



## **General Terms and Conditions for the use of the SESAR Trademark and Logo**

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# General Terms and Conditions for the use of the SESAR Trademark and Logo

## Preamble

**WHEREAS**, the SESAR (Single European Sky ATM Research) programme is a research and development project launched by the European Union. The programme is the technological and operational dimension of the Single European Sky (SES) initiative to meet future capacity and air safety needs.

**WHEREAS**, the mission of the SESAR Joint Undertaking is to develop a modernised air traffic management system for Europe. This system aims at ensuring the safety and fluidity of air transport over the years, making the flights more environmentally friendly and reducing the costs of air traffic management.

**WHEREAS**, the European Union, represented by the European Commission, has registered the name SESAR as a Community Trademark, the filing date being 3 May 2006<sup>1</sup>; the trademark has been also registered in other countries worldwide (“SESAR Trademark”).

**WHEREAS**, the objective to detail the General Terms & Conditions (the “Terms & Conditions”) for the use of the SESAR Trademark and Logo incorporating the word “SESAR” (the “Logo”) is:

- to enhance the SESAR Programme’s visibility and outreach through the effective association of its name and logo with activities of its networks and partners;
- to protect SESAR’s name and Logo from inappropriate and unauthorised use.

**WHEREAS**, the visual presentation, duration and scope of the authorisation must strictly be respected.

# General Terms and Conditions for the use of the SESAR Trademark and Logo

## Article. 1 Purpose

These Terms and Conditions aim at ensuring a uniform use of the SESAR Trademark and the Logo. Any entity wishing to use the SESAR Trademark and/or the Logo shall abide by the present Terms and Conditions including its Appendix B.

## Article. 2 Definitions

<b>“Article(s)”</b>	refer(s) to the articles of the General Terms and Conditions.
<b>"EU"</b>	refers to the European Union, represented by the European Commission.
<b>“EUROCONTROL”</b>	refers to the European Organisation for the Safety of Air Navigation.
<b>"SESAR"</b>	refers to the Single European Sky Air Traffic Management Research.
<b>“SESAR Trademark”</b>	refers to the Trademark SESAR registered and owned by the European Union, represented by the European Commission.
<b>"SESAR Logo" or “Logo”</b>	refers to the SESAR Joint Undertaking copyright protected graphical representation incorporating the word “SESAR” as depicted in the Graphical Guidelines attached to these General Terms and Conditions as Appendix B.
<b>“SESAR Joint Undertaking” or “SJU”</b>	refers to the legal entity set up by Council Regulation (EC) 219/2007 of 27 February 2007 modified by Council Regulation (EC) 1361/2008 of 16 December 2008.
<b>“Registered Entity”</b>	refers to the entity whose activities and requested use of the SESAR Trademark and/or the Logo is in at least one of the situations specified in Article 3.1, registers itself according to the process described in Article 4 and, therefore, has been granted by the SJU the right to download and use the SESAR Trademark and/or the Logo in accordance with Article 3 of these Terms & Conditions.
<b>“Registration Form”</b>	refers to the form attached hereto as Appendix A.

## Article. 3 Permitted use of the SESAR Trademark and Logo

3.1 The authorisation to use the SESAR Trademark and/or the Logo may be granted by the SESAR Joint Undertaking (“SJU”) only in accordance with these Terms & Conditions,

a) where the SJU:

- co-finances specific activities performed by the entity involved as SJU Member in the SESAR Programme;
- makes contractual arrangements with the organisation for a specific activity, study, event, project, publication and/or audio-visual production; and/or
- decides to give patronage to an event or activity at the request of another organisation;

b) and when the SJU assesses that the requested use of the SESAR Trademark and/or the Logo is:

- relevant to the SJU’ strategic objectives and/or SESAR Programme;
- compliant with the values, principles and objectives of the European Union and of the SESAR Programme.

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- 3.2 The entity entitled to use the SESAR Trademark and Logo who registers itself according to the process described in Article 4 below (the “Registered Entity”) shall hereby be authorised to use the SESAR Trademark and the Logo provided that:
- it complies with these Terms and Conditions;
  - it has accepted the Graphical Guidelines attached hereto as Appendix B before downloading the Logo from the SJU website;
  - it has submitted a properly filled-in Registration Form as provided in Appendix A; and
  - the SESAR Trademark and Logo are used in connection with objectives and activities, which are compatible with the aims and principles of the EU.
- 3.3 Download and/or use of the SESAR Trademark and/or Logo indicate the Registered Entity acceptance of these Terms and Conditions.
- 3.4 The Registered Entity, which is responsible for the project, activity, study, event, publication and/or audio-visual production and to which the use of the SESAR Trademark and/or Logo has been granted, shall be responsible for ensuring that the project, activity, study, event, publication and/or audio-visual production are carried out in accordance with the applicable law and for ensuring that the appropriate insurance is maintained to cover the risks arising out of such project, activity, study, event, publication and/or audio-visual production.

