

CHAPTER 2.9 - BYLAWS IPC INTELLECTUAL PROPERTY RIGHTS¹

1. OWNERSHIP

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

1.1 Paralympic Games (Summer and Winter)

The IPC is the exclusive owner of the Paralympic Games and owns all rights and data relating thereto, in particular and without limitation, all rights relating to their organization, exploitation, broadcasting, recording, representation, reproduction, access and dissemination in any form and by any means or mechanisms whatsoever, whether now existing or developed in the future. The IPC determines the conditions of access to and the conditions of any use of data relating to the Paralympic Games and to the competitions and sports performances of the Paralympic Games.

1.2 Paralympic Properties

In addition, the Paralympic Symbol, flag, motto, anthem, identifications (including but not limited to 'Paralympic Games' and 'Games of the Paralympiad'), designations, emblems, flame and torches, as defined below, are collectively or individually referred to as 'Paralympic properties'. All rights to any and all Paralympic properties as well as rights to the use thereof belong exclusively to the IPC, including but not limited to the use for any profit-making, commercial or advertising purposes. The IPC may license all or part of its rights on terms and conditions set forth by the IPC Governing Board.

Paralympic Symbol

The Paralympic Symbol (Three Agitos) consists of three elements in red, blue and green - the three colours that are most widely represented in national flags around the world.

The Three Agitos (from the Latin meaning 'I move') encircling a centre point symbolize motion, emphasizing the role of the Paralympic Movement in bringing athletes together from all corners of the world to compete. The symbol also emphasizes the fact that Paralympic athletes are constantly inspiring and exciting the world with their performances: always moving forward and never giving up.

¹ **Intellectual Property Rights** are the exclusive rights to possess and to use something that was produced through intellectual and creative activity; such product of the mind can be protected under patent, trademark, copyright, trade or other types of law. Intellectual property includes inventions, literary and artistic works, symbols, names, images, and designs used.



Please refer to the IPC Graphics Standard Manual for more details regarding the usage of the Paralympic Symbol.



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 upon the approval of the IPC. Please refer to the IPC Graphics Standard Manual for more details.

Paralympic Motto

The Paralympic Motto of "Spirit in Motion" captures in a concise and attractive manner the essence of the Paralympic Vision of enabling Paralympic athletes from all backgrounds to inspire and excite the world through sport. Therefore, 'Spirit in Motion' expresses the inspirational character of the Paralympic Movement as well as elite performance of Paralympic athletes. It also stands for the strong will of every Paralympian. The word 'Spirit' implies that the Paralympic Movement is not limited to high performance sport, but that there is a strong message behind our Movement. 'Motion' on the other hand implies that the Paralympic Movement aspires to be always forward looking. The Paralympic Motto was approved at the IPC Executive Board meeting in April 2003.

Paralympic Anthem

The Paralympic anthem, "Hymn de l'Avenir" or "Anthem of the Future", is a musical work for orchestra composed by Frenchman Thierry Darnis in 1996. It was approved by the IPC Executive Committee in March 1996.

Paralympic Emblem

A Paralympic emblem is an integrated design associating the three Agitos with another distinctive element. Please refer to the IPC Graphic Standards Manual for more details.



Paralympic Flame, Paralympic Torch

The Paralympic flame is the flame that is kindled under the authority of the IPC. Under the auspices of the IPC, the Paralympic Organizing Committee (POC) is responsible for lighting the flame and bringing the Flame to the Paralympic Games Opening Ceremony. The Paralympic Flame shall be extinguished during the Closing Ceremony. All arrangements for any torch relay and any use of the Paralympic Flame shall be carried out in strict compliance with the Technical Manual on Protocol & IPC Protocol Guide. A Paralympic torch is a portable torch, or a replica thereof, as approved by the IPC Governing Board and intended for combustion of the Paralympic flame.

Paralympic Designations

A Paralympic designation is any visual or audio representation of any association, connection or other link with the Paralympic Games, the Paralympic Movement, or any constituent thereof. This may also include derivatives of the word Paralympic which denotes a connection with Paralympism, the Paralympic Games or the Paralympic Movement (eg, Para-Sport, Para-Games).

2. LEGAL PROTECTION

The IPC may take all appropriate steps to obtain the legal protection for itself, on both a national and international basis, of the rights over the Paralympic Games and over any Paralympic property.

Each NPC, Regional Organization and POC is responsible to the IPC for the observance, in its country, territory or region, of the Paralympic properties as defined above and the appropriate usage as outlined below. The NPC, Regional Organization and POC shall take steps to prohibit any use of any Paralympic properties which would be contrary to such definition and usage. In consultation with the IPC, an NPC, Regional Organization and POC may also endeavour to obtain, for the benefit of the IPC, protection of the Paralympic properties of the IPC.

