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**OAKLAND UNIFIED
SCHOOL DISTRICT**
Community Schools, Thriving Students

Board Cover Memorandum

To Board of Education

From Kyla Johnson-Trammell, Superintendent
Preston Thomas, Chief Systems and Services Officer
Susan Beltz, Chief Information Technology Officer

Meeting Date August 24, 2022

Subject Ratification by the Board of Education of Service Agreement between Oakland Unified School District and Gartner, Inc.
Contractor: Gartner, Inc.
Services for: July 1, 2022 - June 30, 2023

Ask of the Board Ratification by the Board of Education of Service Agreement between Oakland Unified School District and Gartner, Inc., Stamford, CT, for the latter to provide information technology research and advisory services for the period July 1, 2022 to June 30, 2023 for an amount not to exceed \$44,310.00.

Background The Technology Services department has successfully used Gartner for information technology research and advisory services for 2021-22 and is using this firm going forward for the same services as previously provided.

Discussion The Technology Services department is responsible for recommending, purchasing, implementing and maintaining technology software and hardware across the Oakland Unified School District (OUSD) in an efficient and cost-effective manner. Successful decision-making in this area requires keeping pace with an ever-changing landscape of technology solutions and vendors. Gartner provides objective, rigorous research and expert analysts in virtually all areas of information technology. Ratification of this Agreement will enable OUSD to continue using this service to help ensure continued success on mission-critical technology priorities.

Competitively Bid No. Professional Service Agreement of less than \$96,700.

Fiscal Impact \$44,310 from 2022-23 Funding Resource
010-0000-0-0000-7700-5846-999-9860-9994-9999-99999: General Purpose (GP), Data Processing, License Agreements, Districtwide

Attachment(s)

- Service Agreement

Gartner, Inc. Service Agreement for OAKLAND UNIFIED SCHOOL DISTRICT (“Client”)

This Service Agreement (“SA”), including the General Terms and all applicable Service Descriptions, constitutes the complete agreement between Gartner, Inc. of 56 Top Gallant Road, Stamford, CT 06902 (“Gartner”) on behalf of itself and all wholly-owned affiliates of Gartner, Inc. and Client of 750 E 14TH ST, OAKLAND, CA 94606-2997 (“Client”) for the Services (as defined below). Client agrees to subscribe to the following Services for the term and fees set forth below.

1. DEFINITIONS AND ORDER SCHEDULE:

Services are the subscription-based research and related services purchased by Client in the Order Schedule below and described in the Service Descriptions. Service Names and Levels of Access are defined in the Service Descriptions. Gartner may periodically update the names and the deliverables for each Service. If Client adds Services or upgrades the level of service or access, an additional Service Agreement will be required.

Service Descriptions describe each Service purchased, specify the deliverables for each Service, and set forth any additional terms unique to a specific Service. Service Descriptions for the Services purchased in this SA may be viewed and downloaded through the hyperlinks listed in Section 2 below or may be attached to this SA in hard copy, and are incorporated by reference into this SA.

<u>Service Name</u>	<u>Level of Access</u>	<u>Quantity</u>	<u>Name of User to be Licensed</u>	<u>Contract Term Start Date</u>	<u>Contract Term End Date</u>	<u>Annual Fee USD</u>	<u>Total Fee USD</u>
Gartner for IT Leaders	Individual Access Advisor	1	Susan Beltz	01-JUL-2022	30-JUN-2023	\$44,310.00	\$44,310.00
				Term Total	(Excluding applicable taxes)		\$44,310.00
				Total Services:	(Excluding applicable taxes)		\$44,310.00

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2. SERVICE DESCRIPTIONS:

<u>Service Name/ Level of Access</u>	<u>Service Description URL</u>
Gartner for IT Leaders Individual Access Advisor	http://sd.gartner.com/sd_itl_individual_advisor.pdf

3. PAYMENT TERMS

Gartner will invoice Client annually in advance for all Services. Payment is due 30 days from the invoice date. Client shall pay any sales, use, value-added, or other tax or charge imposed or assessed by any governmental entity upon the sale, use or receipt of Services, with the exception of any taxes imposed on the net income of Gartner.

Please attach any required Purchase Order (“**PO**”) to this SA and enter the PO number below. If an annual PO is required for multi-year contracts, Client will issue the new PO at least 30 days prior to the beginning of each subsequent contract year. Any pre-printed or additional contract terms included on the PO shall be inapplicable and of no force or effect. All PO’s are to be sent to purchaseorders@gartner.com. This SA may be signed in counterparts.

4. CLIENT BILLING INFORMATION

TBD

Purchase Order Number

510-879-8873

Invoice Recipient Tel. No.

Oakland USD, 1011 Union Street, Oakland CA 94607

Billing Address

Susan Beltz

Invoice Recipient Name

susan.beltz@ousd.org (Send invoices to itbilling@ousd.org)

Invoice Recipient Email

Offer valid until 30-JUN-2022

5. AUTHORIZATION

Client:
OAKLAND UNIFIED SCHOOL DISTRICT



Signature

06/23/2022

Date


Susan Beltz

Print Name

Chief Technology Officer

Title

Gartner, Inc.

DocuSigned by:

3C6861B4DAC2436...

Signature

June 24, 2022

Date

Ashley Beluch

Print Name

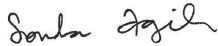
Senior Contracts Specialist

Title

Approved as to form by OUSD
Staff Attorney Joanna Powell
on 6/23/22.



Gary Yee, President, BOE



Sondra Aguilar, Acting Superintendent & Secretary, BOE

General Terms

1. This SA for subscription-based research and related services (the “**Services**”) is non-cancelable, and may be terminated only for material breach by either party, upon 30 days prior written notice, if the breach is not cured within the notice period.

2. **Ownership and Use of the Services** Gartner owns and retains all rights to the Services not expressly granted to Client. Only the individuals named in this SA (each a “**Licensed User**”) may access the Services. Each Licensed User will be issued a unique password, which may not be shared. Client agrees to review and comply with the *Gartner Usage Policy*, which is accessible to all Licensed Users via the “Policies” section of gartner.com. Among other things, the *Gartner Usage Policy* describes how Client may substitute Licensed Users, excerpt from and/or share Gartner research documents within the Client organization, and quote or excerpt from the Services externally.

3. **DISCLAIMER OF WARRANTIES.** THE SERVICES ARE PROVIDED ON AN “AS IS” BASIS, AND GARTNER EXPRESSLY DISCLAIMS ALL WARRANTIES, EXPRESS OR IMPLIED, STATUTORY OR OTHERWISE, INCLUDING, WITHOUT LIMITATION, ANY IMPLIED WARRANTIES OF FITNESS FOR A PARTICULAR PURPOSE OR AS TO ACCURACY, COMPLETENESS OR ADEQUACY OF INFORMATION. CLIENT RECOGNIZES THE UNCERTAINTIES INHERENT IN ANY ANALYSIS OR INFORMATION THAT MAY BE PROVIDED AS PART OF THE SERVICES, AND ACKNOWLEDGES THAT THE SERVICES ARE NOT A SUBSTITUTE FOR ITS OWN INDEPENDENT EVALUATION AND ANALYSIS AND SHOULD NOT BE CONSIDERED A RECOMMENDATION TO PURSUE ANY COURSE OF ACTION. GARTNER SHALL NOT BE LIABLE FOR ANY ACTIONS OR DECISIONS THAT CLIENT MAY TAKE BASED ON THE SERVICES OR ANY INFORMATION OR DATA CONTAINED THEREIN. CLIENT UNDERSTANDS THAT IT ASSUMES THE ENTIRE RISK WITH RESPECT TO THE USE OF THE SERVICES.

4. **Client Confidential Information.** Gartner agrees to keep confidential any Client-specific information communicated by Client to Gartner in connection with this SA that is (i) clearly marked confidential if provided in written form, or (ii) preceded by a statement that such information is confidential, if provided in oral form, and such statement is confirmed in writing within 30 days of its initial disclosure. This obligation of confidence shall not apply to any information that: (1) is in the public domain at the time of its communication; (2) is independently developed by Gartner; (3) entered the public domain through no fault of Gartner subsequent to Client's communication to Gartner; (4) is in Gartner's possession free of any obligation of confidence at the time of Client's communication to Gartner; or (5) is communicated by the Client to a third party free of any obligation of confidence. Additionally, Gartner may disclose such information to the extent required by legal process.

5. **Data Protection.** In performing its obligations under this SA, Gartner and Client will each comply with all applicable data privacy legislation. In providing the services Gartner shall comply with its global privacy policy available at gartner.com/privacy.

6. Miscellaneous

(a) **Assignability.** This SA and the rights granted to Client hereunder may not be assigned, sublicensed or transferred, in whole or in part, by either party without the prior written consent of the other party, except to a successor to (1) substantially all of the business or assets, or (2) any particular set of assets, business, product or service lines of a party, in each case, by merger or acquisition. Where consent is required, it will not be unreasonably withheld.

(b) **Dispute Resolution.** Any unresolved dispute under this SA shall be decided by arbitration conducted in Stamford, Connecticut before a single arbitrator under the administration of JAMS, in accordance with JAMS' Streamlined Arbitration Rules and Procedures. The decision of the arbitrator shall be final and binding, and the award may be entered in any court having jurisdiction. The prevailing party in any arbitration shall be entitled to an award of its reasonable attorneys' fees and costs, in addition to any award of damages or other relief.

(c) **Applicable Law.** This SA shall be governed by and construed in accordance with the procedural and substantive laws of the State of Connecticut, without reference to its conflict of law principles.

(d) **Use of Name, Trademark, and Logo.** Absent the prior written consent of the other party, neither party shall use the name, trademarks, or logo of the other in promotional materials, publicity releases, advertising, or any other similar publications or communications.

(e) **No Third Party Beneficiaries.** This SA is for the benefit of the parties only.

(f) **Surviving Clauses.** Sections 3, 4, 5 and 6 (b), (c), (d), (e) and (f) shall survive the termination of this SA.

SERVICE DESCRIPTION
Attachment to the Service Agreement
GARTNER FOR IT LEADERS
INDIVIDUAL ACCESS ADVISOR

Gartner for IT Leaders Individual Access Advisor (the “Service”) provides clients with access to research and advice about information technology and the functional responsibilities of specific IT roles.

DELIVERABLES

1. Each user designated by Client (“Licensed User”) receives the following Deliverables:

- Core IT Research
- Role-Specific IT Research
- Peer & Practitioner Research
- IT Key Metrics Data
- Diagnostic Tools, Templates, and Case Studies
- Selected Vendor Reports
- Weekly Picks & News Analysis
- Webinars
- Peer Networking
- Talking Technology Series
- Individual Inquiry
- IT Summit Conference Ticket

ADDITIONAL USAGE INFORMATION

Participation in inquiry calls is limited to the Licensed User(s) and the Gartner research advisor only (i.e., non-Users, either inside or outside of the client company, may not attend or otherwise participate on the call).

The Gartner IT Summit Conference Ticket is a numbered identifier (e.g., 424562) that entitles the Licensed User to register for one (1) Gartner IT Summit Conference as specified in the Ticket Letter emailed to Client. Tickets are valid for 12 (twelve) months from the date of issue, per the expiration date on the Ticket Letter. Tickets provided as part of a Gartner Research offering are valid only for Gartner conferences during the contract term of that Research offering. Tickets are transferable within the client company but may not be transferred to another company. A single Ticket may not be used by more than one (1) client employee and may not be used for admission to any Gartner conference other than IT Summit.

Client companies around the world trust Gartner to be objective and independent in its research and advice, and Gartner takes that responsibility seriously. To preserve the objectivity of research, Gartner does not promise clients favorable coverage or leads from its research advisors and analysts. Gartner does not provide access to confidential client information, offer aid to secure capital funding, or sell any product for use in litigation. There are no exceptions. If you have questions, please email ombudsman@gartner.com.

Use of this Service is governed by the [Gartner Usage Policy](#) and the [Gartner Content Compliance Policy](#) which are accessible on the Policies section of gartner.com.

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Gartner Usage Policy

Updated
19 July 2021

Gartner Usage Policy

Welcome to Gartner!

Thank you for purchasing a License to Gartner Research. We've created this Gartner Usage Policy (formerly the Usage Guidelines for Gartner Services) especially for you, the Licensed User. By continuing to use and access this website, you agree to this new title. Through easy to understand rules and practical scenarios, the Gartner Usage Policy is intended to help you use the Gartner Services within your contractual entitlements; and also get the most value from your Gartner relationship.

This **Gartner Usage Policy** is intended to address the following areas:

- Research Documents for Internal Use (within your company)
- Research Documents for External Use (outside your company)
- Inquiry
- Usernames & Passwords

Baseline License: This Gartner Usage Policy constitutes a baseline license that is generally applicable to Licensed Users who have purchased a subscription to Gartner Services. Where a specific Gartner product offering includes entitlements that are different from the baseline license (i.e., additional entitlements communicated in the Service Description or within the Research deliverable itself), the terms of that product offering will apply. Gartner reserves the right to periodically update this Gartner Usage Policy.

