

**IDENTITY ECOSYSTEM STEERING GROUP (IDESG) Policy #1:  
INTELLECTUAL PROPERTY RIGHTS POLICY (“IPR POLICY”)**

**1. The Purpose of this IPR Policy. This IPR Policy sets forth the intellectual property terms that Members agree to in order to participate in the Committees of the Plenary (“Committees”) that may promulgate Deliverables. Compliance with this IPR Policy is required by all IDESG Members and the work of the Plenary and all Committees thereof. With respect to non-members, the IDESG and its Committees shall be responsible for including in all meeting notices and at the commencement of all meetings, including electronic or remote meetings, an announcement that the contributions of all participants are subject to the IDESG IPR policy as set forth on the IDESG website and that all such participants, by making such contributions, grant the same copyright licenses and other assurances as provided in this policy, and waive any rights to the contrary.**

**2. Patents. Participation in IDESG generally does not require Committee members to make any formal commitment regarding patents. Membership in some Committees; however, may require execution of a subsequent agreement, including the patent policy set forth in Exhibit 1 (which will, in all cases, be the patent policy applicable to any Committee that elects, in its charter, to create Deliverables that may infringe patents). For any Committee that requires a patent policy, no individual will be permitted to participate in that Committee until such time as the Member Representative or Individual Member has approved, in writing, the individual’s participation in that Committee.**

**3. Copyrights. Each Organizational Member or Individual Member hereby grants to IDESG a worldwide, non-exclusive, no-charge, royalty-free, copyright license, without any obligation for accounting to such Member, to reproduce, prepare derivative works of, publicly display, publicly perform, sublicense, and distribute its Contributions to the Committee and to IDESG.**

**4. Contributions. All Contributions are subject to the IDESG transparency requirements. By making Contributions to IDESG or its Committees, each Organizational Member or Individual Member consents to its public posting, circulation, and archiving and waives any rights to the contrary. The foregoing consent and waiver may be limited in cases where:**

- (a) administrative or accreditation activities of IDESG require limited circulation;**

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**(b) the approved and posted charter of the relevant Committee explicitly defines an activity or resource as having that limited circulation; and,**

**(c) the Contribution falls within such class defined in such charter.**

**The IDESG and its Committees have no obligation to use or publish any Contributions. IDESG may reference the name(s) of the contributor(s) for the purpose of acknowledging and publishing the Contribution. The IDESG Member agrees to properly identify any holders of copyright interests in each Contribution that it makes, in a written disclosure to IDESG.**

**5. Representations, Warranties, and Disclaimers. The IDESG Member represents and warrants that it is legally entitled to grant the rights set forth in this IPR Policy, and that it will not knowingly submit Contributions to which the Member does not have sufficient rights to grant the rights set forth in this IPR Policy or any applicable IDESG policies. IN ALL OTHER RESPECTS THE CONTRIBUTIONS ARE PROVIDED "AS IS." The entire risk as to implementing or otherwise using any Deliverable is assumed by the implementer and user. Except as stated herein, the member expressly disclaims any warranties (express, implied, or otherwise), including implied warranties of merchantability, non-infringement, fitness for a particular purpose, or title, related to any Deliverable. IN NO EVENT WILL ANY PARTY BE LIABLE TO ANY OTHER PARTY FOR LOST PROFITS OR ANY FORM OF INDIRECT, SPECIAL, INCIDENTAL, CONSEQUENTIAL, OR EXEMPLARY DAMAGES OF ANY CHARACTER FROM ANY CAUSES OF ACTION OF ANY KIND WITH RESPECT TO THIS IPR POLICY, WHETHER BASED ON BREACH OF CONTRACT, TORT (INCLUDING NEGLIGENCE), OR OTHERWISE, AND WHETHER OR NOT THE OTHER PARTY HAS BEEN ADVISED OF THE POSSIBILITY OF SUCH DAMAGE.**

**6. Third Party Beneficiaries. Each user or implementer of an IDESG Deliverable is an intended third-party beneficiary of this IPR Policy, entitled to enforce the IPR Policy against each IDESG Member.**

**7. Duration of Obligation. Obligations of an IDESG Member that are incurred during its membership remain in force, after its termination of membership, with respect to Contributions made during its membership. A Member who terminates its membership will not, however, incur any new obligations after such termination.**

## 8. Definitions.

(a) **"Contribution"** means any work of authorship, including any modifications or additions to an existing work, that is intentionally submitted for inclusion in a Deliverable as well as any other written information provided by a Member to any Committee or the Plenary for the purpose of creating, commenting on, revising, updating, modifying, or adding to any Deliverable. For the purposes of this definition, "submit" means any form of electronic, oral, or written communication for the purpose of discussing and improving the Deliverable, but excluding any communication that is conspicuously and expressly designated in writing as not a Contribution.

(b) **"Control"** means, for a corporation, direct or indirect control of more than 50% of the voting power to elect directors of that corporation, or for any other entity, the power to direct management of such entity.

(c) **"Committee"** will have the meaning set forth in Section 12.1 of the ROA (or in any successor to such section).

(d) **"Deliverable"** means the finalized work product of an applicable Working Group of IDESG, as determined in accordance with that Committee's applicable approval process.

(e) **"IDESG Member" or "Member"** means a participant in the IDESG or a particular Committee, as provided in the IDESG Rules of Association ("ROA"), and in the case of participants representing Organizational Members, also includes the Organizational Member, and any entity that Organizational Member Controls.

