

SALI Alliance Intellectual Property Rights Policy

In accordance with the Bylaws of SALI Alliance Inc. Inc. (“SALI”), all members of SALI are subject to these terms. Additionally, these terms apply to non-members who participate in any SALI activities.

- 1. Contributions.** Communications provided for inclusion in any SALI deliverable or other SALI project will be a “Contribution.” The entity (or individual, in a case where an individual is acting in an individual capacity) making the Contribution is the “Contributor.”
- 2. Copyright.** When a Contribution is included (in whole or in part) in any work of authorship created in connection with SALI activities, the Contributor grants SALI a worldwide, perpetual, irrevocable, non-exclusive, royalty-free, fully-sublicensable copyright license to reproduce, create derivative works, distribute, display and perform the Contributions. Subject to the Contributor’s continued copyright ownership in their Contributions, SALI will own the copyright in any collective works, compilations, joint works or derivative works created in connection with SALI activities, and will own the copyright in any works created by SALI employees or agents. SALI will exercise its rights and license its own copyrights in a manner consistent with its non-profit mission.
- 3. Confidentiality.**
 - a. Confidentiality of Contributions.** Contributions or other materials that are clearly marked “confidential” or with a similar legend, or that, if disclosed orally, are identified as confidential at the time of disclosure, will be deemed the “Confidential Information” of the Contributor. Contributions are otherwise non-confidential. A party receiving Confidential Information will maintain the Confidential Information in confidence with the same degree of care that it uses to protect its own confidential information (and at least exercise a reasonable degree of care). Confidential Contributions may be shared among parties that have agreed to these terms.
 - b. Confidentiality of draft and final deliverables.** SALI collaborative activities will generally produce particular deliverables, such as written reports, technical specifications, software code, engineering notes, reference designs, or similar material (the “Deliverables”). All draft and final Deliverables will be deemed the Confidential Information of SALI and be subject to the non-disclosure duty described above. The Board will determine the timing and nature of any public release of the Deliverables. In the event that a Contribution or portion of a Contribution that is Confidential Information under subsection (a) above is included in a Deliverable with the knowledge of the Contributor, then the confidentiality obligation associated with the included material will be deemed waived upon public release. Deliverables released publicly are non-confidential.
- 4. Attribution; moral rights.** SALI will generally attribute collaborative work to just “SALI Alliance.” SALI will consider in good faith any requests related to individual attribution, however. Each Contributor, and each individual making a Contribution, waives any moral rights (or similar rights related to attribution or work integrity) to the maximum extent permitted by applicable law.

5. **Trademarks.** SALI will be permitted to use the name and corporate logo (or similar mark) of members in connection with communications about SALI membership, subject to reasonable use limitations communicated by the member to SALI. SALI members may use the SALI name and corporate logo solely to communicate their membership in SALI, subject to a reasonable trademark use policy to be published by the Board. The SALI name and trademarks may not be used to communicate compliance or conformance with any SALI-distributed technology, and may not otherwise be used in connection with any member product or service, unless permitted by an applicable SALI license agreement or Board-approved policy.
6. **Special license requirements for software.** In connection with any software development efforts by SALI, the MIT license (found at <https://opensource.org/licenses/MIT>) will be the applicable license, unless prior to starting the software development project the SALI Board of Directors (the “Board”) identifies a different license that will apply as the outbound license for that project. All software Contributions in connection with a project will be licensed on an ‘inbound = outbound’ basis. That is, Contributors will license their associated Contributions inbound to SALI under terms that are identical to the outbound license terms that SALI has selected for that project. For software code Contributions, this Section 6 applies in place of Section 1.
7. **Patent-related license requirements for technical specifications.** The Board can charter a working group to create technical specifications that define requirements necessary to facilitate interoperability between third party products or services, and the Board can formally approve the specifications for distribution (once approved, these are “Specifications”). The written charter for such a group may expressly define boundaries for technology areas that are included and excluded from the effort (i.e., that are in or out of “Scope”). Each Participant in a working group that creates a Specification agrees that if a patent claim that is owned, controlled or licensable (without additional consideration other than to employees or Affiliates) by that Participant or an Affiliate of the Participant becomes a Necessary Claim, then the Participant will grant, or will cause its Affiliate to grant, a Reciprocal License to any authorized implementer of that Specification who requests such a license, subject to the definitions and exceptions described below. For clarity: the terms of this Section 7 apply only to Participants in an applicable working group, and not to all SALI members.
 - a. A “Participant” is (a) the legal entity that employs or is otherwise the principal of an individual who participates in a working group (e.g. by joining a group mailing list, accessing group-member-only online forums, or attending working group meetings), or (b) the individual participant, if no such entity exists.
 - b. A “Necessary Claim” is any claim in a patent in any jurisdiction that would necessarily be infringed by a compliant implementation of the Specification. A claim is necessarily infringed only when it is impossible to avoid infringing it, because there is no non-infringing alternative for implementing the normative portions of the Specification. All other claims, even if contained in the same patent as Necessary Claims, are not Necessary Claims. Claims which would be infringed only by portions of an implementation that (a) are not expressly specified in the normative portions of the Specification, or (b) are out of Scope, are not Necessary Claims.

- c. A **“Reciprocal License”** is a worldwide, non-exclusive license, limited to Necessary Claims, to make, have made, use, import, offer to sell, lease, sell, promote and otherwise distribute the portions of implementer’s products and services that comply with the normative portions of the Specification. A Reciprocal License must be granted on royalty free and otherwise reasonable and non-discriminatory (“RAND-Zero”) terms. The license may require that the licensee grant a license to claims that the licensee owns, controls, or can license (without additional consideration other than to employees or Affiliates) to contributor that are necessarily infringed by implementations of the Specification. It may include a provision that suspends the license grant in the event an implementer initiates litigation related to the Specification, and may include other customary terms.
 - d. **Opt out.** The license obligation described above will not apply to patent claims that the Participant opts out. A Participant may opt out a claim by identifying the claim and the applicable portion of the Specification in writing to the Board at any time prior to formal approval of the Specification. The Board will provide notice and a substantially complete draft version of the Specification to Participants no less than 30 days prior to formal approval of a Specification. Participants may not opt out claims that read directly on Contributions made by the Participant that are embodied in the Specification.
 - e. **Withdrawal.** Even after the date a Participant formally withdraws from a working group and ceases all participation (the “Withdrawal Date”), a Participant will be obligated to license those claims that became Necessary Claims prior to the Withdrawal Date, as well as Necessary Claims that read on portions of future versions of a Specification that existed prior to the Withdrawal Date if the portions are substantially the same as in the Specification as it was approved prior to the Withdrawal Date. Otherwise, no new obligations attach post Withdrawal Date.
8. **Alternative IP terms.** The Board may approve alternative intellectual property terms in connection with particular projects. These terms will be binding only on parties that expressly agree to them.
9. **Authority; no other licenses.** Individuals acting within the scope of their employment or otherwise as an agent of a legal entity act on behalf of their employer or other legal entity. The individual represents that they have the right and authority to bind their employer or other principal to these terms. The bound party represents and warrants that it has the right to grant the licenses described in these terms. Except as expressly described above, no intellectual property licenses are granted under these terms.