



Chapter 2.9 - Bylaws - IPC Intellectual Property Rights

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International Paralympic Committee

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1 Ownership

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

1.1 Paralympic Games and Paralympic Winter Games

The IPC is the exclusive owner of the Paralympic Games and owns all rights relating to the Paralympic Games. The term ‘Paralympic Games’ shall be used to identify an edition of the summer Paralympic Games, the term Paralympic Winter Games shall be used to identify editions of the Paralympic Games taking place during winter months and involving winter sports. For the purpose of this Bylaw, and for ease of reference only, the term ‘Paralympic Games’ will refer to both.

The rights in the Paralympic Games include, in particular and without limitation, all rights relating to the organisation of the Paralympic Games, their commercial and cultural exploitation, the broadcasting of the Paralympic Games and all recordings of still and moving images from the Games, and the right to make these available to the public by any technical means via audio-visual (or audio only) broadcasting.

References to the Paralympic Games shall include all preliminary, qualifying, trial heats, semi-final and final competitions in all sports of the official Paralympic sports programme, and

- (a) opening, closing, awards and other official ceremonies held as part of the celebration of the Games,
- (b) cultural, educational and sporting events that relate to the Paralympic Games, that are organised, presented or officially authorised by IPC or the respective OCOG,
- (c) the torch relay; and
- (d) athletic exhibitions and sports demonstrations (not forming part of the official sport programme) that are organised, presented or officially authorised by IPC or the respective OCOG.

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 controls the conditions of access to the Paralympic Games, including for athletes officials, spectators and other general public admission, media and sponsor representatives.

The IPC establishes the Paralympic Games sport programme and controls the admission of sports that will participate at each Paralympic Games.



The IPC owns all the data and the intellectual property in creative works made or generated as part of the organisation and promotion of the Paralympic Games and controls the conditions under which this data and the creative works are distributed and used.

1.2 Paralympic Properties

All rights to any of the Paralympic properties, including the right to use and license the use of the Paralympic properties, belongs exclusively to the IPC; including the use of the Paralympic properties for any profit-making, commercial and/or advertising purposes. The IPC also owns and controls the non-commercial use of the Paralympic properties linked to IPC's Vision, Mission and Aspiration.

The IPC may license all or part of these rights under such terms and conditions, as it shall determine.

The term '*Paralympic properties*' refers to (i) the Paralympic Terminology, (ii) the Paralympic Symbol, (iii) Flag, (iv) Motto, (v) Anthem, (vi) Identifications and Designations, (vii) Paralympic emblems, and (viii) the Paralympic Flame and Torches; all as further described below.

In addition to the requirements of this Bylaw, the Paralympic properties will only be used as set out in the relevant provisions of the IPC Brandbook and Style Guide, and any other applicable policy or guide issued by the IPC from time to time.

1.2.1 Paralympic Terminology

The Paralympic Terminology consists of the word 'Paralympic' and all derivations therefrom, such as 'Paralympian', 'Paralympism', 'Paralympiad', and recognised national adaptations that are in common use at the date of adoption of this Bylaw (such as 'Paralympski', 'Paralympique' and 'Paralympisch'). The prefix 'Para', when used in connection with sport (including protocol and ceremonies linked to sport) and musical or visual arts events when presented to the public for cultural or education purposes, is part of the Paralympic Terminology.

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. Derivations or variations not permitted under this Bylaw, the IPC Brandbook or other official IPC publication must not be used. It is not permitted to incorporate or link a third-party trademark with part of the Paralympic Terminology without the written permission of the trademark owner and the IPC.



1.2.2 Paralympic Symbol

The Paralympic Symbol is the Three Agitos design consisting of three elements in red, blue and green – these are the three colours that are most widely represented in national flags around the world.

[insert image in published version]

‘Agitos’ is Latin for ‘*I move*’ and within the Paralympic Symbol the three Agitos are depicted as encircling a centre point which indicates motion - emphasising the role of the Paralympic Movement in bringing athletes together from all corners of the world to compete in Para sport competition.

