



**PUBLIC.RESOURCE.ORG** ~ *A Nonprofit Corporation*

---

**Public Works for a Better Government**

August 20, 2013

Jeffrey W. Rubin  
Vice President and General Counsel  
Financial Accounting Foundation  
401 Merritt 7, P.O. Box 5116  
Norwalk, CT 06856-5116

Dear Mr. Rubin:

Thank you for your courteous and informative letter of August 8, 2013. I especially appreciate your kind words about our “meritorious endeavor.” Our nonprofit organization has made available a large number of edicts of government from opinions of the United States Courts of Appeals to building and other public safety codes mandated by law. Many of the publishers of these edicts do not bother to respond, despite the careful preparation and deliberation we put into these efforts.

I appreciate the fact that the FAF makes the most up-to-date version of the FASB Accounting Standards Codification® available on your web site. This is indeed a valuable service, but I respectfully submit that your current approach hampers your mission in two ways.

First, the web site you provide is greatly limited in functionality for the basic view, which does not provide searching capability, cross references, or even the ability to copy and paste or print without limits. You do offer free access to the “professional view” to accounting faculty and students, and I’ll grant you that for many accounting professionals the \$850 subscription is not an issue. However, this does leave out a large part of the population from full access to the accounting standards.

Given the \$43,875,741 revenue stream of the Financial Accounting Foundation and the explicit mission of supporting the efforts of government and non-governmental entities to provide better financial reports, the policy of rationing access seems penny-wise and pound-foolish. Broader access to the codified standards would result in better financial reporting in America and the world, and I believe we would both agree that better financial reporting and more decision-useful information is a good thing.

The second issue, and I believe this is very significant, is the damper on innovation your policies enforce. Your web site is nice, but the terms of use, a copy of which are attached to this letter, prohibit any reuse whatsoever of the material. That means developers who wish to provide useful transformations of the accounting standards required by law are prohibited from doing so.

Because of the terms of use, any innovation that will occur on the federally-mandated accounting standards must thus be provided by your IT staff and only by your IT staff. I am sure they are very talented, but I am sure they are also very busy. One of the lessons we've learned on the Internet is that innovation happens in unexpected ways. By welcoming and supporting new and interesting transformations of the accounting standards, you will better enhance and support your mission.

Loosening the terms of use on your site and providing bulk access to the data will only enhance the prestige and importance of your web site as the original, authoritative source for the rules that make accounting work in the United States.

I appreciate your suggestion of adding a link to the free, up-to-date, authoritative standards, and have added language in the header of each html file to that effect. You will find an example of such language at the following URL:

<https://law.resource.org/pub/us/code/bean/fasb.html/fasb.105.2011.html>

Again, thank you for your kind letter. I'd be more than happy to discuss these issues further if you wish.

Sincerely yours,



Digitally signed by Carl  
Malamud  
DN: cn=Carl Malamud,  
o=Public.Resource.Org, ou,  
email=carl@media.org, c=US  
Date: 2013.08.20 11:13:24  
-07'00'

Carl Malamud  
Public.Resource.Org

enc: "Basic View" Terms of Use

**CAREFULLY READ THE FOLLOWING LICENSE AGREEMENT ("AGREEMENT"). BY CLICKING THE "I ACCEPT" BUTTON, YOU ACCEPT AND AGREE TO BE BOUND BY THE TERMS OF THIS AGREEMENT. IF YOU ARE NOT WILLING TO ACCEPT THE TERMS OF THIS AGREEMENT, YOU MAY NOT ACCESS THE CODIFICATION (AS HEREINAFTER DEFINED) OR USE IT IN ANY WAY.**

**THE CODIFICATION IS BEING MADE AVAILABLE TO YOU FOR YOUR USE IN ACCORDANCE WITH THE TERMS HEREOF. THE CODIFICATION IS NOT SOLD TO YOU AND YOU DO NOT ACQUIRE ANY RIGHTS IN OR TO IT OUTSIDE OF THE LICENSE RIGHTS EXPRESSLY GRANTED BY THIS AGREEMENT.**

**Financial Accounting Foundation  
License Agreement**

**BASIC VIEW**

This document, as the same may be amended or modified from time to time by the FAF and posted on the Codification website at [asc.fasb.org](http://asc.fasb.org), is an agreement ("Agreement") between you (the natural person, business entity, governmental body, educational institution, or other for-profit or not-for profit organization) ("You" or, as the text requires, "Your"), who is agreeing to these terms in exchange for access to the Codification (as hereinafter defined), and the Financial Accounting Foundation (the "FAF"), the owner of the Codification.

