



MEDIA GRID INTELLECTUAL PROPERTY POLICY

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Media Grid Intellectual Property Policy

1. Overview

The Media Grid Intellectual Property Policy governs the way in which intellectual property (e.g., copyrights, patents, licenses) are handled during the process of producing [Media Grid](#) standards and related materials. This policy is subject to change to reflect the ongoing requirements of the international Media Grid standards organization and the global open standards community.

The goal of this policy is to ensure that Media Grid standards and related materials (such as technical specifications, reports, software implementations, conformance test suites, and so forth) produced under this policy are open and may be implemented on a Royalty-Free (RF) basis. Intellectual property rights license grants are made to the Grid Institute organization responsible for leading the design and development of open standards for the Media Grid.

The following obligations shall apply to all participants in a Media Grid Technology Working Group (TWG) and shall be referenced by each TWG charter. Only the affirmative act of joining a TWG, or otherwise agreeing to the policy terms described here, obligates a Member to the policy commitments defined herein.

Intellectual property rights disclosure information for each Media Grid standard and associated materials will be made public along with each public release of interim materials (such as public Working Drafts, publicly available source code implementations, and so forth) issued by the TWG.

2. Royalty-Free (RF) Licensing Requirements

With respect to Media Grid standards developed under this policy, a Royalty-Free license shall mean a license to make, have made, use, sell, have sold, offer to sell, import, and distribute and dispose of technology standards and related materials (e.g., specifications, software implementations, technical reports, conformance test suites, etc.) that:

1. shall be available to the general public, worldwide, without restriction;
2. may not be conditioned on payment of royalties, fees or other financial consideration;
3. may be limited to implementations of the standard, and to what is required by the standard;
4. may be limited to implementations of the standard that have passed associated compatibility and conformance tests;
5. may not impose any further conditions or restrictions on the use of any technology, 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 such as choice of law and dispute resolution;
6. shall extend to all Essential Claims owned or controlled by the licensor;
7. may be conditioned on a grant of a reciprocal Royalty-Free license to all Essential Claims owned or controlled by the licensee. A reciprocal license may be required to be available to all, and a reciprocal license may itself be conditioned on a further reciprocal license from all.
8. may be suspended with respect to any licensee at such time that the licensor is sued by licensee for infringement of claims essential to implement any Media Grid standard;
9. shall not be considered accepted by an implementer who manifests an intent not to accept the terms of the Royalty-Free license as offered by the licensor.

3. Copyright License

Each Member grants a worldwide, irrevocable, non-exclusive, nontransferable copyright license for any materials produced by Media Grid Technology Working Group(s) that the Member has joined. The copyright license grants the right to reproduce, create derivative works, distribute, display, perform and sublicense the rights to reproduce, distribute, display and perform the contributions of the granting Member solely for the purposes of designing, developing, documenting, implementing, publishing and distributing Media Grid standards and related materials, as well as products based on such standards and materials.

Members shall not claim copyright or other forms of intellectual property rights based on information derived from or obtained through TWG discussions, communications or documents.

4. Patent Rights

Members that submit concepts or materials to a TWG are required at the time of submission to: 1) disclose any patent rights associated with the submission, and 2) offer a Royalty-Free license, in accordance with this policy, for any portion of the submission that is subsequently incorporated in a Media Grid standard or related materials.

Patent disclosures must be submitted in writing to the Media Grid Director and chairs of the TWG for which the submission is being made. Disclosure statements must include the patent name and number, and the Media Grid standard(s) or related material(s) to which the patent applies. Upon receipt, the TWG chairs shall make disclosure statements available through a members-only (password-protected) website for the TWG.

If a Member fails to disclose patent rights associated with a submission the Member shall be deemed to have granted a Royalty-Free license or appropriate reciprocal license for the submission. Identification, and corresponding disclosure, of patent rights associated with a TWG submission is the responsibility of the individual or organization making the submission. Identifying patent rights, or conducting inquiries into the legal validity or scope of such patents, shall not be the responsibility of the Media Grid standards organization, any of its Initiatives, or the Grid Institute.

Members shall not apply for patents based on information derived from or obtained through TWG discussions, communications or documents, nor shall patent claims be added to existing patent applications or patents based on TWG activities.

5. Conflict Resolution

The Media Grid Legal Working Group (LWG) is responsible for investigating intellectual property issues including assertions, claims, and other references to intellectual property rights related to Media Grid standards and materials. The Media Grid LWG is also responsible for overseeing the vetting of proposed Media Grid standards and related materials before they are made final and released to the general public.

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