

3-27-01 MJD  
3/29/01  
1,820,094  
RECORD  
TRA

04-06-2001



101657771

To the Honorable Commissioner of Patents and Trademarks: Please record the attached original documents or copy thereof.

1. Name of conveying party(ies): **Bureau International de Medecins Sans Frontieres**

- Individual(s)
- General Partnership
- Corporation-State
- Other Organization existing under the laws of Belgium

Additional name(s) of conveying party(ies) attached?  Yes  No

2. Name and address of receiving party(ies):

Name: Medecins Sans Frontieres USA  
Internal Address: \_\_\_\_\_  
Street Address: 6 East 39th Street  
City: New York State: NY ZIP: 10016

3. Nature of conveyance:

- Assignment
- Security Agreement
- Other Exclusive License in U.S. Trademark Rights

Execution Date: September 14, 2000

- Individual(s) citizenship \_\_\_\_\_
- Association \_\_\_\_\_
- General Partnership \_\_\_\_\_
- Limited Partnership \_\_\_\_\_
- Corporation-State New York
- Other \_\_\_\_\_

If assignee is not domiciled in the United States, a domestic representative designation is attached:  Yes  No  
(Designation must be a separate document from Assignment)  
Additional name(s) & address(es) attached?  Yes  No

4. Application number(s) or registration number(s):

A. Trademark Application No.(s)

B. Trademark Registration No.(s) **1,820,094 ; 2,290,906 ; 2,066,252 ; 1,156,743**

Additional numbers attached?  Yes  No

5. Name and address of party to whom correspondence concerning document should be mailed:

Name: Alison Winick, Esq.  
Internal Address: Simpson Thacher & Bartlett  
Street Address: 425 Lexington Avenue  
City: New York State: New York ZIP: 10017

6. Total number of applications and registrations involved: 4

7. Total fee (37 CFR 3.41): ..... \$115.00  
 Enclosed  
 Authorized to be charged to deposit account

8. Deposit account number: \_\_\_\_\_

(Attached duplicate copy of this page if paying by deposit account)

DO NOT USE THIS SPACE

9. Statement and signature.

To the best of my knowledge and belief, the foregoing information is true and correct and any attached copy is a true copy of the original document.

Alison Winick, Esq.  
Name of Person Signing

Signature

3/27/01  
Date

Total number of pages comprising cover sheet: 46

# TRADEMARK LICENSE AND ASSIGNMENT AGREEMENT

This trademark license and assignment agreement is entered into and effective as of 14 September 2000.

Between :

Bureau International de Médecins Sans Frontières, a not-for-profit charitable organization organized and existing under the laws of Belgium and having its offices at 39, rue de la Tourelle, B-1040 Brussels, Belgium, represented hereto by Dr. Jean-Marie KINDERMANS , empowered for the purposes hereof (hereinafter referred to as "MSF International"),

ON THE ONE HAND,

and :

Médecins Sans Frontières USA, commonly known as "Doctors Without Borders", a not-for-profit charitable organization organized under the laws of the State of New York and having its offices at 6 East 39th Street, New York, NY 10016, USA, represented hereto by Victoria Bjorklund, empowered for the purposes hereof (hereinafter referred to as "MSF USA").

ON THE OTHER HAND.

14 September 2000

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TRADEMARK  
REEL: 002265 FRAME: 0535

WHEREAS, MSF International, and MSF USA wish to provide for unified ownership by MSF International of all trademarks throughout the world relating to DOCTORS WITHOUT BORDERS, MEDECINS SANS FRONTIERES, MEDICOS SIN FRONTERAS, any other translation of the French name, and MSF ;

WHEREAS, MSF USA owns or has right to use certain trademark registrations and applications related to DOCTORS WITHOUT BORDERS in the United States of America and on the World Wide Web of the Internet ;

WHEREAS, MSF USA desires for MSF International to own such trademark registrations and applications and all rights relating thereto, and MSF International desires for MSF USA to have exclusive use thereof in the United States of America and certain rights on the World Wide Web of the Internet as set forth herein;

NOW, THEREFORE, for good and valuable consideration, including the foregoing and the mutual promises set forth herein, the receipt and sufficiency of which is hereby acknowledged, the parties agree as follows:

1. DEFINITIONS

For purposes of this Agreement, the following terms shall have the respective meanings assigned to them below:

1.1 Agreement. The term "Agreement" shall mean this document and any annex, exhibit, attachment, schedule or modification hereto.

1.2 Effective Date. The term "Effective Date" shall mean 14 Sept 2000.

1.3 Member shall mean being a member of the International Association "Bureau International de Médecins Sans Frontières", the rules of which have been published in the Legal Journal "Annexes du Moniteur Belge" of 29 August 1996 under code number 17991/92.

1.4 Territory. The term "Territory" shall mean the United States of America with respect to **the goods and services** provided by MSF USA, and the Internet and any future equivalent or **similar media** with respect to advertising and promotion of goods and services offered by MSF USA within the United States of America.

1.5 Trademarks, or Trademark. The term "Trademarks" or "Trademark" shall mean the U.S trademark registration(s) and/or application(s) and other rights as listed on Part I and Part II of Exhibit A hereto. Any new application or registration of the Trademarks by MSF International shall automatically be included in the list of Exhibit A.

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TRADEMARK

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## 2. ASSIGNMENT/LICENSE

2.1 MSF USA hereby assigns to MSF International any and all of its right, title and interest in the Trademarks listed in Part I of Exhibit A.

2.2 At the same time, MSF International hereby grants to MSF USA, who accepts, an exclusive perpetual - except if the Agreement is terminated under the conditions stated in Section 11 "Termination" - royalty-free license to use the Trademarks in the Territory.

2.3 In the event MSF USA wishes to begin using (i) a new trademark that is confusingly similar to DOCTORS WITHOUT BORDERS, MEDECINS SANS FRONTIERES, MEDICOS SIN FRONTERAS, any other translation of the French name or MSF or (ii) the trademarks DOCTORS WITHOUT BORDERS, MEDECINS SANS FRONTIERES, MEDICOS SIN FRONTERAS, any other translation of the French name or MSF on goods and services not covered by the registrations and applications set forth on Exhibit A hereto, MSF USA shall request in writing the consent of MSF International to such use, which MSF International shall not unreasonably withhold or delay. If MSF International agrees to give its consent, such new trademark shall be appended to Exhibit A hereto without further amendment of this Agreement and shall be considered within the definition of "Trademarks" for all purposes herein.

2.4 The parties agree to cooperate in good faith as to an agreement on the ownership and use of domain names matching the Trademarks. Domain names are not covered by the definition of the Trademarks hereunder.

## 3. REPRESENTATION AND WARRANTIES

3.1 Each party to the Agreement warrants and represents to the other party that it has full right and power to enter into and perform its obligations under this Agreement, and that there are no outstanding agreements, assignments and encumbrances in existence inconsistent with the provisions of this Agreement, nor will other party enter into the same in the future.

3.2 Each party to the Agreement hereby disclaims all representations and warranties with respect to the Trademarks, including their ownership, validity and non-infringement of the rights of any third party.

## 4. USE OF THE TRADEMARKS

4.1 MSF USA undertakes to use the Trademarks in conformity with the Trademark registrations or applications and in conformity with the Graphic Chart (see photocopy in Exhibit B hereto). MSF USA shall only use the Trademarks in accordance with applicable trademark law and practice.

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TRADEMARK

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The Graphic Chart shall be automatically replaced only if any new graphic chart or corporate identity is approved, with respect to any limits upon MSF USA's ability to use English translations of the Trademark, by both the International Council and the Board of directors of MSF USA, and with respect to the logo, font, color, other artistic or stylistic issues concerning the Trademarks, by the International Council.

4.2 Without the consent of MSF International, MSF USA shall not create any new mark that combines the Trademarks with the trademarks of any third party and shall not use the Trademarks in combination with other third party marks in any manner that reasonably suggests that MSF USA is endorsing or sponsoring such third party.

4.3 MSF USA undertakes to use all the Trademarks on a continuous basis in order to avoid any cancellation of the Trademarks for non use. MSF USA should inform MSF International in the event that MSF USA decides to stop using one of the Trademark.

## 5. TRADEMARK REGISTRATIONS

5.1 MSF International shall, at its own expense, maintain and renew the Trademarks registrations within the term for renewal and fully prosecute all Trademarks applications. In the event MSF International does not want to maintain, prosecute or renew a Trademark, it must inform MSF USA within a reasonable time. Thereafter, MSF USA shall have the right to take all necessary actions in this regard and MSF International must cooperate as necessary.

5.2 At MSF international's expense and request, MSF USA undertakes to help, support and assist MSF International and to provide MSF International with the necessary information and documents necessary to maintain the validity and value of the Trademarks, and any registrations or applications related thereto.

5.3 MSF International shall, at its own initiative or under a proposal of MSF USA, file for new registrations of the Trademarks. The rights resulting from these new filings in the Territory shall be automatically incorporated in the Agreement.

5.4 MSF USA shall not apply in its own name for registration of any of the Trademarks, nor for registration of any trademark confusingly similar to the Trademarks within the Territory, in any class and for any goods and services, nor shall MSF USA assist any third party to do so. In the event of a failure to this undertaking, upon request, MSF USA shall immediately assign all rights in any such application to MSF International at MSF USA's expense, or MSF International shall have the right to terminate this Agreement under the conditions stated in section 11.