Product Specific Usage: As the Gartner product portfolio continues to expand, even baseline usage parameters may slightly vary by the type of Service the client has purchased. If a Licensed User is unclear as to how a usage parameter in this Gartner Usage Policy applies to the Service they have purchased, they should contact their Account Representative for further guidance.

Monitoring of Usage: Please note that Gartner monitors activity on our web site, including use of our Services by Licensed Users. If we see indications that our Services are being used outside of this Gartner Usage Policy, we may contact your company and ask you to investigate your use of the Services and provide us with information to validate that the Services are being used within your contractual entitlement. In the event of non-compliance, Gartner will issue notice of such non-compliance to your company. Following receipt of such notice, your company will have 30 days to correct the non-compliance. In the event your company fails to correct the non-compliance, Gartner reserves the right at its sole discretion to either terminate (or limit access to) the Services or terminate the Service Agreement in its entirety. If you wish to view the practical scenarios, you may do so at [Gartner Usage Policy](#). Gartner reserves the right to periodically update the practical scenarios to address client feedback and business needs. For any questions, contact usageguidance@gartner.com.

Gartner Usage Policy

Research Documents – Internal Use (within your company)

- I. While Gartner owns all right, title and interest in the Gartner Research, we are licensing it to you, the Licensed User, under the following conditions:
 - AS A LICENSED USER, YOU MAY USE THE GARTNER RESEARCH IN THE FOLLOWING WAYS:
 1. YOU MAY OPEN IT: You may open as many Gartner Research documents as you like under the terms of your license, provided that such opening is: (i) for your personal use, (ii) within your job, and (iii) within the scope of your Services; and meets the CONDITIONS set forth below.
 2. YOU MAY PRINT IT: You may print a Gartner Research document for your personal use in your job role, but not for sharing with any third party either inside or outside your company, provided that such printing is: (i) for your personal use, (ii) within your job, and (iii) within the scope of your Service; and meets the CONDITIONS set forth below.
 3. YOU MAY SHARE IT: You may share an excerpted or derivative version of the Gartner Research (see below), but not the entire Gartner Research document, so long as such sharing is (i) internal within your company, (ii) in support of your job role; and meets the CONDITIONS set forth below.

CONDITIONS

- a. It is not done on a systematic or routine basis (e.g., by a Licensed User who consistently distributes a periodic summary or excerpt of Gartner Research or who leverages a company business process that allows non-Users to approach the Licensed User to meet their Gartner Research needs);
- b. It is limited to an internal audience only of no more than 15 people;
- c. It is not done with the intent or effect of avoiding the purchase of additional User licenses;
AND
- d. It is not done by way of any scraper, robot, bot, spider, data mining, computer code, or any other automated device or intelligence, program, tool, algorithm, process or methodology to access, index, acquire, copy, or monitor any portion of the Gartner Research, or any data or content relating to the Gartner Research.

The following uses constitute ACCEPTABLE SHARING of Gartner Research:

- EXCERPTED USE: You may include a small excerpt of Gartner Research (e.g., a few lines of text not to exceed 5 sentences, a paragraph, or a specific graphic) in an internal report or presentation (attributing Gartner as the source).
- DERIVATE USE: You may briefly summarize the Gartner Research in your own words for your project team or senior-level decision makers (attributing Gartner as the source). No derivative use of the Gartner Research by way of artificial intelligence or machine learning is permitted.

The following uses constitute UNACCEPTABLE SHARING of Gartner Research:

- You may not share Gartner Research in either printed or electronic format with any third-party individual either internal or external to your company.
- You may not share Gartner Research with any third-party groups either internal or external to your company via email, intranet posting, or other information storage & retrieval systems.

II. Because Information Technology is rapidly evolving and changing, Gartner Research should only be relied on as of a certain date and time:

➤ AS A LICENSED USER, ONCE YOUR LICENSE TERM HAS ENDED, YOU MUST ADHERE TO THE FOLLOWING RULES:

1. You must delete all soft copies of Gartner Research documents from your internal system. Storing Gartner Research is prohibited.
2. You must destroy all printed copies of Gartner Research documents.

Best Practices for using Gartner Research

What if I want to use Gartner Research internally within my company:

For my own personal use or for a colleague?

Acceptable Use

Dawn (**Licensed User**) can open and access as many Gartner Research documents as she wants within the scope of her company's purchased Service. Dawn can also print a hard copy of any individual Gartner Research document for her personal use - so long as such use is in connection with her job role at her company.

Frank (**Licensed User**) has read a Gartner Research document that he would like to share with his colleagues, Joan and Larry. Gartner permits such sharing through its "Share" option located in the icon bar on the Gartner Research document page. Please note, in order for Joan and Larry to access the Gartner Research document, they must be Licensed Users with the same level of access as Frank. Regardless of whether the recipient is a Licensed User, Gartner as a general rule does not permit the downloading and forwarding of the PDF of the Gartner Research document.

As a summary with a small group of colleagues in a business meeting?

Acceptable Use

Frank (**Licensed User**) read an interesting Gartner Research document on Strategic Cost Management which he would like to share in a business meeting with 10 of his colleagues. Rather than copying and distributing the Gartner Research document in its entirety, he summarizes the main points in a memorandum that he provides to his colleagues. This is an acceptable use so long as (i) the summarizing is not done on a systematic or routine basis (e.g., by preparing and distributing a periodic summary of Gartner Research), (ii) distribution is limited to an internal audience only of no more than 15 people, (iii) it is not done with the intent or effect of avoiding the purchase of additional User licenses, and (iv) it is not done by way of any scraper, robot, bot, spider, data mining, computer code, or any other automated device or intelligence, program, tool, algorithm, process or methodology to access, index, acquire, copy, or monitor any portion of the Gartner Research, or any data or content relating to the Gartner Research.

Unacceptable Use

Dawn (**Licensed User**) is the only Licensed User in her department. She has the sole function of reviewing Gartner Research documents and distributes summaries on (1) a recurring basis and/or (2) to a large number of people in her department. This is an unacceptable use because Dawn is sharing her summary of the Gartner Research document (1) on a systematic or routine basis and/or (2) to an audience of non-Users that extends beyond a 15 person project team. While permitted on an occasional and non-routine basis, Dawn's sharing in this instance is being done on a routine and systematic basis (which eliminates the need to purchase additional User Licenses). If a Licensed User is unclear as to what level of summarizing is permitted under a particular Service, they should consult with their Gartner Account Representative.

As an excerpt/quote for an internal project?

Acceptable Use

Henry (**Non-User**) is working on a project and seeks advice from his colleague, Dawn (**Licensed User**). Dawn jots down some information she learned from Gartner Research documents, including a small excerpt from a Gartner report, and sends it to Henry. The excerpt is properly attributed to Gartner.

Dawn (**Licensed User**) schedules a meeting with her project team and inserts one quote, consisting of 2 sentences, and one graphic from a Gartner Research document into her PowerPoint presentation. She is

careful to properly attribute Gartner per section 6.1 of the [Content Compliance Policy](#) (formerly the Gartner Copyright and Quote Policy).

Unacceptable Use

Frank (**Licensed User**) purchased a Gartner service that he hopes to use to compile a regular weekly "IT Newsletter" for his Non-User colleagues. His plan is to include in that newsletter excerpts from numerous Gartner Research documents that he believes will be of interest to the group. This is unacceptable use. While permitted in connection with an occasional internal report, Frank's sharing may not be done on a routine or systematic basis (which eliminates the need to purchase additional User Licenses). If a Licensed User is unclear as to what level of excerpting or quoting is permitted under a particular Service, they should consult with their Gartner Account Representative.

As the entire Gartner Research document or summaries for my colleagues in a way that is aligned to my entitlements?

Acceptable Use

Dawn (**Licensed User**) is working on a strategic initiative for her company's management. As part of this short-term project, she needs to share pertinent Gartner Research with her Senior Managers. Since Dawn subscribes to a product that includes the right to share a discrete number of documents internally within her company, she is able to share this research with her Senior Managers.

Frank (**Licensed User**) has read a Gartner Research document that he would like to share with his colleagues, Joan and Larry. Gartner permits such sharing through its "Share" option located in the icon bar on the Gartner Research document page. Please note, in order for Joan and Larry to access the Gartner Research document via "Share," they must be Licensed Users with the same level of access as Frank. Regardless of whether the recipient is a Licensed User, Gartner as a general rule does not permit the downloading and forwarding of the PDF of the Gartner Research document.

Henry (**Licensed User**) has been tapped to head up a new team to investigate Cloud Computing for his company. He has found several Gartner Research documents that he would like to share with his team at their next project meeting. Each of the Gartner Research documents that Henry wishes to share contains a watermark with "This Research note is restricted to the personal use of henry.campbell@company.com." Because the service to which Henry subscribes allows him to share 10 Gartner Research documents internally, he can disregard the watermark messaging and use the Gartner Research documents in the manner set forth in the relevant Service Description.

Bill (**Licensed User**) is responsible for conducting a technology assessment for his company. He is planning to use the access he has through his Gartner license to download and internally share a Gartner Research Toolkit to conduct the assessment. This is acceptable use if the Research deliverable contains the following disclaimer: *"Unless otherwise marked for external use, the items in this [Name of Research Deliverable] are for internal noncommercial use by the licensed Gartner client. The materials contained in this Toolkit may not be repackaged or resold. Gartner makes no representations or warranties as to the suitability of this Toolkit for any particular purpose and disclaims all liabilities for any damages, whether direct, consequential, incidental or special, arising out of the use of or inability to use this material or the information provided herein."* In some instances, the Research deliverable is intended to be shared externally and that subset is distinguished with the following demarcation: "Approved for External Use — Not for Resale."

Unacceptable Use

Sally (**Non-User**) is responsible for numerous projects throughout the year and often seeks information from her colleague, Frank (**Licensed User**). Frank researches Sally's project topics on gartner.com and forwards the relevant Gartner Research document(s) in their entirety to Sally. Each of the documents that Frank forwards to Sally contains a watermark with "This Research note is restricted to the personal use of frank.smith@company.com." This is an unacceptable use because Frank does not subscribe to a product that permits this type of sharing and Sally is not a Licensed User. In order for Sally to view a Gartner Research document in its entirety, Client should contact their Account Representative to purchase an additional User

License. The Account Representative will make sure to find an appropriate solution to meet Sally's requirement.

As part of a presentation for his project team, Frank (**Licensed User**) excerpts multiple graphics from a Gartner Research document and inserts full pages of the document into the appendix of his presentation which he plans to share with his project team. This is an unacceptable use because Gartner does not permit wholesale copying or sharing of its Research documents. Gartner does, however, permit the internal use of small excerpts of text and single graphics from Gartner Research documents, so long as (i) the excerpting is not done on a systematic or routine basis (e.g., by preparing and distributing a periodic excerpt of Gartner Research), (ii) distribution is limited to an internal audience only of no more than 15 people, (iii) it is not done with the intent or effect of avoiding the purchase of additional User licenses, (iv) it is not done by way of any scraper, robot, bot, spider, data mining, computer code, or any other automated device or intelligence, program, tool, algorithm, process or methodology to access, index, acquire, copy, or monitor any portion of the Gartner Research, or any data or content relating to the Gartner Research, and (v) there is proper attribution per section 6.1 of the [Content Compliance Policy](#) (formerly the Gartner Copyright and Quote Policy). Alternatively, Frank could purchase a Reprint License so that he could use the entire document, per the terms of his Reprint License.

Because Sally (**Licensed User**) is the only Licensed User in her department and/or within her company, non-Users across the company ask Sally to provide summaries, excerpts and/or simple data points from Gartner Research for their personal business use. As a Licensed User, Sally can only excerpt from or summarize Gartner Research on a non-routine basis. By servicing non-Users across her department or company, Sally's excerpting and summarizing may be viewed as routine (either because she is leveraging a company business process that allows non-Users to approach her to fulfill their Gartner Research needs or because she is servicing so many one-off requests from non-Users that her use of the Service in this manner may be considered routine). These are unacceptable uses because they have the intent or effect of avoiding the purchase of additional licenses.

As the entire Gartner Research document with a department or company wide audience in a way that is aligned to my entitlements?

Acceptable Use

Frank (**Licensed User**) reads a Gartner Magic Quadrant where his company is positioned in the Leader's quadrant for that particular technology. Eager to display this Magic Quadrant on his company's public facing website, Frank purchases a Reprint License of the Magic Quadrant from Gartner. Gartner thereafter sends to Frank a formatted Reprint version of the Magic Quadrant that he may post on his company's intranet site per the Reprint License.

