



# Intellectual Property Rights (IPR) Policy

## 1. INTRODUCTION

The Open Commons Consortium Intellectual Property Rights (IPR) Policy governs the treatment of intellectual property in the production of deliverables by Open Commons Consortium (hereafter referred to as OCC).

This Policy applies to all members of OCC and their Affiliates (as defined below). The OCC Board of Directors may amend this Policy at any time in its sole discretion. In the event of such change to this Policy, the Board will provide instructions for transition of membership and Working Groups to the new Policy; however, no amendment to this Policy will be effective in less than 60 calendar days from the date that written notice of such amendment is given to the Member at its address of record with OCC.

## 2. DEFINITIONS

Each capitalized term within this document shall have the meaning provided below:

1. **Affiliate** - any entity that directly or indirectly controls, is controlled by, or is under common control with, another entity, so long as such control exists. In the event that such control ceases to exist, such Affiliate will be deemed to have withdrawn from OCC pursuant to the terms set forth in the withdrawal provisions in Section 11. For purposes of this definition, with respect to a business entity, control means direct or indirect beneficial ownership of or the right to exercise (i) greater than fifty percent (50%) of the voting stock or equity in an entity; or (ii) greater than fifty percent (50%) of the ownership interest representing the right to make the decisions for the subject entity in the event that there is no voting stock or equity.
2. **Beneficiary** - any organization, including its Affiliates as defined in this Policy, or individual who benefits from the OCC Non-Assertion Covenant with respect to Essential Claims from Obligated Parties for a particular OCC Final Deliverable. A Beneficiary need not be an OCC member.
3. **Continuing Licensing or Non-Assertion Obligation** - a licensing or non-assertion obligation, of the types defined by Section 9 of this Policy, which survives a WG Party's withdrawal from an OCC Working Group.
4. **Contribution** - any material submitted to an OCC Working Group by a WG Member in writing or electronically, whether in an in-person meeting or in any electronic conference or mailing list maintained by OCC for the OCC Working Group and which is or was proposed for inclusion in an OCC Deliverable.
5. **Contribution Obligation** - a licensing or non-assertion requirement, as described in Section 10 that results from making a Contribution as described in Section 9.1.
6. **Contributor** - a WG Party on whose behalf a Contribution is made by the WG Party's WG Member.
7. **Covered Product** - includes only those specific portions of a product (hardware, software or combinations thereof) that (a) implement and are compliant with all Normative Portions of an OCC Final Deliverable produced by a Non-Assertion Mode WG that must be implemented to comply with such deliverable, and (b) to the extent that the product implements one or more

optional portions of such deliverable, those portions that implement and are compliant with all Normative Portions that must be implemented to comply with such optional portions of the deliverable.

