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GLOBALPLATFORM, INC.

Intellectual Property Rights (IPR) Policy

IPR Policy

© GlobalPlatform, Inc.
900 Metro Center Boulevard; M1/8S
Foster City, CA 94404 USA
Phone +1.650.432.2486 • Fax +1.650.432.5096

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Introduction

Following is the Intellectual Property Policy for GlobalPlatform, Inc. (the Company), intended to meet the requirements of Section 3.1 of the GlobalPlatform Bylaws. This set of rules is intended to balance several competing interests, as well as to be within the range of common practice for other industry consortia and standard setting groups. While it is intended to be comprehensive, it does not require some practices which are followed by a small number of consortia (e.g., mandatory cross licensing), nor does it seek to address every issue which might be mandated (e.g., sanctions for the failure to answer a call for patents). In the latter case, Section 5 of the Policy contemplates that the Board will from time to time adopt such additional requirements as may be necessary and advisable to implement the Policy, such as rules determining whether all Members (or the Members of which classes) will be required to respond to a call for patents, or stating that only those Members which elect to participate in a given adoption initiative will be required to answer such a call.

The other documents which complete the implementation of the intellectual property structure for GlobalPlatform are as follows:

1. Submission form for technology, requiring statement of intentions with respect to licensing of submitted technology. [See Attachment #1.]
2. Voting form, to be used by Members of the Technical Committees, making similar statements with respect to any intellectual property rights of such Members which would be infringed by an implementation of a specification under consideration for adoption. [See Attachment #2.]
3. Detailed Policies and Procedures for the technical Committees. [See GlobalPlatform Process Document.]

Approved by the Board of Directors of GlobalPlatform, Inc. on 13 April 2000 and subsequently amended on 17 May 2001.

This policy covers the issues of patent, copyright, trademark, trade secret, and other intellectual property rights (collectively, “IPR”) for specifications created by GlobalPlatform, Inc. (the Company).

1. 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 Committees 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, as well as those parties submitting responses to Requests for Proposals or voting in the technical Committees on the adoption or amendment of specifications, must respond in one of the following three ways:
 - i. By agreeing to license all patented technology and other IPR which are owned by them and which might be infringed by the specification or amendment in question without compensation from those (Members and non-Members alike) desiring to use such patented technology or other IPR for the purpose of implementing the specification or amendment; or,
 - ii. By agreeing to license all patented technology and other IPR which are owned by them and which might be infringed by the implementation of the specification or amendment in question to Members and non-Members alike under reasonable terms and conditions that are demonstrably free of unfair discrimination; or,

- iii By identifying the patent(s) and/or other IPR which is owned by them which they assert would be infringed and the portion of the specification 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).

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.”

1.3 Notation when Patents are Identified

When patents or other IPR have been identified for draft specifications subject to Member comment, or thereafter with respect to already published final specifications, the following notice shall be included in the introduction:

“The Company draws attention to the fact that it is claimed that compliance with this specification may involve the use of a patent or other intellectual property right (collectively, “IPR”) concerning (..subject matter..) given in (..subclause..). The Company takes no position concerning the evidence, validity and scope of this IPR.

The holder of this IPR has assured the Company that he is willing to [refer to 1.1 a or b from above as applicable]. In this respect, the statement of the holder of this IPR is registered with the Company. Information may be obtained from:

[..name of holder of right..]

[..address..]

Attention is drawn to the possibility that some of the elements of this Company Specification may be the subject of IPR other than those

identified above. The Company shall not be held responsible for identifying any or all such IPR, and has made no inquiry into the possible existence of any such IPR.

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.”

In the event that the owner of any IPR has asserted that infringement would result from the implementation of a specification, and such owner has refused to grant a license pursuant to 1.1a or b above, then the second paragraph of the above notice shall be replaced or supplemented, as appropriate, with the following:

“The holder of such IPR has refused a request by the Company that it agree to make a license available for the purpose of implementing this specification. Information may be obtained from:

[..name of holder of right..]

[..address..]”

1.4 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.

1.5 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.

2. 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..

2.2 Copyrighted Materials from Committees and Working Groups

The technical developments created and approved by Committees and Working Groups will be covered by the Company's own copyright. All Company technical working documents under Committee / Working Group review and enhancement shall include the following introductory language:

“Copyright © 200x, GlobalPlatform, Inc., all rights reserved. The technology provided or described herein is subject to updates, revisions and extensions by GlobalPlatform. This documentation is currently in draft form and is being reviewed and enhanced by the Committees and Working Groups of GlobalPlatform.”