### Article. 4 Process for the authorisation to download and/or use the SESAR Trademark and/or Logo

- 4.1 Prior to downloading and/or using the SESAR Trademark and/or the Logo, the requesting entity shall register itself using the Registration Form in Appendix A and available on the SJU website providing a clear description of the activities, study, project, event, publication and/or audio-visual production justifying such use. The submitted Registration Form shall constitute an integral part of these General Terms and Conditions.
- 4.2 By registering itself in order to use the SESAR Trademark and/or the Logo, the requesting entity accepts the present Terms and Conditions.
- 4.3 Unless specified otherwise authorisations to use the SESAR Trademark and/or Logo are granted in connection with specific one-off activity and/or projects that are limited in time.

### Article. 5 Prohibited Use of the SESAR Trademark and/or Logo

- 5.1 All Registered Entities shall protect the integrity of the SESAR Trademark and/or Logo and shall not use it in a context that may dilute its image.
- 5.2 In order to protect integrity and efficiency of the SESAR Trademark and Logo:
- a) the affixing for any other marking liable to deceive third parties as to the meaning and form of the SESAR Trademark and Logo is prohibited;
  - b) the Registered Entities shall not use the SESAR Trademark and Logo in any manner that is derogatory to or causes prejudices to the EU, SJU or the present Terms and Conditions;
  - c) the SESAR Trademark and Logo shall not be used in any manner that expresses or might imply SJU or EU’s affiliation, endorsement, certification, or approval, other than as set forth by the SJU or European Commission prior written authorization upon request; or to lead to misinterpretation by the public about the respective and independent status of an entity and of the European Union or the SJU.
  - d) the SESAR Trademark and Logo, or any elements thereof, may not be included in trade or business name, domain name, product or service name, trade dress, design, slogan or other trademarks. Commercial websites might use the SESAR Trademark or Logo if they are actually

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providing services that involve Sky Air Traffic Management but it must be clear that the owner of the website is independent from the EU. Non-commercial websites utilizing the SESAR Trademark or Logo for purposes of information, discussion, or promotion of the Trademark are permitted;

- e) the Registered Entities shall not combine the SESAR Trademark or Logo with any other object, including, but not limited to, other logos or marks, icons, words, graphics, photos, slogans, numbers, design features, symbols;
- f) the SESAR Trademark or Logo shall not be used as a design feature on any commercial product or service materials.
- g) the SESAR Trademark or Logo shall not be imitated in any manner;
- h) shall not be used in a way that would falsely suggest that the EU and/or the SJU is involved in or is in any way responsible for the project, activity, study, event, publication and/or audio-visual production to which the use of the SESAR Trademark and/or Logo has been authorised.

5.3 The Registered Entity can use the SESAR Trademark and/or Logo in the course of non-commercial activities related to the Sky Air Traffic Management with the exceptions provided in the Article 5. Under no circumstances shall the SESAR Trademark and/or Logo be used for commercial purposes. The sale of goods or services bearing the SESAR Trademark and/or the Logo mainly for profit is regarded as commercial use. Commercial use of the SESAR Trademark and/or Logo, in whatever form or combination, must be expressly authorised by the Executive Director of the SJU through a specific contractual arrangement.

### Article. 6 Recognition of ownership

- 6.1 The Registered Entity recognises the EU's ownership to the SESAR Trademark and the SJU's SESAR Logo copyright as indicated in the graphical guidelines Appendix B. It is understood that Registered Entities shall not acquire nor claim any rights to the SESAR Trademark and/or Logo.
- 6.2 Without prior written approval by the SJU, Registered Entities shall not use, seek to use, register or seek to register any mark, service mark or distinctive sign which contains the Logo, the word SESAR or any other wording and/or sign which is similar to the SESAR Trademark and/or Logo, likely to cause deception or confusion.

### Article. 7 Personal Data

The SJU ensures that any personal data will be kept confidential and managed according to the Regulation (EC) No 45/2001 of 18<sup>th</sup> December 2000. The Registered Entity has the right to access to and to rectify any processing of his/her personal data and may send their written requests to the following e-mail address: [sju.dpc@sesarju.eu](mailto:sju.dpc@sesarju.eu).

