



Third Party Product Licensing Guide and Charging Structure

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Internal

Dream it, do it.



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Document Revision History		
Version	Date	Description of Change
2.0	06/09/2024	Additions in Sections 3.1 Product Categories and 3.4 License Refusals
1.0	19/08/2024	Initial version

1 OVERVIEW

Obtaining a license to use ITIL[®] and PRINCE2[®] trademarks for your products provides several significant benefits. It enhances credibility and authority, signalling to your customers that the content is officially recognized and adheres to the high standards set by these globally respected frameworks. This can lead to increased trust and engagement from your target audience, including IT professionals and project managers who rely on ITIL and PRINCE2 for best practices.

Licensed use allows for the inclusion of official terminology and methodologies, ensuring accuracy and relevance, which is crucial for educational and training materials. This can also facilitate better alignment with industry standards, making the publications more valuable as reference tools. Moreover, the license can open opportunities for collaboration with other accredited organizations and professionals, expanding the reach and impact of the publications.

Adhering to licensing agreements helps avoid legal issues and ensures compliance with intellectual property laws, protecting the publisher from potential disputes.

1.1 Purpose of this document

The purpose of this guide is to explain how you can obtain a license that utilizes one or more of our registered trademarks. The guide will outline the application process, the review process, the contract agreement process, and fees.

PeopleCert limits the use of its material (trademarks and copyright) to persons and organizations who have received permission to use its material either by way of a Trademark and Copyright License or for non-commercial products, via other forms of written approval.

If you have any queries or questions about this process that hasn't been detailed in this document, or if you believe your product type is not covered in this document, you can contact us directly via licensing@peoplecert.org.

This guide does not constitute legal advice. Any organization or person using this guide should seek their own legal advice. Please note that laws relating to intellectual property may vary from territory to territory. PeopleCert does not accept any liability for any loss or damage arising out of reliance placed by any organization or person upon these Guidelines.

1.2 Commencement of charging structure

The new charging structure will commence from 1 July 2024 and will apply to all new license applications and any licenses that are being renewed from 1 July 2024 onwards.

2 LICENSE APPLICATION PROCESS

2.1 Overview of the Third-Party Product Licensing application process:

1	2	3	4	5	6
Application Form	Product Categorization	Product Review	Contract Agreement	Royalty Payments	License Renewal

Below we have defined the process in greater detail, clarifying the key actions and outcomes at each stage of the application process.

1	<p>Application Form</p> <ul style="list-style-type: none"> To start the licensing process the Licensee must complete the online application form. You will be asked to provide contact details, details about your product and its benefits. You must provide a secure download link to your product ready for review. Link to form: https://forms.office.com/e/q7X8kym8V1
2	<p>Product Categorization</p> <ul style="list-style-type: none"> The Licensing team will review your application and determine its category (Standard/ Special/ Academic and Free Use. If your application is accepted, a quote will be provided to you for the review of your product. The Licensing team will inform you how long this review will take. The Licensee will agree the quote before any review work is undertaken. <p><i>*Note: Royalties cannot be determined at this stage.</i></p>
3	<p>Product Review</p> <ul style="list-style-type: none"> The Licensing team will review the product or assign a Subject Matter Expert to review your product. Your product is analyzed through our intellectual property (IP) software to determine the percentage of content used. A royalty is calculated and agreed with the Licensee.
4	<p>Contract Agreement</p> <ul style="list-style-type: none"> An agreement is drafted by PeopleCert's Legal team and issued to the Licensee. All product details, fees, and royalty payments are defined in the agreement. PeopleCert and the Licensee agree the terms and sign the agreement. The Review fees and Trademark Use fees are invoiced and paid. The agreement is finalized and active for 2 years.
5	<p>Royalty Payments</p> <ul style="list-style-type: none"> Royalties are paid to PeopleCert on a quarterly basis as defined within the agreement. The Licensee submits sales reports and royalty calculations to PeopleCert. PeopleCert issue invoices and payment details for the royalties due. Payments must be cleared within 30 days of invoicing.
6	<p>License Renewals</p> <ul style="list-style-type: none"> If your License is coming to an end, you can request a renewal by completing the Renewal Application Form: https://forms.office.com/e/imCt61dD73 Once approved, a new agreement will be issued for a 2-year term The terms of the agreement will remain the same. <p><i>*Note: Renewals are only granted if no changes have been made to your product, and/or no changes have been made to the corresponding PeopleCert IP and Trademarks.</i></p>

