CONDITIONS FOR USE OF THE BRITISH MUSEUM LOGO

(COMMERCIAL)

1. DEFINITIONS AND INTERPRETATION

1.1 In these Conditions for use of the British Museum Logo, unless the context otherwise requires, the following terms shall have the meanings given to them and the singular shall include the plural and vice versa:

i. ‘your Application’ means your completed application (in fields 1–7 to be found at the URL www.britishmuseum.org/logo) for permission to receive and use our Logo, as submitted to us by you;

ii. ‘the Approved Use’ means the use of our Logo on License Products;

iii. ‘these Conditions’ means these Conditions for the use of the British Museum Logo;

iv. ‘our Design Guidelines’ means our guidelines for the use of our Logo that we supply you on acceptance of your application (and any variation, revision or amendment from time to time supplied by us);

v. ‘Intellectual Property Rights’ means patents, rights to inventions, copyright and related rights, trade marks and service marks, trade names and domain names, rights in get-up, rights to goodwill and to sue for passing off and unfair competition, rights in designs, rights in computer software, database rights, rights in confidential information (including know-how and trade secrets) and any other intellectual property rights, in each case whether registered or unregistered and including all applications (and rights to apply) for, and renewals or extensions of, such rights and all similar or equivalent rights or forms of protection which subsist or will subsist, now or in the future, in any part of the world;

vi. ‘our Logo’ ‘the British Museum Logo’ means our Mark ‘British Museum’ or ‘The British Museum’ and all copyright, design right and other intellectual property rights subsisting in it, together with the goodwill relating to it;

vii. ‘the Licensed Products’ means the products and/or materials proposed by you in box 4 of your Application as the products/materials on which you wish to use our Logo;

viii. ‘Mark’ means a word mark(s) and/or device(s) (including our Logo);

ix. ‘the Main Agreement’ means the written agreement between you and us about which you have supplied details in box 3 of your Application (Purpose of Use of our Logo);

x. ‘our Permission’ means our non-exclusive permission to make the Approved Use in the Territory during the Term;

xi. ‘the Term’ means the dates identified by you in box 5 of your Application (Dates between which you will use our Logo on the Licensed Products);

xii. ‘the Territory’ means the territory or territories identified by you in box 6 of your Application (Territory in which you will use our Logo on the Licensed Products);

xiii. ‘we’ ‘our’ ‘us’ ‘ourselves’ means the Trustees of the British Museum, a body corporate by virtue of section 1 British Museum Act 1963 of Great Russell Street London WC1B 3DG;

xiv. ‘you’ ‘your’ ‘yourself’ means you, the party identified in box 1 (about you) of your Application;

1.2 In the event of any conflict between these Conditions and the Main Agreement, these Conditions shall prevail unless the contrary intention is expressly indicated in the Main Agreement.
1.3 The clause headings in these Conditions are for identification purposes only and shall not affect the meaning of the clauses themselves.

2. SCOPE OF PERMISSION TO USE OUR LOGO

2.1 We give to you our Permission subject to these Conditions and you undertake to us not in any circumstances to make any use of our Logo for any purpose involving the marketing, advertising, sale or supply of any goods or services of any description for any purpose or at any time or in any place other than as is expressly contemplated by our Permission.

2.2 If the Territory includes only a part of the European Economic Area as from time to time constituted (‘the EEA’) or any successor organisation to the EEA, you shall be entitled to fulfil unsolicited requests to supply a Licensed Product from third parties situated outside the Territory but within the EEA.

2.3 You must not modify, change, alter, delete from or add to our Logo, including but not limited to making any change in text, graphics or colour. You agree that you will not use any of our designs or logos except our Logo or any other designs for any Mark belonging to us and provided to you by us.

3. QUALITY CONTROL

3.1 You undertake to use our Logo in accordance with our Design Guidelines provided in writing to you by us from time to time, and you hereby undertake that the Licensed Products shall be:

i. of good quality in design, material, and workmanship

ii. safe, non-injurious and suitable for the intended purpose

iii. in keeping with our reputation as an international museum and/or our Logo both in the manner of the Approved Use and context of the Licensed Product

iv. carried out in strict compliance with these Conditions, the rights of any other party and all applicable laws, codes of practice, standards and regulations in effect in the Territory, and (where applicable) shall include appropriate warnings and be labelled so that the manufacturer of them is clearly identifiable

v. approved by us in accordance with the provisions of clauses 3.2–3.5.

3.2 You must deliver true and accurate samples of artwork, screen-shots, drafts or mock ups for any Licensed Products on which our Logo is to appear for our review prior to publication or production. You must not publish, distribute or otherwise disclose products and/or materials incorporating our Logo without our prior written consent in accordance with this Clause. Where Licensed Products do not conform to your obligations under these Conditions, you shall make any changes as are requested by us immediately.

