

# Gebruik van logo / naam UGent door bedrijven

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## Instructies als een bedrijf het logo / de naam van de UGent wenst te gebruiken

### A. Criteria

Alle logovarianten van de Universiteit Gent zijn auteursrechtelijk beschermd.

Een gebruik van het logo en de naam van de UGent wordt (enkel) toegestaan wanneer er een **duidelijke link met de UGent** is en **voor specifieke UGent-verbonden doeleinden**.

Het gebruik wordt o.m. toegestaan voor UGent-publicaties, presentaties, briefpapier, materiaal dat werd ontwikkeld in het kader van een (onderzoeks)samenwerking met de UGent, enz. Specifiek voor TT Legal is het gebruik van naam en logo van de UGent door onze spin-offs.

De naam of het logo van de UGent mag **nooit worden opgegeven voor commerciële of reclamedoeleinden**. Het mag dus niet de indruk wekken dat de UGent een bepaald bedrijf ondersteunt of wil promoten, of een soort 'kwaliteitslabel' wil toekennen.

### B. Toelating vragen om naam en/of logo van de UGent te gebruiken

Wanneer in het kader van een samenwerking met een bedrijf (veelal tijdens de onderhandeling van een contract maar soms zelfs nadien) expliciet de vraag wordt gesteld of de naam en/of het logo van UGent kan gebruikt worden voor specifieke doeleinden, worden volgende stappen gevolgd:

1. Elke dossierbeheerder gaat zelf de specifieke doeleinden/purpose na aan de hand van de criteria onder A.
2. Vervolgens moet de dossierbeheerder expliciet toelating vragen aan de verantwoordelijke voor Communicatie en Marketing, Anne Salenbien (waarn.): [anne.salenbien@ugent.be](mailto:anne.salenbien@ugent.be) (zie Tabel 4.4. van het delegatiebesluit Communicatie en Marketing).
3. In het geval van discussie of problemen bij een interpretatie, kan advies worden ingewonnen bij Juridische Zaken ([juridischezaken@ugent.be](mailto:juridischezaken@ugent.be)).
4. Tot slot worden de e-mails waarin de toelating wordt verleend (desgevallend aangevuld met het advies van Juridische Zaken), toegevoegd in het MYTT dossier onder "officieel".
5. Desgevallend in het contract de nodige clause opnemen waarin de specifieke purpose wordt opgenomen waarvoor toelating werd verleend

## C. Clausules in contracten

In het merendeel van de **onderzoekssamenwerkingen en dienstverleningen** staat standaard volgende clause onder het artikel dat handelt over confidentialiteit:

*“Zonder uitdrukkelijke schriftelijke toestemming is het de partijen niet toegestaan elkaars naam of logo te gebruiken voor promotionele of publicitaire doeleinden. Bij elke andere mededeling in verband met dit Project, inclusief de Publicaties, zal verwezen worden naar de samenwerking met de andere partij overeenkomstig de gangbare praktijk (inzake wetenschappelijke publicaties).”*

*“Neither party shall use the other party’s name or trademarks for advertising purposes without express written consent. In all other communications concerning the Project (including any Publication), the parties shall refer to each other as customary (in accordance with good academic practice).”*

Wanneer expliciet toestemming werd verleend na het volgen van de procedure onder B (hierboven) kan eventueel volgende clause worden toegevoegd:

*“Zonder uitdrukkelijke schriftelijke toestemming is het de partijen niet toegestaan elkaars naam of logo te gebruiken voor promotionele of publicitaire doeleinden, [met uitzondering van ...]. Bij elke andere mededeling in verband met dit Project, inclusief de Publicaties, zal verwezen worden naar de samenwerking met de andere partij overeenkomstig de gangbare praktijk (inzake wetenschappelijke publicaties).”*

*“Neither party shall use the other party’s name or trademarks for advertising purposes without express written consent, [with the exception of ...]. In all other communications concerning the Project (including any Publication), the parties shall refer to each other as customary (in accordance with good academic practice).”*

Voor **de spin-off licenties** wordt in uitvoering van het [delegatiebesluit Communicatie en Marketing](#) een algemene toelating gevraagd aan Anne Salenbien voor hierna volgende clausules.

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### Article 1 TRADEMARK LICENCE – GHENT UNIVERSITY SPIN-OFF COMPANY STATUS

- 1.1 **Ghent University Spin-off** – Ghent University recognizes Licensee as a Ghent University spin-off company based on good and valid consideration, such as the exclusivity of (part of) the Licence to the Ghent University proprietary technology as embedded in the Licensed Technology which is essential to the business activities of Licensee.
- 1.2 **Use of Ghent University Trademark and logo** – The Ghent University spin-off company status entitles Licensee to use the Ghent University’s registered trademark (name and logo) as described in **Schedule 3** in accordance with all terms and conditions as set out in Ghent University’s trademark policies, which are incorporated in this agreement by reference and are known to Licensee.

