

Ownership and Use of Stanford Name and Trademarks

- Authority** The President approved this Guide Memo.
- Purpose of Policy** The purpose of this policy is to ensure appropriate use of Stanford's names and marks.
- Applicability** This policy applies to all instances of use of Stanford's names and marks.
- Summary** Stanford registered marks, as well as other names, seals, logos and other symbols and marks that are representative of Stanford, may be used solely with permission of Stanford University. Items offered for sale to the public bearing Stanford's name and marks must be licensed. Online Design Guidelines describe proper use of Stanford's emblems and provide downloadable artwork at <http://stanford.edu/group/identity>.

Section headings are:

1. NAMES AND MARKS POLICY
2. LICENSING PROGRAM
3. TRADEMARK USE POLICY
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1. NAMES AND MARKS POLICY

Stanford University is internationally known for excellence in teaching, learning, research, medicine, athletics, the arts and similar activities. The widely recognized Stanford name and its associated seals, marks and symbols (together referred to as "name and marks") represent the high caliber of the University's faculty and students and convey the quality and breadth of the University's accomplishments. Stanford's name and marks are among the University's most valuable assets. Faculty, students and staff share in the benefits associated with the University's name and marks, and therefore also share responsibilities concerning their use.

The University will protect its name and marks actively from improper or misleading use by individuals or organizations not associated with the institution and will assure that use of the name and marks by faculty, students, alumni, staff, Stanford programs and others is appropriate. As described below, appropriate use indicates that the activity or product with which the name and marks are being used has the necessary approval for use of the name and marks and reflects appropriately on Stanford's reputation.

Use of the Stanford name and marks in a manner that implies endorsement of programs, products or services of any entity not directly associated with, or licensed in writing by, the University is prohibited.

- a. Ownership** – The University is the owner of a number of marks registered with the United States Patent and Trademark Office. These include:
- STANFORD®
 - LELAND STANFORD JUNIOR UNIVERSITY ORGANIZED 1891®
 - STANFORD UNIVERSITY MEDICAL CENTER®
 - Block "S" with tree
 - Stanford University seal

Additional registrations have been made with the California Secretary of State and in numerous other jurisdictions, including overseas. All of Stanford's registered marks, as well as other names, logos, seals and other symbols that are representative of the University or its entities, whether or not registered, are the property of Stanford University. Such names and marks may be used solely with permission of persons having specific authorization by the Board of Trustees or the President of the University. Registered marks should be shown with the symbol, ®, designating their status as federally-registered trademarks. The block "S" without tree, as a non-registered trademark, should be shown with the designation "TM." For emblem artwork with the proper trademark designation, contact the Manager of Emblem Licensing in the Office of Technology Licensing at (650) 723-0651 or by e-mail at emblemlicensing@otlmail.stanford.edu.

Use of the Stanford name and marks by third parties is strictly prohibited unless written permission from the University has been granted, in keeping with authority delegated by the President (described below under "Approval for Use.") As stated in the Research Policy Handbook, Chapter 5, Copyright Policy, <http://www.stanford.edu/dept/DoR/rph/5-2.html>, courses taught and courseware developed for teaching at Stanford belong to Stanford and may not be further distributed without permission of the University. Use of the Stanford name and marks in association with the distribution of such materials outside the University must be approved by the Provost.

Please refer to the Research Policy Handbook, Chapter 5, Intellectual Property, <http://www.stanford.edu/dept/DoR/Chpt5.html>, for further information on the University's copyright policy.

- b. **Appropriate Use** – The names and marks covered by this policy may be used only in connection with Stanford-sponsored or Stanford-sanctioned activities or materials. Stanford faculty, students, staff and volunteers must assure that use of the Stanford name and marks meets the following criteria:
- (1) **Accuracy** – Use of the Stanford name and marks in association with an event, program, project, publication or product implies some form of involvement by the University. Involvement by individual faculty, students, alumni or staff is not a sufficient basis for indicating University sponsorship or endorsement. The activity must be one in which the University has an institutional role.
 - (2) **Quality Standards** – Stanford's name and marks may be used only in connection with activities that meet high standards and are consistent with the University's educational, research and related purposes.
 - (3) **Prohibited Uses** – In keeping with its status as a non-profit educational institution, Stanford does not permit its name and marks to be used in connection with partisan political activities. Individual faculty, students, alumni or staff may not use Stanford's name and marks in association with any commercial activity or outside venture without written permission of a person authorized by the Board of Trustees or University President to so act. Use of the name and marks in connection with third parties must conform to the policy provided in Guide Memo 14, Academic and Business Relationships with Third Parties, at <http://adminguide.stanford.edu/14.pdf>.

