

INTELLECTUAL PROPERTY RIGHTS POLICY
OF THE
OPEN GEOSPATIAL CONSORTIUM, INC.

Revised 15 December 2021



INTELLECTUAL PROPERTY RIGHTS POLICY of the Open Geospatial Consortium, Inc.

As approved on 16 December 2021

1. IPR Generally

1.1. Purpose

Open Geospatial Consortium, Inc. (the "OGC") has adopted this Intellectual Property Rights Policy (the "Policy") and related Policies and Procedures documents in order to minimize the possibility of inadvertent infringement of the IPR of Members and third parties using or implementing any OGC Standards and Other Work Product.

1.2. Applicability

All Members, all Member Representatives, and all third parties participating in an OGC Working Group are subject to this Policy and the Policies and Procedures. Members and their Representatives are so bound under the terms of the OGC membership application, and all third parties shall be required to sign an appropriate acknowledgement of the foregoing as a precondition to participating in such development activities.

1.3 Scope

This Policy applies only to activities undertaken by Standards Working Groups and Working Groups. It does not apply to Innovation Program Activities, the rules for which are provided in agreements entered into by participants in such activities. In addition to text documents, this Policy applies to any Software contributed to a Standards Working Group for inclusion in a Candidate Standard or Standard. To the extent any OGC activity develops any other Software (e.g., reference implementations, tools or other stand-alone Software), the Contribution and licensing terms relating to such Software shall be as set forth in the OGC Software IP Policy and as otherwise specified in the charter of such Standards Working Group.

2. Definitions and Acronyms

Term	Definition
Call for Patents	See Section 3.5 below.
Candidate Standard	A Standard under development prior to its adoption or abandonment.
Contribution	An affirmative and knowing contribution, in written or electronic form, with the intention that such material be considered for inclusion in a Candidate Standard, Standard or Other Work Product. A Contribution may occur: as a result of an unsolicited offer to OGC of existing technology by a Member; in response to a general OGC request for proposals; or from a Participant at any time during the OGC hosted development of a Standard or Other Work Product. Contributions of Software for inclusion in a Standard must additionally be accompanied by a completed Software Contribution form in the form attached to this IPR Policy as <u>Appendix D</u> .

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Contributor	Both a Member as well as any Representative(s) of a Member, and any other person or entity making a Contribution.
Defensive Revocation	A term in a License entitling the licensor to revoke the License if the licensee asserts a Necessary Claim under the same Standard Owned by it against any Implementor, including such licensor, where infringement of such Necessary Claim results solely from the implementation of the Standard.
Implementers	Those Members and non-Members who desire to use or implement a Standard.
Innovation Program	OGC activities, such as testbeds or pilots, managed by the Innovation Program to advance research in geospatial interoperability. These activities do not directly result in a Candidate Standard or Standard.
IPR	An abbreviation of "Intellectual Property Rights". As used in this Policy, IPR means claims in patents and patent applications and copyrights, but excludes trademarks and trade secrets, which are not included in a Participant and Member's licensing obligations.
License	With respect to any Candidate Standard, conditional upon such Candidate Standard becoming a Standard, either (a) an agreement to license Necessary Claim(s) thereunder that are Owned by such Member to any Member or non-Member Implementer, (i) on a nonexclusive, non-transferable, non-sub licensable, worldwide, perpetual and irrevocable (except as set forth below) basis, (ii) without requirement of a royalty or other consideration, and (iii) on RAND terms, to make, have made, use, reproduce, market, import, offer to sell and sell, and to otherwise distribute implementations of such Candidate Standard, or (b) a binding, perpetual and irrevocable (except as set forth below) commitment not to assert such Necessary Claim(s) against any Member or non-Member Implementer of such Candidate Standard, but only to the extent that such Necessary Claim(s) is (are) necessary to implement such Candidate Standard. For the avoidance of doubt, a license clause providing for rights of Defensive Revocation and/or Reciprocity is/are considered to be RAND terms. A Participant's License obligations do not apply to any Necessary Claim Owned by such Participant where the Participant is (a) contractually barred from granting a License, or (b) where granting a License would result in the Participant becoming obligated to pay a royalty or other compensation to the true owner of such Necessary Claim(s), provided, however, that such Participant shall remain subject to all disclosure obligations under this IPR Policy.
Member	An OGC member, as defined in Article II of the OGC Bylaws.

