



## Preserving and Promoting UBC's Legacy and Reputation Through Appropriate Third Party Use of UBC's Name, Coat of Arms, and Trade-Marks.

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### 1. What is UBC's legacy and how is it embodied?

UBC is recognized as one of the most prestigious teaching and research universities in Canada and the world. UBC has actively maintained its reputation for an exceptional learning environment; excellence in advanced research and learning; and innovative undergraduate, graduate and professional programs. It is this legacy in research and teaching that continues to allow UBC to attract and retain an abundant and diverse student body, first rate teachers and researchers, dedicated staff, and engaged alumni.

A key symbol of UBC's legacy is its Coat of Arms. From their origins in the twelfth century, coats of arms have been granted to leading or respected institutions, including universities. In 1915, the College of Arms in London, England granted The University of British Columbia its official Coat of Arms, including the motto "TUUM EST" ("It is up to you" or "it is yours"). Since then, the UBC Coat of Arms affixed, stamped or engraved upon a diploma, degree or certificate of proficiency, officially signifies UBC Senate recognition that an individual has successfully completed all the academic requirements of a particular course of studies at the university.

The UBC Coat of Arms is only used for ceremonial purposes, including the conferral of an official degree from UBC to a student; as opposed to UBC's Regular Trade-Marks which are used for the day to day purposes of identifying UBC as the provider of certain goods and services, as detailed further below in Sections 2 and 3.

COAT OF ARMS



EXAMPLE OF REGULAR TRADE-MARK



Any specific requests for permission to use the UBC Coat of Arms should be directed to the UBC Director of Ceremonies. For more information on the UBC Coat of Arms and other legacy elements please refer to the following website: <http://brand.ubc.ca/about-the-brand/visual-identity-system/legacy-elements/>.

## 2. How does UBC continue to maintain and enhance its reputation and legacy?

UBC is consistently ranked among the 40 best universities in the world. It must continue to take active steps to protect and preserve its reputation, because any inappropriate use of its name, including “The University of British Columbia” or “UBC”, or its logos by a third party can dilute UBC’s legacy and the goodwill associated with its reputable brand.

The Office of the University Counsel actively governs and protects UBC’s reputation and legacy in the following ways:

- **Registration of Trade-Marks:** registering both UBC’s descriptive and distinctive logos, word marks, name or visual identity elements as trade-marks (“**Regular Trade-Marks**”) and official marks (“**Official Marks**”);
- **Licensing of Trade-Marks:** licensing any appropriate third party use of UBC’s Regular Trade-Marks through expressed and limited permissions; and
- **Enforcing Policy:** enforcing UBC’s Policy #110 (Third Party Use of University Trade-Marks) against unauthorized use by a third party of UBC’s Regular Trade-Marks and against providing testimonials or endorsements of any third party goods or services.

## 3. How do UBC’s Regular Trade-Marks and Official Marks promote and protect its reputation and legacy?

UBC has three types of marks: Regular Trade-Marks, Official Marks and marks which have not been officially registered but have additional protections beyond what is set forth in Canada’s *Trade-Marks Act*.

**Please Note:** This FAQ only considers the appropriate use of UBC’s Regular Trade-Marks and Official Marks by third parties and not circumstances of internal use by UBC’s academic and administrative units or departments; or circumstances where UBC’s name is used in accordance with the principles of fair comment or freedom of expression. Any internal use by UBC’s academic and administrative units or departments is governed by UBC’s Communications and Marketing Department under Policy #94 (Visual Identity).

**Regular Trade-Marks** are officially registered with the Canadian Intellectual Property Office (and where applicable with the United States Patent and Trademarks Office). UBC fosters its reputation as a provider of quality goods and services on or around campus through the placement of UBC Regular Trade-Marks as the public identifies and associates UBC’s Regular Trade-Marks with UBC and its operations. Furthermore, UBC has the exclusive right to use such Regular Trade-Marks and to prevent third parties from using any confusingly similar marks in connection with similar goods and services.