- c. **Approval for Use** – The President has delegated authority as follows for approving use of Stanford's name and marks:
- To the Provost for use in connection with educational and research activities, including courseware and related materials developed for teaching at Stanford (see Research Policy Handbook 5.2, Copyright Policy, <http://www.stanford.edu/dept/DoR/rph/5-2.html>) and for special events (see Guide Memo 82.1, University Events, http://adminguide.stanford.edu/82_1.pdf)
 - To the Vice President for Business Affairs and Chief Financial Officer for use in connection with business activities of Stanford or by vendors (including promotional use)
 - To the Dean of the School of Medicine for use in connection with medical activities
 - To the Director of University Communications for use in film, video, print and electronic media, including the University's home pages on the Web
 - To the General Counsel

The Office of the General Counsel and the Office of the Vice President for Business Affairs/CFO are responsible for protection of Stanford's name and marks. In addition, Stanford's Office of Technology Licensing (OTL) has been authorized to grant licenses for use of Stanford's name and marks on products for sale.

- d. **Guidelines for Faculty and Staff** – In teaching, research and other academic activities of the University, Stanford's name and marks may be used, subject to the normal review processes established within schools, departments, centers and programs. This policy is not intended to limit use of the Stanford name for legitimate purposes that fall within the normal scope of University activities. However, when a faculty or staff member is involved in activities *not directly associated with Stanford* (e.g., independent consulting, other business activities, publications, etc.), use of Stanford's name and marks is limited to identification of the individual by his or her affiliation (e.g., Jane Smith, Professor of History, Stanford University).

The Stanford name and marks may not be used for purposes other than in direct relation to teaching, learning and research at Stanford without written approval from the designated office described above under "Approval for Use." Faculty members and others engaged in activities involving business relationships with third parties may contact the Office of the Vice President for Business Affairs/CFO for information and assistance on name use issues. For questions concerning courseware and related materials, contact the Vice Provost and Dean for Institutional Planning, Learning Technology and Extended Education.

Examples of permissible use include:

- "John Smith, Professor of Psychology at Stanford University," on a book jacket
- "Stanford Center for Buddhist Studies," as approved in accordance with the Committee on Research "Annual Report for 1996-97: Attachment A, Guidelines for the Establishment and Review of Centers at Stanford University"
- "Stanford Conference on Law," when approved by the cognizant Dean or Department Chair and operated as a University special event

Examples requiring written approval and/or a license from the University:

- Use of the Stanford name on any product that will be sold commercially, such as Stanford sweatshirts
- Use of the Stanford name in the title of a book, such as "The Stanford Guide to Perpetual Youth."
- Use of the Stanford name in the title of a test that will be sold commercially, such as "The Stanford Test of Psychic Abilities"
- Use of the Stanford name in a course that will be marketed or otherwise used outside the University, either by a University official or by a third party, such as "The Stanford Seminar on Successful Startups"
- Use of the Stanford name as part of the name of any outside business or other activity, such as "Stanford Worldwide Online Group, Inc."

- e. **Guidelines for Students and Alumni** – Student and alumni groups that have official ASSU or Stanford Alumni Association recognition, and are registered as such, may use the Stanford name in association with their University-sanctioned activities. Recognized student groups producing merchandise for sale that incorporates Stanford's name or marks must comply with licensing and other procedures of the Office of Technology Licensing. Students may use the name of a school, department or other Stanford program outside the University (other than on a resume) only with approval of the appropriate academic officer (dean, department chair, center director, etc.)
- f. **Registration of Internet Domain Names** – No faculty, staff, alumnus, other volunteer or student may register a domain name that incorporates the word "Stanford" except in accordance with the policies described above concerning use of the name and marks. Domain name registrations incorporating the word "Stanford" are the property of the Board of Trustees and must be registered as such.
- g. **Registration of Trademarks** – Trademarks registered in connection with any programs, products or services of Stanford University, its schools, departments, centers, alumni or related activities, are owned by the Board of Trustees. In keeping with its institutional responsibility for trademark protection, the Office of the Vice President for Business Affairs/CFO is responsible for trademark registration, working with the Office of the General Counsel and Office of Technology Licensing (OTL). Faculty, alumni, other volunteers, staff or students seeking to register trademarks in association with University activities must do so by contacting the Office of the Vice President for Business Affairs/CFO.