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Necessarily Infringed	Unavoidable infringement by an implementation of a Normative Element of a Standard, there being no technically or commercially reasonable alternative way to implement that element of the Standard without resulting in such infringement.
Necessary Claims	Those claims of a patent or patent application, throughout the world, excluding design patents and design registrations, Owned by a Member or its Related Parties now or at any future time and which would be Necessarily Infringed by implementation of a Standard. Notwithstanding the foregoing, Necessary Claims shall not include any claims (i) relating to any enabling technologies that may be necessary to make or use any implementation of a Standard but which are not themselves expressly set forth in the Standard (e.g., semiconductor manufacturing technology, compiler technology, object oriented technology, basic operating system technology, and the like); or (ii) necessary for the implementation of other published standards developed elsewhere and merely referred to in the body of the Standard. For purposes of this definition, a Standard shall not include any implementation examples unless such implementation examples are expressly identified as Normative Elements of the Standard.
Non-Discriminatory	Available to any Implementer under terms that are substantially identical to the terms made available to other Implementers of the same Standard under similar circumstances.
Normative Element	Any element of a Candidate Standard or Standard that must be implemented in order to comply with such Candidate Standard or Standard, including optional elements or alternative methods. Examples and/or reference implementations and other standards or standards that were developed outside the SWG and which are referenced in the body of a particular Candidate Standard or Standard that may be included therein are not Normative Elements.
OGC License	A Software license in the form of <u>Appendix E</u> .

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Other Work Product	Any Working Group deliverable that is not a Candidate Standard or Standard. Unless the context otherwise requires, any reference to the adoption of Other Work Product shall also be deemed to apply to the adoption of an amendment to that Other Work Product as well.
Owned	With respect to any Necessary Claim(s), the word “Owned” includes, any Necessary Claims to which the Member in question has legal title and any Necessary Claim(s) that are controlled but not owned by such Member.
Participant	With respect to the Standards Development Process operated under OGC’s Technical Committee, any Member (or, if permitted, non-Member) that enrolls to take part in a SWG that has not withdrawn from such SWG within 30 days of the date upon which it enrolled in the SWG. Participants shall remain bound by a licensing obligation with respect to any of its Contributions that are incorporated into the final Standard.
Policies and Procedures	Individually or collectively, as the context requires, the OGC Technical Committee Policies and Procedures.
RAND	Reasonable and Non-Discriminatory.
Reasonable	License terms relating to Necessary Claims that are not more onerous than could be obtained by the owner of such claims in the open market absent their inclusion in a Standard.
Reciprocity	A License term requiring a licensee to provide a License back to the licensor with respect to any Necessary Claim(s) Owned by the licensee under the same Standard.
Related Party	Any entity that is directly or indirectly controlled by the subject party. For this purpose, "control" means beneficial ownership or the right to exercise more than 50% of the voting power for the entity.
Representative	Any individual that acts on behalf of a Member in connection with a SWG or Working Group, or in the completion of any form to be delivered to OGC pursuant to this IPR Policy or the Policies and Procedures.
Software	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 listings that specify 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

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	describe the behavior of modeled devices or objects (e.g., XML, YANG, YAML files, etc.).
Standard	A document containing an OGC consensus computing technology dependent standard for application programming interfaces and related standards based on the Abstract Specification or domain-specific extensions to the Abstract Specification provided by domain experts. Unless the context otherwise requires, any reference to the adoption of a Candidate Standard shall also be deemed to apply to the adoption of an amendment to a Standard.
Standards Working Group (SWG)	A Working Group that has been so designated pursuant to Section 3.1 of this IPR Policy.
SWG Member	With respect to a given Standards Working Group, any Member or non-Member Participant that has enrolled in that Standards Working Group.
Technical Committee (TC)	At any relevant time, the most senior technical committee involved in the development of Standards and Other Work Product.
Working Group (WG)	A subgroup of the TC.

