



# Use of the UTMC logo

18 April 2009

Reference: UTMCD014-1.3

Cover + 13 pages

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**UTMC Ltd**

Registered in England Number 5535034

Main Office: Surrey Technology Centre  
Surrey Research Park, Guildford, Surrey, GU2 7YG

Registered Address: c/o Menzies 1st Floor Midas House  
62 Goldsworth Road Woking GU21 6LQ

tel: +44 (0)1483 688 270

fax +44 (0)1483 688 271

email: [UTMC@centaurconsulting.co.uk](mailto:UTMC@centaurconsulting.co.uk)

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# 1 Introduction

## 1.1 This document

1.1.1 This document has been produced under the Urban Traffic Management and Control (UTMC) initiative. It presents the policy and procedures to be adopted in respect of the permitted use of the UTMC logo.

## 1.2 Context

1.2.1 The UTMC logo is recognised widely. Originally developed as part of the DfT research programme, it was trademarked by Mouchel Parkman in 2003 and ownership transferred to UTMC Ltd shortly after its foundation in 2006.

1.2.2 The value of UTMC lies in the fact that it represents a consensus position of technical good practice, which is accepted by the majority of purchasers and suppliers of traffic management systems. For this to be meaningful, it is essential that:

- Purchasers know what they need to buy to receive the benefits of UTMC
- Suppliers can put their message across clearly to potential purchasers

1.2.3 The means by which this is achieved is by compliance assessment, certification and marking. This policy and procedures document describes how this will be achieved.

## 1.3 Status

1.3.1 This document has been produced by UTMC Ltd on behalf of the UTMC Development Group (UDG) Management Group, with advice from the UDG Specifications and Standards Group (S&SG) and the support of the Department for Transport. It reflects the Principles agreed by the Joint Chairs Group.

1.3.2 This version is a significant update to the November 2008 Policy, following the launch of the UDG as a membership body, to reflect the need for subscribing members to have a distinguishing “badge”.

1.3.3 This version of the policy and procedure is **active**.

## **1.4 Information and complaints**

- 1.4.1 Advice about the implementation of this policy and procedure should be addressed in the first instance to the Director of UTMC Ltd, at the following address:

Mark Cartwright  
UTMC Limited  
Surrey Technology Centre  
Surrey Research Park  
Guildford  
Surrey, UK  
GU2 7YG  
Tel: +44 (0)1483 688272  
Fax: +44 (0)1483 688271  
email: [utmc@centaurconsulting.co.uk](mailto:utmc@centaurconsulting.co.uk)

## **2 General principles**

### **2.1 Logo graphics**

2.1.1 The UTMC logo is described in Annex A, in both “native” format and in the three special formats:

- The “Compliance Configuration”
- The “Membership Configuration”
- The UDG logo

2.1.2 In any usage of the UTMC logo, users may not make material changes to the style and layout of the logo. Reasonable adaptations include using logos of different sizes and page orientations, use of greyscale versions, or simple animations such as marquee usage on websites. Unacceptable changes include recolouring, adopting a different font for the lettering, or stretching/skewing the logo or any part of it.

2.1.3 Graphics for the UTMC logo are available from the Technical Secretary.

### **2.2 Class Licence**

2.2.1 Any individual or body may make free use of the UTMC logo in contexts which indicate general support of the initiative, or intention to adopt the UTMC approach in a product or delivery strategy.

2.2.2 This usage is subject to a ‘Class Licence’, ie permission is granted by default and no specific or explicit authorisation is required to make use of the UTMC logo in this way.

2.2.3 Class Licence usage excludes any context in which the impression is given that the user has gained approval for their UTMC activities, has achieved compliance of any products or services, or has a special role in or insight into any area of UTMC.

### **2.3 Individual Licences**

2.3.1 Special configurations of the UTMC logo exist to register three specific UTMC endorsements. Each of these is subject to ‘Individual Licence’.

2.3.2 Three forms of Individual Licence exist.

- A Licence to use the Compliance Configuration is granted at the point when a supplier is notified that the UDG has accepted its technical submission on behalf of a product or product suite (see Section 3).
- A Licence to use the Membership Configuration is granted at the point when an organisation becomes a UDG subscriber, and ceases at the point that it ceases to be a subscriber (see Section 4).

- The UDG logo is separately and uniquely licensed for official UDG use, and is underpinned by the constitutional relationship between UTMC Ltd and the UDG.

2.3.3 UTMC Ltd, as the owner of the UTMC logo, has the authority to grant Individual Licences; in doing so it will take advice from the UDG Management Group and (for product compliance) from the UDG Specifications and Standards Group.

2.3.4 The logo configuration cannot be used before explicit authorisation is given. Usage must cease as soon as practicable on instruction from UTMC Ltd, such instruction not to be given unreasonably.

