

# OGC Innovation Program Intellectual Property Rights Rules

Adopted on September 2, 2022

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## 1. PURPOSE AND SCOPE

Open Geospatial Consortium, Inc. (“OGC”) has adopted these OGC Innovation Program Intellectual Property Rights Rules (these “IPR Rules”) to set forth the terms and rules governing the ownership and licensing of intellectual property developed for or in the course of performing OGC Innovation Program Initiative (each, an “IP Initiative” or “Initiative”) activities. These IPR Rules do not apply to deliverables created by or within OGC Working Groups.<sup>1</sup>

Capitalized terms used but not defined in these IPR Rules have the meanings given to them in the OGC Innovation Program: Policies and Procedures available at [https://portal.ogc.org/files/?artifact\\_id=92756](https://portal.ogc.org/files/?artifact_id=92756) .

## 2. DEFINITIONS AND ACRONYMS

“*CfP*” means the Call for Proposal for an Initiative.

“*CCLA*” means the Apache Corporate Contributor Agreement, with the OGC name used in lieu of the Apache Software Foundation.

“*DCO*” means the Developer Certificate of Origin maintained at <http://developercertificate.org/>.

“*Deliverable Identifier*” means an alphanumeric identifier assigned to each Deliverable in a CfP that will be assigned to a particular Participant in the format “D####”, where the letter “D” is followed by a 3-digit number (e.g., D001, D002, D101).

“*Demonstration Materials*” means videos, photographs, screen shots, recordings, presentations, reports, or other works of authorship that are created by a Party and provided to OGC as an Initiative Deliverable to depict or demonstrate an Implementation or other technology, product, or application in action.

“*Developments*” means inventions, discoveries, concepts, designs, processes, know-how, methods, technology, information, data, specifications, algorithms, software, code, documentation, drawings, illustrations, artwork, photographs, videos, images, sound recordings, music, other audiovisual works and creative works, and other original works of authorship.

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<sup>1</sup> Activities of OGC Standards Working Groups are governed by the OGC Intellectual Property Rights Policy, and activities of OGC Software Working Groups are governed by the OGC Software Development Policy.

**“Documentation”** means Documentation developed for distribution with Software.

**“Documentation License”** means the Creative Commons Attribution 4.0 International License.

**“Implementation”** means Software developed or otherwise acquired by one or more Participants, whether in the course of participating in an Innovation Program Initiative or independently therefrom.

**“Initiative Deliverables”**, or **“Deliverables”** means, with respect to an Initiative, any materials, work product, or other deliverables that (a) are developed or created for such Initiative pursuant to a Participant Agreement or Supporter Agreement or (b) are otherwise developed or created in the course of performing Initiative activities or collaboration as described in the applicable CfP, including without limitation Engineering Reports, Change Requests, Implementations, Software, Documentation, and Demonstration Materials.

**“Intellectual Property Rights”** or **“IPR”** means patents, copyrights and other rights associated with authorship, *suis generis* rights, trademark rights, trade dress rights and trade secret rights, and any other similar or analogous intellectual or industrial property rights of any kind and nature recognized anywhere in the world and however designated, whether arising by operation of law, contract, license, or otherwise, in each case whether or not registered or registrable.

**“Party”** to an Initiative means any person or entity other than OGC that participates in an Innovation Program Initiative and contributes to the development of Initiative Deliverables, whether as a Participant, Sponsor, Supporter, or otherwise.

**“Software”** means any combination of text listing of commands to be interpreted or to be compiled, translated, or assembled into an executable computer program; text listings that describe data structures; text listing that specifies an Application Programming Interface (API) used to interact with some executable computer service (including access from an executable computer program, library, or remotely via a telecommunications interface); binary data files; executable, object, or other intermediate executable code files; and text listings that describe the behavior of modeled devices or objects (e.g., XML, YANG, etc.).

**“Third Party Materials”** means, with respect to an Initiative, Developments and associated Intellectual Property Rights owned by a person or entity other than OGC or the Parties to such Initiative.

**“Open Source License”** means the Apache 2.0 License, with the OGC name used in lieu of the Apache Software Foundation name, or a compatible permissive open source license approved by the Open Source Initiative.

**“Open Source Software”** means Software designated in the CfP as open source software.

### **3. INTELLECTUAL PROPERTY RIGHTS LICENSING OPTIONS**

### 3.1 Standard Innovation Program License Terms

**3.1.1 Application.** This Section 3.1 shall apply to all Initiative Deliverables that are not Implementations (see Section 3.3) or Open Source Software (see Section 3.2), including without limitation:

- (a) Engineering Reports, which may include recommended Change Requests (as such term is used in the OGC Standards Program); and
- (b) Demonstration Materials.

