

## **THE ADOBE TYPE LICENSE RESTRICTION: A SERIOUS PROBLEM FOR GOVERNMENT PUBLISHERS**

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For a number of years, heads of government print procurement departments, private sector government printers and a number of experts at the GPO have been reminding government employees who prepare digital files to make sure they include fonts necessary to output the file, especially where those fonts are unusual or not commonly used. The reasoning behind this recommendation was simple: if the printer has a font of the same name but a different flavor, or even a different version, the document may not output as planned. Since we all have a tendency to check what's on the disk once, and then *assume* it will always output the same, making sure everyone uses *exactly* the same font is critical.

Recently, Adobe, the manufacturer of most of the type styles used in government publications, has made it clear that language in its licensing agreement (that bold type on all your software that no one reads) prohibits owners of the type from distributing it – even to agents who are outputting or printing a product for the type owner. Obviously, Adobe wants to make it clear that any printer who uses one of their types for a customer must have a license for that type, and cannot merely use the customer's type and license.

Without this language in the licensing agreement, temporarily using a font as an agent of the licensed customer only to output the appropriate text for printing would not seem to be a violation of intellectual property rights of the manufacturer.

The language in the Adobe type license has been recognized in GRACoL, which recommends that copies of licensed Adobe type not be furnished with electronic files being sent to the printer (due to the restriction imposed in Adobe's type license agreement).

This restriction creates many problems for government customers and GPO printers.

However, in government printing, the GPO has a very efficient payment system. When paying through electronic funds transfer, the printer has his payment within 10 to 12 days of billing. Billing often occurs when the product is shipped (not delivered). This means that the printer can be paid several days after the product arrives in the warehouse. Since it may be days or weeks before the product arriving in the warehouse is reviewed by anyone who can tell whether or not it contains an error, the taxpayers will have paid for a product which has errors due to type incompatibilities. Getting the product reprinted, getting repayment of the purchase price, etc., can cause substantial headaches.

With professional graphics programs, there is a strong likelihood that the printer will be notified by the software that the appropriate type cannot be found in its

type library. However, with the office publishing packages now very commonly used not only in the private sector but also throughout the government for the preparation of publications, such notification may fail, or may be non-existent.

Lest you think this is a minor ridiculous technical issue, I will give you one of many examples of serious problems created by type incompatibilities. A government agency issued a publication which was to be provided to schools, hospitals, and other public places throughout the United States to advise them how to handle exposure to the AIDS virus. One of the provisions in the book described how to sanitize materials, rooms, etc., where an AIDS-infected individual had been. The instructions were supposed to say to add 1/4 cup of bleach to a gallon of water to create the cleaning solution. Instead, because of the use of a different version of the type style called for, the printer's output stated that the solution should contain "G" cup of bleach. Both the printer and the agency stated that they proofed the publication after output and before printing, but neither caught the error. The agency said it really didn't review every word of type in the book, because it had already done so and everything was perfect. The printer said it mainly looked for positioning, images and margins, because the agency had furnished copy on a disk, and had indicated that they had already proofed it. The publication could not be used, and had to be reprinted. The agency felt the printer should bear the entire cost of reprinting, while the printer felt that the agency which signed off on post-output proofs was at least 50% responsible. The GPO Board of Contract Appeals held that while proofing and an "OK to Print" usually shifts the responsibility for accuracy to the government, it does not do so when the error is in text which was correct in an electronic file, but which was rendered incorrect by the printer's output.

The best solution to this problem would be to have Adobe alter its type license agreement, if only for government purchasers. In the absence of that solution, government publishers and print procurement personnel need to make a concerted effort to provide detailed information on the type and version used so that the printer can be sure it will be outputting the document using the same type as the author. On the printer's side, prepress personnel must be very vigilant regarding type issues. As more and more government publications are being furnished on digital files (over 60% out of some GPO offices) the type issue may become a very serious problem if both buyer and printer are not extremely careful. Hopefully, taking a great deal of care can avoid the need to have multiple proofing processes of high page count government publications. Maybe this is one more good reason to use Adobe Acrobat (pdf) files as electronic copy (type is embedded in the pdf file and no external fonts are necessary).

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