

ISA EVENTS POLICY

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1.0 INTRODUCTION

ISA's mission is to advance measurement and control technology and the competence and careers of practitioners worldwide for the benefit of industry and humanity. Events and publications are the main ISA activities through which technology is disseminated. Events, which include symposia, conferences, and exhibits, provide forums for technology exchange, professional networking, training, vendor-user interaction, products, and services available in measurement and control for industry.

The ISA is committed to producing quality products for its members, at reasonable cost, while maintaining financial stability within the organization and providing for continued growth of programs and services. Financial stability is a multifaceted term that has components involving income, expenses, and liability issues, as well as protecting the tax-exempt, not for profit status of ISA. When the issues involving technology dissemination and financial stability are combined, one of the most important functions is planning and conducting quality Events. To assure that ISA maintains its quality, standards and reputation, ISA's Executive Board has adopted this policy governing the planning, conduct, and evaluation of any event where the ISA name and logo are used or where ISA is otherwise associated, either directly or indirectly.

All ISA society-unit (i.e., districts, regions, divisions) events, funds, contracts, and commitments are ultimately the responsibility of ISA, both legally and financially. As such, ISA must maintain reasonable control over the affairs that affect all of its members and the reputation of ISA. In addition, ISA provides many non-revenue-generating services to its members. Revenue from ISA and Society-sponsored events (ISA lends its name or logo to an activity jointly developed with another organization), plus revenue from exhibitions, provides over one-third of the revenue required to fund the ISA worldwide operations.

To minimize increases in dues while improving member benefits, ISA must maintain an events policy that is fair, clear, and easy to administer, that will generate the revenue required to help fund the worldwide operations of ISA, and that will enhance and expand the value of ISA to the global measurement and control community.

1.1 Use of ISA Name and logo

It is expected that substantial value and credibility are added to any event whenever the ISA name and logo is used. The value and credibility of the ISA name and logo has developed as a result of the unselfish efforts of thousands of volunteers over the past decades. As such, the Executive Board has adopted this "Events Policy" to be certain that all ISA events are conducted to the standards set forth in this policy. The ISA name and logo also has a financial worth and carries certain liability constraints. No member, section, district, region, or division is authorized to use the ISA name and logo without following these guidelines and the policies shown in Section **6.0 INTELLECTUAL PROPERTY**.

1.2 Purposes of Events

The members of ISA have multiple purposes and expectations when they are planning ISA-sponsored events. Some of these purposes are to:

- exchange technology;
- promote volunteerism;
- generate income for ISA's worldwide operations;
- expand ISA's global influence;
- offer networking opportunities;
- market industry products and services; and
- increase ISA membership.

Volunteers must determine the purposes of each event and plan the event to fulfill the stated purposes.

1.3 Objectives of ISA’s “Events Policy”

The ISA “Events Policy” has been adopted by ISA's Executive Board to ensure that all ISA-sponsored events are conducted:

- with the highest possible level of quality and professionalism;
- to protect ISA's name and logo;
- to protect ISA's intellectual properties;
- with well-defined technical and financial goals;
- in a manner that minimizes ISA liability;
- in a manner that protects the status of ISA as a tax exempt, not-for-profit organization;
- to maximize the impact of ISA resources; and
- in an orderly, consistent manner throughout the global technical community so that conflicts with other events and programs can be minimized .

1.4 Underlying Principles to the Policy

The following principles form the foundation for the “Events Policy” and procedures:

- any event where the ISA name and logo is used must be conducted in a manner that is consistent with the “Events Policy;”
- any event where the ISA intellectual property is used must be conducted in a manner that is consistent with the “Events Policy;”
- ISA must avoid scheduling conflicts among events it sponsors;
- contractual, legal, and copyright policies must be considered in planning all events; and
- ISA is ultimately liable, both legally and financially, for all ISA operations.

1.5 Procedures, Training, and Evaluation

For continuous improvement, it is important that the volunteers and the attendees of each event evaluate the ISA event. Evaluation data shall be stored in a database that can be used to inform the Executive Board and volunteers of the success or failures of past events. By thoroughly evaluating all events, future events can be improved to provide increased value to ISA members.