Unacceptable Use

Frank (**Licensed User**) is responsible for researching emerging technologies for his department. When he finds a Gartner Research document of interest he either places the document(s) in a team folder on a shared server or sends out a group e-mail with the attached PDF version of the document(s). This is an unacceptable use because Gartner does not permit Licensed Users to post the PDF version of a Gartner Research document on department or company-wide servers or team share folders. Frank can summarize the relevant Gartner Research document(s) for his team so long as (i) the summarizing is not done on a systematic or routine basis (e.g., by preparing and distributing a periodic summary of Gartner Research), (ii) distribution is limited to an internal audience only of no more than 15 people, (iii) it is not done with the intent or effect of avoiding the purchase of additional User licenses, (iii) it is not done with the intent or effect of avoiding the purchase of additional User licenses, and (iv) it is not done by way of any scraper, robot, bot, spider, data mining, computer code, or any other automated device or intelligence, program, tool, algorithm, process or methodology to access, index, acquire, copy, or monitor any portion of the Gartner Research, or any data or content relating to the Gartner Research. Alternatively, he can purchase a Reprint License for the relevant Gartner Research documents.

By storing on my laptop or office computer/device?

Acceptable Use

Dawn (**Licensed User**) is often called upon to travel in her job role. As such, she likes to read Gartner Research documents on her laptop computer while en route. As a Licensed User, you are allowed to download a PDF version of the Gartner Research document for your own personal use (where PDF capability is an option on gartner.com). As a general rule, however, Gartner does not permit Licensed Users to download a PDF version of the Gartner Research document for the purpose of distributing to others, inside or outside of their company and regardless of whether the recipient is a Licensed User.

Frank (**Licensed User**) found a Gartner Research document that he thought would be interesting to read on a future date. Because he often travels, he decided to store the Gartner Research document on his laptop so that he may access it while offline. This is an acceptable use so long as the storage is for Frank's personal use only (i.e., not intended for re-distribution) and so long as Frank deletes all of the Gartner Research documents stored on his device once his license term has ended.

Unacceptable Use

Sally (**Licensed User**) is an administrator in the IT department of her company and is responsible for providing research access to her department. Oftentimes she likes to forward Gartner Research documents to others in her department working on key projects. To facilitate this distribution, she has downloaded and stored a number of Gartner Research documents to a shared server. As a general rule, Gartner does not permit the downloading and storing of Gartner Research documents on internal storage and retrieval systems for others to access (e.g., interdepartmental servers, company-wide intranet or bulletin boards, SharePoint or other information storage & retrieval systems).

Frank (**Licensed User**) has decided not to renew his Gartner license due to budget constraints. Two weeks prior to his contract end date, Frank peruses gartner.com and downloads a large number of Gartner Research documents that he thinks he will need for future reference. All Gartner content including Gartner Research documents is owned and copyrighted by Gartner. Client companies are permitted to access and view the Gartner Research for the license term set forth in their Service Agreement. Once that license term has ended, the Licensed User is no longer permitted to use or store the Gartner Research and will be expected to delete all remaining copies of Gartner Research documents on its internal systems.

And am willing to purchase additional entitlements?

Acceptable Use

Sally (**Licensed User**) subscribes to a Gartner for IT Leadership Team Plus: Team Leader License and is concerned because the terms in her Service Description for that product are different from the baseline License described in the Gartner Usage Policy. In instances where a specific Gartner product offering includes entitlements that are different from the baseline license in the Gartner Usage Policy, the terms of that product offering will apply (and take precedence over the baseline License in the Gartner Usage Policy) for the duration of Sally's Service Agreement.

For Gartner forecast and/or market share data?

Acceptable Use

Bill (**Licensed User**) is responsible for Market Intelligence. For this quarter's result only (e.g., once), he would like to share with his company's India country manager the Gartner market share data that shows their #1 competitor's revenue results for the quarter in the PC market in India. Bill plans on sharing this excerpt internally only with his company's India Country manager and will appropriately source Gartner (i.e., stamped "company_name" Internal Use Only) and send to the country manager via email. This is an acceptable use because it's a summary-level, small excerpt of data from a Gartner market share report reflecting no more than five (5) competitors, is done on an ad hoc basis (one-time only) and is for occasional use (one-time only) by an individual non-User (the India country manager).

Frank (**Licensed User**) is looking to provide his product marketing team of three (3) people the forecast data for mobile devices for an upcoming strategy meeting. His PowerPoint presentation includes three (3) years of forecast data for two (2) segments and he will appropriately source Gartner (i.e., stamped

"company_name" Internal Use Only). This is an acceptable use because it's a summary-level, small excerpt of data from a Gartner forecast report, is done on an ad hoc basis (one-time only) and is for occasional use (one-time only) by an internal audience only of no more than 15 people.

Unacceptable Use

Susan (**Licensed User**) is the only Licensed User in her Marketing department. She has the sole function of preparing Competitive Analysis for her company. She primarily supports the product management executives. She is repeatedly asked (i) for more than a summary data excerpt OR (ii) to import or otherwise enter Gartner Market Share data into an internal data warehouse or other internal system OR (iii) to post the data set, summaries of the data or excerpts of Gartner Market Share to her company's internal intranet or external website. Each of these is an unacceptable use because Susan is being asked to share Gartner Market Share data on a systematic or routine basis, or import Gartner Market Share Data to an internal data warehouse or other system/tool or post Gartner Market Share data on a company intranet or external website (i.e., the i, ii and iii requests referenced above). For proper use of Gartner Market Share or Market Forecast data contact usageguidance@gartner.com.

REMINDER: This is a baseline license that may vary depending on your purchased product. [Click here](#) for further guidance.

Gartner Usage Policy

Research Documents - External Use (outside your company)

We welcome you, the Licensed User, to open as many Gartner Research documents as you like: for your personal use within your job and within the scope of your Service.

Gartner Research documents cannot be shared (a) outside your company, or (b) via email, internet posting, or other external information storage & retrieval systems.

If your job role requires you to share Gartner Research outside of your company, you may:

- Excerpt or reference with prior written approval from Quote Requests, [here](#), and in accordance with the Gartner Content Compliance Policy (formerly the Gartner Copyright and Quote Policy).
- Purchase a Reprint License for External Use. Contact the [Reprints team](#) for more information on Reprint Licenses.

Best Practices for using Gartner Research

What if I want to use Gartner Research outside my company...

As a Gartner approved excerpt/quote for an external use?

Acceptable Use

Frank (**Licensed User**) is planning a presentation at a local business seminar and wants to incorporate into his PowerPoint quotes from a Gartner Research document. Prior to the presentation, Frank consults the Content Compliance Policy (formerly the Gartner Copyright and Quote Policy) and submits his request to Quote Requests, [here](#), for approval of his proposed use of the Gartner quotes. Following receipt of the Gartner approval, Frank delivers a knock-out presentation.

Sally (**Licensed User**) is not sure how much Gartner content she is allowed to excerpt/quote or otherwise reference in her upcoming article she is publishing for an IT conference. She is struggling with how much she is permitted to quote or reference under the Gartner Content Compliance Policy (formerly the Gartner Copyright and Quote Policy). Wanting to be in compliance, Sally reviews the policy and e-mails Quote Requests for guidance and approval, [here](#).

Unacceptable Use

Dawn (**Licensed User**) who is responsible for issuing her company's press releases, incorporates content from a Gartner Research document into the company's press release without first obtaining written approval from Gartner. This is unacceptable because the Content Compliance Policy (formerly the Gartner Copyright and Quote Policy) requires that all external use of Gartner content receive prior written approval from Gartner. Dawn should review the policy and contact Quote Requests, [here](#), for pre-approval.

And am willing to purchase a Reprint License to share the entire Gartner Research document outside my company?

This Gartner Usage Policy constitutes a baseline license that is generally applicable to Licensed Users who have purchased a subscription to Gartner Services. Where a specific Gartner product offering includes entitlements that are different from the baseline license, the terms of that product offering will apply. Gartner reserves the right to periodically update this Gartner Usage Policy. 2021 Gartner, Inc. and/or its Affiliates. All Rights Reserved. Update: 19-JULY-2021

Acceptable Use

Laura (**Licensed User**) is the head of Public Relations and recently purchased a Reprint License which provides her with distribution rights to a Magic Quadrant in which Gartner placed her company in the Leaders quadrant. Laura would like to share the evaluation with her prospects and clients. After working with and receiving approval from the Gartner Reprints team for the promotional language in her e-mail, Laura may send her email (containing the link to the Reprint) to her prospects and clients. Everyone thoroughly enjoyed reading the Magic Quadrant report in its entirety.

Dawn (**Licensed User**), an Analyst Relations director at her company, purchases a Reprint License of a Vendor Rating Gartner Research document where her company is favorably positioned. Dawn shares the Reprint externally in accordance with the terms of her company's Reprint License with Gartner.

Unacceptable Use

Frank (**Licensed User**), who works for a Public Relations firm, is responsible for researching technology trends on behalf of his clients. When he finds a Gartner Research document of interest he sends to his clients a group e-mail with the copyrighted PDF version of the document(s) as an attachment. This is an unacceptable use because Gartner does not permit Licensed Users to forward via e-mail a PDF version of a Gartner Research document. While Frank cannot share the full Gartner Research document via his group e-mail, he does have two choices; he may either (i) purchase a Reprint License so that he could use the entire document, per the terms of his Reprint License, or (ii) select a few key sentences from the Gartner Research document to share via his group e-mail. If Frank opts for choice (ii) he should contact Quote Request, [here](#), with his draft e-mail containing the few key sentences. Once he receives approval from Quote Requests, he may then e-mail the approved quote to his Clients provided that this quoting is done on a non-routine basis.

REMINDER: This is a baseline license that may vary depending on your purchased product. [Click here](#) for further guidance.

Gartner Usage Policy

Inquiry

We welcome you to call us if you are a Gartner Licensed User with Inquiry Service.

You may use our Inquiry sessions (or Written Responses, as applicable and approved) to discuss:

- Key questions or decisions you are facing
- Interpretation of Gartner Research
- Document reviews of business-related documents (up to twenty (20) pages max including its attachments)
- Proposal reviews for technology purchases such as IT outsourcing proposals (up to twenty (20) pages max per proposal including its attachments)

NOTE: Non-Users, inside or outside the Client company, may not participate on Inquiry sessions or receive copies of Written Responses. For the avoidance of doubt, "participate" in this context means Non-Users:

- May not physically attend an Inquiry session
- May not listen in to an Inquiry session

Inquiry entitlements beyond the baseline service described hereunder may vary by service purchased (not all Services include Inquiry entitlement). For additional guidance on your service-specific entitlements, please consult your account representative.

Best Practices for using Inquiry

What if I want to use Inquiry..

Do all Gartner Services offer access to Gartner Inquiry?

Acceptable Use

After reading a Banking and Investment Services Gartner Research document, George (**Licensed User**) would like to speak with the Gartner Industry research advisor who authored it to ask some second-level questions regarding the information he read. Since George has the necessary Advisor-level access with his Industry Advisory Services License, George may ask Gartner to schedule an Inquiry session with the relevant Gartner Industry research advisor.

Unacceptable Use

Sally (**Non-User**) must provide guidance to her senior leadership team on how to best restructure their network and communications systems. Sally's colleague, Frank (**Licensed User**) schedules an Inquiry session; Sally participates in his place. This is unacceptable use because Non-Users may not participate on

Inquiry sessions. Frank may, however, take notes on his Inquiry session and share those notes with Sally on an ad hoc basis; or alternatively, the company may contact their Account Representative to purchase a User License for Sally so that she can participate in her own right on Inquiry sessions. The Account Representative will make sure to find an appropriate solution to meet Sally's requirement.

Who can join me on an Inquiry session?

Acceptable Use

George (**Licensed User**) is working with a group of colleagues, all of whom have Advisor-level licenses for Industry Advisory Services. They are launching a project related to gaining a competitive edge in the global manufacturing market. In preparation for the launch, George would like to schedule an Inquiry session with an Industry research advisor to better understand the key issues. This is an acceptable use of Inquiry, as all participants have an Advisor-level license for Industry Advisory Services.

Dawn (**Licensed User**) subscribes to the IT Leadership Team solution, and her company has designated her as the **Leader Licensed User**. She and her IT Leadership Team Members are assessing a potential vendor and need to speak to a Gartner research advisor regarding the vendor selection process. As the Leader, Dawn schedules the Inquiry session for herself and the IT Leadership Team Members. This is an acceptable use of Inquiry, as all the participants subscribe to the IT Leadership Team license (i.e., Leader and Member(s)).

Unacceptable Use

Frank (**Licensed User**) is an Enterprise Architect who is responsible for multiple projects throughout the year. Frank likes to have other colleagues join him in his Inquiry sessions to ensure that there is consensus and that all relevant questions are answered during the session. Sometimes, Frank invites a large group of participants to these Inquiry sessions, none of whom has the Advisor-level or team license required for participation. This is an unacceptable use of Inquiry sessions, because only Licensed Users with the correct access level for the relevant service may participate in Inquiry sessions. If Frank wants to have other colleagues participate with him in Inquiry sessions, Frank should contact his Account Representative who will help Frank find an appropriate solution to meet his requirements.

