

RadioDNS Intellectual Property Rights Policy

Version 1.00: 16th February 2010

1. In order to promote the widest adoption of standards, RadioDNS seeks to issue Recommendations and Specifications that can be implemented on a Royalty-Free (RF) basis. Subject to the conditions of this policy, RadioDNS will not approve a Recommendation or Specification if it is aware that Essential Claims exist which are not available on Royalty-Free terms.
2. As a condition of participating in a Team, each participant shall agree to make available under RadioDNS Royalty-Free licensing requirements any Essential Claims related to the work of that particular Team. This requirement includes Essential Claims that the participant owns and any that the participant has the right to license without obligation of payment or other consideration to an unrelated third party. With the exception of the provisions of section 4 below, RadioDNS Royalty-Free licensing obligations made concerning the work of a particular Team and described in this policy are binding on participants for the life of the patents in question and encumber the patents containing Essential Claims, regardless of changes in participation status or RadioDNS Membership.
3. Only the affirmative act of joining a Team, or otherwise agreeing to the licensing terms described here, will obligate a Member to the RadioDNS Royalty-Free licensing commitments. Mere Membership of RadioDNS alone, without other factors, does not give rise to the RadioDNS Royalty-Free licensing obligation under this policy.
4. A Team Participant may exclude specifically identified and disclosed Essential Claims from the RadioDNS Royalty-Free licensing requirement. The Participant must detail the Essential Claims to be excluded in writing to the Team leader as soon as they become visible and no later than 30 days after the Call for Exclusion.
5. The leader of each Team will remind participants at each Team meeting of their responsibilities in respect of disclosing Essential Claims. The leader of the Team will make a Call For Exclusion to be circulated to all members at least 30 days prior to presentation of the proposed Recommendation or Specification to the RadioDNS Steering Board.
6. Disclosure Requests may be made during the lifetime of a Team, and at least once by the Steering Board on receipt of the proposed recommendation from the Team. Disclosure Requests will be sent to all participants in the Team, and to anyone whom could be reasonably believed to have knowledge of relevant Essential Claims. The Disclosure Request will detail the process for disclosure.
7. Disclosure is required when an individual in a Member organization receives a disclosure request as described in paragraph 6, and that individual has actual knowledge of a patent which the individual believes contains Essential Claim(s) with respect to the Recommendation or Specification for which disclosure is requested.
8. Disclosure of a particular claim is not required where the holder of the claim has made a commitment to licence that claim under the RadioDNS Royalty-Free licensing requirements and the claim is no longer subject to exclusion under Paragraph 4. An Essential Claim is no longer subject to exclusion if a patent holder has affirmatively agreed to license the Essential Claim (effectively waiving its right to exclude such patent under section 4) or if the relevant exclusion period under section 4 has lapsed.
9. Disclosure statements must include the patent number, but need not mention specific claims, and must indicate the Team and/or Recommendation or Specification to which they apply.

10. If a Member includes claims in a patent application and such claims were developed based on information from a RadioDNS Team or RadioDNS document, the Member must disclose the existence of such pending unpublished applications.
11. Satisfaction of the Disclosure requirement does not require that the discloser perform a patent search or any analysis of the relationship between the patents that the Member organisation holds and the Recommendation or Specification in question. Disclosure of third party patents is only required where the Team participant has been made aware that the third party patent holder or applicant has asserted that its patent contains Essential Claims, unless such disclosure would breach a pre-existing non-disclosure obligation.
12. The disclosure obligation terminates when the Recommendation or Specification is published or when the Team is ended.
13. Invited experts or members of the public participating in a Team must comply with disclosure obligations to the extent of their own personal knowledge.
14. In the event a patent has been, or may be, disclosed that may be essential but is not available under RadioDNS Royalty-Free licensing requirement, the Team Leader will request that The Steering Board assemble a Patent Resolution Team. The original Team may continue its technical work within the bounds of its original brief.
15. The Patent Resolution Team is assembled ad hoc to address the patent issue(s) within a specific Team. The Steering Board will appoint members and external advisors, including at least one participant with relevant legal expertise, and set a timetable for the delivery of a conclusion. The Patent Resolution Team may conclude that:
 - a. The original issue has been resolved, and no further action is required
 - b. The Team should be directed to consider designing around the claim(s)
 - c. The Team should evaluate further, including evaluation of the patent claims and options to achieve RadioDNS Royalty-Free licensing requirements.
 - d. The Team should end its work and be dissolved.
 - e. Any Specification or Recommendation should be rescinded or superceded.
 - f. The Steering Board should allow the inclusion of the patented device or technology even though RadioDNS Royalty-Free licensing requirements cannot be achieved. This conclusion should include supporting evidence indicating exploration of alternative options, and how the proposed licensing terms are consistent with widespread adoption.
16. "Essential Claims" shall mean all claims in any patent or patent application in any jurisdiction in the world that would necessarily be infringed by implementation of the Recommendation or Specification. A claim is necessarily infringed hereunder only when it is not possible to avoid infringing it because there is no non-infringing alternative for implementing the Recommendation or Specification. Existence of a non-infringing alternative shall be judged based on the state of the art at the time the work becomes a Recommendation or Specification.