

Addressing IPR Issues

for Contributors who don't sign the IPR Agreement

Goals

- Any implementer of a CA/Browser Forum requirement should not have to pay royalties.
- We don't go forward with normative requirements encumbered by IP rights.
- We don't want to discourage people from sharing news, information, or ideas with Working Groups.
- We want full transparency and notice of any potential IP so that we can engage in informed decision-making.

Proposals to Address Contributions

Guest Speakers - Implement a Presenter Agreement that requires pre-disclosure of any IP that may be relevant to their presentation topic

GitHub Contributors - Implement processes to screen contributions not involving normative requirements and to receive Contributor License Agreements (see e.g. <https://www.google.com/search?q=site:github.com+%22contributor+license%22>)

Common Terms - To protect both the CA/B Forum and any implementers

- Grant of license to contributions on royalty-free terms
- Promise to not assert patent claims

How do we handle Invited Guests?

How do we handle institution-affiliated researchers?

Current IPR Policy, v.1.3 (2018 - based on Ballot 206)

“Working Groups will ordinarily not approve a Guideline if they are aware that Essential Claims exist that are not available on RF terms.”

An Essential Claim exists when a patent claim is necessarily infringed because it is not possible to avoid infringing it because there is no non-infringing alternative for implementing a Normative Requirement.”

Patent holders who sign the IPR Agreement must declare any patents they believe may be essential to implementing a proposed standard, but ***everyone else is not bound by the IPR Policy.***

New Concepts

A “Contributor License Agreement” requires a contributor to grant a license to contributions on royalty-free terms, ensuring that all contributions to the standard are available for implementation without royalties.

A “Non-Assertion Pledge” or “Non-Assert Agreement” contains a promise not to assert patent claims against implementers of a standard. This agreement would grant the Forum and its members a license to use the suggested technologies or processes without fear of subsequent infringement claims by a researcher or their affiliated institution.

A “Presenter Agreement” could address the above intellectual property concerns (and grants a license to post and re-use the presentation materials).

Sample Notice

The CA/Browser Forum recognizes the value of collaboration with individuals and organizations in advancing its mission. However, the Forum and its Working Groups seek to engage in open collaboration and to receive news, insights, research findings, and expertise from contributors, subject to our Intellectual Property Rights Policy goal of adopting only industry requirements that can be implemented on a royalty-free basis. Therefore, ...

Sample Presenter Agreement

The CA/Browser Forum is willing to waive its requirement that you sign the CA/Browser Forum's standard IPR agreement when you present to the Forum, subject to the following Speaker's Agreement.

By making a presentation to the Forum, you agree:

- to disclose, in advance, any patents, proprietary technologies, copyrights, or other intellectual property rights that may be relevant to your presentation topic;
- to not otherwise disclose any licensed, proprietary, non-public, privileged, or confidential information, or patented processes that might conflict with the royalty-free intent of the Forum's IPR policy;
- to not assert any patent rights against implementers of a standard adopted by the Forum that is based on the content of your presentation; and
- that the Forum may publicly post, share, and discuss your presentation materials.

This Agreement does not transfer ownership of any intellectual property rights to the Forum or its members but rather provides a non-exclusive, irrevocable, and royalty-free license to adopt and implement your suggestions and contributions in Forum standards.

Additional Suggestions

Review Process: Implement a review process for presentation proposals to assess the likelihood of containing proprietary information or patented processes. Presenters would be required to disclose any potentially proprietary content in their proposals, allowing the Forum to determine whether the presentation falls within the scope of the exemption.

Documentation: Maintain detailed records of any disclosures, assurances, agreements, modifications made to presentations, disclosures, and decisions taken regarding their incorporation into Forum requirements to demonstrate compliance with the IPR Policy. These records can serve as evidence of due diligence in the event of future disputes.

Continuous Improvement: Periodically review and update the Forum's policies, procedures, and agreements to reflect evolving best practices and legal standards related to IP rights. This ensures that the Forum remains proactive in addressing potential IPR issues and maintains alignment with industry norms. Regularly review and evaluate the effectiveness of the procedures used to handle guest speakers and GitHub contributors, then identify areas for improvement and make adjustments as needed.