



# Ministry of Defence

## Use of Ministry of Defence Insignia on Merchandise

### Guidance

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### 1. Introduction

- a. Military names, logos and insignia are owned by the Ministry of Defence (MOD). They are protected by various intellectual property rights, including Crown copyright, registered and unregistered design rights, and registered and unregistered trade mark rights.
- b. The MOD is prepared to take legal action against anyone who uses its intellectual property without a licence, in contravention of these legal rights.
- c. To protect the Armed Forces' reputation and financial interests, any third party wishing to use military insignia will require a licence from the MOD.
- d. If you are a retailer and purchase MOD branded products from a MOD licensed supplier, there is no need for you to require a licence. All licence holders are issued a licence number from DIPR. In order to ensure if someone is licensed with DIPR a list of licence holders are listed on the Defence Brand Portal, <https://www.defencebrandportal.mod.uk>, and DIPR who can be contacted at [dipr-merch@mod.gov.uk](mailto:dipr-merch@mod.gov.uk).
- e. Defence Intellectual Property Rights (DIPR), who act on behalf of the Secretary of State for Defence are the only section of the MOD that issue licences.
- f. There is no guarantee of an application being accepted and the MOD's decision is final. There is no appeal process. If your application is rejected, feedback will be given from Directorate of Defence Communications (DDC).

- g. Insignia which can be licensed to third parties can be found here:  
<https://www.gov.uk/government/publications/mod-copyright-licensing-information>

## 2. Cost and Terms of Licence

- a. All applications are treated equally.
- b. Where sales are expected to be above £25,000 per annum, the application will be submitted to our Agent who act on behalf of the MOD, if sales that are predicted below £25,000 will be processed by DDC and DIPR. The upfront fee covers the work which is involved by DDC and DIPR in the actual processing, the checks and various other tasks included prior to issuing a licence.
- c. The MOD does not grant exclusive licences; this means there may be several licensees selling similar or identical products.
- d. If a licence application is successful, an upfront administration fee of £200, (non-negotiable) is payable to DIPR, who reserves the right to change this fee at any time. A Royalty Rate of 10 percent on total net sales is also annually. There is a minimum fee of £100 per annum, irrespective of whether sales are made.
- e. Product Liability Insurance must be provided to DIPR, no licence will be issued until this is received, or uploaded on the Defence Brand Portal. Product liability of £5M with an indemnity to the principal clause (or), stating the MOD as an interested party. This will insure and indemnify the MOD from product liability claims.
- f. Licensed products must be manufactured, distributed, advertised, promoted and sold in accordance with the highest ethical and business standards.
- g. Royalties are not payable on products supplied to a Regiment using a Unit Identification Number or if fulfilling a formal MOD procurement contract. Evidence of this will be required in the statement of sales.
- h. Licences are granted on commercial terms. No concessions are available for charitable activities, or for Veterans or Welfare Organisations.
- i. The cost of postage and packaging is excluded from royalty payments.
- j. On grant of a licence, access will be given to high resolution images on the MOD Defence Brand Portal.
- k. To protect the reputation of the Armed Forces, the products listed in Annex A will not be permitted. This list is not exhaustive and is subject to change.

### **3. Products**

- a. All products should be listed on the application. Be as specific as possible when listing products.
- b. You will be asked to supply samples of the product(s), or high quality photographs of all products to DDC for approval prior to production and sale.

### **4. Annual Returns (State of Sales)**

- a. Manual returns will be required by the Finance section in DIPR recording the amount and value of products sold for each item sold.
- b. No reminder will be sent when a statement of sales is due or has not been received. It is your responsibility to ensure your statements are submitted on time. If you do not, a penalty fee will automatically be incurred.

### **5. Licence Amendments**

- a. Any amendment to a licence will incur an additional fee. £100 (exclusive of VAT). for the addition of badge(s) £100 (exclusive of VAT) for product/s. Name/address changes do not incur a fee.