1. Definitions

(a) "Intellectual Property" means, for any person or entity, patents (including patent applications), know-how, trademarks, trade names, service marks, domain names, trade dress, logos or other identifying indicia, trade secrets, copyrights and copyrighted materials, software, confidential information, systems, technology, supplier data and access to any other intellectual property owned or controlled by, or licensed to such person or entity.

(b) "Codification" means the *FASB Accounting Standards Codification*<sup>®</sup> electronic research system developed and released by the Financial Accounting Standards Board of the FAF (the "FASB") which houses, reorganizes and indexes United States financial accounting standards and related literature, as the same may be amended from time to time in the sole discretion of the FAF and/or the FASB, and as is made available under this Agreement.

2. License Grant. For the duration of the Term, provided that You are not in breach of any term or condition of this Agreement, the FAF hereby grants to You, and You hereby accept, subject to the terms and conditions of this Agreement, a non-exclusive, non-transferable and nonassignable license, without the right to sublicense, to access a limited use and feature version of the Codification; provided, however that FAF shall have the right to terminate Your access to the Codification at any time without notice. Except for Internet access software (such as a browser), all software used in connection with the Codification shall be hosted by or at the direction of the FAF. Accordingly, no physical media containing the Codification shall be provided to You. You shall have no right to electronically copy or reproduce the Codification or any portion thereof on any storage device, including without limitation, CD-ROMs, tapes, flash drives, hard drives or network servers, or repurpose all or any portion of the Codification or any derivative work thereof in any electronic or machine readable form for any purpose; provided, however, that You may copy and retain for your own work files and related records and memoranda (including client specific memoranda prepared for and shared with such client(s), but not for general or commercial distribution or resale) a reasonable but limited number of electronic copies of excerpts of the Codification. The foregoing license grant is personal to You and shall not include any affiliates, subsidiaries, or other related parties of You. Except for such rights expressly granted to You herein, no license, right, title, or interest in or to the Codification or any other Intellectual Property of the FAF is granted to You or any other person or entity, either expressly or by implication, estoppel, or otherwise. You are solely responsible for obtaining Your own access to the Internet, and any necessary software, that will permit You to access the website on which the FAF elects to make the Codification available.

3. Certain Restrictions on Use. Except as expressly permitted by this Agreement or applicable law, You shall not and shall not attempt to, and shall not permit any third party to or attempt to: (a) permit any person, other than You, to use or access the Codification except under the terms set forth herein, (b) copy, decompile, reverse engineer, disassemble, modify, or create any derivative work of any part of the Codification; (c) display or distribute the content or any portion of the Codification on a website, blog, or similar manner, (d) alter, remove, or obscure any copyright or other proprietary or legal notice on or in the Codification; (e) use the name, logos, or other trademarks of the FAF or any of its standard setting boards (including the FASB and the Governmental Accounting Standards Board (the "GASB")) without the FAF's prior written consent; (f) sell, resell, license, sublicense, loan, assign, or otherwise transfer or make available the Codification, in whole or in part, to any third party; (g) make the Codification available over a network, whether or not available as an application service provider for a third-party's use; (h) use the Codification in any service bureau or time sharing arrangement; (i) use the Codification for any illegal purposes; (j) or use the Codification for commercial purposes, or other than as a reference source, or (k) use and access the Codification in a manner other than as a limited, individual user, including, but not limited to, frequency of access,

printing, and similar actions. You agree not to use or launch any automated system, including without limitation, “robots,” “spiders,” “offline readers,” etc., or any similar or equivalent manual process, to access, index, acquire, copy, monitor, or provide search results or links to any portion of the Codification or the website on which it is made available, or in any way reproduce or circumvent the structure or presentation of the Codification or the website on which it is made available, or to obtain or attempt to obtain any materials, documents or information through any means that are not otherwise purposely made available through such website. The product’s component parts may not be separated for use on more than one computer. You shall not sell, assign, disclose, furnish, or redistribute any portion of the Codification to any other person, firm, corporation, or entity. Instructional guides and materials, if provided, are done so solely to support Your authorized use of the Codification.