2. LICENSING PROGRAM

- a. **License Policy** – The Office of the Vice President for Business Affairs/CFO oversees the University's licensing program, working with the Office of Technology Licensing (OTL). Any items offered for sale to the public bearing the Stanford name or marks must be licensed by the University. There are no exceptions. For information on the licensing program, contact the Manager of Emblem Licensing in the Office of Technology Licensing at (650) 723-0651 or by e-mail at emblemlicensing@otlmail.stanford.edu.
- b. **Sellers' Responsibility** – University departments, student or alumni groups, or entities having academic or business relationships with the University (e.g., ASSU), or faculty/staff/students/alumni organizations selling items bearing the Stanford name or marks for fund raising or other purposes must acquire such items from a licensed supplier or be licensed if they are self-producing the items or using a non-licensed supplier.
- c. **Design Review** – The Office of Technology Licensing (OTL) reviews the specifications for products bearing the Stanford name and marks and the design incorporating the name and marks prior to licensing.
- d. **Artwork** – Camera-ready artwork of the Stanford name and marks is generally provided by OTL as part of the License Agreement.

- e. **Fees** – There is a royalty fee, normally seven and one-half percent (7 1/2%) of the wholesale value of items sold. Net proceeds from the licensing program are designated for undergraduate student support, including financial aid and other purposes.
- f. **Give-Away Items** – Use of the Stanford name or marks on items not sold to the public (such as give-away items or for charity events) requires permission from OTL and may be subject to a use fee.
- g. **Items for Internal Use** – Items acquired by a University department or student or other group solely for internal University use generally do not require a license. Please check with OTL.

3. TRADEMARK USE POLICY

This Trademark Use Policy of the Leland Stanford Junior University (“Stanford”) is provided to licensees of certain designations comprising designs, trademarks, and service marks, including, without limitation, the designations “Stanford,” “Stanford University,” “Stanford University Medical Center” and other designs, seals, and symbols which have come to be associated with Stanford (the “Stanford Trademarks”). This Trademark Use Policy sets forth the requirements for use of the Stanford Trademarks. Use of the Stanford Trademarks is permitted only pursuant to a written agreement with Stanford that includes a license to the Stanford Trademarks and only as permitted by such written agreement. This Trademark Use Policy sets forth requirements in addition to those set forth in any such written agreement. All name and trademark license agreements must be approved by a University officer with delegated authority, as designated in Section 1.c above.

a. Use of Stanford Trademarks

- (1) **Trademark Notices** – The Stanford Trademarks may be used only in the form and manner and with appropriate legends as prescribed from time to time by Stanford. Upon request, each licensee shall cause to appear with each use of the Stanford Trademarks by means of a tag, label, imprint or other appropriate device or mechanism, such copyright, trademark or service mark notices as Stanford may from time to time, upon reasonable notice, designate. Upon request by Stanford, each licensee shall cause all products bearing the Stanford Marks to bear an “Official Licensed Product” label in a form and manner that Stanford may from time to time, upon reasonable notice, designate.
- (2) **No Use of Identical or Similar Trademarks; No Combination Marks** – The Stanford Trademarks may not be used with any other trademark or in combination with any of the other Stanford Trademarks without the prior written approval of Stanford. No licensee shall alter, modify, dilute or otherwise misuse the Stanford Trademarks.
- (3) **Goodwill** – Stanford is the sole owner of goodwill associated with the Stanford Trademark(s). Licensees shall acknowledge this ownership and the value associated with the Licensed Trademark(s). Licensees shall not apply for trademark registration or otherwise seek to obtain ownership of any Stanford Trademarks, including Internet domain names, anywhere in the world, nor act in any manner or contribute in any way to actions or activities that would adversely affect the value of the goodwill associated with the Stanford Trademarks.
- (4) **Submission of Uses of Stanford Trademarks** – Each licensee shall submit, at the licensee’s expense, samples of proposed uses of the Stanford Trademarks prior to any particular use of a Stanford Trademark or other distribution to the public. Stanford shall have the right to object to any use within 5 business days of its receipt of a sample if Stanford reasonably believes that such use of the Stanford Trademark will damage the goodwill of the Stanford Trademark, or if the samples do not meet the requirements of this Trademark Use Policy or the written agreement between Stanford and the licensee relating to such Stanford Trademark. No licensee shall make use of a Stanford Trademark until such particular use has been approved in writing by Stanford.