## **2.4 Licence enforcement**

2.4.1 Where UTMC Ltd becomes aware of a use of the logo, under either the Class Licence or under an Individual Licence, which it considers to be misleading, fraudulent or otherwise not in the interests of the UTMC initiative or the UDG, we reserve the right to require this usage to be ceased.

2.4.2 We will use this power in a fair and non-discriminatory way, and will publish our reasons for any such notice.

## **3 Rules for the Compliance Configuration**

### **3.1 Logo graphic**

3.1.1 The Compliance Configuration of the UTMC logo is described in Annex A.2.

### **3.2 Licence conditions**

3.2.1 Use of this configuration is subject to an Individual Licence. The Licence is granted to an organisation in respect of a product or product suite to which it owns relevant Intellectual Property Rights (including the right to advertise).

3.2.2 Once granted, a product or product suite may be advertised as “UTMC compliant”, including with the use of the UTMC logo in its Compliance Configuration.

### **3.3 Application for a Compliance Configuration Licence**

3.3.1 A supplier may ask the UDG to review his product more closely, with a view to securing an Individual Licence to use the “UTMC compliant” logo. Enquiries should be sent to the Technical Secretary.

3.3.2 This review is conducted by the Specifications and Standards Group (S&SG), and the Technical Secretary will liaise with the supplier and the S&SG to ensure that all relevant information is available and considered. While the S&SG will aim to achieve this with reasonable speed, there is no commitment to any specific timetable: some products may require more evidence than others.

3.3.3 In an individual review, the S&SG will aim to ensure that the supplier has been complete and specific in describing all aspects of the product to which the UTMC Technical Specification is relevant; for instance, that he has not inadvertently overlooked potentially relevant elements.

3.3.4 The licence is granted as a positive act, and is not automatic. It is expected that the mark will only be awarded when all of the principal interfaces of a product have been constructed and tested in line with UTMC Technical Specification.

3.3.5 If it is satisfied, the S&SG can recommend the issue of an Individual Licence to the supplier for the use of the UTMC logo in its compliance configuration. UTMC Ltd will honour this recommendation.

3.3.6 A rejected application may at any time be revised and resubmitted without prejudice. However it is recommended that the advice of the Technical Secretary is sought first, to prevent fruitless work.

### **3.4 Revocation**

- 3.4.1 Once a supplier has been awarded an Individual Licence for a product, policing is by exception: that is, if evidence is presented that the claim was false or misleading, the UDG can require its retraction.
- 3.4.2 Revocation of a licence is a serious matter and is only taken after authorisation by the UDG Management Group. As an interim step, a licence may be suspended by the agreement of the Chairs of the S&SG and the UDG MG, who will normally consult both the licence-holder and colleagues within their groups before acting.
- 3.4.3 Intention to suspend or revoke a licence will be notified formally to the licence-holder before any further steps are taken. Once this notification is given, the UDG will mark the product as suspended in the Product Register.
- 3.4.4 On revocation of a licence the licence-holder will be expected to take steps to remove all occurrences of the mark. Under suspension the licence-holder need not withdraw product literature, but is advised to make this suspension clear to potential customers, to avoid being regarded as guilty of fraudulent misrepresentation.
- 3.4.5 Prior to revocation, the licence-holder will be given full opportunity to appeal and present the case for retaining the licence.

## **4 Rules for the Membership Configuration**

### **4.1 Logo graphic**

4.1.1 The Membership Configuration of the UTMC logo is described in Annex A.3.

### **4.2 Licence conditions**

4.2.1 Use of this configuration is subject to an Individual Licence. The Licence is granted automatically to an organisation at the point where it is explicitly accepted as a UDG subscriber, and is revoked automatically at the point where the organisation ceases to be a UDB subscriber.

4.2.2 Once granted, the organisation may be advertised as a “UDG member”, including with the use of the UTMC logo in its Membership Configuration.

### **4.3 Application for a Membership Configuration Licence**

4.3.1 No separate application is required for the use of a Membership Configuration Licence.

### **4.4 Revocation**

4.4.1 Revocation of a Membership Configuration Licence is automatic upon an organisation ceasing to be a UDG member.

4.4.2 On revocation of a Licence the licence-holder will be expected to take steps to remove all occurrences of the mark.

4.4.3 For the avoidance of doubt, an organisation will be deemed to continue to be a UDG subscriber until it has withdrawn explicitly, unless it is deemed to have withdrawn in accordance with the relevant provisions in the UDG Constitution.

## **A UTMC logos**

### **A.1 The UTMC logo**

A.1.1 The UTMC logo has become familiar since its creation in the mid-1990s, and represents a national badge of quality. It was registered as a trademark in the name of the UTMC Development Group in July 2003, and is now owned by UTMC Ltd.



A.1.2 The Mark has been registered in respect of Clause 42 – “Scientific and technological services and research and design relating thereto; design and development of computer hardware and software”. Pantone colours 293 (for the text and dot) and 658 (for the circle and arrows logo) are elements of the mark.

