

NATIONAL INFORMATION STANDARDS ORGANIZATION (NISO)

INTELLECTUAL PROPERTY RIGHTS POLICY

As ~~amended~~ by ~~the~~ NISO Board of Directors on ~~April 23, 2024~~

1. IPR Generally

1.1 Purpose

The National Information Standards Organization ("~~NISO~~") has adopted this Intellectual Property Rights Policy (the "Policy") and ~~the~~ related ~~NISO Procedures for the Development of National Standards~~ (the "Rules of Procedure") in order to minimize the possibility of inadvertent infringement of the IPR of Members and third parties using or implementing any ~~NISO~~ Specifications.

1.2 Applicability

All Members, all Member Representatives, and all third parties attending or participating in any technical process meeting are subject to this Policy and the Rules of Procedure.

1.3 Software Scope

~~In addition to text documents, this IPR Policy applies to any (a) Software developed by a Project for inclusion in a Draft Standard or Standard, and (b) any Software Reference Implementation of all or part of a Draft Standard or Standard. To the extent that any Project develops any other Software (e.g., tools or other stand-alone Software), the submission and licensing terms relating to such Software shall be determined at the time that the Project is created and reflected in its charter.~~

2. Definitions

Term	Definition
Defensive Revocation	A term in a License entitling the licensor to revoke the License if the licensee asserts a Necessary Claim Owned by it under the same Specification against any Implementer (including the Licensor), where infringement of such Necessary Claim results solely from the implementation of such Specification.
Draft Specification	A technical Specification or other material that is produced by a Project that could, if used or implemented as intended, infringe a claim(s) under an issued patent or a patent application anywhere in the world.
Implementers	Those Members and non-Members who desire to use or implement a Specification.
IPR	An abbreviation of "Intellectual Property Rights". As used in this Policy, IPR means claims in patents and patent applications and copyrights anywhere in the world , but excludes trademarks and trade

Style Definition: Body Text 2: Font: 10 pt

Deleted: approved

Deleted: May 7, 2013

Deleted: (the "Consortium

Deleted: rules

Deleted: procedure

Deleted: Consortium

Formatted: Font: Not Bold

Deleted: Call for Patents

Deleted: See Section 3.3 below

Formatted: Definitions

Formatted: Condensed by 0.2 pt

Deleted: specification

	secrets, which are not included in a Participant and Member's licensing obligations.
License	Either (a) an agreement to license Necessary Claim(s) to any <u>Implementer</u> , on a RAND, perpetual, irrevocable (except as provided in this IPR Policy), non-exclusive basis, with such license permitting the licensee to make, have made, use, reproduce, market, import, offer to sell and sell, and to otherwise distribute products that implement such Necessary Claim(s), or (b) a binding, perpetual, irrevocable (except as provided in this IPR Policy), commitment not to assert Necessary Claim(s) against any <u>Implementer</u> of the Specification to which such commitment relates.
Member	A <u>Project</u> member of any class.
<u>Necessary Infringement</u>	Unavoidable infringement of claims under patents and/or patent applications anywhere in the world resulting from the implementation of the Required Elements of a Specification or Reference Implementation, there being no technically feasible approach currently available to avoid such infringement. In the case of Software for inclusion in a Draft Specification or Specification, or of material for inclusion in a Reference Implementation, <u>Necessarily Infringement</u> refers to unavoidable infringement of claims under patents and/or patent applications anywhere in the world Owned by the Submitter or any of its Related Parties resulting from the use or distribution of such Submission to the extent it becomes incorporated in a Specification or Reference Implementation.
Necessary Claims	Those claims under patents and/or patent applications anywhere in the world that are subject to <u>Necessary Infringement</u> by the implementation of the Required Elements of a Specification. Necessary Claims do not include claims covering (i) enabling technologies that may be necessary to make or use any product or portion thereof that complies with a Specification, but are not themselves expressly set forth in the Specification, or (ii) the implementation or use of other specifications developed outside NISO but referenced in a Specification, even if required for compliance with the Specification. In the case of Necessary Claims under non-public patent applications, the disclosure of such claims under this Policy need not be in such detail as would disclose any trade secrets.
Non-discriminatory	Available to <u>an Implementer</u> under terms that are substantially identical to the terms made available to <u>other Implementers of the same Specification</u> under similar circumstances. It is acknowledged that non-discriminatory behavior cannot be established with precision where circumstances differ.
Non-Member	An organization, corporate entity, or individual that is not a Member of <u>NISO</u> .
Non-Member Participant	A Participant in a Project that is not a Member of <u>NISO</u> , who has agreed to participate and thereby agreed to be bound by the terms of <u>NISO's</u> IPR Policy.
Owned	With respect to any Necessary Claim(s), the word "Owned" includes any Necessary Claim(s) that are controlled but not <u>owned</u> by the Member in question, provided that the Member in question is (i)

Deleted: Member or non-Member implementer

Deleted: and worldwide

Deleted: ,

Deleted: ¶

Deleted: , in a form acceptable to Consortium,

Deleted: Member or non-Member implementer

Deleted:

Deleted: Consortium

Deleted: Necessarily Infringed

Deleted: Unavoidable infringement by an implementation of a Required Element of a Specification, there being no reasonable alternative way to implement that element of the Specification without resulting in such infringement.