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TRADEMARK

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6. QUALITY CONTROL

6.1 MSF USA undertakes that all goods and services that it provides under the Trademarks shall be of high quality and in accordance with the requirements and standards established by MSF International and by all applicable laws, regulations and customs.

6.2 MSF USA undertakes to inform MSF International every six months of any new goods and services to be displayed to the public under the Trademarks.

7. TRADEMARK PROSECUTIONS

7.1 Each party shall promptly notify the other party in writing of any unauthorized use of the Trademarks, or of any act that may constitute an infringement or dilution of the Trademarks or any related unfair competition act or damage (Infringement) of which it has actual knowledge.

7.2 MSF International shall have the right to bring or assert claims, actions, suits or proceedings (Proceedings) alleging Infringement to the Trademarks. If MSF International does bring a Proceeding, MSF USA shall provide MSF International with its reasonable cooperation and assistance with respect to any such proceedings. MSF International may, at its own discretion, invite MSF USA to be party to such Proceedings.

7.3 If MSF USA requests that MSF International bring a Proceeding alleging Infringement of the Trademarks, MSF International shall decide within 30 days (or sooner, if justified under the circumstances) whether to do so. If MSF International declines to bring the Proceedings, then MSF USA shall have the right to bring such Proceeding. In such event, MSF International shall provide MSF USA with its reasonable cooperation and assistance with respect to any such Proceedings, including granting MSF USA all consents and standing required by law and, if required by law, being joined with MSF USA as a party to any such Proceedings.

7.4 In the event of any Proceeding under this section 7, the parties shall agree in good faith on a fair and reasonable allocation of all costs, control and responsibilities, damages, recoveries and benefits relating thereto.

8. TRADEMARK DEFENSE

8.1 Each party shall promptly notify the other party in writing of any claim by a third party as relating to the validity or enforceability of the Trademarks of which it has actual knowledge.

8.2 In the event of a Proceeding by a third party against the validity or enforceability of the Trademarks, MSF International shall have the right in the first instance to assume the defense of the Trademarks. If MSF International does assume the defense, MSF USA shall provide MSF International with its reasonable cooperation and assistance with respect to any such Proceedings. If MSF USA requests that MSF International assume such defense, MSF International shall decide within 20 days (or sooner, if justified under the circumstances) whether to do so. If MSF International declines to assume the defense, then MSF USA shall have the right to do so. In such event, MSF International shall provide MSF USA with its reasonable cooperation and assistance with respect to any such defense, including granting MSF USA all consents and standing required by law and, if required by law, being joined with MSF USA as a party to any such defense.

8.3 In the event that a definitive judicial order declares that the Trademarks are invalid, void or forfeited for any reason, the parties shall cooperate on the best course of action to preserve the parties' intent and purpose hereunder. MSF USA agrees that it shall not claim to MSF International any compensation, damages or interest because of such invalidity, provided that such order is not the result of any act of or on behalf of MSF International.

8.4 Each party shall promptly notify the other party in writing of any third party claim or Proceeding related to the use of the Trademarks by MSF USA, such as but not limited to actual or threatened infringement Proceedings.

8.5 MSF International shall provide MSF USA with its reasonable cooperation and assistance with respect to any such Proceedings.

8.6 In the event that a definitive judicial order declares that the Trademarks are Infringing any third party rights, the parties shall cooperate on the best course of action to preserve the parties' intents and purposes under this Agreement.

8.7 In the event of any Proceeding under this section 8, the parties shall agree in good faith on a fair and reasonable allocation of all costs, control and responsibilities, damages, recoveries and benefits relating thereto.

## 9. ASSIGNMENT

9.1 Each party of this Agreement agrees that it shall not transfer and assign in part or in whole, directly or indirectly, this Agreement, the Trademarks, or any other right or obligation related to the same to any third party, without the prior written approval of the other party. Any purported transfer or assignment in violation of this §9.1 shall be null and void ab initio and of no force and effect.

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TRADEMARK

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9.2 MSF USA has the right to sub-license its rights hereunder to third parties on terms that are not inconsistent with this Agreement provided that the use by such third parties does not exceed the scope of use MSF USA is permitted to make pursuant to this agreement. MSF USA shall inform MSF International of any sub-license.

10. TERM OF THE AGREEMENT

The Agreement shall be effective as of the Effective Date. The Agreement shall continue in perpetuity, without prejudice of section 11.

11. TERMINATION

11.1 The Agreement shall be automatically and immediately terminated in the event that MSF USA is no longer a Member,

- either because MSF-USA has resigned its membership of the MSF organization,
- or because MSF-USA has been permanently excluded by a majority vote of the International Council (according to the rules of the International Association "Bureau International de Médecins Sans Frontières"), as a result of a material dispute caused by initiation by MSF USA of international operations without the advance approval of the International Council or the material failure by MSF USA to respect the basic principles of MSF International as set forth in the document on Principles set in Exhibit C, thus bringing MSF-USA into public disrepute or disagreement with MSF-International,
- or in the event of any transfer or assignment by MSF USA in violation of Section 9 of this Agreement.

11.2 The Agreement shall also be automatically and immediately terminated in the event of insolvency and/or compulsory liquidation of MSF USA. If MSF International is liquidated then the Trademarks in the Territory should be assigned, subject to MSF USA's rights hereunder, to the successor of MSF International (according to MSF International bylaws) or, if there is no designated successor, to MSF USA.

11.3 If this Agreement terminates, the assignment of the Trademarks to MSF International stated in Section 2 shall survive and remain in full force and effect.

12. EFFECTS OF TERMINATION

In the event of termination of the Agreement pursuant to Section 11, MSF USA shall cease any use of the Trademarks and shall, as soon as reasonably possible, change its corporate name to a name that shall not be confused with the Trademarks; provided that, to facilitate an orderly transition to a new name MSF USA may continue using in good faith the Trademarks for no more six (6) months after the termination date.

  
TRADEMARK



13. NOTICES

13.1 All notices required or permitted under this Agreement shall be in writing, shall reference this Agreement and shall be deemed given when: (i) delivered personally; (ii) sent by confirmed telex or facsimile; (iii) received after having been sent by registered or certified mail, return receipt requested, postage prepaid, or by commercial overnight carrier, with written verification of receipt.

13.2 All communications shall be sent to the addresses set forth on the first page of this Agreement or to such other address as may be desirable by a party by giving written notice to the other party pursuant to this Section 13.

14. RECORDATION OF THE AGREEMENT

14.1 The Agreement will be recorded at the US Patent and Trademark Office by MSF International. The costs of recordation at the US Patent and Trademark Office and any further costs related thereto, shall be entirely incumbent on MSF International.

14.2 At MSF International's expense, MSF USA agrees to execute any documents necessary to effectuate and register the Agreement.

15. ENTIRE AGREEMENT

The Agreement constitutes the entire understanding and agreement between the parties hereto with respect to the Trademarks and supersedes and terminates all prior agreements and understandings between the parties either oral or written, regarding the same subject matter. No modifications, additions, extensions or waivers of any provisions of this Agreement or any release of any right thereunder shall be valid, unless the same is in writing and is consented to by the parties hereto.

16. FURTHER ASSURANCES

Each party shall execute such documents and take such action as the other party may reasonably request to effectuate the purposes of this Agreement and to preserve and protect the Trademarks.

17. SEVERABILITY

In the event that any non-material part or provision of the Agreement is deemed by a court of competent jurisdiction to be invalid, illegal, or unenforceable in any respect, such

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TRADEMARK

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invalidity, illegality, or unenforceability shall not affect any other part or provision of this Agreement, but this Agreement shall be construed as if such invalid, illegal, or unenforceable part or provision had never been contained therein.

18. GOVERNING LAW; JURISDICTION

This Agreement shall be governed by and interpreted in accordance with the laws of the State of New York. Each party irrevocably consents to the exclusive jurisdiction of the courts of New York, in connection with any action by either party to enforce the provisions of the Agreement, to recover damages or other relief for breach or default under the Agreement, or otherwise arising under or by reason of the Agreement.

19. HEADINGS

The captions and headings used in this Agreement are inserted for convenience only and shall not affect the meaning or interpretation of this Agreement.

20. COUNTERPARTS

This Agreement may be executed simultaneously in one or more counterparts, each of which shall be deemed an original and all of which together shall constitute one and the same document.

IN WITNESS WHEREOF, the parties hereto have executed this Agreement as of the Effective Date.

This Agreement is executed in three (3) originals, one of them being for the purpose of the recordation with the U.S. Patent and Trademark Office.

Médecins Sans Frontières USA

Médecins Sans Frontières International

By: Victoria B. Bjorklund  
Secretary, Director  
Title: Chair, Administration Committee

By: Jos Kindermans  
Title: Director of the International Office

Date: October 3, 2000

Date: 14.9.00

*Victoria B. Bjorklund*

*Jos Kindermans*

14 September 2000

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**List of exhibits:**

Exhibit A: Trademarks

Exhibit B: Photocopy of the Graphic Chart

Exhibit C: "Who are the Médecins Sans Frontières".