### **6. Renewal of licences**

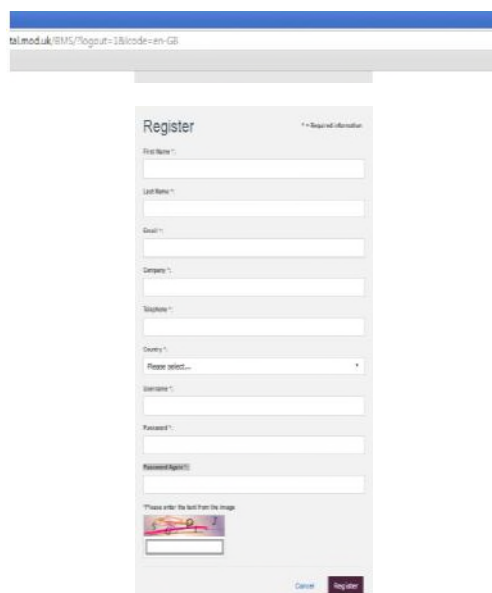
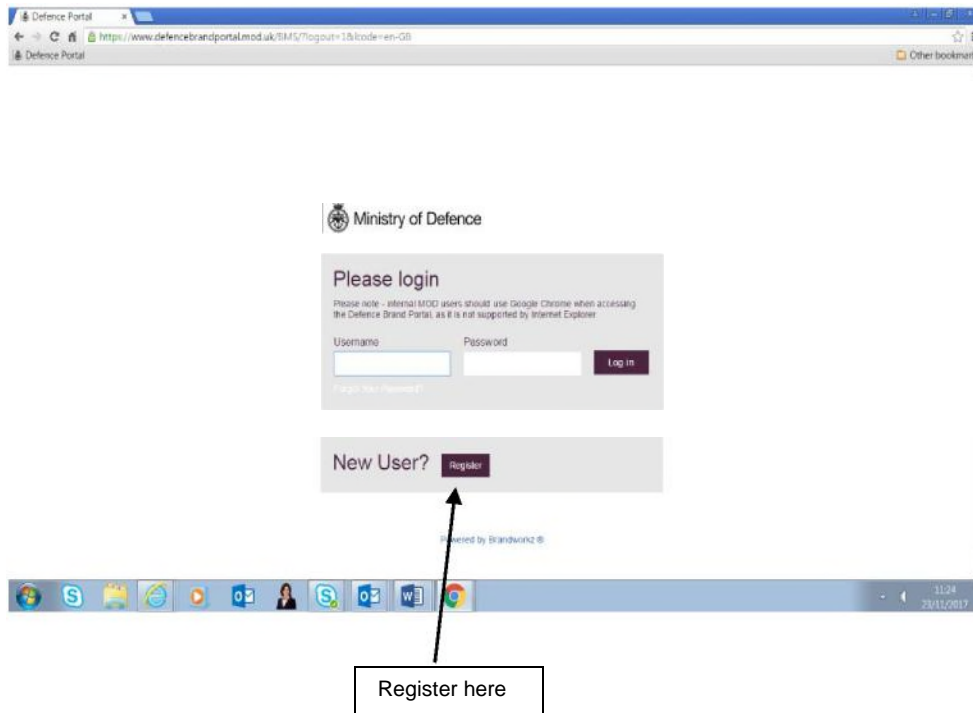
- a. The licensee is responsible in notifying DIPR of the intention to renew a licence 6 months prior to expiry date
- b. Renewal of licences is at the sole discretion of the MOD and is subject to the performance of the licensee.