Sally (**Licensed User**) is an administrator in the IT department of her company and currently subscribes to an Advisor-level license for Industry Advisory Services. Often times she sets up Inquiry sessions for others in her department working on key projects (i.e., regardless if the other person is a non-User or Licensed User with a different level of access). Sally never joins the Inquiry sessions. As a general rule, participation in Inquiry sessions is limited to Licensed Users who are entitled to Inquiry for the same type of service under their company's contract with Gartner. Non-Users, inside or outside the Client company, may not participate in Inquiry sessions.

Dawn (**Licensed User**) is an Analyst Relations professional and has scheduled an Inquiry session to discuss a new product launch. Dawn would like to invite Non-Users to participate in the Inquiry session. She promises that they will only listen and not engage with the Gartner research advisor. This is an unacceptable use of Inquiry sessions, because (i) only Licensed Users with the correct access level for the relevant service are permitted to participate, attend, or listen to an Inquiry session; and (ii) Non-Users are prohibited from both (a) physically attending an Inquiry session or (b) listening in to an Inquiry session.

John (**Licensed User**) is a Product Development professional and has scheduled an Inquiry session to discuss a product strategy for which he is collaborating with a third-party vendor. John would like to invite Sally (**Licensed User**) from the third-party vendor to participate in the Inquiry session. This is an unacceptable use of Inquiry sessions, because Inquiry sessions are strategic conversations limited to the Gartner research advisor(s) and the Licensed User(s) from the single client company only. Licensed User(s) from other companies may not participate.

What may I share from the Inquiry session and who may I share it with?

Acceptable Use

George (**Licensed User**) is assigned to a project team and schedules an Inquiry session with Gartner for additional insight on a subject. George may take notes during the Inquiry session and share those notes internally with his colleagues on the project team. Sharing notes from an Inquiry session internally with colleagues on a project team is an acceptable use so long as (i) it is not done on a systematic or routine basis; (ii) distribution is limited to an internal audience only (e.g., project teams of no more than 15 people; if it is more than that please consult usageguidance@gartner.com for additional guidance); and (iii) it is not done with the intent or effect of avoiding the purchase of additional User licenses.

Dawn (**Licensed User**) has read a Gartner Research document for her upcoming vendor selection process. Dawn noticed that Gartner has not published any research for 3 years on the vendor that she is considering. Since Dawn has a Gartner for IT Leaders Advisor license that entitles her to Inquiry, she schedules an Inquiry session with the Gartner research advisor to determine how that vendor is faring in the marketplace. The Gartner research advisor may provide Dawn with up-to-date data and insights to help her in the selection process. Also note: the Gartner research advisor may not recommend that specific vendor to the client for selection.

John (**Licensed User**) is the CIO for a small company in a smaller geography. He is responsible for implementing an ERP system and has read an interesting Gartner Research document, but he is uncertain as to whether the advice provided in the Gartner Research document applies to his company. Since John subscribes to the Gartner for IT Executives CIO product, he schedules an Inquiry session to ask for additional guidance beyond what is published in the Gartner Research document. The Gartner research advisor may provide John with recommendations and information to consider so that John has greater insight to make an informed ERP selection.

Unacceptable Use

Dawn (**Licensed User**) is responsible for numerous cost-cutting initiatives in her company's IT department and would like to work with a Gartner research advisor to set up an Inquiry session to discuss her company's detailed cost-cutting strategy and conduct an in-depth discussion to establish priorities and estimated time frames. Since this request requires additional research and/or the development of supporting material by the research advisor, it cannot be fulfilled in a 30-minute Inquiry session. Alternatively, Dawn may purchase from her Account Representative a Strategic Advisory Services (SAS) Internal Advisory Session.

John (**Licensed User**) contacts Gartner to schedule an Inquiry session about *Camera Depot* and the latest developments in digital SRL cameras, a vendor and topic that Gartner does not cover in its Research. In this case, John must look elsewhere for guidance on this particular vendor and topic.

May I record Inquiry sessions?

Unacceptable Use

Frank (**Licensed User**) schedules an Inquiry session to discuss a Gartner Research document on "Green IT Strategies." Frank wants to record the Inquiry session so that he can share the information he learns with a key group of managers within his company. This is an unacceptable use because Gartner does not permit clients to record Inquiry sessions. While Frank may share personal notes he takes during the Inquiry session, a verbatim recording of the Inquiry session is not permitted.

What if product purchased has different Inquiry entitlements from Gartner Usage Policy?

Acceptable Use

George (**Licensed User**) subscribes to an Executive Programs Leadership Team License and is concerned because the terms in his Service Description for that product are different from the baseline License described in the Gartner Usage Policy. In instances, where a specific Gartner product offering includes entitlements that are different from the baseline license in the Gartner Usage Policy; the terms of that product offering will apply for the duration of George's Service Agreement.

How may I share research advisor Written Responses and who may I share them with?

Acceptable Use

Dawn (**Licensed User**) subscribes to a Gartner license with Inquiry privileges. Instead of scheduling an Inquiry session, she has requested and received permission from Gartner for the research advisor to provide a Written Response to her question. Dawn would like to share the research advisor's Written Response with her CIO. A Licensed User may excerpt from or summarize in their own words a research advisor's Written Response and share that excerpt or summary internally within their company only, so long as (i) the excerpting or summarizing is not done on a systematic or routine basis (e.g., by preparing and distributing a periodic excerpt or summary of Gartner Research); (ii) distribution is limited to an internal audience only of no more than 15 people; and (iii) it is not done with the intent or effect of avoiding the purchase of additional User licenses..

Unacceptable Use

Frank (**Licensed User**) subscribes to a Gartner license with Inquiry privileges. As part of a vendor selection process he is working on, he requests the Gartner research advisor to provide a Written Response regarding the pros and cons of doing business with a particular vendor. Frank decides to share the research advisor's Written Response with that vendor. This is an unacceptable use of research advisor Written Responses, which are confidential and intended solely for use by the Licensed User. Any external sharing of a research advisor's Written Response is in violation of Gartner policy.

Is it permissible for me to share a confidential vendor proposal with the Gartner research advisor?

Acceptable Use

Frank (**Licensed User**) subscribes to a Gartner Service with Inquiry privileges including Proposal reviews. He would like to request the Gartner research advisor to conduct a Proposal review of his upcoming vendor renewal. Frank is concerned that he may be violating the confidentiality provision in his existing vendor contract. Frank should follow the guidance of his legal team in determining whether the terms of his existing contract permit him to share the document with professional advisors who are bound to confidentiality agreements with their clients.

May I use Inquiry for a Document or Proposal review?

Acceptable Use

Frank (**Licensed User**) is gearing up for his strategic marketing plan presentation to his senior management. He has prepared a 15 page presentation that he would like for the Gartner research advisor to review. If Frank subscribes to a license with the appropriate Inquiry entitlements, he may leverage an Inquiry session for a Document review. As a general rule, Gartner research advisors will conduct Document reviews specific to Requests for Proposal (RFP), marketing or business plans, and other business-related documents. The document size may not: (i) exceed 20 pages, or (ii) include any attachments because it is not practical for Gartner or useful to Frank for the research advisor to try to analyze and discuss more than 20 pages during an Inquiry session. Further, it is not a legal service and Gartner will not provide any written responses, redline markups or line-by-line pricing analysis.

Acceptable Use

Dawn (**Licensed User**) is preparing her strategy for an upcoming IT outsourcing negotiation and would like to determine if there is an opportunity to improve the business terms of the proposal. If Dawn subscribes to a license with the appropriate Inquiry entitlements, she may leverage an Inquiry session for a Proposal review. As a general rule, Gartner research advisors will conduct reviews specific to unsigned pricing proposals; business terms and conditions; and negotiation strategies. However, the proposal size may not: (i) exceed 20 pages, or (ii) include any attachments because it is not practical for Gartner or useful to Dawn for the research advisor to try to analyze and discuss more than 20 pages during a discrete Inquiry session. Further, it is not a legal service and Gartner will not provide any written responses, redline markups or line-by-line pricing analysis.

Unacceptable Use

George (**Licensed User**) is in the early stages of preparing to negotiate a software renewal which is a 100 page proposal and includes several attachments. He would like to leverage his Inquiry entitlement and schedule a Gartner research advisor to review and discuss the proposal in its entirety; however, given the 20-page restriction, he intends to schedule a series of Inquiry sessions with the same or different Gartner research advisor(s) to review and discuss 20 pages at a time. This is an unacceptable use of Inquiry because Proposal reviews are limited up to 20 pages max per document including its attachments. It is not practical for Gartner or useful to George for the research advisor to try to analyze and discuss more than 20 pages during a discrete Inquiry session. Further, if George were to break up the review amongst multiple research advisors it would lack consistency or continuity a one-time discreet review would deliver. Lastly, it is not a legal service and Gartner will not provide any written responses, redline markups or line-by-line pricing analysis. Should the proposal and its attachments exceed 20 pages, contact your Account Representative regarding Gartner Consulting's [Contract Optimization](#) Service or the purchase of a Strategic Advisory Services ("SAS") engagement.

Unacceptable Use

John (**Licensed User**), the CMO of his company, is developing sales collateral and messaging before taking his new product to market. He would like to schedule an Inquiry session to ensure the value proposition is messaged correctly for his company's target markets. Even though the sales collateral and messaging is under the 20-page limit, John would also like to include additional reference materials for the Gartner research advisor to review. This is an unacceptable use of Inquiry because Document reviews are limited to the document itself (up to 20 pages) and no additional reference materials will be reviewed. It is not practical for Gartner or useful to John for the research advisor to try to analyze and discuss more than 20 pages during a discrete Inquiry session. Further, it is not a legal service and Gartner will not provide any written responses, redline markups or line-by-line pricing analysis. Should the document you wish to be reviewed include any additional reference materials, you may contact your Account Representative to purchase a Strategic Advisory Services ("SAS") engagement.

Unacceptable Use

Dawn (**Licensed User**) would like for Gartner to review an important hardware proposal for an upcoming renewal. She would like the Gartner research advisor to review the proposal in its entirety however it exceeds 20 pages. To get around the 20 page limitation, Dawn is considering to significantly modify the formatting of the contract. This is an unacceptable use of Inquiry because Proposal reviews are limited up to 20 pages max per document including its attachments. It is not practical for Gartner or useful to Dawn for the research advisor to try to analyze and discuss more than 20 pages during a discrete Inquiry session. Further, it is not a legal service and Gartner will not provide any written responses, redline markups or line-by-line pricing analysis. Should the proposal you wish to be reviewed exceed 20 pages and or include any additional reference materials, you may contact your Account Representative regarding Gartner Consulting's [Contract Optimization](#) Service or the purchase of a Strategic Advisory Services ("SAS") engagement.

REMINDER: This is a baseline license that may vary depending on your purchased product. [Click here](#) for further guidance.

Gartner Usage Policy

Username & Passwords

As a Licensed User, you will receive a unique Username and Password, which is for your personal use only, and may not be shared inside or outside your company/agency. For government clients, company may include agencies responsible for the oversight and administration of specific functions.

There are two exceptions where your Username and Password may be reassigned to another within your company:

- If your job responsibilities substantially change so that you no longer require access to the Gartner Services; or
- If you permanently leave your company.

NOTE: When your company substitutes a Licensed User, the new Licensed User must be located in the same country as the original Licensed User. Where not possible, please consult your Account Representative for an appropriate solution.

NOTE: When your company designates Licensed Users based in the United States, your company acknowledges and agrees that those licenses are offered, sold, provided and serviced solely by Gartner, Inc.

NOTE: In situations where your company desires to assign a license to a contractor/sub-contractor

- The contractor must be a full-time equivalent, meaning they have a company assigned email address, company business cards and function for all intents and purposes as a full-time employee (as opposed to a temporary contractor for a discrete term);
- Company must contractually agree to pass on to contractor the Gartner Usage Policy and to be liable in the event of any misuse or non-compliance with the Services;
- Contractor must agree to only use the Services for your company (i.e., the company that issued the license);
- In no instance is it ever acceptable for a Licensed User to share their Username and Password with the contractor; and
- Upon termination of the contractor's service term with your company please arrange to reassign the User License to another within your company per Gartner Usage Policy referenced above.

Best Practices for proper use of your Username and Password

Why must my Username be my email address?

Acceptable Use

Martha is a newly designated licensed user (**Licensed User**). Since Usernames must be personal to the Licensed User, either Martha's e-mail address at her company or her proper name may be used for her Username.

Unacceptable Use

John Baker, a newly licensed user (**Licensed User**), has recently been assigned a Gartner Core Research Advisor License. John requests that his Username reference the name of his department or his department's generic e-mail address. This is an unacceptable use because Usernames must be personal to the Licensed User and may not reference a company department or departmental e-mail address. An acceptable Username in this scenario is John Baker, or john.baker@client_company.com.

When is it acceptable to assign a new person to an existing license (i.e., swap out Username & Password)?

Acceptable Uses

Judy (**Licensed User**), an IT manager at Client company, leaves Client company to accept employment elsewhere. At Client's request, Gartner will issue a new Username and Password to a substitute Licensed User designated by Client company.

Dawn (**Licensed User**) leaves the IT department of her Canadian-based company and accepts another position in that company that does not require her to access Gartner Research. At Client's request, Gartner may issue a new Username and Password to a substitute Licensed User designated by Client company provided such Licensed User is also based in Canada.