3. Necessary Claims

The terms of this Section 3 apply to Candidate Standards, Standards, and Software included as a Normative Element in a Candidate Standard or Standard, but not to Other Work Products.

3.1. Designations

At the time that a Working Group is created, the charter of that Working Group shall specify whether or not it is within its charge to develop any work product that, if implemented, might include patented technology. In the event that such an activity is within the charge of such Working Group, then it shall be designated a Standards Working Group (SWG), and the terms of this Section 3, and all related provisions of the OGC Policies and Procedures, shall apply to such Working Group. In all cases where it is uncertain whether such work product might contain patented technology, the Working Group shall be designated as a Standards Working Group. If at any time during the existence of a Working Group that has not been so designated it becomes apparent to the Chair of such Working Group that patented technology may enter into its work product, then the Working Group shall be re-chartered as a Standards Working Group.

3.2. Contributor License Obligations

Any Contributor making a Contribution to any SWG must commit at the time of making such Contribution that if the Candidate Standard in connection with which the Contribution is made is finally approved by OGC, the Contributor will provide a License to

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all patent claim(s) Owned by it that become Necessary Claim(s) by reason of its Contribution. Such commitment shall be made pursuant to a written declaration in the form of **Appendix A** to this IPR Policy. Contributions of Software for inclusion in a Standard must additionally be accompanied by a completed Software Contribution form in the form attached to this IPR Policy as **Appendix D**.

3.3. Participant Licensing Obligations and Opt-Out

(a) Except as provided in Section 3.3(b) and 8(b) below, each Participant in a SWG shall automatically be committed to provide a License to all patent claims Owned by it, that become Necessary Claim(s) under a Standard developed by such SWG while it was a Member of such SWG, whether or not the same have become Necessary Claims by reason of its having made a Contribution to all Implementers.

(b) If a Participant in a SWG becomes aware that a patent claim Owned by it, other than a Necessary Claim that the Participant is under an obligation to provide a License pursuant to Section 3.2 above, would be a Necessary Claim under the Candidate Standard under development, and such Participant is not willing to provide a License to such Necessary Claim, then it may avoid such obligation (but not any of its obligations under Section 3.2 above with respect to such Candidate Standard) by disclosing the Necessary Claim, and the portion of the Candidate Standard the implementation of which would result in the infringement of such Necessary Claim by submitting a completed election form in the form of **Appendix B** following the Participant's becoming aware that such claim may become a Necessary Claim, but no later than the conclusion of the forty-five (45) day review period set forth below.

(c) Prior to a final vote by the SWG to recommend adoption of a Candidate Standard, the Candidate Standard shall be distributed to all SWG Participants for a forty-five (45) day review period.

(d) If a Candidate Standard is substantively revised as a result of the submission of an election form in the form of **Appendix B**, then the revised Candidate Standard shall be re-distributed to all SWG Participants for a forty-five (45) day review period.

(e) In the event that a Participant or non-Participant Member subject to a licensing obligation under this Section shall later bring an infringement action against any Implementer with respect to a Necessary Claim(s) subject to such obligation, OGC shall have no obligation to intervene, but such Implementer shall be entitled to claim protection under this Policy, and to assert a complete defense against such action as an intended third-party beneficiary.

3.4. At Technical Committee Adoption of a Standard

Any Member of the Technical Committee that desires to participate in a vote to recommend a Candidate Standard developed by a Standards Working Group to the Planning Committee for adoption shall, by participating in such vote, become subject to an obligation to provide a License with respect to such Candidate Standard, provided that it may avoid

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such an obligation with respect to any Necessary Claim(s) Owned by it by submitting, when required, a completed election form in the form of **Appendix B** to this IPR Policy. No elections under this section 3.4 may be required to be made in less than forty-five (45) days from the date that a Candidate Standard has been posted for such vote, and electronic notification of such posting has been sent to each such Member.

3.5. Patent Calls

At the beginning of every in-person meeting, teleconference, Web conference or equivalent collaborative activity that occurs as a part of the OGC hosted development of Standards, a Patent Call shall be made. The text to be employed in making Patent Calls is set forth in **Appendix C** to this Policy.

