

Regulations on Brand Management

Established Nov.8, 2016

Chapter 1 General Provisions

Article 1 (Purpose) This regulation seeks to establish the management standards and procedures for the commercial usage of the name, logo, and other markings of Pohang University of Science and Technology (hereinafter referred to as “the University”), its internal organizations and related institutions, in order to maintain and strengthen the University’s prestige and reputation by protecting and managing the University brand, and to set the fee allocation standard for use of the brand, thereby contributing to securing fair trade and strengthening the University.

Article 2 (Definition of Terms) The terms used in this regulation are defined as follows:

1. “University’s Internal Organizations” (hereinafter referred to as “UIO”) refer to the University, graduate school, professional schools, specialized graduate schools, administrative organizations, unit departments, affiliated institutions, research institutions and others as defined by the Statutes of Pohang University of Science and Technology and the Organizational Structure Regulations.
2. “University-related Institutions” (hereinafter referred to as “URI”) refer to the institutions, such as POSTECH Foundation, POSTECH Holdings, and others that perform duties directly relevant to the University.
3. “External Institutions” refer to the institutions, businesses, and corporations besides UIO and URI.
4. “Brand” refers to markings that fall under Article 2 Clause 1 of the ‘Trademark Act’ or representations that fall under Article 2 Clause 1 of the ‘Unfair Competition Prevention and Trade Secret Protection Act’, which examples are as follows:
 - A. Any name, logo, or other markings that denote the University
 - B. Any name, logo, or other markings that denote a UIO
 - C. Any name, logo, or other markings that denote a URI
 - D. Any name, logo, or other markings that denote an invention related to duties that falls under Article 2 Clause 2 of the ‘Invention Promotion Act’ or Article 2 Clause 2 of the University’s ‘Regulations on Intellectual Property Management and Technology Transfer’.
5. “Domain Name” refers to what is specified in Article 2 Clause 1 of the ‘Internet Address Resources Act’
6. “Members” refers to all faculty members including full-time, part-time, or adjunct members, staff members, teaching assistants, researchers, and members related with research (including students and graduates who perform research related work as part of their duties in the University) who work in the University, URI, affiliated institutions, and research institutions.

Article 3 (Scope of Application) This regulation shall apply to the Brands in Article 2 Clause 4, and Domain Names in Article 2 Clause 5, and the interpretation of the terms used in this regulation shall be governed by the relevant statutes. The Executive Director of the POSTECH Research and Business Development Foundation shall determine the detailed matters necessary for the enforcement of this regulation separately unless noted otherwise.

Chapter 2 Protection and Management of the Brand

Article 4 (Protective Duties of the Brand) ① The President of the University (hereinafter referred to as “President”) may protect the Brand of the University, UIO, and URI in accordance with relevant statutes, take necessary measures to utilize them, and seek legal measures to protect its rights.

② The President shall delegate to the Executive Director of the POSTECH Research and Business Development Foundation (hereinafter referred to as “Executive Director”) various matters of the University, UIO, and URI regarding the planning and managing of the Brand, and protection and other duties related to the Brand in accordance with relevant statutes. However, among the tasks delegated to the Executive Director, the tasks related to any Brand owned by the URI shall be performed with consent from the URI.

③ The duties aforementioned in Clause 2 shall be performed by the respective office of the POSTECH Research and Business Development Foundation that files, registers, and manages the intellectual property rights.

Chapter 3 Granting and Revoking Usage Permission

Article 5 (Application Process for Usage Permission) ① Anyone who wishes to use the Brand of the University, UIO, or URI must apply for usage permission to the Executive Director in writing. However, in cases where written application is difficult, the person may apply via email with the approval of the Executive Director.

② If the University, UIO, or URI desire to allow the Brand to be used by third parties, they must apply for usage permission to the Executive Director.

Article 6 (Decision Standards for Usage Permission) ① In principle, any commercial usage and the use of the Brand by an external company in relation with its trademark shall be prohibited.

② However, usage of the Brand may be granted within the limited scope as defined:

1. As part of the name of subsidiaries that POSTECH Holdings has management control
2. When the University cooperates with a separately established institution for the purpose of research development or strengthening the entrepreneurial ecosystem, or as part of the name of the resident center of a company that moves into a specialized space established for the aforementioned purposes
3. To indicate the following: when a company describes a joint research outcome or has received IP transfer from the University
4. When the University makes promotional souvenirs either directly or through an agent
5. When the usage of the Brand is deemed to be necessary

③ In principle, if the permission to use the Brand is granted pursuant to Clause 2, the form or manner of its use shall be limited as below, and may be partially changed in unavoidable circumstances.