**Use of UBC’s Regular Trade-Marks on goods:** UBC has actively registered a number of its Regular Trade-Marks for use on souvenirs or memorabilia, including its word marks “UBC” and “The University of British Columbia” (i.e., clothing, sportswear and novelty items, including foam fingers and noise makers) for use by staff, students, faculty, alumni, and other supporters of UBC to build school spirit and promote the UBC community.

Furthermore, the UBC Bookstore coordinates the manufacture and sale of commercial goods upon which UBC's Regular Trade-Marks may be placed. It also actively monitors the quality of items produced by third party suppliers and manufacturers to ensure compliance with the UBC Bookstore's no sweatshop, free trade and sustainability policies. For more information on the UBC Bookstore, its policies for manufacturing and trade, and its available gifts and items, please refer to the following website: <http://bookstore.ubc.ca/home>.

*Use of UBC's Regular Trade-Marks in connection with certain services:* UBC also uses a number of its Regular Trade-Marks in connection with services it offers to the UBC community (i.e., conferences, accommodations, and catering services). The use of UBC's Regular Trade-Marks in association with these services helps promote the campus and its related activities, as well as UBC's reputation for maintaining high ethical standards, sustainable practices and waste reduction measures (e.g., sourcing of organic foods or sustainable seafood; recycled or biodegradable containers).

**Official Marks** are only granted to public bodies in Canada. Official Marks are neither used in association with goods and services nor licensed to third parties. An example of an Official Mark is the UBC Coat of Arms. However, UBC registers many of its Official Marks as Regular Trade-Marks, as well, in order to allow UBC to license any appropriate use of its Regular Trade-Marks to a third party for limited and express purposes.

For more information on UBC's Regular Trade-Marks, Official Marks, the law of trade-marks, please refer to the following website: <http://universitycounsel.ubc.ca/university-trade-marks/>.

#### 4. What is Appropriate Use by a Third Party of UBC's Name and other Regular Trade-Marks?

There are a variety of circumstances where the Office of the University Counsel may determine that it is appropriate to grant a third party permission to use UBC's Regular Trade-Marks. Requests for third party use are considered on a case by case basis, depending on the factual nature of the relationship between UBC and the third party or event. Examples of primary considerations include: preserving the good name of UBC, limiting any risk arising from UBC's association with any questionable products or practices, and enhancing the reputation and image of UBC.

Generally, the Office of the University Counsel recognizes two primary examples of appropriate use of UBC's name and other Regular Trade-Marks by a third party:

- **Geographic Location:** identifying a UBC campus as a geographic location for an event or activity; and
- **Proper Recognition:** recognition or acknowledgement of UBC as either a donor, sponsor or fundraiser of a third party or external activity; or as a partner, affiliate or collaborator of a third party or external activity.

These examples are discussed in more detail below.

Please Note: Except in circumstances where a third party is merely identifying a UBC campus as a geographic location of an event or activity, all third parties must obtain a form of prior written consent to use UBC’s Regular Trade-Marks and Official Marks (including the word marks: “The University of British Columbia” and “UBC”) that contains standard language approved by the Office of the University Counsel.

**Geographic Location:** The name “The University of British Columbia” or “UBC” may be used by a third party, in a non-infringing manner, if used solely to designate a geographic location. No other use of UBC’s Regular Trade-Marks may be used for the purposes of identifying a UBC campus as a geographic location.

<i>Appropriate and permitted examples:</i>	<i>Inappropriate or unpermitted examples:</i>
<i>“The 24<sup>th</sup> Annual Conference of International Widget Makers is being held at the Point Grey campus of The University of British Columbia”</i>	<i>“UBC’s 24<sup>th</sup> Annual Conference of International Widget Makers”</i>
<i>“Intro to Vegetable Garnishes 101 presented by the Canadian Association of Sous Chefs at the University of British Columbia’s Okanagan campus”</i>	<i>“Intro to Vegetable Garnishes 101 at UBC”</i>
<i>“Hand Walking Society’s Inaugural Hand Walking Race at UBC’s Vancouver campus”</i>	<i>“Inaugural UBC Hand Walking Race”</i>

The Office of the University Counsel may require the third party to include an additional express disclaimer to the effect that “UBC is in no way affiliated or connected to X organization and in no way endorses X organization or its activities”, if necessary to prevent any false impression of UBC’s involvement or endorsement of any third party activities or events held at a UBC campus.