1.6 Volunteerism

A hallmark of a professional, technical society is the efforts of members volunteering their services as authors, committee members, etc. ISA thrives on volunteerism. All activities at the section, district, region or division level are successful only with the volunteer efforts of ISA members. Thus, any Society-unit hosting an ISA event must apply the concept of volunteerism to assure financial success of the event.

It is recognized, however, that certain tasks are best handled by professional event planners. Thus, for certain tasks, the volunteers on the organizing committees will work with ISA staff, or local contractors under the direction of ISA staff, to accomplish those tasks in the most efficient and effective manner.

2.0 DEFINITIONS

To be certain all parties understand the terms used in this policy, we have included the following definitions.

2.1 ISA Event

An ISA Event is any meeting, conference, or exhibition conducted under or utilizing the ISA name and/or logo.

2.1.1 ISA Society-wide Event

An ISA Society-wide event is one that is planned, organized, managed and implemented primarily by the ISA staff, in cooperation with involved members. A Society-wide event will be promoted by ISA to industry professionals outside the geographic boundaries of a given section.

2.1.2 ISA Society-unit Event

A Society-unit Event is one where an ISA district, region or section is designated by the ISA Executive Board to plan and manage an event under the ISA Executive Board approved “Events Policy.”

2.2 Section Event

A Section Event is one that is held on a monthly or periodic basis primarily for the benefit of the ISA members who reside in the section.

2.3 Joint Event

A Joint Event is an event where ISA is joined by one or more organizations for the purpose of conducting an event. The ISA Executive Board authorizes Staff to enter into Joint Event agreements as long as the event:

- advances measurement and control technology or the image of the Society;
- does not jeopardize ISA's not-for-profit status;
- offers no direct or implied endorsements to commercial organizations or products;
- places no financial burden on ISA, unless previously submitted to the Executive Board or included in the regular budgeting processes.

2.4 Not-for-Profit Organization

A Not-for-Profit Organization is an organization (such as ISA) that operates, for example, under provisions of Section 501(c)(3) or 501(c)(6) of the U. S. Internal Revenue Service Code or equivalent organization in other countries where ISA has operations. This includes U.S. government agencies. ISA also operates under similar not-for-profit provisions of tax laws in other countries whenever applicable.

2.5 Exhibition

An Exhibition is an area in an event dedicated to vendor products and services that are related to measurement and control. On advice from the C&E Global Oversight Board, the ISA Executive Board sets policies regarding ISA Exhibitions.

2.6 Volunteers

Volunteers are ISA members involved in planning, conducting, and evaluating any event where the ISA name and/or logo is used.

2.7 Symposia

A symposium is a subset of ISA Events (usually a Society-unit Event), ISA Section Events, or Joint Events. Symposia are small (under 500 attendees) single-discipline technology exchanges.

2.8 Meeting

Meetings are a subset of ISA Events, ISA Section Events, or Joint Events. Typically, they are small (under 1,000 attendees) multi-discipline technical or administrative forum.

2.9 Conference

A conference is a subset of ISA Events, ISA Section Events, or Joint Events. They are medium-sized (between 1,000 and 3,000 conferees) technology exchanges without product displays.

2.10 Conference and Exhibit

A subset of ISA Events, ISA Section Events, or Joint Events, a Conference and Exhibit is a medium-to-large conference with a product-based exhibition (over 2,000 attendees and 100 exhibiting companies).

2.11 ISA TECH Conference

A subset of ISA Events or Joint Events (not Section Event-scope is too large), they use the ISA TECH technology exchange model with plenary and technical sessions within major industry issue themes (over 3,000 conferees).

2.12 ISA TECH Event

A subset of ISA Events or Joint Events (not Section Event-scope is too large), they have a high quality theme-based technology exchange including technology centers with displays and solution-focused technology center theater presentations.

2.13 ISA EXPO Event

A subset of ISA Events or Joint Events (not Section Event-scope is too large), they are similar to 2.10 except the conference portion will be thematic and the exhibition will be in excess of 20,000 net square feet.