TRADEMARK

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**EXHIBIT A**

**PART I**

<b><u>TRADEMARK</u></b>	<b><u>REGISTRATION</u></b>
DOCTORS WITHOUT BORDERS	U.S. Reg. No 1,820,094 (February 8, 1994)
DOCTORS WITHOUT BORDERS	U.S. Reg. No 2,290,906 (November 9, 1999)

All common-law rights in the marks "Doctors Without Borders" and "DWB".

**PART II**

<b><u>TRADEMARK</u></b>	<b><u>REGISTRATION</u></b>
LOGOTYPE	U.S. Reg. No. 2,066,252 (June 3, 1997)
MEDECINS SANS FRONTIERES	U.S. Reg. No. 1,156,743 (June 2, 1981)

All common-law rights in the marks "Médecins Sans Frontières", "Medicos Sin Fronteras" and "MSF".

**EXHIBIT B**

Photocopy of the Graphic Chart

CHARTE GRAPHIQUE

CORPORATE

S O M M A I R E



**MEDECINS  
SANS FRONTIERES**

C O N T E N T S

<b>LOGOTYPE</b>	<b>1</b>	<b>LOGOTYPE</b>
Construction du logotype	<i>a</i>	<i>Logotype construction</i>
Références couleur du logotype	<i>b</i>	<i>Logotype colour references</i>
Construction du sigle	<i>c</i>	<i>Construction of the graphic element</i>
Références couleur du sigle	<i>d</i>	<i>Colour references of the graphic element</i>
Typographie	<i>e</i>	<i>Typography</i>
Règles d'utilisation : pour les sections	<i>f<sub>1</sub></i>	<i>Sections rules</i>
Règles d'utilisation : pour le terrain	<i>f<sub>2</sub></i>	<i>Field rules</i>
Règles d'utilisation : pour les delegate offices	<i>f<sub>3</sub></i>	<i>Delegate offices rules</i>
Interdits	<i>g</i>	<i>Restrictions</i>
Fonds couleur	<i>h</i>	<i>Background colours</i>
Principes essentiels	<i>i</i>	<i>Basic principles</i>
 <b>PAPETERIE</b>	 <b>2</b>	 <b>STATIONARY</b>
Tête de lettre	<i>a</i>	<i>Letter head</i>
Page de fax	<i>b</i>	<i>Fax page</i>
Carte de visite	<i>c</i>	<i>Business card</i>
Enveloppes	<i>d</i>	<i>Envelopes</i>
 <b>PUBLICATION</b>	 <b>3</b>	 <b>PUBLICATION</b>
Édition	<i>a</i>	<i>Publishing</i>
Brochure	<i>b</i>	<i>Brochure</i>
 <b>OBJETS DE PROMOTION</b>	 <b>4</b>	 <b>PROMOTIONAL ITEMS</b>
Textile	<i>a</i>	<i>Clothing</i>
Véhicules	<i>b</i>	<i>Vehicles</i>
 <b>ÉCHANTILLONS</b>	 <b>5</b>	 <b>SAMPLES</b>
Logotypes noirs	<i>a</i>	<i>Black logotypes</i>
Pantone	<i>b</i>	<i>Pantone</i>

LOGOTYP E

Construction du logotype	a	<i>Logotype construction</i>
Références couleur du logotype	b	<i>Logotype colour references</i>
Construction du sigle	c	<i>Construction of the graphic element</i>
Références couleur du sigle	d	<i>Colour references of the graphic element</i>
Typographie	e	<i>Typography</i>
Règles d'utilisation : pour les sections	f <sub>1</sub>	<i>Sections rules</i>
Règles d'utilisation : pour le terrain	f <sub>2</sub>	<i>Field rules</i>
Règles d'utilisation : pour les delegate offices	f <sub>3</sub>	<i>Delegate offices rules</i>
Interdits	g	<i>Restrictions</i>
Fonds couleur	h	<i>Background colours</i>
Principes essentiels	i	<i>Basic principles</i>

L O G O T Y P E

vbb  
and



CONSTRUCTION

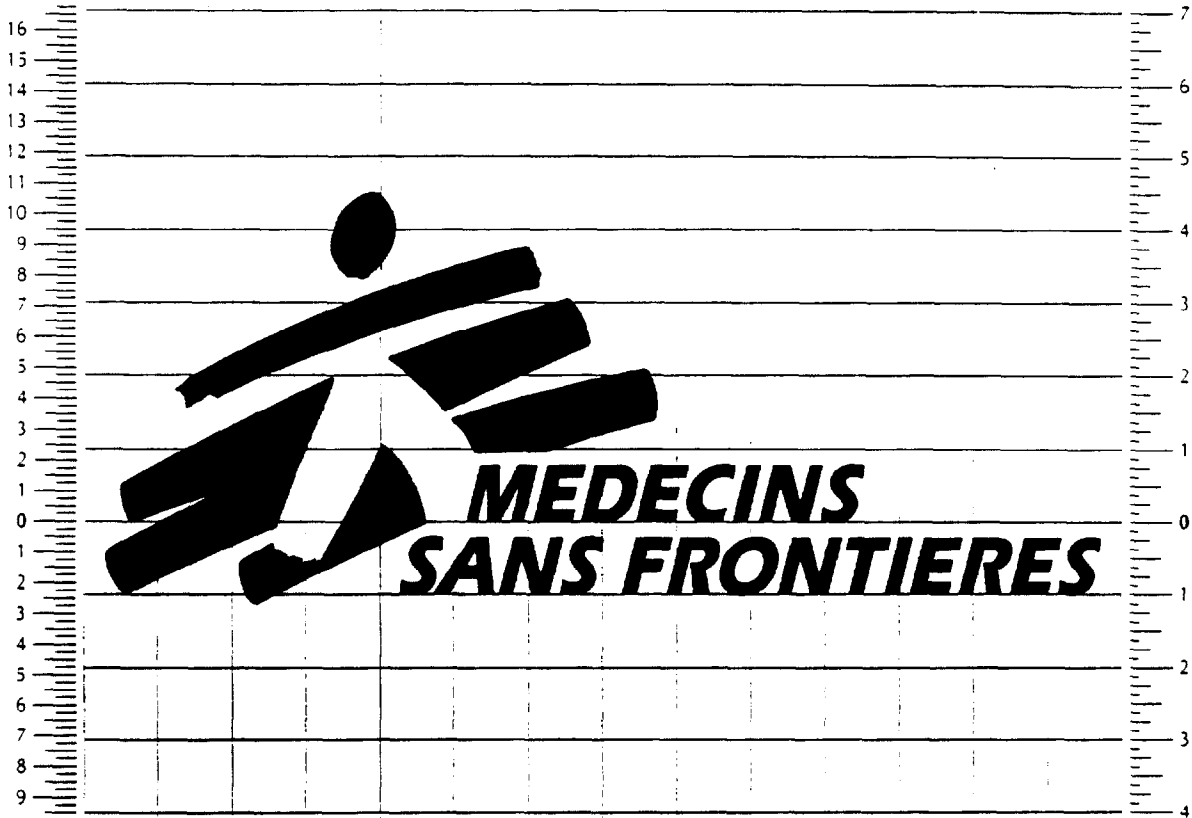
Le logotype est présenté dans sa version complète sur une grille de construction. Celle-ci en fournit les proportions, à respecter en cas d'agrandissement.

The logotype is presented in full on a grid. This gives the proportions which are to be respected when enlarging.

CONSTRUCTION

Picas

Centimeters



# RÉFÉRENCES COULEUR

Le rouge et le noir retenus sont les couleurs fondamentales de l'image de MSF. Ils ne peuvent être modifiés.

*Red and black are the fundamental colours that have been chosen for the MSF logotype. They are not to be modified.*

# COLOUR REFERENCES

P A N T O N E  
P A N T O N E



■ Red 032 C

■ Process Black C

**MEDECINS  
SANS FRONTIERES**

QUADRICHROME  
FOUR COLOURS



■ M.100% + Y.100%

■ Black 100%

**MEDECINS  
SANS FRONTIERES**

MONOCHROME  
MONOCHROME



■ Black 100%

**MEDECINS  
SANS FRONTIERES**

LOGOTYPE



LOGOTYPE TRADEMARK

*VBB*  
*Jul.*

REEL: 002265 FRAME: 0551

# CONSTRUCTION

C'est le dessin abouti du personnage, en cas d'utilisation sans la typographie. Sa reproduction partielle ou tronquée est à proscrire.

*It is the finalised drawing of the figure to be used without the typography. It is forbidden to reproduce it in part only or truncated.*

# CONSTRUCTION

Picas

Centimeters



VBB  
Jank.

# RÉFÉRENCES COULEUR

Les couleurs doivent être les mêmes pour le logotype et le sigle. Le rouge garde ainsi son impact et assure la reconnaissance internationale du sigle, même sans la typographie.

The same colours should be used both for the full logotype and the simple graphic logotype. In this way the colour red has the desired impact and the graphic element is internationally recognisable even without the typography.

# COLOUR REFERENCES

PANTONE  
PANTONE



Red 032 C

QUADRICROME  
FOUR COLOURS



M.100% + Y.100%

MONOCHROME  
MONOCHROME



Black 100%

LOGO TYPE **1** LOGO TYPE

TRADEMARK

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*VDB*  
*Jud.*

TYPOGRAPHIE

Le caractère typographique a été dessiné spécialement pour MSF. Il doit être reproduit fidèlement dans tous les cas. Un "Stone Sans" l'accompagne pour l'édition.

