

# OASIS IPR Policy FAQ

July 2004

A revised Intellectual Property Rights (IPR) Policy is being sent to OASIS members for review prior to the Board's final approval and implementation of the Policy. The purpose of this FAQ is to explain this new OASIS IPR Policy and the changes it introduces.

This document is not a normative explanation of the new IPR Policy. Refer to the OASIS IPR Policy document for correct and complete definitions of the IPR Policy. If there is any inconsistency between this FAQ and the normative IPR Policy document, the IPR Policy takes precedence.

The OASIS TC Process document will also be revised in order to support the revised IPR Policy. Both policies will be implemented simultaneously, as they rely upon each other.

## **1. Updating the OASIS IPR Policy 3**

- 1.1. *What are the goals of the updated IPR Policy? 3*
- 1.2. *What are the issues addressed by the updated IPR Policy and Membership Agreement? 3*

## **1.3. Why did the OASIS Board of Directors decide to revise the OASIS IPR Policy? 3**

- 1.4. *What criteria and input did the Board use in deciding what changes should be made to the OASIS IPR Policy? 3*
- 1.5. *How will the Board make its final decision on the updated IPR Policy? 4*
- 1.6. *When will the new IPR Policy become binding on the membership? 4*
- 1.7. *Why didn't OASIS simply adopt the IPR Policy of another organization? 4*

## **2. Summary of Changes 4**

- 2.1. *What are the significant changes in the new IPR Policy? 4*
- 2.2. *How will the changes affect the day-to-day work of existing TC? 5*
- 2.3. *How will the changes affect the way a TC Member makes Contributions of work to the TC? 6*
- 2.4. *How will the changes affect the way a TC Member is obligated by TC participation? 6*
- 2.5. *How will the changes affect the way a TC Observer is obligated by TC participation? 6*
- 2.6. *How will the changes affect non-TC members? 6*
- 2.7. *How will the changes affect the way disclosures of essential patent claims are made? 6*
- 2.8. *How will the changes affect the way implementations of OASIS technical work are developed? 6*
- 2.9. *Can a Royalty-Free TC be started today? What is the process? 7*
- 2.10. *What will be done to make TC Chair and TC Member participation easier under the new policy? 7*

## **3. OASIS Membership and TC Participation 7**

- 3.1. *How does an existing Organizational Member come under the new IPR Policy? 7*
- 3.2. *To whom does the new Membership Agreement apply? 7*
- 3.3. *What does it mean to participate in a TC when you work for an organization? 7*
- 3.4. *How does an existing Individual Member come under the new IPR Policy? 8*
- 3.5. *Why is OASIS encouraging members to sign the new agreements as early as possible? 8*
- 3.6. *Are there changes to the eligibility rules for Individual members? 8*
- 3.7. *Why is the change to Individual Membership eligibility important? 8*
- 3.8. *If an Individual Member does not meet the new eligibility requirements, what are their options? 8*
- 3.9. *What happens if an Individual Member starts to work for a new employer? 9*
- 3.10. *What if a member does not sign the new IPR Policy? 9*

#### **4. IPR Modes and Licensing Obligations 9**

- 4.1. *How many IPR modes are there in the new OASIS IPR Policy? 9*
- 4.2. *What are the primary differences between the IPR modes? 9*
- 4.3. *Why are there three IPR modes? 9*
- 4.4. *Can a license other than the ones described in the OASIS IPR Policy be granted by a member? 10*

#### **5. TCs and the new IPR Policy 10**

- 5.1. *How does a new TC identify its IPR Mode? 10*
- 5.2. *How does an existing TC transition to the new IPR Policy? 10*
- 5.3. *How does a TC know how many and which of its members have signed the new Membership Agreement? 11*
- 5.4. *Who is eligible to vote on the TC transition? 11*
- 5.5. *Why do the members' Voting Representatives cast the transition approval vote in the TC instead of the members of the TC? 11*
- 5.6. *Do all OASIS Voting Members vote on every TC transition? 11*
- 5.7. *What if the transition vote fails? 12*
- 5.8. *If a member has not signed the new Membership Agreement and the TC transitions to the new IPR Policy, can they still participate in the TC? 12*
- 5.9. *When is a TC's transition to the new IPR Policy and IPR mode effective? 12*
- 5.10. *If a TC stated in its charter that it would work under Royalty-Free terms, can it still work under those terms under the new IPR Policy? 12*

