



PUB-104: Licensing Agreements for INCOSE IP – 1 February 2021

Purpose

The purpose of this policy is to specify the general licensing agreements for use of INCOSE intellectual property (IP) by a third party. This policy establishes the general rights and restrictions for the licensee as well as general structure for compensation, if any, to INCOSE for use of its intellectual property. For any specific licensing agreement, the agreement includes the specific terms and conditions.

Applicability

This policy pertains to use of INCOSE IP in, inter alia:

- Training courses
- Books, journals, and other publications beyond “fair use” guidelines
- Derivative products such as models or systems engineering tools.

Participation in a Working Group that develops an INCOSE product does not establish the participant with any rights to the overall product beyond what the individual contributed to the project as specified in an IP Release form. Any use of the group effort will consider the individual contributor as a third party.

This policy does not apply to IP developed by INCOSE that has been transferred to a publisher (e.g., Wiley).

This policy does not apply to IP released under the provisions of a Creative Commons License or similar free or open source licenses, which will be addressed in a separate INCOSE policy.

Definitions

Intellectual Property: For the purposes of this policy, the term “Intellectual Property” includes technical, scientific or engineering information, which can comprise technology and/or know-how, which generally includes innovations, inventions and discoveries, patents processes, manufacturing methods, production techniques, trade secrets, trademarks, service marks, mask works, copyrights and copyrightable information. The term “Information” is defined in ADM-102: Confidential Information.

Preferential Terms: Conditions that make it easier for a particular person or group to buy something, for example because they are allowed to pay a lower price or pay over a longer period of time. Preferential terms would favor members over non-members.

Publications Clearance Process: Review by an organization, typically the author’s employer, that the organization approves the public release of the material contained in the contribution.

Policy Content

It is the intent and purpose of INCOSE to use participation of members and non-members to develop products and to publish technical data that relate to all facets of systems engineering as prescribed in



policy TEC-101. It is the intent of INCOSE to retain Intellectual Property rights granted to it by the owner to such products and technical information in the form of nonexclusive, unencumbered licenses that grant INCOSE the right to use such Intellectual Property in perpetuity and that reserve to the owner all Intellectual Property rights, such as copyright.

Participants in product development and authors of technical information as prescribed in policy TEC-101 shall be responsible for determining the ownership and the availability of intellectual property for licensing to INCOSE. Participants shall ensure that any and all documents deemed necessary or appropriate by INCOSE are executed to license Intellectual Property owned by the participant, the participant's employer, or another party by prior agreement with the participant.

It is the responsibility of the President to personally, or through delegation, review and execute or approve for execution, on behalf of INCOSE, all proposed agreements or arrangements involving the licensing, sale, exchange, or other transfer of rights in Intellectual Property; and ensure that such delegate will be a primary participant, when deemed appropriate, in any negotiation or discussions relating thereto.

Any license agreement shall be consistent with the principles established in Policy TEC-101. INCOSE chapters and CAB members shall receive preferential terms over unaffiliated organizations.

INCOSE shall consider the economic value of the IP to the licensee, including consideration of whether the licensee acquires revenue from the IP or the derivative product that includes the IP. In those cases where INCOSE seeks financial compensation for the use of the Intellectual Property, the agreement shall seek to minimize the recordkeeping and other administration overhead. Possible mechanisms include:

- A one-time permanent fee
- An annual fee
- A percentage of revenue derived from INCOSE's Intellectual Property
- A fee per copy sold, perhaps using a sliding scale.

Pricing of a license for Intellectual Property based on an INCOSE product should consider the price established for that product.

Pricing Factors by Type of Organization

The pricing guidance table contained in LST-103 provides guidelines for establishing a negotiating position depending on the nature of the organization seeking a license and the proposed use of the INCOSE intellectual property.

Applicability

INCOSE shall establish procedures and standards for preparation and use of appropriate documents for the purpose of obtaining authorization to license Intellectual Property rights for use by INCOSE. INCOSE shall retain legal counsel as necessary to provide guidance on the application of this policy



to particular circumstances; and provide clauses to be used in contracts and consultant agreements and approve modifications or exceptions to such clauses on a case-by-case basis.

This authorization to use material covered by this policy shall be granted by any of three (3) means:

1. Universal agreement executed by the Intellectual Property rights holder that authorizes product team members to incorporate material into INCOSE products or services;
2. An agreement specific to the scope of a particular product, executed by the Intellectual Property rights holder that authorizes project team members to incorporate material into INCOSE; or
3. Specific publication clearance for a specific item, obtained according to the normal publication's clearance process to which a contributor is subject.

It is the policy of INCOSE that Intellectual Property rights of third parties be respected and not infringed by INCOSE employees, contractors, members, agents, or consultants.

Consequences of Non-Compliance

Any violation of this policy or the ensuing agreements shall be grounds for termination of the license.

Any violation of this policy shall be grounds for disciplinary action, up to and including dismissal from membership in or employment by INCOSE. Perceived INCOSE benefit shall not be accepted as justification for non-compliance with this policy.

Responsible Position

The Associate Director for Publications is responsible for this policy.

Related Policies

ADM-102: Confidentiality
LST-103 Licensing Pricing Guidelines for INCOSE IP
TEC-101: Sale & Distribution of Technical Information
TEC-102: Product Development & Commercialization

Related Procedures

Not applicable

SUPERSEDES: PUB-104 dated 26 October 2018.

APPROVED BY: INCOSE Board of Directors, Virtual, 1 February 2021

POLICY OWNER (RACI Responsible R): Associate Director for Publication

MAINTAINED BY (RACI Accountable A): President-Elect