

Amendment Six

Section 6.1. INTELLECTUAL PROPERTY RIGHTS

General Policy

In all matters of intellectual property rights and procedures, the intention is to benefit the wireless industry, while respecting the legitimate rights of others.

The policy set forth in this Amendment Six is binding retroactively with respect to contributions submitted by any Member prior to the adoption of this Amendment Six and is effective upon adoption of Amendment Six.

Section 6.2. Confidentiality Obligations

No contribution that is subject to any requirement of confidentiality or any restriction on its dissemination may be considered in any part of the PCCA standards process, and there must be no assumption of any confidentiality obligation with respect to any such contribution.

Section 6.3 Rights and Permissions

In the course of standards work, the PCCA receives contributions in various forms and from many persons. To best facilitate the dissemination of these contributions, it is necessary to understand any intellectual property rights (IPR) relating to the contributions.

Section 6.3.1 All Contributions

By submission of a contribution, each person actually submitting the contribution is deemed to agree to the following terms and conditions on his own behalf, on behalf of the organization (if any) s/he represents and on behalf of the owners of any propriety rights in the contribution. Where a submission identifies contributors in addition to the contributor(s) who provide the actual submission, the actual submitter(s) represent that each other named contributor was made aware of and agreed to accept the same terms and conditions on his own behalf, on behalf of any organization s/he may represent and any known owner of any proprietary rights in the contribution.

1. Some works (e.g. works of the U.S. Government) are not subject to copyright. However, to the extent that the submission is or may be subject to copyright, the contributor, the organization s/he represents (if any) and the owners of any proprietary rights in the contribution, grant an unlimited perpetual, non-exclusive, royalty-free, worldwide right and license to the PCCA under any copyrights in the contribution. This license includes the right 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, the license to such derivative works to be of the same scope as the license of the original contribution.

2. The contributor acknowledges that the PCCA has no duty to publish or otherwise use or disseminate any contribution.

3. The contributor grants permission to reference the name(s) and address(es) of the contributor(s) and of the organization(s) s/he represents (if any).

4. The contributor represents in good faith and to the best of his/her knowledge that contribution properly acknowledges all major contributors.

5. The contributor, the organization (if any) s/he represents and the owners of any proprietary rights in the contribution, agree that no information in the contribution is confidential and that the PCCA and its affiliated organizations may freely disclose any information in the contribution.

6. The contributor shall agree in writing to grant licenses to any IPR owned by or licenseable by the individual contributor or the organization the contributor represents which are essential to the contribution on commercially reasonable and non-discriminatory terms. The contributor shall disclose the existence of any IPR for which the contributor has been notified in writing by the owner or a licensee of such IPR that the IPR are pertinent to the contribution. The contributor does not represent that s/he personally knows of all potentially pertinent proprietary and intellectual property rights owned or claimed by the organization s/he represents (if any) or third parties.

7. The contributor represents that there are no limits to the contributor's ability to make the grants acknowledgments and agreements above that are reasonably and personally known to the contributor.

Section 6.3.2. Standards Documents

- (A) Where any patents, patent applications, or other proprietary rights are known, or claimed, with respect to any specification on the standards track, and brought to the attention of the PCCA, the PCCA shall not advance the specification without including in the document a note indicating the existence of such rights, or claimed rights. Where implementations are required before advancement of a specification, only implementations that have, by statement of the implementors, taken adequate steps to comply with any such rights, or claimed rights, shall be considered for the purpose of showing the adequacy of the specification.
- (B) The PCCA disclaims any responsibility for identifying the existence of or for evaluating the applicability of any claimed copyrights, patents, patent applications, or other rights in the fulfilling of its obligations under (A), and will take no position on the validity or scope of any such rights.
- (C) Where the PCCA knows of rights, or claimed rights under (A), the committee chairman shall attempt to obtain from the claimant of such rights, a written assurance that upon approval by the PCCA of the relevant PCCA standard specification(s), any party will be able to obtain the right to implement, use and distribute the technology or works when implementing, using or distributing technology based upon the specific specification(s) under openly specified, reasonable, non-discriminatory terms. The PCCA committee member proposing the use of the technology with respect to which the proprietary rights are claimed may assist the PCCA Committee Chairman in this effort. The results of this procedure shall not affect advancement of a specification along the standards track, except that the PCCA, or PCCA committee, may defer approval where a delay may facilitate the obtaining of such assurances. The results will, however, be recorded by the PCCA committee, and made available. The PCCA may also direct that a summary of the results be included in any document published containing the specification.

6.4. Notices

(A) Standards documents shall include the following notice:

"The PCCA takes no position regarding the validity or scope of any intellectual property or other rights that might be claimed to pertain to the implementation or use of the technology described in this document or the extent to which any license under such rights might or might not be available; neither does it represent that it has made any effort to identify any such rights."

(B) The PCCA encourages all interested parties to bring to its attention, at the earliest possible time, the existence of any intellectual property rights pertaining to PCCA standards. For this purpose, each standards document shall include the following invitation:

"The PCCA invites any interested party to bring to its attention any copyrights, patents or patent applications, or other proprietary rights which may cover technology that may be required to practice or implement this standard. Please address the information to the PCCA Executive Director."

(C) The following copyright notice and disclaimer shall be included in all PCCA standards-related documentation:

"Copyright © The PCCA: Portable Computer and Communications Association (current year). All Rights Reserved.

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 paragraph are included on all such copies and derivative works. However, this document itself may not be modified in any way, such as by removing the copyright notice or references to the PCCA or other organizations, except as needed for the purpose of developing standards in which case the procedures for copyrights defined in the PCCA standards process 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 the PCCA or its successors or assigns.

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

- (D) Where the PCCA is aware at the time of publication of proprietary rights claimed with respect to a standards document, or the technology described or referenced therein, such document shall contain the following notice:

"The PCCA has been notified of intellectual property rights claimed in regard to some or all of the specification contained in this document. For more information consult the Executive Director."