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AIA CES INFORMATION

Inspiration or Infringement?: Guide to copyright issues and gen AI

Credit: 1.0 Learning Unit (LU)

Provided By: Victor US
Provider Number: K048

Course Number: VOS807-DE

Speaker(s): Mika Dewitz-Cryan

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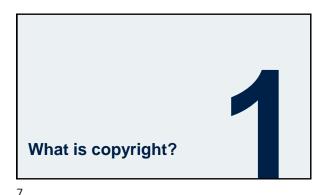
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Intellectual Property Intellectual Property A commercially valuable product of the human intellect including trademark, copyrights, publicity rights, and others (including the moral right to guarantee the integrity of a creation. Intellectual Property A commercially valuable product of the human intellect including trademark, copyrights publicity rights, and others (including the moral right to guarantee the integrity of a creation. Intellectual Property Trademarks Any word, phrase, symbol, design, or a combination of these things that identifies your goods or services. Any new and useful process, machine, manufacture, or composition of matter, or any new and useful improvement thereof. Impact Screets Information than has economic value by virtue of not being generally known, is not readily ascertainable by competitors, and is protected from disclosure through reasonable efforts.

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TRANSFERRING RIGHTS Considerations: Contract Issues: Any or all exclusive right(s) may be transferred Define the rights being transferred. Transfer of non-exclusive right(s) does not require a written agreement. Copyright is a personal property right subject ✓ Retain all rights not specifically conveyed. ✓ Preserve the right to standard details. to the various state laws and regulations that govern the ownership, inheritance, or transfer of personal property as well as the terms of Reserve the right to retain record copies. ✓ Condition transfer upon receipt of payment. contracts or conduct of business ✓ Establish protections for unauthorized use, misuse, or use without your involvement: Indemnity and hold harmless; Disclaimer of warranties, of mercl of fitness for a particular purpose Ventes

AIA I	3101-2017
their res all com distribut purpose	he Architect and the Architect's consultants shall be deemed the authors and owners of perceive instruments of Service including the Drawings and Specifications and shall result mon law, statutory and other reserved rights, including copyrights. Submission or on of Instruments of Service to meet official regulatory requirements or for similar in connection with the Project is not to be construed as publication in derogation of the rights of the Christian of the Architect's consultants publication in derogation of the rights of the Architect's domination.

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NON-EXCLUSIVE LICENSE

AIA B101-2017

§ 7.3 The Architect grants to the Owner a nonexclusive license to use the Architect's Instruments of Service solely and exclusively for purposes of constructing, using, maintaining, altering and adding to the Project, provided that the Owner substantially performs its obligations under this Agreement, including prompt payment of all sums when due pursuant to Article 9 and Article 11.

Grant the client a non-exclusive license to use your designs for the specific project conditioned upon, in part, upon your receipt of payment for your services.

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PROTECTIONS AGAINST MISUSE

AIA B101-2017

§ 7.3.1 In the event the Owner uses the Instruments of Service without retaining the authors of the Instruments of Service, the Owner releases the Architect and Architect's consultant(s) from all claims and causes of action arising from such uses. The Owner to the extent permitted by law, further agrees to indemnity and hold harmless the Architect and its consultants from all costs and expenses, including the cost of defense, related to claims and causes of action asserted by any third person or entity to the extent such costs and expenses arise from the Owner's use of the Instruments of Service under this Section 7.3.1...

§ 7.4 ... The Owner shall not assign, delegate, sublicense, pledge or otherwise transfer any license granted herein to another party without the prior written agreement of the Architect. Any unauthorized use of the Instruments of Service shall be at the Owner's sole risk and without liability to the Architect and the Architect's consultants.

Establish protections against unauthorized use, misuse, or use of your designs without your involvement.

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	AIA B101-2017		
	\S 9.7 If the Owner terminates this Agreement for its convenience or the Architect terminates this Agreement (for cause) the Owner shall pay to the Architect the following fees:		
	☐ Termination Fee: (\$)		
	□ Licensing Fee if the Owner intends to continue using the Architect's Instruments of Service: (\$)		
	Require a separate termination and/or licensing fee in the event your services are terminated.		
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LICENSING USE BY OTHERS

AIA C106-2022

§ 2.1 The Transmitting Party grants to the Receiving Party a nonexclusive limited license to use the Digital Data solely and exclusively for the uses, and in accordance with the terms, set for in Article 3.

