol with other distinctive elements. The Paralympic Symbol must appear within each emblem in the manner set out in the IPC Brandbook and must comply with the following provisions:
- (a) the distinctive element of the NPC Emblem must not contain mottos, designations or other generic expressions which give the impression of being universal or international in nature;
  - (b) the area covered by the Paralympic Symbol must cover one third of the total area of the NPC Emblem, as specified in the IPC Brandbook;
  - (c) the design of each NPC Emblem must identify the country or territory of the NPC and cannot be limited to the name, or abbreviation of such name, of the country or territory; and
  - (d) the NPC Emblem must not make reference to the Paralympic Games or to a specific date or event so as to be limited in time.
- 4.8 The emblem of a Regional Organisation must consist of the Paralympic Symbol accompanied with the title '(Region) Paralympic Committee', designed in the manner set out in the IPC Brandbook.
- 4.9 The marks and other indicia of Para sport championships must not include the Paralympic Symbol and the championships must not be described as 'Paralympic' in any way.
- 4.10 Each NPC and Regional Organisation may create and adopt a team or commercial emblem with the prior written approval of the IPC (a **Team Emblem**). However, for all official and/or institutional activities (including as set out in Article 4.13) the official NPC Emblem must be used (and not the Team Emblem). The design and use of the Team Emblem must follow the requirements published by the IPC from time to time.

### Use of the Paralympic Properties by NPCs and Regional Organisations

- 4.11 Any use of the Paralympic Properties must contribute to the development of the Paralympic Movement and must not detract from its dignity or reputation. NPCs will have the right to use the Paralympic Terminology and Paralympic Symbol in accordance with these Regulations, which right is devolved from the IPC as the absolute owner of the rights and is therefore subject to the overall supervision of the IPC.

4.12 The use of the Paralympic Properties in accordance with these Regulations by an NPC must be linked to its activities in the territory or country where it has jurisdiction and must not imply that it is linked to international (e.g. more than one country) activities.

#### 4.13 Non-profit making and institutional purposes

NPCs and Regional Organisations must use their approved emblem in all non-profit making and institutional activities. These will be linked to the promotion of the Paralympic Movement and Para sport competition and development and the promotion of the IPC's vision and mission.

#### 4.14 Marketing, commercial or profit-making purposes

NPCs will be entitled to use the NPC Emblem, Team Emblem, Paralympic Terminology, Paralympic Symbol, and Paralympic Identifications and Designations for marketing, commercial or profit-making purposes provided that such use must be in accordance with the following conditions:

- It must not involve any product or service category that is protected pursuant to Article 4.2 above.
- Unless approved by the IPC first in writing, any contract concluded by an NPC with a commercial partner must not extend beyond 31 December of the year of the next summer edition of the Paralympic Games and must not contain any renewal provisions that might have the effect of extending the contract beyond this date.
- The requirements of these Regulations and the IPC Brandbook must be observed by any partner or other third party that is licensed or otherwise provided with rights to use any of the Paralympic Properties.
- The use of an NPC Emblem as well as any other symbols, emblems, marks or designations used by an NPC will only take place within the country or territory of the NPC and may not be used for any marketing, commercial or profit-making purposes whatsoever in the country or territory of another NPC without the latter's prior written approval and the consent of the IPC. As an exception to this provision the IPC recognises that there are certain uses of NPC Emblems that have been traditionally permitted outside of the NPC's territory (an example of which includes setting up and operating an NPC hospitality facility or 'House' during the period of a Paralympic Games and linked to the activities of the NPC at the Paralympic Games). Upon the application of an NPC the IPC will consider requests for a waiver of this territory restriction either on a case-by-case basis or on a more general basis where future permissions would not be required if the same conditions are met.
- Upon request by the IPC, any NPC must provide an outline of any contract to which it is a party and which involves the use of any Paralympic Property (whether such use is on a stand-alone basis or integrated as part of an NPC

Emblem or Team Emblem). In order to facilitate this exchange of information NPCs must ensure that any confidentiality provision contained in any agreement with a party that involves a licence to use the Paralympic Properties also includes a provision that permits disclosure to the IPC. The IPC will treat this information in confidence and only use it for legitimate purposes permitted under these Regulations or elsewhere in the IPC Handbook.

#### Use of the Paralympic Properties and NPC Emblem by an OCOG

- 4.15 The use by an OCOG of the Paralympic Properties and the NPC Emblem and other marks and intellectual property that have been created and are used by an NPC under the terms of these Regulations, is conditional on the following:
- The OCOG must enter into a Paralympic Joint Marketing Programme Agreement (PJMPA) with the NPC of the respective Paralympic Games host country in order to have the right to use certain Paralympic Properties for the purpose of creating a Paralympic Games emblem and promoting and staging the Paralympic Games. The PJMPA is subject to the approval of the IPC.
  - The OCOG must enter into a Marketing Plan Agreement (MPA) with the IOC, which will outline the requirements for the OCOG to develop its Paralympic marketing plan. The OCOG will not commence any activities pursuant to the MPA prior to signature of the MPA.

#### Use of the Para Marks

- 4.16 The International Federations that are members of the IPC, and the Recognised International Federations, may adopt the title 'Para [*sport name*]' as part of their official sport and federation name and/or emblem with the prior written approval of the IPC. Once approved, they may also use and exploit, and authorise third parties to use and exploit, the same adopted title ('Para [*sport name*]') in relation to national, regional and world level competitions that involve only their sport.
- 4.17 Sports and federations that are not International Federation members of the IPC or Recognised International Federations are not permitted to use the Para Marks under any circumstances.
- 4.18 NPCs and Regional Organisations must obtain the prior written approval of the IPC before creating an emblem or logo that includes the Para Marks.
- 4.19 The use and exploitation of the Para Marks by NPCs and Regional Organisations must be approved by the IPC in advance in writing.