**Proper Recognition or Acknowledgement of UBC by a Third Party as follows:**

*UBC as a donor, sponsor or fundraiser of an event or activity:* Typically, UBC’s status as a sponsor, fundraiser or donor of a third party organization or event is easily identified through a donation, fundraising or sponsorship agreement between UBC and the third party organizer. These documents are negotiated, prepared and processed through UBC’s Development and Alumni Engagement Offices and typically contain standard language, approved by the Office of the University Counsel, setting out the acknowledgement or recognition obligations of the parties.

<i>Appropriate and permitted examples:</i>	<i>Inappropriate or unpermitted examples:</i>
<p>If UBC is a recognized sponsor, donor or fundraiser of an event or activity, then UBC may permit logo recognition and acknowledgement of UBC by the third party organizer (i.e., placement of UBC Trade-Marks on a sponsorship, donation or fundraising wall or webpage associated with the event or activity).</p>	<p>If UBC, or a UBC supported staff, faculty or student group has not granted any funds or consideration as an official sponsor, donor or fundraiser of an activity or event, then UBC's Trade-Marks may not be used in connection with the third party event.</p>
<p>If a team of UBC staff and faculty wish to enter a bike ride for charity, then they may produce a race t-shirt that identifies the particular group at UBC:</p> <p><i>"UBC Faculty X Members Bike Team"</i></p> <p><i>"UBC Staff Team for the Ride X for the Benefit of Y"</i></p>	<p><i>"UBC Team for Ride X for the Benefit of Y"</i></p>
<p>If a team of UBC students wish to enter a bike ride for charity and have UBC staff or faculty member support and supervision, then they may produce a race t-shirt that identifies that particular group as students of UBC:</p> <p><i>"UBC Science Students Ride to Conquer X"</i></p>	<p><i>"UBC Rides to Conquer X"</i></p>
<p>AMS has a license to use the name "UBC" as part of AMS Student Club names under a Master Licensing Agreement between the AMS and UBC, and must follow the below naming conventions:</p> <p><i>"AMS X Club at UBC"</i></p> <p><i>"AMS Club X @UBC"</i></p>	<p>If an AMS Student Club's name has not been "officially" grandfathered under the Master Licensing Agreement between the AMS and UBC, or has been changed since being grandfathered, such AMS Student Club may <u>only</u> use the "UBC" mark in its name in accordance with the naming convention. For example, the below naming conventions are not permitted:</p> <p><i>"UBC's Club X"</i></p> <p><i>"Club X of UBC"</i></p>

*UBC as a partner, affiliate or collaborator with third party entity:* Generally, proper partnerships, affiliates and collaborators of UBC are harder to identify. These terms are often used improperly

to suggest any connection between UBC and a third party, absent any specific agreement or material benefit to UBC.

A general rule of thumb for identifying a proper partnership, affiliation or collaboration with UBC is to determine whether the third party is entering, has entered into agreements with, or is working directly with the University-Industry Liaison Office (“UILO”). If so, then such party may be considered a partner, affiliate or a collaborator of UBC, depending on the terms of the specific agreement. In contrast, third parties with whom UBC only has a standard vendor and customer relationship, and which is managed through UBC’s Supply Management and Payment & Procurement Services, should not be referred to as partners, affiliates or collaborators. UBC’s relationship with third party vendors is discussed further below in Section 5.

