

Drupal Trademark Policy

DRAFT version 1.0

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The Drupal trademark – i.e. the word "Drupal", whether or not in capitals – is owned and controlled by Dries Buytaert, who cooperates with the Drupal Association and local non-profit associations to foster the use of the Drupal software.

Although you are encouraged to use the Drupal trademark for your own purposes, you must first obtain a license. You can either obtain this license **automatically**, or through a **license grant procedure**, as further explained below.

This policy also explains which "rules of use" always apply when you use the Drupal trademark (whether you obtained the license automatically, or through the license grant procedure). By imposing clear and simple rules, this policy aims to create a level playing field for everyone interested in using the Drupal trademark.

Please note that the use of the Drupal icon (druplicon) is not covered by this trademark policy: it is subject to separate licensing. Contact the Drupal Association for details.

I. How to obtain a license?

1. You **automatically** obtain a license when you *exclusively* use the Drupal trademark to foster the Drupal software. However, in order to be entitled to this automatic license, any compensation that you would receive by using the Drupal trademark, must also be *exclusively* used to foster the Drupal software.

2. No license is required for the so-called "**nominative fair use**" of the Drupal trademark, i.e. merely identifying that you are talking about Drupal in a text, without suggesting sponsorship or endorsement by Dries Buytaert or the Drupal Association.

For example, describing a new Drupal release in a review; referring to Drupal in a comprehensive overview of content management systems; complaining about a missing feature in a blog; reporting about a Drupal conference on your personal homepage.

The use of the Drupal trademark as part of the name of a function, procedure, variable name or similar source code component is also considered "nominative fair use" for which no license is required.

Examples: a procedure called `drupal_add_link()`; a constant called `DRUPAL_AUTHENTICATED_RID`; a variable named `$drupal_tag`; a set of source code files called `drupal.module` and `drupal.js`.

3. For all other uses of the Drupal trademark, you must follow the **license grant procedure. After successful examination of your application, you will then receive a written license to use the Drupal trademark.**

*Examples of **not** "exclusively to foster the Drupal software ": a charitable organisation selling t-shirts with the Drupal trademark to sponsor its fight against global warming; a company selling t-shirts with the Drupal trademark, while donating 25% of the profits to the Drupal Association.*

Examples of "exclusively to foster the Drupal software ": the One Laptop Per Child project printing the Drupal trademark on its laptops; the New York Drupal user group selling t-shirts with the Drupal trademark, to sponsor its functioning.

Note that the following exceptions apply to the rules described above:

1. The license grant procedure must always be followed when:

- the use of the Drupal trademark suggests an "official link" between your product or service and Dries Buytaert / the Drupal Association (i.e., the product or service can be perceived as either emanating from Dries Buytaert / the Drupal Association, or being endorsed by Dries Buytaert / the Drupal Association)

Examples: a domain name "drupalofficialfaq.com"; a course entitled "Drupal Exams"

- the Drupal trademark is used in combination with the words "conference", "convention" or "association", as well as any translation, abbreviation or variation thereof

Examples: "drupalcon", "drupalconference", "Drupalconvention", "drupal con", "drupal conference", "Drupal Convention", "Drupal Association"

- the Drupal trademark is used as part of the title of a company, organisation, trade name or association

Examples: a company named "Drupal, Inc.", "Drupal Experts GmbH" or "Drupal Support BV"; "Drupal Hosting LLC"; an organisation called "Drupal Peru" or "Drupal User Group Germany"

- the Drupal trademark is used as part of another registered trademark

Example: a trademark "Drupal Plugin Optimizer"

- the Drupal trademark is used as part of a "drupal.tld" domain name

Examples: drupal.com, drupal.info, drupal.co.uk

- the Drupal trademark is used in the title of a seminar or course, software package or domain name that is not exclusively intended to foster the Drupal software, while this title does not mention another trademark, trade name, name of company, name of an organisation, or name of an association.

Note that you obtain an automatic license when the Drupal trademark is used in the title of a seminar or course, software package or domain name that is exclusively used to foster the Drupal software. You also obtain an automatic license when the Drupal trademark is used in title of a seminar, course, software package or domain name that also mentions another trademark, trade name, name of company, name of an organisation, or name of an association (whether or not there the intention is exclusively to foster the Drupal software). The license grant procedure must not be used in such cases.

2. You receive an automatic license when:

- the Drupal trademark is used in the title of a seminar or course, software package or domain name, and none of the exceptions listed above applies.

