



# EDItEUR Intellectual Property Policy

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## Definitions

**Adopter:** any organisation or individual that implements a Standard

**Member:** an EDItEUR member, its parent organization, affiliates and subsidiaries

**Contributor:** any entity that provides information, suggestions, proposals or comments intended for use in the creation, development, specification, drafting, editing, publication or revision of a Draft Standard or Standard

**Contribution:** the information, proposal, suggestion, comment provided by a Contributor

**Participant:** any organisation or individual that participates in a Working group, National Committee or International Steering Committee

**Standard:** includes any published EDItEUR specifications and associated documents or software tools, and revisions thereof

**Draft Standard:** unpublished EDItEUR specifications and associated documents or software tools, in preparation or made available for comment to Members or Contributors prior to revision or publication as a Standard

**Working Group:** any group established by EDItEUR for the purpose of evaluating the requirements for a Standard, or for creation, development, specification, drafting, editing, publication or revision of a Draft Standard or Standard

**National Group:** any group constituted under the Terms of Reference for EDItEUR National Groups

**International Steering Committee:** group constituted under the Terms of Reference for EDItEUR International Steering Committees

## Purpose of this Intellectual Property (IP) policy

Through its normal operation, EDItEUR creates proprietary Intellectual Property, embodied in its Standards and other documentation and tools. It is EDItEUR's policy to make its Standards and associated documentation and tools available to all Adopters and other parties under the terms of a highly permissive standard licence. The purpose of this IP Policy is to protect the Intellectual Property of Members, Participants and Contributors, while ensuring that EDItEUR's Standards, documentation and tools can remain available to all and implementable free of charge. It defines disclosure and licensing requirements related to Intellectual Property that is or may be necessary to specify, publish and implement EDItEUR standards.

## Terms of this Policy

1. This Intellectual Property Policy applies to Members, Participants and Contributors. Accepting EDItEUR membership; participating in a Working Group, National Group or International Steering Committee; or providing a Contribution (however communicated) constitutes formal acceptance of this policy.
2. Except as provided for below, each Member, Participant and Contributor retains ownership and benefit of any patent, copyright, trade secret and other proprietary intellectual property it owns.

## EDiEUR Intellectual Property Policy

3. Each Member, Participant and Contributor must disclose to EDiEUR in writing any known claim of patent, copyright, trade secret or other proprietary intellectual property it owns that is, will necessarily be or is likely to be infringed by the specification, publication or implementation of a Draft Standard or Standard or any part thereof.
  - 3.1. Members (and the representatives of Members), Participants and Contributors must make reasonable efforts to ensure they are aware of such claims.
4. Disclosure of claims should be made at the time of a contribution (if any), and in any case must be made no later than 30 days after any Draft Standard or Standard is made available to the Member, Participant or Contributor. The disclosure must be detailed enough to allow identification of the affected parts of the Draft Standard or Standard; and to enable development of non-infringing alternatives to those parts.
5. Disclosure must be accompanied within a further 30 days by either a) an Offer of terms under which the Member, Participant or Contributor is willing to license the relevant intellectual property to EDiEUR and to Adopters to the full extent necessary to specify, publish and fully implement the Draft Standard or Standard; or b) a Statement that a licence will not be offered.
  - 5.1. For the avoidance of doubt, although it is EDiEUR's aim and policy to make its Standards, documentation and tools available to all and implementable free of charge, an offer of a royalty-bearing or otherwise limited licence on reasonable and non-discriminatory terms shall not necessarily prevent acceptance of the licence offer and the adoption or publication of affected parts of a Draft Standard or Standard.
  - 5.2. EDiEUR shall not be required to accept any particular licence offer, and may choose to modify the affected parts of a Draft Standard or Standard to obviate the need for a licence.
6. Failure to disclose claims or provide a licensing Offer or Statement in accordance with Clauses 3, 4 and 5 of this policy shall be deemed to constitute agreement to provide EDiEUR a free of charge, worldwide, perpetual, irrevocable, transferrable and sub-licensable non-exclusive licence to the relevant Intellectual Property to the full extent necessary to specify, publish, and fully implement the Draft Standard or Standard.
7. To ensure that EDiEUR Standards can be made available to all potential or actual Participants and Adopters, each Member, Participant and Contributor agrees that notwithstanding the above EDiEUR shall be the sole owner of the copyright in its Draft Standards and Standards unless agreed otherwise.
8. The rights and obligations of each Member, Participant and Contributor under this Policy shall survive termination or resignation of membership, and of the ending of participation in or contribution to any Working Group, National Group, International Steering Committee or other standards development process; however, any obligations will apply only to Standards and Draft Standards available or in preparation at the time of termination, resignation, cessation of participation or contribution.
9. Except as set out above, Contributions, Draft Standards and Standards are provided 'as is' with no warranties from EDiEUR, express or implied, regarding Intellectual Property.

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