



## **TITLE: IrDA INTELLECTUAL PROPERTY POLICY**

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Approval Date: 10/21/99  
Revision Date: 06/05/02  
Existing Policies Affected:

### **Intellectual Property Rights**

IrDA requires that IrDA standards are available to implementers on open, royalty-free and other reasonable and nondiscriminatory terms or reasonable terms and conditions that are demonstrably free of any unfair discrimination. IrDA will not approve or publish standards that knowingly include unreasonable and discriminatory license requirements. IrDA requirements are intended **solely** to protect IrDA, Members, implementers and users from the threat of unreasonable and discriminatory royalty payments or legal remedies resulting from the manufacture, use or sale of goods which incorporate the intellectual property of a Member required to implement the IrDA standards.

This policy covers the issues of patent, copyright, trademark, trade secret, and other intellectual property rights (collectively, "IPR") for specifications created by Infrared Data Association. (the "Company").

#### Patents and Other IPR Generally

##### 1.1 Calls for Patents

(a) In order to lessen the possibility of adopting a specification or other technology which might infringe on a patent or other IPR, the Company will, in the course of carrying out its program of work, and in accordance with such Policies and Procedures of the Technical Committee as may be in place from time to time, issue calls to its members to disclose patents or other IPR ("patent calls") which are owned by them, or of which they might be aware, which might be infringed by the implementation of a specification proposed for adoption. Such a patent call shall be made at such times as the Company's policies and procedures shall provide.

(b) Those responding to patent calls or voting in the Technical Committees on the adoption or amendment of specifications must each respond in one of the following three ways, and those parties submitting responses to Requests for Proposals must each respond in one of the first two ways (any of the foregoing being referred to as a "Respondent"):

i. By agreeing to provide a license, without compensation and otherwise on reasonable and non-discriminatory terms, to all Members and non-Members alike, to all patented technology and other IPR which are owned by such Respondent and which would necessarily be infringed by implementation of any required portion of the specification or amendment in question, or

ii. By agreeing to provide a license, on reasonable and non-discriminatory terms (including compensation), to all Members and non-Members alike, to all patented technology and other IPR which are

owned by such Respondent and which would necessarily be infringed by implementation of any required portion of the specification or amendment in question, or

iii. By identifying the patent(s) and/or other IPR which is owned by such Respondent which it asserts would necessarily be infringed by implementation of the specification or amendment in question, and the portion thereof which would result in the infringement, and indicating that no guarantee of license rights is being made (or that such rights will in fact be denied in all cases).

(c) In the event that any implementer of a specification or amendment of a specification asserts that it is the owner of a patent or other IPR which would necessarily be infringed by the implementation of any portion of such specification or amendment, and refuses to license such patent or other IPR to all Members and non-Members alike wishing to implement such specification or amendment, on reasonable and non-discriminatory terms, then no Member shall be bound by any commitment made by it under Subsections 1.1(b)(i) or (ii) above as to such asserter, and any license rights relating to such specification or amendment which such Member may have previously granted to such asserter may be revoked.

## 1.2 Document Notations

All Company draft specifications that are subject to member comment and all finally adopted specifications shall include the following introductory language:

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

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

## 1.3 Patent Searches

In no case shall the Company be obligated to conduct searches for patents or other IPR which would be infringed by the implementation of a Company specification.

## 1.4 Patents Revealed After Publication

In the case where IPR is revealed following publication of the Company Specification, and the holder of such IPR claims that it covers items included in the specification, such holder will be asked to license the necessary IPR in the manner outlined in 1.1 a. or b above. If such a license cannot be obtained, the Company Specification shall be referred back to the relevant technical committee for further consideration, as appropriate.

### Copyrights

The copyright for all Company draft and published specifications shall belong to the Company.

## 2.1 Contributions of Copyrighted Materials

Those who contribute their copyrighted materials to the Company shall retain copyright ownership of their original work, while at the same time granting the Company and all implementers of Company specifications full rights to revise, modify, and create derivative works based on that original work, under the Company's own copyright.

(a) License in Contributions. Effective upon adoption by IrDA of an IrDA standard, Member grants and will grant to each of the other Members and their respective affiliates, a nonexclusive, worldwide, perpetual, irrevocable, non-sublicensable license under any (if any) of such Member's claims in its contributions, solely to make, have made, use, import, offer to sell, sell and otherwise distribute and dispose of Compliant Portions; provided that such license need not extend to any part or function of a product in which a Compliant Portion is incorporated that is not itself part of the Compliant Portion. Such license shall be granted on a royalty-free basis or will be subject to otherwise reasonable and non-discriminatory terms.