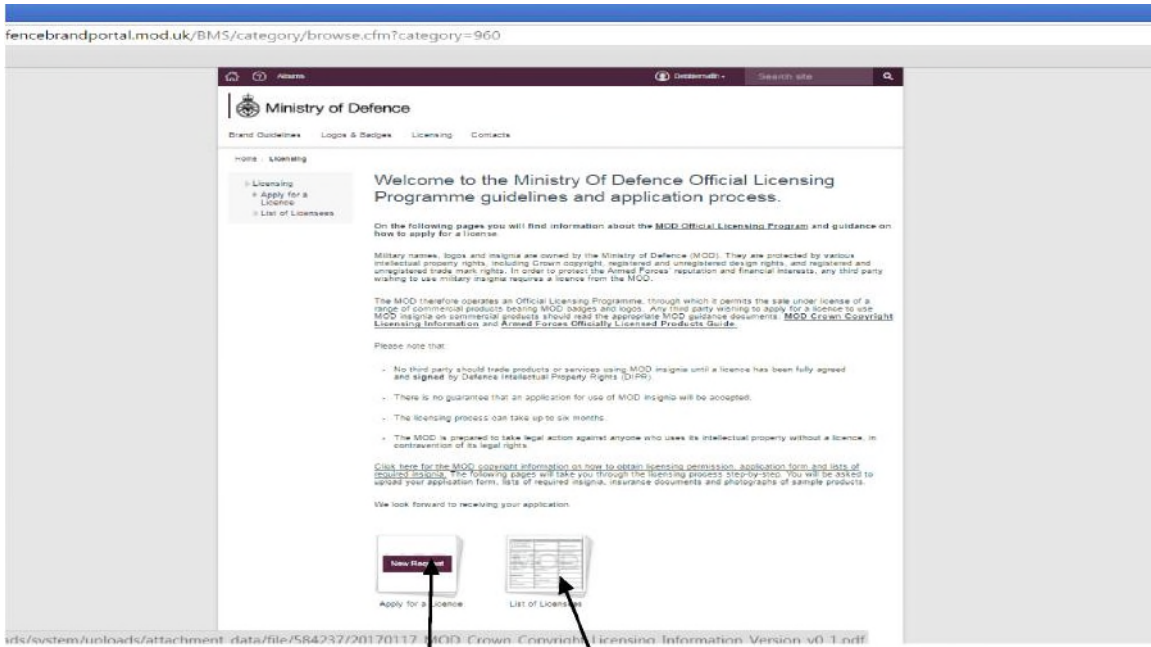
### **7. Officially licensed suppliers**

- a. The MOD holds a list of licensees.
- b. Specific, factual statements about your contractual relationship with the MOD can be made but MOD names, insignia cannot be used on websites, email blocks etc. A list of permissible statements will be set out in the licence. Statements that appear to give an advantage to a supplier are not permitted, and there is no “official partner” status.

## 8. Using the Brand Portal

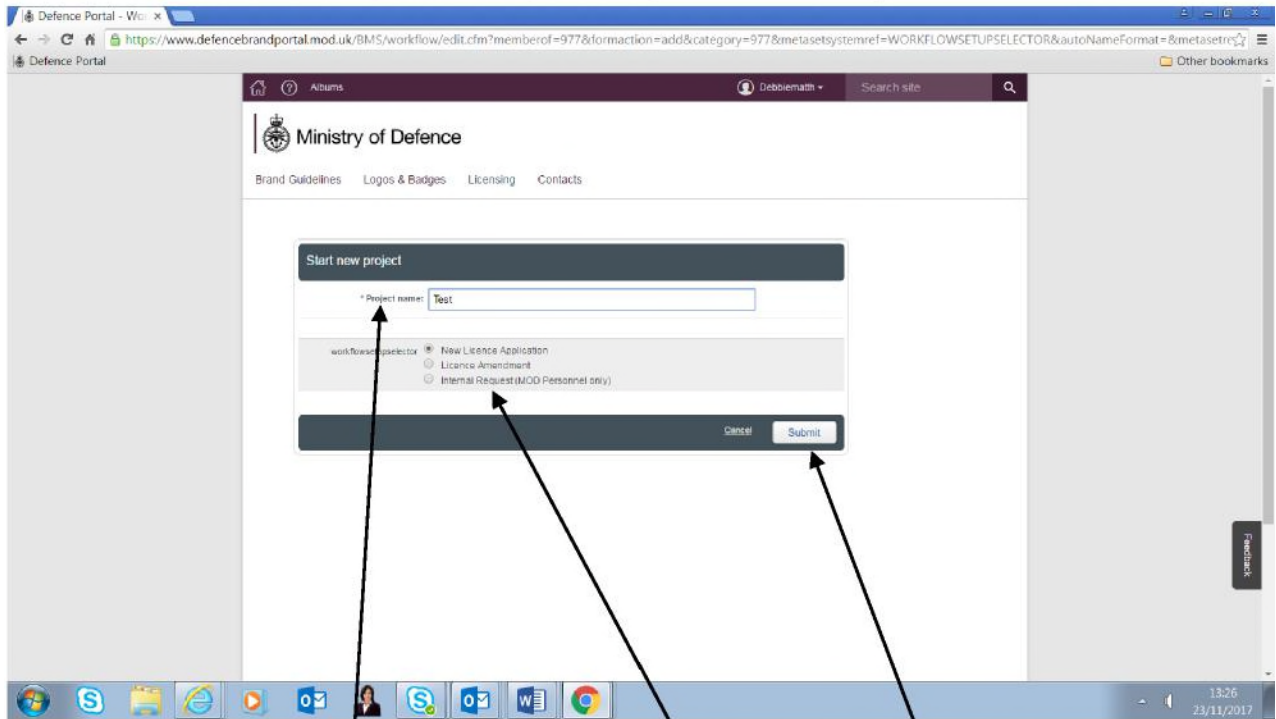
- a. To apply for a licence, upload your completed application (please see Annex B) form to the Brand Portal by registering on the Defence Brand Portal <https://www.defencebrandportal.mod.uk/> via google chrome.





