

## **Terms of Licence to use the National Inclusion Week Intellectual Property of Inclusive Employers Limited**

### **1 General**

- 1.1 This licence is provided to organisations or individuals registering to take part in National Inclusion Week ('the Participant') and enables the Participant to use the Marks as part of their National Inclusion Week participatory activity.
- 1.2 Participants may not transfer, sub-licence or otherwise make available the IP to any third party (including affiliates of the Participant) without Inclusive Employers Limited's ('IEL') prior written consent.
- 1.3 IEL grants a revocable, royalty-free licence to the Participant to use the Marks for internal business processes only and in accordance with the Requirements of Use only for the Period of their registration. At the end of the registration period, for whatsoever reason this licence is revoked.
- 1.4 Except as provided in clause 3 the Participant shall have no rights in respect of the Marks or of the goodwill associated with them and the Participant hereby acknowledges that, except as expressly provided in this licence agreement, it shall not acquire any rights in the Marks and that all such rights and goodwill are, and shall remain, vested in IEL. The Participant agrees that all goodwill associated with or arising from the Participant's use of the Marks shall vest in IEL.

### **2 The Marks**

The Marks comprise: (i) the IEL logo; (ii) the National Inclusion Week logo; (iii) the phrase "National Inclusion Week" and (iii) such other marks as IEL may specify from time to time.

### **3 Requirements of Use of the Marks**

- 3.1 The Marks may only be used by current registered Participants.
- 3.2 No claims to ownership of the Marks must be made by the Participant.
- 3.3 Up-to-date versions of the Marks must be used as notified by IEL from time to time.
- 3.4 The Marks may only be used on corporate literature and communications of a high standard such as letterhead, signs, internal and external communications, email footers and marketing materials of the Participant. The Participant will remove the Marks from any material if reasonably requested by IEL (for example because IEL suspects that the Participant's use of the Marks is likely to bring the Marks or IE into disrepute).
- 3.5 The Marks may not be used in such a manner as to imply, expressly or otherwise, any endorsement of a product or service provided by a Participant.
- 3.6 The size, colour and presentation of the Marks must be in accordance with the guidelines given at the point of download by IEL on the Inclusive Employers Website as changed by IEL from time to time. In particular (but without limitation) each use of the Marks will be accompanied by an acknowledgement in a form specified by IEL from time to time, that the same is a trade mark (or registered trade mark, as appropriate) of IEL.
- 3.7 The Participant shall not:

- 3.7.1 use any of the Marks in any way which might prejudice their distinctiveness, validity or IEL's right or title to any registration of them;;
- 3.7.2 use any of the Marks in or as part of its corporate or trading name or in conjunction with any other mark;; or
- 3.7.3 use any trade marks or trade names so resembling any of the Marks as to be likely to cause confusion or deception.