NENA Intellectual Property Rights and Antitrust Policy

Approved on December 16, 2020 by a vote of the NENA Board of Directors

1 Purpose

NENA requires an explicit Intellectual Property Rights Policy to conduct its daily work. The objectives of this policy are to:

a. Ensure that Members’ and participating Entities’ IPR are protected;
b. Promote awareness of IPR issues among NENA Committees so as to permit informed decision-making about the tradeoffs associated with technical alternatives encountered in committee work; and
c. Ensure that implementers producing products or services based on NENA standards are not unreasonably inhibited by IPR licensing requirements.

2 Definitions

2.1 Affiliate

An Affiliate is any entity, now or hereafter, that is Controlled by, under common Control with, or that Controls a subject party.

2.2 Control

To Control an entity is to hold, directly or indirectly, more than 50% of the voting power to elect directors of a corporation, in the case of a corporate entity, or, for any other entity, the power to direct the management of such entity.

2.3 Compliant Portion

A Compliant Portion is only those specific portions of a product (hardware, software, service, system, network, operational principle, or any combination(s) thereof) that implement and are compliant with all Normative Requirements of a Deliverable (as applicable to such portions as are adopted) and that are within its Scope

2.4 Contribution

A Contribution is a proposal of or submission to an addition to or modification of a new or existing Deliverable, if the proposal or submission is either (a) submitted in writing (including a writing in electronic form), or (b) stated orally. An oral statement is not a Contribution unless each of the following four conditions obtains:

a. It is memorialized with specificity in the meeting minutes;
b. It is attributed in the meeting minutes to theSubmitter;
c. The meeting minutes are promptly provided to and approved by the \textit{Submitter}; and

d. The \textit{Submitter} does not withdraw its submission in writing within fourteen (14) days of receipt of the written minutes.

2.5 \textbf{Deliverable}

A \textit{Deliverable} is a written output of a NENA Committee. This includes, but is not limited to, reports, information documents, administrative documents, standards, drafts, specifications, software, schema, tables, web pages, slides, emails, or similar materials. All parts of such outputs are \textit{Deliverables} without exception.

2.6 \textbf{Final Deliverable}

A \textit{Final Deliverable} is a \textit{Deliverable} that has been approved by the NENA Board or, for documents that are not subject to Board approval, that has been approved by the last body required by the applicable procedure under which the document was developed.

2.7 \textbf{Implementer}

An \textit{Implementer} is a person or business entity that produces one or more products (hardware, software, service, system, network, operational principle, or any combination thereof) having a \textit{Compliant Portion}.

2.8 \textbf{IPR}

\textit{IPR} means intellectual property rights, including patents, published and unpublished patent applications, copyrights, trademarks, and trade secret rights, as well as any intellectual property right resembling a member of the foregoing list as such right may exist in a particular jurisdiction.

2.9 \textbf{Licensing Declaration Form}

\textit{Licensing Declaration Form} means a form maintained by NENA and available at its public website at nena.org/ipr.

2.10 \textbf{Member}

The term \textit{Member} (or \textit{Members}) shall have the same meaning as that ascribed to it in the prevailing NENA By-Laws, provided, however, that, any other person or entity that participates in a meeting of a \textit{NENA Committee} shall be deemed to be a \textit{Member} for purposes of Article 3 of this Policy and to any other extent required to impose upon such person or entity all other rights and obligations arising under this Policy, notwithstanding such person’s or entity’s failure to satisfy the general definition of \textit{Member} ascribed to that term in the NENA By-Laws.

2.11 \textbf{NENA Board}

The \textit{NENA Board} is the board of directors or any successor entity which, under the charter and bylaws of NENA, has the power to manage and control the operations of the association and to finally approve any \textit{Standard}.
2.12 NENA Committee

A NENA Committee includes any assembly of Members, including lead teams, committees, sub-committees, working groups, and any other structure or assemblage, convened for the purpose of discussing, debating, proposing, revising, or otherwise working on a Deliverable.

2.13 NENA Publication

A NENA Publication is a book, pamphlet, periodical, or training document that does not contain any Normative Requirements and which is not subject to the regular standards development or review processes of NENA.

2.14 No License

The term No License applies to IPR that an owner has refused to make available under RAND or RANDz terms by selecting option three (3) on a Licensing Declaration Form.

2.15 Normative Requirements

Normative Requirements are those portions of a Final Deliverable that are expressly identified as required for compliance with the Final Deliverable, including those portions of an optional or alternative portion of the Final Deliverable that are identified as required for compliance with such optional or alternative portion. Portions of a Final Deliverable, or of any optional or alternative portion of a Final Deliverable, are expressly identified as being required for compliance if they are identified according to terminology as defined in NENA ADM-001: NENA Development Group Organizational Structure and Operational Procedures (“ADM-001”).

2.16 Manuscript

A Manuscript is any written matter submitted to NENA for the purpose of incorporation in a NENA Publication.

2.17 Manuscript Submission Form

Manuscript Submission Form means a form maintained by NENA and available at its public website at nena.org/ipr.

2.18 Participant

A Participant is a Member who has attended more than one meeting of a particular NENA Committee, as reflected in the committee minutes, and who has not terminated his or her involvement by giving written notice of withdrawal to the committee chair.

2.19 Participating Entity

A Participating Entity is any entity, including its affiliates, that employs or Controls a Participant who participates in a NENA Committee.
2.20 Patent Holder

A Patent Holder is a Member or Participating Entity who owns or has effective control of Patent IPR in a patent or patent application.