3.3 We will endeavour to respond to requests for approval of Licensed Products on which our Logo (or any reference to us) will appear within two (2) business days in each case after we receive such requests and if no response is given within this time you may deem our consent to be not given. If we approve Licensed Products you shall not modify, edit, add to, reformat or otherwise change them in relation to our Logo except with our prior written consent.

3.4 If the Main Agreement contains provisions for our approval of samples of products and/or materials comprised in the Approved Use prior to use:

i. the procedure for the approval of samples set out in the Main Agreement shall apply to approval of samples under these Conditions

ii. you must provide such samples and any supported information to us at any address specified in the Main Agreement
3.5 If the Main Agreement contains no provisions for our approval of samples of Licensed Products prior to use you must provide such samples together with a written request for approval of them to us at the email address from which you receive our Design Guidelines stated at clause 7.1 below.

3.6 You warrant to us that of Licensed Products shall conform in every way to the samples approved by us pursuant to clauses 3.2–3.5 and undertake that:

i. You will make no use of our Logo or Licensed Products other than for the purposes of complying with clauses 3.1–3.5 as appropriate unless and until you have our express written approval.

ii. You will not make any alterations, modifications or changes to the Licensed Products without our specific written consent. If any changes are made, the provisions of clauses 3.1–3.5 as appropriate shall apply.

iii. You will supply to us free of charge further samples of Licensed Products as issued no later than the first day on which the same are so released, and, upon request by us (at intervals not more frequent than quarterly) and at our cost (which shall be at cost or the best trade price if greater), supply to us further samples of the Licensed Products as published, manufactured, sold, issued or made available.

3.7 Save as otherwise provided by the Permission or the Main Agreement you shall not display on or include our Logo in web pages of your website containing any content, products, services or information that we deem to be injurious to our reputation, unfavourable to our image or otherwise undesirable.

3.8 You agree not to adopt or apply for or use any other trade mark, trade name, corporate name or design which would be similar to or confused with our Logo and, further, that you shall not claim any rights or interest in our Logo by way of your licensed use of the same at any time and that you will not directly or indirectly at any time dispute or contest the validity or enforceability of our Logo nor encourage or assist anyone else to do the same.

3.9 You agree that subject to any lawful and overriding security interest or legal duty to which you are subject you permit us to access all areas of your website, including any password-protected areas, where use is made of our Logo for the purpose of inspecting such use but for no other purpose.

3.10 On request you shall, subject to any lawful and overriding security interest or legal duty to which you are subject, provide us with relevant and applicable metatags used in connection with the your website and you shall make any deletion to that list of metatags as we may request as necessary for the protection of our Logo.

4. **OWNERSHIP OF OUR LOGO**

4.1 You acknowledge our legal ownership of our Logo. Your entitlement to display our Logo is limited to Licensed Products on the express terms of our Permission, these Conditions and the Main Agreement. No other right to our Logo, express or implied, is granted to you by virtue of our Permission and we reserve the right to use our Logo in relation to all products and services.

4.2 You agree that you shall not do anything inconsistent with our legal ownership of our Logo and that all goodwill in our Logo generated by your use of it shall enure to our benefit and you will, on request, sign a confirmatory assignment to that effect.

4.3 You undertake not to take any action which may prejudice the distinctiveness or validity of, or otherwise adversely affect our Logo or our title to our Logo.
5. WARRANTIES INDEMNITIES AND INFRINGEMENT

5.1 We warrant that we have the right to give you our Permission subject to these Conditions.

5.2 We give you no warranty as to the validity of our Logo. Nor do we warrant that our Permission is given absent conflicting third party rights in any part of the Territory.

5.3 You warrant to us that you have and retain at all times during the Term the right to make your Application and to accept and be bound by the terms of our Permission and these Conditions.

5.4 You will indemnify us and keep us indemnified against any liability incurred or suffered by us, which arises any use by you of our Logo which is not in accordance with our Permission, these Conditions or the Main Agreement, including as a result of any claim or infringement of any Intellectual Property Rights of a third party, resulting from such improper use of our Logo.

5.5 You shall immediately give notice to us of any relevant claims or proceedings brought against you or of any infringement or suspected infringement of our Logo as they arise. We shall be entitled, but shall not be obliged, to take whatever legal action we decide upon in our sole discretion to prevent or deal with such infringements or in relation to such proceedings (unless we notify you in writing otherwise) and you shall provide us, at the your expense, with all such co-operation and assistance as we may request.