1.3 **Revocation** – Ghent University may revoke Licensee’s status of Ghent University spin-off company in the following events:

- (a) if Ghent University estimates at its sole discretion that Licensee does no longer qualify for Ghent University spin-off status due to a substantial shift in business activities;
- (b) in case of termination of this licence agreement for cause (e.g. due to breach of contract), unethical business practices or misconduct;
- (c) if Ghent University can reasonably determine that Licensee is referring to its relationship with Ghent University or is using the Ghent University name and/or logo in a manner which is not compliant with the standards and provisions of use set forth in this agreement or otherwise is likely to damage the goodwill and reputation associated with Ghent University and Ghent University’s name and logo;
- (d) In the event that all of the assets, or substantially all of the assets, of Licensee are transferred to one or more persons or legal entities other than the shareholders of Licensee, including by way of contribution or sale of a universality or business;
- (e) In the event of sale of any part of the shares of Licensee to one or more persons or legal entities other than shareholders of Licensee resulting in that or those persons, acting in concert, holding more than 50% of the then outstanding share capital of Licensee either through a sale against cash or a merger or similar share for share transaction.

1.4 Any revocation of the Ghent University spin-off status shall be done in writing and shall become effective immediately. Upon the effective revocation of the status of Ghent University spin-off company, Licensee shall immediately cease any use of the Ghent University name and logo. The revocation of the status of Ghent University spin-off company has no legal impact or consequence on any other right or obligation under this agreement.

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## SCHEDULE 3 – GHENT UNIVERSITY TRADEMARK AND LOGO

### 3.a. Description of Trademark and logo – instructions for use



Instructions for use: see [Ghent University styleguide](#)

#### **No. 0792506 of 07/02/2006 (word mark):**

"UGENT" and "Ghent University"

#### **European figurative mark:**

Filing number

015716319

**16** Paper; Pasteboard; Printed matter; Bookbinding material; Photographs; Stationery; Adhesives for stationery or household purposes; Artists' materials; Paint brushes; Typewriters and office requisites (except furniture); Instructional and teaching material (except apparatus); Plastic materials for packaging (not included in other classes); Printers' type; Printing blocks; Books, newspapers, magazines, periodicals and other texts.

**35** Advertising; Business management; Business administration; Office functions; Business organisation and management consultancy; Economic research; Dissemination of advertising matter, market prospecting, research and analysis, copying of documents; Research and consultancy in the field of social administration and business matters; Business consultancy in the field of employment issues; Vocational guidance; Recruiting of personnel; Employment agency services and consultancy regarding personnel management; Making available, seconding, deploying and lending of personnel; Recruiting of traineeships; Recruitment of students; Consultancy with regard to data processing.

**41** Education; Providing of training; Entertainment; Sporting and cultural activities; Academy services; Providing of training; Translator services; Education, textbooks, organisation of seminars and other meetings of a cultural and educational nature; Information of an educational nature; Libraries; Lending and distributing of newspapers, books and periodicals; Publishing of books, newspapers and magazines; Film production; Rental of motion pictures; Entertainment; Sporting and cultural activities; Providing sports facilities.

42 Scientific and technological services and research and design relating thereto; Industrial analysis and research services; Design and development of computer hardware and software; Scientific and technological services, and research and design relating thereto; Industrial analysis and research services; Software design and development; Providing computer hardware and software for teaching; Updating of computer data.

### **3.b. Provisions for the use of the Ghent University name and logo**

- (i) Ghent University grants (XXXX) the right to use the Ghent University name and logo solely to present itself as Ghent University spin-off.
- (ii) Ghent University reserves the right to change, modify or replace the Ghent University name and logo at any time, and (XXXX) agrees to comply with such changes at its own expense. (XXXX) shall cease the use and the distribution of materials containing an altered Ghent University name or logo within a reasonable time after written request by Ghent University.
- (iii) (XXXX) will not use Ghent University's name or logo in any press release or product advertising, or for any other promotional purposes, without first obtaining Ghent University's prior written approval. In the event that such written approval is given, all promotional and other material bearing the Ghent University name or logo shall clearly state that ownership of the Ghent University trademark and logo belongs exclusively to Ghent University.
- (iv) (XXXX) shall not modify, adapt or alter the Ghent University name or logo in any way or use it in combination with any words, signs or symbols.
- (v) (XXXX) agrees not to apply for registration for the Ghent University logo (or marks confusingly similar to it) anywhere in the world, nor to use trademarks, service names, icons or logos confusingly similar to any Ghent University logo. (XXXX) agrees not to object to or take any action against the Ghent University logo or assist others in doing so.
- (vi) (XXXX) specifically does not have the right to use the Ghent University name or logo as part of an Internet domain name.
- (vii) (XXXX) and Ghent University may communicate to the public that the company is a spin-off company of Ghent University, and Ghent University may include (XXXX)'s name and logo in its communications for this purpose only.
- (viii) (XXXX) is responsible to comply with all changes in Ghent University's trademark policy and instructions for use as set out under 3.a and Ghent University will provide all reasonable support to (XXXX) upon request to comply with such changed Ghent University's trademark policy.
- (ix) (XXXX) will ensure that when presenting itself as a spin-off of Ghent University to third parties, it will at all times present itself as an entity acting completely (legally and financially) independent of Ghent University. (XXXX) shall fully indemnify and hold Ghent University harmless for all claims by third parties resulting from misrepresentation of its status as an independent actor.