3.6. Document Notations

3.6.1. Notation when no Necessary Claims have been Identified

All Candidate Standards that are subject to public comment and all Standards shall include the following introductory language:

"Recipients of this document are requested to submit, with their comments, notification of any relevant patent claims or other intellectual property rights of which they may be aware that might be infringed by any implementation of the standard set forth in this document, and to provide supporting documentation."

All Standards shall additionally include the following introductory language:

"THIS STANDARD IS BEING OFFERED WITHOUT ANY WARRANTY WHATSOEVER, AND IN PARTICULAR, ANY WARRANTY OF NON-INFRINGEMENT IS EXPRESSLY DISCLAIMED. ANY USE OF THIS STANDARD SHALL BE MADE ENTIRELY AT THE IMPLEMENTER'S OWN RISK, AND NEITHER OGC, NOR ANY OF ITS MEMBERS OR CONTRIBUTORS, SHALL HAVE ANY LIABILITY WHATSOEVER TO ANY IMPLEMENTER OR THIRD PARTY FOR ANY DAMAGES OF ANY NATURE WHATSOEVER, DIRECTLY OR INDIRECTLY, ARISING FROM THE USE OF THIS STANDARD."

3.6.2. Notation when Necessary Claims or other IPR are Identified

(a.) When Necessary Claims or other IPR have been identified for Candidate Standards, or thereafter with respect to already published Standards, a notice substantially as follows shall also be included in the introductory language:

"OGC draws attention to the fact that it is claimed that compliance with this standard may involve the use of a patent or other intellectual property right

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(collectively, "IPR") concerning [Subject Matter] given in [Sub clause]. OGC takes no position concerning the evidence, validity, or scope of this IPR.

"The holder of this IPR has assured OGC that it is willing to license all "Necessary Claims" (as defined under the OGC IPR Policy) relating to this standard it owns [and any third party Necessary Claims it has the right to sublicense] which might be infringed by any implementation of this standard to OGC and those licensees (Members and non-Members alike) desiring to implement this standard. The statement of the holder of this IPR to such effect has been filed with OGC. Information may be obtained from:

[Name of Holder of Right]

[Address]

"Attention is also drawn to the possibility that some of the elements of this standard may be the subject of IPR other than those identified above. OGC shall not be responsible for identifying any or all such IPR.

"THIS STANDARD IS BEING OFFERED WITHOUT ANY WARRANTY WHATSOEVER, AND IN PARTICULAR, ANY WARRANTY OF NON-INFRINGEMENT IS EXPRESSLY DISCLAIMED. ANY USE OF THIS STANDARD SHALL BE MADE ENTIRELY AT THE IMPLEMENTER'S OWN RISK, AND NEITHER OGC, NOR ANY OF ITS MEMBERS OR CONTRIBUTORS, SHALL HAVE ANY LIABILITY WHATSOEVER TO ANY IMPLEMENTER OR THIRD PARTY FOR ANY DAMAGES OF ANY NATURE WHATSOEVER, DIRECTLY OR INDIRECTLY, ARISING FROM THE USE OF THIS STANDARD."

(b.) In the event that the owner of any IPR has asserted that infringement would result from the implementation of a Candidate Standard or Standard and such owner has refused to grant a license under the terms of this Policy, then the second paragraph of the above notice shall be replaced or supplemented, as appropriate, with the following:

"The holder of such IPR has refused a request by OGC that it agree to make a license available for the purpose of implementing this standard. Information may be obtained from:

[Name of Holder of Right]

[Address]"

3.6.3. Notation for Other Work Product

All draft and final Other Work Product shall bear the following notation:

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"THIS MATERIAL IS BEING OFFERED WITHOUT ANY WARRANTY WHATSOEVER, AND IN PARTICULAR, ANY WARRANTY OF NON-INFRINGEMENT IS EXPRESSLY DISCLAIMED. ANY USE OF THIS MATERIAL SHALL BE MADE ENTIRELY AT THE USERS OWN RISK, AND NEITHER OGC, NOR ANY OF ITS MEMBERS OR CONTRIBUTORS, SHALL HAVE ANY LIABILITY WHATSOEVER TO ANY USER OR THIRD PARTY FOR ANY DAMAGES OF ANY NATURE WHATSOEVER, DIRECTLY OR INDIRECTLY, ARISING FROM THE USE OF THIS MATERIAL."

