



ADM-103: Intellectual Property – September 25, 2008

The purpose of this policy is to specify and protect the interests of INCOSE in its intellectual property rights, and to describe the means by which INCOSE has addressed protection of its rights and recognition of the intellectual property rights of others. It is the policy of INCOSE that intellectual property of INCOSE must be:

- (a) Effectively managed and controlled;
- (b) Protected by seeking statutory protection, and by enforcing common-law rights as appropriate; and
- (c) Properly identified by requiring INCOSE employees, contractors, members, agents or consultants to execute appropriate agreements.

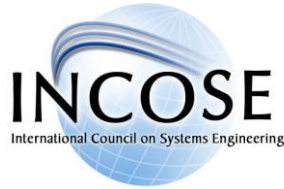
It is the policy of INCOSE that intellectual property rights of third parties be respected and not infringed by INCOSE employees, contractors, members, agents or consultants.

For the purposes of this policy, the term “Intellectual Property” includes technical, scientific or engineering information, which can compromise 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.

It is the intent and purpose of INCOSE to use member participation to develop products that relate to all facets of systems engineering as prescribed in policy TEC-100. INCOSE retains intellectual property rights to such products in perpetuity.

Participants in product development shall execute any and all documents deemed necessary or appropriate by INCOSE to transfer and effectuate ownership of all such rights in INCOSE Intellectual Property held 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 a designee, 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 designee will be a primary participant, when deemed appropriate, in any negotiation or discussions relating thereto. It is the responsibility of the Technical Director to establish procedures and standards for preparation and use of appropriate documents for the purpose of obtaining authorization to transfer intellectual property rights to INCOSE.



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

- (a) Universal agreement executed by the intellectual property rights holder that authorizes product team members to incorporate material into INCOSE products or services;
- (b) 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
- (c) Specific publication clearance for a specific item, obtained according to the normal publications clearance process to which a contributor is subject.

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.

The INCOSE legal counsel shall provide guidance as required 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.

SUPERSEDES: January 30, 2008

APPROVED BY: INCOSE Board of Directors, Yokohama, Japan; 25 Sept 2008

MAINTAINED BY: Secretary