

MasterFormat[®] Proprietary Terms of Use

February 27, 2013

Since its inception in 1948, the CSI has focused on improving and organizing project documentation and communication within the construction industry. CSI's primary focus has been in the presentation of construction information using standardized classification and formats. The format documents (*MasterFormat*[®], *UniFormat*[™], *SectionFormat*[™], and *PageFormat*[™], among others) and principles outlined in *The CSI Practice Guide* series and related best practice publications were developed by CSI members and have become North American construction industry standards for organizing, analyzing, and presenting construction project information. 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.

Below is an explanation of the Proprietary (commercial) Terms of Use for *MasterFormat*. All categories of use are outlined in the related "Terms of Use and Licensing for *MasterFormat*" document.

1) Proprietary (commercial) Use

- a) **Definition:** Proprietary (commercial) Use of *MasterFormat* is any presentation (including online and educational presentations), or use of the *MasterFormat* numbers and titles, any derivation of the *MasterFormat* numbers and titles, or the application of the *MasterFormat* 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 in the "Terms of Use and Licensing for *MasterFormat*" document under "Organization Internal Use/Individual Use", unless that use is marketed as an independent revenue-generating 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 Fees and process:**
 - i) A license agreement with CSI is required for proprietary licensure of *MasterFormat*.
 - ii) A one-time application fee and annual license fee will be required. Additional details about the terms of the agreement and applicable fees are available in the *MasterFormat* License Agreement.

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:

CSI

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*
- (4) Identify which edition(s) of *MasterFormat* will be used.

Once CSI has received the application letter, CSI will invoice for payment of the application fee. Upon payment of that fee and review of the application to ensure it meets the requirements of licensure:

- (1) CSI will prepare a draft agreement 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.