2.1.4 ISA Sponsor, Co-sponsor, or Partner Event

Events in which Society, including Society-unit, agrees to cooperate with another organization to conduct or endorse an event activity which uses ISA resources, ISA's name and/or logo, or ISA's endorsement in any way. The ISA Executive Board authorizes Staff to enter into sponsorship, co-sponsorship or partnership agreements as long as the event:

- advances measurement and control technology or the image of the Society;
- does not jeopardize ISA's not-for-profit status;
- offers no direct or implied endorsements to commercial organizations or products;
- places no financial burden on ISA, unless previously submitted to the Executive Board or included in the regular budgeting processes.

3.0 ADMINISTRATION OF EVENTS

One objective of the ISA "Events Policy" is to provide a framework for administering events in an orderly, consistent manner throughout ISA's global organization. All policies and procedures are under the review and control of ISA's Executive Board.

Section 1.0 of this "Events Policy" applies to all ISA Events as defined in Section 2.0. However, Sections 3.0, 4.0, and 5.0 of this policy were written to allow for consistent administration of ISA Society-wide Events, Society-unit Events, Joint Events and Exhibitions. **The details in Sections 3 and 4 of this policy do not apply to Section Events.**

The ISA Executive Board delegates some of its review and control responsibilities to individual members or staff. When planning or conducting an event, any deviation that may be considered inconsistent or contrary to the policies or procedures must be approved by the Executive Board, the C&E Global Oversight Board, or ISA staff, depending upon the specific issue(s).

3.1 ISA Events

3.1.1 Based on guidelines and concepts approved by the C&E Global Oversight Board, ISA Staff will select, plan, and conduct all ISA Society-wide Events. Any Society-wide Event concept which deviates significantly from the intent of the policies, procedures or guidelines approved by the C&E Global Oversight board must be submitted to the C&E Global Oversight Board for approval. The C&E Global Oversight Board will respond within 30 days of their next meeting after receipt of the application.

The C&E Global Oversight Board authorizes ISA Staff to pursue events that in the judgement of the Staff:

- advances measurement and control technology or the image of the Society;
- does not jeopardize ISA's not-for-profit status;
- offers no direct or implied endorsements to commercial organizations or products;
- places no financial burden on ISA, unless previously submitted to the Executive Board or included in the regular budgeting processes.

New concepts and status reports on planned Society-wide Events will be submitted to the C&E Global Oversight Board prior to each of their meetings.

3.1.2 An ISA Society-unit Event should first be approved by the District Vice President or appropriate Department Vice President then sent to the C&E Global Oversight Board. An Event Request Form or Proposal must be submitted to the appropriate VP at least 18 months before the proposed event. The Vice President must respond within 30 days, and if that response is favorable, the Form or Proposal will be addressed at the next C&E Global Oversight Board meeting. The Event Request Form or Proposal must contain all

details concerning the planned conduct of the event as specified on the current version of the form. Any deviations from the plan first approved by the Board must be submitted and approved prior to the event.

- 3.1.3 To maintain quality at all ISA Events, the following items are managed by the ISA staff:
- printing and distribution of the call for papers;
 - coordination of the technical conference development;
 - printing and distribution of the preliminary technical program;
 - proceedings production, including author kits, session chairperson instructions, reproduction of all papers (print, CD-ROM, etc.), and delivery to the event;
 - printing and distribution of the final technical program; and
 - exhibition space sales.
- 3.1.4 To maintain quality at all ISA Society-unit Events, the following items generally should be managed by the ISA staff; however, they may provide that some or all of the following tasks can be handled by contracted event planners or volunteers when desirable:
- on-site registration;
 - planning;
 - on-site conference management;
 - on-site exhibition management;
 - support of technical session operations
 - publicity; and
 - advance registration.

If non-ISA contractors are to be used for any or all of the tasks in 3.1.4, the volunteers may recommend who to hire, but these contractors must be approved by ISA staff, and all contracts between the contractors and ISA must be approved and signed by the ISA Executive Director or his designee. All fees and invoices paid to outside planners must be approved by the ISA staff.