Apply Here

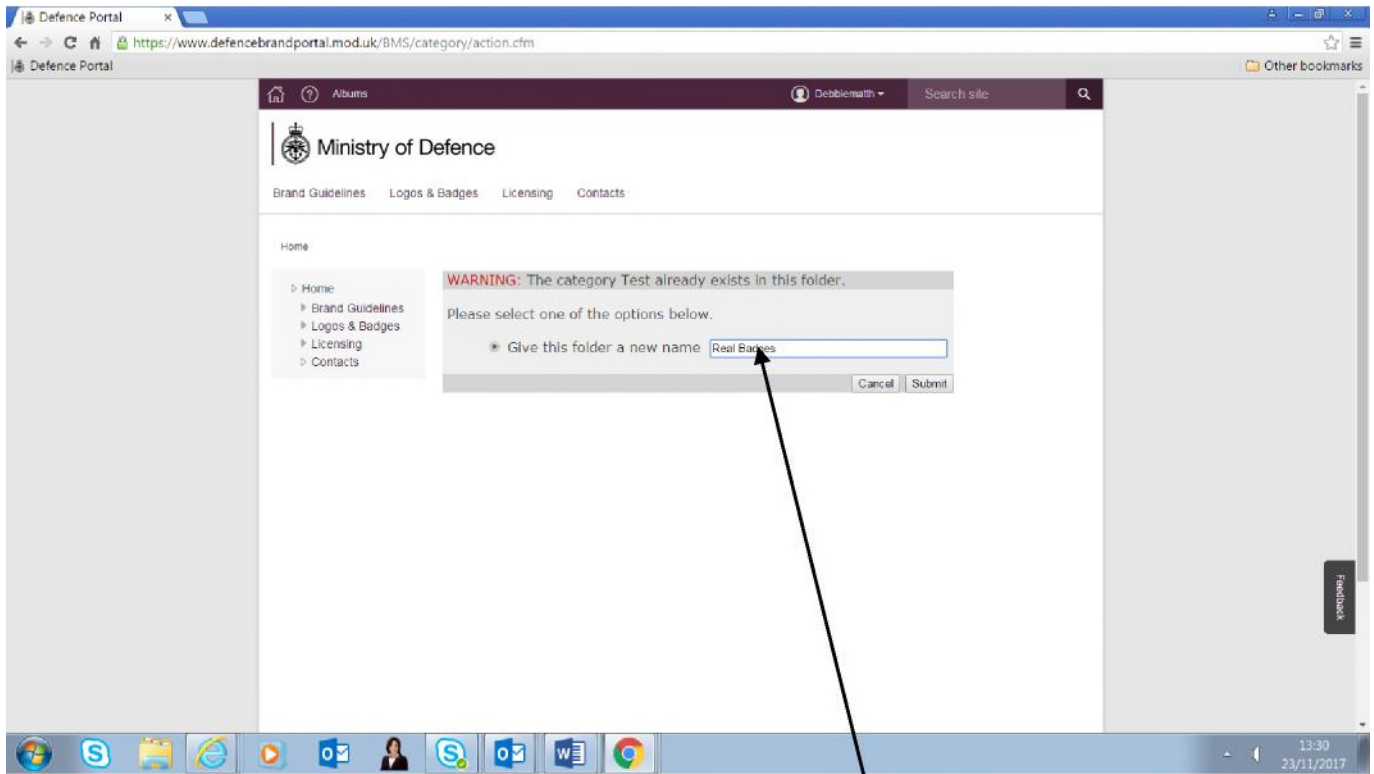
To view list of current licensees, click here