#### **6. Contributions, Disclosures, and Trademarks 12**

- 6.1. *My organization has already made a Contribution of technical work to a TC; do we need to contribute this again or do anything in addition to what we have already done? 12*
- 6.2. *My organization has already notified the TC of Essential Claims it has with regards to the TC's work; do we need to notify the TC again or do anything in addition to what we have already done? 13*
- 6.3. *I made a Contribution to a TC, and it became part of a draft, but was not included in the final approved Committee Draft or Committee Specification. Now someone says I'm obliged to license it to them. Is that true? 13*
- 6.4. *I incurred a participation obligation in a TC. Now someone wants me to license to them one of my patents, but I don't want to, and they don't really need to implement the spec by using my patent. Am I really obliged to license, as they insist? 13*
- 6.5. *May a TC use a Contribution that was made to a different TC? 13*
- 6.6. *The OASIS IPR Policy prohibits the use of third-party trademarks by TCs. What if a TC determines that the use of a third-party trademark is essential to their work? 13*

#### **7. Obligations 13**

- 7.1. *Can a TC change the scope of its work, thereby increasing IPR obligations? 13*
- 7.2. *Can an organization represented by a TC member eliminate its licensing obligations? 13*

## **1. Updating the OASIS IPR Policy**

### **1.1. What are the goals of the updated IPR Policy?**

The primary goal of updating the IPR Policy is to bring OASIS policies in line with common industry best practices and to remove the ambiguities and uncertainties that exist in the current policy, while reflecting the interests and concerns of the diverse OASIS membership and its wide range of technical work. The revised IPR Policy is also intended to encourage existing industry work to come to OASIS and advance widespread adoption of OASIS Standards.

### **1.2. What are the issues addressed by the updated IPR Policy and Membership Agreement?**

The following issues have been identified in the current IPR Policy and are addressed in the new IPR policy and Membership Agreement:

- Clarifying process and policy ambiguities;
- Binding members to the OASIS policies;
- Clarifying eligibility rules for Individual Members;
- Establishing clear licensing commitments and royalty terms for participants in each Technical Committee;
- Requiring that licenses from participants be available to implement OASIS Standards and specifications and that developers know how to obtain these licenses;
- Providing licensing tracks appropriate for the breadth of the membership and topics under development; and
- Ensuring that appropriate licenses are in place for member prototyping.

### **1.3. Why did the OASIS Board of Directors decide to revise the OASIS IPR Policy?**

The current OASIS IPR Policy was developed in 1998, and reflected industry best practices as known at that time. Since then, intellectual property issues, specifically around patent licensing, have become a much more visible part of the standards development process. The Board decided that the IPR Policy should be updated to more closely meet current industry practices and the needs of the OASIS membership. The Board also wanted to clarify some areas of the existing policy based on experience with the policy over the past few years.

### **1.4. What criteria and input did the Board use in deciding what changes should be made to the OASIS IPR Policy?**

The OASIS Board has been discussing updates to the IPR Policy for over three years. This extended review was important in order to gain a detailed understanding of the issues surrounding intellectual property and standards development, the experiences of other industry organizations, and the needs of the OASIS membership.

Considerations for the revised policy were developed from multiple sources:

- The OASIS Board and staff worked together to review each of the IPR-related questions and issues raised within Technical Committees and the TC chartering

- process to help determine the current needs of the OASIS membership.
- The diverse interests of OASIS members initiating new standards work in TCs, and those members bringing existing work or established organizations into OASIS were considered. A key goal of the updated IPR Policy is providing the flexibility needed to support all types of work within the organization, and to not assume that a single, inflexible approach is sufficient to meet all member needs.
  - The impact of the new policy on TC Chairs, Members, and OASIS staff was reviewed in order to ensure that the process does not create an undue burden on the membership, and that the policy can be consistently administered for all OASIS members.
  - The IPR policies of other industry organizations were reviewed and used as models to either adopt or build upon. Many OASIS Directors have first-hand experience with similar activities.
  - Feedback from the OASIS membership will be evaluated to improve the policy and to ensure that all members have an opportunity to share their views on the updated IPR Policy and TC Process.

