Intellectual Property Rights

OGC Position
11 April, 2000
London, UK
Open GIS Consortium

- More than 200 commercial companies, universities and government agencies who have organized to:
  - Enable open geographic data and open processing

- How do we do this?
  - Consensus design and acceptance of interface specifications by members followed by public comment period prior to final OK
    - Simple Feature Access (SQL, COM, CORBA)
    - Catalogs
    - Coordinate Transformation
    - Web Mapping
  - Class A Liaison with ISO TC 211
  - Contact with W3C, WAP
OGC Specification IPR

- Copyright
  - OGC deals in interface specifications, not software
  - As a rule, OGC publishes specifications to the public on our Web site at no charge
  - OGC creates specifications via an open request process (meaning that our members submit candidates) with closed responses / work
  - The submitter retains the copyright (usually multiple submitters who compete with each other and prevent gratuitous changes)
  - We require a submitter to provide OGC a non-exclusive, royalty-free, paid-up, worldwide license to copy and distribute their specification if we adopt it
  - We require, further, the right to modify, enhance, and to make derivative works from the specification as well as the right to copy and distribute those modifications, enhancements, and derivative works.
OGC Interoperability Program IPR (1)

Participant Agreement Section 2(a)

• To the extent that the Participant creates or contributes any intellectual property pursuant to the terms of this Agreement ("IP"), or any software ("Software"), the Participant agrees as follows:
  – (i) OGC shall be permitted to create specifications and standards (collectively "Specifications") based in whole or in part upon any such IP, and to make such Specifications and any related documentation available, both directly and indirectly, in any manner and in any form which it desires and upon any terms which it desires;
  – (ii) OGC shall be permitted to create, or have created, test suites and other software intended to test compliance or conformance of any software and other products to such Specifications, and to make such test suites, other software and any related documentation available, both directly and indirectly, in any manner, in any form, and upon any terms which it desires;
OGC Interoperability Program IPR (2)

*Participant Agreement Section 2(a)*

- (iii) OGC may deliver any Software and any related documentation, both
directly and indirectly, for demonstration purposes only and in binary form
only unless otherwise authorized by the Participant, to OGC Members and
other third parties by means of CDs, web posting or other electronic
delivery method, provided that (x) no charge is made by OGC for such
Software, other than reasonable costs for reproduction and delivery of
such Software, and (y) no commercial use or reproduction of the Software
is permitted under the terms of such delivery;

- (iv) the Participant hereby grants OGC a non-exclusive, non-transferable
license to use the Software and the IP during the term of this Agreement;

- (v) all licenses and other rights granted hereunder are hereby granted, on
a perpetual, royalty free, worldwide basis, by Participant to OGC so as to
permit the exercise of the rights described in the foregoing Sections 2(a)(i)
- (iv), including with respect to all patent, copyright, trade secret and other
intellectual property rights in such IP and/or Software which Participant
may have, except to the extent that the Software provided consists of only
tools, in which case such license shall terminate at the end of the term of
this agreement;
OGC Interoperability Program IPR (3)

Participant Agreement Section 2(a)

- (vi) the Participant shall retain ownership in all IP, Software and any related documentation, but OGC shall be the sole owner of the copyright in all Specifications and any documentation with respect to such Specifications, Software or IP created by OGC, including insofar as the same are in full or in part derivative works of any IP of the Participant; and

- (vii) the Participant hereby represents and warrants that it is the sole owner of all patent, tradesecret, copyright and other intellectual property rights, and/or has valid and subsisting license rights, in the IP and the Software, such that it can grant the foregoing license and other rights set forth in this Section 2(a).