

# INTELLECTUAL PROPERTY RIGHTS POLICY

As approved on \_\_\_\_\_, 2024

## 1. Purpose and Scope

AI-RAN Alliance has adopted this Intellectual Property Rights Policy (the "Policy") in order to minimize the possibility of inadvertent infringement of the copyrights or trademarks of Members and third parties using or implementing any AI-RAN Alliance Work Product. This Policy is not intended to provide a license to, or create an obligation to license, any patent. In the event that the purpose of the Alliance is subsequently changed, and the nature of the Work Products is also changed then this IPR Policy shall be appropriately amended in light of such change of the purpose of the Alliance.

## 2. Applicability

All Members by and through their representatives.

## 3. Definitions

Member: An AI-RAN Alliance member of any class.

Submission: A copyrightable work submitted to AI-RAN Alliance by a Member with the intention that it become, or be incorporated into, a Work Product.

Submitter: A Member making a Submission through its representative.

Working Group: As defined in the Bylaws, a working group or sub-committee of a member committee.

Work Product: Any deliverable created by an AI-RAN Alliance Working Group based on one or more Submissions from one or more Submitters.

## 4. Copyrights

4.1 Each Submitter grants to the AI-RAN Alliance and each Member of the relevant Working Group a royalty-free, non-exclusive copyright license to access, copy, reproduce, display, distribute and create derivative works of its Submissions within the Working Group for the purpose of developing the Work Product(s) for which that Working Group was chartered.

4.2 The copyright in all Work Products as derivative works shall be owned by AI-RAN Alliance. Each Submitter shall retain copyright ownership of its original work in which it asserts or claims a copyright while at the same time (i) granting AI-RAN Alliance, its successors and assigns, a non-exclusive, irrevocable, worldwide, perpetual, royalty-free license under the Submitter's copyrights in its Submission to reproduce, distribute, publish, display, perform, and create derivative works of the Submission based on that original work for the purpose of developing Work Products under AI-RAN Alliance's own copyright, and (ii) irrevocably assigning, conveying and otherwise transferring to AI-RAN Alliance, its successors and assigns, all right, title and interest under copyright law in any

Work Products into which such Submission is incorporated, in whole or in part, and all claims and causes of action with respect thereto, together with the right to use and modify the same in any manner AI-RAN Alliance may determine consistent with its purpose, as set forth in its Bylaws, and further irrevocably waives any and all claims that Submitter may now or hereafter have to such rights, claims and causes of action, including "moral rights."

4.3 The AI-RAN Alliance grants to Members a royalty-free non-exclusive, non-transferable, worldwide copyright license to download or otherwise access, copy, reproduce, distribute, publish and display. No other intellectual property rights to make, have made, sell, offer for sale, import, export, lease, otherwise dispose of, repair, use or operate implementations of the Work Product are granted.

## **5. Trade Secrets**

Members in any Working Group or other AI-RAN Alliance activity shall not be expected to reveal trade secret information in the course of such participation, nor shall they be asked by AI-RAN Alliance to sign non-disclosure agreements. AI-RAN Alliance shall not be held responsible for the disclosure of any Member's or non-Member's trade secrets, regardless of the circumstances.

## **6. Trademarks**

Trademarks created by AI-RAN Alliance, registered or otherwise, are the property of AI-RAN Alliance. Use of AI-RAN Alliance trademarks shall be governed by such policies, procedures and guidelines as may be established and approved by AI-RAN Alliance from time to time, and by applicable law.

AI-RAN Alliance's use of Member and third-party trademarks, registered or otherwise, shall be governed by the AI-RAN Alliance By-laws, by such policies, procedures and guidelines as may be established and approved by the owners of such trademarks, and by applicable law.

## **7. No Other Obligations**

Except as expressly set forth in this Policy, no express or implied right, whether by implication, estoppel, or otherwise, to any patent, copyright, trademark, trade secret, or other intellectual property right of any Member is or shall be deemed to be granted to the AI-RAN Alliance or to any other Members by reason of its membership in or participation in the activities of AI-RAN Alliance, except as may be provided in a separate written agreement between the parties.

## **8. Legends**

All public versions of finally adopted Work Products shall bear the following legend:

This document is made available for research purposes only. Rights to any underlying technology may only be obtained from the owners of that technology.