Example uses for you receive an automatic license: a course entitled "Acme's Drupal Gold Course" or "Acme's Drupal Certification Course" or "Acme's Learn to Code in Drupal "; a domain name that is used for commercial purposes and is entitled "drupalacme.com" or "commonusesofdrupal.acme.com"; a domain name that is exclusively intended to foster Drupal use, and is entitled "drupalusersgroupcalifornia.org" or "drupalunofficialfaq.com"; an open source plugin to connect Acme's SQL-server to the Drupal software; a commercial plugin to connect Acme's SQL-server to the Drupal software, called "Acme's SQL plugin for Drupal"

Example uses for which the license grant procedure must be followed: a commercial website hosted under domain name "commonusesofdrupal.com"; a commercial course entitled "Drupal Newbies Course 2009"

- the Drupal trademark is used for the title of a camp or meet-up

Examples: "Drupal Bootcamp 2009", "Annual Drupal Meeting", "Drupal Gathering New York", "DrupalCamp Antarctica"

- the Drupal trademark is used in the title of a book regarding Drupal, and none of the exceptions listed above applies

Example book titles for which you receive an automatic license: "Drupal ninja secrets: the complete guide", "Drupal for newbies", "Drupal Installation Guide 2009", "Drupal Bible"

Example book titles for which the license grant procedure must be followed: "Drupal v6", "Official Drupal Guide", "Drupal Reference Guide"

II. The license grant procedure

In the license grant procedure, you must complete a form with your contact details and a description of the intended use of the Drupal trademark.

It may take a month or more for your application to be evaluated, and applications may be rejected for any reason (you may, however, reapply as often as you like). Furthermore, a license fee may be requested for any commercial use of the Drupal trademark.

Although licenses are granted in Dries Buytaert's sole discretion, and specific conditions or obligations may be imposed, the following factors will be taken into account during the license grant procedure:

1. With respect to a **Drupal-related product or service**, it is considered whether the product or service:

- does not suggest an official link
- promotes or expands Drupal adoption and usage
- is not a fork of Drupal, and does not promote or encourage forks of Drupal
- is licensed in a way that is compatible with the Drupal open source license
- substantially strengthens and empowers the Drupal community
- is of a high quality in both form and function

- is priced and packaged in ways that makes it highly affordable and accessible to a broad audience
- is created by significant contributors to the Drupal project
- is created by those with a track record of liberally "giving back" to their communities.

2. With respect to the **name of a company, organisation or association**, it is considered whether:

- the name does not suggest an official link
- the company / organisation or association is founded by significant contributors to the Drupal project, who have a track record of liberally "giving back" to their communities.

III. Rules of Use

With the exception of the "nominative fair use" of the Drupal trademark, your use of the Drupal trademark is subject to the following rules:

- Any use of the Drupal trademark implies acceptance of this policy.
- The Drupal trademark cannot be used for illegal, defamatory or humiliating purposes, or any other purpose that may negatively impact the Drupal software or open source software in general.

Example: a domain name "drupal-is-worthless.com"

- The name of your company or organisation should be used in combination with the Drupal trademark so that there can be no confusion about the true source (company, organisation, association or author) of your product or service. The combination of the name of your product or service with the Drupal trademark, must be unique and identifiable.

Example: if your company is called "Acme", refer to your Drupal certification product as "Acme Drupal Certification" instead of "Drupal Certification"; or if your company called "Acme" has a Drupal podcast, clearly refer to it as the "Acme Drupal Podcast" instead of the "Drupal Podcast" or even "Unofficial Drupal Podcast".

- The Drupal trademark should be accompanied by the following text (or an appropriate translation):

"The Drupal trademarks is registered and owned by Dries Buytaert and is managed with help from other organisations such as the Drupal Association or local associations. It is used with permission and does not indicate that the Drupal Association, a local association or Dries Buytaert approve the content or the material herein."

IV. Other legal stuff

- Any license granted under this policy, is legally granted as a sublicense by company Dries Buytaert BVBA (company number 0893.231.032), which is mandated by Dries Buytaert to evaluate the applications and assign sublicenses of the Drupal trademark on behalf of Dries Buytaert.
- Any license granted under this policy can be terminated upon sixty (60) days' prior written notice in case you breach any provision of this policy. If your breach can be cured (and you have not previously breached this policy), you may be granted forty-five (45) days from the date of notice to cure the breach.
- All implicit / automatic permissions or licenses to use the Drupal trademark that were granted before the publication of the current version of this policy, are revoked after a grace period of six (6) months (calculated as from the date of publication).
- This policy – as well as the accompanying website – may be changed at any time, with reasonable notice published on the Drupal website (<http://drupal.org>). You accept that all licenses accorded under this policy are non-exclusive, non-transferable, non-sublicensable, revocable at any time, and subject to changes in this policy. Hence, changes in this policy may cause permissions to be revoked or made dependant on additional obligations.
- In the case of any inconsistency between any provision of this policy and the accompanying website (available at [*URL to be inserted*]), the provisions of this policy shall prevail.
- All disputes in connection with this policy or any permission granted by it, will be submitted to the applicable Court of Brussels, Belgium. This policy is governed by the laws and regulations of Belgium.