3. 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.

4. 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.

5.1 Completing a Submission

Any organization, regardless of their affiliation with GlobalPlatform, may remit a Technology Submission (Attachment #1, including Exhibit A and Exhibit B) for evaluation and consideration. All submissions are subject to the provisions of GlobalPlatform's IPR Policy and must follow all steps outlined in the GlobalPlatform Process Document. The Submitter must send a completed Technology Submission Form to secretariat@globalplatform.org.

5.2 Reviewing a Submission

Only Full Members of GlobalPlatform may participate in the evaluation, revision and enhancement of a Technology Submission through the Committee and Working Group structure. Additionally only Full Members are entitled to vote on new specifications for ratification and implementation.

5.3 Announcing a Submission

Under no circumstances may a document be referred to as "submitted to GlobalPlatform" or "under consideration by GlobalPlatform" or any similar phrase.

5.4 Accessing a Submission

All GlobalPlatform Members, regardless of their Member classification, are entitled to review Technology submissions. All Technology Submissions will be posted on the Member website after being assigned to a Committee for evaluation.

Attachment #1: Submission of Technology Form

(Required for all IPR Submissions)

GLOBALPLATFORM, INC.

SUBMISSION OF TECHNOLOGY FORM

NOTE: All blanks must be completed in order for this submission to be given consideration. This submission is subject to all such guidelines, policies and procedures of GlobalPlatform, Inc. as may currently be in force.

NAME OF SUBMITTING
ORGANIZATION
("SUBMITTER"):

NAME OF PERSON
COMPLETING THIS
FORM ON BEHALF OF
SUBMITTER
("REPRESENTATIVE"):

MAILING ADDRESS
OF REPRESENTATIVE:

EMAIL ADDRESS OF
REPRESENTATIVE:

REQUEST FOR
PROPOSAL TO WHICH
THIS SUBMISSION
RELATES (THE
"RFP"):

- A. The Representative hereby represents the following on behalf of him/herself and the Submitter, as the context requires:
1. The Representative is authorized to make the submission attached as Exhibit A on behalf of the Submitter, and to make the following representations and warranties.
 2. The Submitter has reviewed the current Intellectual Property Policies of GlobalPlatform, Inc. (a copy of which was attached to the RFP to which this submission relates) and agrees that its submission is being made in full compliance with those Policies.
 3. The Submitter hereby irrevocably agrees that, if its submission is accepted for incorporation into the specification or amendment to which the RFP relates, that it will, on request, license all patented technology, patented technology, and other intellectual property ("IPR") which are owned by it and which might be infringed by an implementation of the proposed specification or amendment to which the RFP relates without compensation from those (Members and non-Members alike) desiring to use such patented technology or other IPR for the purpose of implementing such specification or amendment; provided, however, that such license shall only extend to the extent necessary to implement such specification or amendment, and that such license shall be without charge, and will otherwise be under reasonable terms and conditions which are demonstrably free of unfair discrimination.
 4. The Submitter hereby agrees that GlobalPlatform, Inc. may copy, distribute and otherwise make available this submission for the purpose of evaluation, and that in the event that the submission is accepted, that GlobalPlatform will own the copyright in the resulting specification or amendment and all rights therein, including the rights of distribution. This agreement shall not in any way deprive the Submitter of any patent or other IPR relating to the technology to which its submission relates.

5. The Submitter is not aware of any patent or other IPR of any third party which might be infringed by the implementation of the specification or amendment to which this RFP relates as a result of the incorporation of the Submitter's submission therein, whether in whole or in part. If the Submitter is aware of any such potential infringement, then the Submitter has described such patent or other IPR in on Exhibit B, together with any supporting documentation which may be readily available to the Submitter.