Deleted: would be Necessarily Infringed

Deleted: reference implementations or implementation examples....

Deleted: all, and available to all

Deleted: others

Deleted: the Consortium

Deleted: the Consortium

Deleted: the Consortium's

Deleted: Owned

	entitled to sublicense such Necessary Claim(s), and (ii) would not incur an obligation to pay any royalty or other compensation to the true owner of such Necessary Claim(s) <u>(other than a Related Party)</u> in connection with a sublicense.
Other Work Product	Any Project deliverable that is not a Draft Specification, <u>Specification, or Reference Implementation</u> . Unless the context otherwise requires, any reference to the adoption of Other Work Product shall also be deemed to apply to the adoption of an amendment to that Other Work Product as well.
Participant	Any Member, Member Representative, or Non-Member Participant that enrolls to take part in a Project that has not withdrawn from such Project within 90 days of the date upon which that Project was chartered.
Project	A formally chartered <u>NISO</u> technical process that is intended to produce a Specification, <u>Reference Implementation</u> , or Other Work Product.
RAND	Reasonable and Non-discriminatory
Reasonable	License terms relating to IPR included in a Specification that are not more onerous (including as to price) than could be obtained by the owner of such IPR in the open market absent its inclusion in a Specification. It is acknowledged that Reasonableness can not be established with precision.
<u>Reciprocity</u>	<u>A License term requiring a licensee to provide a License back to the licensor with respect to any Necessary Claim(s) Owned by the licensee under the same Specification.</u>
<u>Reference Implementation</u>	<u>A program representing a compliant implementation of some or all of Required Elements of a Draft Specification or Specification, which has been formally adopted by NISO.</u>
Related Party	Any entity that is directly or indirectly controlled by the subject party. For this purpose, "control" means beneficial ownership or the right to exercise more than 50% of the voting power for the entity.
Representative	Any individual that acts on behalf of a Member, or Non-Member in connection with a Project, or in the completion of any form to be delivered to <u>NISO</u> pursuant to the Policy or the Rules of Procedure.
Required Element	Any element of a Draft Specification or Specification that has not been identified as "Optional." For the avoidance of doubt, when a Draft Specification or Specification requires an Implementer to implement one of two or more alternative elements, then all such elements shall be deemed to be "Required Elements."
<u>Software</u>	<u>Any combination of text listing of commands to be interpreted or to be compiled, translated, or assembled into an executable computer program; text listings that describe data structures; text listings that specify an application programming interface (API) used to interact with some executable computer service (including access from an executable computer program, library, or remotely via a telecommunications interface); binary data files; executable, object, or other intermediate executable code files; and text listings that describe the behavior of modeled devices or objects (e.g., XML, YANG, etc.).</u>

Deleted: or

Deleted: Consortium

Deleted: ,

Deleted: Consortium

Specification	A Draft Specification that has been formally adopted by <u>NISO</u> . Unless the context otherwise requires, any reference to the adoption of a Specification shall also be deemed to apply to the adoption of an amendment to a Specification as well.
Submission	An affirmative and knowing contribution of <u>material</u> with the intention that such <u>material</u> be considered for inclusion in a Specification, <u>Reference Implementation</u> , or Other Work Product, <u>that is (a) accompanied by a Submission of Technology Form in the form attached to the IPR Policy as Appendix A, or (b) made by a Participant at any time during a Project meeting, where such contribution has been recorded in the minutes of such meeting, and where the maker of the contribution has not objected to such text after the minutes have been posted for review by all Project Participants. Submissions of Software or other software for inclusion in a Reference Implementation must additionally be accompanied by a completed Software Submission Form in the form attached to this IPR Policy as Appendix B.</u>
Submitter	A Member, any representative(s) of a Member, or any other person or entity making a Submission.

Deleted: Consortium

Deleted: IPR

Deleted: IPR

Deleted: . A

Deleted: ,

Deleted: written or electronic

Deleted: , may occur:

Deleted: a result of an unsolicited offer to Consortium of existing technology by a Member or third party; in response to a general Consortium request for proposals; or from

Deleted: technical process

3. Patents

Deleted: Technical Committee

... [1]

Deleted: Patent Disclosures

The terms of this Section 3 apply to Draft Specifications, Specifications, Software and Reference Implementations, but not to Other Work Products.

Formatted: Font: Not Bold

Formatted: Left, Level 1, Indent: First line: 0.5", Space Before: 1.9 pt, Tab stops: Not at 0.5" + 1" + 1.5" + 2" + 2.5" + 3" + 3.5" + 4" + 4.5" + 5" + 5.5" + 6" + 6.5" + 7" + 7.5" + 8" + 8.5" + 9" + 9.5" + 10"

3.1 Elections by Submitters at Time of Submission

Deleted: Commitments

(a) Any Submitter making a Submission must agree that if the Draft Specification in connection with which the Submission is made is finally approved by NISO, the Submitter and each of its Related Parties will provide a License to all IPR Owned by it or any of its Related Parties and included in its Submission that become Necessary Claim(s)

Formatted: Font: Not Bold

Deleted: Consortium

(b) Such election shall be made pursuant to a written declaration in the form of Appendix A to this Policy.