**1.5. How will the Board make its final decision on the updated IPR Policy?**

The draft IPR Policy and Transition Plan is being distributed to the OASIS membership for their review and feedback. Comments on the draft documents will be sent to the Board for their consideration. Proposed changes that the Board accepts will be incorporated into the final documents.

As specified in the organization's Bylaws, the OASIS Board of Directors is responsible for all OASIS policies and procedures, and they will vote to approve the revised IPR Policy.

**1.6. When will the new IPR Policy become binding on the membership?**

The new IPR Policy and supporting TC Process updates will take effect no earlier than 60 days after approval by the OASIS Board. The Board approval vote is currently scheduled for the October 2004 Board meeting, depending on the feedback received during the member review period. The intent is for the new Policy to be effective 1 January 2005.

**1.7. Why didn't OASIS simply adopt the IPR Policy of another organization?**

OASIS is a unique organization due to the diversity of its membership and technical activities. The policies of other organizations were reviewed by the Board and considered as input to the OASIS IPR policy development process, but were not found to be suitable as-is for OASIS' requirements.

**2. Summary of Changes**

**2.1. What are the significant changes in the new IPR Policy?**

The new IPR Policy has been written to reflect best current practices for standards organizations. The Policy is intended to resolve ambiguities and to provide clarity around important disclosure and licensing issues. The most significant changes are the following:

- **Membership Agreement:** While OASIS has always required its members to accept OASIS policies upon joining, we will now require members, both organizational and individual, to sign a Membership Agreement. The difference is that the new Membership Agreement (available shortly) will be much clearer in its statement of member obligations and in binding the member to the Policy.
- **Individual Members :** Policies related to individual OASIS membership have been clarified. Individuals that have assigned their IP ownership to others (e.g., by signing most employment contracts) are no longer eligible to hold Individual Membership in OASIS. This protects members of OASIS by ensuring that no licensing obligations are incurred by an organization without its having signed a Membership Agreement
- **Multiple IPR Modes:** Three IPR Modes are now available to TCs: RAND, Unrestricted RF, and Restricted RF. These IPR Modes offer the flexibility needed for TC members to select the licensing terms that are most appropriate for their TC.
- **Licensing Obligations:** Within each IPR Mode, IPR licensing obligations are now clearly specified. In the previous policy, OASIS members had no obligation to grant any patent licenses for their work.
- **Contributions:** The IPR Policy and TC Process define the process and obligations associated with making contributions of existing work to a TC.
- **Implementation license:** The IPR Policy provides for a limited patent license that allows members of the TC to create implementations of the specification before its completion and approval.
- **Disclosure obligations:** The IPR Policy defines disclosure obligations for TC members and other parties that increase the information available to potential implementers.
- **Contribution and Participation obligations:** The IPR Policy defines obligations on the part of parties who contribute existing work to provide licenses for any essential claims contained in that contribution, and obligations on the part of organizations whose employees are members of the TC to provide licenses for any essential claims contained in the TC's work; both of these obligations survive withdrawal from the TC.
- **Feedback license:** The IPR Policy includes a requirement that all input to the TC, whether from TC Members or from other parties, be covered either by the Membership Agreement or by a Feedback License.

## **2.2. *How will the changes affect the day-to-day work of existing TC?***

The revised IPR Policy does not have a significant impact on the technical development process within a TC. As part of the transition to the new IPR Policy, existing TCs will

need to select and approve which IPR mode under which they will operate. After transitioning to the new Policy, the TC chair or secretary will need to track which organizations incur a Participation or Contribution Obligation in the TC.

The policy will impact the IPR obligations relating to:

- explicit contributions to a TC;
- participation in the activities of a TC; and
- feedback to a TC from non-TC members.