The Paralympic symbol also emphasises the fact that Para athletes are constantly inspiring and exciting the world with their performances: always moving forward and never giving up.

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

1.2.3 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 upon the approval of the IPC.

The official IPC events where the Paralympic Flag may be used include the Paralympic Games, Regional Para sport Games, the IPC General Assembly, and the General Assemblies of the IPC Regional Organisations, and other events where the Paralympic Flag has been used historically and where the IPC has given its permission for the Flag to be displayed. The Paralympic Flag may not be used at Para sport championships without the prior permission of the IPC.

1.2.4 Paralympic Motto

The Paralympic Motto is "*Spirit in Motion*". The motto captures the essence of the Paralympic Vision of enabling Para athletes to inspire and excite the world through sport. ‘Spirit in Motion’ expresses the inspirational character of the Paralympic Movement as well as the elite performance of Paralympic athletes. It also stands for the strong will of every Paralympian. The word ‘Spirit’ reinforces the fact that through sport the Paralympic Movement seeks to spread a strong social message of inclusion and equality. ‘Motion’ implies that the Paralympic Movement aspires to be always forward looking and links directly to the meaning in Latin of ‘agitos’.



1.2.5 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 in 1996.

1.2.6 Paralympic Identifications and Designations

A Paralympic designation is any written, visual, or audio representation of the Paralympic Games or Paralympic Movement, and any association with the Paralympic Games or the Paralympic Movement.

1.2.7 Paralympic Emblem

A Paralympic emblem is an integrated design associating the Paralympic Symbol with a specific and distinctive creative element.

1.2.8 Paralympic Flame and Torches

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

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

1.3 IPC Approvals

In relation to any matter prohibited under this Bylaw the IPC shall have the discretion to waive the requirements of the Bylaw in individual cases upon request, and subject to such conditions as it shall reasonably determine.

2 Legal protection (especially relating to trademark rights)

2.1 By the IPC



The IPC will take all appropriate steps in its discretion to obtain international legal protection of the rights over the Paralympic Games and in the Paralympic properties.

2.2 By the NPCs

Each NPC is responsible for ensuring that the ownership and usage requirements of this Bylaw are observed in its country or territory. Each NPC shall take steps to prohibit the use of any Paralympic property within its geographical jurisdiction which would be contrary to the requirements of this Bylaw, the IPC Brandbook or any other provision of the IPC Handbook.

Each NPC will create its own distinctive emblem and following approval by the IPC this emblem must be registered as a trademark in the name of the NPC only within the territory or country of the NPC. IPC's approval of the NPC emblem is conditional upon the NPC fulfilling the design requirements of the IPC Brandbook, article 3.4.1 below, and on the emblem becoming registered within one year of the approval (or such longer period as may be agreed in writing with the IPC).

Registration of an NPC emblem shall not be used by the NPC as a ground for objecting to IPC's registration of other Paralympic properties including the Paralympic Symbol or the wordmark 'Paralympic'; whether as stand-alone trademarks or as part of a design with other elements or as a composite a mark together with a third party trademark or designation. If any national trademark office or registry requires the consent of any NPC to the registration by the IPC (whether alone or jointly with another party) of the Paralympic Symbol or the wordmark Paralympic then the NPC must give that consent without delay.

Each NPC will 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. All NPC's hereby appoint 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.

2.3 Rights are Held for the Benefit of the IPC

Where a national or international law, trademark regulation or other form of legal instrument, confers a legal interest in any aspect of the Paralympic properties to an NPC then that legal right or interest shall 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 this Bylaw and the direction of the IPC.



2.4 Use of the Paralympic Properties as Trademarks

The wordmark 'Paralympic' and the 'Para' prefix are distinctive trademarks and must not be used in a descriptive or generic sense to identify sport or recreation for persons with impairment. They are to be used only in the context of the Paralympic Movement and for sports where the IPC Athlete Classification Code governs the evaluation of athlete's sport specific activity limitation and leads to the assignment of a Sport Class and Sport Class Status. 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.

