



IPTC Intellectual Property Policy

Adopted by the IPTC Management Committee on 30 January 2006

1 Introduction

The International Press Telecommunications Council (IPTC) has as a fundamental component of its mission the creation of standard specifications for news (the Specifications). As part of this process it creates a significant amount of Intellectual Property (IP). Intellectual Property is one of the primary assets of the IPTC. In addition to the IP in the Specifications that the IPTC develops, IP takes the form of supporting software, documentation, technical reports, web sites and other material related to the Specifications (the Materials). The IPTC also has IP in the form of software including but not limited to machine processable schemas, DTDs, computer applications, APIs, and code fragments as well as IP in the form of trademarks.

Users of IPTC Intellectual Property may not remove IPTC ownership, copyright and license statements from IPTC IP.

The IPTC Management Committee in its sole discretion may amend this policy at any time.

2 Contributions and Discussions

The Intellectual Property of the IPTC is developed largely from contributions from member companies and their staff. This is augmented by discussions in committee, conference calls, and electronic forums. Some of these activities may also provide opportunities for non-members to contribute information and opinions to the IPTC development process.

The IPTC shall endeavour to ensure that to the extent that member and non-member contributions and related discussions are protected by intellectual property rights including copyright, patent, and trademark rights, those members and non-members will agree to waive the exercise of those rights against the IPTC if it uses any such protected material in its published standards and related documents (See also 8, Outside Standards and Related Materials).

Referenced works, their titles, and extracts therefrom are also considered property of their source. Use of this material in Specifications and Materials will follow accepted IP practices.

3 IP Protection

The IPTC uses legal means where it considers it appropriate to protect its Intellectual Property including but not limited to copyright and trademark registration.

4 Copyright

Unless otherwise specified, the IPTC claims copyright in all documentation and other copyrightable work generated by its committees and staff. This includes all software and documentation produced and maintained in either electronic or paper form. This applies to all software and documentation without regard to the format that the information is stored or presented. The software and documentation covered include the Specifications and their related software, documentation, technical reports, web sites, and any other materials related to the Specifications.



5 Work for Hire

The IPTC shall endeavour to ensure that the Intellectual Property in all work for hire is the property of the IPTC absent any other arrangement. This provision covers the entire corpus and includes technical innovations that are developed explicitly as part of the work for hire. Preexisting technical innovations that are established property of the creators are exempt from this provision.

6 Patents

The IPTC may at its discretion choose to patent technical innovations developed in the course of its work. Use of patented inventions is covered in the usage guidelines below.

7 Trademarks

The IPTC applies for trademark protection of its primary brands. Use of IPTC trademarks is covered in the usage guidelines below.

8 Outside Standards and Related Materials

The IPTC provides appropriate notice in its Materials when outside standards or related materials are used. The IPTC asserts no claims of ownership to any such external information used within its Materials.

The IPTC may develop authorized derivative IP based on non-IPTC standards or other materials. The IPTC asserts ownership of the derivative work but makes no claims to the source material.

9 Usage

The IPTC generally makes all of its Intellectual Property available to any interested parties. Such IP is made available under the following conditions:

- a/ IPTC provides explicit licenses to use its Specifications and Materials. The licenses appear in the appendices as “Non-Exclusive License Agreement for International Press Telecommunications Council Specifications and Related Documentation” and “International Press Telecommunications Council Software License Agreement”.
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- e/ IPTC Specifications may be extended by both members and non-members to provide additional functionality (Extended Specifications) provided that the Extended Specifications and the related documentation make clear recognition of the existence and ownership of the IPTC IP and provided that the extensions are clearly identified and provided that a perpetual license is granted by the creator of the Extended Specifications



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- f/ IPTC Specifications and Materials may be included in derivative work of both members and non-members provided that there is a clear recognition in the derivative work and its related documentation of the IPTC IP and its ownership. The IPTC does not waive any of its rights in the Specifications and Materials in this context. Derivative work in its entirety may be considered the intellectual property of the creator of the work. The IPTC expressly disclaims any responsibility for damage caused when its IP is used in a derivative context.



10 Appendix – IPTC Specifications License Agreement

Non-Exclusive License Agreement for International Press Telecommunications Council Specifications and Related Documentation

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11 Appendix – IPTC Software License Agreement

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