§ 2.5 By transmitting Digital Data, the Transmitting Party does not convey any ownership right in the Digital Data or in the software used to generate the Digital Data. Unless otherwise granted in a separate license, the Receiving Party's right to use, modify, or further transmit Digital Data is specifically limited to those uses, and in accordance with the terms, set forth in Article 3, and nothing contained in this Agreement conveys any other right to use the Digital Data.

Transmitting Party from and against all claims arising from or related to the Receiving Party's modification to, or unlicensed use of, the Digital Data.

Ensure that rights granted to third parties are within your authority and seek protections against misuse by these third parties.

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CLIENT DRAFTED AGREEMENTS



A Sample Owner's Provision

All Intellectual Property Rights are the property of Owner, and all rights, title and interest therein shall vest in Owner and shall be deemed a "work made for hire" hereunder. To the extent that title may not, by operation of law vest in Owner or be considered a "work made for hire" under the copyright laws of the United States all rights, title and interest therein are hereby irrevocably, assigned to Owner. Owner shall have the right to obtain and hold in its name, registrations, applications and other appropriate protection of the subject matter, including any extensions and renewals, reissues and divisions thereof. Consultant agrees to execute and provide to Owner or its designee, any documents that may be necessary in Owner's sole discretion to establish, document, perfect, protect, assign or maintain Owner's ownership rights in and to such Intellectual Property Rights.

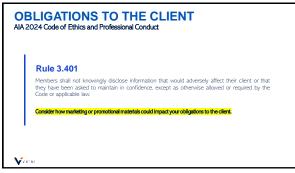


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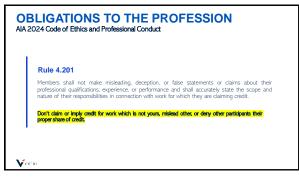
PROMOTIONAL/PROFESSIONAL USE

AIA B101-2017

§ 10.7 The Architect shall have the right to include photographic or artistic representations of the design of the Project among the Architect's promotional and professional materials. The Architect shall be given reasonable access to the completed Project to make such representations. However, the Architect's materials shall not include the Owner's confidential or proprietary information if the Owner has previously advised the Architect in writing of the specific information considered by the Owner to be confliciential or proprietary. The Owner shall provide professional credit for the Architect in the Owner's promotional materials for the Project...

We recommend working with your attorney, or knowledgeable, local counsel when drafting contract language

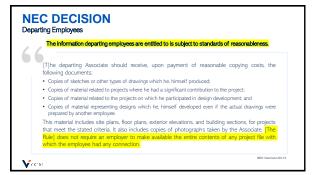
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OBLIGATIONS TO COLLEAGUES Ala 2024 Code of Ethics and Professional Conduct Rule 5.301 Members shall recognize and respect the professional contributions of their employees, employers, professional colleagues, and business associates. Rule 5.302 Members leaving a firm shall not, without the permission of their employer or partner, take designs, drawings, data, reports, notes, or other material relating to the firm's work, whether or not performed by the Member. Rule 5.303 Members shall not unreasonably withhold permission from a departing employee or partner to take copies of designs, drawings, data, reports, notes, or other materials relating to work performed by the employee or partner that are not confidential. Access to prior work cannot be unreasonably withheld, however reasonable conditions can be imposed.

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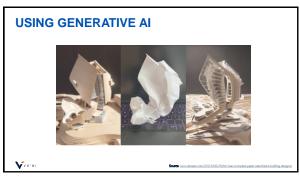


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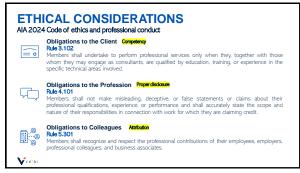


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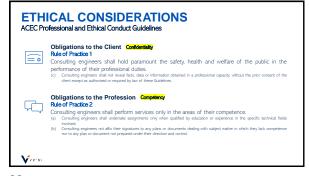


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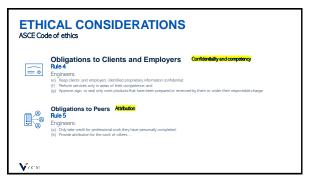




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