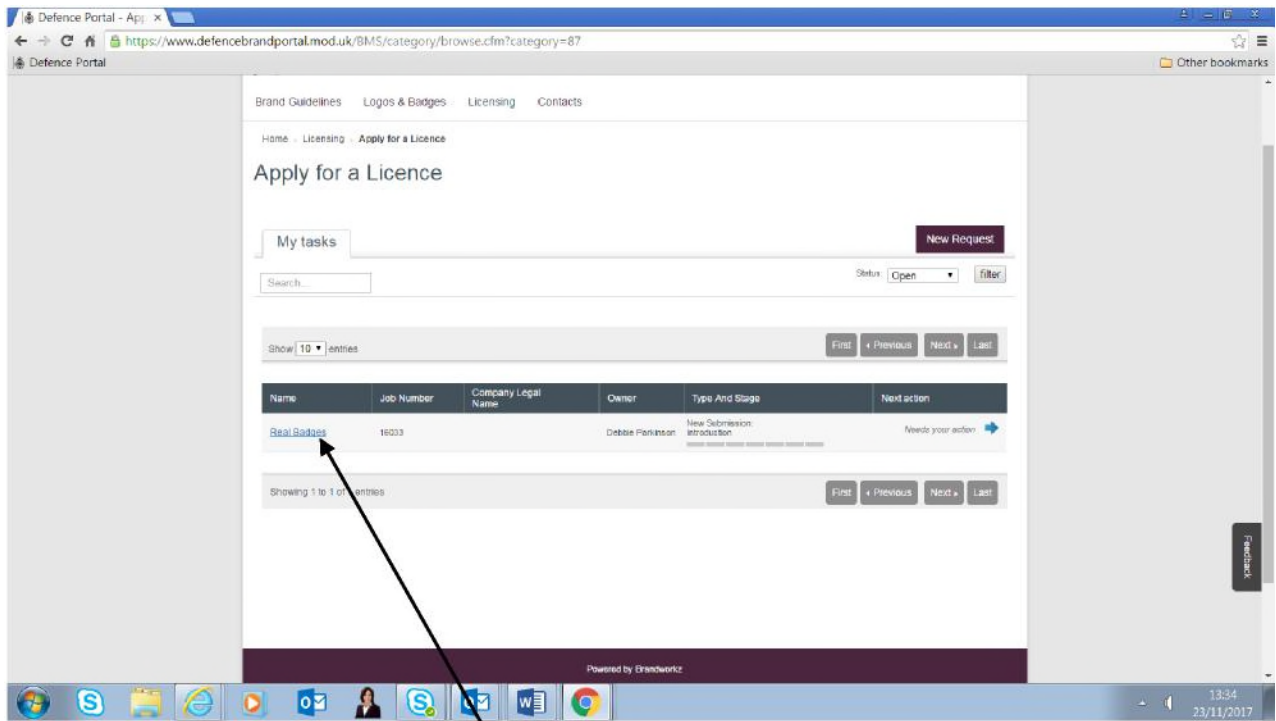
Put the name here of your trade name

Select New Licence