4. Access to the Codification. The FAF will, at its sole discretion, provide You with access to the Codification by making the same available through a password protected site during the term of your use. Notwithstanding the foregoing, FAF does not, and cannot, guarantee that the Codification will be available for access on a 24-hour, 7-day-per-week basis and You acknowledge and agree to the same. In addition to downtime caused by reasons beyond FAF’s control, You understand that FAF may interrupt access for normal and customary maintenance, to correct errors or remedy problems, to implement Updates, if any, and at other times as deemed necessary or desirable by FAF. You acknowledge that Your inability to access the Codification from time to time during the term of your use is agreed to by You.

5. User Login. By accepting access to the Codification, You are representing and warranting to the FAF that all of the information You have provided in connection with obtaining a user name and password is current, true, and correct. You further agree to update promptly such information as necessary to keep such information current, true, and complete at all times. You are solely responsible for any and all activity that occurs through the use of Your access credentials. You agree to keep Your user name and password secure and not to share the same with any other person. You agree to notify the FAF immediately of any breach of security or unauthorized use of Your account. You shall be liable for the losses of the FAF or any other users of the Codification due to such unauthorized use and You hereby agree to indemnify, defend, reimburse, and hold the FAF harmless from and against any and all claims, damages, obligations, losses, liabilities, costs or debt, and expenses (including but not limited to attorney’s fees) (collectively, “Losses”) incurred as the result of (i) Your use of the Codification, or (ii) any activity through Your account.

6. Term and Termination.

(a) This Agreement will take effect, and Your non-exclusive license will begin immediately upon clicking the “I ACCEPT” button below, and continue until termination in accordance with the terms hereof; provided, that FAF reserves the right to require acknowledgment of the terms and conditions herein upon each instance of user login. Email or information provided by FAF upon user login shall be an acceptable form of written notice for purposes of this Section.

(b) FAF may terminate this Agreement and Your right to receive the Codification at any time without notice.

(c) Upon termination or expiration of this Agreement (the “End Date”), all licenses granted under this Agreement shall cease and You shall immediately cease access to and use of the Codification.

(d) Clauses 3, 4, 6, 7, 8, 9, and 10 will survive termination or expiration of this Agreement for any reason. Termination or expiration of this Agreement will not affect any right accrued up to the date of termination or expiration.

7. Intellectual Property Rights.

(a) You acknowledge that all title, ownership rights, and any and all Intellectual Property rights in and to the Codification (and any and all copies, new versions, and any other manifestations thereof, in tangible or intangible form) shall remain with FAF at all times. The Codification is protected by copyright laws and international copyright treaties. Except as expressly provided herein, all rights, title, and interest in and to the Codification remains with FAF and its licensors and suppliers, if any. No Intellectual Property right (including without limitation all copyrights, program or database structure and organization, specific sets of information extracted therefrom, non-public data, and specifics about the means and standards of compilation of any of Your databases) shall vest in or be transferred to You, except for the limited license expressly stated herein. FAF reserves all rights not expressly granted to You under this Agreement.

(b) Certain portions of the Codification may consist of data, services, and other materials proprietary to third parties which have licensed to FAF the right to redistribute or sublicense such materials. Such third party licensors shall be third party beneficiaries of this Agreement.

(c) You shall maintain adequate security measures to safeguard the Codification from unauthorized access or use by any third party. Further, You shall notify the FAF promptly upon becoming aware of any unauthorized disclosure, use, or copying of the Codification.