Sally (**Licensed User**) is about to take maternity leave for three months and would like to reassign her license to John while she is on leave. If a Licensed User is out on medical leave, Gartner will allow a license transfer to a different individual so long as (i) the Licensed User is on medical leave greater than 30 consecutive days, and (ii) the license is transferred back to the original Licensed User upon their return from medical leave.

Unacceptable Uses

Frank (**Licensed User**) offers to assist his colleague Sally (**Non-User**) on her work-related project by permitting Sally to log on to gartner.com using his Username and Password. In order for Sally to log on to gartner.com, she would need to have her own User License. Client should contact their Account Representative to purchase an additional User License. The Account Representative will make sure to find an appropriate solution to meet Sally's requirement.

Frank (**Licensed User**) is part of an IT team along with colleagues, Sally and Kate (**each, a Non-User**). Frank administers the Gartner Licenses on behalf of his team. Although Frank's job has not substantially changed, he thinks that Sally could benefit from access to Gartner Research. Frank assigns his Username and Password to Sally for the duration of the project; and when the project is completed, Sally reassigns the Username and Password to Frank. Frank (**Licensed User**) then assigns his Username and Password to Kate (**Non-User**) so that she may access the Gartner Services. This is an unacceptable use because Gartner does not permit systematic "recycling" of a single Gartner User License.

Substitutions of Licensed Users are permitted only on a non-routine basis in two discrete situations: (1) where the original Licensed User permanently leaves Client company, or (2) where there is a substantial change in the original Licensed User's job responsibilities so that he/she no longer requires access to Gartner Research.

REMINDER: This is a baseline license that may vary depending on your purchased product. [Click here](#) for further guidance.

[Become a Client](#)

Content Compliance Policy

f/k/a Copyright and Quote Policy

Gartner Content Compliance Policy f/k/a Copyright and Quote Policy

THIS DOCUMENT CONTAINS LINKS WHICH SHOW EXAMPLES AND BEST PRACTICES

Last Updated: September, 2021 ([View Revision History](#))

Introduction

Gartner, Inc. delivers actionable, objective insight to executives and their teams. Our expert guidance and tools enable faster, smarter decisions and stronger performance on an organization's most critical priorities. To protect this objectivity, we have strict standards for how others may externally use our content/intellectual property.

Gartner's intellectual property ("IP") is subject to trademark and copyright protections, regardless of where and how it is referenced. **This policy (the "Policy") defines how you may use our IP.** The Policy also applies to any third party that writes and/or promotes content on your behalf, including your partner organizations. All decisions are at the sole discretion of Gartner Content Compliance, or its delegates, and are final. For the purposes of the Policy, Gartner IP includes, but is not limited to,

Policy Index

[Overview](#)

[Anti-Bribery Policy \(PDF\)](#)

[Antitrust Policy \(PDF\)](#)

[Code of Conduct](#)

[Conference Registration Terms and Conditions](#)

[Conflict of Interest \(PDF\)](#)

[Content Compliance Policy f/k/a Copyright and Quote Policy](#)

[Corrections](#)

[Fraudulent Communications](#)



Gartner's name, logo, graphics, badges, images, trademarks, copyrights, and references to Gartner published research material and experts (including, analysts, advisors, and researchers).

How to submit a quote or usage request:

[Email Your Request](#)

[Submit it Online](#)

Be prepared to submit the following:

- The original Gartner published research source (include a link to the document or a PDF) or link to the original Gartner Peer Insights, Capterra, Software Advice, or GetApp link from which the quote is taken;
- Your draft materials (include a mock-up for webpages, booth designs and marketing slicks — no screenshots please) in which the Gartner reference(s) will appear; and,
- If your content comes from pivot tables or charts, include screenshot(s) of referenced or manipulated pivot tables or charts.

Turnaround time: Please allow up to two (2) business days for review. **Note:** Requests that require multiple rounds of review or expert involvement may take longer.

View policy in: [Chinese](#) | [Japanese](#)

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[Gartner's Supplier Code of Conduct \(PDF\)](#)

[Human Rights Policy](#)

[Modern Slavery Act Statement \(PDF\)](#)

[Payment Portal](#)

[Privacy](#)

[System Requirements](#)

[Talent Network Privacy Notice \(PDF\)](#)

[Terms of Use](#)

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1. Policy Essentials

- a. To receive approval, you must have legitimate access to the Gartner IP you are displaying or quoting. For the purposes of this Policy, you

- have legitimate access to Gartner IP if you are an entitled client or are quoting from a licensed reprint.
- b. Quotes, excerpts, references, and graphics must be attributed to:
 - 1) research officially published on gartner.com that has not been archived,
 - 2) a Gartner press release,
 - 3) a Smarter With Gartner post,
 - 4) a Gartner published book,
 - 5) the Gartner IT Glossary, or
 - 6) a Gartner Summit or Symposia slide deck, or
 - 7) published reviews on Gartner Peer Insights
 - c. Quotes, excerpts, references, and graphics from “archived research” are prohibited. All quotes, excerpts, references, and graphics from: 1) a Gartner press release, 2) a Smarter With Gartner post, 3) a Gartner Conference expert presentation, or 4) a Gartner Peer Insights review must be less than 12 months old.
 - d. Quotes found in media or third-party sources are not allowed. [Why?](#)
 - e. All excerpts must be lifted verbatim, in their entirety, and appear accurately with all relevant context. Paraphrasing is not allowed.
 - f. Company-, product-, or services-specific quotes found in expert-opinion research are strictly prohibited. [Why?](#)
 - g. Gartner IP may not be used to endorse a vendor, product or service, or to criticize another company. Forbidden use includes reports in their entirety or quotes. [Examples and Scenarios.](#)
 - h. No custom expert quotes — formal or informal — are allowed. Only research that has been published on gartner.com may be excerpted; this means that informal comments made by experts in any forum (for example, on the Gartner Blog Network, in response to an inquiry, etc.) may not be quoted.
 - i. External use of custom reports or consulting deliverables is prohibited except under very limited circumstances (see Section 3.1).
 - j. No more than 10% of a published Gartner research document may be excerpted for use in any client document.
 - k. If you are quoting expert-opinion research, no more than 30% of your document or promotional materials (including booth signage) may consist of Gartner published research or references (the “70/30 rule”). [Why?](#)
 - l. Industry-general graphics or tables from a Gartner published research document must be shown in their entirety with no changes.
 - m. Vendor-specific graphics or tables that reflect product or service rating, ranking, recognition or positioning may be excerpted from

Forecast and Market Share reports, as well as “branded” research (see [Section 3.4](#)). No other vendor-specific content may be excerpted.

- n. The Gartner logo and Gartner IP based on expert opinion may not appear in corporate boilerplate text and/or email signature stamps. [Why?](#)
- o. The official “About Gartner” boilerplate text on gartner.com may not be included in any external communications, press releases, marketing materials, or regulatory filings.
- p. “Gartner” may not appear as the first word in the headline/subhead of your press release, newsletter, social media post or email subject line. [Why?](#)
- q. You may display Gartner content alongside Gartner competitor content, but in so doing, you must clearly distinguish the different research reports from each other. Further, comparing Gartner methodologies with those of our competitors, or creating a side-by-side comparison between Gartner graphics and those of our competitors, is strictly prohibited. [Examples](#).
- r. We do not allow promotion on third-party websites deemed competitive to Gartner. [Why?](#)
- s. All external promotion of data and content from Gartner acquisitions, including but not limited to Gartner Digital Markets and the entity formerly known as CEB, is considered Gartner IP and is subject to the Policy.
- t. You may not use Gartner IP in any manner that competes with an existing Gartner offering.

2. Rules for Usage and Quotes Based on Context

2.1 Limited Audience Documents

“Limited Audience” documents are not accessible by, or distributed to, the general public; they are available only to a limited audience of the client’s own subscribers, customers or prospects. Provided you comply with the provisions of the Policy, including the limits set out in [Sections 1, 3.3, 3.4a, 3.4b, 3.5, 3.8 and 3.9](#), you do not need approval to quote Gartner published research in “Limited Audience” documents. These documents include only:

- Documents or presentations tailored to a specific prospect or customer organization; examples include: Requests for Proposals (RFPs), Requests for Information (RFIs), Requests for Quotes (RFQs), Invitations for Bid (IFBs), Invitations to Bid (ITBs);.

- Equity and fixed income research reports and related marketing presentations of professional investment advisers;
- Confidential investment banking pitch books used to market investment/financing opportunities (but not the offering documents themselves);
- Road show presentations for securities offerings (but not the offering documents themselves), provided that you have already received approval to use the Gartner published research in the related registration statement, prospectus, private placement memorandum, confidential information memorandum or other offering document as set out in Section 2.4, and the approved Gartner content has not been altered in any way.
- Note: Client & Prospect Reports generated from cloud comparative data (Gartner IDEAS Competitive Profiles) may only be used in Requests for Proposal (RFPs), Requests for Information (RFIs), Invitations for Bid (IFBs), Invitations to Bid (ITBs) (See [Section 3.8](#)).

Note: "Limited Audience" documents do not include equity, debt of any other securities offering documents (except for as noted within).

You must include the following disclaimer when you reference Gartner intellectual property that does not include "Gartner IDEAS Competitive Profiles Client & Prospect Reports" or ITKMD data (See [Section 3.5](#) for the proper ITKMD disclaimer):

All statements in this report attributable to Gartner represent [Enter Client Name's] interpretation of data, research opinion or viewpoints published as part of a syndicated subscription service by Gartner, Inc., and have not been reviewed by Gartner. Each Gartner publication speaks as of its original publication date (and not as of the date of this [presentation/report]). The opinions expressed in Gartner publications are not representations of fact and are subject to change without notice.

The Content Compliance Team is available to help verify quote accuracy and appropriateness. Contact us at quote.requests@gartner.com

2.2 Litigation, Takeovers and Antitrust/Competition Matters

We do not allow external use of Gartner IP in connection with 1) corporate takeovers; 2) federal, state, or international trademark application filings; 3) litigation or enforcement actions; or 4) antitrust or competition law matters (including but not limited to merger or joint venture filings). However, to the extent you are compelled by court order or other legal obligation to produce Gartner IP, you must:

1. If you already have a protective court order, identify for Gartner the documents that you believe must be produced and the justification for why you believe each document is responsive to a particular request, at least 45 days before you are required to produce the Gartner document(s);
2. If you do not have a protective court order, provide Gartner at least 60 days' advance notice to move in the appropriate court for one; and
3. In the event that you produce a Gartner document, designate it "Highly Confidential — Attorneys' Eyes Only," or, if that designation is not available, the most protective designation of confidentiality pursuant to a protective order that has been entered by the court or regulator in the applicable litigation or enforcement action.

2.3 Materials Promoting Reprints, Custom Newsletters, Webcasts and/or Events That Feature a Gartner Expert

In addition to Section 1:

- **Graphics:** To include the Gartner Magic Quadrant, Critical Capabilities, or other branded research graphics within your promotional materials, please review the relevant parameters under Section [3.4b](#).
- **Logos:** To include Gartner logos within your promotional materials, please review the relevant parameters under Section [2.9](#).
- **Recognition:** To include placement, scores, designation or other branded research recognition references within your promotional materials, please review the relevant parameters under Section [3.4a](#).
- It must be clear that Gartner is being featured and not co-hosting or co-sponsoring the product or event (for example, "An ABC Company newsletter, featuring Gartner Research" or "An ABC Company webcast, featuring Gartner Expert, John Doe").
- Gartner content must be clearly differentiated from your marketing message.
- Gartner excerpts or references must be industry-general (that is, not about your company, products or services).

2.4 Securities-Related Materials

2.4a Securities Offerings and Reports to Stockholders

In addition to Section 1:

Except for Gartner's logos, badges, images and "branded graphics" (for example, Magic Quadrant graphics; see Section [3.4b](#)) and subject to

certain conditions listed below, Gartner's IP may be included in:

- i. registration statements, prospectuses and reports filed with, or furnished to, the Securities and Exchange Commission ("SEC"), stock exchanges or other analogous state or foreign securities agencies or authorities relating to the offering of equity, debt or other securities;
- ii. private placement offering memoranda and confidential information memoranda relating to the offering of equity, debt or other securities, or other transactions; and
- iii. other reports to security holders, including but not limited to, president's and chairman's letters, and annual and quarterly reports, whether or not filed.