3.2 Elections by Participants

(a) Any Participant must, at the time that a Draft Specification is posted for final Participant comments, elect one of the following:

i. Royalty Free RAND License. Agree that if the Draft Specification is finally approved by NISO, the Participant and each of its Related Parties will provide a License to all Necessary Claim(s) Owned by it, without compensation and otherwise on a RAND basis, to all Implementers; or

Deleted: Consortium

ii. Petition NISO Board of Directors for consideration of a RAND License with Royalty. If approved by the Board of Directors, agree to the same terms, but reserving the right to charge a royalty or other fee on RAND terms; or

Deleted: the Consortium

Formatted: Underline

Formatted: Underline

iii. Withholding of License as to Identified Necessary Claims. Identify those Necessary Claims Owned by it and/or its Related Parties under the Draft Specification, in its then-current form, and the portion of the Draft Specification that would result in such infringement, and indicate that no guarantee of License rights is being made (or that such rights will in fact be denied in some or all cases) as to such Necessary Claims by it and its Related Parties. In the case of Necessary Claims under non-public patent applications, the disclosure of such claims need not be in such detail as would disclose any trade secrets.

Deleted: owned

Provided, however, that an election form returned pursuant to this Section 3.2 by a Participant that was a Submitter shall only apply to those portions of a Draft Specification that do not derive from such Participant's Submission, and the Submitter's original undertakings under Section 3.1 above shall continue to be binding as to the balance of the Draft Specification.

Deleted: ¶

Note: A Member may elect different options above with respect to different Necessary Claims, but its elections, taken together, must apply to all Necessary Claims Owned by it and its Related Parties.

(b) No elections under this Section 3.2 may be required to be made in less than 45 days from the date that a Draft Specification has been posted as a Public Draft, and electronic notification of such posting has been sent to each Participant. All elections by Participants shall be made pursuant to a written election in the form of Appendix C to this Policy.

Deleted: B

(c) If the Board of Directors should choose to reject the petition for royalty payments, then the Participant must elect to proceed as described in either Section 3.2.a.i.

Deleted: or Section 3.2.a.iii

3.3 Patent Calls

At the beginning of every in-person meeting and teleconference that occurs as a part of the technical process, and at any other appropriate time in the course of electronic collaboration as may be provided for under the NISO Procedures for the Development of National Standards, a Patent Call shall be made. The text to be employed in making Patent Calls is set forth in Appendix D to this Policy.

Deleted: C

3.4 Sanctions for Failure to Respond or to Knowingly Withhold IPR

(a) In the event that:

i. any Representative (x) knowingly and willfully fails to respond to a Patent Call with respect to all Necessary Claims that are personally known to such Representative and are Owned by such Representative or his/her employer or a Related Party, or

ii. a Participant fails to timely return a signed and completed election form as required by Section 3.2(b) above, or

iii. a Participant does return a signed and completed election form, but later it or a Related Party asserts a Necessary Claim(s) against an Implementer of the Specification in question, and (y) it can be shown that such Participant knowingly and willfully withheld disclosure of such Necessary Claim(s) at the time of returning such election form;

Deleted: Member

then such Participant (or the Member represented by the Representative referred to in i. above or its Related Party, as the case may be), shall be deemed to have elected to License all of its Necessary Claims under the Specification in question (in the case of i or ii above), or the Necessary Claim(s) in question (in the case of iii above), with the terms to be as set forth in Section 3.2(a)i or ii above. In the event that such Participant or non-Participant Member or its Related Party shall later bring an infringement action against any Implementer with respect to such a Necessary Claim(s), NISO shall have no obligation to intervene, but such Implementer shall be entitled to claim protection, and assert a complete defense against such action, under this Section 3.4 as a third party beneficiary.

Deleted: Consortium

3.5 Ownership of Collaborative Work Product

As regards any portion of a Draft Specification or Reference Implementation that is collaboratively created in a Project (i.e., a portion that was not a formal Submission), the following rules shall apply:

(a) Each Member that was a Participant in a Project agrees that if: (i) the Draft Specification or Reference Implementation of that Project is finally approved by NISO, (ii) any Representative of such a Participant in such Project is named as an inventor in any patent anywhere in the world, where such patent contains a Necessary Claim(s) under such finally adopted Specification or Reference Implementation and that claim was discovered as a result of such collaboration; then such Participant will not assert such Necessary Claim(s) anywhere in the world against any Implementer with respect to its implementing of such Specification.

Deleted: Consortium

(b) In the event that any such inventor or Participant shall breach the foregoing obligation, NISO shall have no obligation to intervene, but such Implementer shall be entitled to claim protection, and assert a complete defense against such action, under this Section 3.5 as a third party beneficiary.

Deleted: Consortium

3.6 Document Notations

3.6.1 Notation when no Necessary Claims have been Identified

All Draft Specifications that are subject to public comment and all Specifications shall include the following introductory language:

"Recipients of this document are requested to submit, with their comments, notification of any relevant patent claims or other intellectual property rights of which they may be aware that might be infringed by any implementation of the specification set forth in this document, and to provide supporting documentation."