8. **Eligible Person** - one of a class of individuals that include: persons holding individual memberships in OCC, employees or designees of organizational members of OCC, and such other persons as may be designated by the OCC Board of Directors.
9. **Essential Claims** - those claims in any patent or patent application in any jurisdiction in the world that would necessarily be infringed by an implementation of those portions of a particular OCC Final Deliverable created within the scope of the WG charter in effect at the time such deliverable was developed. A claim is necessarily infringed hereunder only when it is not possible to avoid infringing it because there is no non-infringing alternative for implementing the Normative Portions of that particular OCC Final Deliverable. Existence of a non-infringing alternative shall be judged based on the state of the art at the time the OCC Final Deliverable is approved.
10. **Feedback** - any written or electronic input provided to an OCC Working Group by individuals who are not WG Members and which is proposed for inclusion in an OCC Deliverable. All such Feedback must be made under the terms of the Feedback License (Appendix A).
11. **Final Maintenance Deliverable** - Any OCC Final Deliverable that results entirely from Maintenance Activity.
12. **IPR Mode** - an element of an OCC WG charter, which specifies the type of licenses or non-assertion covenants required for any Essential Claims associated with the output produced by a given Working Group. This is further described in Section 4.
13. **Licensed Products** - include only those specific portions of a Licensee's products (hardware, software or combinations thereof) that (a) implement and are compliant with all Normative Portions of an OCC Final Deliverable that must be implemented to comply with such deliverable, and (b) to the extent that the Licensee's products implement one or more optional portions of such deliverable, those portions of Licensee's products that implement and are compliant with all Normative Portions that must be implemented to comply with such optional portions of the deliverable.
14. **Licensee** - any organization, including its Affiliates as defined in this Policy, or individual that licenses Essential Claims from Obligated Parties for a particular OCC Final Deliverable. Licensees need not be OCC members.
15. **Maintenance Activity** - Any drafting or development work to modify an OCC Final Deliverable that (a) constitutes only error corrections, bug fixes or editorial formatting changes to the OCC Final Deliverable; and (b) does not add any feature; and (c) is within the scope of the WG that approved the OCC Final Deliverable (whether or not the work is conducted by the same WG).
16. **Normative Portion** - a portion of an OCC Final Deliverable that must be implemented to comply with such deliverable. If such deliverable defines optional parts, Normative Portions include those portions of the optional part that must be implemented if the implementation is to comply with such optional part. Examples and/or reference implementations and other specifications or standards that were developed outside the WG and which are referenced in the body of a particular OCC Final Deliverable that may be included in such deliverable are not Normative Portions.
17. **Non-Assertion Mode WG** - an OCC WG that is chartered under the Non-Assertion IPR Mode described in Section 4.
18. **OCC Deliverable** - a work product developed by a Working Group within the scope of its charter which is enumerated in and developed in accordance with the OCC Working Group Process.
19. **OCC Draft Deliverable** - an OCC Deliverable that has been designated and approved by a Working Group as an OCC Draft Deliverable and which is enumerated in and developed in accordance with the OCC Working Group Process.
20. **OCC Final Deliverable** - an OCC Deliverable that has been designated and approved by a Working Group as an OCC Final Deliverable and which is enumerated in and developed in accordance with the OCC Working Group Process.
21. **OCC Party** - a member of OCC (i.e., an entity that has executed an OCC Membership Agreement) and its Affiliates.
22. **OCC WG Administrator** - the person(s) appointed to represent OCC in administrative matters relating to WGs as provided by the OCC Working Group Process.

23. **OCC Working Group (WG)** - a group of Eligible Persons formed, and whose actions are conducted, according to the provisions of the OCC Working Group Process.
24. **OCC Working Group Process** - the "OCC WORKING GROUP PROCESS", as from time to time amended, which describes the operation of Working Groups at OCC.
25. **Obligated Party** - a WG Party that incurs a licensing or non-assertion obligation for its Essential Claims by either a Contribution Obligation or a Participation Obligation.
26. **Participation Obligation** - a licensing or non-assertion requirement, as described in Section 10, that arises from membership in an OCC Working Group, as described in Section 9.2.
27. **RAND Mode WG** - an OCC WG that is chartered under the RAND IPR Mode described in Section 4.
28. **RF Mode WG** - an OCC WG that is chartered under one of the RF IPR Modes described in Section 4.
29. **WG Member** - an Eligible Person who has completed the requirements to join a WG during the period in which s/he maintains his or her membership as described by the OCC Working Group Process. A WG Member may represent the interests of a WG Party in the WG.
30. **WG Party** - an OCC Party that is, or is represented by, a WG Member in the relevant Working Group.

### 3. CONFIDENTIALITY

Neither Contributions nor Feedback that are subject to any requirement of confidentiality may be considered in any part of the OCC Working Group Process. All Contributions and Feedback will therefore be deemed to have been submitted on a non-confidential basis, notwithstanding any markings or representations to the contrary, and OCC shall have no obligation to treat any such material as confidential.

### 4. WG FORMATION

At the time a WG is chartered, the proposal to form the WG must specify the IPR Mode under which the Working Group will operate. This Policy describes the following IPR Modes:

1. **RAND** - requires all Obligated Parties to license their Essential Claims using the RAND licensing elements described in Section 10.1.
2. **RF on RAND Terms** - requires all Obligated Parties to license their Essential Claims using the RF licensing elements described in Sections 10.2.1 and 10.2.2.
3. **RF on Limited Terms** - requires all Obligated Parties to license their Essential Claims using the RF licensing elements described in Sections 10.2.1 and 10.2.3.
4. **Non-Assertion** - requires all Obligated Parties to provide an OCC Non-Assertion Covenant as described in Section 10.3.

