



AMERICAN SOCIETY FOR QUALITY, INC.

MEMBER UNIT CONTENT AGREEMENT TEMPLATES

Content integrity and delivery are critical to ASQ and the advancement of its mission. In publishing and disseminating information, ASQ must protect its brand as well as the intellectual property and privacy interests of its contributors.

To promote standardization and mitigate risk, the TCC is implementing agreement templates for basic content contributions and presentations at the division level. The following agreement templates are now available in the segment SharePoint sites as well as through your segment manager:

AGREEMENT TEMPLATES:

Image and Publicity General Release Agreement

Copyright Release and License Agreement

Speaker Consent and Release Agreement

(Compensated) Speaker Consent and Release Agreement

Descriptions and FAQs for each template are below. Note that ASQ and its member units are collectively part of a single corporate entity, and therefore ASQ, as opposed to a specific division title, is the proper party to ensure full rights and protections to contributors through these agreements. The agreement templates have been benchmarked and vetted by TCC leadership and expert review, and language should not be altered unless an acknowledged exception applies. Executed agreements should be maintained within division SharePoint sites consistent with the ASQ Record Retention policy.

As with all things, the agreement templates are subject to continuous improvement—make certain to use the most current version stored in the segment SharePoint sites. Your segment manager is available to answer questions and assist with the agreement templates and general records management for your division.



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Template Descriptions and Frequently Asked Questions:

TEMPLATE:	IMAGE AND PUBLICITY GENERAL RELEASE AGREEMENT
Description:	<p>The Image and Publicity General Release Agreement provides ASQ with the right to photograph or record an individual during an ASQ activity or event as well as to capture and use related information, such as the individual's name, image, performance, biographical information, and voice. The photograph and/or recording and all related information are collectively referred to in the agreement as the "Recording." The agreement permits ASQ to reproduce and distribute the Recording to support and advance the mission of ASQ, generally in the form of marketing, promotional, or educational materials.</p>
Use Examples:	<ul style="list-style-type: none">■ A photograph or video recording of a member that will be used in a division newsletter, email communication, or on myASQ.■ The audio recording of a panel discussion among a council or committee that will be rebroadcasted to members.
NOT to be used for:	<ul style="list-style-type: none">■ A presentation or webinar with educational content owned by an individual or entity.■ An article, handbook, primer, or case study created by a member and submitted for publication or distribution.
Questions:	<p><i>Why is a grant and release needed for a division to capture a recording?</i></p> <p>All persons have a legal right to privacy of their likeness, image, and personal information. ASQ must obtain permission to capture a recording of a participant before it can be used to promote the Society.</p> <p><i>The language granting "a perpetual, worldwide unlimited right to reproduce" the Recording sounds excessive. What does it mean?</i></p> <p>This is standard legal language, and it is necessary to allow divisions to reuse a Recording in different media or platforms and without geographic restrictions. For example, an electronic photograph of a member leader could be reproduced in a printed brochure for a local conference as well as on myASQ to be viewed by members globally.</p> <p><i>Why does the agreement convey "final editorial authority" of the Recording to ASQ?</i></p> <p>It enables a division to format and modify the Recording for use in different media or platforms or in combination with other recordings, such shortening the length of a recorded panel discussion or the creation of a photo collage.</p> <p><i>Why does the agreement designate ownership and complete copyright of the Recording to ASQ?</i></p> <p>The designation allows ASQ the exclusive right to publish or otherwise distribute a Recording to promote the Society and to claim infringement against another person or entity for unauthorized or improper use. In general, copyright is automatically established at the point of creation for a photograph or audio recording.</p>



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What about GDPR compliance?

You're covered. The last paragraph of the agreement contains GDPR notice language to protect the personal data interests of a participant. The legal definition of personal data under the GDPR is very broad and includes any information that can be used to directly or indirectly identify an individual, including photographs and visual and audio recordings. Please note that division and segment SharePoint sites are secure platforms for GDPR purposes. The entire Society has a responsibility to store all personal data on a secure ASQ platform.