**2.3. *How will the changes affect the way a TC Member makes Contributions of work to the TC?***

The process for making Contributions to a TC will be defined in a revision of the TC Process document. This will require that Contributions be made by attaching an electronic version of the document to a message sent to the TC's email list, or by submitting the electronic document to the TC's document repository. The act of making a Contribution to a TC results in specific patent licensing obligations that should be understood by the Contributor beforehand.

**2.4. *How will the changes affect the way a TC Member is obligated by TC participation?***

Participation in the activities of a TC may also obligate a participant to license essential claims associated with the deliverables of that TC, so TC members should understand the participation obligation aspect of the IPR policy before participating.

**2.5. *How will the changes affect the way a TC Observer is obligated by TC participation?***

Observers in the TC, while OASIS members, will not be allowed to participate in the TC nor make Contributions; they will be read-only lurkers. This frees them and their organizations from Participation and Contribution Obligations that TC Members acquire.

**2.6. *How will the changes affect non-TC members?***

The new IPR Policy requires that feedback from non-TC members (both OASIS members as well as the public) be submitted under a new Feedback License. This license was not required under the previous IPR Policy.

**2.7. *How will the changes affect the way disclosures of essential patent claims are made?***

There is no change to the process for making a Disclosure; Disclosures are communicated to the TC Administrator who will post them to the TC's IPR page. However, the new IPR Policy now explicitly defines the information that should be included in a disclosure statement.

**2.8. *How will the changes affect the way implementations of OASIS technical work are developed?***

The new IPR Policy provides for prototyping licenses for TC Members to test their implementations of unapproved specifications. The previous IPR policy did not provide for any implementation licenses prior to final TC approval.

Once a TC specification is approved as a Committee Specification, TC members have a clear obligation to grant licenses to everyone upon request, in accordance with the TC's declared IPR mode.

**2.9. *Can a Royalty-Free TC be started today? What is the process?***

Under the existing policy, a new TC could be proposed with a charter that includes the current Board-approved RF language.

Once the new IPR Policy is in effect, OASIS Members who have signed the Membership Agreement may propose a new TC under any of the three IPR modes in the policy. Existing TCs may also be transitioned to an RF mode under the new IPR Policy.

**2.10. *What will be done to make TC Chair and TC Member participation easier under the new policy?***

The Board has made every effort to ensure that the implementation of this new IPR policy will not impose an undue burden on the TC Chair or Members. There will be some small number of additional tasks for the TC as well as for staff, Contributors, and holders of essential claims, but the Board feels that the benefits of the new policy outweigh any additional effort.

**3. OASIS Membership and TC Participation**

**3.1. *How does an existing Organizational Member come under the new IPR Policy?***

Organizational (Sponsor and Contributor level) Members come under the new IPR Policy when their designated authorized representative signs the OASIS Membership Agreement on behalf of the organization. To expedite the transition of TCs to the new IPR Policy all organizations are strongly encouraged to have their designated representative sign the new OASIS Membership Agreement as soon as possible. At the very latest this must be signed at the time of membership renewal.

**3.2. *To whom does the new Membership Agreement apply?***

The new Membership Agreement applies only to members' participation in TCs that have transitioned to the new IPR Policy. TCs that have not completed their transition are not governed by the new IPR policy, but continue to operate under the previous IPR policy.

**3.3. *What does it mean to participate in a TC when you work for an organization?***

A Member of a TC who is associated with an OASIS Organizational Member, as an employee or designee, binds that organization to IPR obligations based on Contributions and Participation. For this reason, it is important that each organization's OASIS Primary Representative be aware of and approve participation of all its employees or designees.

**3.4. How does an existing Individual Member come under the new IPR Policy?**

Individual Members come under the new IPR Policy when they sign the Membership Agreement. To expedite the transition of TCs to the new IPR Policy all Individuals are strongly encouraged to sign the new OASIS Membership Agreement as soon as possible. At the very latest this must be signed at the time of membership renewal.

Note that individuals that have assigned their IP ownership to others (e.g., by signing most employment contracts) will no longer be eligible to hold Individual Membership in OASIS.

