

Understanding the ACP Intellectual Property License Agreement

Compliance with the ACP Intellectual Property Policy is a requirement of membership. You must sign the ACP Intellectual Property License Agreement and then attest to your compliance annually when renewing your membership.

What intellectual property is covered? Intellectual property may come in any form

- documents, spreadsheets, slide presentations, databases, internet domain names, trademarks, service marks, patents, software, audio recordings, web conference recordings, and any other print, electronic or associated media. The agreement distinguishes between two classifications of intellectual property:

ACP Intellectual Property (ACP IP) is comprised of any and all property developed by ACP, its staff (paid or volunteer) or member groups acting in support of corporate goals (committees, PATS, task forces, and so on), given to ACP by its members or licensed to ACP by its members.

Shared Intellectual Property (Shared IP) is comprised of any and all property posted by an ACP member for viewing and/or use by other ACP members. Shared Intellectual Property can currently be found on ACPCoconnect.

What does the agreement authorize and prohibit? The non-exclusive license authorizes you, as a member in good standing, to:

- use ACP IP and Shared IP subject to certain limitations,
- create new works based on ACP IP and Shared IP (called derivative works),
- share ACP and Shared IP with the administrative and paraprofessional (give no independent advice to clients) staff (virtual or in-office) you directly control and supervise.

The agreement prohibits you from:

- sharing ACP or Shared IP with anyone else, including partners or professional staff who are not Active ACP members,
- using ACP or Shared IP to provide services to non-ACP financial advisors or their clients,
- granting sublicenses to ACP or Shared IP,
- assigning rights to others without written consent from ACP.

These rights and limitation may be further modified by specific Terms of Use associated with individual IPs.

What about giving IP to my clients? Check the specific terms of use for each item of Intellectual Property. In general, you may give clients hard copy or PDF versions only of ACP Intellectual Property. You may not give clients working copies of any ACP “software”.

What other responsibilities and obligations does it define? You are obligated to:

- check specific Terms of Use for individual property items and comply accordingly,
- give proper attribution when using ACP or Shared IP,
- ensure that your staff complies with the terms of the agreement.

What do I need to know about posting Shared Intellectual Property for other members to view or use?

When you post Shared Intellectual Property you:

- may post only items in which you own the intellectual property rights,
- must identify the specific Terms of Use you allow,
- grant to ACP a perpetual non-exclusive license with the right to sublicense. This means that if you terminate your membership with ACP, ACP and its members retain the right to use the Shared IP you posted. You may terminate this license by written agreement with ACP.

When does the license terminate? Your rights to ACP or Shared IP terminate immediately upon the termination of your membership. Any non-exclusive license granted to ACP for Shared Intellectual Property you have posted terminates only by separate written agreement with ACP.

How will ACP enforce this agreement? ACP will take any and all appropriate measures allowed by law to protect its intellectual property.