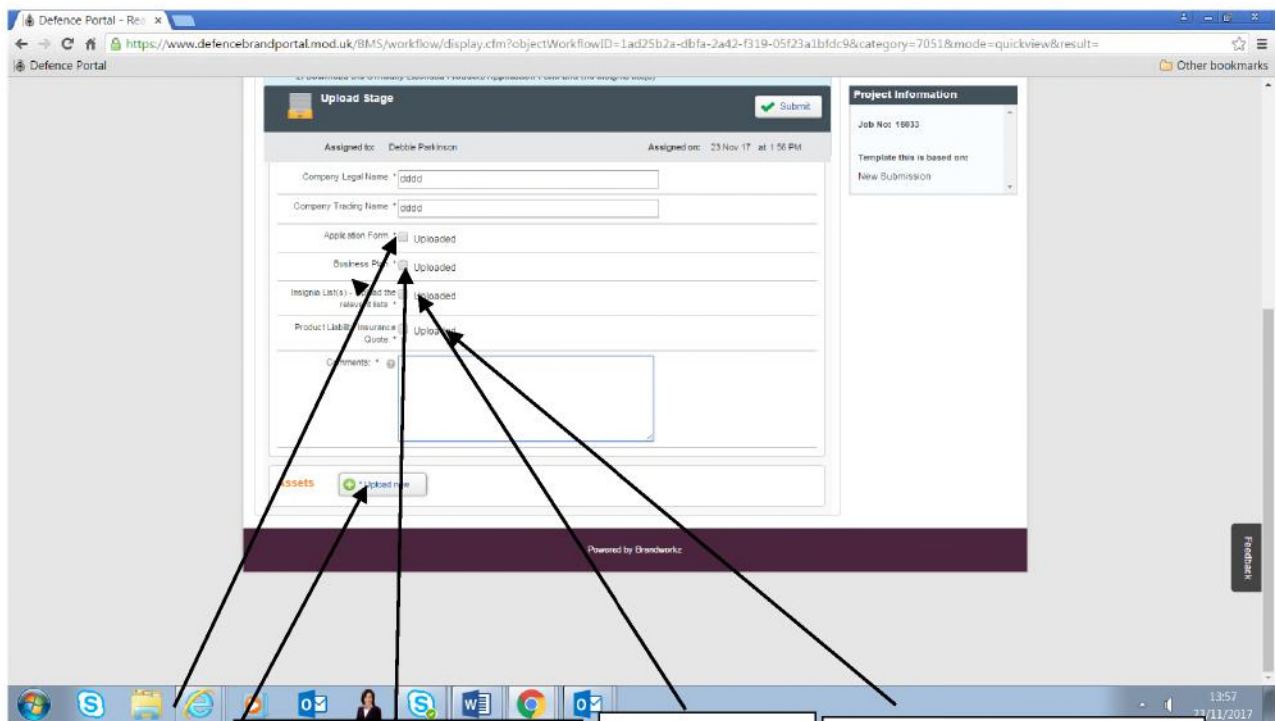
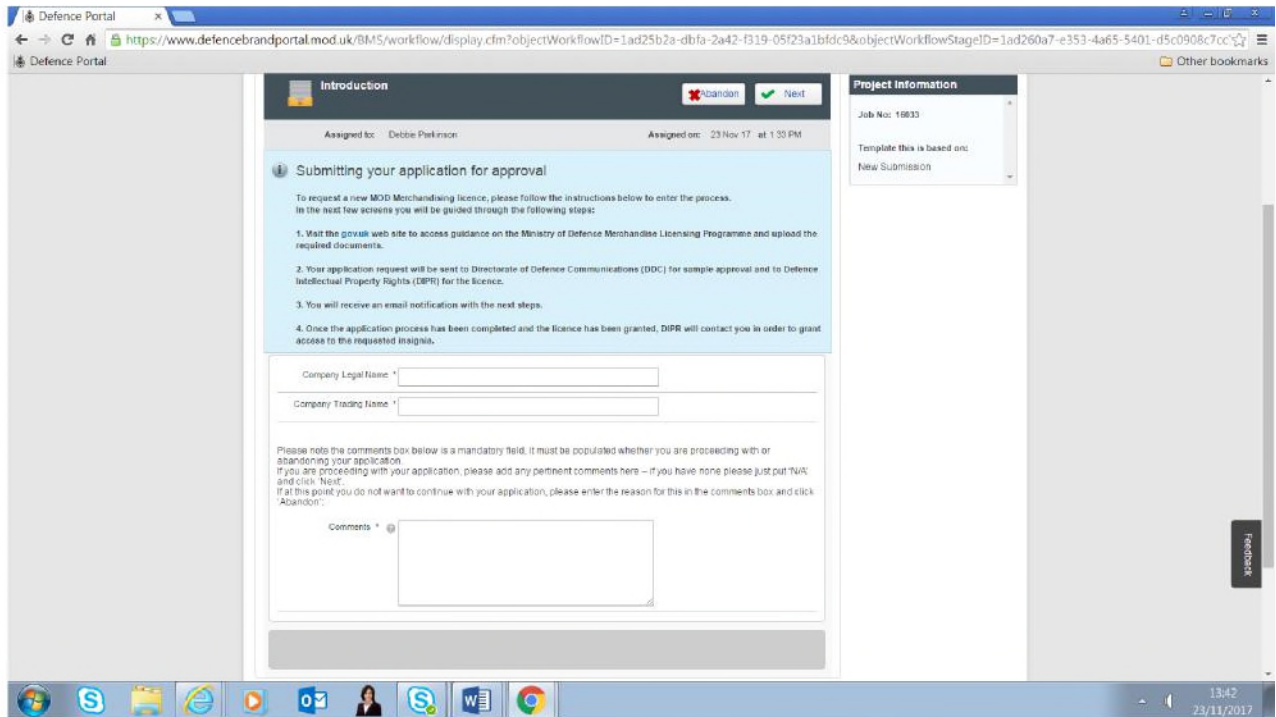
Submit