A WG may not change its IPR Mode without closing and submitting a new charter.

### 5. CONTRIBUTIONS

#### 5.1 General

At the time of submission of a Contribution for consideration by an OCC Working Group, each named co-Contributor (and its respective Affiliates) is deemed to agree to the following terms and conditions and to make the following representations (based on the actual knowledge of the WG Member(s) making the Contribution, with respect to items 3 - 5 below, inclusive):

1. OCC has no duty to publish or otherwise use or disseminate any Contribution.
2. OCC may reference the name(s) of the Contributor(s) for the purpose of acknowledging and publishing the Contribution.

3. The Contribution properly identifies any holders of copyright interests in the Contribution.
4. No information in the Contribution is confidential, and OCC may freely disclose any information in the Contribution.
5. There are no limits to the Contributor's ability to make the grants, acknowledgments, and agreements required by this Policy with respect to such Contribution.

## **5.2 Copyright Licenses**

1. To the extent that a Contributor holds a copyright interest in its Contribution, such Contributor grants to OCC a perpetual, irrevocable, non-exclusive, royalty-free, worldwide copyright license, with the right to directly and indirectly sublicense, to copy, publish, and distribute the Contribution in any way, and to prepare derivative works that are based on or incorporate all or part of the Contribution solely for the purpose of developing and promoting the OCC Deliverable and enabling (subject to the rights of the owners of any Essential Claims) the implementation of the same by Licensees or Beneficiaries.
2. To the extent that a Contribution is subject to copyright by parties that are not Contributors, the submitter(s) must provide OCC with a signed "Copyright License Grant" (Appendix B) from each such copyright owner whose permission would be required to permit OCC to exercise the rights described in Appendix B.

## **5.3 Trademarks**

1. Trademarks or service marks that are not owned by OCC shall not be used by OCC, except as approved by the OCC Board of Directors, to refer to work conducted at OCC, including the use in the name of an OCC WG, an OCC Deliverable, or incorporated into such work.
2. No OCC Party may use an OCC trademark or service mark in connection with an OCC Deliverable or otherwise, except in compliance with such license and usage guidelines as OCC may from time to time require.

## **6. LIMITED PATENT COVENANT FOR DELIVERABLE DEVELOPMENT**

To permit WG Members and their WG Parties to develop implementations of OCC Draft Deliverables being developed by a WG, each WG Party represented by a WG Member in a WG, at such time that the WG Member joins the WG, grants to each other WG Party in that WG automatically and without further action on its part, and on an ongoing basis, a limited covenant not to assert any Essential Claims required to implement such OCC Draft Deliverable and covering making or using (but not selling or otherwise distributing) an implementation of such OCC Draft Deliverable, solely for the purpose of testing and developing such deliverable and only until either the OCC Draft Deliverable is approved as an OCC Final Deliverable or the Working Group is closed.

## **7. FEEDBACK**

1. OCC encourages Feedback to OCC Deliverables from both OCC Parties who are not WG Parties and the public at large. Feedback will be accepted only under the "Feedback License" (Appendix A).
2. OCC will require that submitters of Feedback agree to the terms of the Feedback License before transmitting submitted Feedback to the Working Group.

## 8. DISCLOSURE

1. **Disclosure Obligations** - Each WG Party shall disclose to OCC in writing the existence of all patents and/or patent applications owned or claimed by such WG Party that are actually known to the WG Member directly participating in the WG, and which such WG Member believes may contain any Essential Claims or claims that might become Essential Claims upon approval of an OCC Final Deliverable as such document then exists (collectively, "Disclosed Claims").
2. **Disclosure of Third Party Patent Claims** - Each WG Party whose WG Members become aware of patents or patent applications owned or claimed by a third party that contain claims that might become Essential Claims upon approval of an OCC Final Deliverable should disclose them, provided that such disclosure is not prohibited by any confidentiality obligation binding upon them. It is understood that any WG Party that discloses third party patent claims to OCC does not take a position on the essentiality or relevance of the third party claims to the OCC Final Deliverable in its then-current form.