1. ‘(The name of the company or the name the company assigned to themselves) + Pohang University of Science and Technology’ or ‘(the name of the company or the name the company assigned to themselves) + 포스텍’ or ‘(the name of the company or the name the company assigned to themselves) + POSTECH’
2. ‘(The name of the company or the name the company assigned to themselves) + Pohang University of Science and Technology Center’ or ‘(the name of the company or the name the company assigned to themselves) + 포스텍센터’ or ‘(the name of the company or the name the company assigned to themselves) + POSTECH Center’

3. ‘The joint research outcome with Pohang University of Science and Technology (or 포스텍 or POSTECH)’ or ‘produced with technology transferred from Pohang University of Science and Technology (or 포스텍 or POSTECH)...’
 4. In case of using symbol marks, emblems, or special anniversary emblems, changing or modifying in any way the form, color, etc. as determined by the University is prohibited.
- ④ The Executive Director shall comprehensively consider the following when granting permission for the Brand’s usage.
1. Whether the usage meets the criteria set out in Clause ②
 2. Whether the goods, activities, and publications subject to the use of the University and the UIO’s Brand is appropriate for the University’s educational goals.
 3. When indicating the research outcomes of the members of the University, whether that indication conforms to the objective truth and if such indication causes confusion to the target users.

Article 7 (Decision for Usage Permission) ① The matters concerning the granting of permission for the Brand’s usage shall be determined by the Executive Director except for Subclause 5 of Clause 2 of Article 6.

② For Subclause 5 of Clause 2 of Article 6, the permission shall be granted with the President’s approval after deliberation by a separate committee composed of the Executive Director of the POSTECH Research and Business Development Foundation, the Vice President of Industry-Academic Affairs, and the Managing Director of the POSTECH Foundation.

Article 8 (Procedure for Usage Permission and Contract) ① In cases where the permission of usage is granted to an external company, the Executive Director must enter into a contract with the company regarding the Brand’s usage.

② The initial contract period shall be 3 years unless there are special circumstances to consider. However, the Executive Director may adjust the period if it is deemed necessary.

③ The contract above can be renewed.

④ The work involved with the Brand’s usage contract may be managed by POSTECH Holdings acting as an agent.

Article 9 (Revocation of Usage Permission) ① The Executive Director may revoke the permission of usage for users who fall under any of the following:

1. If the user uses the Brand in a way that does not conform to the purpose of Article 6.
2. If the user uses the Brand in a way that does not conform to the contract, and the user shows no clear signs of improvement even after adjustment on the usage was requested.
3. If there is a material change to user’s property due to reasons such as seizure, provisional seizure, injunction, insolvency, bankruptcy, applying for debtor rehabilitation, going out of business, or temporary closure of business.

② In accordance with Clause ①, the user cannot apply for reuse within 3 years of the revocation of usage permission, and any usage fee already collected shall not be reimbursed.

③ In principle, if any of the reasons for usage outlined in Subclause 1 of Clause 2 of Article 6 ceases to exist, the permission of usage shall be revoked immediately, but a stay period of 2 years may be granted if necessary.

Chapter 4 Collection and Distribution of the Brand's Usage Fee

Article 10 (Collection and Distribution of the Brand's Usage Fee) ① In the event that the permission to use the Brand is granted to a third party pursuant to Article 6, the Executive Director may collect a usage fee, and the amount shall be reasonably determined through discussions with the other party.

② From the usage fee collected pursuant to Clause ①, 50% shall be used for the management of the intellectual property rights such as management of the Brand and the like, and the remaining 50% shall be used towards the advancement of the University.

Chapter 5 Other Matters

Article 11 (Unauthorized Use of the Brand) In case of unauthorized usage of the University's, UIO's or the URI's Brand, the Executive Director may take legal actions such as filing a lawsuit pursuant to relevant statutes.

Addenda

1. (Date of Effect) This regulation was established on November 8th, 2016 and will take effect from that date.
2. (Interim Measures) For external companies that have been using Pohang University of Science and Technology's Brand prior to the enactment of this regulation, the provisions set forth in the previous contract shall be followed. If there is no previous contract, the right to use the Brand shall be reserved notwithstanding other matters that will be renegotiated pursuant to these regulations.