### Article. 8 General administrative provisions

Any communication relating to these Terms and Conditions or to their implementation shall be made in writing. Normal mail shall be deemed to have been received by the SJU on the date on which it is registered by the department responsible indicated below.

Communications should be sent to the following addresses:

**SESAR JOINT UNDERTAKING**

**Communications Sector**

**100, avenue Cortenbergh**

**B-1000 Brussels**

**Belgium**

**Tel.: +32 2 507 80 30**

**E-mail: [communications@sesarju.eu](mailto:communications@sesarju.eu)**

### Article. 9 Assignment

The Registered Entity that is responsible for the project, activity, study, event, publication and/or audio-visual production to which the use of the SESAR Trademark and/or Logo has been granted may not assign or transfer any rights or obligations, in whole or in part, to any third party without the prior written consent of the SJU. Any such attempt shall be null and void.

### Article. 10 Modifications to the General Terms and Conditions

The SJU may from time to time need to update the Terms & Conditions. The Registered Entity shall be bound by these updates made of the Terms & Conditions unless the unilateral modifications inserted by the SJU involve substantial changes that could detrimentally affect the interest of the Registered Entity.

The Registered Entity in such cases has the right to cease to use the SESAR Trademark and/or Logo without having any rights to claim for compensation from the SJU.

### Article. 11 Guarantee

The authorisation to use the SESAR Trademark and/or Logo granted by the SJU for promotional purposes does not represent a guarantee by the SJU of the quality of the item or document bearing the SESAR Trademark and/or the Logo or their conformity with the relevant standards or legislation.

The Registered Entity retains all responsibility and liability in connection with the product/design and/or any other document or item for which the use of the SESAR Trademark and/or Logo has been granted by the SJU.

The Registered Entity shall hold harmless and defend the EU and the SJU as well as their officials against any action that may be brought against the EU and/or the SJU due to a breach of its obligations of these Terms and Conditions.

### Article. 12 Notices - Correspondence

Any notices and correspondence given under or in relation to these Terms and Conditions shall be in writing, signed by or on behalf of the Party giving it and shall be served by delivering it personally *"in hand"* or by sending it by pre-paid post, recorded delivery or registered post or by fax to the address and for the attention of the relevant Party notified for such purpose or to such other address as that Party may have stipulated in accordance with this Article.

Such notices and correspondence shall be effective at the time of delivery when delivered personally *"in hand"* or upon formal receipt by the other Party.

### Article. 13 Applicable law

These Terms and Conditions shall be governed by and construed according to European Union law and, on a subsidiary basis, Belgian law.

### Article. 14 Settlement of disputes

Any dispute, controversy or claim resulting from the interpretation or application of these Terms and Conditions which could not be settled amicably, shall be submitted to the jurisdiction of the General Court in Luxembourg, subject to an appeal of the Court of Justice of the European Union.

### Article. 15 Termination of use

Authorisation granted by the SJU are deemed to be terminated if the Registered Entity is found to use the SESAR Trademark and/or Logo in any other way than as specified in these Terms and Conditions.

Regarding counterfeiting, in case of use of the SESAR Trademark and/or Logo and sabotage of its image, the SJU, EUROCONTROL and/or the EU shall be empowered to act in order to correct the situation, confiscate counterfeits, and take legal actions in accordance with the European and national law. The SJU, EUROCONTROL and the EU may delegate the present empowerment to third parties.



## **Appendix A      Registration Form**

**Company/ Name:**

**E-mail:**

**Phone number:**

**Address:**

**City:**

**Country:**

**Description of the activity, study, project, event, publication and/or audio-visual production justifying the requested use of the SESAR Trademark and/or Logo and related graphical guidelines**

**Please specify the duration of the project and geographical location of where the SESAR Trademark and/or Logo and related graphical guidelines will be implemented**

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*This Registration Form constitutes an integral part of the General Terms and Conditions for the use of the SESAR Trademark and Logo.*

*The Registered Entity herewith certifies that the above indicated information is correct.*

*The EU and SJU reserve their right to terminate the Terms and Conditions applicable between the Registered Entity if any of the data are determined to be incorrect.*

*The data collected in these Terms and Conditions will be protected and managed in accordance with the EC Regulation No 45/2001 of 18<sup>th</sup> December 2000.*

## **Appendix B      Graphical Guidelines**