- 3.1.5 Technical papers must be supported by manuscripts submitted by the authors. The papers will be copyrighted to and reproduced by ISA in accordance with the ISA MOP and under the direction of the ISA staff.
- 3.1.6 Committees of ISA members will be organized to assist in matters such as soliciting papers, reviewing abstracts, serving as session chairpersons, planning social activities, planning short courses, and evaluating the success of the event.
- 3.1.7 For ISA Society-unit Events, the volunteers should consult with the ISA staff to determine the level of staff support desired over and above the mandatory requirements as listed in Sections 3.1.3 and 3.1.4 of this policy. The level of support should be evaluated prior to submitting the Event Request Form. To maintain the quality and continuity expected by ISA, volunteers are encouraged to consult ISA staff as much as feasible for planning, management, and execution of the event.

3.2 Joint Event

The following policy applies to any ISA Joint Event, regardless of whether it is a Society-wide Event or a Society-unit Event. Special care must be taken to be certain that Joint Event topics, agendas, and/or partner organizations do not jeopardize the ISA not-for-profit status and are in compliance with ISA policy.

- 3.2.1 Based on guidelines and concepts approved by the C&E Global Oversight Board and authorized by ISA's Executive Board, ISA Staff will negotiate and enter agreements to participate in Society-wide Joint Events, Sponsorships, Co-sponsorships, or Partnerships. Any such event which deviates significantly from the intent of the policies, procedures or guidelines approved by the C&E Global Oversight Board.
- 3.2.2 Any Society-unit Joint Event. Sponsorship, Co-sponsorship, or Partnership must be approved by the C&E Global Oversight Board. A decision must be provided within 30 days of the C&E Global Oversight Board meeting at which this joint event is reviewed, unless any of the event is a commercial organization, in

which case 60 days are allowed for review and approval. All ISA Society-unit requests to be a sponsor, co-sponsor, or partner with another organization must first be approved by ISA Staff and authorized by the ISA Executive Board.

3.2.3 ISA will support Joint Events for the primary purpose of technology dissemination.

3.2.4 Except for special provisions made in certain Joint Events, as approved by the Executive Board, ISA will maintain the copyright on all technical papers programmed by ISA.

3.2.5 When feasible, the ISA staff should plan, organize, conduct, and supervise the execution of Joint Events.

4.0 ADMINISTRATION OF EXHIBITIONS

An Exhibition is often held in conjunction with ISA Events. The primary purpose of the Exhibition is to exchange technical information on products and services related to measurement and control. In the ISA model, the program (sessions) and Exhibition are mutually complementary and are planned to further ISA's mission. The policy regarding management of exhibitions considers that:

- costs to exhibitors can be substantial;
- too many exhibitions can be detrimental to exhibiting companies;
- the ISA database of exhibitors is a valuable asset that requires protection, especially when conducting Joint Events; and
- the database of exhibitors contains confidential information.

The following policy applies to exhibitions at Joint Events:

- When feasible, all exhibitions at any ISA joint Event should be administered by ISA staff;
- If the ISA Staff determines it is not feasible for staff to administer the exhibition, then the ISA host district, region, or section may organize and operate the exhibition using volunteer ISA members or contracted consultants under the advice of ISA staff;
- Exhibition income and expenses must be identifiable line items in the event budget; and
- Due to the proprietary nature of the ISA data, any use of names/companies in the ISA database for purposes of mailing materials to potential exhibiting companies must be handled by ISA staff.

5.0 FINANCIAL POLICY

Certain ISA Events and Exhibitions are conducted to both disseminate technology and to generate revenue for ISA. Other events may not have revenue generation as a goal. The event organizers and planners set the goals for each event. The following policy applies to the financial distribution of revenue from events and exhibits. Revenues and expenses for all ISA Events are the responsibility of the ISA Executive Board. The Board may delegate administration of revenues and expenses to ISA staff or to a host section, districts, regions, or divisions.

5.1 For an ISA Society-unit Event:

ISA will receive a fee from the revenue generated by both the Event and the Exhibition to recover costs incurred by ISA and in recognition that the ISA name has value. The fee shall not be set so high as to discourage Section, Region, or Division initiatives in conducting Events. Such fees shall be applicable to all events including those sponsored or conducted by a Section(s) if a commercial exhibit management firm, which competes with ISA, is utilized. Section events classified as "table-top shows," when no exhibition management firm is used, are exempt from the fee obligation.

