LICENSE AGREEMENT
You have agreed to the terms below.

INTELLECTUAL PROPERTY RIGHTS National BIM Standard-United States® Version 3

Copyright
National BIM Standard-United States®, or NBIMS-US™, is copyrighted 2007-2015, National Institute of Building Sciences, Washington, D.C., United States of America. The NBIMS-US™ is an industry consensus standard for the creation and use of building information models. The NBIMS-US™ is a collective work created by the National Institute of Building Sciences (Institute) buildingSMART alliance® (Alliance) consisting of component works created by the Institute and works created by others and contributed to the NBIMS-US™ in accord with established procedures. The Institute owns the copyright in and to the collective work. All rights are reserved. Other persons have retained copyright interests in and to component works they have contributed to the NBIMS-US™.

The Institute's objective is to make the NBIMS-US™ widely available and usable by everyone, subject to certain restrictions. The Institute hereby grants you, the User, a nonexclusive, worldwide, royalty-free license to reproduce, download, distribute to others, display to the public, and otherwise use the NBIMS-US™ in performing the type of work and creating the products for which the standard has been created. You are not authorized by this license to sell or otherwise transfer copies of the NBIMS-US™ for your own commercial purposes, whether under the name of the Institute, your own name, or the name of any other person.

The User is not authorized to modify or create derivative works from the NBIMS-US™. The NBIMS-US™ is an industry consensus standard, therefore modification of or deviation from this standard is not authorized by this license. This restriction is necessary to maintain the identity and integrity of the standard. We have taken great care not to change any text from what was voted on by the NBIMS-US™ Project Committee, except for editorial corrections and re-formatting done to make the entire document more usable. You do not have permission to indicate that you conform to this standard document, if you have changed any of the language to meet your own needs.

Patents
The User may create products that implement or comply with the standard, subject to any applicable copyright and patent rights owned by third parties. It is possible that in developing the NBIMS-US™, the Institute will adopt a standard the implementation of which would require the practice of a patent or patent claim owned by a third party. The NBIMS-US™ cannot and does not authorize you to practice another person's patent without permission of the patent holder. Where the Institute receives notice of the existence of a patent that is essential to implementation of a NBIMS-US™ standard, the Institute will attempt to obtain written assurances from the patent holder that the patent holder will license use of the patent to applicants on reasonable and nondiscriminatory terms. The Institute will provide notice to users where it has information concerning the existence of essential patents.

Trademarks
National BIM Standard-United States® is a registered trademark of the National Institute of Building Sciences. NBIMS-US™ and National Building Information Modeling Standard™ are trademarks or service marks owned by the Institute. The Institute's trademarks and service marks are used to identify this document as a product of the Institute. You may not use these marks except as expressly authorized here. You may use the mark National BIM Standard-United States® in conjunction with a product or service that you provide that implements or complies with the standard by using the following language: "This product complies with the National BIM Standard-United States®." You may not use the Institute's trade or service marks in any way that would tend to confuse or mislead the public to believe that your product or service is a product or service of the Institute.

**Normative references**

1) All ballots except as noted below are governed by the following Intellectual Property Rights statements:

**IN CONSIDERATION** of the mutual promises and covenants herein, the parties agree as follows:

a. The parties acknowledge that NIBS is developing and commissioning work for a National BIM Standard–United States® (NBIMS-US™) ("the Work"), which Work shall be a collective work including the contributions of multiple organizations and individuals. Volunteer agrees to contribute his/her intellectual work product to the NBIMS-US™, and NIBS agrees to include Volunteer's work in the NBIMS-US™, if in NIBS' sole discretion the content of such work meets the standards of acceptable quality established for the Work.

b. It is understood and agreed that full and exclusive right, title, and ownership of all copyright and other intellectual property interests in the collective Work shall vest in NIBS immediately upon the creation thereof, and NIBS shall have the exclusive right to claim any and all copyrights, patents, patent rights, and other intellectual property rights therein. Volunteer shall have no copyright interest in the NBIMS-US™ as a whole.

c. Volunteer shall be entitled to retain whatever copyright interest he or she may have in the work he/she creates and contributes to the NBIMS-US™. NIBS agrees to acknowledge publicly and credit the contribution made by Volunteer in any publication of the NBIMS-US™.

d. To the extent that Volunteer includes in his/her contribution to the NBIMS-US™ any material which he/she did not create or to which he/she does not own the copyright, Volunteer agrees to obtain the requisite permissions, in writing, for inclusion of such material in the Work.

e. Upon a final determination under the NBIMS-US™ procedural rules that the ballot item will not become part of the NBIMS-US™, the copyright to the submitted work shall revert to the submitter.

f. NIBS shall have the exclusive right to use the names National BIM Standard–United States® and NBIMS-US™ as trade or service marks to identify the Work.

