

ASNT COPYRIGHT POLICY

1.0 Purpose

The purpose of this policy is to create mechanisms to control ownership and distribution of the intellectual property interests of The American Society of Nondestructive Testing, Inc. (hereinafter, “the Society” or “ASNT”).

2.0 Scope

It shall be an established policy of the Society, to recognize the intellectual property interests of third party copyright holders/authors as well as those of the Society, and to clearly document those respective rights through adherence to the provisions of the revised Copyright Law, 17 U.S.C. § 101, et seq.

As publisher, user, and disseminator of copyrighted technical materials (“Work(s)”), ASNT will recognize the emergence and development of royalty collection and payment mechanisms and attempt to conform to their requirements and the stipulations of the publishers and/or copyright holders.

3.0 Title

The Society shall in no case publish or agree to publish any third-party Work without a clear written understanding of the copyright position of the Society with respect to the Work, be it an individual paper, journal, book, or portion thereof. The Society shall not accept unsolicited materials from third party Authors.

4.0 Assignment/Licensing

The transfer or license to publish any third-party Work by ASNT shall be in writing, signed by the Author or copyright holder of that Work. ASNT staff member compiling written, spoken, visual, or audiovisual Works for distribution by ASNT shall first procure suitable written copyright assignment, using the current *ASNT Copyright Transfer* agreement from each and every Author/copyright holder with suitable representations of authorship/ownership and originality of their contribution to the Work.

A “Work for Hire” is defined in 17 U.S.C. § 101 and includes, without limitation, a Work for use as a contribution in a collective Work, compilations, instructional texts, and tests. In the case of Work for hire from a third-party Author, the Society shall first secure formal transfer of copyright via the ASNT Copyright Transfer agreement, identifying the name or title of the publication for which such contribution Work is being engaged. This agreement shall also acknowledge that the Work is considered a Work made for hire. All Works created by an employee of the Society within the scope of their employment are considered Work for hire under the Copyright Act.

Where it is desired to publish material for which copyright is held by a third-party publisher, ASNT shall obtain a written license from the publisher prior to any use by the

Society. A copy of such permission shall be kept on file at the International Service Center.

5.0 Copyright Notice

No Work shall be published by the Society without a proper copyright notice. For visually perceptible copies, these elements shall include, but not necessarily be limited to:

- 5.1 The word Copyright or the © symbol;
- 5.2 The year of first and subsequent years of publication;
- 5.3 The full legal name of the Society; and
- 5.4 The reservation of rights in the Work,
- 5.5 and appear conspicuously on the face or cover page of the Work.

5.5.1 Example:

**© 2017 The American Society of Nondestructive Testing, Inc.
All rights reserved**

6.0 Attribution

The Society shall, without exception, require of all third party publishers proper written attribution of copyright held by the Society. This printed attribution shall include the first three elements noted in the preceding paragraph 5.0 on Copyright Notice. No permission to reproduce material copyrighted by the Society shall be granted to any third party without a signed agreement to this effect residing in the files of the Society.

Conversely, ASNT shall follow a like procedure when reproducing materials copyrighted by third party publishers, for which reprinting rights have been granted.

7.0 Photocopying

Provision of copies of or from the copyrighted materials of other publishers shall always comply with the current copyright laws and regulations. Stipulated royalties for reproduction of documents shall be paid to the suitable copyright holder through the Copyright Clearance Center or similar mechanism made known to ASNT. In all cases where the copyright holder has not specified royalties or does not request same, ASNT will operate under fair use guidelines and provide attribution, where possible.

Photocopying for internal use of the Society and for the related business use by the Society shall be carried out in accordance with the requirements of current copyright law. Staff shall keep records of all copies from a given source, purchased from libraries, or document supply centers, and of which no royalty has

been paid through that source. Continued photocopying of a given Work in such aggregate quantities as to substitute for a subscription to or purchase of such Work is unfair and prohibited.

8.0 Royalties

The Society, as part of its recognition of the rights of other publishers and its recognition of established collection and payment mechanisms, shall require suitable royalties for copying of its publications and products by others. It shall be a policy of the Society to evaluate each publication in this respect before publication and to include printed notification to this effect, where applicable.

9.0 Registration and Deposit

All original Works, including hardcopy publications and digital media (e-books, videos, audios, etc.), shall be registered with the United States Library of Congress as provided for under 17 U.S.C. § 408. ASNT the International Service Center (ISC) Publications Department staff shall be responsible to maintain and record a copyright registration system for all ASNT intellectual property.

10.0 Digital Millennium Copyright Act (“DMCA”)

The DMCA provides a safe harbor for publishers of digital content. To benefit from the safe harbor provisions of the DMCA, ASNT shall adopt, implement, and maintain an ASNT Publications Department Procedure to respond to notices of alleged infringement that comply with the Act, 17 U.S.C. § 512, and other applicable laws.