**3.5. Why is OASIS encouraging members to sign the new agreements as early as possible?**

While OASIS members may wait until their next annual renewal to sign the new Membership Agreement, the TCs that they participate in cannot transition to the new IPR Policy until 50% of the Organizational and Individual Members of that TC have signed the new Membership Agreement. TCs must make the transition within nine months of the effective date of the new IPR Policy, otherwise they will be closed. In addition, organizations that have not signed the new Membership Agreement will be unable to participate in TCs that have transitioned to the new IPR Policy.

**3.6. Are there changes to the eligibility rules for Individual members?**

Yes. If an individual's IP is owned by his or her employer, (as is required by most employment agreements), he or she will be unable to continue to participate under the OASIS Individual Membership level.

**3.7. Why is the change to Individual Membership eligibility important?**

One of the primary goals of the updated IPR Policy is to ensure that Contributions have clear licensing obligations and that licenses are available to implement all OASIS Standards and specifications. Common industry practices dictate that corporate employees sign employee agreements that assign the intellectual property rights for their work to their employers. As a result, an employee that participates in an OASIS TC without the formal agreement of their company risks making a contribution of property they do not actually own.

**3.8. If an Individual Member does not meet the new eligibility requirements, what are their options?**

Individual Members who are no longer eligible for this category should encourage their employers to join OASIS. Otherwise, ineligible individuals will only be permitted to participate in TCs that have not transitioned to the new IPR Policy, and only until such time as their current membership expires.

OASIS values the contributions of all our members, and every effort will be made by staff to work with those affected by this change to facilitate smooth transfer from Individual to Organizational Membership. Residual dues credit will be applied as appropriate.



### **3.9. *What happens if an Individual Member starts to work for a new employer?***

Currently eligible Individual Members who become ineligible during their membership term by accepting employment with a corporation to which they have assigned IP ownership will no longer be able to participate in any TC operating under the new IPR Policy unless their new employers are or become OASIS Organizational Members and approve of their participation.

### **3.10. *What if a member does not sign the new IPR Policy?***

Each TC is required to transition to the new IPR Policy or complete its work within nine months of the effective date of the new IPR Policy. Members who have not signed the new Membership Agreement will be allowed to participate in only those TCs that have not yet transitioned to the new IPR Policy, and only until their membership expires.

Members who have not signed the new Membership Agreement will be unable to participate in any TC that is operating under the new IPR Policy; they will be required to sign the new Membership Agreement before their annual membership renewal.

## **4. IPR Modes and Licensing Obligations**

### **4.1. *How many IPR modes are there in the new OASIS IPR Policy?***

The new IPR Policy defines three IPR Modes under which a TC can operate: RAND, Unrestricted RF, and Restricted RF. Proposals for new OASIS TCs must specify one of these three modes under which the TC will operate. Existing TCs must transition to the new IPR Policy and specify one of these three modes within nine months of the effective date of the new IPR Policy.

### **4.2. *What are the primary differences between the IPR modes?***

- **RAND mode** allows reasonable and non-discriminatory patent licensing terms. It defines a basic set of minimal terms the Licensor is obliged to offer (such as granting a license that is worldwide, non-exclusive, perpetual, reasonable and non-discriminatory, etc.) and leaves all other non-specified terms to negotiations between the Licensor and the Licensee.
- **Unrestricted RF mode** is the same as RAND, however it does not permit the Licensor to charge fees or royalties for the license.
- **Restricted RF mode** is the same as the Unrestricted RF mode, however it does not allow for the negotiation of any other non-specified terms between the Licensor and the Licensee.

Each of these modes includes a requirement for reciprocity, meaning that a Licensor need not grant a license to a requesting Licensee if that Licensee does not grant a reciprocal license covering the Licensee's Essential Claims in that Specification. Each also includes defensive suspension, meaning that if a licensor is sued a license need not be given.

### **4.3. *Why are there three IPR modes?***

An IPR policy for a TC serves two purposes. One is to protect OASIS members by clearly defining licensing obligations incurred by participation in TCs; the other is to enable confident implementations of completed Committee Specifications and OASIS

Standards by acknowledging IPR conditions for the TC's deliverables. Different IPR modes impose different requirements on those granting licenses.