3.7. *Patent Searches*

In no event shall OGC, or any Representative, Participant or non-Participant Member be obligated to conduct any patent searches regarding any Necessary Claims that may be infringed by any implementation of a Candidate Standard or Standard.

3.8. *Patent Claims Revealed After Publication*

In the event that a Necessary Claim is first revealed by a Member or third party following adoption and publication of a Standard, such holder will be asked to provide a License to the Necessary Claim. If such request is refused, the Standard in question shall be referred back to the Technical Committee for further consideration, as appropriate.

3.9. *Confidential and Proprietary Information*

For the avoidance of doubt, the disclosure obligations set forth in this Section 3 shall not require a Member to violate the terms of any written non-disclosure agreement with a third party that is not (i) a Related Party of such Member, or (ii) controlled by, or under common control with, a Related Party of such Member, provided that (a) such agreement has not been entered into with the purpose, in whole or in part, of avoiding disclosure under this IPR Policy, and (b) the Member makes such disclosure using **Appendix B** as it is able to make without violating such agreement, and at minimum discloses (x) the fact that it has knowledge of a patent claim that it would otherwise be obligated to disclose, and (y) the portion of the Candidate Standard that would result in infringement of such patent claim.

3.10. *Transfers of Necessary Claims*

(a) Each Member and Participant agrees that it will not transfer, and has not transferred, patents or published patent applications having Necessary Claims solely for the purpose of circumventing such Member or Participant's obligations under this IPR Policy.

(b) No party bound by this Policy shall transfer any patent or patent application having Necessary Claims, except to a successor that agrees in writing to (i) be bound by all commitments previously made by the immediate, or original, transferor(s) under this Policy with respect to such patent or patent application, and (ii) include the obligations set forth in this Section 3.7 in any document of transfer relating to such patent or application in the event that it later transfers the same.

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4. Copyrights

4.1. Copyright in Standards

Subject to Section 4.3 with respect to Software, the copyright for all Standards and Other Work Products as derivative works shall belong to OGC, subject to the underlying ownership rights of Contributors in their Contributions.

4.2. Contributions of Copyrighted Materials

Subject to Section 4.3, to the extent that a Contributor holds a copyright interest in its Contribution, such Contributor grants to OGC a perpetual, irrevocable, non-exclusive, royalty-free, worldwide copyright license, with the right to directly and indirectly sublicense, 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 solely for the purpose of developing and promoting an OGC Standard and enabling the implementation of such Standard.

4.3. Software

(a) Prior to or at the time of making a Contribution of Software to a Standards Working Group for inclusion in a Candidate Standard, the Contributor shall complete and submit a Contribution Form (**Appendix D** to this Policy).

(b) Each Contributor who makes a Contribution of Software to a Standards Working Group for inclusion in a Candidate Standard shall have the right to assign the copyright in its Contribution to OGC, or, at its election, to retain copyright ownership of such Software, while at the same time granting OGC and all other Members a non-exclusive, irrevocable, worldwide, perpetual royalty-free license under the Contributor's copyrights in such Software to redistribute and use the same in source and binary forms, with or without modification, for the sole purpose of developing the Standard.

(c) Once any Candidate Standard including Software is declared ready for final comments, each Contributor who made a Contribution of Software shall, in accordance with the election it made in its Contribution Form, either:

- (i) transfer its copyright ownership in such Software to OGC; or
- (ii) grant to OGC and any Implementer an OGC License to its copyright interest in such Software.

In the event that a Contributor has elected the first option above, OGC shall, if requested by the Contributor, grant it the following copyright grant-back license:

OGC hereby grants to Contributor a non-exclusive, irrevocable, perpetual, worldwide, royalty-free, sublicenseable and transferable copyright license to use, copy, prepare derivative works of, modify, distribute directly or indirectly through multiple tiers, publicly perform and publicly display by all means now known or later

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discovered, and/or otherwise fully exploit its Software Contribution(s) and any derivative works thereof or modifications created thereto for any purpose or use.

