

TSP Open Licensing

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Business Model Issues

Current Model

Proposed Model and Variants



Business Model Issues

The TSP partners have expressed concern over some aspects of the partner business model.

- High cost of entry
- Fees for everything, specially recurring annual fees
 - Partner fees
 - Coach and instructor fees
 - Certification fees
 - Course fees
 - Application fees
- Intellectual Property Rights
- Value of certification vs. training

Business Model Issues

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Partner Licensing Model

The SEI Partner licensing model

- licenses organizations
- certifies individuals

As the licensee, the organization is responsible for

- satisfying the terms and conditions in the license agreement
- paying fees for sponsored certified individuals that deliver the courses and services
- tracking, reporting, paying use fees

Certified individuals are responsible for

- satisfying the maintenance criteria for their certification(s)
- following the terms and conditions in the license agreement

Partner Fees

Organizational Annual Minimum Fee	
US Organizations	\$ 3,000.00
Non-US	\$ 3,600.00
US Govt	\$ 2,400.00

Sponsor Fees	US	NON-US	Govt
PSP Instructor	\$ 1,500.00	\$ 1,800.00	\$ 1,200.00
TSP Coach	\$ 2,040.00	\$ 2,350.00	\$ 1,640.00
Mentor Coach Add-On	\$ 1,200.00	\$ 1,380.00	\$ 900.00
Associate Coach	\$ 1,000.00	\$ 1,100.00	\$ 800.00
Combined instructor/Coach	\$ 3,300.00	\$ 3,900.00	\$ 2,640.00

Internal Use Fees

Internal	US	Non-US	US Govt
TSP Executive Strategy Seminar	\$0	\$0	\$0
Managing TSP Teams	\$35	\$41	\$0
Leading a Development Team	\$35	\$41	\$0
Introduction to Personal Process	\$35	\$41	\$0
TSP Team Member Training	\$35	\$41	\$0
PSP for Engineers I	\$35	\$41	\$0
PSP for Engineers II	\$35	\$41	\$0
PSP for Engineers I, blended learning version	\$125	\$125	\$0
PSP for Engineers II, blended learning version	\$125	\$125	\$0
PSP Fundamentals, blended learning version	\$125	\$125	\$100
PSP Advanced, blended learning version	\$125	\$125	\$100

Commercial Use Fees

Commercial	US	Non-US	US Govt
TSP Executive Strategy Seminar	\$0	\$0	0
Managing TSP Teams	\$35	\$41	0
Leading a Development Team	\$35	\$41	0
Introduction to Personal Process	\$55	\$65	0
TSP Team Member Training	\$55	\$65	0
PSP for Engineers I	\$125	\$149	0
PSP for Engineers II	\$125	\$149	0
PSP for Engineers I, blended learning version	\$125	\$125	\$100
PSP for Engineers II, blended learning version	\$125	\$125	\$100
PSP Fundamentals, blended learning version	\$125	\$125	\$100
PSP Advanced, blended learning version	\$125	\$125	\$100

Universal License Agreement (ULA) -1

Section 5.0 Intellectual Property

5.3 Use of Licensed Materials by Course Participants and/or Service Participants. Course Participants and/or Service Participants may retain the copies of the Licensed Materials they receive from Agreement Partner pursuant to this Agreement. Such Course Participants and/or Service Participants may use such Licensed Materials solely for their own personal use and do not have the right to transfer, sublicense, copy or use such Licensed Materials in order to deliver training or services to others, including others within Course Participant's and/or Service Participant's organization, subject to the provisions of Section 5.4 below.

5.4 Revision of Licensed Materials. The right of Course Participants and Service Participants to retain and use their copies of the Licensed Materials (as described in Section 5.3): (a) applies solely to the copies of the Licensed Materials initially provided to them during such course or service on an "AS-IS" basis as of the date they received the materials, and (b) does not include the right to obtain future versions or updates. A Course Participant or Service Participant desiring to obtain expanded rights to such Licensed Materials and/or rights to other Intellectual Property of SEI must do so via a separate written license agreement with SEI. Agreement Partner may not remove any legends or other restrictive notices that may appear on the Licensed Materials stating such restrictions and agrees to inform its Course Participants or Service Participants (and their organizations, if applicable) of these restrictions.