OASIS believes that the choice of clearly defined IPR modes will allow members of our TCs to select the IPR mode that is most appropriate for each TC's activities. The wide variety of types of organizations participating at OASIS, (e.g. horizontal or vertical activities; governmental-, vendor- or user-driven companies) and technologies being developed (foundational to vertical), implies a variety of needs and concerns to be met within the IPR Policy. Given the broad and very diverse nature of the work and membership of OASIS, one mode would not be appropriate for all parties. Although some TCs may be content to operate under RAND mode, others may not. Under the previous IPR policy, a number of TCs felt the need to put special Board-approved language in their charters attempting to define an RF mode without allowing other license conditions. Other constituents of OASIS have made it clear that they want to define RAND-mode TCs that disallow any imposition of license fees.

OASIS believes that the best solution is to clearly define different IPR modes that correspond to the needs of its various constituencies, and then require a TC to select a single mode upon chartering. Once chartered, this mode may not be changed. This gives clarity to the TC members and to all others regarding potential licensing obligations and reasonable expectations on IPR issues surrounding the output of the TC.

#### ***4.4. Can a license other than the ones described in the OASIS IPR Policy be granted by a member?***

Yes. The IPR Policy defines particular licensing baselines that indicate under what terms licenses must be granted upon request. Other terms more favorable to the Licensee may be offered instead.

### **5. TCs and the new IPR Policy**

#### ***5.1. How does a new TC identify its IPR Mode?***

The proposal to start a new OASIS TC must specify under which of the possible three modes the new TC will operate. No other language related to intellectual property, licensing, or other related terms or considerations is allowed in a TC charter.

#### ***5.2. How does an existing TC transition to the new IPR Policy?***

All existing OASIS TCs must transition to the new IPR Policy within nine months of the effective date of the new policy.

A TC is eligible to begin the transition once 50% of the Organizations represented and Individual members in the TC have signed the new Membership Agreement. Once the TC has reached that stage, the TC may select the IPR mode under which it wishes to operate. Once the TC has selected a desired mode, the Chair must request that the OASIS TC Administrator open a special ballot to enable the Voting Representative of each organization represented in the TC (one organization one vote) and the Individual members of the TC to approve or disapprove this mode.

(A TC that already has the OASIS Board-approved RF language in its charter will

automatically be converted to the Unrestricted RF mode as soon as it reaches the 50% signed Member Agreement stage. The TC may transition to a Restricted RF mode by going through a transition ballot.)

No sooner than 30 days after the request by the TC Chair (in order to give all other members the opportunity to sign the new Membership Agreement), the OASIS TC Administrator will open the transition ballot. Eligible voters are the Primary Representatives of the organizations who have employees as members of the TC and who have signed the new Membership Agreement, and Individual Members who are members of the TC and who have signed the new Membership Agreement. The ballot will stay open for 14 days.

Approval of a RAND-mode ballot requires that at least two thirds (2/3) of those eligible to vote cast Yes ballots. Approval of either of the RF modes requires that all of those eligible to vote cast Yes ballots.

If the ballot fails, the TC may try again later, with either the same or a different mode specified. Any TC that fails to complete the transition within nine months of the effective date of the new IPR Policy will be closed.

(TCs may also choose to complete their technical work and close within nine months of the effective date and not go through a transition.)

**5.3. *How does a TC know how many and which of its members have signed the new Membership Agreement?***

OASIS staff will provide this information to the TC Chairs.

**5.4. *Who is eligible to vote on the TC transition?***

In the transition ballot opened by the OASIS TC Administrator, the Primary Representative of each OASIS Organizational Member who has employees as members of the TC and who has signed the new Membership Agreement, and the OASIS Individual members who are members of the TC and who have signed the new Membership Agreement, each have one vote.

**5.5. *Why do the members' Voting Representatives cast the transition approval vote in the TC instead of the members of the TC?***

The new IPR Policy creates important new commitments for OASIS members which bind the entire member organization and not just the individuals participating in the TC. The Voting Representative is responsible for a member organization's participation in OASIS, and for approving any new commitments on the organization's behalf. Such commitments include entire organizations so it is important that they be determined by the organizational representative.