(d) Unless expressly identified as a Normative Element, Software included in a Standard or Candidate Standard should be presumed informative, and shall not result in the creation of any additional licensing obligations.

(e) Unless otherwise approved by the Board, all Software included in any Candidate Standard, Standard or Other Work Product shall be licensed by OGC under the OGC License.

5. Trade Secrets

Participants and other Members will not be expected to reveal trade secret information in the course of participation in any OGC activity, nor will they be asked by OGC to sign non-disclosure agreements. Each Member agrees that Contributions shall be considered non-confidential and non-proprietary information, regardless of any markings to the contrary included thereon. OGC will not be held responsible for the disclosure of any Member's or non-Member's trade secrets, regardless of the circumstances.

6. Trademarks

6.1. OGC Trademarks

Trademarks created by OGC, registered or otherwise, are the property of OGC. Use of OGC trademarks shall be governed by such policies, procedures and guidelines as may be established and approved by OGC from time to time, and applicable law.

6.2. Non-OGC Trademarks

OGC's use of third-party trademarks, registered or otherwise, shall be governed by such policies, procedures and guidelines as may be established and approved by the owners of such trademarks, and applicable law. No right to use the trademark of any Member shall be implied solely by reason of such entity becoming a Member.

7. Irrevocability and Binding Nature of Commitments

All commitments made under this policy shall be irrevocable, except that the Owner of a Necessary Claim may include a Reciprocity or Defensive Revocation term in a License to its Necessary Claims.

8. Survival of Obligations

(a) Except as provided in (b) of this Section 8 below, any License obligations and other obligations that a Member incurs under this Policy shall continue in force after the Member ceases to be a Member for any reason. However, no Member shall become subject

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to any new License obligations or other obligations under this Policy after it ceases to be a Member.

(b) A Member or third party that ceases to be a Participant in a SWG for any reason (a “Withdrawal”) shall not be subject to any License obligations with respect to such SWG, other than those relating to any of its Contributions that are incorporated into any Standard that was a Candidate Standard at the time of such Withdrawal, if there was no draft of a Candidate Standard at the time of Withdrawal. Where a draft of a Candidate Standard does exist, a Withdrawing Participant may avoid a License obligation with respect to specific patent claims Owned by it that would be Necessary Claims (other than with respect to its own Contributions) under such draft if it were adopted as a Standard in its then current form if the Participant submits a completed election form in the form of **Appendix B** listing those patent claims no later than thirty (30) days after the date of Withdrawal. For the avoidance of doubt, a Participant shall have no License obligations with respect to patent claims Owned by it (other than with respect to its own Contributions) that become Necessary Claims by reason of changes or additions to a Candidate Standard after such Participant’s Withdrawal.

(c) OGC shall have the right to assign all of its rights under this Policy, and the right to enforce all obligations incurred by Members and Participants under this Policy, to any successor to the mission of OGC.

(d) All persons and entities that are intended third party beneficiaries of rights and obligations incurred under this Policy shall remain entitled to enforce the same, notwithstanding any termination, dissolution or winding up of OGC.

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Appendix A

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CONTRIBUTION OF TECHNOLOGY FORM

NOTE: All blanks must be completed in order for this Contribution to be given consideration. This Contribution is subject to the Intellectual Property Rights Policy (the "IPR Policy") of Open Geospatial Consortium, Inc. (the "OGC"), and the Policies and Procedures document of the OGC (collectively, both such documents being referred to below as the "Policies and Procedures"). *All capitalized terms used in this form are intended to have the meanings given to them in the IPR Policy.*

Name of Contributor:	
Name of Representative Completing this Form on Behalf of Contributor:	
Mailing Address of Representative:	
Email Address of Representative:	
Candidate Standard and RFP (if any) to which this Contribution relates:	

A The Representative hereby represents the following on behalf of him/herself and the Contributor, as the context requires:

1. The Representative is authorized to make the Contribution attached hereto as **Exhibit A** on behalf of the Contributor, and to make the following representations and warranties.
2. The Contributor has reviewed the Policies and Procedures and agrees that its Contribution is being made in full compliance with the same.
3. The Contributor hereby irrevocably agrees that if its Contribution is incorporated, either in whole or in part, into the Candidate Standard referenced above, that on request it will provide to all Implementers, without compensation and otherwise on a RAND basis, a License to all patent claim(s) Owned by it and/or any of its Related Parties that become Necessary Claim(s) by reason of its making a Contribution.
4. The Contributor hereby grants the OGC a non-exclusive, irrevocable, worldwide, perpetual, royalty-free license under the Contributor's copyrights in its Contribution to reproduce, distribute, publish, display, perform, and create derivative works of the Contribution based on that original work for the purpose of developing a Candidate Standard, Standard or Other Work

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Product under OGC's own copyright, and agrees that in the event the Contribution is accepted, in whole or in part, that the OGC will own the copyright in the resulting Standard and all rights therein, including the rights of distribution, subject to the underlying rights of Contributors in their Contributions. This agreement shall not in any way deprive the Contributor of any patent claims or other IPR relating to the technology to which its Contribution relates.

5. The Contributor is not aware of any Necessary Claim(s) or other IPR of any third party that might be infringed by the implementation of the Standard referenced above as a result of the incorporation of the Contribution therein, whether in whole or in part. If the Contributor is aware of any such potential infringement, then the Contributor has described such Necessary Claim(s) on **Exhibit B**, together with any supporting documentation that may be readily available to the Contributor.

B. The OGC, in accepting this Contribution, acknowledges the following:

1. The representation required in paragraph A.5 above is being solicited purely for informational purposes, and the OGC will not be relying on such representation or otherwise holding the Representative or Contributor responsible for its completeness or accuracy.

2. EXCEPT AS SPECIFICALLY PROVIDED FOR ABOVE, THIS CONTRIBUTION IS BEING OFFERED WITHOUT ANY WARRANTY WHATSOEVER, AND IN PARTICULAR, ANY WARRANTY OF NON-INFRINGEMENT IS EXPRESSLY DISCLAIMED, EXCEPT TO THE EXTENT OF KNOWING FALSITY IN ANY STATEMENT MADE ABOVE. ANY IMPLEMENTATION OF ANY STANDARD INCORPORATING THIS CONTRIBUTION IN WHOLE OR IN PART SHALL BE MADE ENTIRELY AT THE IMPLEMENTER'S OWN RISK, AND THE CONTRIBUTOR SHALL HAVE NO LIABILITY WHATSOEVER TO ANY IMPLEMENTER OR THIRD PARTY FOR ANY DAMAGES OF ANY NATURE WHATSOEVER DIRECTLY OR INDIRECTLY ARISING FROM SUCH IMPLEMENTATION, EXCEPT AS A RESULT OF ANY KNOWING FALSITY IN ANY STATEMENT MADE ABOVE.

This Contribution has been made on _____, 202_.

Name of Contributor

By: _____
Signature of Representative

Name: _____

Exhibit Index:

A: Contribution

B: Third Party Necessary Claims (if any)

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Exhibit A

CONTRIBUTION

Insert description of Contribution in such detail as may from time to time be required under the Policies and Procedures.

Exhibit B

THIRD PARTY NECESSARY CLAIMS OR OTHER IPR

List here all Necessary Claim(s) Owned by third parties, to the extent of your knowledge.

Patent Number	Necessary Claim	Affected Portion of Candidate Standard

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INTELLECTUAL PROPERTY RIGHTS ELECTION FORM

(For use in SWGs and at Technical Committee Adoption.)