3 PRODUCT CATEGORIES

All products or materials requiring a trademark and copyright license will be subject to an initial assessment by the Licensing Team at PeopleCert. The Licensing Team will determine whether the product or materials meet the guidelines set out in our licensing policies.

3.1 Product Categories

License Category	Definition of Category
<p>Standard Product</p> <p>Written Publications:</p> <ul style="list-style-type: none"> • Study Guides, • Revision Guides, • Books, etc. 	<p>Standard products are the most common type of products we issue licenses for, and often include written publications such as study guides, revision guides, etc.</p> <p>These are typically reviewed by the Licensing team and often do not require additional subject matter experts to review, which keeps review costs down.</p> <p>Your product is compared with our official books and other materials to ensure that it is innovative, original, and distinctly different to any of PeopleCert's official materials.</p> <p>The licensing team utilizes software to calculate royalties based on how much of PeopleCert's content has been re-used (capped at 40%).</p>
<p>Special Product</p> <p>All other Products:</p> <ul style="list-style-type: none"> • Business Simulations, • Games, • Maturity tools, etc. 	<p>The Special Products category is designed for products that are more complex and require a deeper review. These could include business simulations, games, maturity models, products in foreign languages, etc.</p> <p>Special Products often require a Subject Matter Expert to validate the product and can take longer to review.</p> <p>Fees and royalties for products in this category are assessed on a case-by-case basis.</p>
<p>Academic or Fair Use Product</p> <ul style="list-style-type: none"> • Academic Thesis, • Operational procedures, • Reports, etc. 	<p>Academic and Fair Use is a category for fee-free licenses for non-commercial products.</p> <p>PeopleCert encourages the use of its content and Intellectual Property for non-commercial uses, such as academic papers, organization's using content for their operational procedures, etc.</p> <p>Licensees must still complete the license application form to request this type of license.</p> <p>Not all requests will be issued a license. In some cases the Licensing team may issue a written correspondence (i.e. email) confirming that the use has been granted.</p> <p>It is mandatory that any such use of our intellectual property is appropriately referenced to the source materials within your product/materials.</p> <p>These products and materials cannot be sold commercially.</p>
<p>Not in Scope</p> <ul style="list-style-type: none"> • Official Training Materials • ATO Accredited Materials • Online articles 	<p>In some cases we permit the use of our registered trademarks in other ways.</p> <p>For example, ATOs who are using our trademarks to deliver their accredited training do not require any further licenses from us. Equally, accreditations gained through our Accredited Tool Vendor and Accredited Consulting Partner programmes could also permit the use of our Trademarks without requiring any further licenses.</p>

License Category	Definition of Category
<ul style="list-style-type: none"> News articles YouTube videos 	<p>Products that are non-commercial and not sold individually such as:</p> <p>Online articles, news articles, and YouTube videos are examples where a license is not always necessary, provided that the content is strictly informative and the purpose is not for training or tutorials, and that no such material is included.</p> <p>If you are unsure whether your product requires a license or not, please contact Licensing@peoplecert.org</p>

3.2 Trademark and/or Copyright use outside the listed categories

PeopleCert appreciates that the examples provided in this guidance are not exhaustive, and we encourage supporting new and innovative products created by third parties.

If you believe your product does not fit with any of the categories defined in this document, please contact us at Licensing@peoplecert.org to discuss your particular needs.

3.3 Renewals

License agreement terms are valid for 2 years. After this period, licensees of Standard products can apply for a renewal of their license. You can request a renewal for your existing license by completing this [renewal form](#).