The typographic fonts have been designed especially for MSF. They should always be accurately reproduced. A copy of "Stone Sans" is available for publishers.

TYPOGRAPHY

TITRAGE INSTITUTIONNEL POUR LES LOGOTYPES MSF  
INSTITUTIONAL HEADING FOR MSF'S LOGOTYPES

**ABCDEFGHIJKLMNO**  
**PQRSTUVWXYZÄÆ**

Titrage spécialement dessiné pour l'identité visuelle MSF  
Heading specially designed for MSF's visual identity.


LE STONE SANS ITALIQUE  
ITALIC "STONE SANS"

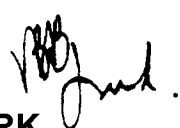
ABCDEFGHIJKLMNOPQRSTUVWXYZ  
abcdefghijklmnopqrstuvwxy z  
1 2 3 4 5 6 7 8 9 0.....CORPS 18 - INTERLIGNE 25 - APPROCHE 400

LE STONE SANS BOLD ITALIQUE  
BOLD ITALIC "STONE SANS"

**ABCDEFGHIJKLMNOPQRSTUVWXYZ**  
**abcdefghijklmnopqrstuvwxy z**  
**1 2 3 4 5 6 7 8 9 0.....CORPS 18 - INTERLIGNE 25 - APPROCHE 350**

Caractère obligé pour la papeterie MSF  
The obligatory font for MSF stationary

LOGOTYPE  LOGOTYPE TRADEMARK



REEL: 002265 FRAME: 0554

RÈGLES POUR LES  
SECTIONS MSF

Le Conseil International a décidé, en avril 1994, de saisir l'opportunité d'un nouveau logotype pour promouvoir au maximum le nom de l'organisation « MÉDECINS SANS FRONTIÈRES ».

In April 1994, the International Council decided to take the opportunity of promoting the name of "MÉDECINS SANS FRONTIÈRES" to a maximum when introducing the new logotype.



SECTIONS  
LOGOTYPES

1 - Le conseil international recommande de promouvoir le logotype avec MÉDECINS SANS FRONTIÈRES en Français.

1 - The International Council recommends using the logotype with "MÉDECINS SANS FRONTIÈRES" written in French.



2 - Mailings nationaux grand public : soit " MÉDECINS SANS FRONTIÈRES " (cf. point n°1), soit le nom dans la langue locale seule.

2 - Mailings to the general public in one's country : either " MÉDECINS SANS FRONTIÈRES " (cf. point n°1), or the name written in the local language.



VBB  
Jub.

RÈGLES POUR LES  
SECTIONS MSF

MSF SECTIONS  
LOGOTYPES

ARABE

AUTORITÉ PALESTINIENNE  
ÉGYPTÉ  
ÉMIRATS ARABES UNIS  
AUTRES PAYS ARABES



**MEDECINS SANS FRONTIERES**

أطباء بلا حدود

AUSTRALIE  
CANADA  
USA



**MEDECINS SANS FRONTIERES**  
**DOCTORS WITHOUT BORDERS**

BELGIQUE  
HOLLANDE



**MEDECINS SANS FRONTIERES**  
**ARTSEN ZONDER GRENZEN**

DANEMARK



**MEDECINS SANS FRONTIERES**  
**LÆGER UDEN GRÆNSER**

RÈGLES POUR LES  
SECTIONS MSF

MSF SECTIONS  
LOGOTYPES

ESPAGNE



GRÈCE



HONG-KONG  
SINGAPOUR  
CHINE



ITALIE





# INTERDITS

Les jeux de couleur et de typographie sont interdits pour ne pas nuire à la cohésion de l'image de MSF et à sa reconnaissance internationale. En voici quelques exemples.

*It is forbidden to change the colours or the typography as it would destroy the cohesion of the MSF logotype and its international recognition. Here are a few examples.*

# RESTRICTIONS



UTILISATION SUR UNE SEULE LIGNE  
TEXT ON ONE LINE ONLY



AVEC UN ENCADRÉ  
WITH A BORDER



AVEC UNE DIFFÉRENCE DE TAILLE DU TEXTE  
WITH DIFFERENT SIZE TEXTS

*Handwritten initials: Jmd. YBB*



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# RESTRICTIONS



LE SIGLE EN TRAMÉ NOIR OU DANS UNE AUTRE COULEUR QUE LE ROUGE  
THE GRAPHIC ELEMENT IN BLACK SCREEN OR ANY OTHER COLOUR THAN RED



LES INITIALES EN COULEUR  
THE INITIALS IN COLOUR



SIGLE TRONQUÉ SEUL  
THE TRUNCATED GRAPHIC  
ELEMENT ALONE



TEXTE ABRÉGÉ  
ABBREVIATED TEXT

LOGOTYPE



LOGOTYPE TRADEMARK

REEL: 002265 FRAME: 0560

# FONDS COULEUR

Le logotype réagit différemment sur un fond coloré ou une photographie. Pour une lecture parfaite, un filet blanc entoure alors chaque élément rouge. La typographie reste noire ou peut passer en réserve blanche.

The logotype appears different when on a coloured background or on a photograph. For clear visibility there is a white outline around each element. The typography is usually black or can be white.

# BACKGROUND COLOURS

SIGLE : FOND ROUGE, CERNÉ BLANC 1,3 POINT + TEXTE : NOIR 100%  
 GRAPHIC ELEMENT : RED BACKGROUND, WHITE OUTLINE 1.3 POINT + TEXT : BLACK 100%



← CERNÉ BLANC 1,5 POINT POUR LONGUEUR LOGO 10 CM →  
 A 1.5 POINTS WHITE OUTLINE FOR 10 CM LONG LOGOTYPE



SIGLE : FOND ROUGE, CERNÉ BLANC 1,5 POINT + TEXTE : BLANC, CERNÉ NOIR 100% 0,5 POINT  
 GRAPHIC ELEMENT : RED BACKGROUND, WHITE OUTLINE 1.5 POINT + TEXT : WHITE, BLACK OUTLINE 100% 0.5 POINT

*Handwritten signature*

FONDS COULEUR

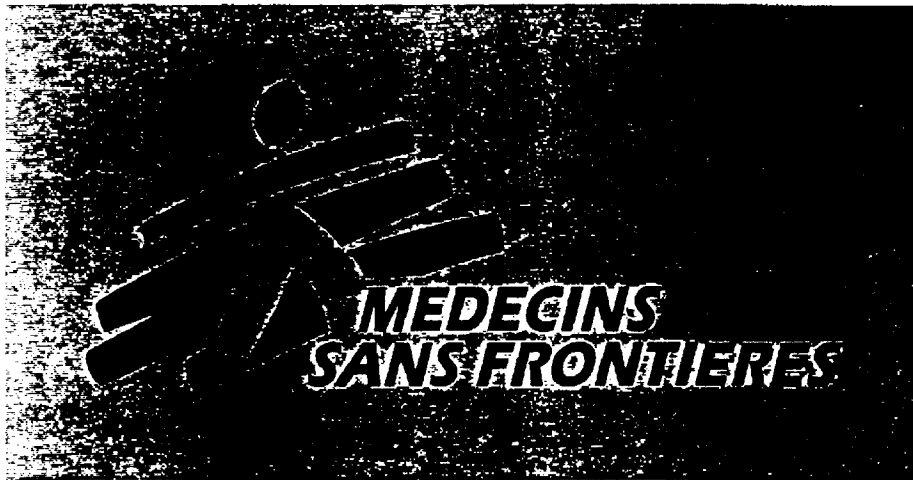
Le logotype réagit différemment sur un fond coloré ou une photographie. Pour une lecture parfaite, un filet blanc entoure alors chaque élément rouge. La typographie reste noire ou peut passer en réserve blanche.

The logotype appears different when on a coloured background or on a photograph. For a clear visibility, there is a white outline around each element. The typography is usually black or can be white.

BACKGROUND COLOURS

SIGLE : FOND ROUGE + TEXTE : NOIR 100%

GRAPHIC ELEMENT : RED BACKGROUND + TEXT : BLACK 100%



SIGLE : FOND ROUGE + TEXTE : NOIR 100%

GRAPHIC ELEMENT : RED BACKGROUND + TEXT : BLACK 100%



# PRINCIPES ESSENTIELS

Ce résumé des points clé recommandés et des précautions d'emploi est à respecter dans le cadre de l'utilisation du logotype MSF. Ces principes respectés finalisent la bonne reconnaissance de cette image.

*This résumé of precautions and key recommendations of usage are to be respected wherever the MSF logotype is to be used. The respect of these principles ensures the clear recognition of the logo.*

# BASIC PRINCIPLES

- Les caractères dessinés spécialement pour le logotype et ceux déterminés pour la papeterie ne peuvent en aucun cas être remplacés par d'autres caractères (cf. 1.e).
- Une version a été spécialement conçue pour utiliser exceptionnellement le logotype sans titrage. Dans ce cas, il est obligatoire d'utiliser ce sigle (cf. 1.c et 1.d).
- Lorsque le logotype est utilisé en une seule langue, le titrage s'inscrit toujours sur deux lignes, avec le mot "Médecins", seul, sur la première ligne. Les proportions entre le sigle et son titrage sont précises et doivent être respectées (cf. 1.a et 1.b).
- Lorsque le logotype est utilisé en plusieurs langues, chaque langue s'inscrit sur une seule ligne. Chaque ligne est séparée d'un filet rouge pour la version couleur, noir pour la version monochrome. Les proportions entre le sigle, les titrages et le filet sont précises et doivent être respectées (cf. 1.f.3).
- Lorsque le logotype s'inscrit sur un fond coloré foncé (monochrome ou photographique), le personnage et sa trace sont toujours cernés d'un filet blanc. Le titre, en fonction du fond, sera noir 100% ou blanc à votre convenance (cf. 1.h.1 et 1.h.2).