8. Correspondence with and Solicitation of You. You agree that the FAF and/or FASB, and their respective successors and assigns, either directly or through their authorized agents, may send emails to You regarding Your use of the Codification, and any other matters related to the Codification, and/or other product and service offerings and operations of the FAF, FASB and GASB.

9. Disclaimer of Warranties; Limitation of Liability.

(a) **Indemnification and Release.** You agree that the limitations and exclusions of liability contained in the Agreement are reasonable. You, for Yourself and each of Your affiliates, hereby release FAF from any and all claims You and/or any of them may have against FAF or its agents as a result of the inability to access the Codification. You shall indemnify, reimburse, defend and hold harmless the FAF in respect of any losses suffered by the FAF: (1) as a result of a claims and damages (including reasonable attorneys' fees) made against the FAF regarding Your use of the Codification by You or Your affiliates where such liability would be excluded or limited under this Agreement if such claims were made by You against the FAF assuming the validity and enforceability of the immediately preceding sentence, (2) any damages or harm You or any of Your affiliates may suffer as a result of the inability to access the Codification, and (3) as a result of any use of the Codification by You or through your account other than as expressly permitted hereunder.

(b) **DISCLAIMER. YOUR USE OF THE CODIFICATION IS AT YOUR SOLE RISK. THE CODIFICATION IS PROVIDED "AS IS," "WITH ALL FAULTS," AND "AS AVAILABLE," FOR YOUR USE, WITHOUT WARRANTIES OF ANY KIND, EXPRESS, IMPLIED OR STATUTORY, OF ITS QUALITY, ACCURACY, PERFORMANCE, MERCHANTABILITY, OR FITNESS FOR A PARTICULAR PURPOSE, UNLESS SUCH WARRANTIES ARE LEGALLY INCAPABLE OF EXCLUSION. FAF DOES NOT WARRANT, GUARANTEE, OR MAKE ANY REPRESENTATIONS REGARDING YOUR ABILITY TO ACCESS THE CODIFICATION, ANY INTERRUPTION OF ACCESS OR ERRORS IN ACCESSING, OR THE USE OF, OR THE RESULTS OBTAINED WITH THE PRODUCT IN TERMS OF ACCURACY, CORRECTNESS, OR RELIABILITY. WITHOUT LIMITING THE FOREGOING, THE FAF DISCLAIMS ALL IMPLIED AND STATUTORY WARRANTIES THAT THE CODIFICATION IS MERCHANTABLE, OF SATISFACTORY QUALITY, FIT FOR A PARTICULAR PURPOSE OR NEED, OR IS NON-INFRINGEMENT. THE FAF DOES NOT WARRANT THAT THE FUNCTIONS OR CONTENT CONTAINED IN THE CODIFICATION WILL MEET YOUR REQUIREMENTS, THAT THE OPERATION OF THE CODIFICATION OR ACCESS THERETO WILL BE UNINTERRUPTED OR ERROR-FREE, OR THAT DEFECTS IN THE CODIFICATION WILL BE CORRECTED.**

**EXCEPT TO THE EXTENT PROHIBITED BY APPLICABLE LAW, (I) IN NO EVENT SHALL THE FAF OR ITS THIRD PARTY SOFTWARE OR DATA PROVIDERS BE LIABLE FOR INCIDENTAL, INDIRECT, SPECIAL, RELIANCE, TORT, PUNITIVE OR CONSEQUENTIAL DAMAGES, INCLUDING, WITHOUT LIMITATION, DAMAGES FOR LOST PROFITS, DELAYS, ERRORS, OMISSIONS, INACCURACIES, LOST DATA, THE COST OF RECOVERING SUCH PROGRAMS OR DATA, THE COST OF ANY SUBSTITUTE PROGRAM, CLAIMS BY THIRD PARTIES, DATA ACCURACY, LOSS OF GOODWILL, WORK STOPPAGE, COMPUTER FAILURE OR MALFUNCTION, OR ANY OTHER COMMERCIAL DAMAGES OR LOSSES, REGARDLESS OF WHETHER THE FAF HAS BEEN ADVISED OF THE POSSIBILITY OF SUCH DAMAGES; AND (II) THE MAXIMUM AGGREGATE LIABILITY OF THE FAF IN CONNECTION WITH THIS AGREEMENT OR THE CODIFICATION SHALL BE LIMITED TO ANY FEE, IF ANY, PAID BY YOU FOR THE LICENSE GRANTED HEREUNDER.**

