

# **FIWARE FOUNDATION e.V.**

## **Association Code**

### **ARTICLE I.**

#### **INTELLECTUAL PROPERTY RIGHTS**

##### **I - Marks and logos**

FIWARE Foundation Marks and Logos, listed and described in <https://www.fiware.org/brand-guide/>, may not be used in any manner other than expressly permitted by this article.

##### **Authorized/Unauthorized use of Marks and Logos**

The FIWARE Logos shall be use only in compliancy with the provisions in <https://www.fiware.org/brand-guide/>.

FIWARE Foundation Marks and Logos may be used:

1. By the Community for the purposes of open source discussion, development and support of the FIWARE Mission
2. When used in a referential phrase (books or magazines, or in connection with the presentations and publications that are displayed to the public) in order to describe a FIWARE Mission or the FIWARE Technology. Such use is mostly for non-commercial purposes and therefore the Mark and Logo could be used without a license.

Written license agreement is needed to use FIWARE Foundation Marks and Logos:

1. for any commercial use
2. for use on or in relation to a software product that includes or is built on top of FIWARE Technologies, or a service supplied by the FIWARE Foundation.

Without the express prior written consent of the FF, FF Marks and Logos cannot be used in a manner that implies an affiliation with, approval by, endorsement of or sponsorship by the FIWARE Foundation.

Unauthorized use of the FIWARE Foundation Marks and Logos constitutes an infringement of the FIWARE Foundation trademark rights and is strictly prohibited. Unauthorized use comprises:

1. Use of the FIWARE Foundation Marks and Logos damaging the brand integrity, including use of the Marks in a offensive, defamatory, illegal or unethical manner
2. Use of the trademarks, logos or other content that is confusingly similar to the FIWARE Foundation Marks and Logos
3. Use of the FIWARE Foundation Marks and Logos to imply approval, sponsorship, endorsement or affiliation of any company, website, products or services by FIWARE Foundation.

The preceding examples are illustrative rather than an exhaustive list of types of unauthorized uses of the FIWARE Marks and Logos.

## **II – FIWARE word mark**

We share the FIWARE Word Mark with the community for the purposes of open source discussion, development and support of the FIWARE Community activities and FIWARE Technologies. We understand that such use is mostly for non-commercial purposes and therefore we will allow the use of the FIWARE Word Mark, without a license, when used in a referential phrase only to describe the FIWARE Community activities or the FIWARE code base, provided you comply with the following requirements:

- The FIWARE Word Mark is used in a manner consistent with this Marks and Logos Policy and usage guidelines below;
- There is no commercial activity associated with the use of the FIWARE Word Mark, except as may be permitted in a written license from the FIWARE Foundation;
- The FIWARE Word Mark is used only to refer to the FIWARE Community activities and/or FIWARE Technologies; and
- The FIWARE Word Mark is not used in an attention-getting or branding manner, or used as part of your product or service name, unless you have met the requirements specified in *the Section Restricted Use that Requires a Trademark License Prior to Use* and further detailed in the *Restricted Use Logo Guidelines*, and have agreed to the terms of the applicable *FIWARE Trademark License Agreement*.
- The FIWARE Word Mark appears less prominent than your company or product name.
- The reference to FIWARE does not create a sense of endorsement, sponsorship, or false association with the FIWARE Foundation.

ALL OTHER USES OF THE FIWARE WORD MARK REQUIRE A WRITTEN LICENSE AGREEMENT.

## **III – Intellectual property rights regarding FIWARE Technologies**

Any intellectual property rights developed or created by any of FIWARE Foundation's employees or assigned to or procured by FIWARE Foundation shall be owned exclusively by FIWARE Foundation, such as trademarks, logos, copyright materials or software.

Each member shall retain all right, title, and interest in and to intellectual property rights (including copyright ownership of their original work) contributed to the FIWARE Foundation and owned, conceived, created, or developed by the respective Member. With regard to any name submitted by any Member for approval as the name of the FIWARE Technologies, each Member shall remain the owner, except otherwise agreed between such Member and the FIWARE Foundation, of any related trade name, trademarks or any other commercial indicia.

No Member shall at any time be required to exchange proprietary information with any other Member solely by reason of its being a Member of FIWARE Foundation.

Specifications belonging to FIWARE Technologies are public and royalty free. Implementations belonging to FIWARE Technologies shall be released in source code form under well-known open source software license terms listed in <http://opensource.org/licenses/category>. Those license terms should not force software using any FIWARE Technologies to be released under open source software license terms nor prevent that any FIWARE Technologies can be offered as a Service.

Any contribution made by a contributor to one of the FIWARE Technologies should be submitted under the form of a technical document to FIWARE Foundation pursuant to the terms of the Contributor License Agreement to be published in the [fiware.org](http://fiware.org). If the contribution is not the original work of the contributor or contains elements which are not the original work of the contributor, it is the responsibility of the contributor to secure all necessary authorization from the copyright holder of the original work.

The BoD may amend the Contributor License Agreement from time to time as may be appropriate so long as such modifications permit distribution under the terms of an open source software license.

If required, the ownership of contributions and inventions, and any related intellectual property rights will be determined in a separate agreement between the contributor and FIWARE Foundation.

#### **IV - FIWARE Academy content**

FIWARE Academy content should be public and available under royalty-free conditions.