- *The fonts specially designed for the logotype and those chosen for the stationary cannot be replaced by any others fonts whatsoever (cf. 1.e).*
- *A special version of the Logotype has been designed for when the graphic is used exceptionally without the heading. It is then obligatory to use this logotype (cf. 1.c and 1.d).*
- *When the logotype is used in one language only, the heading is always written on two lines with the word "Médecins" on its own on the first line. The proportions between the graphic element and its heading are precise and should always be respected. (cf. 1. a and 1. b).*
- *When the logotype is used in more than one language, each language is written on one line. Each line is separated by a red line in the colour version and a black line in the monochrome version. The proportions between the graphic element, the headings and the separating line are precise and must be respected (cf. 1.f.3).*
- *When the logotype is on a dark coloured background (monochrome or photographic) the graphic element is always outlined in white. The title, depending on the background, is either black 100% or white as desired (cf. 1.h.1 and 1.h.2).*

P A P E T E R I E

Tête de lettre	a	Letter head
Suite de lettre	a	Continuation sheet
Page de fax	b	Fax page
Carte de visite	c	Business card
Carte de correspondance	c	Correspondence card
Enveloppes	d	Envelopes

S T A T I O N A R Y

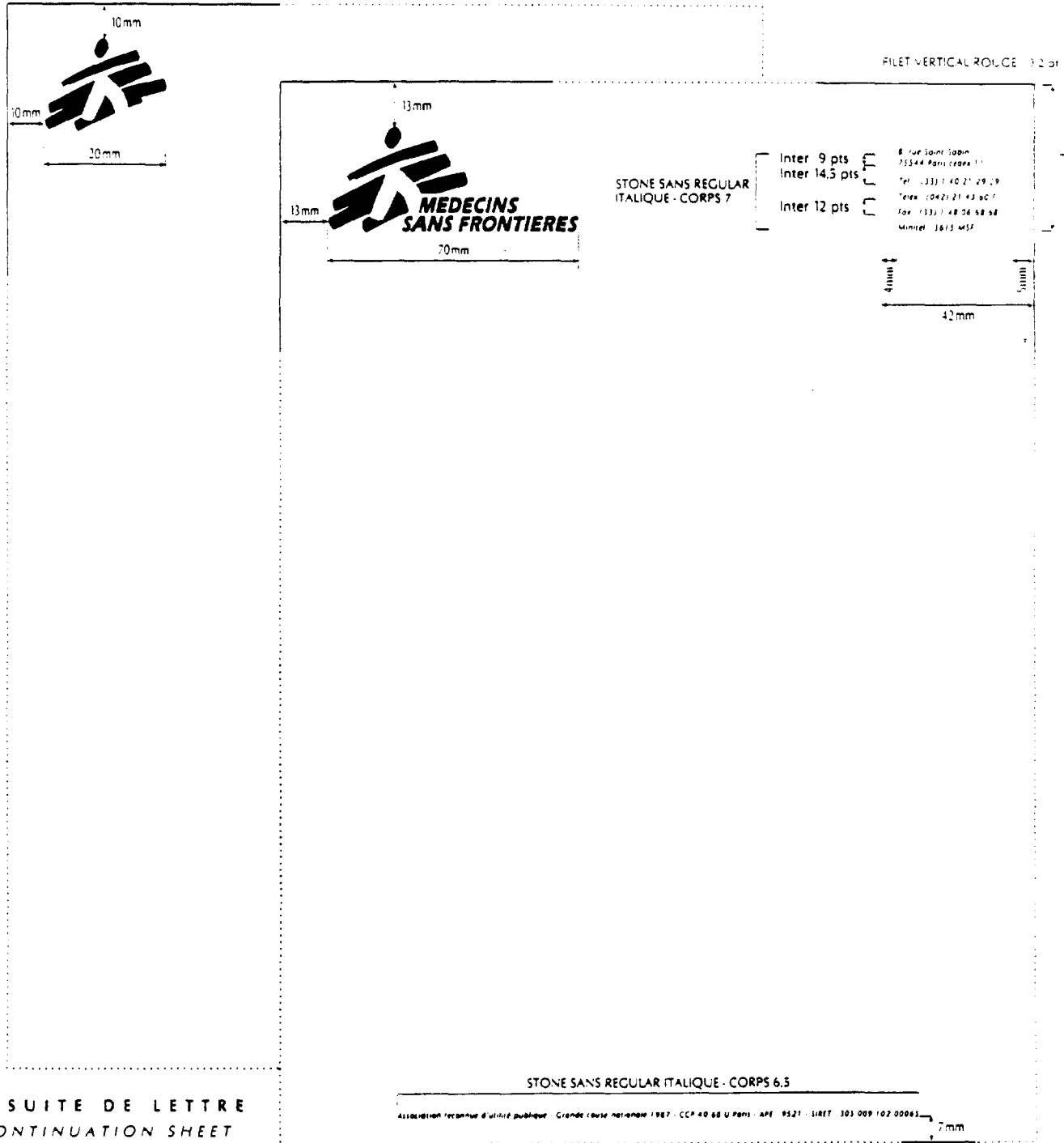
V128  
D

# TÊTE DE LETTRE

L'homogénéité des en-têtes de lettre est nécessaire. Les cotes de placement du logotype et des textes doivent être respectées sur tous les formats.

The headings on letter head pages must be uniform. The dimensions for placement of the logo and texts must be respected on all page sizes.

# LETTER HEAD



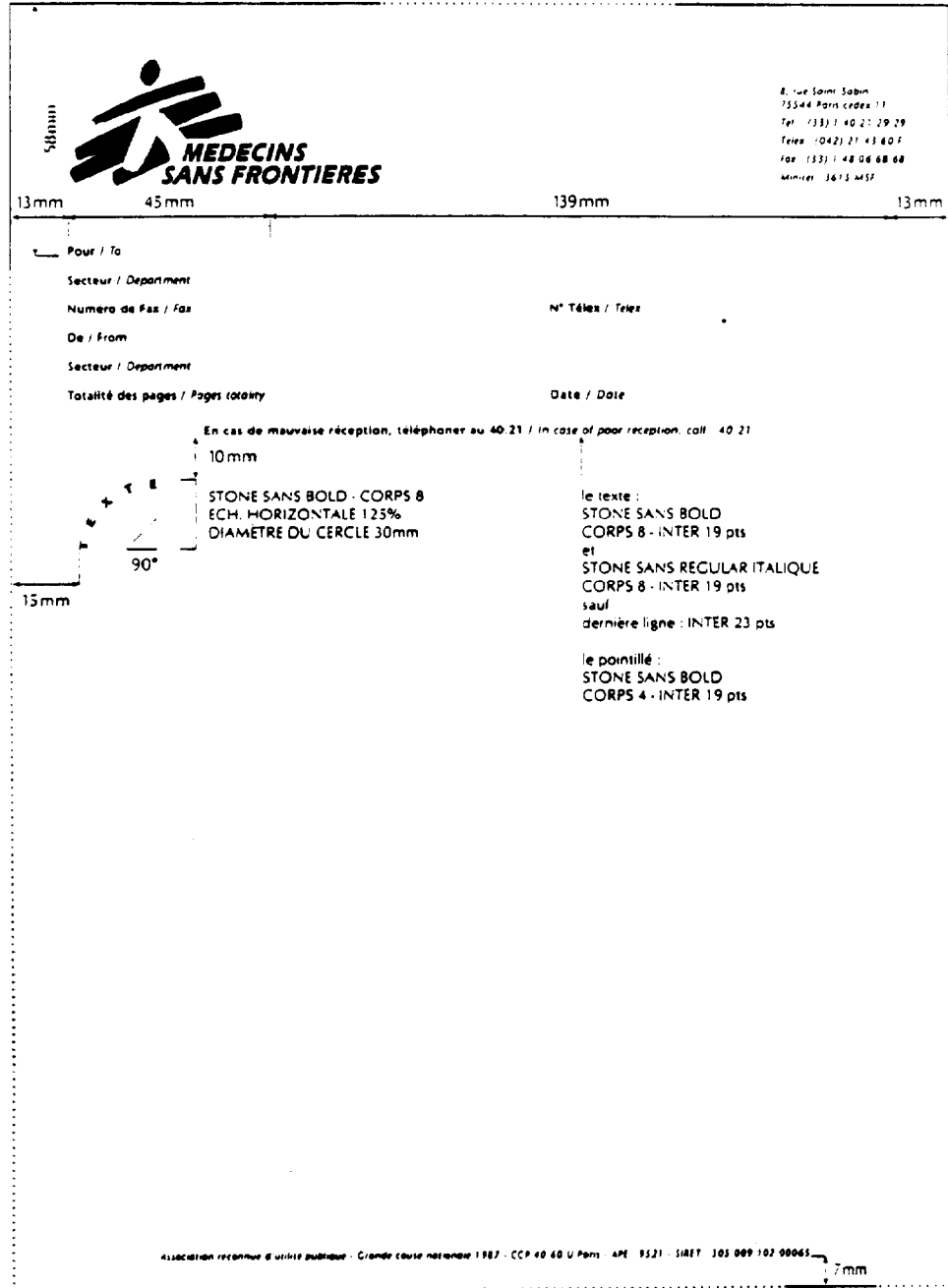
SUITE DE LETTRE  
CONTINUATION SHEET

TÊTE DE LETTRE  
LETTER HEAD



L'homogénéité des en-têtes de lettre est nécessaire (cf. 2.a.). Cette mise en page a été dictée par la nécessité d'offrir le plus d'espace libre possible au message transmis.

