

The Open Group
The Digital Practitioner Body of Knowledge™ Standard, Version 1.0
Non-Commercial License Agreement

License version 1 - July 2019
© 2019 The Open Group. All Rights Reserved.

This License Agreement is for Corporate, Academic Institutions, and Individuals who use the Digital Practitioner Body of Knowledge™ Standard, Version 1.0 (also as known as the DPBoK™ Standard, Version 1.0), a standard of The Open Group, entirely for non-commercial use as Licensees defined below. BY SIGNING AND RETURNING THIS LICENSE, YOU ARE CONSENTING TO BE BOUND BY THIS AGREEMENT. IF YOU DO NOT AGREE TO ALL THE TERMS OF THIS AGREEMENT, DO NOT INSTALL THE DIGITAL PRACTITIONER BODY OF KNOWLEDGE™ STANDARD, VERSION 1.0 DOCUMENTATION, AND DESTROY ANY COPY OF IT THAT YOU MAY HAVE.

LICENSEE:

Organization or Individual: _____

Address: _____

Email: _____ Phone/Mobile _____

Please mark [X] Licensee type below:

____ **Corporate Licensee** ____ **Academic Licensee** ____ **Individual Licensee**

LICENSE

Subject to the terms of this Agreement, The Open Group grants the Licensee named above a non-exclusive license to use the methods, resources, computer-processable content, and associated documentation suite known as the Digital Practitioner Body of Knowledge™ Standard, Version 1.0 (“the Documentation”, “DPBoK”) in **perpetuity** and **free of charge**, subject to the following conditions:

1. NON-COMMERCIAL USE

The Licensee may use the Documentation for any purpose not involving commercial use of the Documentation for the development or provision of solutions and services such as products, software, tools, consultancy, training materials, and related training services for use within another organization, or any other commercial exploitation of the Documentation. In particular,

- 1.1 A Corporate Licensee may use the Documentation to develop solutions, products, software, tools, or training for its sole use within its organization.
- 1.2 An Academic Licensee may use the Documentation for academic research; inclusion, in academic teaching and/or curricula by accredited degree granting institutions for undergraduate or post graduate students; and, inclusion in academic tests, examinations, and certifications related to curricula, provided that they do not purport to be DPBoK certification. In this context, regular academic tuition fees levied by the Licensee do not constitute commercial use. However, for the avoidance of doubt, providing training to non-enrolled students (for example, to employees of third-party organizations) classifies as a commercial purpose.
- 1.3 An Individual may use the Documentation for personal professional purposes that do not constitute commercial exploitation of the Documentation.

For the avoidance of doubt, the use of the Documentation for writing books does not require a commercial license.

2. DERIVATIVE WORK:

The Licensee may use the Documentation to develop derivative works subject to the conditions listed below. For the purpose of this Agreement, "derivative work" shall mean any change to the Documentation or any new document that contains any portion of the Documentation. The following shall apply:

- 2.1 The Licensee shall retain all right, title, and interest in the changes or additions it makes to the Documentation, but nothing herein shall be deemed to transfer any right, title, or interest in the Documentation to the Licensee.
- 2.2 In any derivative work, Licensee shall always fully acknowledge the right, title, and interest of The Open Group in the original Documentation and shall not claim or imply that any derivative work of the Documentation is the official Digital Practitioner Body of Knowledge Standard, Version 1 Documentation.

3. REDISTRIBUTION OF THE DOCUMENTATION

- 3.1 The Documentation may be redistributed by the Corporate Licensee to any permanent employee, consultant employee within its organization, and by the Academic Licensee to staff and students in the pursuit of research activities and curricula, provided:
 - a. All existing copyright and trademark notices are retained in all copies of the Documentation;
 - b. In any derivative works, Digital Practitioner Body of Knowledge™ Standard, Version 1.0 is acknowledged as the source; and,
 - c. All existing copyright and trademark notices and reference to this License appear in all derived supporting documentation.

For the avoidance of doubt and purposes of this license, individual contractors who do not offer their DPBoK related services commercially shall be regarded as "permanent employees" of the Licensee Organization.

- 3.2 Redistribution of the Documentation, in part or in whole, is not permitted to anyone outside the Corporate Licensee organization, except that, the organization may reproduce parts of the Documentation in its external literature for the purpose of furthering its work (for example, in Requests for Product, or in other information communicated to potential service providers or product suppliers) provided that:
 - a. The literature does not in itself constitute a commercial product or a part of a commercial product, and
 - b. All existing copyright and trademark notices appear in all such external uses of the Documentation.
 - c. In particular, contracting companies and individuals needing to use the Documentation in order to perform work on behalf of the Licensee must obtain their own license.
- 3.3 Students and staff requiring a copy of the Documentation for use beyond the pursuit of the curricula and research activities covered by the Academic License must obtain their own individual license from The Open Group.
- 3.4 Individual Licensees are not permitted to redistribute the Documentation, in whole or in part, except that parts of the Documentation may be reproduced for the purpose of furthering DPBoK related work, provided that the resulting external use of the Documentation does not in itself constitute a commercial product or service, and all existing copyright, trademark notices and reference to this license appear in such external uses of the Documentation.