### **A.2 The Compliance Configuration**

A.2.1 The Compliance Configuration of the UTMC logo is indicated in the graphic below. The use of the UTMC logo in this configuration, or any configuration similar to this, or any other configuration which relates the logo explicitly or otherwise to a specific product or set of products, is restricted.

A.2.2 Users wishing to use the UTMC logo in its Compliance Configuration must seek an individual review of the product or product to which they wish to apply it, using the procedure described in section 4.3.



### **A.3 The Membership Configuration**

- A.3.1 The Membership Configuration of the UTMC logo is indicated in the graphic below. The use of the UTMC logo in this configuration, or any configuration similar to this, is restricted.
- A.3.2 Users wishing to use the UTMC logo in its Membership Configuration must be current subscribers of the UTMC Development Group. Use of this logo must cease as soon as the user ceases to be a UDG subscriber.



### **A.4 The UDG Configuration**

- A.4.1 The UDG Configuration of the UTMC logo is indicated in the graphic below. The use of the UTMC logo in this configuration, or any configuration similar to this, is granted uniquely to the UDG and those operating in an official capacity on its behalf.



## **B UTMC Compliance**

### **B.1 The role of UTMC compliance in procurement**

B.1.1 The purpose of the UTMC initiative is to make it simpler, cheaper, less risky and more robust for users to develop integrated transport management systems. Technical compliance is one aspect of this – but it is only a tool, not the goal.

B.1.2 When a user acquires a system, they want it to do what they asked it to – that is, to comply with the procurement specification, which will make statements about functionality, performance, integration, maintenance and support, etc. UTMC compliance is only a small part of this.

B.1.3 A procurement would normally be expected to:

- Describe the architecture of the system, including the place taken by the component(s) being procured.
- Describe the functional and performance characteristics of the component(s) being procured.
- Describe what level of UTMC compliance is expected of each component interface.
- State whose responsibility it is to ensure successful component testing and integration testing.
- State how much flexibility may be exercised in all of the above.

B.1.4 With relevant statutory exemptions such as the Sale of Goods Acts, the rule of *caveat emptor* (buyer beware) is a good starting point. Users that specify the systems they wish to buy are responsible for ensuring their requirements are fulfilled. Where compliance with a standard or specification is required, the buyer needs to decide how important it is for compliance to be “proved”.

B.1.5 Because UTMC compliance is self certified, compliance claims are based on a development and testing regime chosen by individual system developers/suppliers. Other parties (including actual or potential buyers) are free to seek to negotiate enhanced or additional testing, either as a precondition of procurement or as a priced option.

B.1.6 Claims of compliance to technical standards or specifications do not exonerate any need for stakeholders to comply with other standards and regulations. It is the responsibility of those developing standards and specifications to ensure that their output does not generate conflicts.

## **B.2 Compliance in the UTMC Technical Specification**

B.2.1 The Framework Technical Specification TS003.002:2008 states that<sup>1</sup>:

*The primary intention of UTMC Technical Specification is to facilitate the interoperability of modules in a Traffic Management System, and between such systems and external parties. In this regard:*

- A specific interface in a Traffic Management System may claim to be a “UTMC compliant interface” if all communications across it are conducted using the technical standards of TS003 sections 4-8, conveying only registered UTMC data objects as listed in TS004.*
- An interface may claim to be an “extended UTMC compliant interface” if it uses the technical standards of TS003, and the data it conveys are in the structure of registered UTMC data objects wherever they are available.*

*Products may have a number of interfaces, and a Traffic Management System may be constructed from a number of Products configured in a particular way. It will not always be necessary or efficient for all of these interfaces to be UTMC compliant interfaces, in order to meet the primary goals of facilitating interoperability. Thus, the “UTMC compliance” of a Product or System is not a simple yes-or-no property.*

*Nevertheless, it is recognised that suppliers and traffic managers would value the ability for Products and Systems to be assessed against the UTMC Specifications and, if appropriate, their compliance recognised. To this end, the Department for Transport is currently working towards the establishment of a suitable monitoring and assessment regime for Products and Systems.*

## **B.3 Suppliers’ claims of UTMC compliance**

B.3.1 All claims of UTMC compliance are self-certified by the product developer/supplier. The accuracy of these claims is not independently verified by the UDG.

B.3.2 A supplier’s simple verbal claim that his product “is UTMC compliant” will not normally be challenged by the UDG or by UTMC Ltd. It is a matter for potential buyers of the product to satisfy themselves of the validity of this claim, in particular by looking for:

- whether the product bears the Compliance Configuration logo – which implies that the claim of compliance covers all the principle interfaces in a way which follows UTMC principles.
- whether the supplier is a member of the UDG (which may be indicated by the Membership Configuration logo) – which indicates that the supplier has signed up to the UDG Code of Conduct regarding compliance.

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<sup>1</sup> TS003 is subject to periodic update. However, there is no anticipation that this statement will change substantively in the foreseeable future.