TEMPLATE:

COPYRIGHT RELEASE AND LICENSE AGREEMENT

Description:

The Copyright Release and License Agreement grants a royalty-free license to ASQ to distribute, reproduce, or publish a content contribution owned by another individual. The terms allow ASQ to use the contribution in conjunction with other content or images, such as a compilation of articles or with a photo insert. Attribution is always given to the owner, who retains "all rights, titles and copyright interests" in the work. The grant is non-exclusive, which means the contributor can distribute or publish the contribution to other groups or platforms without limitation. GDPR language also is included in the agreement.

Use Examples:

- A member article, primer, or case study published in a division newsletter, myASQ, or a book of knowledge.

NOT to be used for:

- Live or rebroadcasted presentations or webinars.
- QP and ASQ handbook submissions or any other content involving a copyright transfer to ASQ.

Note:

The Copyright Release and License Agreement does NOT involve a copyright transfer to ASQ. Copyright transfers, however, are standard for articles submitted for inclusion in Quality Press, ASQ handbooks, and other major publications meant for commercialization or the creation of derivative works by the Society.

Questions:

Can the licensing grant within the agreement be limited to a specific use or publication by a division?

Yes, the language "for inclusion in ASQ publications, communications, and other distribution or educational efforts" can be revised to designate a specific use or publication, such as a division newsletter for a certain month. The limitation, however, would then require the division to obtain a new licensing agreement any and every time the contribution is used in another media, publication, or platform. For example, a license to use a contribution for a newsletter only would prohibit the division from using it within a book of knowledge without a separate agreement.



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What is the justification for including language that permits the contribution to be available in “any format, media or form, whether now known or later invented”?

This allows a division to distribute a contribution in multiple channels without additional permission. It also recognizes that future technology will likely result in the development of new content platforms unknown at the time of a license. It does not mean ASQ can change your content without permission.

Does ASQ have the right to own, sell or take credit for a content contribution under this agreement?

Absolutely not. The agreement specifically states that the owner retains full rights to the material contribution and will receive attribution. Neither ASQ nor the division can sell or sub-license the contribution.

Why does the agreement ask the owner to certify that he or she has the right to grant this license and that it does not violate or infringe any third-party rights or applicable laws?

Consistent with ASQ’s Code of Ethics, the Society must respect the content ownership rights of others, and only an author has direct knowledge and visibility to the authenticity of a work. To protect the ASQ brand and limit liability for infringement and plagiarism, the Society must only publish content that is acknowledged to be original and contain proper permissions. This is a standard provision for membership association licensing agreements, and similar language has long been used in ASQ agreements with members for QP and handbook publications.

Why does the agreement make a contributor “indemnify and hold harmless ASQ from any and all damage costs resulting from any third-party claim of infringement”? Is this normal?

In the unlikely event a contributor plagiarizes the submitted content or fails to gain copyright permission of content owned by another person, this language protects ASQ from being liable for those wrongful acts. This is a standard provision for membership association licensing agreements, and similar language has long been used in ASQ agreements with members for QP and handbook publications.

I’m worried that ASQ will “change” my work after I submit it, thereby preventing me from acknowledging that the contribution does not infringe on another person’s copyright and making me responsible for indemnification.

Rest easy. Nothing in the agreement permits ASQ to modify the content of the work. Modification or derivative creations are typically reserved for copyright transfer agreements. In the unlikely event that a division materially alters the work of an owner to infringe on the rights of a third party, then the owner would not be liable under the agreement. The certification language only applies to the content as specifically submitted and licensed to ASQ.



