



From A to Veck:
Standardization and the Law

2005 ANSI Annual Conference



SDO LICENSING

Presented by

William G. Scarborough

General Counsel

Project Management Institute, Inc.

SDO LICENSING

■ Agenda

- **Foundation of Licensing Program is being secure that the SDO has the rights to license.**
- **Why License?**
- **How to license– content, agreement and organizational concerns.**
- **Issues relating to Licenses -- Veeck, Fair Use, etc.**



What does the SDO own?

- **Joint Work** – owned by all the individuals who worked on it.
- **Collective Work** - compiler has right to compilation but must get approval of each individual owns his/her respective contribution.
- **Work for Hire** (a) written within the scope of individual's employment; or (b) a written agreement between the SDO and the authors and be within one of the 11 criteria defined in the Copyright Act as to the types of works that can be the subject of a work for hire.



What does the SDO own?

SDO should get have the following written agreements to ensure copyright ownership.

1. Agreement with those individuals actually working on the standard that they assign their copyright and that it is a work for hire.
2. If the individual is working for a company and working on standard during company time, then the standard may be a work for hire owned by the employer – need an assignment of rights from the employer as well.



Licensing Process

- A. Why License: organization's strategic plan.
- B. What to License: Entire standard. Specific portions of the standard. Creation of derivative works (including translations).
- C. Who does the granting a license: External licensing agency. E.g., Copyright Clearance Center. Internal licensing function.



Licensing Process

D. License Agreement:

- Limitation of what/ how much SDO is licensing, e.g., derivative works, specific portions.
- Limitation on intended use of the licensed portions (reproduction, derivative work, public distribution, display, performance, digital rights)
- Non-assignable/ Non-exclusive
- Duration of the license/ termination/ Territory
- Fee/ royalty
- Duty to exploit, promotional activities, attribution.



Licensing Issues

- Fair use. Need to develop a standard for your own use.
- Uses that are permitted by case law or statute—classroom uses, use by libraries, first sale doctrine, Digital Millennium Copyright Act.
- Veeck Case for use by the government