6. TERMINATION

6.1 Subject to sub-clauses 6.2 below, our Permission shall terminate on the expiry of the Term or the expiry of the Main Agreement for whatever reason (whichever shall be the earlier) save that if the Main Agreement provides for a sell-off period after expiry or termination you shall have the non-exclusive right to use our Logo on the items covered by these Conditions for the duration of the sell-off period subject to these Conditions.

6.2 This clause 6.2 and clauses 5, 7, 9 and 10 shall survive termination or expiry of our Permission.

7. ADDRESS FOR NOTICES

7.1 (Unless the Main Agreement otherwise provides and/or until either we or you give written notice to the other indicating otherwise) all notices given by you or us under these Conditions shall be in writing and delivered by registered post, airmail or email to the respective addresses or email addresses given: (i) in your case, in box 1 of your Application (about you), and (ii) in our case, below; and such notices shall be effective notwithstanding any change of address not so notified.

The British Museum
Great Russell Street
London WC1B 3DG
Email logo@britishmuseum.org
Attention: Marketing

7.2 Proof of dispatch, posting or transmission shall constitute proof of receipt two days after dispatch (if by registered post or courier), seven days after posting (if by airmail) or the next business day following the date on which the email was transmitted by the sender (if by email).

8. ASSIGNMENT ETC

8.1 Our Permission is personal to you and you cannot assign, transfer, sub-license, mortgage, pledge, charge, or in any other way encumber or dispose of or purport to encumber or dispose of your rights or obligations under our Permission or these Conditions.

8.2 Without prejudice to the generality of clause 8.1:

i. if you properly and with our consent sub-license any of your rights under the Main Agreement to a third party (the ‘Sub-Licensee’) and the Sub-Licensee wishes to use our Logo, you shall procure that the Sub-Licensee shall prior to using the our Logo apply
directly to us for separate permission to use our Logo in a substantially similar form to our Permission as given to you

iii. third parties (‘Manufacturers’) may be subcontracted to manufacture Licensed Products for you. Manufacturers shall not distribute and/or sell Licensed Products to anyone other than you or us, or deal in any other way with the Licensed Products either within or outside the Territory. You shall remain liable under these Conditions for any acts of Manufacturers.

9. GENERAL

The following clauses shall apply save and unless the Main Agreement otherwise provides:

9.1 Nothing in these Conditions shall constitute or be deemed to constitute a partnership or joint venture between you and us or constitute or be deemed to constitute either you or us as the agent of the other for any purpose whatsoever and neither you nor we shall have authority or power to bind the other or to contract in the name of the other in any way or for any purpose.

9.2 No amendment of our Permission or these Conditions shall be valid or binding unless made by prior written agreement between you and us.

9.3 No waiver by us of a breach or a default hereunder shall be effective unless in writing and signed by us and no such waiver shall be deemed to be a waiver of any subsequent breach or default of the same or similar nature. No failure or delay by us in exercising any rights, power or privilege under these Conditions shall operate as a waiver thereof nor shall any single or partial exercise by us of any right, power or privilege preclude any further exercise thereof or the exercise of any other right, power or privilege.

9.4 To the fullest extent permitted by law all provisions of these Conditions shall be severable and no provision shall be affected by the invalidity or unenforceability of any other provision hereof.

9.5 Our Permission, these Conditions and the Main Agreement represents the entire understanding between the parties and together supersede all prior agreements, whether oral or written, between the parties in relation to its subject matter. You agree you have not made your Application or agreed to these Conditions on the basis of, or in reliance upon, any statement or representation (whether negligent or innocent) except those expressly contained our Permission, these Conditions and the Main Agreement. This sub-clause does not apply to any statement or representation made fraudulently.

9.6 Except as indicated in clause 8.2, no person other than you has or shall have any right under the Contracts (Rights of Third Parties) Act 1999 to enforce any term of our Permission. Notwithstanding clause 8.2, neither we nor you shall require the consent of any other person in order to vary or rescind our Permission or these Conditions by agreement.

10. LAW AND JURISDICTION

10.1 If and to the extent that Our Permission applies in the USA, it shall be interpreted in accordance with the laws of England and Wales and any dispute or other matter arising hereunder shall at our option be subject to the exclusive jurisdiction of the English or US courts. If we sue you for breach of our Permission and/or these Conditions and obtain a judgment holding you to be in breach, then you shall pay to us our reasonable attorney fees and costs incurred in such suit and shall raise no objection to the court adding such amount to the judgment in the suit.

10.2 In any other case, our Permission and these Conditions shall be interpreted in accordance with the laws of England and Wales and any dispute or other matter arising hereunder shall be subject (and you submit) to the exclusive jurisdiction of the English Courts.