Enter Name and click Submit



Double click here



1. This is a reminder to submit your application form

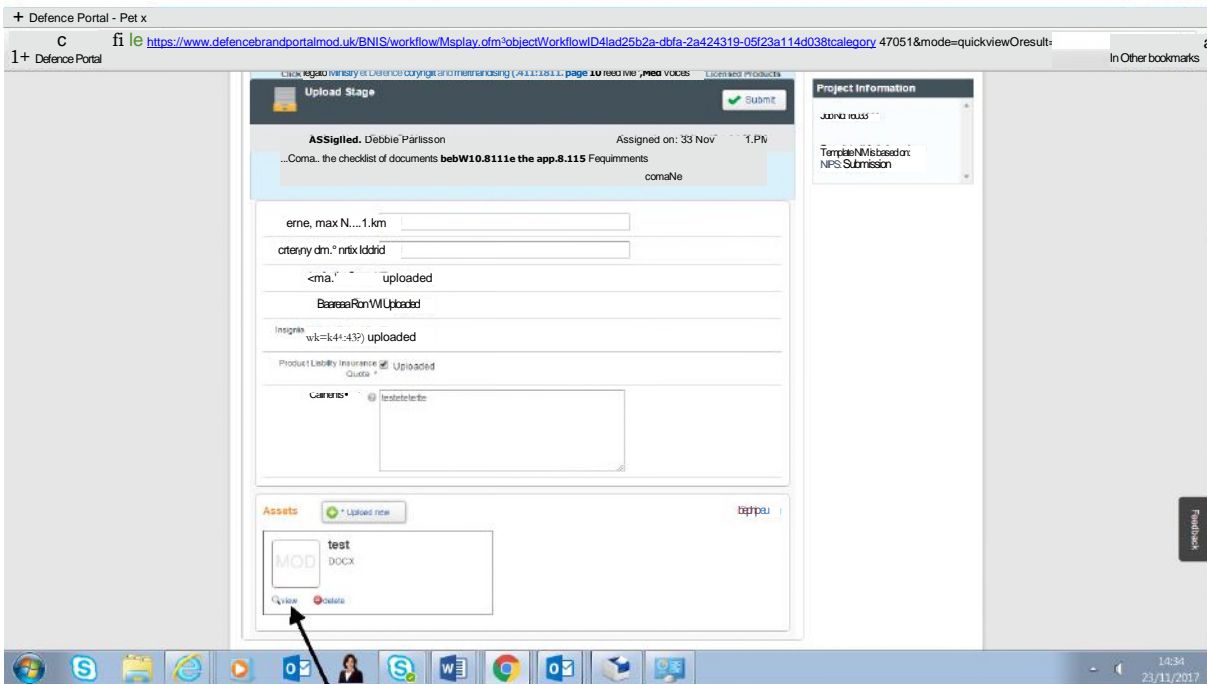
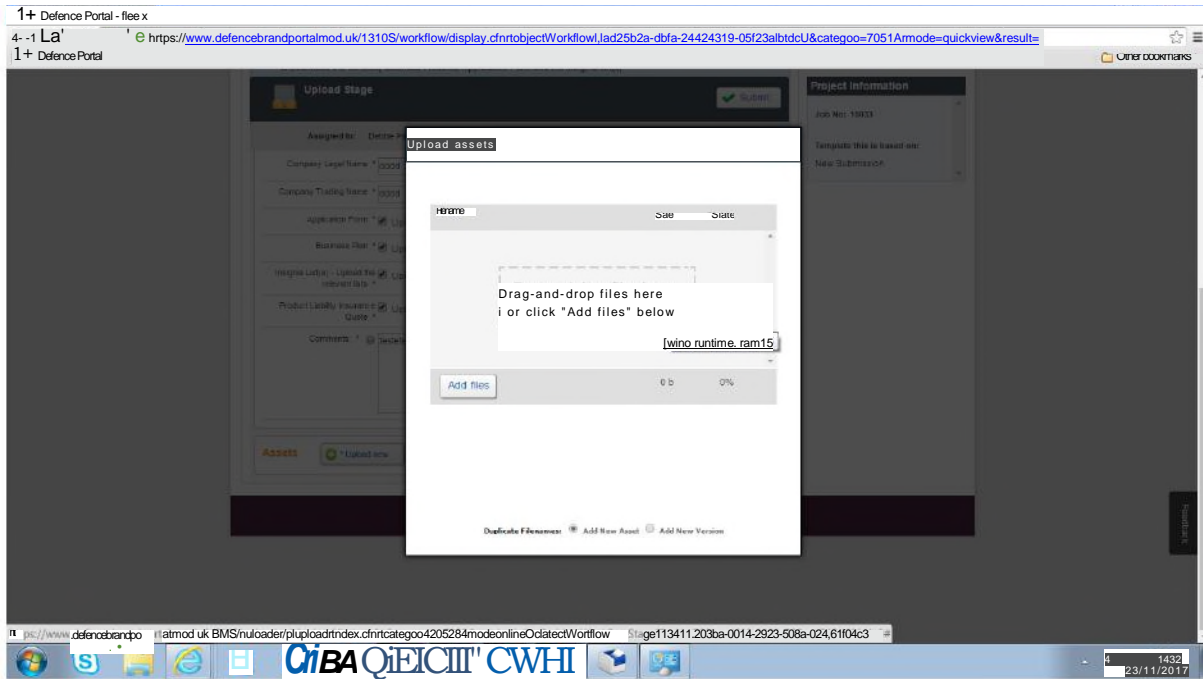
2. Your business plan will include previous sales have been, about advertising & selling products predicted turnover.