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TEMPLATE: SPEAKER CONSENT AND COPYRIGHT RELEASE AGREEMENT

Description:

The Speaker Consent and Copyright Release Agreement provides ASQ with the non-exclusive, royalty-free right to record or otherwise capture a presentation in any format or medium and produce the presentation recording and any accompanying materials (such as slides or handouts) for a division event. It does not transfer the ownership or intellectual property of the presentation to ASQ or restrict the speaker's ability to use the presentation for other audiences. The speaker must represent that the presentation and any materials submitted in connection with the presentation are original and do not infringe the copyright or privacy rights of others. The agreement requires compliance with ASQ's Anti-Harassment and Anti-Discrimination Policy, Code of Ethics, and any other applicable event guidelines. GDPR language is included in the agreement.

Use Examples:

- Live or rebroadcasted presentations and webinars.

NOT to be used for:

- Any presentation or webinar involving a copyright transfer to, or work-for-hire for, ASQ.
- Any presentation or webinar involving compensation or a royalty.

Questions:

The speaker does not want the presentation recorded but will allow photographs. What do we do?

No problem. Simply revise the language in subsection (1) to state the "right to photograph the Presentation during the Event" and delete the remaining recording/capture verbiage as well as subsection (3).

When is it appropriate to use the language highlighted in subsection (3)?

Subsection (3) grants ASQ a license to "make the Presentation and any written or visual materials submitted in connection with the Presentation available after the Event in any media or form now known or hereafter developed, specifically including ASQ websites, internal digital platforms, social media outlets and in educational and promotional materials." This provision is applicable when a presentation is recorded and then reproduced in another manner. For example, a conference presentation is recorded live and then reproduced for division members on myASQ. It also would apply when a webinar is recorded live and the accompanying written materials are subsequently available for dissemination on myASQ or in a body of knowledge. Subsection (3) can be customized to fit reproduction for a specific media or scope.

What if subsection (3) doesn't apply to our speaker?

Delete it.



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Why is the speaker required to represent and warrant that the presentation and supporting materials are original and do not infringe on the rights of others?

Consistent with ASQ's Code of Ethics, the Society must respect the content ownership rights of others, and only the speaker has direct knowledge and visibility to the authenticity of a presentation and supporting materials. To protect the ASQ brand and limit liability for infringement and plagiarism, the Society must only promote and produce content that is acknowledged to be original and contain proper permissions. This is a standard provision for membership association licensing agreements, and similar language is used in ASQ agreements with members for WCQI and other major conferences.

Explain the phrase "indemnify and hold ASQ harmless for any breach of the foregoing representations and warranties".

In the unlikely event a speaker plagiarizes the submitted content or fails to gain copyright permission of content or data owned by another person, this language protects ASQ from being liable for those wrongful acts. This is a standard provision for membership association speaker agreements, and similar language is used in ASQ agreements with members for WCQI and other major conferences.

TEMPLATE:

(COMPENSATED) SPEAKER CONSENT AND COPYRIGHT RELEASE AGREEMENT

Description:

The (Compensated) Speaker Consent and Copyright Release Agreement contains the same provisions as the Speaker Consent and Copyright Release Agreement, but also outlines the consideration received by the speaker, including any applicable reimbursement for expenses. The agreement requires submission of a completed W9 as well as receipts to support reimbursed expenses. The consideration and expense provisions can be customized to reflect the individual speaker agreement.

Use Examples:

- Live or rebroadcasted presentations and webinars where the speaker is compensated.

NOT to be used for:

- Any presentation or webinar involving a copyright transfer to, or work-for-hire for, ASQ.

Questions:

Why does this agreement need to be signed by both parties? The others do not.

The ASQ signature confirms the Society's agreement to compensate the Presenter for the services provided. None of the other templates involve unique obligations on the part of ASQ to another party.

Why does the agreement state that endorsements, advertising, and sales orientation need to be pre-approved by ASQ?

ASQ is a tax-exempt, nonprofit entity. To maintain this status, the Society must minimize activities that support and benefit the private interests of third parties. Presentations that incidentally mention products or services should disclaim that the views and opinions of the presenter do not reflect those of the Society.