



OASIS Intellectual Property Rights (IPR) Policy Frequently Asked Questions (FAQ)

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This document provides a non-normative overview of the [OASIS IPR Policy](#) as revised by the OASIS Board of Directors in January 2005. It is offered as a supplemental resource only. For comprehensive information, the normative OASIS IPR Policy should be referenced. Additional information of particular interest to existing OASIS members is provided in the [OASIS IPR Transition Policy FAQ](#). If inconsistencies between any of these documents are found, the official policies take precedence over these FAQs.

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1. Overview

1.1 *What is the goal of the OASIS IPR Policy?*

The OASIS IPR Policy aims to help assure implementers worldwide that OASIS Standards can be adopted with confidence, support meaningful, inclusive collaboration, and encourage the submission of relevant work into the open standards process.

The Policy was specifically designed to:

- help ensure that, if needed, licenses to implement OASIS Standards and specifications are available from OASIS members;
- provide flexibility to support the breadth of the membership, the variety of specifications under development, and the needs of the marketplace;
- encourage the submission of existing technical work into the open standards process;
- assure that all members are protected and bound by clearly articulated policies; and
- help safeguard organizations from unintended exposure by employees participating as Individual members.

1.2 *What level of minimum licensing requirements does OASIS support?*

OASIS does not mandate a single, one-size-fits-all IPR mode for standards development. Such factors as the nature of existing contributions, market requirements, and the input of participants and stakeholders can all affect the IPR conditions for a specific development effort.

OASIS supports this diversity by permitting each Committee to choose for itself, in its charter, one of three IPR modes under which it will operate. Each mode governs what licensing terms must be granted to an implementer upon request:

- **Reasonable And Non-Discriminatory (RAND)** defines a basic set of minimal terms a patent holder is obliged to offer (such as granting a license that is worldwide, non-exclusive, perpetual, reasonable, and non-discriminatory, etc.) and leaves all other non-specified terms to negotiations between the patent holder and the implementer seeking a license.
- **Royalty-Free (RF) on RAND Terms** operates in the same manner as RAND, however, it does not permit the patent holder to charge fees or royalties for the license.
- **RF on Limited Terms** specifies the exact Royalty Free licensing terms and conditions that may be included in a patent holder's license and that must be granted upon request without further negotiations.

<i>Feature</i>	RAND	RF on RAND Terms	RF on Limited Terms
License	Available to all	Available to all	Available to all
Fees/Royalties	Negotiable	Not allowed	Not allowed
Other terms	Negotiable	Negotiable	Fixed Options

1.3 *Do OASIS Committees have to declare an IPR mode even if they are not creating specifications?*

All Committees—even those that are chartered to develop best practice documents, implementation guidelines, educational materials, etc.—must select an IPR mode under which they will work. Laws on what is and is not patentable vary widely throughout the world. Even a best practices document might contain information or a methodology upon which some entity may hold patents. Operating under a clear IPR mode provides better protection against unforeseen patent claims.

1.4 *Why not require all OASIS Standards to be royalty-free?*

In today’s reality, no standards organization can ensure that its work is or will remain completely free of patent claims. There is always a risk that someone in the world holds a patent that can be claimed as essential for any specific standards project. The most any standards organization can do is provide clear, equitable regulations to govern the behavior of those who participate in its work and publicly document the licensing commitment of all participants. The OASIS IPR Policy seeks to create the greatest possible incentive for patent holders to participate productively in an open standards process, responsibly disclose their interests, and make available, without prejudice, licenses for any essential claims they may have.

2. Licensing Obligations

2.1 *Who is affected by the OASIS IPR Policy?*

TC Participants incur licensing obligations after a 60-day grace period.

TC Observers and their employers incur licensing obligations only if they provide feedback.

Any OASIS Member who makes a specific contribution of technical work to a Committee is obligated upon submission provided the contribution is used in an approved OASIS Committee Specification and/or OASIS Standard.

Non-Committee Participants (both OASIS members as well as the public) **who submit comments to a Committee** are required to do so under the [Feedback License](#) but are otherwise not obligated under the IPR Policy.

OASIS members who are not represented as TC Participants and who do not otherwise contribute to a TC incur no obligation.

All OASIS Members and the public benefit by the policies underlying the OASIS IPR Policy designed to increased disclosure and license availability.

2.2 What licenses are available during standards development?

The OASIS IPR Policy provides for prototyping licenses, so that TC Participants may test implementations of unapproved specifications without having to request a formal license. Once a Committee Specification is approved, the prototyping license terminates. Implementers must then formally request licenses for any essential claims of applicable patents, and patent holders of essential claims who are or have been TC Participants and/or made a contribution to the Committee will be obligated to grant licenses, under the terms required by the Committee's declared IPR mode.

2.3 Can a license other than the ones described in the OASIS IPR Policy be granted?

The OASIS IPR Policy defines baseline terms under which licenses must be granted upon request. Alternative terms may be substituted, if agreed to by both the patent holder and the implementer.

2.4 Can a Committee increase or decrease the scope of its work to alter IPR obligations?

Each Committee selects an IPR mode in its charter, and prospective participants rely on that information when they decide whether or not to join. Once formed, a Committee cannot broaden the scope of its work, therefore, the IPR obligations of its members will not be increased beyond its original charter. This makes standards participation easier: it allows members to decide to join a Committee based on its charter, without having to worry about the scope of their IPR commitment varying over time. By voting to narrow the scope of its work, a Committee could change the amount of obligations incurred, but again, it could not increase those obligations. In the unlikely event a Committee identifies a compelling reason to alter its choice of IPR modes, it is possible for it to close, and for a new TC operating under a different mode to form.

2.5 Does the Membership Agreement force members to assign their intellectual property or licenses to OASIS Committees?

No. Signing the OASIS Membership Agreement simply attests that the member agrees to be bound to OASIS policies. Under the OASIS IPR Policy, if an organization's representative or an Individual member elects to become a member of a TC (a "Participant," as opposed to merely a TC "Observer"), then it may acquire an obligation to license any essential claims, from either participation or contributions. Members retain control over whether they contribute or participate in any given Committee. Patent licenses are never assigned to OASIS or its Committees.

3. Contributions and Disclosures

3.1 Are disclosures documented publicly?

Yes. Each OASIS TC's IPR page documents all disclosures received by OASIS, principally from its members, in relation to the work of that Committee. Information on TC Participants and their respective participation periods also is posted at the OASIS web site.

TC Participants are obligated to disclose claims that are actually known to be, or might become essential to a Committee Specification or OASIS Standard. When an OASIS Standard is balloted, supporting documentation includes a list of current TC Participants. OASIS also publishes a call to all members for the disclosure of any essential claims during the public review of each approved specification.

3.2 When is an OASIS Committee free to use a Contribution?

Each Contribution of technical work received by OASIS is submitted to one specific OASIS Committee, not the Consortium as a whole. Licensing obligations for a Contribution are tied directly to the Committee which received it. Parties who submit Contributions to one OASIS Committee are not obligated to grant licenses to implement specifications developed by other Committees, although OASIS does encourage submissions to multiple Committees when warranted.

3.3 Are licensing obligations binding for Contributions that are accepted by a Committee but subsequently not included in the final Committee Specification or OASIS Standard?

No. Licensing obligations (whether through contribution or participation) apply only to patents having essential claims that would be necessarily infringed by an implementation of an approved Committee Specification or an OASIS Standard.