**THE FOREGOING LIMITATIONS ARE AN ESSENTIAL PROVISION ON WHICH ALL THE TERMS HEREOF WERE BASED.**

10. Miscellaneous

(a) This Agreement, as amended from time to time by the FAF, is the complete and exclusive statement of the contract between the FAF and You with respect to the subject matter hereof and supersedes all prior or contemporaneous understandings regarding such subject matter. No waiver, consent, modification, amendment, or change of the terms of this Agreement shall be binding on the FAF unless in writing and signed or otherwise expressly acknowledged and/or made effective by the FAF. It is intended that this Agreement shall not violate any applicable law and the unenforceability or invalidity of any provision shall not affect the force and validity of the remaining provisions, and such provisions determined to be invalid shall be deemed severed from this Agreement, and to the extent possible, be replaced with terms which as closely as possible approximate the interest and economic intent of such invalid provisions.

(b) This Agreement shall be governed by and construed in accordance with the laws of the State of Connecticut without reference to conflict of law principles. The United Nations Convention on Contracts for the International Sale of Goods and the Vienna Convention on the International Sale of Goods shall not apply. You agree that any disputes brought by You arising under, out of, or in any way connected with this Agreement shall be litigated exclusively in the federal or state courts situated in the State of Connecticut. The FAF may bring an action against You in any location including, without limitation, the State of Connecticut. You hereby consent to the personal jurisdiction of the federal or state courts situated in the State of Connecticut and waive any defense or claim of inconvenient

forum, improper venue, or any similar claim or defense.

(c) FAF reserves the right, in its sole discretion and without prior written notice to You, to modify, augment, or otherwise alter the terms of this Agreement in the course of any term of your usage. You acknowledge and agree that any and all modifications, augmentations and other alterations of this Agreement made by the FAF shall be binding upon you on and as of the posting of such updated Agreement on the Codification web site. You further acknowledge that it is Your duty and obligation to apprise Yourself of, and comply with, the terms of this Agreement, as modified from time to time, each time you access the Codification.

(d) This Agreement may not be assigned by You without the prior written consent of the FAF. The FAF may transfer all or any or its rights or obligations under the Agreement to any third party.

(e) You acknowledge that the Codification may be subject to applicable export control laws and regulations of the United States. Accordingly, You agree not to export or re-export the Codification, directly or indirectly, (a) into any U.S. embargoed countries or (b) to anyone on the U.S. Treasury Department's list of Specially Designated Nationals or the U.S. Department of Commerce Denied Person's List or Entity List. By agreeing to this Agreement, You represent and warrant to the FAF that You are not located in any such country or identified on any such list.

(f) The Codification and related documentation are "commercial items," as that term is defined in 48 C.F.R. 2.101, consisting of "commercial computer software" and "commercial computer software documentation," as such terms are used in 48 C.F.R. 12.212. consistent with 48 C.F.R. 12.212 and 48 C.F.R. 227.7202-1 through 227.7202-4. All U.S. Government end users acquire the Codification with only those rights set forth herein.

(g) Any notice given by FAF under this Agreement may be made via email or provided to You at the time of Your user login. Any notice given by You must be in writing and shall be deemed received by FAF (i) if sent by overnight courier, the second (2<sup>nd</sup>) business day after delivery to such courier, (ii) if sent by personal delivery, upon actual receipt, and (iii) if sent by mail, upon the third (3<sup>rd</sup>) business day after being sent postage prepaid.

\* \* \* \* \*

**TO ACCEPT THESE TERMS AND CONDITIONS AND ACKNOWLEDGE THAT YOU HAVE READ AND UNDERSTAND THE SAME, PLEASE CLICK THE 'I ACCEPT' BUTTON.**