

AMTA Intellectual Property and Licensing Policy

1.1 Purpose: In carrying out its mission, the American Mock Trial Association (hereinafter “AMTA”) creates valuable Intellectual Property. This policy is designed to protect the value of its Intellectual Property consistent with its mission and clarify the respective rights and obligations of AMTA, its members, and other parties interested in using AMTA’s Intellectual Property. Nothing herein is intended to conflict with the AMTA Rulebook, and in the event of a conflict between this Policy and the AMTA Rulebook, the AMTA Rulebook shall govern.

1.2 Definitions

- a. **“Intellectual Property”** shall be deemed to refer to Patentable Materials, Copyrighted Materials, Trademarks, and Software, whether or not formal protection is sought.
- b. **“Patentable Materials”** shall be deemed to refer to items other than software and any processes which reasonably appear to qualify for protection under the patent laws of the United States (see 35 U.S.C. 101 et seq.) or other protective statutes.
- c. **“Copyrighted Materials”** shall include the following: (1) books, journal articles, texts, glossaries, bibliographies, study guides, laboratory manuals, syllabi, tests, and proposals; (2) lectures, musical or dramatic compositions, unpublished scripts; (3) films, filmstrips, charts, transparencies, and other visual aids; (4) video and audio tapes or cassettes; (5) live video and audio broadcasts; (6) programmed instructional materials; (7) mask works; (8) research notes, research data reports, and research notebooks; (8) digital media such as digital copies of files, blu rays, and DVDs; and (9) other materials or works other than software which qualify for protection under the copyright laws of the United States (see 17 U.S.C. 102 et seq.) or other protective statutes whether or not registered thereunder. Examples of such materials include the AMTA Case, the Tabulation Manual, the Ballot, the AMTA Rulebook, any other publication authored or commissioned by AMTA, and recorded performances of the AMTA case such as videos, sound recordings, or digital media.
- d. **“Software”** shall include one or more computer programs existing in any form, or any associated operational procedures, manuals or other documentation, whether or not protectable or protected by patent or copyright. The term “computer program” shall mean a set of instructions, statements, or related data that, in actual or modified form, is capable of causing a computer or computer system to perform specified functions.
- e. **“Trademarks”** shall include all trademarks, service marks, trade names, seals, symbols, designs, slogans, or logotypes used, developed by or associated with AMTA. (see 17 U.S.C. 1127.)

in full. Failure to disclose an Invitational Tournament or other license-requiring event as part of school registration shall subject the school to any sanction permitted under the AMTA Rulebook and this policy.

- 2.3 Licenses for Invitational Tournaments:** An organization may host an Invitational Tournament only after acquiring a license to host an Invitational Tournament, which is separate from the license granted through school registration. The terms of a license to host an Invitational Tournament shall require the host to pay any Invitational Tournament licensing fee as set by the Board of Directors (or apply for and receive a waiver thereof) and cooperate with AMTA in responding to any reasonable information requests. All revenue received pursuant to this rule shall be allocated to increase funding for regional tournament and opening round championship tournament hosts. Consistent with Chapter 5 of its Rules, AMTA shall not officially sanction any Invitational Tournament.
- 2.4 Licenses for Other Purposes:** An Organization wishing to use AMTA Intellectual Property for reasons other than those permitted under Sections 2.2 or 2.3 must purchase a license to do so. Absent an agreement to the contrary, each license shall last for one year from the date of purchase. AMTA shall maintain a fee schedule showing current pricing guidelines on its website, but pricing may be negotiated on an individual basis.
- 2.45** Each entity or person hosting an invitational tournament, as defined by Section 1.2(f) of the Intellectual Property and Licensing Policy, shall remit to AMTA a license fee equal to \$6.00 per team per round. The amount due shall convert to a fine for purposes of Rules 2.5(4) and 2.8(c) if it is not remitted by July 1 following the tournament. An entity or person failing to accurately report registration fees collected for an invitational tournament shall be subject to the sanctions set forth in section 2.5 of the AMTA Intellectual Property and Licensing Policy.
- 2.5 Violations of Licensing Policy:** Any violation of this policy, including hosting an Invitational Tournament without obtaining and paying for a license or publicly disseminating materials that AMTA has taken steps to protect from public view, is sanctionable under Rule 9.5 and, where appropriate, legal action may be pursued to enforce AMTA's Intellectual Property rights. Violations of AMTA's Intellectual Property rights shall constitute imminent, irreparable harm to AMTA that cannot be adequately compensated by money damages or any other remedy at law. AMTA shall be entitled to injunctive relief against any such violation, including a preliminary injunction and temporary restraining order, without the necessity of posting a bond.
- 3.1 Use of AMTA Name, Logo:** No individual or entity shall use the AMTA logo or otherwise represent that it is endorsed by AMTA (either explicitly or implicitly) without the express written permission of AMTA. Notwithstanding the foregoing, any school who has paid

school registration may state that it is an AMTA member, and any AMTA-Sanctioned tournament may state that it is an AMTA tournament. In no event shall any individual or entity use the AMTA name or logo for commercial purposes without AMTA's consent.

- 3.2 Endorsement by AMTA:** No individual or entity shall state that it has been endorsed by AMTA without AMTA's express written permission. Unless explicitly stated therein, any license obtained from AMTA does not include the right to claim that AMTA has endorsed an individual, entity, or any of its practices.