In both cases (Sections 8.1 and 8.2), it is understood and agreed that such WG Party(s)' WG Member(s) do not represent that they know of all potentially pertinent claims of patents and patent applications owned or claimed by the WG Party or any third parties. For the avoidance of doubt, while the disclosure obligation under Sections 8.1 and 8.2 applies directly to all WG Parties, this obligation is triggered based on the actual knowledge of the WG Party's WG Members regarding the WG Party's patents or patent applications that may contain Essential Claims.

3. **Disclosure Requests** - Disclosure requests will be included as described in Section 12 with all public review copies of OCC Final Deliverables. All OCC Parties are encouraged to review such OCC Final Deliverables and make appropriate disclosures.
4. **Limitations** - A disclosure request and the obligation to disclose set forth above do not imply any obligations on the recipients of disclosure requests (collectively or individually) or on any OCC Party to perform or conduct patent searches. Nothing in this Policy nor the act of receiving a disclosure request for an OCC Final Deliverable, regardless of whether it is responded to, shall be construed or otherwise interpreted as any kind of express or implied representation with respect to the existence or non-existence of patents or patent applications which contain Essential Claims, other than that such WG Party has acted in good faith with respect to its disclosure obligations.
5. **Information** - Any disclosure of Disclosed Claims shall include (a) in the case of issued patents and published patent applications, the patent or patent application publication number, the associated country and, as reasonably practicable, the relevant portions of the applicable OCC Final Deliverable; and (b) in the case of unpublished patent applications, the existence of the unpublished application and, as reasonably practicable, the relevant portions of the applicable OCC Final Deliverable.

## 9. TYPES OF OBLIGATIONS

### 9.1 Contribution Obligation

A WG Party has a Contribution Obligation, which arises at the time the Contribution is submitted to a WG, to license or provide under non-assertion covenants as appropriate for the IPR mode described in Section 10, any claims under its patents or patent applications that become Essential Claims when such Contribution is incorporated (either in whole or in part) into (a) the OCC Final Deliverable produced by the WG that received the Contribution, or (b) any Final Maintenance Deliverable with respect to that OCC Final Deliverable.

## 9.2 Participation Obligation

A WG Party has a Participation Obligation to license or provide under non-assertion covenant as appropriate for the IPR mode, as described in Section 10, any claims under its patents or patent applications that would be Essential Claims in the then current OCC Draft Deliverable, if that draft subsequently becomes an OCC Final Deliverable, even if the WG Party is not a Contributor, when all of the following conditions are met:

- An OCC Final Deliverable is finally approved that incorporates such OCC Draft Deliverable, either in whole or in part;
- The WG Party has been on, or has been represented by WG Member(s) on such WG for a total of sixty (60) calendar days, which need not be continuous;
- The WG Party is on, or is represented by WG Member(s) on such WG after a period of seven (7) calendar days after the ballot to approve such OCC Draft Deliverable has elapsed.

Once the foregoing conditions are met, that WG Party's Participation Obligation so to license or provide a non-assertion covenant continues with respect to that OCC Final Deliverable, and any Final Maintenance Deliverable subsequently approved with respect to that OCC Final Deliverable.

For organizational WG Parties, the membership threshold is met by one or more employees or organizational designees of such Parties having been a WG Member on any 60 calendar days, although any given calendar day is only one day of membership, regardless of the number of participants on that day.

Each time a new OCC Draft Deliverable is approved by the WG, the Participation Obligation adjusts to encompass the material in the latest OCC Draft Deliverable seven days after such draft has been approved for publication.