B. GlobalPlatform, Inc., in accepting this submission, acknowledges the following:

EXCEPT AS SPECIFICALLY PROVIDED FOR ABOVE, THIS SUBMISSION IS BEING OFFERED WITHOUT ANY WARRANTY WHATSOEVER, AND IN PARTICULAR, ANY WARRANTY OF NON-INFRINGEMENT IS EXPRESSLY DISCLAIMED, EXCEPT TO THE EXTENT OF KNOWING FALSITY IN ANY STATEMENT MADE ABOVE. ANY IMPLEMENTATION OF ANY SPECIFICATION OR AMENDMENT INCORPORATING THIS SUBMISSION IN WHOLE OR IN PART SHALL BE MADE ENTIRELY AT THE IMPLEMENTER'S OWN RISK, AND THE SUBMITTER SHALL HAVE NO LIABILITY WHATSOEVER TO ANY IMPLEMENTER OR THIRD PARTY FOR ANY DAMAGES OF ANY NATURE WHATSOEVER DIRECTLY OR INDIRECTLY ARISING FROM SUCH IMPLEMENTATION, EXCEPT AS A RESULT OF ANY KNOWING FALSITY IN ANY STATEMENT MADE ABOVE.

This submission has been made on _____, 200_.

[Name of Submitter]

By:

[Signature of Representative]

Exhibit A to the Submission of Technology Form

Submission

Exhibit B to the Submission of Technology Form

**Potentially Infringed Intellectual
Property**

Attachment #2: Voting Participation Form

NOTE: All blanks must be completed in order for this submission to be given consideration. This submission is subject to all such guidelines, policies and procedures of GlobalPlatform, Inc. as may currently be in force. This form is to be completed on behalf of each Member which exercises its right to vote with respect to the acceptance of technology.

NAME OF MEMBER: _____

NAME OF PERSON
COMPLETING THIS
("REPRESENTATIVE"):

MAILING ADDRESS OF
REPRESENTATIVE: _____

EMAIL ADDRESS OF
REPRESENTATIVE: _____

SPECIFICATION OR
AMENDMENT TO WHICH
THIS VOTE RELATES (THE
"SPECIFICATION"):

- A. The Representative hereby represents the following on behalf of him/herself and the Member, as the context requires:
1. The Representative is authorized on behalf of the Member to make the following representations and warranties.
 2. The Member has reviewed the current Intellectual Property Policies of GlobalPlatform, Inc. (a copy of which was attached to the RFP to which this submission relates) and agrees that it will fully comply with those Policies.
 3. The Member hereby irrevocably agrees that if a Specification is finally approved by GlobalPlatform pursuant to a process in which the Member has voted, that it will do one of the following (please check one blank):

_____ The Member will, on request, license all patented technology, patent applications and other intellectual property ("IPR") which are owned by it and which might be infringed by an implementation of the Specification without compensation from those (Members and non-Members alike) desiring to use such patented technology or other IPR for the purpose of implementing Specification; provided, however, that such license shall only extend to the extent necessary to implement the Specification. Such license will be without charge, and will otherwise be under reasonable terms and conditions which are demonstrably free of unfair discrimination.

_____ The Member will license all patented technology and other IPR which are owned by it and which might be infringed by an implementation of the Specification to those (Members and non-Members alike) desiring to use such patented technology or other IPR for the purpose of implementing the Specification; provided, however, that such license shall only extend to the extent necessary to implement the Specification. Such license shall additionally be under reasonable terms and conditions that are demonstrably free of unfair discrimination.

_____ The Member identifies on Exhibit B any patent(s) and/or other IPR which is owned by it which it asserts would be infringed by an implementation of the Specification and the portion of the Specification which would result in the infringement, and indicates that no guarantee of license rights is being made (or that such rights will in fact be denied in all cases).

4. The Member is not aware of any patent or other IPR of any third party which might be infringed by the implementation of the Specification. If the Member is aware of any such potential infringement, then the

Member has described such patent or other IPR in on Exhibit C, together with any supporting documentation which may be readily available to the Member.

- B. GlobalPlatform, Inc., in accepting this form, acknowledges that the representation required in paragraph A.4 above is being solicited purely for informational purposes, and that GlobalPlatform will not be relying on such representation or otherwise holding the Member responsible for its accuracy.

This submission has been made on _____, 200_.

[Name of Submitter]

By: _____
[Signature of Representative]

Exhibit A to the Voting Participation Form

Submission

Exhibit B to the Voting Participation Form

Reserved Intellectual Property

Exhibit C to the Voting Participation Form

**POTENTIALLY INFRINGED
INTELLECTUAL PROPERTY**