Formatted: Font: 11 pt

All Specifications shall additionally include the following introductory language:

"THIS SPECIFICATION IS BEING OFFERED WITHOUT ANY WARRANTY WHATSOEVER, AND IN PARTICULAR, ANY WARRANTY OF NON-INFRINGEMENT IS EXPRESSLY DISCLAIMED. ANY USE OF THIS SPECIFICATION SHALL BE MADE ENTIRELY AT THE IMPLEMENTER'S OWN RISK, AND NEITHER NISO, NOR ANY OF ITS MEMBERS OR SUBMITTERS, SHALL HAVE ANY LIABILITY WHATSOEVER TO ANY IMPLEMENTER OR THIRD PARTY FOR ANY DAMAGES OF ANY NATURE WHATSOEVER, DIRECTLY OR INDIRECTLY, ARISING FROM THE USE OF THIS SPECIFICATION."

Deleted: Consortium

3.6.2 Notation when Necessary Claims or other IPR are Identified

(a) When Necessary Claims have been identified for Draft Specifications or Reference Implementations, or thereafter with respect to already published Specifications or Reference Implementations, where the owner of such Necessary Claim(s) is willing to provide a License agreement relating to such Necessary Claim(s), such Draft Specification, Specification or Reference Implementation shall include a notice substantially as follows in the introductory language:

"NISO draws attention to the fact that it is claimed that compliance with this specification may involve the use of a patent ("IPR") concerning [section of Specification]. NISO takes no position concerning the evidence, validity or scope of this IPR.

"The holder of this IPR has assured NISO that it is willing to License all IPR it owns and any third party IPR it has the right to sublicense which might be infringed by any implementation of this specification to NISO and those Licensees (Members and non-Members alike) desiring to implement this specification. Information may be obtained from:

[Name of Holder of Right]
[Address]

"Attention is also drawn to the possibility that some of the elements of this specification may be the subject of IPR other than those identified above. NISO shall not be responsible for identifying any or all such IPR.

"THIS SPECIFICATION IS BEING OFFERED WITHOUT ANY WARRANTY WHATSOEVER, AND IN PARTICULAR, ANY WARRANTY OF NON-INFRINGEMENT IS EXPRESSLY DISCLAIMED. ANY USE OF THIS SPECIFICATION SHALL BE MADE ENTIRELY AT THE IMPLEMENTER'S OWN RISK, AND NEITHER NISO, NOR ANY OF ITS MEMBERS OR SUBMITTERS, SHALL HAVE ANY LIABILITY WHATSOEVER TO ANY IMPLEMENTER OR THIRD PARTY FOR ANY DAMAGES OF ANY NATURE WHATSOEVER, DIRECTLY OR INDIRECTLY, ARISING FROM THE USE OF THIS SPECIFICATION."

(b) In the event that the owner of any IPR has asserted that infringement would result from the implementation of a Draft Specification, Specification or Reference Implementation, and such owner has refused to grant a License under the terms of this Policy, then the second paragraph of the above notice shall be replaced or supplemented, as appropriate, with the following:

"The holder of such IPR has refused a request by NISO that it agree to make a License available for the purpose of implementing this specification. Information may be obtained from:

[Name of Holder of Right]
[Address]"

3.7 Patent Searches

Deleted: or

Deleted: Consortium

Formatted: Font: 11 pt

Formatted: Font: 11 pt

Deleted: Consortium

Formatted: Font: 11 pt

Deleted: Consortium

Formatted: Font: 11 pt

Deleted: Consortium

Formatted: Font: 11 pt

Deleted: Consortium

Formatted: Font: 11 pt

Deleted: Consortium

Formatted: Font: 11 pt

Deleted: or

Deleted: Consortium

In no event shall ~~NISO or any~~ Representative, Participant or non-Participant Member be obligated to conduct any patent searches regarding any Necessary Claims that may be infringed by any implementation of a Draft Specification or Specification.

Deleted: Consortium,

3.8 Patent Claims Revealed After Publication

In the event that a Necessary Claim is first revealed by a Member, a Non-Member Participant, or third party following adoption and publication of a Specification (other than a Necessary Claim subject to sanction under Section 3.4 above), such holder will be asked to License the Necessary Claim in the manner outlined in Section 3.1 above. If such request is refused, the Specification in question shall be referred back to the appropriate Project for further consideration, as appropriate.

Deleted: Technical Committee

Formatted: Font: Not Bold

3.9 Confidential and Proprietary Information

For the avoidance of doubt, the disclosure obligations set forth in this Section 3 shall not require a Member to violate the terms of any written non-disclosure agreement with a third party that is not (i) a Related Party of such Member, or (ii) controlled by, or under common control with, a Related Party of such Member, provided that (a) such agreement has not been entered into with the purpose, in whole or in part, of avoiding disclosure under this IPR Policy, and (b) the Member makes such disclosure as it is able to make without violating such agreement, and at minimum discloses (x) the fact that it has knowledge of a patent claim that it would otherwise be obligated to disclose, and (y) the portion of the Draft Specification or Reference Implementation that would result in infringement of such patent claim.

3.10 Transfers of Necessary Claims

(a) Each Member and Participant agrees that it will not transfer, and has not transferred, Ownership of any patents or patent applications having Necessary Claims solely for the purpose of circumventing such Member or Participant's obligations under this IPR Policy.

(b) No party bound by this Policy shall transfer Ownership in any patent or patent application having Necessary Claims, except to a successor that agrees in writing to (i) be bound by all commitments previously made by the direct or indirect transferor(s) under this Policy with respect to such patent or patent application, and (ii) include the obligations set forth in this Section 3.10 in any document of transfer relating to such patent or application in the event that it later transfers the same.