These events are an important mechanism for enabling ISA to meet its basic mission of collecting and disseminating technology. The Division, District, Region or Section sponsoring the event will pay for all direct costs incurred, including those for printing and mailing event materials and proceedings, as well as ISA costs associated with planning, organizing, and conducting the Society-unit Event.

6.0 ISA INTELLECTUAL PROPERTY POLICY (Adopted by ISA’s Executive Board 2/98)

ISA’s Sections, Regions, or Districts may contract with ISA to disseminate the intellectual property of ISA through a variety of means. This intellectual property, though solely owned by ISA, is for the use and benefit of the Society at large. Such use must not conflict with ISA’s Society objectives or use by other Society units, nor may it be used to impede or conflict with the business operations of the Society. Use must be approved in advance by the ISA Executive Director or his designee. (Refer to ISA Intellectual Property Policies as described in the subsections of 6.0.)

6.1 Nature and value of intellectual property

Generally, intellectual property can be divided into five categories, each with its own set of laws and protections. ISA’s intellectual property, which also fits into these categories, represents a valuable asset that the Society, its leadership and membership must strive to protect – for the benefit of the membership.

6.1.1 Copyright: A set of five separable, independent rights under US law governing protection of the expression of ideas on recorded media. Copyright prevents others from reproducing or distributing books, standards, software, videotapes, and other documents or graphics without permission. Copyright exists the moment the expression is recorded. No special effort is required to create a copyright. Notice and registration enhanced enforcement, but are not required for copyright to exist. Copyrights are generally recognized worldwide through various treaties, although enforcement is usually based on the laws of the country where the violation occurs.

6.1.2 Trademark: The right to use an identifying mark or slogan to show the origin of a product or service or to otherwise differentiate it from similar goods or services of others. In the United States, trademarks may be asserted without registration. Registration with the United States Patent and Trademark Office aids in enforcement, but is not required. Enforcement outside the US usually depends on the laws of the country where the violation occurs. Unlike copyright, there are no universal trademark treaties.

6.1.3 Trade secrets: Property in which the process to develop the product or service is confidential. The classic examples are the recipes for Kentucky Fried Chicken and the formula for Coca-Cola. Also covers computer software code not easily revealed to others and even marketing strategies. ISA marketing strategy and customer lists are confidential with regard to third parties and could constitute trade secrets. Protecting trade secrets is less reliant on law than on maintaining security. Legal enforcement of trade secrets is available, but difficult, especially outside the United States.

6.1.4 Goodwill: Although usually considered merely an accounting term, goodwill is closely associated with trademark rights. Goodwill is the value the reputation of the organization enjoys. While trademark registration can protect the mark from infringement by third parties, goodwill is dependent upon continued marketing of quality goods and services.

6.1.5 Patents: The exclusive right to an invention for a set period of time -- normally 20 years. The invention must be original and non-obvious. Since ISA is not a research and development organization, patents are not a direct concern. However, standards activities sometimes involve patented processes or devices and patents require consideration under those circumstances.

6.2 Protection of ISA intellectual property

ISA will take these measures to protect its intellectual property:

6.2.1 Copyright

6.2.1.1 Acquisition of rights. Whenever feasible, ISA will receive assignments of all rights of copyright to all works published by ISA. If a work qualifies under the “work made for hire” doctrine under the United States Copyright Act, the assignment of copyright will convey the copyright under this

provision as well. When an assignment of copyright is not practical, ISA will receive the broadest license to publish that it can acquire. All assignments will be in writing signed by all authors and ISA. Except for certain limited use licenses implied by law (such as the right to publish letters to the editor), all licenses and permissions to republish or otherwise use works belonging to others will be in writing signed by all authors and ISA.

6.2.1.2 Notice of rights. Although notice of copyright is not essential for securing the rights of copyright, it is beneficial for enforcement. Accordingly, all works published by ISA, including books, magazines, journals, videotapes, software, and promotions shall contain a proper notice of copyright. A proper notice of copyright takes the form:

© Copyright Instrument Society of America (ISA) [Year prepared]. All rights reserved.

