## <u>Rules governing the use by third parties</u> of the Logo of the 50<sup>th</sup> Anniversary of the Treaty of Rome

- 1. The Author of the logo is the sole owner of the logo. The Author has transferred part of his/her own rights to the European Community for distribution and reproduction purposes.
- 2. As a consequence, the Community has acquired, among others, the right to reproduce, to display and distribute the logo with no restrictions as to the media used and the number of copies produced, in all present and future official European Union languages and without any territorial limitation; and the right to allow others to do so.
- 3. Third parties, other than the EU institutions, which wish to make use of the logo in the form and languages authorised by the Community may do so free of charge, as long as the conditions laid down underneath are fulfilled:
  - The use should not be linked to aims, activities or events incompatible with the principles and objectives of the 50<sup>th</sup> anniversary of the Treaty of Rome.
  - The use should not create confusion between the user and the European Union institutions.
  - The use should not be linked to commercial purposes.
  - The use should be compatible with the existing copyright rules and should not infringe upon the Author's moral or economic rights or upon the rights assigned by the Author to the Community. The use should acknowledge the Author whenever appropriate or requested as well as the European Community' copyright as follows:
  - The user undertakes to respect the visual representation of the Logo as stipulated in the graphical guidelines available on the European Commission website. No modification is authorized other than these expressly authorized by the European Community,
  - It is understood that the user shall not acquire and shall not claim any title to the Logo subject matter of this authorization
  - The user shall not register or seek to register any trademark or name which is or contains the Logo or which is similar to the Logo as to be likely to cause deception or confusion in any countries of the European Union.
  - The user shall not use any other trademark, service mark, symbol, design or trade name in conjunction with the Logo,
- 4. Third parties, within the meaning of paragraph 3, are not authorised to use the logo in any commercial or non-profitable context which would lead the public to believe that

the user or the Author benefits from the authorisation of the European Commission or any other European institution or body.

- 5. The European Community disclaims all warranties relating to the validity of the Logo, expressed or implied, including, but not limited to, any implied warranty against infringement of third parties' property rights.
- 6. The European Community shall not be liable to the user for any loss or damage whatsoever or howsoever caused arising directly or indirectly in connection with this authorization.
- 7. The European Community shall not be liable to third parties for claims which are based on the User's use of the Logo and result form acts and omissions of the user.
- 8. The European Community may terminate this agreement immediately without notice if, in its sole judgment, the user breached any term or condition of this agreement. Upon termination, the user must destroy all materials.
- 9. This authorization shall be governed by and construed in accordance with Belgian Law