## 10. LICENSING REQUIREMENTS

### 10.1 RAND Mode WG Requirements

For an OCC Final Deliverable developed by a RAND Mode WG, except where a Licensee has a separate, signed agreement under which the Essential Claims are licensed to such Licensee on more favorable terms and conditions than set forth in this section (in which case such separate signed agreement shall supersede this Limited Patent License), each Obligated Party in such WG hereby covenants that, upon request and subject to Section 11, it will grant to any OCC Party or third party: a nonexclusive, worldwide, non-sublicensable, perpetual patent license (or an equivalent non-assertion covenant) under its Essential Claims covered by its Contribution Obligations or Participation Obligations on fair, reasonable, and non-discriminatory terms to make, have made, use, market, import, offer to sell, and sell, and to otherwise directly or indirectly distribute (a) Licensed Products that implement such OCC Final Deliverable, and (b) Licensed Products that implement any Final Maintenance Deliverable with respect to that OCC Final Deliverable. Such license need not extend to features of a Licensed Product that are not required to comply with the Normative Portions of such OCC Final Deliverable or Final Maintenance Deliverable. For the sake of clarity, the rights set forth above include the right to directly or indirectly authorize a third party to make unmodified copies of the Licensee's Licensed Products and to license (optionally under the third party's license) the Licensee's Licensed Products within the scope of, and subject to the terms of, the Obligated Party's license.

At the election of the Obligated Party, such license may include a term requiring the Licensee to grant a reciprocal license to its Essential Claims (if any) covering the same OCC Final Deliverable and any such Final Maintenance Deliverable. Such term may require the Licensee to grant licenses to all implementers of such deliverable. The Obligated Party may also include a term providing that such license may be suspended with respect to the Licensee if that Licensee first sues the Obligated Party for infringement by

the Obligated Party of any of the Licensee's Essential Claims covering the same OCC Final Deliverable or any such Final Maintenance Deliverable.

License terms that are fair, reasonable, and non-discriminatory beyond those specifically mentioned above are left to the Licensees and Obligated Parties involved.

## **10.2 RF Mode WG Requirements**

### **10.2.1 Common**

For an OCC Final Deliverable developed by an RF Mode WG, except where a Licensee has a separate, signed agreement under which the Essential Claims are licensed to such Licensee on more favorable terms and conditions than set forth in this section (in which case such separate signed agreement shall supersede this Limited Patent License), each Obligated Party in such WG hereby covenants that, upon request and subject to Section 11, it will grant to any OCC Party or third party: a nonexclusive, worldwide, non-sublicensable, perpetual patent license (or an equivalent non-assertion covenant) under its Essential Claims covered by its Contribution Obligations or Participation Obligations without payment of royalties or fees, and subject to the applicable Section 10.2.2 or 10.2.3, to make, have made, use, market, import, offer to sell, and sell, and to otherwise directly or indirectly distribute (a) Licensed Products that implement such OCC Final Deliverable, and (b) Licensed Products that implement any Final Maintenance Deliverable with respect to that OCC Final Deliverable. Such license need not extend to features of a Licensed Product that are not required to comply with the Normative Portions of such OCC Final Deliverable or Final Maintenance Deliverable. For the sake of clarity, the rights set forth above include the right to directly or indirectly authorize a third party to make unmodified copies of the Licensee's Licensed Products and to license (optionally under the third party's license) the Licensee's Licensed Products, within the scope of, and subject to the terms of, the Obligated Party's license.

At the election of the Obligated Party, such license may include a term requiring the Licensee to grant a reciprocal license to its Essential Claims (if any) covering the same OCC Final Deliverable and any such Final Maintenance Deliverable. Such term may require the Licensee to grant licenses to all implementers of such deliverable. The Obligated Party may also include a term providing that such license may be suspended with respect to the Licensee if that Licensee first sues the Obligated Party for infringement by the Obligated Party of any of the Licensee's Essential Claims covering the same OCC Final Deliverable and any such Final Maintenance Deliverable.

### **10.2.2 RF on RAND Terms**

With WGs operating under the RF on RAND Terms IPR Mode, license terms that are fair, reasonable, and non-discriminatory beyond those specifically mentioned in Section 10.2.1 may also be included, and such additional RAND terms are left to the Licensees and Obligated Parties involved.

