

# OPENFOG CONSORTIUM

## INTELLECTUAL PROPERTY RIGHTS POLICY

As approved on October 28, 2015

### 1. Purpose and Scope

OpenFog Consortium 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 OpenFog Consortium Work Product. OpenFog Consortium does not intend to create any Work Product that might infringe the patent rights of any Member or third party. In the event that this intention changes, this Policy will be amended appropriately.

### 2. Applicability

All Members, all representatives of Members, and all third parties participating in any OpenFog Consortium Working Group, or otherwise making a Submission.

### 3. Definitions

Member: An OpenFog Consortium member of any class.

Submission: A written or electronic copyrightable work submitted to OpenFog Consortium with the intention that it become, or be incorporated into, a Work Product.

Submitter: A Member, non-Member, or individual making a Submission.

Working Group: A committee or other group created by OpenFog Consortium that principally or incidentally creates copyrightable work(s).

Work Product: Any deliverable created by an OpenFog Consortium Working Group, and any other copyrightable work that is copied, distributed or publicly displayed by OpenFog Consortium which incorporates material not created by OpenFog Consortium employees or by third parties under contract for OpenFog Consortium.

### 4. Copyrights

The copyright in all Work Products shall be owned by OpenFog Consortium. Each Submitter shall retain copyright ownership of its original work, while at the same time granting OpenFog Consortium a non-exclusive, irrevocable, worldwide, perpetual, transferrable, 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 any purpose, and under OpenFog Consortium's own copyright.

## **5. Trade Secrets**

Members and other participants in any Working Group or other OpenFog Consortium activity will not be expected to reveal trade secret information in the course of such participation, nor will they be asked by OpenFog Consortium to sign non-disclosure agreements. OpenFog Consortium will 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 OpenFog Consortium, registered or otherwise, are the property of OpenFog Consortium. Use of OpenFog Consortium trademarks shall be governed by such policies, procedures and guidelines as may be established and approved by OpenFog Consortium from time to time, and by applicable law.

OpenFog Consortium's use of Member and third-party trademarks, registered or otherwise, shall be governed by the OpenFog Consortium Board of Directors, by such policies, procedures and guidelines as may be established and approved by the owners of such trademarks, and by applicable law.

## **7. Confidentiality**

Except as specifically enacted by the Board of Directors as an OpenFog Consortium policy, information disclosed in connection with any OpenFog Consortium activity, including but not limited to meetings and contributions, is not confidential. Accordingly, unless specifically determined in advance by the Board of Directors, all information disclosed at any OpenFog Consortium meeting, and all Contributions and other submissions to the OpenFog Consortium, will be deemed to be public information that has disclosed without any restrictions on use by anyone.

If a member of the OpenFog Consortium or other participant in OpenFog Consortium activities desires to keep certain information confidential, it must not disclose it at any OpenFog Consortium meeting or in a Contribution or other submission to the OpenFog Consortium.