Licensee shall submit to Stanford for approval samples of all tags, labels, packaging, computer images, Web pages and the like to be used in connection any Licensed Product(s) and to remove therefrom or add thereto any element Stanford may from time to time, upon reasonable notice, designate.

Licensee shall submit to Stanford copies of any advertisements or promotional materials containing Licensed Trademark(s) for Stanford's approval prior to any use thereof, and to remove therefrom either any reference to Licensed Trademark(s) or any element which Stanford may from time to time, upon reasonable notice, designate.

- (5) **No Sponsorship** – No Licensee may state or imply, either directly or indirectly, that the licensee's activities, other than those permitted by written agreement, are supported, endorsed or sponsored by Stanford. Upon the direction of Stanford, a licensee shall issue express disclaimers to that effect.
 - (6) **Notification of Infringement** – Each licensee shall promptly inform Stanford of any suspected infringement of any Stanford Trademark by a third party. Stanford shall have the sole right and discretion to enforce the Stanford Trademarks, (subject to specific agreements that impose the costs or other duties of enforcement on third parties).
 - (7) **Quality Control and Review** – The Stanford Trademarks may be used with and applied to only those products, services and other materials permitted by the written agreement and only for so long as such products, services and other materials meet Stanford's high standard of quality consistent with the level of quality reflected in Stanford's own products and services. By means of example and not limitation,
 - (a) The Stanford Trademarks may not be used on or in connection with any material that is pornographic or otherwise objectionable in the light of Stanford's reputation for quality educational and medical products and services
 - (b) The Stanford Trademarks may not be used on or in connection with any material that libels or defames Stanford or any other person or entity
 - (c) The Stanford Trademarks may not be used on or in connection with any material that violates any state, federal or foreign law or regulation.
- b. **Negation of Warranties** – Nothing in this Trademark Use Policy shall be construed as a warranty or representation by Stanford (i) as to the validity or scope of the Stanford Trademarks or (ii) that anything made, used, sold or otherwise disposed of under any license granted to the Stanford Trademarks is or will be free from infringement of trademarks, copyrights and other rights of third parties.
 - c. **Termination** – Stanford may terminate any written agreement granting a license to the Stanford Trademarks by 90 days' prior written notice to the licensee (unless some other period of time has been designated in writing by the person specifically designated in Section 1.3). If a licensee is in default in royalty payments or providing reports, is in breach of any provision of this Trademark Policy or the licensee's written agreement, or provides any materially false report, Stanford may terminate such licensee's license to use the Stanford Trademarks on 30 days' prior written notice if licensee fails to remedy such default, breach or false report within 30 days after receipt of such notice from Stanford. Any cause of action or claim of Stanford that accrued or will accrue as the result of any breach or default by a terminated licensee and a terminated licensee's obligation to pay accrued or accruable royalties shall survive any such termination.
 - d. **Construction** – This Trademark Use Policy shall be read in conjunction with any written agreement between Stanford and a licensee; provided that in the event of any conflict between a provision of this Trademark Use Policy and such written agreement, the express provision set forth in the written agreement shall prevail.

4. FURTHER INFORMATION

- a. **Approval Questions** – Questions concerning the proper office to approve use of Stanford's name and marks may be directed to the Office of University Communications, the Office of Business Development or the General Counsel. Questions concerning registration of trademarks or Internet domain names incorporating the word "Stanford" may be directed to the Office of the Vice President for Business Affairs/CFO or the General Counsel. For information regarding the use of the Stanford name and marks on courseware distributed by videotape or other media, contact the Vice Provost and Dean for Institutional Planning, Learning, Technology and Extended Education.
- b. **Licensing Program** – Further information on the use of the registration symbols in conjunction with the registered marks, the use of the names and marks on clothing and other merchandise, license application forms, and sample license agreements may be obtained from the Office of Technology Licensing. Contact the Manager of Emblem Licensing in the Office of Technology Licensing at (650) 723-0651 or by e-mail at emblemlicensing@otlmail.stanford.edu.

5. RELATED POLICIES

The following policies include related information:

- Academic and Business Relationships with Third Parties (Guide Memo 14, <http://adminguide.stanford.edu/14.pdf>)
- Political Activities (Guide Memo 15.1, http://adminguide.stanford.edu/15_1.pdf)
- Intellectual Property (Research Policy Handbook, Chapter 5, <http://www.stanford.edu/dept/DoR/Chpt5.html>)
- Guidelines for the Establishment and Review of Centers at Stanford University, (Committee on Research, Annual Report for 1996-97, Attachment A)
- Event Policies and Procedures