4. PROTECTION OF THE OPEN GROUP INTELLECTUAL PROPERTY RIGHTS

If the Licensee wishes to contract companies providing services or individuals other than permanent employees to undertake work on its behalf using the Documentation, the Licensee must use all reasonable efforts to ensure that such companies or individuals have a current commercial license for Digital

Practitioner Body Of Knowledge™ Standard, Version 1.0 (which they are legally required to have, in order to undertake such work). Notwithstanding the foregoing, in the event that there is a use by a non-licensed provider, then Licensee has no liability.

5. CERTIFICATION RESTRICTION

- 5.1 The Licensee may not issue any certification that purports to be DPBoK Certification unless by explicit agreement with The Open Group.
- 5.2 For the avoidance of doubt, this License grants no rights over use of The Open Group certification trademarks and no rights to imply certified product, services or training courses that grant certification.

6. TRADEMARKS

Digital Practitioner Body of Knowledge™ and DPBoK™ (“the Trademark(s)”) are trademarks of The Open Group in the United States and other countries. For the avoidance of doubt, this License grants no rights to the exploitation of the Trademarks. By way of example, exploitation of the Trademark includes, but is not limited to, using the Trademark (e.g., DPBoK) in the naming of a product or service.

Care should be exercised in using the Trademarks. Unlike rights derived from patents and copyrights, which provide protection for only a limited number of years, trademark rights can last forever; trademark rights can also be lost forever. The exclusive right granted in a trademark is usually lost as a result of careless or improper use, usually by allowing the mark to be used as a generic or descriptive word for products or services. The clauses in this section governing the use of the Trademark(s) are inserted to enable The Open Group to preserve these trademarks for the benefit of the community.

- 6.1 The Trademarks must never be superimposed on or used in association with other graphics or logos.
- 6.2 When used to refer to the name of the standard covered by this License, the Trademark(s) may be used to describe a solution, product, or service; however, the Trademarks **may not be used** to brand a solution, product, or service, or in conjunction with domain names, business names, logos and similar usage without prior permission from The Open Group through certification or accreditation.
- 6.3 The Trademark must not be used as a noun or verb, but always as an adjective; an appropriate generic term must appear after the Trademark the first time it appears and as often as it is reasonable after that, (e.g., DPBoK standard).
- 6.4 The first or most significant occurrence of the Trademark must be marked using ™ symbol and must have the required attribution as a footnote. The Trademark acknowledgement is also requested on subsequent pages if the topic is different or if pages can be separated or appear independently. It is acceptable to use an asterisk in place of the trademark symbol where the medium used cannot reproduce the ™ symbol. However, this does not authorize use of the asterisk as the norm.
- 6.5 All materials that include the Trademarks must include the correct trademark attribution, "Digital Practitioner Body of Knowledge and DPBoK are trademarks of The Open Group in the United States and other countries." The attribution may be translated to national languages. Blanket or generic attributions, such as: "All trademarks are the property of their respective owners" are not acceptable.
- 6.6 The Open Group reserves the right to change its trademarks at any time at its discretion.

7. INCLUSION IN LISTING OF LICENSEES

The Open Group reserves the right to include the Licensee organization's name in a published list of organizations that have taken out this License. If you do not wish to be included in such a list please, please place an X mark in space provided here _____.

8. DISCLAIMER OF WARRANTY

The Documentation is provided on an "AS IS" basis, without warranty of any kind.

THE OPEN GROUP DISCLAIMS ALL WARRANTIES WITH REGARD TO THE DOCUMENTATION, INCLUDING ALL IMPLIED WARRANTIES OF SUITABILITY AND FITNESS FOR ANY PARTICULAR PURPOSE. IN NO EVENT SHALL THE OPEN GROUP BE LIABLE FOR ANY SPECIAL, INDIRECT OR CONSEQUENTIAL DAMAGES OR ANY DAMAGES WHATSOEVER RESULTING FROM LOSS OF USE, DATA OR PROFITS, WHETHER IN AN ACTION OF CONTRACT, NEGLIGENCE OR OTHER TORTIOUS ACTION, ARISING OUT OF OR IN CONNECTION WITH THE USE OR PERFORMANCE OF THE DOCUMENTATION.

9. GENERAL

- 9.1 The Open Group may terminate this license if Licensee fails to comply with the terms of this Agreement. If The Open Group does so, Licensee must immediately destroy its copies of the Documentation and discontinue all use.
- 9.2 Neither Licensee nor The Open Group is responsible for failure to fulfill any obligations due to causes beyond its control.
- 9.3 This license agreement shall be governed by the laws of England and Wales and all disputes relating to this license agreement shall be submitted to the exclusive jurisdiction of the English courts.
- 9.4 This agreement takes effect on the last day signed below.

FOR AND ON BEHALF OF

FOR AND ON BEHALF OF

Licensee

THE OPEN GROUP

Signature: _____

Signature: _____

Name: _____

Name: _____

Title: _____

Title: _____

Date: _____

Date: _____

PRIMARY CONTACT FOR THE LICENSEE ORGANIZATION
(If different from Page 1)

Name: _____

Title: _____

Address: _____

Phone/Mobile: _____

Email: _____

Please complete the above information on behalf of the Licensee and submit the signed license in PDF form by email to legal@opengroup.org for countersignature. This is a fillable form and digital signatures are acceptable.