(b) Assignment of Joint Copyright Interest. Member agrees to grant to IrDA an undivided, non-exclusive, joint copyright ownership interest in all such Member's Contributions included in any IrDA standard effective upon the formal approval and adoption by IrDA of such IrDA standard. Neither IrDA nor Member will have any duty to seek permission or account to the other for the use or exploitation of the jointly owned copyright. For purposes of clarification, no ownership interest or license, express or implied, is granted to IrDA with respect to any patents or other intellectual property embodied in such copyrighted Contributions, except as expressly set forth elsewhere in the Membership Agreement, including without limitation in this Intellectual Property Policy.

## Trade Secrets

Company members will not be expected to reveal Trade Secret information to the Company, nor will they be asked to sign non-disclosure agreements. The Company cannot be held responsible for the disclosure of any Member or non-Member's trade secret regardless of the circumstances.

## Trademarks

### 4.1 Company Trademarks

Company trademarks, registered or otherwise, are the property of the Company. Their use shall be governed by such policies, procedures and guidelines as shall be approved by the Company from time to time, and applicable law.

### 4.2 Non Company Trademarks

The use of trademarks not owned by the Company shall be in accordance with applicable law and such contractual requirements as may be imposed by the owners of such trademarks.

## 5. Submissions and Responses to Calls

All submissions of technology for adoption consideration, and all responses to calls for patents, shall be on such forms implementing the rules set forth in this Policy as the Company shall from time to time choose to employ. This policy may be supplemented at any time by such additional rules as the Board of Directors may elect to approve, including with respect to determining those who shall be required to answer a call for patents, and the consequences, if any, for any failure to use such form, or to answer a Call.

## 6. Withdrawal

A Member who wishes to withdraw shall provide timely written notice to IrDA of this decision; provided that such notice is not less than thirty (30) days. Such Member's continuing licensing obligations, if any, in connection with any IrDA standard(s) will be determined by whether the withdrawing Member has Accepted such IrDA standard(s). A Member has "Accepted" an IrDA standard if such IrDA standard has been formally approved and adopted by IrDA, and such Member either (a) voted in favor of adoption or (b) failed to vote or voted against such adoption, yet failed to provide to IrDA notice of intent to withdraw within four (4) weeks after such adoption. If Member withdraws, (x) all intellectual property rights in IrDA standards granted to Member as a consequence of membership in IrDA shall survive such termination; (y) the grant of rights by such withdrawing Member pursuant to this Intellectual Property Policy shall continue in full force, but solely with respect to IrDA standards Accepted by such withdrawing Member prior to the date of such Member's withdrawal; and (z) all other obligations of membership in IrDA shall terminate.



Board Policy No. 115

## TITLE: IrDA RULES AND REGULATIONS

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Approval Date:06/05/02  
Existing Policies:

The IrDA retains legal counsel to provide it with general and specialized advice in the areas of corporate, commercial, intellectual property and association law. Because of the importance of complying with both state and federal laws, **it is important for all members of IrDA (individually, “Member” and collectively, “Members”) to fully understand and strictly adhere to the rules and regulations set forth in the IrDA Bylaws.** A copy of the IrDA Bylaws is made available to each new Member upon initiation to the IrDA. Compliance with the IrDA Bylaws and state and federal laws is the sole responsibility of each Member. Therefore, each Member is strongly advised to seek the independent advice of its own legal counsel prior to engaging in any activities, communications, or other course of behavior to ensure each Member understands the effect on intellectual property ownership of such Member’s actions. **Any failure, actual or perceived, of a Member to adhere to the Bylaws of the Infrared Data Association shall be considered grounds for immediate termination of membership.** In addition, IrDA requires, as a condition of membership, that each Member abide by other IrDA rules, regulations and policies, including, but not limited to the following:

**Antitrust:** Member acknowledges that the United States antitrust laws generally forbid any contract or combination that restrains trade or commerce and Member agrees, solely in regard to activities undertaken within the context of participation in IrDA, to take all necessary steps to ensure that its activities do not directly or impliedly comprise a trade restraint, including, but not limited to, entering into agreements with other IrDA members to:

- (a) fix prices of products and/or services;
- (b) restrict or stabilize volume or types of production or technology;
- (c) divide or allocate territories, customers, or classes of equipment or services; and
- (d) boycott or otherwise discriminate against a particular company or customer, class of companies or customers, or a group of companies or customers.

In summary, to achieve the purposes of the association, members may meet collaboratively on a regular basis at conferences, seminars, workshops and in committee to share information and improve the profession (or occupation), and do so in accordance of and with recognition of anti-trust provisions so they do not establish agreements or limitations on services or products and prices and salaries.