

**Partnership for DSCSA Governance, Inc. (PDG)**  
**Intellectual Property Rights Copyright Policy**

**Section 1 – Application**

This Intellectual Property Rights Copyright Policy (the “Copyright Policy”) shall apply to any person participating in a PDG Activity (a “PDG Participant”) other than a person who is employed by or acting on behalf of a federal or state governmental agency with respect to PDG’s Activities. Each Member agrees to the terms of this Copyright Policy as a condition of participating in a PDG Activity and agrees that any Contributions submitted by their employees or agents are covered by this Copyright Policy. Each PDG Participant who is not an employee or agent of a Member agrees to the terms of this Copyright Policy as a condition of participating in a PDG Activity.

**Section 2 – Definitions**

The following terms, when capitalized, have the following meanings:

“*Contribution*” shall mean any material that is presented in a recorded or written form (e.g., text, drawings, flowcharts, slide presentations, videos, presentation) in any PDG Activity but shall not include any software code.

“*Contributor*” shall mean any person who makes a Contribution to a PDG Activity.

“*Member*” shall mean a member of PDG as that term is defined in the PDG’s Bylaws.

“*PDG Activity*” shall mean any effort of PDG that relates to PDG’s governance of interoperable verification and tracing (as required by the Drug Supply Chain Act (“DSCSA”)) and practices and processes that impact the integrity and reliability of interoperable verification and tracing.

“*PDG Deliverable*” shall mean the compilation of, collective work, joint work or derivative work created by PDG Participants in a PDG Activity (e.g., a white paper, blueprint, workflow, recommended practice or any other form of documentation).

“*PDG Participant*” shall mean a person participating in a PDG Activity.

“*Sponsor*” shall mean a person that is financially supporting the PDG Participant’s participation in a PDG Activity or than an employer.

**Section 3 – Policy**

A. No Transfer of Ownership. Copyright ownership of the original Contribution is not transferred or assigned to PDG, its Members or any PDG Participant.

B. Grant of License. Each Contributor grants to PDG and PDG Participants a non-exclusive, irrevocable, royalty-free, fully sublicensable license with worldwide rights to copy, publish, display, distribute, create derivatives works of and otherwise use the Contribution in connection with the development of the PDG Deliverable for which the Contribution was made, in whole or in part. The foregoing license shall not be deemed to grant any right under any patent, patent application, or other similar intellectual property right.

C. Contribution. PDG holds no duty to publish, use or otherwise disseminate any Contribution. No information in the Contribution is confidential, and PDG and PDG Participants may freely disseminate any information in the Contribution in connection with developing the PDG Deliverable.

D. PDG Copyright. Subject to each Contributor's continued copyright ownership in their Contributions, PDG will own the copyright in any PDG Deliverable and in any works created by PDG employees or agents. PDG will make PDG Deliverables available without charge to the public in order to maximize the public's access to PDG's work. PDG also has the right to create and shall own derivative works that incorporate the PDG Deliverable's content derived from the Contribution in any format or media without restriction.

E. Contributions from Third Parties. In the event a PDG Participant desires to make a Contribution that the PDG Participant knows or suspects is owned by a person other than the PDG Participant or the Member, the PDG Participant will so notify the Chair of the PDG Activity who will work with PDG to seek permission to use such Contribution.

F. Warranties/Limitation of Liability. Contributions are provided "AS IS" with no warranties, express or implied, including but not limited to, the warranties of merchantability, fitness for a particular purpose and non-infringement of intellectual property rights. The Contributor and the Contributor's employer or Sponsor shall not be held liable for any damages whatsoever (including, without limitation, damages for loss of profits, business interruption, loss of information, or any other pecuniary loss) arising out of or related to the use of or inability to use the Contribution; provided, however, if the Contributor or the Contributor's employer or Sponsor is personally aware that the Contribution is subject to a claim of infringement then the Contributor shall notify the PDG Activity Chair of such fact at the time of the Contribution is made and shall be liable for failure to do so.