Renewals are granted if there have been no changes to your product, and if the content your product is based on (e.g. ITIL4®) has not changed in a way that impacts the validity of your product.

Renewals may also be refused if PeopleCert launches new official products and materials that serve the same purpose as your product.

If your product has been approved for renewal, you can save on review fees and your product will be fast-tracked for a new agreement based on the same terms as originally stated for a further 2 years.

Example:

Your Product	Trademark Use Fee	Review Fee	Royalties	Term
Study Guide for ITIL4®	200 GBP	N/A	As agreed on previous agreement.	2 years

3.4 License Refusals

Licenses are not granted to products that infringe on any of our existing policies. Licenses will not be granted to the following types of products:

- Training courses that replicate our official course syllabus without offering the certificate.
- Products that replicate over 40% of our official content from PeopleCert Official Books and other materials.
- Products that are not distinctly different or innovative from PeopleCert's existing products and materials.
- Those that are critical of PeopleCert's brand, intellectual property, or registered trademarks.

This is not an exhaustive list, and PeopleCert reserve the right to refuse licenses on other grounds if it deems it appropriate.

Any products sold that reference our registered trademarks must have a valid and current license to do so.

If you believe there is a product in the market that utilizes our protected trademarks without an appropriate license, please contact our Infringements team on infringements@peoplecert.org.

4 FEES

All fees, except Royalties, are due upfront at the time the agreement has been signed by both parties.

4.1 Fees consist of:

1. Trademark Use Fees
2. Review Fees (inc. IP analysis fees)
3. Royalties (based on sales).

In this section we will explain what these fees are and demonstrate how they are applied.

4.2 Trademark use Fee

License applicants are subject to a 200 GBP trademark use fee for using PeopleCert's registered trademark(s). This fee applies to each product you license. This fee is also charged during renewals.

There is no Trademark Use Fee applied to licenses that are issued for Academic or non-commercial purposes (Free use).

PeopleCert will provide a trademarks usage guidance to all license holders that provides instructions on how to apply our trademarks and logos on to your products.

4.3 Review Fees

PeopleCert carries out review based on the product's categorization as outlined below:

Standard Product	<p>Review Fees</p> <ol style="list-style-type: none"> Standard product reviews take 2 days to complete and are charged at 150 GBP per day. Content usage is analyzed through our IP detection software and is charged at 75 GBP per product. 	<p>Duration 3-5 days</p>
Special Product	<p>Review Fees</p> <ol style="list-style-type: none"> If your product requires a Subject Matter Expert to review a quote will be provided for you before we proceed. SME rates are 150GBP per day and the number of days depends on the complexity of the product and the availability of the reviewer. In most cases special products will require IP detection for royalty calculation purposes and is set a 75 GBP per product. 	<p>Duration TBA</p>
Academic or Fair Use	<p>Review Fees</p> <ol style="list-style-type: none"> Academic and Fair Use product reviews take 2-5 days to complete and incur no charges. In some cases, content usage is analyzed through our IP detection software, however no charges are applied. 	<p>2-5 Days</p>

4.4 Below are two examples of how review fees are calculated:

<p>Standard Product ITIL4® Study Guide</p>	<p>Trademark use Fee: 200 GBP Standard Review: 300 GBP (150GBP x 2 days) IP Analysis: 75 GBP Total due: 575 GBP</p>
<p>Special Product PRINCE2® Business Simulation</p>	<p>Trademark use Fee: 200 GBP Special Review: 750 GBP (150 GBP x 5 days) IP Analysis: 75 GBP Total due: 1,025 GBP</p>
<p>Academic or Fair Use Diagrams and text used in Master's dissertation.</p>	<p>Trademark use Fee: 0 GBP Standard Review: 0 GBP IP Analysis: 0 GBP Total due: 0 GBP</p>

4.5 Royalties

Royalties apply to all commercially sold products where a product or materials re-uses, adapts or reproduces PeopleCert's copyrighted materials (including but not limited to the Official Books, Official Training Materials (OTMs), syllabi, eLearning, examination questions, logos, and other materials created by PeopleCert).