6.2.1.3 Registration. Registration is not required for copyright to exist but is required for enforcement. Registration consists of submitting a form with a nominal fee to the Copyright Office. All works intended for sale, especially books, proceedings, videotapes, and software, will be registered with the Copyright Office upon publication. Because of the volume produced, works such as promotions and journals will be registered only if necessary to enforce copyright.

6.2.2 Trademarks

6.2.2.1 Acquisition of rights. Before naming a new major program or service line, a trademark search will be conducted on proposed identifiers to identify potentially conflicting marks belonging to others. ISA will name program or services with minimal conflicts with trademarks belonging to others. After clearance, ISA will use the marks in interstate commerce as soon as possible.

6.2.2.2 Notice. If a mark is not registered, ISA will give notice of its claim of trademark rights to all marks by either:

- accompanying the mark with the symbol “™” next to the first or most prominent use of the mark; or
- stating within the promotion, packaging, or other use of the mark that the mark is a trademark of ISA.

ISA will give notice of a registered trademark by:

- accompanying the use with the symbol “®” next to the first or most prominent use of the mark, or
- stating within the promotion, packaging, or other use of the mark that the mark is a trademark of ISA, “Registered, U.S. Patent and Trademark Office.

6.2.2.3 Registration. As with copyright, registration is not required to secure trademark rights in the United States. Unlike copyright, where registration is a ministerial function at a nominal cost, trademark registration requires an examination of the mark and a decision by a trademark examiner at a significant cost, including application fees and attorneys’ fees. The primary benefit to registration is to prevent others from defending a claim of infringement based on ignorance; registration constitutes notice to the world. Accordingly, ISA will ordinarily register those marks associated with major or key ISA programs or services. Other marks will be evaluated on a cost-benefit basis, including the risk of infringement.

In addition to registration in the United States, key ISA trademarks will be registered in other countries where significant use of the mark is expected

6.2.3 Trade secrets

6.2.3.1 Acquisition of rights. The types of intellectual property protected as trade secrets by ISA fall primarily into marketing and promotions, including customer lists, marketing plans and strategies, and marketing research commissioned exclusively for ISA. In addition, some programs may involve

confidential information, such as the set of examination questions for the certification programs. This property is developed by ISA, so the rights are derived from ISA's efforts directly.

6.2.3.2 Notice. All property which should be kept confidential should be labeled as such.

6.2.3.3 **Registration. Registration with any outside group obviously defeats the confidentiality of the property. Instead of registration, ISA must use its best efforts to secure the property from disclosure except on a need to know basis.**

6.2.4 Patents

6.2.4.1 Acquisition. ISA does not currently own any patents and does not engage in the type of research and development that leads to patents. It is conceivable that ISA could acquire a patent as a gift by an individual or company.

6.2.4.2 Notice. If ISA acquires a patent, then any products using that patent should state that there is a patent.

6.2.4.3 Registration. Registration occurs before the patent is issued. ISA is unlikely to be involved in registration of a patent.

6.2.5 Goodwill

6.2.5.1 Acquisition of rights. In addition to securing appropriate trademark rights, the main component of goodwill is the reputation for quality programs and services represented by the ISA name and trademarks. Those rights are acquired by using ISA's best efforts at all times.

6.2.5.2 **Notice. No notice is available or required.**

6.2.5.3 Registration. There is no means of registering goodwill. Goodwill is protected and enhanced through meeting and exceeding the expectations of ISA's members and customers.

6.3 Licensing rights in intellectual property

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6.3.1 From time to time, it is beneficial to license the use of ISA's intellectual property to others. As examples, ISA may license a group to translate and distribute a book or videotape in a language other than English, ISA may license a group to use training course materials developed for ISA, or ISA may allow others to distribute ISA publications.