The headings on letter head pages must be uniform (see 2.a.). This layout is necessary in order to leave as much space as possible for the message.



Concernant les cotes à respecter pour le placement du logotype, du bloc adresse et du filet, de la ligne de texte en bas de page, se référer à la page "tête de lettre" (cf. 2.a.).

With regard to the dimensions for placement of the logo, the address and the vertical line, as well as the line of text at the bottom of the page, refer to the "Letter head" page (2.a.).

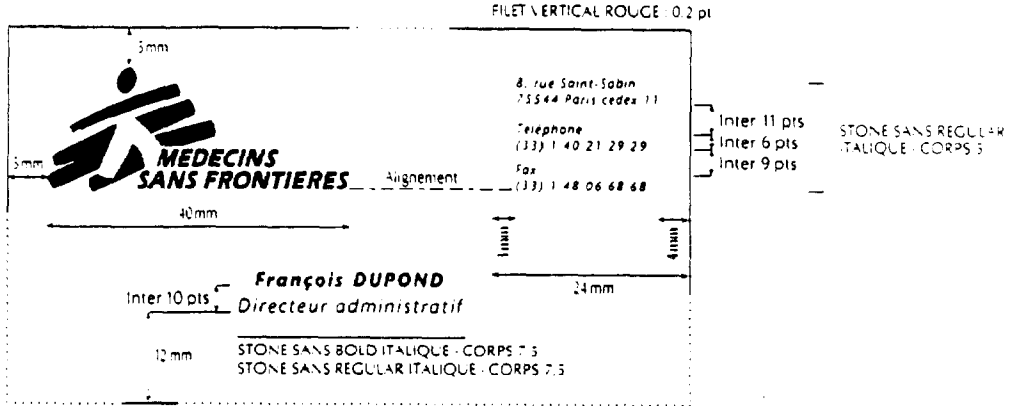
# CARTE DE VISITE

Une unité de mise en page est prévue pour les cartes de visite et de correspondance. Le logotype se détache nettement des textes, toujours alignés sur un fin filet rouge.

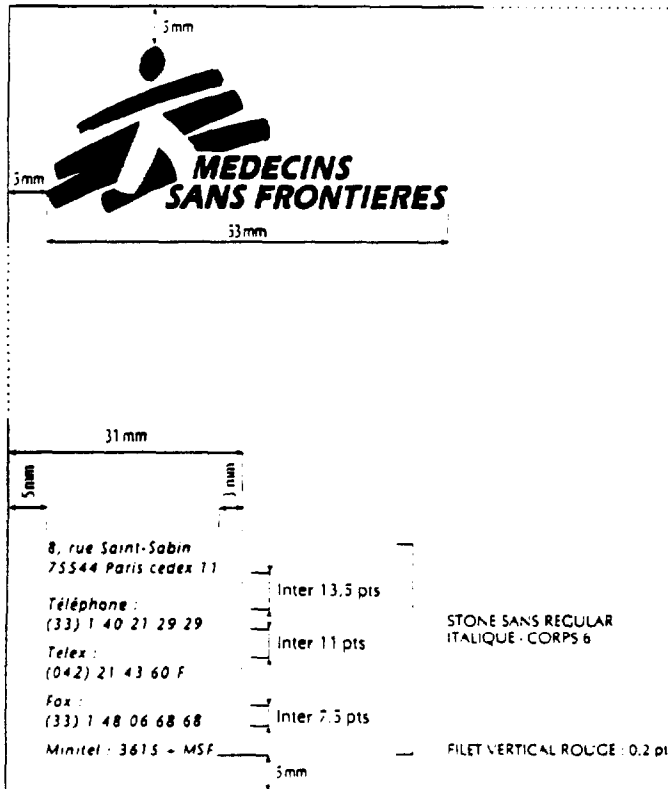
A specific layout is provided for business and correspondence cards, the logo stands out clearly from the texts, which are always framed by a fine red line.

# BUSINESS CARD

## CARTE DE VISITE BUSINESS CARD



## CARTE DE CORRESPONDANCE CORRESPONDENCE CARD

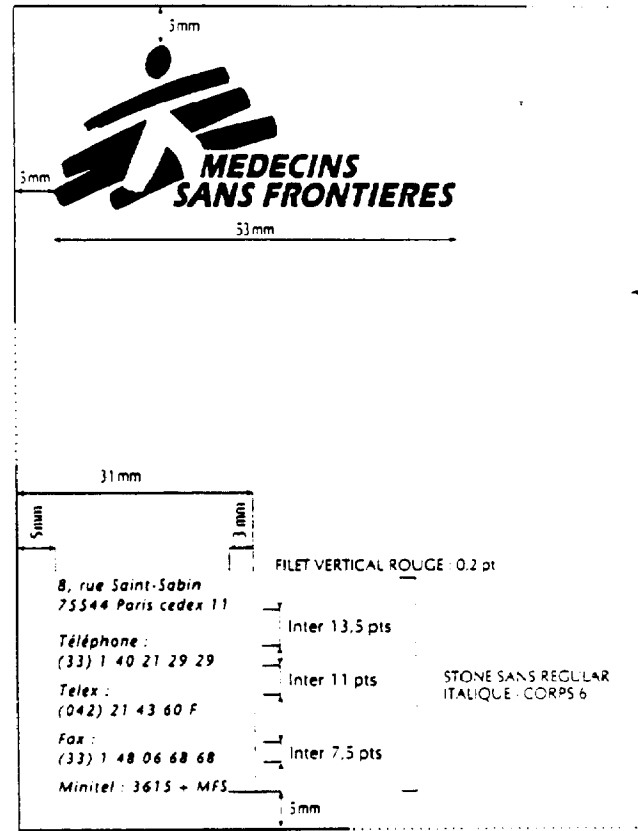
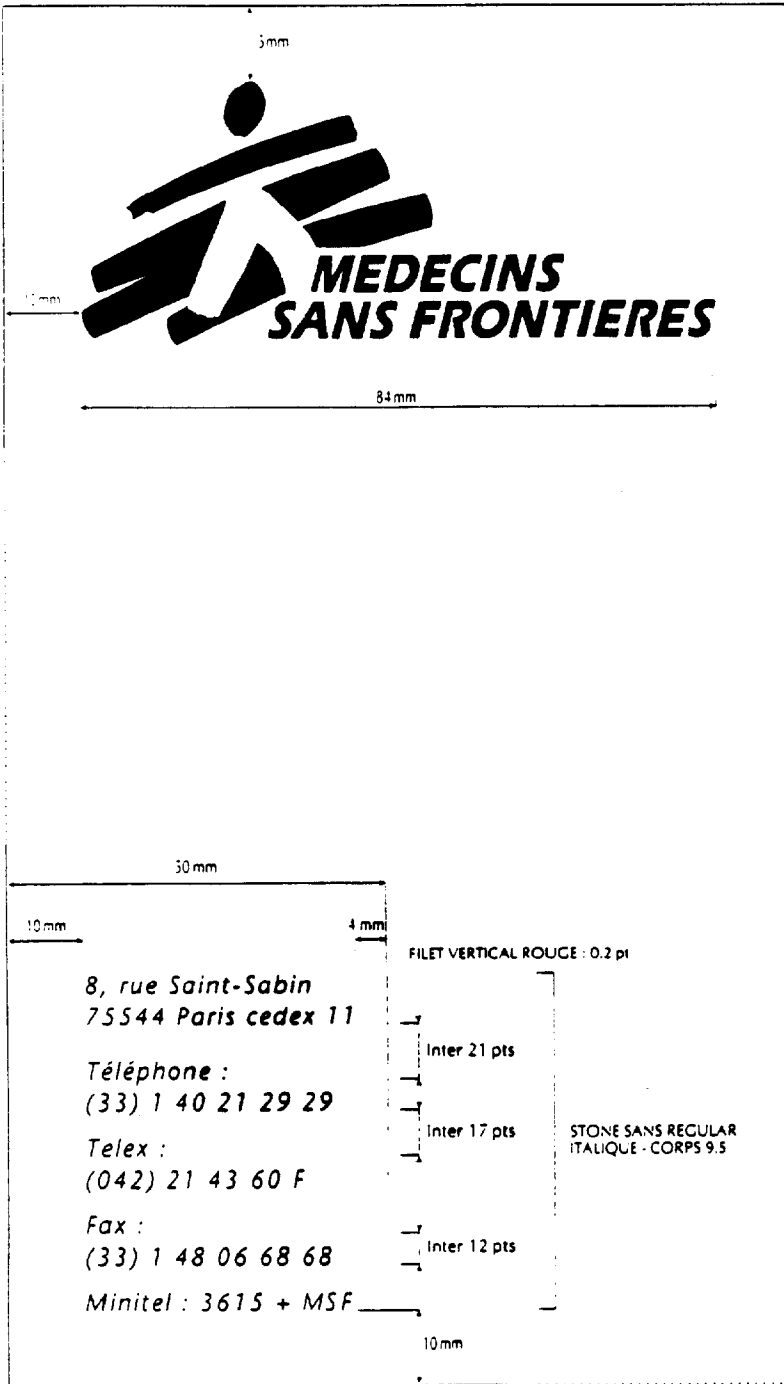


# ENVELOPPES

Les éléments définis page 2c sont repris sur les enveloppes. Des cotes précises permettent de s'adapter aux deux types de format.