The term 'Paralympic Games' shall only be used in connection with IPC's Paralympic Games and Paralympic Winter Games, each taking place on a four yearly cycle and currently organised by an OCOG in the same city and soon after the Olympic Games. Other multisport events or games will not be referred to as a 'Paralympic Games' (with or without additional description or designation) unless the IPC has given its prior written approval.

The IPC may issue further guidelines on the use of the Paralympic properties which will be designed to protect and enhance the trademark credentials of the Paralympic properties.

3 Use of Paralympic Properties

3.1 Commercial and Marketing Purposes

3.1.1 Conditions of Use by the IPC.

The IPC shall be entitled to create an International Marketing Programme (IMP) which shall set out the conditions for the marketing activities to be followed by the IPC and the protection of IPC's commercial, sponsorship and other fundraising activities and programmes. The IMP will take priority over any other commercial activities involving the Paralympic properties.

The Paralympic properties may be exploited for commercial and marketing purposes by the IPC (or by any person authorised by the IPC) in the country or territory of an NPC, provided that such exploitation does not cause serious damage to the interests of the NPC concerned.

3.1.2 Category Protection

The IPC will notify NPCs from time to time, and prior to 31 December of each year of the summer Paralympic Games, of the Service and Product Categories that are not available to the



NPCs for commercial exploitation. Categories that fall within the IOC TOP must be protected by the IPC and the NPCs and will not be available 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) and the IPC shall 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 (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.

3.1.3 Mediation and Protection of NPC interests

In the event that any NPC believes that commercial agreements proposed or entered into by the IPC cause serious damage to its interests, they shall first raise their concerns with the IPC CEO. If the IPC decides to proceed with such agreement, the NPC shall have the right to refer the matter to the Legal and Ethics Committee for a mediation of the problem and ultimately a ruling as to whether the agreement should be concluded or continued with.

The NPC must set out its case in full to the Legal and Ethics Committee and state how the arrangements seriously damage its interests and why, in the context of this Bylaw and the IMP, the agreement should be prohibited or its activation or effect somehow modified.

It is important that any reference to the Legal and Ethics Committee by an NPC is 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. 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 deal with the complaint.

In dealing with such complaints, the Chair of the Legal and Ethics Committee shall adopt a procedure that he or she thinks fit, including the appointment of appropriate ad hoc panel members, and shall ensure that the NPC obtains a fair hearing that meets the requirements of the principles of natural justice.

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 on the question of 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.

An NPC that does not object to the conclusion of a commercial agreement may still object to the activation of such agreement where in its opinion the activities of IPC's commercial partner in activating its rights cause the NPC serious damage. The dispute resolution procedure will be the same as above.

Appeal - Both the IPC and the NPC shall have the right to appeal the decision of the Legal and Ethics Committee to the Court of Arbitration for Sport (CAS). The issue to be determined by the CAS shall be whether or not the agreement or proposed agreement causes 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.

3.1.4 International Licensing and Broadcasting

The IPC shall be entitled to enter into agreements for the licensing of the Paralympic properties which shall include international merchandising activities. Net royalties from international merchandise and licensing agreements will be shared with the relevant NPCs from the territories where the licensing sales takes place on an equitable basis. In the case of Paralympic Games merchandising for example the royalty will be divided equally between the respective NPC, IPC and OCOG.

The IPC may authorise the official rights holding broadcasters of the Paralympic Games to use the Paralympic properties and the Games Marks (including the Games emblem) in the territories of the NPCs to support their broadcasting operations and the promotion of the



Paralympic Games. The provisions of article 3.1.3 will not apply to the use of the Paralympic properties by rights holding broadcasters.

3.2 Regional Organisations

The IPC and the Regional Organisations will establish a specific agreement for use in their commercial and fundraising activities of the Paralympic properties by the Regional Organisations.