### **10.2.3 RF on Limited Terms**

With WGs operating under the RF on Limited Terms IPR Mode, Obligated Parties may not impose any further conditions or restrictions beyond those specifically mentioned in Section 10.2.1 on the use of any technology or intellectual property rights, or other restrictions on behavior of the Licensee, but may include reasonable, customary terms relating to operation or maintenance of the license relationship, including the following: choice of law and dispute resolution.

### **10.3. Non-Assertion Mode WG Requirements**

10.3.1. For an OCC Final Deliverable developed by a Non-Assertion Mode WG, and any Final Maintenance Deliverable with respect to that OCC Final Deliverable, each Obligated Party in such WG hereby makes the following world-wide "OCC Non-Assertion Covenant".

Each Obligated Party in a Non-Assertion Mode WG irrevocably covenants that, subject to Section 10.3.2 and Section 11 of the OCC IPR Policy, it will not assert any of its Essential Claims covered by its Contribution Obligations or Participation Obligations against any OCC Party or third party for making, having made, using, marketing, importing, offering to sell, selling, and otherwise distributing Covered Products that implement an OCC Final Deliverable developed by that WG and Covered Products that implement any Final Maintenance Deliverable with respect to that OCC Final Deliverable.

10.3.2. The covenant described in Section 10.3.1 may be suspended or revoked by the Obligated Party with respect to any OCC Party or third party if that OCC Party or third party asserts an Essential Claim in a suit first brought against, or attempts in writing to assert an Essential Claim against, a Beneficiary with respect to a Covered Product that implements the same OCC Final Deliverable or any such Final Maintenance Deliverable.

## **11. WITHDRAWAL AND TERMINATION**

A WG Party may withdraw from a WG at any time by notifying the OCC WG Administrator in writing of such decision to withdraw. Withdrawal shall be deemed effective when such written notice is sent.

### **11.1 Withdrawal from a Working Group**

A WG Party that withdraws from an OCC Working Group shall have Continuing Licensing or Non-Assertion Obligations based on its Contribution Obligations and Participation Obligations as follows:

1. A WG Party that has incurred neither a Contribution Obligation nor a Participation Obligation prior to withdrawal has no licensing or non-assertion obligations for OCC Final Deliverable(s) originating from that OCC WG.
2. A WG Party that has incurred a Contribution Obligation prior to withdrawal continues to be subject to its Contribution Obligation.
3. A WG Party that has incurred a Participation Obligation prior to withdrawal continues to be subject to its Participation Obligation but only with respect to OCC Draft Deliverable(s) approved more than seven (7) calendar days prior to its withdrawal.

### **11.2 Termination of an OCC Membership**

An OCC Party that terminates its OCC membership (voluntarily or involuntarily) is deemed to withdraw from all WGs in which that OCC Party has WG Member(s) representing it, and such OCC Party remains subject to Continuing Licensing or Non-Assertion Obligations for each such WG based on its Obligated Party status in that WG on the date that its membership termination becomes effective.

## **12. LIMITATIONS OF LIABILITY**

All OCC Deliverables are provided "as is", without warranty of any kind, express or implied, and OCC, as well as all OCC Parties and WG Members, expressly disclaim any warranty of merchantability, fitness for a particular or intended purpose, accuracy, completeness, non-infringement of third party rights, or any other warranty.



In no event shall OCC or any of its constituent parts (including, but not limited to, the OCC Board of Directors), be liable to any other person or entity for any loss of profits, loss of use, direct, indirect, incidental, consequential, punitive, or special damages, whether under contract, tort, warranty, or otherwise, arising in any way out of this Policy, whether or not such party had advance notice of the possibility of such damages.

In addition, except for grossly negligent or intentionally fraudulent acts, OCC Parties and WG Members (or their representatives), shall not be liable to any other person or entity for any loss of profits, loss of use, direct, indirect, incidental, consequential, punitive, or special damages, whether under contract, tort, warranty, or otherwise, arising in any way out of this Policy, whether or not such party had advance notice of the possibility of such damages.