Where a national or international law, trademark registration or other form of legal instrument grants legal protection to an NPC, Regional Organization or POC for the Paralympic Symbol or any other Paralympic property, such NPC, Regional Organization or POC may only use the ensuing rights in compliance with the IPC Handbook and with instructions received from the IPC.

An NPC, Regional Organization or POC may at any time call upon the IPC for its assistance in obtaining legal protection for



any Paralympic property and for the settlement of any differences which may arise with third parties in such matters.

3. USAGE OF PARALYMPIC PROPERTIES BY THE IPC OR BY THIRD PARTIES AUTHORIZED OR LICENSED BY THE IPC

The IPC may create one or several Paralympic emblems which it may use at its discretion.

The Paralympic Symbol, the Paralympic emblems and any other Paralympic properties of the IPC may be exploited by the IPC, or by a person authorized by it, in the country of an NPC, provided that the following conditions are respectively fulfilled:

- a) For all sponsorship and suppliership agreements and for all marketing initiatives other than those referred to in paragraph i) below, such exploitation shall not cause serious damage to the interests of the NPC concerned, and the decision shall be taken by the IPC in consultation with such NPC in accordance with the International Marketing Programme (IMP).
- b) In the event that any NPC believes that the agreements or initiatives referred to at a) above do cause serious damage to its interests, and following a decision by the IPC to proceed with such agreements and/or initiatives following the consultation referred to, the NPC shall have the right to refer the matter to the Legal and Ethics Committee for a ruling as to whether the agreement or initiative shall be concluded or proceeded with. The NPC must state how the proposed arrangements are going to seriously damage its interests.
- c) For practical and legal reasons it is important that any reference to the Legal and Ethics Committee by the NPC shall be made as soon as is reasonable once it becomes clear to the NPC that the IPC intends to proceed with the agreement or initiative notwithstanding the objections of that NPC. The NPC will be expected to take the initiative and correspond with the IPC specifically on the issue of whether the IPC intends to proceed with the agreement or initiative they object to and the IPC shall be under a duty to inform the NPC of its intentions with regard to the agreement or initiative. If the Legal and Ethics Committee believe that the NPC has not made their complaint within a reasonable time they will be entitled to refuse to hear the complaint.
- d) Any member of the Legal and Ethics Committee who is also a member of the IPC Governing Board or affiliated with the



respective NPC shall declare a conflict of interest in the matter brought before the Committee under these provisions and shall not vote or take part in any deliberation on the question.

- e) Following the above procedure the Legal and Ethics Committee shall issue a decision, which will be binding on both the IPC and the affected NPC (unless disputed under the provisions of h) below), on the question as to whether the IPC proposal does cause potential serious damage to the NPC. If that decision is in favour of the NPC then the IPC will be obliged to make appropriate adjustments to the arrangements, which may be specified by the Legal and Ethics Committee, and if those adjustments are made then the agreement or arrangement will be permitted to proceed.
- f) An NPC who does not object to the conclusion of a commercial agreement or arrangement referred to under these provisions may still object to the activation of any such agreement or arrangement where in its opinion the activities of the commercial partner in activating its rights cause the NPC serious damage not anticipated by the NPC. The procedure will be that the NPC will first raise the matter with the IPC Management Team and if after 21 days no satisfactory solution can be found the NPC will be entitled to escalate the dispute the Legal and Ethics Committee whose powers to resolve the matter shall be the same as if the matter had come before it at an earlier stage under these provisions, save that the Legal and Ethics Committee shall have due regard to the interests of all parties including the contractual arrangements that have been entered into and the right and responsibilities of all parties.
- g) It will be for the Legal and Ethics Committee to determine whether its recommendations have been accommodated or not. The procedure available under these bylaws is not a 'arbitration procedure' but it is intended to be a serious review of the internal workings of the IPC and the rights of the Members. The Legal and Ethics Committee shall have complete discretion to call for evidence, and set the timescale and procedure.
- h) Both the IPC and the NPC shall have the right to dispute the decision of the LEC under sub-paragraphs e) and f) above before the Court of Arbitration for Sport under the Code for Sport Related Arbitration – Ordinary Procedure. The party who wishes to refer this matter to the CAS shall file its request for arbitration under Rule 38 within 21 days of the notification of the LEC decision and shall state that



the issue to be determined by CAS is whether or not the proposed sponsorship or suppliership agreement(s) or other marketing initiatives do cause serious damage to the interests of the NPC concerned. Rule 64.2 of the Code will be varied so that the applicant shall be obliged to pay the full amount of the advance costs provided for in that Rule.

- i) All net royalties from international licensing agreements will be equally divided between the respective NPC, IPC and POC with each one third (1/3).