Products submitted to PeopleCert will undergo a review by a member of the Licensing team, who will assess the overall value your product is creating, the purpose it is serving, and its benefit to the consumers.

The team will analyze your product using our Intellectual Property comparison software which provides an objective overview of the percentage of content that has been used in your product. The percentage of PeopleCert's content your product uses determines the percentage of royalty that will be charged. The percentage of PeopleCert's content a licensee is permitted to use is capped at 40%.

4.6 Royalty rates:

Percentage of content used	1%-10%	11%-20%	21%-30%	30-40%	41%-50%+
Royalty Rate	5%	10%	15%	25%	N/A

4.7 Making Royalty Payments to PeopleCert

Once an agreement has been issued. Your email address will be added to our licensee mailing list and you will receive a [Royalty Submission form](#) at the end of each quarter (for example 31st March, 30th June, etc.).

You will be required to complete and submit this form within 7 days of the end of quarter providing your details and outlining your sales for royalty calculation purposes.

Once we have received your form, we will issue a corresponding invoice for you to pay within 30 days of receipt.

4.8 Annual Fixed Rate Royalty

In some rare cases an annual fixed rate royalty rate can be applied in special circumstances as PeopleCert sees fit. PeopleCert reserves the right to determine an appropriate fixed rate royalty per year for use of its core intellectual property.

4.9 Fee exemption/fair use

PeopleCert encourages the use of its materials and content for academic and non-commercial purposes. In some cases, we will issue license agreements for these instances. However, we may also permit license requesters to use our materials via email correspondence from the Licensing team.

Licensees must complete the [License Application Form](#) to request a license for using our protected trademarks and Intellectual Property, and PeopleCert retain the right to refuse any requests that do not meet our acceptance criteria.

Content used must clearly reference the Official source materials from where it was obtained within your published materials.

Non-commercial licenses cannot be issued for in-house training courses created by non-accredited organizations. All accredited training courses must lead to a corresponding exam.

5 GENERAL PRINCIPLES

No distinction is made between print and electronic media. For example, material licensed for online materials will be treated the same as a printed publication.

All fees cover non-exclusive world rights.

All fees are charged on a work product or service basis.

Fees do not cover the typographical arrangement of published editions unless PeopleCert owns the copyright in the typographical arrangement.

The fees quoted permit the use of PeopleCert's trademarks and/or logos only in the text of the material and/or product being licensed. For any additional use you must apply for another license.

PeopleCert reserves the right to charge an administration fee if an applicant requests a large number of changes to a license.

5.1 PeopleCert logo use

PeopleCert can refuse to grant a license if the licensee does not meet our licensing criteria. You can find a copy of the Marks Usage Policy on our TPPL Webpage.

PeopleCert can also refuse to issue licenses applicants who withhold information, are already in breach of an existing agreement, or do not pay the agreed licensing fee(s).

5.2 Accounting Arrangements

Payments for fixed annual fees will be specified in your license.

For royalties, we require a proof of sales which shows the number of your products/services sold, income generated and the total royalty due to us on a quarterly basis. Licensees can submit this via our Royalties Form that is sent to all licensees at the end of each quarter.

5.3 Invoicing

We will issue you with an invoice showing the sum due to us. You should ensure that the invoice is paid within 30 days from the invoice date. Details of payment methods are shown on the invoice.

5.4 VAT

All fees are VAT exclusive. VAT will be charged at the appropriate rate and will be shown on the invoice issued by us.

5.5 Payment

Payments must be in Great British Pounds Sterling or Euros. You must submit your sales reports to licensing@peoplecert.org on a quarterly basis. Failure to do so can result in your license agreement being terminated and your products being removed from the market.

For any questions or clarification on these Guidelines, please contact us at: Licensing@peoplecert.org

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E-mail: info@peoplecert.org, www.peoplecert.org

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