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EXHIBIT 1 - IDESG PATENT POLICY

**Incorporation by Reference of the Common Patent Policy and  
Guidelines for Implementing the Common Patent Policy.**

The terms of the Common Patent Policy for ITU-T/ITU-R/ISO/IEC as of 11/[30]/2012 ([currently] available at <http://www.itu.int/en/ITU-T/ipr/Pages/policy.aspx>), the Guidelines for Implementing the Common Patent Policy for ITU-T/ITU-R/ISO/IEC Revision > 1, effective [4/23/2012] ([currently] available at [http://www.itu.int/dms\\_pub/itu-t/oth/04/04/T04040000010003PDFE.pdf](http://www.itu.int/dms_pub/itu-t/oth/04/04/T04040000010003PDFE.pdf)), the ITU Software Copyright Guidelines [dated] 7/12/2011 and applicable as from [4/13/2012] 2012 ([currently] available at [http://www.itu.int/dms\\_pub/itu-t/oth/04/04/T04040000040004PDFE.pdf](http://www.itu.int/dms_pub/itu-t/oth/04/04/T04040000040004PDFE.pdf)), and the ITU-T Guidelines related to the Inclusion of Marks in ITU-T Recommendation Issue 2.0 – November 2005 ([currently] available at [http://www.itu.int/dms\\_pub/itu-t/oth/04/04/T04040000060001PDFE.pdf](http://www.itu.int/dms_pub/itu-t/oth/04/04/T04040000060001PDFE.pdf)) are hereby incorporated by reference, with references in these documents to ITU, ISO, and IEC deemed replaced by references to IDESG, references to Study Groups are deemed replaced by Committees, with references to Recommendations and/or Deliverables (or “Recommendation / Deliverable”) deemed replaced by references to Deliverables, and all other ISO/IEC/ITU-T terms replaced with applicable IDESG terminology. Members will have no obligation to conduct any patent or other intellectual property searches.

**Patent Statement and Licensing Declaration Form for IDESG  
Deliverable**

*This declaration does not represent an actual grant of a license*

Name of IDESG Deliverable: \_\_\_\_\_

Please return to IDESG as instructed below:  
Mail: 1122 Bettstrail Way, Potomac, MD 20854  
Email: [administrator@idecosystem.org](mailto:administrator@idecosystem.org)  
Fax: 240-720-9484

<b>Patent Holder:</b> Legal Name: _____ Contact for license application: Name and Department: _____ Address: _____ _____ Telephone: _____ Fax: _____ E-mail: _____ URL (optional) _____
<b>Licensing Declaration:</b> The Patent Holder believes that it holds granted and/or pending applications for patents, the use of

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which would be required to implement a Deliverable and hereby declares, in accordance with the IPR Policy of IDESG, that (check one box only):

1.  The Patent Holder is prepared to grant a free of charge license to an unrestricted number of applicants on a worldwide, non-discriminatory basis and under other reasonable terms and conditions to make, use, and sell implementations of the above Deliverable.

Negotiations are left to the parties concerned and are performed outside the IDESG.

Also mark here  if the Patent Holder’s willingness to license is conditioned on reciprocity for the above Deliverable.

Also mark here  if the Patent Holder reserves the right to license on reasonable terms and conditions (but not free of charge) to applicants who are only willing to license their patent claims ,whose use would be required to implement the above Deliverable, on reasonable terms and conditions (but not free of charge).

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2.  The Patent Holder is prepared to grant a license to an unrestricted number of applicants on a worldwide, non-discriminatory basis and on reasonable terms and conditions to make, use and sell implementations of the above Deliverable.

Negotiations are left to the parties concerned and are performed outside the IDESG.

Also mark here  if the Patent Holder’s willingness to license is conditioned on reciprocity for the above Deliverable.

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3.  The Patent Holder is unwilling to grant licenses in accordance with provisions of either 1 or 2 above.

In this case, the following information must be provided to the IDESG, as part of this declaration: (a) granted patent number or patent application number (if pending); (b) an indication of which portions of the above Deliverable are affected; and, (c) a description of the patent claims covering the above Deliverable.

**Free of charge:** The words “free of charge” do not mean that the Patent Holder is waiving all of its rights with respect to the essential patent. Rather, “free of charge” refers to the issue of monetary compensation; *i.e.*, that the Patent Holder will not seek any monetary compensation as part of the licensing arrangement (whether such compensation is called a royalty, a one-time licensing fee, etc.). However, while the Patent Holder in this situation is committing to not charging any monetary amount, the Patent Holder is still entitled to require that the implementer of the above Deliverable sign a license agreement that contains other reasonable terms and conditions such as those relating to governing law, field of use, reciprocity, warranties, etc.

**Reciprocity:** As used herein, the word “reciprocity” means that the Patent Holder shall only be required to license any prospective licensee if such prospective licensee will commit to license its essential patent(s) or essential patent claim(s) for implementation of the same above Deliverable free of charge or under reasonable terms and conditions.

Signature

Patent Holder: \_\_\_\_\_

Name of authorized person: \_\_\_\_\_

Title of authorized person: \_\_\_\_\_

Signature: \_\_\_\_\_

Place: \_\_\_\_\_

Date: \_\_\_\_\_