4. Copyrights

4.1 Copyright in Specifications

~~Subject to Section 4.4 below with respect to Software, the~~ copyright for all Draft Specifications, ~~Specifications, Reference Implementations~~ and Other Work Product shall belong to ~~NISO~~.

Deleted: The

Deleted: Consortium

4.2 Contributions of Copyrighted Materials

~~Subject to Section 4.3 below with respect to Software, each~~ Submitter who contributes material to NISO in which it asserts or claims a copyright shall retain copyright ownership of its original work, while at the same time (i) granting to NISO, its successors and assigns, a non-

Deleted: Each

Deleted: copyrighted materials to Consortium

Deleted: Consortium

exclusive, irrevocable, worldwide, perpetual, royalty-free license under the Submitter's copyrights in its Submission to reproduce, distribute, publish, display, perform, and create derivative works of the Submission based on that original work for the purpose of developing a Draft Specification, Specification, Reference Implementation or Other Work Product under NISO's own copyright, and (ii) irrevocably assigning, conveying and otherwise transferring to NISO, its successors and assigns, all right, title and interest under copyright law in any Specification or Other Work Product into which such Submission is incorporated, in whole or in part, and all claims and causes of action with respect thereto, together with the right to use and modify the same in any manner that NISO in its sole discretion may determine, and further irrevocably waives any and all claims that Participant may now or hereafter have to such rights, claims and causes of action, including "moral rights."

Deleted: or Other Work Product under Consortium's own copyright....

4.3 Software

(a) Prior to or at the time of making a Submission of Software to a Project for inclusion in a Draft Specification or making a Submission for inclusion in a Reference Implementation, the Submitter shall complete and submit a Software Submission Form (Appendix B to this Policy).

(b) Each Submitter who makes a Submission of Software to a Project for inclusion in a Draft Specification or making a Submission for inclusion in a Reference Implementation shall have the right to assign the copyright in its Submission to the Project, or, at its election, to retain copyright ownership of such Software, while at the same time granting the Project and all other Members a non-exclusive, irrevocable, worldwide, perpetual royalty-free license under the Submitter's copyrights in such Software to redistribute and use the same in source and binary forms, with or without modification, for the sole purpose of developing the Specification and/or Reference Implementation, as appropriate.

(c) Once any Draft Specification including Software or any Reference Implementation is declared ready for final comments, each Submitter who made a Submission of Software to that Draft Specification shall, in accordance with the election it made in its Submission Form, either:

(i) transfer its copyright ownership in such Software to the Project; or

(ii) grant to the Project and any Implementer a license in the form of Appendix E (the "NISO License") to its copyright interest in such Software.

In the event that a Submitter has elected the first option above, the Project shall grant the following copyright grant-back license to the Submitter:

The Project hereby grants to Submitter a non-exclusive, irrevocable, perpetual, worldwide, royalty-free, sublicenseable and transferable copyright license to use, copy, prepare derivative works of, modify, distribute directly or indirectly through multiple tiers, publicly perform and publicly display by all means now known or later discovered, and/or otherwise fully exploit its Software Submission(s) and any derivative works thereof or modifications created thereto for any purpose or use.

(d) Necessary Claims covering any Software submitted to a Project for inclusion in a Draft Specification or Specification, or any Submission submitted to a Project for inclusion in a Reference Implementation, shall be subject to the terms and requirements of Section 3 above. Notwithstanding the preceding sentence, no other express or implied licenses to any party's patent rights are granted by this Section 4.3.

(e) Unless otherwise approved by the Board, all Software included in any Draft Specification or Reference Implementation shall be licensed by the Project under the NISO License.

5. Trade Secrets

Participants and other Members will not be expected to reveal trade secret information in the course of participation in any NISO activity, nor will they be asked by NISO to sign non-disclosure agreements. NISO will not be held responsible for the disclosure of any Member's or non-Member's trade secrets, regardless of the circumstances.

Deleted: Consortium

Deleted: Consortium

Deleted: Consortium

6. Trademarks

6.1 NISO Trademarks

Trademarks created by NISO, registered or otherwise, are the property of NISO. Use of NISO trademarks shall be governed by such policies, procedures and guidelines as may be established and approved by NISO from time to time, and applicable law.

Deleted: Consortium

Deleted: Consortium

Deleted: Consortium

Deleted: Consortium

6.2 Non-NISO Trademarks

NISO's use of third-party trademarks, registered or otherwise, shall be governed by such policies, procedures and guidelines as may be established and approved by the owners of such trademarks, and applicable law.

Deleted: Consortium

Deleted: Consortium

Deleted: Consortium's

7. Irrevocability and Binding Nature of Commitments

All commitments made under this Policy shall be irrevocable, except that the Owner of a Necessary Claim may include a Reciprocity or Defensive Revocation term in a License to its Necessary Claims.

8. Survival of Obligations

Any License obligations and other obligations that a Member incurs under this Policy shall continue in force after the Member ceases to be a Member for any reason. However, no Member shall become subject to any new License obligations or other obligations under this Policy after it ceases to be a Member. For the avoidance of doubt, a Member remains subject to all obligations it becomes subject to as a Participant in any Project is a member of at the time of its termination, including the obligation to submit licensing elections under Sections 3.1 and 3.2 of this Policy with respect to Draft Specifications under development by such Projects at the time of its termination.