The conditions are as follows:

- i. All requested quotes or excerpts from Gartner published research must be approved by Gartner Content Compliance in writing;
- ii. The issuer of the securities or reporting person must execute (by an authorized signatory) [Gartner's Quote Indemnification Agreement](#). Consent to quote will not be provided without a signed Quote Indemnification Agreement.
 - The following is a list of the applicable Gartner Quote Indemnification Agreements:
 - [Generic Annual/Quarterly Report to Stockholders](#)
 - [International 20F Annual Report Indemnification Agreement](#)
 - [International Private Placement Indemnification Agreement](#)
 - [International Public Offering Indemnification Agreement](#)
 - [US 10K/10Q Indemnification Agreement](#)
 - [US Private Placement Indemnification Agreement](#)
 - [US Public Offering Indemnification Agreement](#)
 - [US 8K Indemnification Agreement](#)
 - The Quote Indemnification Agreement is non negotiable.
 - Each use of a Gartner quote, excerpt, or reference must be included in "Exhibit A" of the Quote Indemnification Agreement, with full attribution given to the relevant Gartner IP, applicable date, and all required disclaimers.
 - Each use of a Gartner quote, excerpt or reference must be submitted within the immediate context (that is, the paragraph containing any Gartner references, as well as the paragraph before and after the Gartner paragraph); and
- iii. As stated above, Gartner logos, badges, and/or "branded graphics"

(for example Magic Quadrant graphics; see [Section 3.4b](#)) may not be included in securities offerings or other documents; and

- iv. The following disclaimer must be included in the securities offering or other documents:

The Gartner content described herein (the “Gartner Content”) represent(s) research opinion or viewpoints published, as part of a syndicated subscription service, by Gartner, Inc. (“Gartner”), and are not representations of fact. Gartner Content speaks as of its original publication date (and not as of the date of this [type of filing]), and the opinions expressed in the Gartner Content are subject to change without notice.

2.4b Earnings Calls and Announcements/Press Releases

In addition to Section 1:

Gartner’s logos, badges, images and “branded graphics” (for example, Magic Quadrant graphics; see [Section 3.4b](#)) may not be included in earnings announcements, press releases, or supplemental documentation. However, references to Gartner’s IP may be included, provided all of the below are met:

- i. Such references are preapproved by Gartner in writing;
- ii. Such references are submitted to Gartner within the immediate context (that is, the paragraph containing any Gartner references, as well as the paragraph before and after the paragraph containing the Gartner references); and
- iii. Attribution and all required disclaimers are included.

Watch this [instructional video](#) to help guide you on the Do’s and Don’t’s for using Gartner content in your earnings call script and Q&A.

IMPORTANT: Failure to secure Gartner’s pre-approval may result in measures that could include an immediate quote ban and reprints black-out of up to three months (see [Section 6.4](#))

2.5 Digital Media

In addition to Section 1:

If you want to reference Gartner IP on a corporate digital media channel (for example, Facebook, LinkedIn, Twitter), you must obtain Gartner approval in advance. If you want to reference Gartner IP on a personal digital media channel (for example, using a personal Facebook, LinkedIn, Twitter, Instagram, Pinterest profile), you do not need permission; however, the provisions of this Policy still apply. We

differentiate between “corporate” and “personal” channels because corporate channels represent a company’s overall point of view, while a personal channel represents an individual’s personal opinion. That said, Gartner reserves the right to pursue any gross misrepresentation of Gartner IP, even in personal digital media channels.

Corporate Digital Media Channels: Submit drafts posts for review and approval before posting. Subsequent responses do not require Gartner approval, but must follow the Policy.

Personal Digital Media Channels: While you do not need to submit postings to Gartner for review and approval, they must follow the Policy.

[Click here](#) for examples.

2.6 Booth/Event Signage

In addition to Section 1:

If you want to reference or incorporate Gartner IP in booth event signage, you must obtain Gartner approval before the signage is printed. The following rules apply:

- You must submit the complete draft booth layout design with the Gartner IP included.
- No more than 30% of your overall signage messaging may consist of Gartner IP based on expert opinion (that is, research written by Gartner Research and Advisory.
 - Gartner IP based on customer reviews, aka “User-generated content,” is not part of the 70/30 rule. [Why?](#)
- You must include attribution and the appropriate disclaimer when applicable (for example, when stating Magic Quadrant positioning). [Why?](#)
- Gartner’s logos and badges must be secondary in position to your logo and at least 10% smaller in size. This means your logo or other trademarks must be the primary image in your signage (relative to both size and positioning). [See Proper Use of Gartner's Logos and Badges. Why?](#)
- You may not place Gartner’s logos and badges next to, or bundled with, your logo or any other logos. [Why?](#)
- You may not include Magic Quadrant graphics or any other graphics that rate, rank, score or list vendor recognition in your signage.
- If you have licensing rights to a report, you may include a [QR Code](#) on your signage that provides attendees access to the full report.

- You may not include vendor-specific graphics from firms that compete with Gartner. [Why?](#)
- You may display Gartner content alongside Gartner competitor content, but in so doing, you must [clearly distinguish](#) the different research reports from each other.

2.7 Video

In addition to Section 1:

If you want to reference Gartner IP or record a voice-over Gartner reference without any visuals in a video you are producing, you must obtain Gartner approval **preproduction**.

- You must submit thumbnails and/or a draft script of the complete video with the intended Gartner content for contextual review.
- Per [Section 1](#), no more than 30% of your video messaging may consist of Gartner references or quotes.
- You must include full attribution and the appropriate legal disclaimers when applicable (for example, when stating Magic Quadrant positioning).

2.8 Quotes for Multiple Use in Proposals and Presentations

[section intentionally omitted]

2.9 Intellectual Property – Trademarks

Gartner's logos, badges, and images may only be displayed after securing express, written permission from Gartner.

2.9a Proper Usage

- a. Except when receiving something that Gartner has specifically classified as an "award," Gartner's logos, badges, and images may not be used to imply an award.
- b. Your logo must be the primary image (in both size and positioning) in your promotional materials and at least 10% larger in size than Gartner's logos, badges, and images. [Why?](#)
- c. Gartner's logos, badges, and images may not be placed next to, or bundled with, your logo or any other logos.
- d. You may not alter any element of Gartner's logos, badges, and images (elements that may not be changed include typeface and font, proportion, orientation and color).

- e. Gartner's logos, badges, and images may not appear in:
 - Your press release;
 - Email signature blocks (except when using the approved Gartner Peer Insights, Gartner Conferences, or Gartner Digital Markets widgets);
 - Securities offering documents; or
 - Annual reports. [Why?](#)
- f. The Gartner Cool Vendor badge and the Gartner Peer Insights Customers' Choice badge may be displayed in perpetuity.
 - To use the Gartner Cool Vendor badge, you must include:
 - Full report attribution; and
 - Proper disclaimer as listed in Section 2.9b.
 - To use any other Gartner badge, you must include:
 - The full report attribution;
 - Proper legal disclaimer as listed in Section 2.9b; and
 - A link to your official landing page.

Please reference: [Proper Use of Gartner's Logos and Badges](#).

2.9b Additional Guidance (if applicable) and Required Disclaimers

Except in digital media with character limitations (for example, Twitter), the disclaimers listed below **MUST** appear with any/all content reference(s) (when there is a true character limitation, you may forgo the disclaimer, provided that you link to something that hosts the full disclaimer, such as a blog post or a landing page):

i. Gartner logo

You may include the Gartner logo when promoting a Gartner Custom Newsletter, a Gartner Webcast or an expert speaking engagement (see [Section 2.3](#)). To promote content you licensed from Gartner, you may only use the logo and brand that appears on the content (for example, licensed reprints).

Required disclaimer: *GARTNER is a registered trademark and service mark of Gartner, Inc. and/or its affiliates in the U.S. and internationally and is used herein with permission. All rights reserved.*

ii. Gartner Cool Vendor badge

Required disclaimer: *The GARTNER COOL VENDOR badge is a trademark and service mark of Gartner, Inc. and/or its affiliates and is*

used herein with permission. All rights reserved. Gartner does not endorse any vendor, product or service depicted in its research publications and does not advise technology users to select only those vendors with the highest ratings or other designation. Gartner research publications consist of the opinions of Gartner's Research & Advisory organization and should not be construed as statements of fact. Gartner disclaims all warranties, expressed or implied, with respect to this research, including any warranties of merchantability or fitness for a particular purpose.

iii. **Gartner Peer Insights logo**

The Gartner Peer Insights logo may be displayed in your email signature stamps only when you include the approved widget provided by Gartner Peer Insights.

Required disclaimer: *The GARTNER PEER INSIGHTS Logo is a trademark and service mark of Gartner, Inc. and/or its affiliates and is used herein with permission. All rights reserved. Gartner Peer Insights reviews constitute the subjective opinions of individual end users based on their own experiences and do not represent the views of Gartner or its affiliates.*

iv. **Gartner Meerkat image**

Required disclaimer: *The Gartner Meerkat image is a service mark of Gartner, Inc. and/or its affiliates and is used herein with permission. All rights reserved. Gartner Peer Insights reviews constitute the subjective opinions of individual end users based on their own experiences and do not represent the views of Gartner or its affiliates.*

v. **Gartner Peer Insights Customers' Choice badge**

Required disclaimer: *The GARTNER PEER INSIGHTS CUSTOMERS' CHOICE badge is a trademark and service mark of Gartner, Inc. and/or its affiliates and is used herein with permission. All rights reserved. Gartner Peer Insights Customers' Choice constitute the subjective opinions of individual end-user reviews, ratings, and data applied against a documented methodology; they neither represent the views of, nor constitute an endorsement by, Gartner or its affiliates.*

3. Rules for Usage and Quotes Based on Content

Type

3.1 Custom Client Engagements and Consulting Deliverables

Gartner does not allow any custom client reports, surveys, or consulting deliverables to be shared externally, except under the following limited circumstances. A client may share the report or deliverables with:

- i. its outside auditors and/or accountants,
- ii. third parties who have signed appropriate confidentiality agreements with the client and with whom the client has engaged to review or implement suggestions, or to further research the content contained in the deliverables; or
- iii. governmental or regulatory bodies as required by law.

Under no circumstances may custom client reports, surveys or consulting deliverables be shared with potential investors in connection with any securities offering or quoted in whole or in part in any securities offering documents, or annual, quarterly or any other reports to stockholders.

3.2 Gartner Weblogs

Comments or opinions expressed on Gartner weblogs may be copied and redistributed:

- on other weblogs for noncommercial company use;
- for personal and private use; and
- by members of the media.

No other use is permitted. [Why?](#)

3.3 Forecasts and Market Shares

In addition to Section 1:

- You may only use data from the most recently published Gartner Forecast or Market Share reports.
- Vendor data comparisons must include at least three vendors (that is, no one-to-one vendor comparisons are allowed).
- You may not commingle Gartner Forecast and Market Share data with content from any other source.
- To ensure complete context, you must include all ranking descriptors in your statement:

- relevant region;
 - relevant time frame;
 - basis for ranking, and
 - relevant market segment/sub-segment (note: all market segment and sub-segment terminology used must match the terminology used by Gartner in the published Forecast and Market Share research report). [See examples](#).
- To compare your company's current market share results with data from a "Market Share Analysis" report from the previous year, you must first confirm that you are working with the latest published data. To be sure you have the latest data, check the pivot table from the corresponding "Annual Software Market Share" database report. [Why?](#)
 - When using data from preliminary research documents, state this clearly in the ranking statement.
 - You may excerpt up to three tables or charts from any specific Forecast and Market Share research report in your document. You may also incorporate up to three excerpted tables or charts from multiple Forecast and Market Share research reports in your document, provided the total Gartner data does not exceed 30% of your total content.
 - When including your own chart or graphic based on Gartner published Forecast or Market Share research, include the following disclaimer along with the attribution:
 - **Charts/graphics created by [Company name] based on Gartner research.** Source: Gartner, Inc., [title], [expert name(s)], [publication date].
 - When providing your own data points alongside Gartner's (understanding your data may not be commingled with that of Gartner's), include the following attribution: **"Calculations performed by [company name]."**

3.4 Gartner "Expert-Opinion Branded Research": Cool Vendors, Critical Capabilities, Hype Cycle, Magic Quadrant, Market Guide and Vendor Rating

Click [here](#) for examples and [here](#) for editorial guidelines when positioning branded research. Use the templates below to help in the preparation of your press release.

Press Release templates:

- [Cool Vendors](#)

- [Critical Capabilities](#)
- [Hype Cycle](#)
- [Magic Quadrant](#)
- [Market Guide](#)
- [Vendor Rating](#)

Press Release examples:

- [Cool Vendors](#)
- [Critical Capabilities](#)
- [Hype Cycle](#)
- [Magic Quadrant](#)
- [Market Guide](#)
- [Vendor Rating](#)

3.4a Excerpting From Gartner-Branded Research

In addition to Section 1:

- Any references from these documents to vendor designation, recognition, rating or placement **MUST** include the following disclaimer, prominently displayed within your promotional materials:

Gartner does not endorse any vendor, product or service depicted in its research publications, and does not advise technology users to select only those vendors with the highest ratings or other designation. Gartner research publications consist of the opinions of Gartner’s research organization and should not be construed as statements of fact. Gartner disclaims all warranties, expressed or implied, with respect to this research, including any warranties of merchantability or fitness for a particular purpose.