Deliverable Identifiers assigned to Engineering Reports and Demonstration Materials in a CFP will always receive a number between 0 and 99 (e.g., D001, D002, D099).

**3.1.2 IPR Rights and Licenses.** Each Party who contributes to development or of an Initiative Deliverable subject to this Section 3.1 shall retain copyright ownership of its original work, while at the same time granting to OGC a non-exclusive, irrevocable, worldwide, perpetual, royalty-free, sublicensable (through multiple tiers) license under such Party's copyrights in such contributions to reproduce, distribute, publish, display, perform, and create derivative works of such contributions as incorporated into any Initiative Deliverables or other materials that OGC develops that may be derived from such Initiative Deliverables, including without limitation standards and software. For clarity, the foregoing license does not include a license under any patents.

Subject to Parties' copyright ownership in their individual contributions to Initiative Deliverables, any and all copyrights in any Initiative Deliverables collaboratively developed within an Initiative ("**Collective Developments**"), including without limitation the compilation of contributions forming an Initiative Deliverable, shall exclusively belong to and be owned by OGC, and each Party agrees to assign such copyrights to OGC in all such Collective Developments.

### 3.2 Open Source Implementations

**3.2.1 Application.** This Section 3.2 shall apply to any Software explicitly designated in the applicable CFP as Open Source Software and its related Documentation. Deliverable Identifiers assigned to Open Source Software in a CFP will always include a number greater than or equal to 100 (e.g., D100, D101, D102, D199).

**3.2.2 IPR Rights and Licenses.** Each Party who contributes to development of Open Source Software or Documentation in the course of participating in the Initiative agrees to license to OGC and any downstream recipients: (a) any original work it contributes to such Open Source Software under an Open Source License; and (b) any original work it contributes to such Documentation under the Documentation License. A Party may contribute copyrighted material owned by a third party to Open Source Software or Documentation only if such Party has the necessary rights and licenses to do so under a compatible license granted by such third party and such Party otherwise complies with the requirements of Section 4. OGC may in its discretion require, as a condition to accepting contributions to Open Source Software developed as part of

an IP Initiative, that (a) Parties who contribute to such Open Source Software execute the CCLA and/or that (b) all contributions to such Open Source Software be accompanied by a DCO.

### **3.3 Proprietary Implementations.**

**3.3.1 Application.** This Section 3.3 shall apply to all Implementations that are not designated as Open Source Software in the applicable CfP. Deliverable Identifiers assigned to Implementations in a CFP, if any, will always include a number greater than or equal to 100 (e.g., D100, D101, D102, D199).

**3.3.2 IPR Rights and Licenses.** Each Party who develops or owns an Implementation that is used for testing, validation, demonstration, integration, or other purposes in the course of Initiative activities shall retain sole and exclusive ownership of such Implementation. Only to the extent such licenses are reasonably necessary to enable performance of Initiative activities, such Party shall grant to OGC and/or other Parties a limited, revocable, non-exclusive, non-transferable, non-sublicensable license to use such Implementation during the Initiative solely for the purposes of performing the Initiative activities as described in the CfP.

## **4. THIRD PARTY MATERIALS**

A Party may include or incorporate Third Party Materials into Initiative Deliverables and its contributions thereto only if such Party has the necessary rights and licenses from the applicable third parties to do so under the terms of these IPR Rules and any Participant Agreement or Supporter Agreement that such Party has entered into. If a Party includes or incorporates Third Party Materials into any Initiative Deliverables subject to Section 3.1 or 3.2, such Party shall provide OGC with written notification of such use that includes (a) a description of such Third Party Materials, (b) the name of the third party owner thereof, and (c) a copy of the license from the third party owner under which such Party.

## **5. ADDITIONAL OR DIFFERENT TERMS**

A CfP, Participant Agreement, or Supporter Agreement may: (a) contain additional terms related to intellectual property ownership and licensing that do not conflict with these IPR Rules; (b) provide for different intellectual property ownership and licensing terms than those contained in Section 3 of these IPR Rules for a particular Deliverable, so long such CfP or agreement expressly states that such different terms shall apply to such Deliverable in lieu of Section 3 of these IPR Rules, or as an exception to Section 3 of these IPR Rules.

## **6. AMENDMENTS TO THESE RULES**

These IPR Rules may be amended from time to time by the OGC Board of Directors. Any amendments to these Rules shall apply only to Initiatives whose CfPs are issued after the date such amendments are adopted.