Universal License Agreement (ULA) -2

Section 5.0 Intellectual Property (continued)

5.5 Prior Versions of Licensed Materials. If SEI updates or revises the Licensed Materials, Agreement Partner agrees to discontinue using the prior versions of the Licensed Materials as prescribed by SEI.

5.6 Derivative Works. Except for the right to create unofficial translations subject to the requirements set forth in the SEI Partner Guide, Agreement Partner shall not create any derivative works of the Licensed Materials unless Agreement Partner:

5.6.1 Obtains prior written consent from SEI;

5.6.2 Supplies SEI with a written statement describing Agreement Partner's content and Agreement Partner's and other parties' Intellectual Property included in the derivative work; and

5.6.3 Agrees to provide SEI with a copy of any such derivative work.

Except to the extent otherwise provided by SEI when granting permission to create derivative works, any derivative works authorized will be considered Licensed Materials and may be used by Agreement Partner only in accordance with the terms of this Agreement. Unless otherwise agreed to in writing by SEI, SEI will own any derivative works of the Licensed Materials created by Agreement Partner.



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Intellectual Property Rights

Creative Commons (CC) license

- A license that permits the free distribution of a copyrighted work.
- Used by an author to grant others the right to share, use, and build upon a copyrighted work.
- Common CC license options include:
 - No restrictions
 - Attribution required
 - Derivative works allowed
 - Non-commercial use
 - Share-alike distribution

The ability to create and share derivative works is important to the TSP Partner community.

Proposed Solution

Derivative Works. ~~Except for the right to create unofficial translations subject to the requirements set forth in the SEI Partner Guide, Agreement Partner shall not create any derivative works of the Licensed Materials unless Agreement Partner~~ **agrees to include copyrights and trademarks as specified in Appendix A.**

~~5.6.1 Obtains prior written consent from SEI;~~

~~5.6.2 Supplies SEI with a written statement describing Agreement Partner's content and Agreement Partner's and other parties' Intellectual Property included in the derivative work; and~~

~~5.6.3 Agrees to provide SEI with a copy of any such derivative work.~~

~~Except to the extent otherwise provided by SEI when granting permission to create derivative works, any derivative works authorized will be considered Licensed Materials and may be used by Agreement Partner only in accordance with the terms of this Agreement. Unless otherwise agreed to in writing by SEI, SEI will own any derivative works of the Licensed Materials created by Agreement Partner.~~

Proposed Partner Licensing Model

The proposed model addresses the expressed concerns over high cost of entry and complexity of fees by

- reducing the organizational and individual fee categories.
- reducing the fees.

The licensee would still be responsible for

- satisfying the terms and conditions in the license agreement.
- paying fees for sponsored certified individuals that deliver the courses and services.
- tracking, reporting, paying use fees.

Certified individuals would still be responsible for

- satisfying the maintenance criteria for their certification(s).
- following the terms and conditions in the license agreement.

Proposed Partner Fees

<i>Estimated</i> Organizational Annual Minimum Fee	
Non-US Govt	\$ 2,000.00
US Govt	\$ 1,500.00

Two categories: US Govt. and non-US Govt.

<i>Estimated</i> Sponsor Fees	Non-US Govt	US Govt
PSP/TSP Certified Individual including: TSP Coach, PSP Instructor, Mentor Coach, Associate Coach, and Combined Instructor/Coach	\$ 1,500.00	\$ 1,000

One category:
TSP/PSP
Certified
Individual

NB: Proposed fees have not been approved.

Proposed Use Fees

Estimated Use Fees	Non-US Govt	US Govt
TSP Executive Strategy Seminar	\$0	\$0
Managing TSP Teams	\$35	\$0
Leading a Development Team	\$35	\$0
Introduction to Personal Process	\$35	\$0
TSP Team Member Training	\$35	\$0
PSP for Engineers I	\$35	\$0
PSP for Engineers II	\$35	\$0
PSP for Engineers I, blended learning version	\$100	\$0
PSP for Engineers II, blended learning version	\$100	\$0
PSP Fundamentals, blended learning version	\$100	\$80
PSP Advanced, blended learning version	\$100	\$80

NB: Proposed fees have not been approved.

Questions?