OCC assumes no responsibility to compile, confirm, update or make public any assertions of Essential Claims or other intellectual property rights that might be infringed by an implementation of an OCC Deliverable.

If OCC at any time refers to any such assertions by any owner of such claims, OCC takes no position as to the validity or invalidity of such assertions, or that all such assertions that have or may be made have been referred to.

### **13. GENERAL**

13.1. By ratifying this document, OCC warrants that it will not inhibit the traditional open and free access to OCC documents for which license and right have been assigned or obtained according to the procedures set forth in this section. This warranty is perpetual and will not be revoked by OCC or its successors or assigns as to any already adopted OCC Final Deliverable; provided, however, that neither OCC nor its assigns shall be obligated to:

1. 13.1.1. Perpetually maintain its existence; nor
2. 13.1.2. Provide for the perpetual existence of a website or other public means of accessing OCC Final Deliverables; nor
3. 13.1.3. Maintain the public availability of any given OCC Final Deliverable that has been retired or superseded, or which is no longer being actively utilized in the marketplace.

13.2. Where any copyrights, trademarks, patents, patent applications, or other proprietary rights are known, or claimed, with respect to any OCC Deliverable and are formally brought to the attention of the OCC WG Administrator, OCC shall consider appropriate action, which may include disclosure of the existence of such rights, or claimed rights. The OCC Working Group Process shall prescribe the method for providing this information.

1. 13.2.1. OCC disclaims any responsibility for identifying the existence of or for evaluating the applicability of any claimed copyrights, trademarks, patents, patent applications, or other rights, and will make no assurances on the validity or scope of any such rights.
2. 13.2.2. Where the OCC WG Administrator is formally notified of rights, or claimed rights under Section 8.8 with respect to entities other than Obligated Parties, the OCC President shall attempt to obtain from the claimant of such rights a written assurance that any Licensee will be able to obtain the right to utilize, use, and distribute the technology or works when implementing, using, or distributing technology based upon the specific OCC Final Deliverable (or, in the case of an OCC Draft Deliverable, that any Licensee will then be able to obtain such a right) under terms that are consistent with this Policy. All such information will be made available to the WG that produced such deliverable, but the failure to obtain such written assurance shall not prevent votes from being conducted, except that the OCC WG Administrator may defer approval for a reasonable period of time where a delay may facilitate the obtaining of such assurances. The results will, however, be recorded by the OCC WG Administrator, and made available to the

public. The OCC Board of Directors may also direct that a summary of the results be included in any published OCC Final Deliverable.

3. 13.2.3. Except for the rights expressly provided herein, neither OCC nor any OCC Party grants or receives, by implication, estoppel, or otherwise, any rights under any patents or other intellectual property rights of the OCC Party, OCC, any other OCC Party, or any third party.

13.3. Solely for purposes of Section 365(n) of Title 11, United States Bankruptcy Code, and any equivalent law in any foreign jurisdiction, the promises under Section 10 will be treated as if they were a license and any OCC Party or third-party may elect to retain its rights under this promise if Obligated Party, as a debtor in possession, or a bankruptcy trustee in a case under the United States Bankruptcy Code, rejects any obligations stated in Section 10.

## 14. NOTICES

### 14.1 Documents

Any document produced by an OCC Working Group shall include the following notices replacing [copyright year] with the year or range of years of publication (bracketed language, other than the date, need only appear in OCC Final Deliverable documents):

*Copyright © OCC [copyright year]. All Rights Reserved.*

*All capitalized terms in the following text have the meanings assigned to them in the OCC Intellectual Property Rights Policy (the "OCC IPR Policy"). The full Policy may be found at the OCC website.*

*This document and translations of it may be copied and furnished to others, and derivative works that comment on or otherwise explain it or assist in its implementation may be prepared, copied, published, and distributed, in whole or in part, without restriction of any kind, provided that the above copyright notice and this section are included on all such copies and derivative works. However, this document itself may not be modified in any way, including by removing the copyright notice or references to OCC, except as needed for the purpose of developing any document or deliverable produced by an OCC Working Group (in which case the rules applicable to copyrights, as set forth in the OCC IPR Policy, must be followed) or as required to translate it into languages other than English.*