(b) NISO shall have the right to assign all of its rights under this Policy, and the right to enforce all obligations incurred by Members and Participants under this Policy, to any successor to the mission of NISO.

(c) All persons and entities that are intended third party beneficiaries of rights and obligations incurred under this Policy shall remain entitled to enforce the same, notwithstanding any termination, dissolution or winding up of NISO.

Appendix A

NATIONAL INFORMATION STANDARDS ORGANIZATION

SUBMISSION OF TECHNOLOGY FORM

NOTE: All blanks must be completed in order for this Submission to be given consideration. This submission is subject to the Intellectual Property Rights Policy (the "IPR Policy") of the National Information Standards Organization, ("NISO"), and such rules of process and procedure as NISO shall from time to time adopt (collectively, both such documents being referred to below as the "Policies and Procedures"). *All capitalized terms used in this form are intended to have the meanings given to them in the IPR Policy.*

Name of Submitter:	
Name of Representative Completing this Form on Behalf of Submitter:	
Mailing Address of Representative:	
Email Address of Representative:	
Draft Specification <u>or Reference Implementation</u> to which this Submission relates:	

Deleted: ,

Deleted: the Consortium

Deleted: Exhibit A attached to this form

A The Representative hereby represents the following on behalf of him/herself and the Submitter, as the context requires:

1. The Representative is authorized to make the Submission attached hereto as Exhibit A on behalf of the Submitter, and to make the following representations and warranties.
2. The Submitter has reviewed the Policies and Procedures and agrees that its Submission is being made in full compliance with the same.
3. The Submitter hereby irrevocably agrees that if its Submission is incorporated, either in whole or in part, into the Draft Specification referenced above, that on request it will License all Necessary Claims Owned by it and/or its Related Parties (each of which party and Necessary Claim is identified on Exhibit B-1) and inherent in its Submission without compensation and otherwise on a RAND basis, to all Implementers
4. The Submitter hereby agrees that NISO may copy, distribute and otherwise make available this Submission for the purpose of evaluation, and that in the event that the Submission is accepted, in whole or in part, that NISO will own the copyright in the resulting Specification and all rights therein, including the rights of distribution. This agreement shall not in any way deprive the Submitter of any patent claims or other IPR relating to the technology to which its Submission relates.

Deleted: B

Deleted: C

Deleted: Consortium

Deleted: Consortium

5. The Submitter is not aware of any Necessary Claim(s) or other IPR of any third party that might be infringed by the implementation of the Specification referenced above as a result of the incorporation of the Submission therein, whether in whole or in part. If the Submitter is aware of any such potential infringement, then the Submitter has described such Necessary Claim(s) or other IPR on **Exhibit B-2**, together with any supporting documentation that may be readily available to the Submitter.

Deleted: C

B. **NISO**, in accepting this Submission, acknowledges the following:

Deleted: Consortium

1. The representation required in paragraph A.5 above is being solicited purely for informational purposes, and **NISO** will not be relying on such representation or otherwise holding the Representative or Submitter responsible for its completeness or accuracy.

Deleted: Consortium

2. EXCEPT AS SPECIFICALLY PROVIDED FOR ABOVE, THIS SUBMISSION IS BEING OFFERED WITHOUT ANY WARRANTY WHATSOEVER, AND IN PARTICULAR, ANY WARRANTY OF NON-INFRINGEMENT IS EXPRESSLY DISCLAIMED, EXCEPT TO THE EXTENT OF KNOWING FALSITY IN ANY STATEMENT MADE ABOVE. ANY IMPLEMENTATION OF ANY SPECIFICATION INCORPORATING THIS SUBMISSION IN WHOLE OR IN PART SHALL BE MADE ENTIRELY AT THE IMPLEMENTER'S OWN RISK, AND THE SUBMITTER SHALL HAVE NO LIABILITY WHATSOEVER TO ANY IMPLEMENTER OR THIRD PARTY FOR ANY DAMAGES OF ANY NATURE WHATSOEVER DIRECTLY OR INDIRECTLY ARISING FROM SUCH IMPLEMENTATION, EXCEPT AS A RESULT OF ANY KNOWING FALSITY IN ANY STATEMENT MADE ABOVE.

This submission has been made on _____, 20__.

Name of Submitter

By: _____
Signature of Representative

Name: _____

Exhibit Index:

- A: **Submission**
B-1: **Necessary Claims (if any)**
B-2: **Third Party IPR (if any)**

Deleted: Defined Terms
B:→

Deleted: C

Deleted: C

Exhibit A

SUBMISSION

Insert description of Submission in such detail as may from time to time be required under the Policies and Procedures

Deleted: **DEFINED TERMS**
Term

... [2]

Exhibit C-1

SUBMITTER NECESSARY CLAIMS

[Adapt as Necessary] List here all Necessary Claim(s) Owned by you

<u>Jurisdiction and Patent Number</u>	Necessary Claim	<u>Affected Portion of Submission</u>

Deleted: Effect

Deleted: Specification

Exhibit C-2

THIRD PARTY IPR

[Adapt as Necessary] List here all Necessary Claim(s) Owned by third parties, to the extent of your knowledge.