3 Upload from the links in section insignia eg: Army, RAF, Navy, Red Arrows & Battle of Britain Memorial Fund (BBMF).

4. investigate insurance which must have product liability and indemnity to the principal clause or, MOD as an interested party. If you already have insurance, please attach it

Upload some photographs of your products, all documentation should to be added here.





All uploaded documents can be seen here.



The screenshot shows the Ministry of Defence Real Badges portal. The main content area displays an 'Upload Stage' submission by Debbie Parkinson on 23 Nov 17 at 1:56 PM. The submission details include:

- Company Legal Name: dddd
- Company Trading Name: dddd
- Application Form: Uploaded
- Business Plan: Uploaded
- Regime Listing: Uploaded
- Product Liability Insurance Quote: Uploaded
- Comments: testtesttest

A thumbnail image of a document titled 'test.DOCX' is shown below the details. To the right, the 'Project Information' sidebar displays 'Job No: 10033' and 'Template this is based on: New Submission'. A black arrow points from the 'Job No: 10033' field to a text box below the screenshot.

Note the Job number and quote the number when contacting DDC or DIPR

## **Annex A**

### **List of Products which are unacceptable, or will require careful consideration by the Forces before you should proceed**

- a. Alcohol is not normally permitted (including wine, spirits, beer, cider, champagne, alcopops), however the context of an application will be considered
- b. All cosmetics, after shaves and perfumes
- c. All products aimed at children under five years of age
- d. Cigarettes and tobacco products including smoking paraphernalia
- e. Clothing or items produced in countries where child or slave labour is likely
- f. Commercial paints for boat owners
- g. Decals, transfers or sticker kits
- h. High-end technical equipment (e.g. tents, sleeping bags, rucksacks, GPS navigation systems, etc.)
- i. Knives. (including penknives, sgian dubhs for the Scottish Regiments and the kukris for the Gurkhas)
- j. Low quality clothing
- k. Pharmaceutical, chemical and medical products (including vitamin or nutritional supplements, or performance enhancing drugs)
- l. Pornography
- m. Products that may be environmentally damaging
- n. Products that glorify violence or death (including computer games)
- o. Products that encourage anti-social behaviour
- p. Replica clothing (Forces clothing or otherwise)
- q. Replica weaponry
- r. Safety equipment
- s. Security equipment
- t. Special Forces Insignia, Veterans Badge, and the MOD Departmental Crest – Will not be licensed under any circumstance.
- u. Stationery – any request to produce stationery will be carefully scrutinised

The list is not exhaustive and may be changed at any time without prior notice