*The limited permissions granted above are perpetual and will not be revoked by OCC or its successors or assigns.*

*This document and the information contained herein is provided on an "AS IS" basis and OCC DISCLAIMS ALL WARRANTIES, EXPRESS OR IMPLIED, INCLUDING BUT NOT LIMITED TO ANY WARRANTY THAT THE USE OF THE INFORMATION HEREIN WILL NOT INFRINGE ANY OWNERSHIP RIGHTS OR ANY IMPLIED WARRANTIES OF MERCHANTABILITY OR FITNESS FOR A PARTICULAR PURPOSE.*

*[OCC requests that any OCC Party or any other party that believes it has patent claims that would necessarily be infringed by implementations of this OCC Final Deliverable, to notify OCC WG Administrator and provide an indication of its willingness to grant patent licenses to such patent claims in a manner consistent with the IPR Mode of the OCC Working Group that produced this deliverable.]*

*[OCC invites any party to contact the OCC WG Administrator if it is aware of a claim of ownership of any patent claims that would necessarily be infringed by implementations of this OCC Final Deliverable by a patent holder that is not willing to provide a license to such patent claims in a manner consistent with the IPR Mode of the OCC Working Group that produced this OCC Final Deliverable. OCC may include such claims on its website, but disclaims any obligation to do so.]*

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## 14.2 Other Deliverables

Other OCC Deliverables may include just the copyright notice as follows replacing [copyright year] with the year or year range of publication:

*Copyright © OCC [copyright year]. All Rights Reserved.*

## 14.3 Additional Copyright Notices

Additional copyright notices identifying Contributors may also be included with the OCC copyright notice.

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## Appendix A. Feedback License

The "OCC \_\_\_\_\_ Working Group" is developing technology (the "OCC \_\_\_\_\_ Deliverable") as defined by its charter and welcomes input, suggestions and other feedback ("Feedback") on the OCC \_\_\_\_\_ Deliverable. By the act of submitting, you (on behalf of yourself if you are an individual, and your organization and its Affiliates if you are providing Feedback on behalf of that organization) agree to the following terms (all capitalized terms are defined in the OCC Intellectual Property Rights ("IPR") Policy:

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3. Right to Provide - You warrant to the best of your knowledge that you have rights to provide this Feedback, and if you are providing Feedback on behalf of an organization, you warrant that you have the rights to provide Feedback on behalf of your organization and to bind your organization and its Affiliates to the licensing or non-assertion obligations provided above.
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5. No requirement to Use - You also acknowledge that OCC is not required to incorporate your Feedback into any version of this OCC Deliverable.

Assent of Feedback Provider:

By: \_\_\_\_\_ (Signature)  
Name: \_\_\_\_\_  
Title: \_\_\_\_\_  
Organization: \_\_\_\_\_  
Date: \_\_\_\_\_ Email: \_\_\_\_\_

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### **Appendix B. Copyright License Grant**

The undersigned, on its own behalf and on behalf of its represented organization and its Affiliates, if any, with respect to their collective copyright ownership rights in the Contribution "\_\_\_\_\_", grants to OCC a perpetual, irrevocable, non-exclusive, royalty-free, world-wide copyright license, with the right to directly and indirectly sublicense, to copy, publish, and distribute the Contribution in any way, and to prepare derivative works that are based on or incorporate all or part of the Contribution solely for the purpose of developing and promoting the OCC Deliverable and enabling the implementation of the same by Licensees or Beneficiaries (all above capitalized terms are defined in the OCC Intellectual Property Rights ("IPR") Policy.

Assent of the Undersigned:

By: \_\_\_\_\_ (Signature)  
Name: \_\_\_\_\_  
Title: \_\_\_\_\_  
Organization: \_\_\_\_\_  
Date: \_\_\_\_\_  
Email: \_\_\_\_\_

Dates Approved:

Effective: \_\_\_\_\_