2) Sections 2.4 of the NBIM-US™ V3 (CSI OmniClass™) shall be governed by the following Intellectual Property Rights

a. **General**: Works created by the Institute, including the Alliance, shall be owned by the Institute. Works created by CSI shall be owned by CSI.

b. **Copyrights**: CSI shall grant the Institute a nonexclusive, royalty-free, worldwide right and license to reproduce, publish, distribute to the public, and display the tables of its OmniClass™ standard that CSI has chosen to ballot as part of the National BIM Standard-United States as described in section 5(e) of this agreement for use in the National BIM Standard-United States®. This grant of right and license is limited to the select OmniClass™ tables described above and their use in the
above named Institute or Alliance publications. Should Institute elect to cease development of the NBIMS-US™, NBIMS-US™ cease development through inaction or for any other reason, or NBIMS-US™ no longer be provided free of charge to any users, all intellectual property rights granted to Institute by this agreement shall be renegotiated within 90 days of written notice by either party of a change in the program status.

c. **OmniClass™ Development**: CSI and Construction Specifications Canada (CSC), which is not a party to this agreement, shall have sole rights to manage and administer the development of OmniClass™. This agreement shall not be interpreted to imply any transfer of authority over the management and development of OmniClass™ from CSI to the Institute or any other organization.

d. **Trademarks and Trade Names**: BuildingSMART alliance®, National BIM Standard™, National BIM Standard-United States®, NBIMS™ and NBIMS-US™ are trademarks and/or service marks of the Institute. BuildingSMART alliance® is both a trademark or service mark and a trade name of the Institute. CSI shall not publish or use the Institute's trademarks, service marks, or trade names except as expressly permitted under the Institute's Intellectual Property Policy or in direct reference to OmniClass™ and its inclusion in NBIMS-US™. Specifically, CSI shall not use the trademarks, service marks, or trade names of the Institute to signify membership in the Alliance or the Institute or participation in their programs unless and until the Institute expressly authorizes use of a mark specifically for such purposes. OmniClass™ is a trademark of CSI. The Institute shall not use CSI's trademarks, service marks, or trade names without referencing the Construction Specifications Institute and Construction Specifications Canada as the organizations responsible for the development and management of OmniClass™. CSI hereby authorizes the Institute to use CSI's OmniClass™ trademark in connection with publication of OmniClass™ pursuant to the right and license granted to the Institute in section ...(b) of this agreement.

e. **Standards Balloting**: CSI will participate in the Alliance National BIM Standard-United States® ballot process by balloting select OmniClass™ tables as national standards and for inclusion by reference as part of the National BIM Standard-United States®. The choice of which tables to ballot through the Alliance National BIM Standard-United States® ballot process shall be solely the choice of CSI. Institute shall only accept ballot proposals for inclusion of any OmniClass™ tables or portions thereof in the National BIM Standard-United States® from an authorized representative of CSI. This shall not be read to limit acceptance of ballots for other proposals that draw upon, reference, or implement OmniClass™. Such balloting of OmniClass™ through the Alliance National BIM Standard-United States® ballot process shall not limit CSI in any way from separately balloting OmniClass™ through an ANSI process as an American National Standard or from pursuing any other national or international standards balloting process for OmniClass™. Institute and Alliance shall not challenge such separate national standards balloting in any way should CSI elect to pursue it.

f. **Sole Agreement**: This agreement shall be the sole agreement defining the intellectual property ownership relationship between Institute and CSI with regard to OmniClass™ and NBIMS-US™, and shall supersede all other agreements, including without limitation, any language relating to intellectual property ownership presented on the NBIMS-US™ ballot.