<u>Jurisdiction and Patent Number</u>	Necessary Claim	<u>Affected Portion of Submission</u>

Deleted: Effect

Deleted: Specification

Appendix B

NATIONAL INFORMATION STANDARDS ORGANIZATION

Formatted: Underline

Software Submission

Note: This form is subject to the Intellectual Property Rights Policy (the "IPR Policy") of the National Information Standards Organization ("NISO"), and the related Policies and Procedures document of NISO (the "Rules of Procedure"). All capitalized terms used in this form are intended to have the meanings given to them in the IPR Policy or the Rules of Procedure, as appropriate.

By making this Software Submission, Submitter represents and warrants that he/she has the necessary rights and authority to make the commitments set forth below.

A. This form relates to (you must choose one):

☐ All Software the undersigned Submitter may contribute to the _____ Project.

☐ The Software described in an attachment to this form.

B. Copyright elections (you must choose one):

Submitter accepts and agrees to one of the following options for any Software Submitted by it:

☐ **Copyright Assignment.** Contingent upon Submitter's Submission(s) being included in a Specification, Submitter hereby assigns to NISO all copyright rights and copyright interests in its Software Submission(s). Such assignment is made expressly subject to any pre-existing non-exclusive licenses or other non-exclusive rights already granted with respect to such Software Submission(s). SUCH SOFTWARE SUBMISSION IS PROVIDED TO NISO BY THE SUBMITTER AND ITS CONTRIBUTORS "AS IS" AND ANY EXPRESS OR IMPLIED WARRANTIES, INCLUDING, BUT NOT LIMITED TO, THE IMPLIED WARRANTIES OF MERCHANTABILITY AND FITNESS FOR A PARTICULAR PURPOSE, ARE DISCLAIMED. IN NO EVENT SHALL THE SUBMITTER OR ITS CONTRIBUTORS BE LIABLE FOR ANY DIRECT, INDIRECT, INCIDENTAL, SPECIAL, EXEMPLARY, OR CONSEQUENTIAL DAMAGES (INCLUDING, BUT NOT LIMITED TO, PROCUREMENT OF SUBSTITUTE GOODS OR SERVICES; LOSS OF USE, DATA, OR PROFITS; OR BUSINESS INTERRUPTION), HOWEVER CAUSED AND ON ANY THEORY OF LIABILITY, WHETHER IN CONTRACT, STRICT LIABILITY, OR TORT (INCLUDING NEGLIGENCE OR OTHERWISE) ARISING IN ANY WAY OUT OF THE USE OF THIS SOFTWARE SUBMISSION, EVEN IF ADVISED OF THE POSSIBILITY OF SUCH DAMAGE.

This copyright assignment is subject to NISO granting the following copyright grant-back license as set forth below:

Copyright Grant-Back License. Upon the Copyright Assignment described above occurring, NISO hereby grants to Submitter a non-exclusive, irrevocable, perpetual, worldwide, royalty-free, sublicenseable and transferable copyright license to use, copy, prepare derivative works of, modify, distribute directly or indirectly through multiple tiers, publicly perform and publicly display by all means now known or later discovered, and/or otherwise fully exploit its Software Submission(s) and any derivative works thereof or modifications created by it for any purpose or use.

☐ **Copyright License Grant.** Contingent upon Submitter's Software Submission(s) being included in a Draft Specification that is declared to be at Final Ballot readiness, Submitter hereby grants to NISO and any Implementer and User a NISO License to its copyrights.

IN WITNESS WHEREOF, the Submitter has executed this Submission Form through its duly authorized Representative.

Submitter: _____

By: _____

Name: _____

Title: _____

Date: _____

To be completed by NISO if the Submitter has selected the Copyright Assignment with Copyright Grant-Back License option above:

IN WITNESS WHEREOF, NISO has executed this Submission Form through its duly authorized representatives.

By: _____

Name: _____

Title: _____

Date: _____

Appendix C

NATIONAL INFORMATION STANDARDS ORGANIZATION INTELLECTUAL PROPERTY RIGHTS ELECTION FORM

NOTE: All blanks must be completed in order for this Submission to be given consideration. This submission is subject to the Intellectual Property Rights Policy (the "IPR Policy") of the National Information Standards Organization ("NISO"), and any related rules of process and procedure as NISO shall from time to time adopt (collectively, both such documents being referred to below as the "Policies and Procedures"). *All capitalized terms used in this form are intended to have the meanings given to them in the IPR Policy.*

Name of <u>Participant</u> :	
Name of Representative Completing this Form on Behalf of <u>Participant</u> :	
Mailing Address of Representative:	
Email Address of Representative:	
Draft Specification <u>or Reference Implementation</u> to which this Election Form relates:	

A. The Representative hereby represents the following on behalf of him/herself and the Participant, as the context requires:

1. The Representative is authorized to complete and submit this Election Form on behalf of the Participant, and to make the following representations and warranties.
2. The Representative and the Participant have each reviewed the Policies and Procedures, and agree that this Election Form is being completed and submitted in full compliance with the same.
3. The Participant hereby irrevocably agrees that if the Draft Specification or Reference Implementation referred to above is finally adopted (**Note: all Representatives must elect one of the following**):

_____ That on request it will License all Necessary Claims Owned by it and/or its Related Parties (each of which party and Necessary Claim is identified on; **or**

_____ The Member agrees to the same terms, but hereby petitions the NISO Board of Directors to consider an exemption to it's preferred RAND-Free policy with regard to compensation, allowing it the right to charge a royalty or other fee on RAND terms; **and/or**

