

Proprietary Use of MasterFormat™

July 31, 2009

Since its inception in 1948, the Construction Specifications Institute (CSI) has focused on improving and organizing construction documents and communication within the construction industry. CSI's primary focus has been in the area of information classification and formats. The format documents (*MasterFormat™*, *UniFormat™*, *SectionFormat™*, and *PageFormat™*) and principles outlined in *The Project Resource Manual - CSI Manual of Practice* were developed by CSI members and have become industry standards followed by the North American building industry for organizing project manuals, product data, cost estimates, and for other construction related applications. CSI is committed to the maintenance and ongoing improvement of these standards to meet the changing needs of the construction industry; license fees help to support that effort and guarantee their continuing availability and usefulness.

The criteria outlined below are for the Proprietary (commercial) Use of MasterFormat.

1) Proprietary (commercial) Use

- a) **Definition:** Proprietary (commercial) Use of *MasterFormat* is any presentation (including online and educational presentations), or sale of the numbers and titles, any derivation of the numbers and titles, or the application of the numbers and titles in a derivative product or resource that generates revenue. "Revenue" is not limited to direct financial gains, and may also include indirect gains that may accrue from such an application, such as providing a free service or application that helps to market or position an organization or individual by association. Proprietary Use does not include the use of MasterFormat for internal project communication in a commercial enterprise as described above under "Organization Internal Use/Individual Use" above, unless that use is marketed as an independent revenue-generating service or application. Use of MasterFormat by a third party to index or provide access to manufacturer product information, especially when such access is provided in return for listing or advertising fees, is a Proprietary Use. Use of MasterFormat for the purposes of organizing master guide specifications, design details, or cost information for the purposes of generating revenue through license, sale, or presentation to third parties is a Proprietary Use.
- b) **License and Application Fees:**
 - i) A one-time non-refundable application fee of \$500 payable due when the application for proprietary use is submitted.
 - ii) A negotiable annual fee, minimum \$1,100.
- c) **Term:**
 - i) A formal licensing agreement is required; the term of the agreement will be for one year, renewable upon mutual agreement between CSI and the licensee. CSI will issue a license agreement upon receipt of application and application fee. Multi-year license agreements may be negotiated upon request.
 - ii) CSI will issue a license agreement renewal and invoice for the annual license fee to the licensee before the end of an agreement's term.
- d) **Conditions of Use:** Any Proprietary (commercial) Use of *MasterFormat™*, in whole or in part, shall include the following:
 - i) The format shall always be identified as "*MasterFormat™*";
 - ii) The existing numbers and titles shall not deviate from those published or subsequently revised by CSI in *MasterFormat*. If the negotiated license agreement allows for user-added numbers and titles, then they shall be clearly identified so as to inform any user or third party that they are not official MasterFormat numbers and titles and how they differ from published numbers. A sample statement indicating how one might identify the user-added numbers & titles follows.

“The numbers & titles used within [INSERT USERS APPLICATION NAME] are taken from *MasterFormat 2004 Edition* -. User-added numbers and titles that deviate from the standard *MasterFormat* numbers and titles are indicated with the addition of an asterisk (*) at the end of the user-added title.”

iii) An acknowledgement (with active hyperlinks where possible) shall be provided as follows:



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CSI will provide the above acknowledgement and CSI logo to the user in a reproducible format.

iv) Versions of *MasterFormat* prior to *MasterFormat 2004* are no longer being supported by CSI. Licensee will direct users to the current edition of *MasterFormat* and discontinue use of prior editions of *MasterFormat* in its products by December 31, 2009.

2) **Application for Proprietary Use**

Those seeking a Proprietary Use license must submit a letter of application to CSI. The application, as well as any communications and inquiries, can be sent to CSI in the following ways:

Email: csi@csinet.org

Phone: (800) 689-2900

Fax: (703) 684-0465

Mail:

The Construction Specifications Institute
110 South Union Street, Suite 100
Alexandria, Virginia 22314-1791
Attn: Technical Publications Licensing

The following must be included in the letter of application:

- (1) Identify the product(s) and their use (book, software application, Internet product, etc.)
- (2) Identify the intended market or market area.
- (3) Identify how *MasterFormat* would be used in the product, and indicate any intended deviations from *MasterFormat* including identifying which edition of *MasterFormat* is used. If an edition earlier than the 2004 edition of *MasterFormat* is used in the product, what plans are in place to transition to the most current edition.
- (4) Submit the one-time non-refundable application fee of \$500, made payable to “CSI.”

Once CSI has received the application letter and application fee, and the application has been reviewed and meets the requirements:

- (1) CSI will prepare a draft agreement, including any proposed licensing fee, based on the information provided in the application.
- (2) Upon review and mutual acceptance of the terms of the agreement by CSI and the licensee, a final version of the agreement will be prepared by CSI for signature.