NOTE: All blanks must be completed in order for this election form to be given consideration. This election form is subject to the Intellectual Property Rights Policy (the "IPR Policy") of Open Geospatial Consortium, Inc. (the "OGC"), and the Policies and Procedures document of the OGC (collectively, both such documents being referred to below as the "Policies and Procedures"). *All capitalized terms used in this form are intended to have the meanings given to them in the IPR Policy.*

Name of Member:	
Name of Representative Completing this Form on Behalf of Member:	
Mailing Address of Representative:	
Email Address of Representative:	
Candidate Standard to which this Election Form relates:	

A. The Representative hereby represents the following on behalf of him/herself and the Member, as the context requires:

1. The Representative is authorized to complete and submit this Election Form on behalf of the Member, and to make the following representations and warranties.
2. The Representative and the Member have each reviewed the Policies and Procedures, and agree that this Election Form is being completed and submitted in full compliance with the same.
3. The Contributor hereby identifies in **Exhibit A-1** certain Necessary Claim(s) owned by it and/or any of its Related Parties under the Candidate Standard, in its current form, and the portion of the Candidate Standard that would Necessarily Infringe such Necessary Claims, and the Member hereby notifies the OGC that no guarantee of License rights is being made (or that such rights will in fact be denied in all cases) as to such Necessary Claims. (In the case of Necessary Claims under non-public patent applications, the disclosure on **Exhibit B-1** of such claims need not be in such detail as would disclose any trade secrets.)

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4. The Representative is not aware of any Necessary Claim(s) or other IPR of any third party that might be infringed by the implementation of the Candidate Standard referenced above. If the Representative is aware of any such potential infringement, then the Representative has described such Necessary Claim(s) or other IPR on **Exhibit A-2**, together with any supporting documentation that may be readily available to the Representative.

B. The OGC, in accepting this Election Form, acknowledges that the representation required in paragraph A.4 above is being solicited purely for informational purposes, and the OGC will not be relying on such representation or otherwise holding the Representative or Member responsible for its completeness or accuracy.

This Election Form has been submitted on _____, 202_.

Name of Participant or
Non-Participant Member

By: _____
Signature of Representative

Name: _____

Exhibit Index:

- A: Withheld IPR (if any)**
- B: Third Party IPR (if any)**

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Exhibit A

WITHHELD NECESSARY CLAIMS

List here all Necessary Claim(s) Owned by you or any of your Related Parties for which Licenses will not be supplied.

Patent Number	Necessary Claim	Affected Portion of Candidate Standard

Exhibit B

THIRD PARTY NECESSARY CLAIMS AND OTHER IPR

List here all Necessary Claim(s) or other unavailable IPR Owned by third parties, to the extent of your knowledge.

Patent Number	Necessary Claim	Affected Portion of Candidate Standard

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Appendix C

PATENT CALL TEXT

[Bracketed text is to be used in connection with electronic collaboration]

Please be aware that this meeting [activity] is being held under the Intellectual Property Rights Policy adopted by OGC. If you do not have a copy of this policy, please see me [contact the activity host] during this meeting [activity]. You may also view and download a copy of that policy at the _____ section of OGC website.

At this time, I would ask that anyone in attendance [participating] inform me if they are personally aware of any claims under any patent applications or issued patents that would be likely to be infringed by an implementation of the Standard or Other Work Product which is the subject of this meeting [activity]. You need not be the inventor of such patent or patent application in order to inform us of its existence, nor will you be held responsible for expressing a belief that turns out to be inaccurate.

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Appendix D

Open Geospatial Consortium

SOFTWARE CONTRIBUTION

Note: This form is subject to the Intellectual Property Rights Policy (the "IPR Policy") of Open Geospatial Consortium (the "Consortium"), and the Policies and Procedures document of OGC (collectively, both such documents being referred to below as the "Policies and Procedures"). *All capitalized terms used in this form are intended to have the meanings given to them in the IPR Policy.*

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IN WITNESS WHEREOF, the Contributor has executed this Contribution Form through its duly authorized Representative.

Contributor: _____

By: _____

Name: _____

Title: _____

Date: _____

To be completed by OGC if the Contributor has selected the Copyright Assignment with Copyright Grant-Back License option above:

IN WITNESS WHEREOF, the _____ has executed this Contribution Form through its duly authorized representatives.

By: _____

Name: _____

Title: _____

Date: _____

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Appendix E

Open Geospatial Consortium License Agreement

OGC LICENSE

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