3.3 NPC and Regional Organisation's Names.

The official names of NPCs and Regional Organisations must be approved by the IPC and shall include the word 'Paralympic'.

3.4 Creation of a Paralympic Emblem by an NPC or Regional Organisation

3.4.1 For NPCs

NPC's are obliged to create and protect a distinctive emblem. An NPC emblem shall 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 these emblems 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 be one third of the total area of the NPC emblem,
- 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,
- 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.



3.4.2 For Regional Organisations

The emblem of a Regional Organisation will be a simple design consisting of the Paralympic Symbol accompanied with the title '(Region) Paralympic Committee' as the distinctive element, designed in the manner set out in the IPC Brandbook.

3.4.3 Championship Marks

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).

3.5 Use of the Paralympic Properties by NPCs and Regional Organisations.

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 shall have the right to use the Paralympic terminology and Paralympic Symbol in accordance with this Bylaw, 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.

All use of the NPC Properties 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.

3.5.1 Non-profit Making and Institutional Purposes

NPCs or Regional Organisations must use its approved Paralympic emblem in all non-profit making and institutional activities. These shall be linked to the promotion of the Paralympic Movement and Para sport competition and development and the promotion of IPC's Vision and Mission.

3.5.2 Advertising, Commercial or Profit-Making Purposes

NPCs shall be entitled to use the NPC emblem, Paralympic Terminology, Paralympic Symbol, Paralympic Motto and Paralympic Identifications and Designations for advertising, commercial or profit-making purposes must be in accordance with the following conditions:

- It must not involve a Product and Service categories that are protected pursuant to 3.1.2 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 forthcoming



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 this Bylaw 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 a NPC emblem as well as any other symbols, emblems, marks or designations used by an NPC shall only take place within the country or territory of the NPC and 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. 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 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 shall provide an outline of any contract to which it is a party and which involves the use of any Paralympic property. In order to facilitate this exchange of information NPCs will ensure that any confidentiality provision contained in any agreement with a party that involves a license 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 this Bylaw or elsewhere in the IPC Handbook.

3.6 The Use of the Paralympic Properties and NPC Emblem by an OCOG

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 this Bylaw, 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 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 Paralympic Marketing Plan Agreement (PMPA) with the IPC, which will outline the requirements for the OCOG to develop its Paralympic marketing plan. The OCOG shall not commence any activities pursuant to the MPA prior to signature of the PMPA.

3.7 Use of the Para Prefix

‘Para’ is part of the Paralympic properties and must be used in a logical and consistent manner as set out in the IPC Brandbook (or other usage guide that may be adopted by the IPC) in order to preserve its distinctive identity. Para is used to identify the sports for athletes with impairment that are organised according to the IPC Athlete Classification Code. The International Federations that are members of the IPC, or are formally recognised by the IPC under the policy for granting the recognised status set out at Chapter 3.8 of the IPC Handbook, may use Para when describing their Federation, sport and championships. These IFs can use and license others to use Para for national, regional and world level competitions that involve only their sport.

For multisport games or events at the national level the respective NPC shall control the use of Para and may permit the organisers to describe their event by reference to Para so long as the event predominantly caters for athletes that have been allocated a Sport Class under the Classification Code. For regional multisport events the use of Para is controlled jointly by the respective Regional Organisation and the IPC.

For international multisport events and Games the IPC will control the use of Para and may permit others to use Para in connection with those events.

4. Tae Geuks Symbol

The Tae Geuks no longer represent the Paralympic Movement and they do not form part of the Paralympic properties for the purpose of this Bylaw. Copyright and other rights in the Tae Geuk design remains vested in the IPC as the absolute owner thereof. Since 31 December 2006 however all official and authorised use of the Tae Geuks symbol has ceased. The Tae Geuks symbol will remain visible on archive and historic material as well as in past Paralympic Games emblems.



5 Stamps and Coins

The IPC encourages, in collaboration with the NPCs of the countries concerned, the use of the Paralympic symbol on postage stamps and coins designed and issued in cooperation with the IPC by the competent national authorities.