ISA's intellectual property is for the benefit of the organization as a whole, not different groups within ISA or any individuals. Use of ISA intellectual property by Societal units and affiliates, including the geographic units, Districts and Regions; the affiliate, Sections; and the non-geographic units, Divisions, must not conflict with use by the Society as a whole or keep other Society units from exercising the same or similar rights within the geographic area covered by that unit. All uses must either conform to existing Society guidelines or policy or be approved in advance by the Executive Board after a showing of lack of conflict of use by other Societal units.

The ISA Executive Board shall retain final authority over licensing the use of the ISA name, logo, other trademarks, copyrights, or any intellectual property. The Executive Director is delegated the authority to approve licenses that arise in the normal or ordinary course of business and are not in conflict with established policy. All requests for licenses shall be in writing directed to the Executive Director. Licenses granted will be in writing.

6.3.2 Licenses may be granted either to ISA units and affiliates – Districts, Regions, Divisions, and Sections – or entities unaffiliated with ISA. Such licensure is permitted by ISA under these policies:

6.3.2.1 ISA Units and Affiliates

- 6.3.2.1.1 As a unit or affiliate of ISA, Districts, Regions, Divisions, and Sections are granted a limited license of the right to use the ISA name, logo, acronym, slogans, and other general identifying trademarks of ISA to promote the unit or affiliate's activities without royalty as long as such use conforms to ISA policies. ISA units and affiliates may not sublicense such rights to others unless permitted by this policy or as expressly approved in advance by the Executive Board.
- 6.3.2.1.2 The use of all other Society intellectual property by an ISA unit or affiliate requires the advance approval by the Executive Board. Neither the ISA Executive Board nor the ISA Staff will unreasonably withhold from any ISA unit or affiliate the privilege to use the Society's intellectual property for its own use or to advance its mission or ISA's mission, as long as such use clearly does not conflict with established Societal objectives or use by other Societal units. Ordinarily, approval will be given only pursuant to a business plan providing for the appropriate use of the property along with payment of a royalty to ISA at the usual and customary rate for the use of the same property by unaffiliated groups.
- 6.3.2.1.3 Unless expressly authorized by the Executive Board, ISA units and affiliates based on geographic boundaries may not use ISA intellectual property outside the unit's or affiliate's geographic area except in conjunction with other units or affiliates or with the prior permission of the affected unit or affiliate.
- 6.3.2.1.4 ISA units and affiliates will not be granted rights to distribute ISA intellectual property in an area larger than the geographic area embraced by that unit except with the consent of the other units affected and payment of a reasonable share of the revenue generated to the consenting unit or affiliate.
- 6.3.2.1.5 ISA units and affiliates may not license the use of ISA intellectual property to others without the prior authorization of the ISA Executive Board. If authorized, such licenses must follow the policies required of licenses with unaffiliated entities. If authorized, only the designated representative authorized by the Executive Board may execute agreements on behalf of ISA.
- 6.3.2.1.6 ISA units and affiliates may develop and use intellectual property for their own purposes and mission within the geographic boundaries served by the unit or affiliate unless such intellectual property competes or conflicts with similar property of ISA. Intellectual property developed by an ISA unit belongs to ISA, although use will be limited to use by the unit unless the unit otherwise agrees.

6.3.2.2 Use of ISA intellectual property by members

- 6.3.2.2.1 Members may state that they are members of ISA, but may not use the logo or trademarks of ISA on business cards, stationery, or promotions of the member's business. An individual who is the sole owner of a company may not express or imply that the company is an "ISA Member."

6.3.2.3 Unaffiliated parties

- 6.3.2.3.1 Licenses for use of ISA's intellectual property will be granted to unaffiliated parties only if such use enhances or promotes the distribution of ISA's programs or services and is related to the purposes and mission of ISA.
- 6.3.2.3.2 Licenses for use of the ISA name, logo, or any other ISA intellectual property with any unaffiliated parties will be granted only by written agreements, executed by an authorized ISA representative,

reviewed by legal counsel, containing limitations on the license granted and the use of the property, and ordinarily requiring payment of a royalty.

6.3.2.3.3 Unless expressly and specifically waived by the Executive Board, ISA shall receive compensation for use of ISA's intellectual property comparable to the current market for uses of similar property of others, in the form of royalties or other appropriate compensation. Incidental use of ISA intellectual property related to a license of other ISA intellectual property, such as the right to use the ISA name and logo to promote the distribution of ISA videotapes, does not need separate or additional compensation above that charged for the primary focus of the agreement.