For **Magic Quadrant** and **Market Guide** research:

- Magic Quadrant graphics may be included on homepage banners to promote licensed reprints, as long as they comply with the following:
 - The graphic must appear in full, without any alterations;
 - The graphic may only appear within a banner (that is, not dominate the homepage – [see examples](#)); and
 - The banner must link directly to (a) the full Magic Quadrant licensed reprint report, (b) a registration landing page, or to a press release that leads to either (a) or (b).
- Magic Quadrant placement and Market Guide inclusion is not a “stack

ranking” or “rating.”

- When stating Magic Quadrant positioning, you may say: named, placed, positioned, acknowledged, recognized, evaluated, identified.
- You may not state your company is: featured, highlighted or showcased, or imply any of these.
- All claims of “validation” “testament” “accolade” “evidence” (or other words with the same meaning) must appear as your company’s opinion and not reflective of a Gartner endorsement. [See examples.](#)
- You may use retrospective and/or comparative wording. [See examples.](#)
- When excerpting from “Magic Quadrant Descriptions,” you must lift the full description to ensure context. No partial excerpting is permitted.

Click [here](#) for helpful hints to expedite approvals.

For **Critical Capabilities** research:

- Critical Capabilities graphics may be included on homepage banners to promote licensed reprints, as long as they comply with the following:
 - The graphic must appear in full, without any alterations;
 - The graphic may only appear within a banner (that is, not dominate the homepage – [see examples](#)); and
 - The banner must link directly to (a) the full Critical Capabilities licensed reprint report, (b) a registration landing page, or to a press release that leads to either (a) or (b).
- To reference specific use case(s) from a Critical Capabilities report, clearly name the specific use case(s).
- To reference your Product or Service Score for a specific use case, you must also include the highest possible score to ensure proper context (for example, 4.4 out of 5).
- To reference your Product or Service Score from the updated use cases listed in the Additional Perspectives update report, you must also include the highest possible score (for example, 4.4 out of 5), and an “as of date,” to ensure proper context.
- You may not perform your own calculations using data from Critical Capabilities reports. That is, you must only list your Product or Service Score for a specific use case.
- Product or Service “Ratings” on Critical Capabilities (“Table” data) may not be quoted or cited.
- Only “Figure” graphics may be excerpted from these reports

(provided licensing rights are secured); “Table” graphics are not allowed. [What is the difference between them, and why?](#)

Click [here](#) for helpful hints to expedite approvals.

For Gartner **Cool Vendor** research:

- If you want to use the Gartner [Cool Vendor badge](#), please refer to the parameters set forth in [Section 2.9a](#) and [2.9bii](#).
- The Gartner Cool Vendor designation may not be referred to as an award.
- You may quote from Gartner Cool Vendor documents until the report is archived. After this time, you may no longer quote text from the report, but you may continue to indicate that you were designated as a Cool Vendor in perpetuity. For this, you must include proper attribution and disclaimers.
- If you are included in the “Where Are They Now?” section of a Cool Vendor report, this does not entitle you to use the Cool Vendor badge from the most recent report or to state that the mention again designates you as a Cool Vendor.

Click [here](#) for helpful hints to expedite approvals.

3.4b Displaying Graphics From Gartner Expert Opinion Research

In addition to Section 1:

- **External distribution of DRAFT graphics provided during Research Fact Review is strictly prohibited.** Any external use of draft graphics is considered an egregious violation and may result in an immediate quote and reprints ban of up to three months (see [Section 6.4](#)).
- Graphics may be displayed in specific approved contexts: homepage banners or registration webpages, blogs, e-newsletters, other social media, videos, and presentations — provided:
 - The graphic is displayed exactly as the original. Edits, changes or enhancements are strictly prohibited and may result in an immediate quote and reprints ban of up to three months (see [Section 6.4](#)). Abstract representations of branded graphics in marketing materials are also prohibited. [Why?](#)
 - You purchase reprint distribution rights: You may only promote these graphics **EXTERNALLY AFTER** you receive the reprint deliverable from your Reprints Marketing Program Manager, not before. These graphics require the full report to ensure proper context. This is a stipulation for approval.

- The following disclaimer paragraphs **MUST** appear with the graphic:

This graphic was published by Gartner, Inc. as part of a larger research document and should be evaluated in the context of the entire document. The Gartner document is available upon request from [insert client name or reprint URL].

Gartner does not endorse any vendor, product or service depicted in its research publications and does not advise technology users to select only those vendors with the highest ratings or other designation. Gartner research publications consist of the opinions of Gartner's research organization and should not be construed as statements of fact. Gartner disclaims all warranties, expressed or implied, with respect to this research, including any warranties of merchantability or fitness for a particular purpose.

- You may not use “customized” graphics from interactive Magic Quadrant or Critical Capabilities reports externally.
- You may use specific “use case” graphics from Critical Capabilities, provided you clearly label each and include a text reference to the total number of use cases in the document for proper context.
- You may not position Gartner published research graphics, such as Gartner Magic Quadrants, in marketing and promotional materials next to research graphics from other research organizations.. [Why?](#)

Example Slides:

- [Gartner Cool Vendor](#)
- [Gartner Critical Capabilities](#)
- [Gartner Hype Cycle](#)
- [Gartner Magic Quadrant](#)
- [Gartner Market Guide](#)
- [Gartner Vendor Rating](#)

3.5 IT Key Metrics Data

Materials and/or data in Gartner published IT Key Metrics Data (ITKMD) reports may be accessed by any client with access rights. However, only licensed users of Professional Services and the Professional Services Knowledge Specialist product (collectively, “PS”) may share with their clients or prospects (to a Limited Audience only—see [Section 2.1](#)) select results of ITKMD reports as long as they **do not**:

- imply that the Gartner ITKMD methodology is one that the vendor follows itself in its own calculations;
- benchmark customers' data against ITKMD data;
- commingle ITKMD data with any other data; or
- use ITKMD for setting outsourcing contract pricing with vendors.

3.6 Toolkits

Unless otherwise marked for external use, the items in Gartner Toolkits are for internal, noncommercial use by the licensed Gartner client.

3.7 Gartner Peer Insights and Gartner Digital Markets

Visit the [Gartner Peer Insights Technology Provider Tools Portal](#) for guidance and templates on how to use Gartner Peer Insights content externally.

Visit the Gartner Digital Markets Content Compliance Policy on Capterra, GetApp, and [Software Advice](#) for guidance on how to use Gartner Digital Markets content externally.

3.7a Excerpting From Gartner Peer Insights

Excerpting from this research

- You must submit your promotional content to Gartner Content Compliance for approval to reference Gartner Peer Insights Customers' Choice designations in any promotional materials.
Note: Use the [Gartner Peer Insights Tech Provider Tool templates](#) for faster turnaround time. All promos must comply with the [Gartner Peer Insights Customers' Choice external use guidelines](#).
- You may use data (honest reviews and ratings) from Gartner Peer Insights in social media, press releases, and PPT presentations.
 - All use must comply with Sections 1, 2.5, 2.9, and 3.7 of this Policy.
- You must follow the reprint process (Sections 3.7b and 6.3) for any reference to promote graphics from Gartner Peer Insights Voice of the Customer reports.
- You may quote or excerpt individual review comments about your company or its products.
- You may not quote or excerpt individual review comments made about any other provider or its products.
- You may not use ratings or reviews to criticize a competitor.
- You may not perform your own calculations to be used in promotional materials using data from Gartner Peer Insights.

Guidelines for Promoting Honest Reviews and Ratings From Gartner Peer Insights

- Vendor data comparisons must include:
 - 1) companies listed in the same market on Gartner Peer Insights;
 - 2) at least three vendors — your company plus at least two other companies; and
 - 3) the “as of date.”

The Overall Rating of the companies you compare yourself with must be within five positions of your Overall Rating. For example, if your product has the 15th highest Overall Rating or number of reviews, you could compare yourself against the 10th highest, but not the ninth. One-to-one vendor comparisons are not allowed. Here are three examples that would be approved:

 - “[Your Company] has more reviews than Vendor A and Vendor B combined in Solid-State Arrays as of 10 Aug. 2018!
<https://www.gartner.com/reviews/market/solid-state-arrays>”
 - “[Your Company] has the most reviews of all vendors in the Data Integration Tools Market as of 10 Aug. 2018. See for yourself:
<https://www.gartner.com/reviews/market/data-integration-tools>”
 - “Check Gartner Peer Insights and see why [Your Company] has more than twice the number of reviews of any other vendor in the Web Application Firewalls market as of 10 Aug. 2018!
<https://www.gartner.com/reviews/market/web-application-firewalls>”
- When excerpting from an individual Gartner Peer Insights review:
 - All excerpted reviews must be less than 12 months old;
 - Partial excerpts (for example, review snippets) must link back to the full review to show the full context in which the snippet appears;
 - In traditional print media, the excerpt must be accompanied by a URL or QR code link to the entire review;
 - In digital media, the excerpt must be accompanied by a link to the entire review on Gartner Peers Insights; and
 - You may correct obvious typos (such as spacing errors, typos in acronyms — with the following disclaimer): “*Reviews have been edited to account for errors and readability.*” But you may not amend the review in any manner that changes its meaning.
- To quote average ratings of a product across all reviews (either the Overall Rating or Sub-Category Rating, such as the Evaluation & Contracting rating on Gartner Peer Insights):
 - You must include the “as of date” and number of reviews on which the rating is based. For example:

- “As of 23 Oct. 2015, [Your Company] has an Overall Rating of 4.7 out of 5 in the Advanced Analytics Platforms market, based on 53 reviews.” or
- “As of 23 Oct. 2015 [Your Company] has an Evaluation & Contracting rating of 4.6 out of 5 in the Advanced Analytics Platforms market, based on 223 reviews.”
- When displaying the Overall Rating or Sub-Category Rating on Gartner Peer Insights using the existing five-star model and/or a histogram of the rating distribution, you must include the “as of date.”
- You may not quote or display your company’s current Product Adoption Review Coverage (PARC) score or the median score for the market in which you are listed.

All references to Gartner Peer Insights ratings or review excerpts must include a link to the corresponding public landing page. (Note: registration is required to see the details of individual reviews on Gartner Peer Insights.)

- For digital media with character limitations (for example, Twitter), you do not need to include a disclaimer, provided that you link to something that hosts the full disclaimer (such as a blog post, a press release, or a landing page). For any other digital media, the following disclaimers MUST appear with any content reference(s):
 - **Gartner Peer Insights**
Gartner Peer Insights reviews constitute the subjective opinions of individual end users based on their own experiences and do not represent the views of Gartner or its affiliates.
 - **Gartner Peer Insights Customers’ Choice**
Gartner Peer Insights Customers’ Choice constitute the subjective opinions of individual end-user reviews, ratings, and data applied against a documented methodology; they neither represent the views of, nor constitute an endorsement by, Gartner or its affiliates.

3.7b. Displaying Graphics From Gartner Peer Insights

In addition to Section 3.7a:

i. **Gartner Peer Insights Voice of the Customer:**

Graphics from Gartner Peer Insights Voice of the Customer may only be displayed in homepage banners or registration webpages, blogs, social media, and presentations, provided:

- You comply with the provisions of the Policy.
- The graphic is displayed exactly as the original. Edits, changes or enhancement are strictly prohibited and may result in an

immediate quote and reprints ban of up to three months (see [Section 6.4](#)). Abstract representations of branded graphics in marketing materials are not allowed. [Why?](#)

- You purchase reprint distribution rights: These graphics require access to the full report to ensure the viewer has proper context. You may only promote these graphics EXTERNALLY **AFTER** receiving the reprint deliverable from your Reprints Program Manager, not before. This is a stipulation for approval.
- The following disclaimer paragraphs MUST appear with the graphic:

This graphic was published by Gartner, Inc. as part of a larger research document and should be evaluated in the context of the entire document. The Gartner document is available upon request from [insert client name or reprint URL].

Gartner Peer Insights reviews constitute the subjective opinions of individual end users based on their own experiences, and do not represent the views of Gartner or its affiliates.

3.8 Gartner IDEAS Competitive Profiles

In addition to Sections 1 and 2.1:

You must have legitimate access to Gartner's competitive landscape database (Gartner IDEAS Competitive Profiles). You do not need approval to use Gartner IDEAS Competitive Profiles Client & Prospect Reports in Requests for Proposal (RFPs), Requests for Information (RFIs), Invitations for Bid (IFBs), and Invitations to Bid (ITBs). No other external use is allowed. In addition:

- Client & Prospect Reports generated by Gartner IDEAS Competitive Profiles may not be altered in any way and must be used in their entirety.
- You may not commingle Gartner IDEAS Competitive Profiles data with content from any other source.
- Reprint licensing rights are not available for IDEAS content.

3.9 Gartner Cloud Decisions

In addition to Sections 1 and 2.1:

You must have legitimate access to use the Gartner Cloud Decisions database. Materials and/or data in Gartner Cloud Decisions are for internal, noncommercial use only by licensed users. In addition:

- External use is not permitted.

- You may not commingle Gartner Cloud Decisions data with any other source.
- Reprint licensing rights are not available for this content type.
- You may not alter or customize this data, content representations, visualizations or graphics under any circumstances.
- You may not use this data, content representations, visualizations or graphics as a weapon against your competitors.
- You may not create derivative works from this data. This includes derivative graphics or visualizations.