The elements shown on page 2c are also printed on envelopes. Precise dimensions make it possible to adapt to both sizes.

# ENVELOPPES



P U B L I C A T I O N

Édition	a	<i>Publishing</i>
Brochure	b	<i>Brochure</i>

P U B L I C A T I O N

V68  
D.L.

ÉDITION N

Nous vous présentons ici un exemple d'application du  
logotype MSF en couleur: il présente le logotype direc-  
tement appliqué sur le visuel.

This is an example of the use of the MSF logo which  
showing how it can be transposed directly on the  
photograph or picture.

PUBLISHING



ICATION 3 a PUBLICATION

VBB  
Cub

TRADEMARK  
REEL: 002265 FRAME: 0570

B R O C H U R E **E**

Nous vous présentons ici un exemple d'application du logotype MSF en couleur directement appliqué sur le visuel en quadrichromie.

This is an example of use of the MSF in colour logo applied directly to the visual support with a four colour printing process.

**B** R O C H U R E



P U B L I C A T I O N

**3**  
**b**

P U B L I C A T I O N T R A D E M A R K

REEL: 002265 FRAME: 0571

OBIETS DE PROMOTION

Textile	a	Clothing
Véhicules	b	Vehicles

PROMOTIONAL ITEMS

VFB  
[Handwritten mark]

# T E X T I L E

Le logotype MSF devra être imprimé sur les deux faces du vêtement, au format maximum. Une version logotype au recto et sigle au verso reste possible.

*The MSF logo must be printed as large as possible on both sides of the garment. An alternative version with the logo on the front and the logo picture alone on the back is also possible.*

# C L O T H I N G



*Handwritten signature and initials*

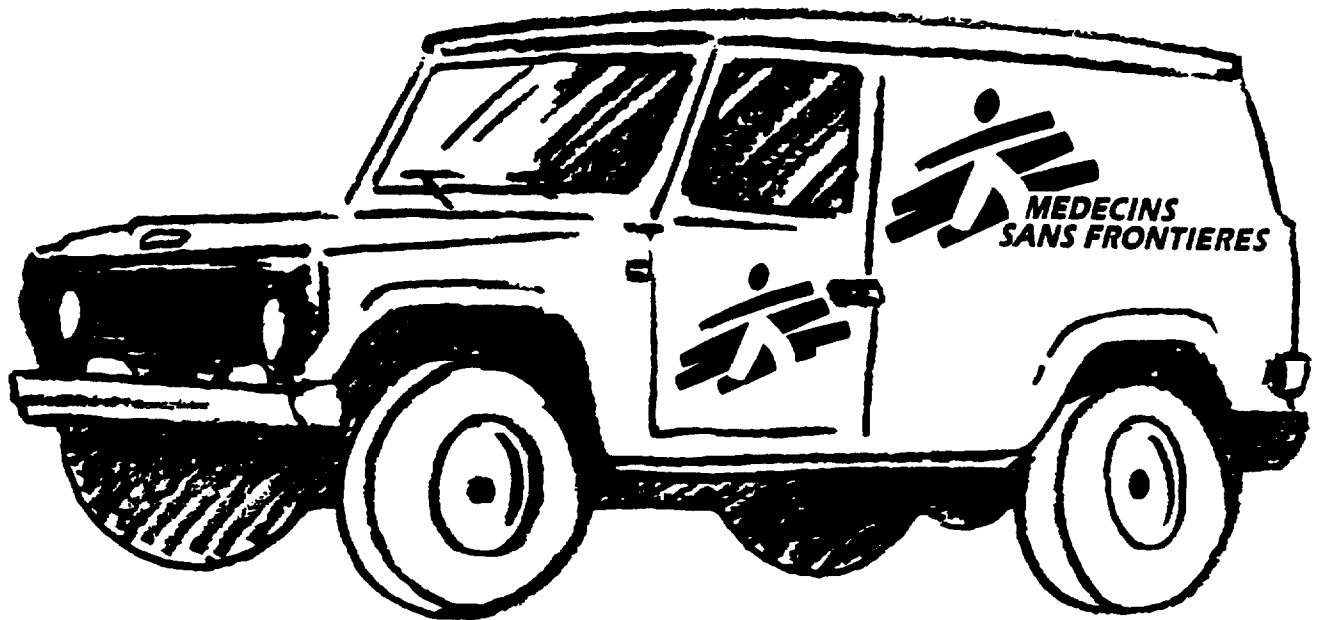
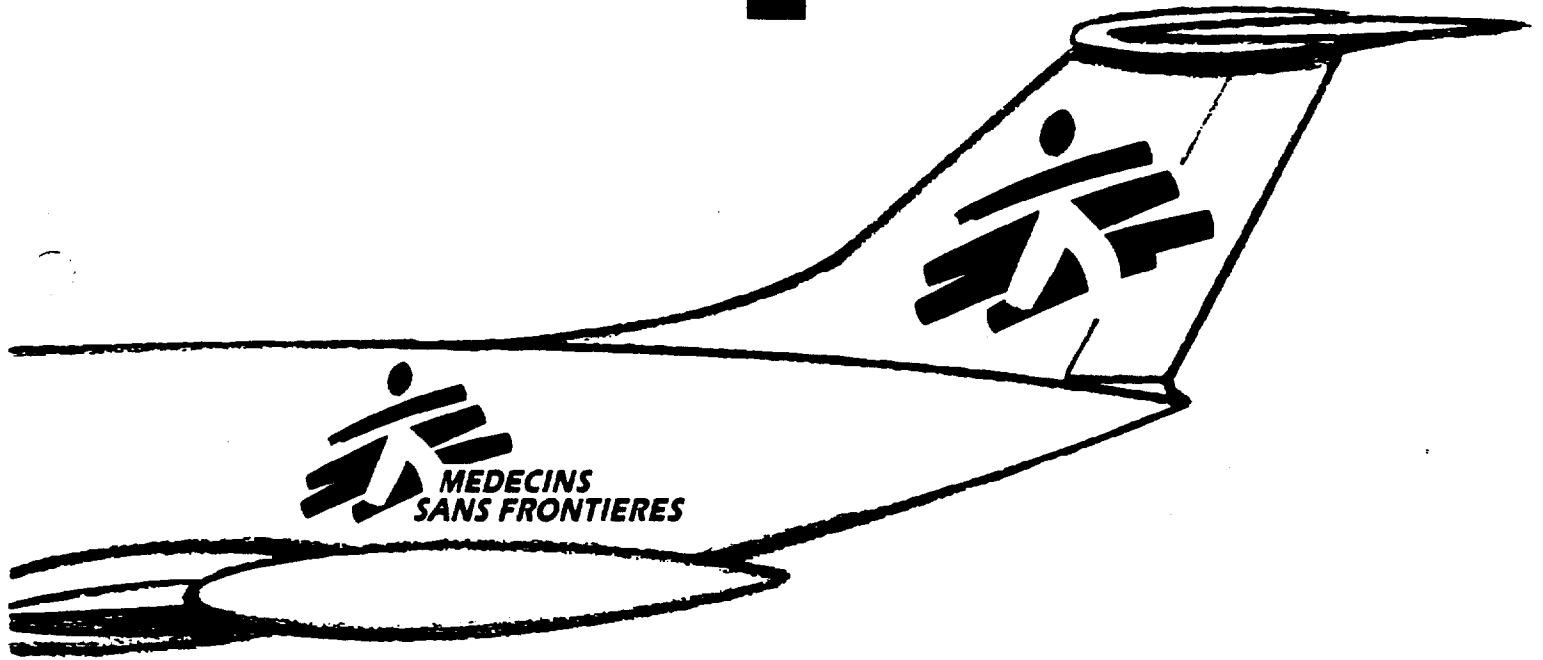


# VEHICULES

Pour des raisons de sécurité, il est souhaitable que le logotype apparaisse sur toutes les faces du véhicule. Quand l'espace est insuffisant, on utilise seulement le sigle (cf. portière 4x4 - queue de l'avion).

For safety reasons, the logo should appear on all sides of the vehicle. When space is lacking, the logo picture alone is used (refer to the door of the 4-wheel drive vehicle and the tail of the aircraft).

# VEHICULES



E C H A N T I L L O N S

Logotypes noirs

Pantone

a

b

*Black logotypes*

*Pantone*

S

A M P L E S

YEB  
2/1

LOGOTYPES NOIRS

Ces logotypes en noir 100% sont à utiliser comme pièce étalon. Lorsque votre graveur ou votre imprimeur vous réclame un bromure ou un modèle type du logotype, donnez-lui ce document. Recupérez-le après emploi.