<i>Appropriate examples of proper UBC partnerships, affiliates or collaborators are as follows:</i>	<i>Inappropriate or improper examples of UBC partnerships, affiliates or collaborators are as follows:</i>
<ul style="list-style-type: none"> <li>• Any third party entering into an agreement with the UILO (i.e., an industry research partner/ collaborator; a government or non-profit entity research partner; licensee of UBC technology; a UBC spin off company).</li> <li>• Any relationship whereby UBC obtains an exclusive, special or significant benefit above and beyond what other institutes of higher learning or other large corporations in BC receive from such relationship; and such benefit has been negotiated and agreed to as a part of the agreement.</li> </ul>	<ul style="list-style-type: none"> <li>• A third party solely in their position as a supplier or vender of goods or services to UBC.</li> <li>• Any relationship between UBC and a third party where there is no firm contractual commitment between the parties to form an expressed partnership, affiliation or collaboration</li> <li>• Any relationship based solely on a Non-binding Statement of Cooperation, Letter of Intent, or Memorandum of Understanding.</li> </ul>

For specific information on Third-Party Use of University Trade-Marks, please refer to the following websites: <http://universitycounsel.ubc.ca/university-trade-marks/>

## 5. Why and when does UBC prohibit testimonials and endorsements?

UBC works as a collective body of staff, faculty and students with many individual departmental or academic opinions, theories, reports and research papers produced through various teaching, learning and research efforts at the institution. Often the research, opinions or theories produced by UBC community members is varied and at times contradictory or controversial but are all supported by the ideals of freedom of speech, academic freedom, and scholarly integrity. UBC is the institutional vehicle through which all these ideas and concepts can develop. Therefore, it follows that UBC, as a research and teaching institution, does not usually express an official point of view or opinion, beyond what procedures and policies have been approved through UBC’s Board of Governors. If anyone wishes to provide an

official public comment on behalf of UBC, it should be communicated and managed through UBC’s Public Affairs department.

However, UBC departments often receive requests from third party suppliers of goods and services, with whom UBC may or may not have an existing relationship, to provide endorsements or testimonials with respect to such third party products or services, sometimes in consideration for a discounted price for their goods and services. Any approval of these requests are in direct contravention of UBC’s Policy #110 (Third Party Use of University Trade-Marks). Section 1.5 of Policy #110, prohibits UBC from granting such endorsements and testimonials:

*“Various retailers and distributors have found that University endorsement of a product can substantially add to its value and marketability and may seek such endorsement from department heads or individual faculty members. Faculty and staff should understand that their personal endorsement of any product does not constitute University endorsement and should not be given in such a manner as might lead a member of the public to believe it is”.*

Individuals can give personal and factual testimonials if they personally choose to, but only if such testimonials are in their own personal capacity and there is no reference to UBC’s name or its Regular Trade-Marks.

<i>Appropriate use of personal testimonials include:</i>	<i>Inappropriate uses of personal testimonials include:</i>
<p><i>“I, Mr. Smith, a director of IT infrastructure at a major Canadian institute of higher education, believe in my personal opinion that product X is ‘ _____ ’”.</i></p> <p><i>“I, Ms. Jones, a manager of campus logistics at a major university in Western Canada, found solution X was ‘ _____ ’”.</i></p>	<p><i>“I, the Head of Department X at UBC, chose Product Y over the following competitors: Product X, Product Y and Product Z”.</i></p>

Faculty and staff should also be aware that the more senior the position of the UBC person providing such personal testimonial, the higher the potential that their testimonial can be inferred as an endorsement of a third party product or services by UBC (i.e., “the President of Western Canada’s largest teaching and research university uses Brand X”).

UBC’s Policy #110 (Third Party Use of University Trade-Marks) is found at the following website: <http://universitycounsel.ubc.ca/files/2010/08/policy110.pdf>.

In addition, UBC is subject to the Province of British Columbia’s *Freedom of Information and Protection of Privacy Act* and is therefore obligated, subject to certain exceptions, to respond to public requests to release its records, which may or may not contain confidential or sensitive information. Public testimonials or statements on behalf of UBC, can lead to a Freedom of Information (FOI) requests to UBC from the public.

For example: a member of the public may want to confirm the terms of an announced “partnership” which recognizes and acknowledges Third Party X and UBC; or a competitor of Third Party X who heard

UBC endorsed Third Party X because it surpassed all the other competitors in the market, may submit an FOI request related to the procurement or tendering process used by UBC to make such determination.

For further information on Access and Privacy at UBC, including its obligations to respond to FOI requests, please refer to the following website: <http://universitycounsel.ubc.bc.ca/information-and-privacy>.