The IPC, in its sole discretion, may authorize the broadcasters of the Paralympic Games to use the Paralympic Symbol, the Paralympic emblems of the IPC or other Paralympic properties of the IPC and the POCs to promote the broadcasts of the Paralympic Games. The provisions of paragraphs a) and b) as outlined above do not apply in respect of any such authorization.

3.1 Use of the Paralympic Symbol, Flag, Motto and Anthem

As outlined earlier in this Bylaw, the IPC may use the Paralympic Symbol, flag, motto and anthem at its discretion.

The NPCs, Regional Organisations and POCs may only use the Paralympic Symbol, flag, motto and anthem within the framework of their non-profit making and institutional activities, provided such use contributes to the development of the Paralympic Movement and does not detract from its dignity, and provided the NPCs, Regional Organisations and POCs concerned have obtained the prior approval of the IPC. Please refer to the IPC Graphic Standards Manual for more details.

3.2 Use of the word Paralympic

- a) The use of the word Paralympic by an NPC, Regional Organization and POC must contribute to the development of the Paralympic Movement and must not detract from its dignity; any association whatsoever between the word Paralympic and products or services is prohibited if such association is incompatible with the fundamental principles of the Paralympic Movement or the role of the IPC as set out in the IPC Constitution.
- b) NPCs, Regional Organizations and POCs shall include the word Paralympic in their Constitutional name and title subject to the approval of the IPC.
- c) Any usage of the word Paralympic, especially with regards to any advertising, commercial or profit-making purposes, shall not be generic and give the impression of being universal or international in nature. The usage must be in



such a way that it is clearly identified as being connected with the respective NPC, Regional Organization or POC.

- d) NPCs, Regional Organizations and POCs that wishes to use the word Paralympic should refer to the IPC Style Guide for more details about the appropriate usage.

3.3 Creation of a Paralympic Emblem by an NPC, Regional Organization or a POC

- a) A Paralympic emblem is an integrated design associating the three Agitos with another distinctive element. A Paralympic emblem must be created by an NPC, Regional Organization and POCs and is subject to the approval of the IPC prior to any usage.
- b) The three Agitos contained in such an emblem must appear in its entirety and must not be altered in any way.
- c) The distinctive element of the emblem must not contain mottos, designations or other generic expressions which give the impression of being universal or international in nature.
- d) The IPC can approve the design of a Paralympic emblem at its sole discretion and as it considers that such emblem is distinct from other Paralympic emblems.
- e) Any Paralympic emblem including the three Agitos which has been approved by the IPC before the foregoing provisions come into effect shall remain valid.
- f) Please refer to the IPC Graphics Standards Manual for more details.

3.3.1 In addition to the foregoing, the Paralympic emblem of an **NPC** must fulfil the following conditions:

- a) The area covered by the three Agitos contained in the NPC emblem must be one third of the total area.
- b) The emblem must be designed in such a way that it is clearly identified as being connected with the country or territory of the NPC concerned.
- c) The distinctive element of the emblem cannot be limited to the sole name, or abbreviation of such name, of the country of the NPC concerned.
- d) The distinctive element of the emblem must not make reference to the Paralympic Games or to a specific date or event so as to be limited in time.
- e) Please refer to the IPC Graphic Standards Manual for more details



3.3.2 In addition to the provisions outlined above in section 3.3, the Paralympic emblem of a **Regional Organizations** the following conditions:

- a) The emblem shall consist of the three Agitos accompanied with the title '(Region) Paralympic Committee' as the distinctive element.
- b) The distinctive element of the emblem must not make reference to the Paralympic Games or to a specific date or event so as to be limited in time.
- c) Please refer to the IPC Graphic Standards Manual for more details

3.3.3 In addition to the provisions outlined above in section 3.3, the Paralympic emblem of a **POC** must fulfil the following conditions:

- a) The area covered by the three Agitos contained in the POC emblem must be one third of the total area.
- b) The emblem must be designed in such a way that it is clearly identifiable as being connected with the Paralympic Games organized by the POC concerned.
- c) The distinctive element of the emblem cannot be limited to the sole name, or abbreviation of such name, of the country of the POC concerned.

Please refer to the IPC Graphic Standards Manual for more details.

3.4 **Legal Protection of Paralympic Emblems**

- a) Whenever and wherever possible, the Paralympic emblem of an **NPC** must be susceptible of registration, ie, of legal protection, by the NPC in its country. The NPC must carry out a registration within six months of such emblem's approval by the IPC and provide the IPC with proof of registration.
- b) **Regional Organizations** must protect their Paralympic emblem in accordance with the instructions of the IPC in the respective Region in consultation with the NPCs concerned. The Regional Organizations must carry out a registration within six months of such emblem's approval by the IPC and provide the IPC with proof of registration.
- c) Similarly, the **POCs** must protect their Paralympic emblems in accordance with the instructions of the IPC. The POC must carry out a registration or legislated protection in the Host Country in the name of the POC within six months of such emblem's approval by the IPC and must ensure that



all relevant documents and information have been made available to the IPC.