These 100% black logotypes can be used as standard versions. Should your printer need a bromure or a sample of the logotype, you can provide him with this document. It must be returned after use.

BLACK LOGOTYPES

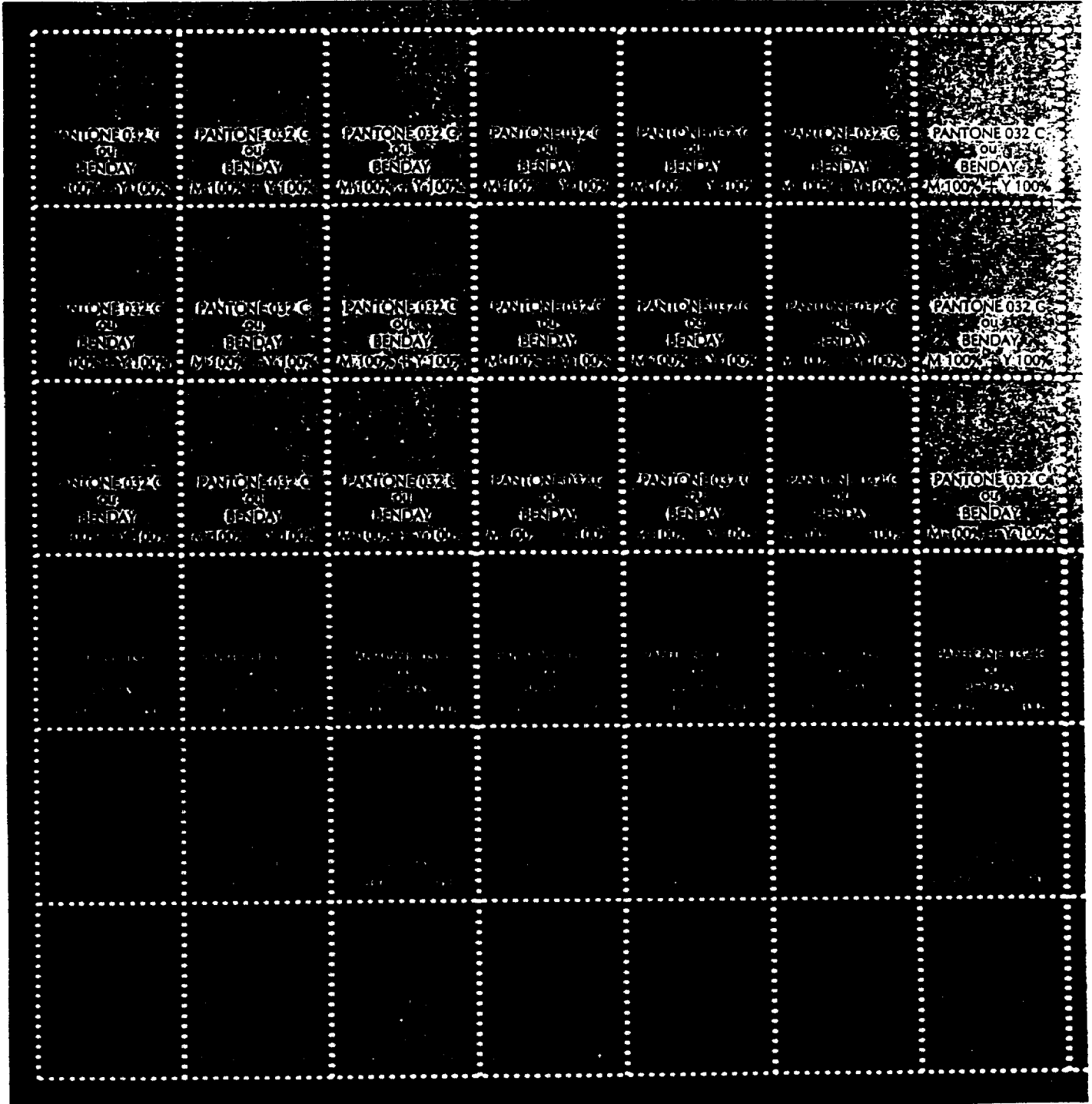


PANTONE

Les timbres ci-dessous vous donnent les references precises du logotype MSF en Pantone et en Benday. Lors d'un travail d'impression, il est recommande de joindre un echantillon de cette couleur a votre imprimeur.

The stamps shown below give the precise references of the MSF logotype in Pantone and Benday. For printing purposes, it is recommended that a colour sample be given to the printer.

PANTONE



## EXHIBIT C

# WHO ARE THE MEDECINS SANS FRONTIERES

## I THE PRINCIPLES

Médecins Sans Frontières (MSF) was founded to contribute to the protection of life and the alleviation of suffering out of respect for human dignity.

MSF brings care to people in precarious situations and works towards helping them regain control over their future.

### 1. MEDICAL ACTION FIRST

The actions of MSF are first and foremost medical. This primarily consists of providing curative and preventive care to people in danger, wherever they may be. In cases where this is not enough to ensure the survival of a population - as in some extreme emergencies - other means may be developed, including the provision of water, sanitation, food, shelter, etc.

This action is mainly carried out in crisis periods when a system is suddenly destabilised and the very survival of the population is threatened.

### 2. TEMOIGNAGE (WITNESSING) - AN INTEGRAL COMPLEMENT

*Temoignage* is done with the intention of improving the situation for populations in danger. It is expressed through:

- the presence of volunteers with people in danger as they provide medical care which implies being near and listening
- a duty to raise public awareness about these people
- the possibility to openly criticise or denounce breaches of international conventions. This is a last resort used when MSF volunteers witness mass violations of human rights, including forced displacement of populations, *refoulement* or forced return of refugees, genocide, crimes against humanity and war crimes.

In exceptional cases, it may be in the best interests of the victims for MSF volunteers to provide assistance without speaking out publicly or to denounce without providing assistance, for example when humanitarian aid is "manipulated".

### 3. RESPECT FOR MEDICAL ETHICS

MSF missions are carried out in respect of the rules of medical ethics, in particular, the duty to provide care without causing harm to either individuals or groups. Each person in danger will be assisted with humanity, impartiality and in respect of medical confidentiality.

In other respects, this ethical consideration provides that no one will be punished for carrying out medical activities in accordance with the professional code of ethics, regardless of the circumstances or the beneficiary of the action.

Finally, no person carrying out a medical activity can be forced to perform acts or operations in contradiction to the professional code of ethics or the rules of international law.

### 4. DEFENCE OF HUMAN RIGHTS

Médecins Sans Frontières ascribes to the principles of Human Rights and International Humanitarian Law. This includes the recognition of:

- the duty to respect the fundamental rights and freedoms of each individual, including the right to physical and mental integrity and the freedom of thought and movement, as outlined in the 1949 Universal Declaration of Human Rights;
- the right of victims to receive assistance, as well as the right of humanitarian organisations to provide assistance. The following conditions should also be assured: free evaluation of needs, free access to victims, control over the distribution of humanitarian aid and the respect for humanitarian immunity.

### 5. CONCERN FOR INDEPENDENCE

The independence of MSF is characterised above all by an independence of spirit which is a condition for independent analysis and action, namely the freedom of choice in its operations, and the duration and means in carrying them out.

This independence is displayed at both the level of the organisation and of each volunteer.

- MSF strives for strict independence from all structures or powers, whether political, religious, economic or other. MSF refuses to serve or be used as an instrument of foreign policy by any government.

The concern for independence is also financial. MSF endeavours to ensure a maximum of private resources, to diversify its institutional donors, and, sometimes, to refuse financing that may affect its independence.

- From their side, MSF volunteers are expected to be discrete and will abstain from linking or implicating MSF politically, institutionally or otherwise through personal acts or opinions.

## 6. A FOUNDING PRINCIPLE: IMPARTIALITY

Impartiality is fundamental to the mission of MSF and is inextricably linked to the independence of action. Impartiality is defined by the principles of non-discrimination and proportionality:

- non-discrimination in regard to politics, race, religion, sex or any other similar criteria.
- proportionality of assistance as it relates to the degree of needs - those in the most serious and immediate danger will receive priority.

## 7. A SPIRIT OF NEUTRALITY

MSF does not take sides in armed conflicts and in this sense adheres to the principle of neutrality.

However, in extreme cases where volunteers are witness to mass violations of Human Rights, MSF may resort to denunciation as a last available means in helping the populations it assists. In these cases, simple assistance is rendered in vain when violations persist. For this reason, MSF will drop its strict observance of the principle of neutrality and will speak out to mobilise concern in an attempt to stop the exactions and improve the situation for these populations.

## 8. ACCOUNTABILITY AND TRANSPARENCY

Faced with populations in distress, MSF has an obligation to mobilise and develop its resources.

Aiming at maximum quality and effectiveness, MSF is committed to optimising its means and abilities, to directly controlling the distribution of its aid, and to regularly evaluating the effects.

In a clear and open manner, MSF assumes the responsibility to account for its actions to its beneficiaries as well as to its donors.

## 9. AN ORGANISATION OF VOLUNTEERS

MSF is an organisation based on volunteerism. This notion principally implies:

- an individual commitment to people in precarious situations. The responsibility of the organisation is based on the responsibility taken by each volunteer;
- disinterest, attested to by the non-lucrative commitment of volunteers.

Volunteerism is a determining factor in maintaining a spirit of resistance against compromise, routine and institutionalisation.