

## **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study guides, laboratory manuals, syllabi, tests, and proposals; (2) lectures, musical or dramatic compositions, unpublished scripts; (3) films, filmstrips, charts, transparencies, and other visual aids; (4) video and audio tapes or cassettes; (5) live video and audio broadcasts; (6)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.)

- f. **“Invitational Tournaments”** shall have the same meaning as provided in the AMTA Rulebook.
- 1.3 Responsibility:** The administration of the principles set forth in this document is the responsibility of the Rules Committee of AMTA or any other individual or committee the President designates to administer or enforce this policy or any portion thereof.
- 1.4 Ownership:** Ownership of Intellectual Property developed by or for AMTA, including through its Directors and Committees, shall be vested exclusively in AMTA, which shall have the right to license such Intellectual Property on appropriate terms for the benefit of AMTA. Any individual or organization that contributes to Intellectual Property developed by or for AMTA agrees to transfer, assign and convey any and all rights in such contributions exclusively to AMTA.
- 1.4.1 Case Materials:** As appropriate, AMTA will take steps to ensure that the rights to all case materials used in AMTA-sanctioned competitions (and, as appropriate, derivative works) are vested exclusively in AMTA and such Intellectual Property rights are appropriately and vigorously enforced to the extent appropriate. Notwithstanding the foregoing, AMTA may, under appropriate circumstances, solicit or use case materials for AMTA-sanctioned events to which AMTA does not own exclusive Intellectual Property rights.
- 1.4.2 Other Intellectual Property:** AMTA shall also take reasonable steps to ensure that all other AMTA Intellectual Property is appropriately protected.
- 2.1 Licensing:** AMTA Intellectual Property may not be used without securing an appropriate license from AMTA.
- 2.2 License to Member Schools:** By remitting payment for school registration, the school purchases a license to use the current AMTA Case and other Intellectual Property designed for use therewith only for “educational purposes” as defined in Rule 2.12 and to compete in AMTA-sanctioned tournaments. School registration does not license schools to host Invitational Tournaments. By remitting payment for school registration, schools competing in the round are granted a license to record the round for historical and archival purposes only, but may not use such recording for commercial purposes or distribute copies of the performance to any school not competing in the round without first receiving an appropriate license and otherwise complying with Rule 4.28.
- 2.25 Obligation of Member Schools to Disclose Invitational Tournaments and other events requiring a license.** As part of each season's school registration process, a school must specifically state whether, during the previous year, it either hosted an Invitational Tournament (as defined by Section 1.2(f)) or made any other use of AMTA's intellectual property that would require a license under Section 2.4. No school shall be permitted to complete the school registration process until all fees (and applicable fines) have been paid 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.

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**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.