As for the international protection of the POC Emblem, the IPC shall be entitled carry out such protection, in the name of the IPC, in consultation with the POC. The POC shall provide the IPC with all relevant documentation in a timely manner in order that the IPC can effectively carry out such protection.

- d) IPC approval of any Paralympic emblem may be withdrawn unless the NPC, Regional Organization or POC concerned take all possible steps to protect the respective Paralympic emblem and inform the IPC of such protection.
- e) Any protection obtained by an NPC, Regional Organization or POC cannot be invoked against the IPC.

3.5 Usage of a Paralympic Properties'

Any use of an Paralympic properties must contribute to the development of the Paralympic Movement and must not detract from its dignity; any association whatsoever between a Paralympic properties and products or services is prohibited if such association is incompatible with the fundamental principles of the Paralympic Movement or the role of the IPC as set out in the IPC Constitution.

Upon request by the IPC, **any NPC, Regional Organization or POC** shall provide an outline of any contract to which it is a party and which involves the use of any Paralympic property.

3.5.1 Non-profit Making and Institutional Purposes

An **NPC, Regional Organization or POC** must use its respective IPC approved Paralympic emblem in all non-profit making and institutional activities, which are linked to the promotion of Paralympic sport and the participation in the development of the IPC's Vision and Mission statement.



3.5.2 Advertising, Commercial or Profit-making Purposes

- a) The use of a Paralympic emblem by an **NPC** for any advertising, commercial or profit-making purposes whatsoever must be in accordance with the following conditions:
- In all cases, the period of validity of any contract concluded by an NPC for any such purposes must not extend beyond 31 December of the year of the forthcoming summer edition of the Paralympic Games without the prior written approval of the IPC.
 - Any NPC wishing to use its Paralympic emblem for any such purposes whatsoever, either directly or through third parties, must comply with this Bylaw and ensure its observance by such third parties.
 - The use of a Paralympic emblem of an NPC shall only be valid within the country or territory of the said NPC.
 - The NPC emblem, as well as any other symbols, emblems, marks or designations of an NPC which refer to the Paralympic Movement, may not be used for any advertising, 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.
- b) The IPC and the **Regional Organizations** shall establish a special agreement on any usage of the Paralympic properties for advertising, commercial or profit-making purposes. . Any such usage shall not contradict with the International Marketing Programme (IMP). The protection of the adopted IPC fundraising and sponsorship programme shall have priority.
- c) The use of a Paralympic emblem by a **POC** for any advertising, commercial or profit-making purposes whatsoever must be in accordance with the following conditions:
- The POC must enter into a Paralympic Joint Marketing Programme Agreement (JMPA) with the NPC of the respective host country to have the right to use certain Paralympic properties for the express purpose of promoting and staging the Paralympic Games. The JMPA is subject to the approval of the IPC.
 - The POC will develop a Paralympic marketing plan (PMP) for the JMPA that will detail any advertising, commercial or profit-making purposes. The POC shall



not commence any activities pursuant to the JMPA prior to the IPC approval of the MPA.

- The period of validity of any contract for any advertising, commercial or profit-making purposes concluded by a POC must not extend beyond 31 December of the year of the Paralympic Games concerned. For Paralympic Winter Games, any contract must not extend beyond 31 December of the year of the following Paralympic Games.
- All such contracts or arrangements by a POC shall be signed or approved by the NPC concerned.
- Any POC wishing to use its Paralympic emblem for any advertising, commercial or profit-making purposes whatsoever, either directly or through third parties, must comply with this Bylaw and ensure its observance by such third parties.
- The Paralympic emblem of a POC, as well as any other symbols, emblems, marks or designations of an POC which refer to the Paralympic Movement, may not be used for any advertising, commercial or profit-making purposes whatsoever in the country of an NPC without the prior written approval of the IPC and the respective NPC. This does not apply for the purposes described in the IPC/IOC Agreement which is valid for the respective POC and the International Marketing Programme (IMP).

3.6. Usage of the Tae Geuks Symbol

Since 31 December 2006 all uses of the Tae Geuks symbol must cease. As an exception, historical Paralympic Games emblems that include the Tae Geuks symbol remain valid.

4. PHILATELY

The IPC encourages, in collaboration with the NPCs of the countries concerned, the use of the Paralympic Symbol on postage stamps issued in liaison with the IPC by the competent national authorities, subject to the conditions set forth by the IPC.

5. ARTISTIC AND INTELLECTUAL WORK

The POC and the NPC of the host city and country shall ensure that the procedure for designation of the IPC as owner of the copyright on any artistic and intellectual work specifically commissioned in connection with the Paralympic Games occurs to the satisfaction of the IPC.

