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## **AMSAT Policy on Intellectual Property**

1. The creator of the Intellectual Property (IP) as an AMSAT volunteer is the owner of the IP.
  - a. This means that the volunteer who developed it owns it in the eyes of AMSAT. Whether a volunteer's employer has 'rights' to that IP is between the volunteer and their employer.
  - b. Volunteer work done on behalf of AMSAT means that AMSAT has the right to use the IP created on its behalf in perpetuity.
  
2. In a team environment where collaboration results in the creation of the IP by AMSAT volunteers:
  - a. Each team member serving as an AMSAT volunteer directly involved in the creation of IP has rights to that IP.
  - b. Volunteers who developed the IP jointly owns it in the eyes of AMSAT. Whether a particular volunteer's employer has 'rights' to that IP is between the volunteer and their employer.
  - c. In the event that an employer claims rights to the IP created by their employee serving as an AMSAT volunteer, this does not remove or modify the IP rights of the other team members who were involved in the creation of the IP.
  - d. Volunteer work done on behalf of AMSAT by the team means that AMSAT has the right to use the IP on its behalf in perpetuity.
  
3. AMSAT's policy is to encourage the release of IP developed for its benefit into the Public Domain. However, the decision to do so rests with the owner(s) of the IP, not AMSAT. In the event of team collaboration by AMSAT volunteers, all owners would presumably need to agree to allow placement in the public domain.
  
4. As the IP rests with the volunteer donor(s), they may use their IP

as they see fit outside of AMSAT's use of the IP. AMSAT isn't entitled in 'rights' or compensation for that IP in the event such IP is placed in the commercial realm except to the extent that AMSAT indeed is party to the IP. The commercial benefits of such IP would need to be negotiated amongst the owners and does not involve AMSAT except other than the right to use the IP in perpetuity.

5. IP owner(s) do have the option of transferring their IP to AMSAT as a donation. AMSAT will then make a determination whether to place in the public domain or retain privately if circumstances warrant (such as circuit designs that manage command and control of a spacecraft).

6. When an Individual under contract to AMSAT develops IP as a result of an AMSAT project, or at anytime is developed by an AMSAT employee, AMSAT retains the right to determine what ownership AMSAT will retain of the IP that was developed under AMSAT contract or by the paid employee:

- a. Intellectual Property (IP) developed by an AMSAT Contractor or AMSAT Employee functioning on behalf of AMSAT belongs to AMSAT.
- b. In the case of an AMSAT Contractor or AMSAT Employee working on an AMSAT Team collaborating with AMSTAT Volunteers, any IP rights assigned to individuals under contract to AMSAT or by AMSAT employees due to working on such teams belongs to AMSAT with no impingement on the IP rights of the AMSAT volunteers collaborating on that team.
- c. AMSAT's policy is to encourage the release of IP developed for its benefit into the Public Domain. In the event of team collaboration, all owners would presumably need to agree to allow placement in the public domain.
- d. Where AMSAT does have sole IP rights, AMSAT will make the determination whether to release to the Public Domain.

7. This AMSAT policy statement on Intellectual Property supersedes any and all prior policy statements released by AMSAT regarding Intellectual Property and is subject to the laws and regulations of the District of

Columbia

1/3/17

Six BOD members concurred, one absent.