6.3.2.3.4 Copyright permissions, permission to others to republish minor parts of a copyrighted work, for ISA works may be granted on a royalty-free basis within the custom and practices of the publishing industry. Such permissions should be limited in scope.

6.3.2.3.5 Unless expressly and specifically authorized by the Executive Board, the only authorized ISA representative for executing licenses for use of the ISA name, logo, or other intellectual property is the Executive Director or staff designee.

6.3.2.4 References to ISA by other organizations

6.3.2.4.1 Other organizations, including corporations, limited liability companies, and other business entities, may not express or imply in any way that it is a "Member of ISA" or that it carries out its business with any kind of ISA endorsement or certification.

6.3.3 Specific Property Policies

6.3.3.1 Mailing and customer lists

6.3.3.1.1 All ISA mailing and customer lists, including the membership list, are confidential. The Executive Director may authorize the rental of general mailing and customer lists under procedures designed to safeguard ISA's rights to those lists and prevent unauthorized use of the lists by others.

6.3.3.1.2 The Executive Director may authorize the rental of all or portions of the Society membership list as long as the Executive Director or designee approves each piece mailed under the list, the rental is restricted to a one-time use, no membership numbers appear on the list, members who so request are excluded from such lists, and the safeguards designed to protect ISA's rights in the list exist.

6.3.3.1.3 ISA units and affiliates will not publish for distribution beyond the membership or rent membership lists for the respective unit or affiliate without the prior approval of the Executive Board and implementation of appropriate safeguards to protect the rights to such lists.

6.3.3.2 Books and Videotapes

ISA units and affiliates may distribute ISA publications on similar terms, including payment terms, as unaffiliated contractors. Without a compelling reason and Executive Board approval, any such distribution agreements shall be on a non-exclusive basis in the geographic area served by the ISA unit or affiliate.

6.3.3.3 Periodicals

6.3.3.3.1 ISA units and affiliates may publish newsletters of original content without review or approval of ISA, but may not republish material originally appearing in any ISA publication or periodical or use any title or trademark that is the same or similar to any title or trademark of ISA without permission of ISA.

6.3.3.3.2 ISA units and affiliates may not publish periodicals that republish, translate, or compete with ISA periodicals, including *InTech*, *Industrial Computing*, *Motion Control*, *ISA Transactions*, and the *ISA Directory of Instrumentation*, without prior approval by the ISA Executive Board, an agreement with ISA, and the payment of a royalty to ISA.

6.3.3.4 Conferences and Exhibits

6.3.3.4.1 ISA units and affiliates may conduct local conferences and exhibits without prior approval of ISA. However, ISA units and affiliates will not name the conference and exhibit by any name that is the same or similar to ISA conferences and exhibits without the prior approval by the Executive Board.

6.3.3.4.2 ISA units and affiliates will not expand conferences and exhibits to cover a Region or District unless ISA and all units within that area agree and receive a share of the proceeds.

6.3.3.5 Training

6.3.3.5.1 ISA units and affiliates may develop and conduct training courses for offering within their geographic area without the prior approval of ISA. However, ISA units may not represent such training courses as offered by ISA or use any name or designation that is the same or similar to any ISA Training Course.

6.3.3.5.2 ISA units and affiliates will not offer training courses outside of the represented geographic area without the consent of other ISA units and affiliates in the affected geographic area and payment of a share of the revenue to the other ISA units and affiliates.

6.3.3.5.3 ISA units and affiliates may contract with ISA to conduct ISA Training Courses on similar terms, including payment terms, as unaffiliated contractors. Without a compelling reason and Executive Board approval, any such distribution agreements shall be on a non-exclusive basis in the geographic area served by the ISA unit or affiliate.

6.3.3.6 Certification Programs

6.3.3.6.1 ISA units and affiliates may not offer any certification programs. ISA units and affiliates may enter into agreements with ISA to support or provide any ISA certification program within the geographic area covered by the unit or affiliate.