4. External Sharing of Research Documents

Licensed Users of Gartner are entitled to use Gartner IP in accordance with their scope of service. Clients who wish to share authorized Gartner IP outside of their entitlements must either:

1. Purchase a [Reprint License](#) for external use of eligible research documents; or
2. Purchase entitlements to that offering.

5. Internal Usage

Clients may quote Gartner IP internally without approval from Gartner Content Compliance, as long as you comply with the [Gartner Usage Policy](#). Clearly mark all internal material containing Gartner excerpts “For internal use only.” If you want to distribute an entire piece of research, see [Section 6.3](#).

6. Notes

Gartner, Inc. reserves the right to change its policies or explanations of its policies at any time, without notice. The Policy in its most current form is available on [gartner.com](#) under the Office of the [Ombuds link](#).

6.1 Attribution

We are Gartner. Gartner Group is not our company name. In February 2000, Gartner officially dropped the word “Group” from its corporate name, and became Gartner, Inc. The only proper ways to reference

Gartner when providing attribution are “Gartner, Inc.” or “Gartner.”

Attribution Formats

For Gartner Research Documents:

Gartner, [Title of research document], [Author Name(s)], [Publication date].

For Gartner Conference Presentations:

Gartner, [Name of Gartner Conference] Presentation, [Title of presentation], [Author name(s)], [Conference date(s)].

For Gartner Press Releases:

Gartner Press Release, “[Title of Gartner press release],” [Date issued]. [URL to press release on gartner.com].

For Smarter With Gartner Posts

Smarter With Gartner, “[Title of the Smarter with Gartner post],” [Date issued]. [URL to post on gartner.com].

For Gartner IT Glossary Terms:

Gartner IT Glossary, “[Glossary term],” [Date]. [URL to term on gartner.com].

6.2 Basics of Copyright Law

Copyrights protect original works of authorship. The types of works covered by copyright vary widely, from literary works, such as books, poems, technical manuals, or software code, to audiovisual works, musical works or works of fine art. Only the copyright owner of a work, or someone who has the copyright owner’s permission, may (1) make copies of the work; (2) create adaptations (“derivative works”) based on the work; (3) distribute copies of the work; (4) perform the work publicly; or (5) display the work publicly. These are referred to as the “exclusive rights” of a copyright owner.

Copyright protection attaches to a newly created work as soon as it is “fixed in a tangible medium of expression.” For example, spoken words alone, such as a speech delivered extemporaneously that is not written down, would not be protected by copyright because it is not “fixed in a tangible medium.” Works do not have to be registered with the U.S. Copyright Office, and do not have to display a copyright notice, in order to enjoy copyright protection.

The United States and most of the industrialized world are parties to the Berne Copyright Convention, which means that each member country will respect and enforce the copyrights that originate in other member

states.

Virtually all of Gartner’s published research is protected by copyright, whether in printed or electronic form.

6.3 Relicensed Content

Print or Web Reprints

Gartner sells reprints of most of its published research. Use of reprints is subject to Gartner’s Reprint Service Description terms and conditions. Gartner must approve the marketing or promotional verbiage that advertises the availability of reprints, which is subject to the parameters outlined in the Policy. To purchase reprints, please contact the Become a Client Team by clicking [here](#).

Note: Company-, product-, or services-specific research reports, or research reports that provide a one-to-one analysis of two companies are not eligible for external licensing by competing technology providers (that is, you may not use this research as a “weapon” against a competitor).

Multimedia Products

Quoting of Gartner published research via any Multimedia product must clearly indicate that the contents include or feature “Gartner.” All promotional materials and packaging must reflect this emphasis. Gartner must preapprove the marketing or promotional verbiage related to these products. The Gartner logo may not appear next to a vendor logo (see [Proper Use of Gartner’s Logos and Badges](#)).

Gartner Custom Newsletter Programs

The Gartner-provided newsletter designs reflect the principles stated above for Multimedia Products.

6.4 Violations

Should you fail to comply with the Policy, Gartner reserves the right to take appropriate steps to address violations. These could include, but are not limited to:

- **An immediate quote and reprints ban of up to three months may be imposed in the event that:**
 - You have shared text, graphics or made **ANY** reference to **DRAFT** Gartner research externally, or with anyone in your organization outside of the small group of fact review participants.

- You use Gartner published research or references in an earnings call without preapproval by Gartner Content Compliance.
- A company wide email distributed to all associates as a reminder of their contractual obligation to follow Gartner Policy.
- A “correction” email issued to external recipients of a noncompliant email communication; this correction must be shared with Gartner.
- Blog post on the [Ombuds blog](#) exposing the violation.
- Termination of permission to allow Gartner experts to be listed as press contacts.
- Gartner may seek additional remedies available under contract, trademark, copyright, and other applicable law

Click [here](#) to view what factors Gartner considers when assessing violations.

6.5 Frequently Asked Questions

1. **Are Gartner experts and sales reps authorized to approve my external-use request?**

No. Only a member of the Gartner Content Compliance team may approve external use requests via quote.requests@gartner.com.

2. **Why doesn't Gartner allow company-specific quotes to be used?**

Company-specific quotes may appear endorsing when used outside their original context and in vendor materials and compromises Gartner's integrity and objectivity.

3. **Why can't I include the Gartner logo, reference to Gartner published research or a link to our licensed reprint in my email signature?**

The reason for this parameter is to disassociate Gartner's branding from vendors' branding, which is represented by email signature stamps. We consider everything under the closing salutation of your email to represent your company's branding. We encourage you to promote a licensed reprint or research recognition, but not through your corporate email signature stamp.

4. **Why doesn't Gartner pre-approve quotes for vendors to use in promotional materials before the research is published on gartner.com?**

Research positions can change dramatically when research is in draft form. Until they are published, research positions are never final; therefore, allowing external use of draft content could result in inaccurate and conflicting findings.

5. **I have an urgent external-use request. Can you turn around my request in less than two business days?**

As time permits, we honor these requests. We endeavor to approve all content compliance as quickly as possible, but we ask that you incorporate two business days in your planning.

6. Why do I need to purchase reprint distribution rights for some graphics and not others?

Vendors typically use Critical Capabilities, Hype Cycle, Magic Quadrant, Market Guide and Vendor Rating research for marketing purposes, and we want to ensure the entire document is available as background information to the graphic so that the full context of the analysis is available to the audience.

7. What is “Gartner Foundational” research, and why do you allow quotes from it beyond 12 months?

Gartner Foundational research consists of documents published on gartner.com that are over 12 months old and not marked “Archived.” Gartner still considers this research relevant and accurate (for example, it has not been superseded by more up-to-date research).

8. If I can’t find any research published in the past 12 months or otherwise marked as “Gartner Foundational,” can I quote from more dated research?

No. Quotes, excerpts, references, and graphics must be attributed to 1) research officially published on gartner.com that has not been archived, 2) a Gartner press release, 3) a Smarter with Gartner post, 4) a Gartner published book, 5) the Gartner IT Glossary, or 6) a Gartner Summit or Symposia slide deck, provided that the source data within each either has not been archived or is labeled “Gartner Foundational”. Quotes, excerpts, references, and graphics from “archived research” are prohibited. All quotes, excerpts, references, and graphics from a Gartner press release, a Smarter with Gartner post, or a Summit or Symposia slide deck must be less than 12 months old.

9. Is this Policy offered in any other languages?

Yes. This Policy is translated into Japanese. Click [here](#) to view this version.

10. I’d like to quote from a customer review. May I correct obvious typos?

Yes, if you link back to the original and indicate that it has been corrected, such as with brackets. Examples include spacing errors, typos in acronyms. However, you may not change the intent of the review.

7. Who to Contact

Content Compliance, Approval and Questions

Americas and EMEA

e-mail: quote.requests@gartner.com

phone: +1 203 316 6178

AsiaPac and Japan

e-mail: apquote.requests@gartner.com

phone: 81 3 6430 1900

¹Contact quote.requests@gartner.com for other versions based on Filing or Report type.

Revision History

September 24, 2021

- Removed all references to Gartner Digital Markets content. Visit the Gartner Digital Markets Content Compliance Policy on Capterra, GetApp, and [Software Advice](#) for guidance on how to use Gartner Digital Markets content externally. Included an instructional video in Section 2.4 on how to use Gartner content in earnings calls scripts and Q&A's
- Removed Section 2.8 entirely
- Updated the Cool Vendors One sheet in Section 3.4a

April 20, 2021

- Updated Company-Specific Quotes Why Slide
- Updated 70/30 Why Slide
- Updated International Public Offering Indemnification Agreement
- Removed duplicate "Introduction"
- Added link to Chinese policy translation
- Added link to Japanese policy translation

March 17, 2021

- Changed policy name from Copyright & Quote Policy to Content Compliance Policy f/k/a Copyright and Quote Policy.

August 26, 2020

- Updated the Why slides in Sections 1.f, g, k, and q
- Updated the Indemnification Agreements in Section 2.4a
- Updated the title of Section 3.4 to specify that the research is based on expert opinion

- Updated the Cool Vendors One sheet in Section 3.4a

July 15, 2020

- Clarified the language in Section 2.9 regarding appropriate use of the Gartner logo

March 4, 2020

- Streamlined references to the Copyright and Quote Policy to “the Policy” and compliance review “preapproval” to “approval” throughout the Policy.
- Replaced Gartner “event” with “conference” throughout the Policy.
- Added Section 1, items “s, t”
- Updated the guidance in various sub-sections in Section 1.
- Added a new Why? slide to Section 1q to provide additional insight.
- Expanded Section 1 to include parameters surrounding use of Gartner content in any manner that competes with an existing Gartner offering.
- Reorganized text in Section 2.1 on road show presentations for clarity.
- Updated the Quote Indemnification Agreement templates and disclaimer in Section 2.4.
- Added example slide to Section 2.6 to describe permissible use of Gartner content alongside Gartner competitor content.
- Updated Section 2.7 to reflect revised list reference for Section 1k.
- Clarified the language in Section 2.9 regarding Gartner’s logos, badges, and images.
- Updated the Proper Use of Gartner’s Logos and Badges pdf in Sections 2.9 and 6.3.
- Updated the press release templates and examples and added editorial style guidelines in Section 3.4a.
- Clarified the Critical Capabilities guidance to make clear individual calculations using data from that research is prohibited in Section 3.4a.
- Updated Section 3.5
- Updated and restructured Section 3.7
- Added Section 3.9 for Gartner Cloud Decisions.
- Clarified text in two Q&As regarding email signatures and editing customer reviews for typos.

September 19, 2019

- Added the ability to submit content compliance via a web-based form.

November 26, 2018

- Replaced “analyst” with “expert” throughout the policy.
- Updated the guidance in Sections 1b, 1f, 1g, and 1i-s.
- Clarified text in Section 2.2 regarding what is not permitted.
- Updated Section 2.6 to include usage parameters for monitors fixed to booth signage and on the 70/30 rule. Included a new Why? slide to provide additional insight.
- Updated Section 2.8 to require the slides that immediately precede and follow the slide containing Gartner IP. Multiple use of the same quotes in press releases are not approved because just approving the quote, without the surrounding text, does not provide the full context of how you will use the quote.
- Expanded Section 2.9 to include usage parameters for Gartner’s trademarks.
- Clarified Section 3.5 that external use of ITKMD data may be considered on a case-by-case basis for end-user clients only.
- Expanded Section 3.7 to include external usage parameters for Gartner Digital Markets and added Section 3.7b to include external usage parameters for graphics from Gartner Peer Insights’ Voice of the Customer, Software Advice, FrontRunners.
- Expanded Section 6.3 to clarify that reports providing a one-to-one comparison of providers are not eligible for external reprint distribution rights.
- Added two new Q&As to the FAQ to highlight the Japanese version of this policy and a question related to correcting typos in reviews.

February 28, 2018

- Clarified text in Section 2.2 regarding what is not permitted
- Corrected usage parameters in Section 3.7 for Gartner Peer Insights usage

December 21, 2017

- Added Section 1, item “s” regarding the acquisition of CEB, Inc
- Clarifying text throughout the document that only Gartner Content Compliance is empowered to grant final approval for external use of our intellectual property

Clarifying text to Section 2.6 regarding the different Gartner logos

- Clarifying text in Section 3.4a regarding rules surrounding Gartner Cool Vendor research

August 29, 2016

- A new Section 2.4b “Earnings Announcements/Press Releases”
- Two new bullets in Section 3.4b prohibiting external use of draft MQ provided during Fact Review and limiting external use of published MQ graphic in promotions until the reprint is delivered

May 27, 2016

- A new Section 3.8 “Gartner IDEAS Competitive Profiles”
- Clarified Section 1, item “n” regarding the use of “Gartner” in press release titles
- Clarifying text to Sections 2.3 and 3.4a regarding what is and is not allowed
- Links in Section 2.4 to Gartner Indemnification Agreements
- Corrected usage parameters in Section 3.5 for IT Key Metrics Data content



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