**5.6. *Do all OASIS Voting Members vote on every TC transition?***

No, only the Primary Representative of each OASIS Organizational Member which has

employees as members of the TC and has signed the new Membership Agreement, as well as the Individual members who have signed the new Membership Agreement, will have a vote on the transition ballot for that TC.

**5.7. What if the transition vote fails?**

If the ballot fails, the TC may try again later, with either the same or different mode specified. Any TC that fails to complete the transition within nine months of the effective date of the new IPR Policy will be closed.

**5.8. If a member has not signed the new Membership Agreement and the TC transitions to the new IPR Policy, can they still participate in the TC?**

No. Once a TC transitions to the new IPR Policy, only OASIS Members who have signed the new Membership Agreement may participate. This applies to all three IPR Modes in the new OASIS IPR Policy. Thus, it is important to sign the new Membership Agreement in a timely manner.

**5.9. When is a TC's transition to the new IPR Policy and IPR mode effective?**

The TC starts to operate under the new IPR Policy at the time the results of the transition vote are announced by the OASIS TC Administrator.

**5.10. If a TC stated in its charter that it would work under Royalty-Free terms, can it still work under those terms under the new IPR Policy?**

Yes. Existing TCs that have the Board-approved RF text in their charter will automatically transition to the Unrestricted RF IPR mode as soon as 50% of the organizational members and individual members represented in the TC have signed the new Membership Agreement. The TC may transition to a Restricted RF mode by going through a transition ballot. The TC may not transition to a RAND mode.

As part of the transition to the new IPR Policy, the previous Board-approved RF language will be deleted from the TC Charter.

**6. Contributions, Disclosures, and Trademarks**

**6.1. My organization has already made a Contribution of technical work to a TC; do we need to contribute this again or do anything in addition to what we have already done?**

There is no need to make the Contribution a second time, though if the document containing the Contribution is not in the TC's email archive or document repository it should be submitted there.

Each TC member should review the new IPR Policy to verify that they have made any required disclosures as described in the new policy.

**6.2. My organization has already notified the TC of Essential Claims it has with regards to the TC's work; do we need to notify the TC again or do anything in addition to what we have already done?**

If a disclosure has been made to an OASIS TC, it does not need to be made to that TC again, unless additional information must be disclosed to adhere to the new IPR policy.

**6.3. I made a Contribution to a TC, and it became part of a draft, but was not included in the final approved Committee Draft or Committee Specification. Now someone says I'm obliged to license it to them. Is that true?**

No. Licensing obligations (whether through Contribution or TC participation) apply only inasmuch as they cover Essential Claims in a TC-approved Committee Specification or an OASIS Standard, and then only for Essential Claims.

**6.4. I incurred a participation obligation in a TC. Now someone wants me to license to them one of my patents, but I don't want to, and they don't really need to implement the spec by using my patent. Am I really obliged to license, as they insist?**

No, your obligations are limited only to claims that are essential for the implementation of a specification. If you can assert that the implementation could be done in such a manner that your patent would not be infringed upon, then you have no obligation to license that patent.

**6.5. May a TC use a Contribution that was made to a different TC?**

Contributions create licensing obligations that are tied directly to the TC to which the Contribution was made and to its scope of work. No other TC may use that Contribution, and the contributor has no obligation to grant any licenses to implement specifications developed by any other TC.

**6.6. The OASIS IPR Policy prohibits the use of third-party trademarks by TCs. What if a TC determines that the use of a third-party trademark is essential to their work?**

The TC may appeal to the OASIS Board of Directors for an exception.

## **7. Obligations**

**7.1 Can a TC change the scope of its work, thereby increasing IPR obligations?**

The OASIS TC Process allows a TC to “clarify” its charter, which is defined as removing ambiguity or narrowing the scope of the TC's work. Because of this constraint, a TC cannot broaden the scope of its work, and therefore the IPR obligations of its members cannot be increased as a result of a charter change.

**7.2. Can an organization represented by a TC member eliminate its licensing obligations?**

An organization may elect to terminate its participation in a TC by having all of its employees resign from membership in a TC, but it will retain all the IPR obligations, both Participation as well as Contribution Obligations, incurred up to that point.