Deleted: ,

Deleted: such

Deleted: the Consortium

Deleted: Exhibit A attached to this form

Deleted: Member

Deleted: Member

Deleted: Member

Deleted: Member

Deleted: Member

Deleted: Member

Deleted: , and reserves

The Member identifies on **Exhibit A** certain Necessary Claim(s) and/or other IPR under the Draft Specification **or Reference Implementation**, in its current form, and the portion of the Draft Specification **or Reference Implementation** that would Necessarily Infringe such Necessary Claims or other IPR, and hereby notifies **NISO** that no guarantee of License rights is being made (or that such rights will in fact be denied in all cases) as to such Necessary Claims. *(Note: You may elect different options above with respect to different Necessary Claims, but your elections, taken together, must apply to all Necessary Claims Owned by you and your Related Parties.)*

4. The Representative is not aware of any Necessary Claim(s) or other IPR of any third party that might be infringed by the implementation of the Draft Specification referenced above. If the Representative is aware of any such potential infringement, then the Representative has described such Necessary Claim(s) or other IPR on **Exhibit A**, together with any supporting documentation that may be readily available to the Representative.

B. **NISO**, in accepting this Election Form, acknowledges that the representation required in paragraph A.4 above is being solicited purely for informational purposes, and **NISO** will not be relying on such representation or otherwise holding the Representative or Member responsible for its completeness or accuracy.

This Election Form has been submitted on _____, 20____.

Name of Participant

By: _____
Signature of Representative

Name: _____

Deleted:

Deleted: **B**

Deleted: Consortium

Deleted: *option i. or ii. as*

Deleted: *some*

Deleted: *Claim(s), and this option as*

Deleted: *other*

Deleted: *Claim(s).*

Deleted: **C**

Deleted: Consortium

Deleted: Consortium

Deleted: ____.

Deleted: or

Deleted: →→→→→→→ Non-Participant Member

Exhibit A

WITHHELD IPR

[Adapt as necessary] List here all Necessary Claim(s) Owned by you or a Related Party for which Section 3.2(a)i. or ii. Licenses will not be supplied.

<u>Jurisdiction and Patent Number</u>	Necessary Claim	<u>Affected Portion of Specification</u>

THIRD PARTY IPR

[Adapt as Necessary] List here all Necessary Claim(s) Owned by third parties, to the extent of your knowledge.

<u>Jurisdiction and Patent Number</u>	Necessary Claim	<u>Affected Portion of Specification</u>

Deleted: Index:

Deleted: : → Defined Terms

Formatted: Underline

Formatted: Underline

Deleted: B-1: → Withheld IPR (if any)
B-2: → Third Party IPR (if any)

Page Break

Exhibit A

DEFINED TERMS

Term

... [3]

Deleted: Necessary]

Formatted: Font: Not Bold

Deleted: Effected

Deleted: Exhibit B-2

Deleted: Effected

Appendix D

Deleted: C

PATENT CALL TEXT

Please be aware that this meeting is being held under the Intellectual Property Rights Policy adopted by NISO. If you do not have a copy of this policy, please see the NISO Staff during this meeting. You may also view and download a copy of that policy at the About/Documents section of the NISO website.

At this time, I would ask that anyone in attendance inform me if they are personally aware of any claims under any patent applications or issued patents [anywhere in the world](#) that would be likely to be infringed by an implementation of the specification or other work product which is the subject of this meeting. You need not be the inventor of such patent or patent application in order to inform us of its existence, nor will you be held responsible for expressing a belief that turns out to be inaccurate.

Appendix E

NISO License

Copyright <YEAR> <COPYRIGHT HOLDER>

Permission is hereby granted, free of charge, to any person obtaining a copy of this software and associated documentation files (the “Software”), to deal in the Software without restriction, including without limitation the rights to use, copy, modify, merge, publish, distribute, sublicense, and/or sell copies of the Software, and to permit persons to whom the Software is furnished to do so, subject to the following conditions:

The above copyright notice and this permission notice shall be included in all copies or substantial portions of the Software.

THE SOFTWARE IS PROVIDED “AS IS”, WITHOUT WARRANTY OF ANY KIND, EXPRESS OR IMPLIED, INCLUDING BUT NOT LIMITED TO THE WARRANTIES OF MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE AND NONINFRINGEMENT. IN NO EVENT SHALL THE AUTHORS OR COPYRIGHT HOLDERS BE LIABLE FOR ANY CLAIM, DAMAGES OR OTHER LIABILITY, WHETHER IN AN ACTION OF CONTRACT, TORT OR OTHERWISE, ARISING FROM, OUT OF OR IN CONNECTION WITH THE SOFTWARE OR THE USE OR OTHER DEALINGS IN THE SOFTWARE.

NOTE: The above license relates only to copyright rights. Please reference the National Information Standards Organization IPR Policy for the applicable terms relating to patent rights.

Formatted: Indent: First line: 0", Allow hanging punctuation, Adjust space between Latin and Asian text, Adjust space between Asian text and numbers, Font Alignment: Auto

Formatted: Font: 11 pt, Bold

Page 4: [1] Deleted	ANDYU	3/25/24 5:01:00 PM
Page 13: [2] Deleted	ANDYU	3/25/24 5:01:00 PM
Page 19: [3] Deleted	ANDYU	3/25/24 5:01:00 PM