2.21 Patent IPR

The term Patent IPR includes claims of an issued patent or pending patent application:

a. Which is now, or at any time during the term of this IPR Policy, owned or licensable by a Participant or any of its Affiliates without the payment of any royalty or fee to any third party;

b. For which no technically feasible non-infringing alternative exists as a means to implement the Normative Requirements of a Deliverable or Final Deliverable; and

c. Which is within the Scope.

Patent IPR excludes any claims:

a. Other than those set forth above, even if contained in the same patent or patent application as Patent IPR; or

b. Applicable solely to an implementation of a portion of a Deliverable outside the Scope.

2.22 Patent Information Form

Patent Information Form means a form maintained by NENA and available at its public website at nena.org/ipr.

2.23 RAND

RAND means worldwide licensing terms and conditions that are reasonable and non-discriminatory but which may be royalty bearing and/or conditioned upon reciprocity.

2.24 RANDz

RANDz means worldwide licensing terms and conditions that are reasonable and non-discriminatory which may be conditioned upon reciprocity, but which are free from all charges of any kind, including but not limited to royalties, license fees, and execution fees.

2.25 Scope

The Scope of a Deliverable shall include items disclosed with particularity in the Deliverable where the primary purpose of such disclosure is to enable products or systems to interoperate, interconnect, or communicate as described within the Deliverable.

As non-exclusive representative examples, disclosed items including architectural and interconnection requirements, protocols, electrical signaling characteristics, register models, communication and network interface protocols, application program interfaces, service provider interfaces, physical dimensions and characteristics, and data structures comprise the Scope of a Deliverable.
The Scope of a Deliverable shall not include:

- Any technology that may be necessary to develop, design, manufacture, sell, or use any product or portion thereof that complies with a Deliverable but is not expressly set forth in that Deliverable;
- The implementation or use of other published specifications or standards developed elsewhere but referred to in the body of a Deliverable;
- Any portion of any product or any combination of products or portions of products that are not required for compliance with the Deliverable;
- Any implementation examples contained in the Deliverable, unless the Deliverable expressly states that such implementation examples are within the Scope and subject to RAND, RANDz, or No License terms, as applicable.

2.26 Standard

A Standard is a Deliverable that specifies Normative Requirements for a technical or operational matter and which requires approval of the NENA Board to become a Final Deliverable.

2.27 Stable Form Notice

A Stable Form Notice is a written communication (whether physical or electronic) advising Participants of the obligation to file with the Committee Resource Manager a Licensing Declaration Form covering a particular Deliverable.

2.28 Submitter

For a given Contribution, the term Submitter includes the Participant who makes the Contribution, along with any Participating Entity who employs or Controls the Participant.

2.29 NENA Office

The NENA Office has the same meaning as “Office & Staff” as defined in the prevailing NENA By-Laws.

2.30 Development Steering Council

Development Steering Council has the meaning as defined in ADM-001 at 2.2., or its successor.

3 Consideration & Amendment

3.1 Membership & Participation Conditioned Upon Acceptance

As partial consideration for the right of a Member or Participating Entity to participate in the work of a NENA Committee, each Member or Participating Entity agrees to be bound by the terms of this IPR Policy whether or not the right to participate is exercised.
3.2 Review & Amendment

The NENA Board shall, from time to time and in its sole discretion, review and amend or replace this policy or any part hereof. A new or amended version of this policy shall take effect 30 days from the date on which notice is dispatched to Members and Participating Entities as provided below.

3.2.1 Notice

The NENA Board shall give notice of any change in the terms of this policy to all Members and Participating Entities by posting a copy of the new policy to NENA’s website, and emailing a link to the new or amended policy to all Members and Participants at the last-known email address contained in NENA’s records. The notification email shall contain a further notice that membership on and work for any NENA Committee is conditioned upon acceptance of the new or revised terms.

3.2.2 Opt-Out Procedure & Effect

A Member or Participating Entity must notify NENA in writing of its intent to opt-out of any new or revised terms within 30 days of the date of a change notice provided under this Article. The membership and participation rights of Members or Participating Entities in any NENA Committee that opt-out shall be terminated at the expiration of the 30-day notice period.

4 Patent IPR

4.1 Coverage

This Article covers Deliverables created by or contributed to NENA Committees, and applies to Members, Participants, Participating Entities, and Submitters.

4.2 General Rules

The terms as designated in a Patent Information Form or Licensing Declaration Form under which IPR is offered to Members (e.g. RAND, RANDz or No License) may be considered by NENA Committees in determining whether to incorporate such IPR in a Deliverable. No Member or Participating Entity shall have an obligation to offer its own IPR for use by any other party.

4.2.1 Unilateral Disclosure of License Terms Permitted

A Patent Holder or a Participant participating on behalf of a Patent Holder may unilaterally disclose the terms under which the Patent Holder will make available all or certain Patent IPR.

4.2.2 Negotiation of License Terms Prohibited

Negotiations concerning the terms of licensing agreements for Patent IPRs are left to the parties concerned and MUST be conducted outside NENA Committee processes. No discussion of license terms shall be permitted during committee meetings, conference calls, or via group email or collaboration systems. All such discussions shall take place between the owner(s) of the subject Patent IPR and each individual license applicant.
4.3 Obligations to Disclose Patent IPR

4.3.1.1 For Members Acting in an Individual Capacity

Each Member who is a Participant in a NENA Committee in an individual capacity shall disclose all Patent IPRs which he or she owns or controls and which are within the Scope of a Deliverable or Final Deliverable, or which would come within the scope of a Deliverable if a particular Contribution were accepted.

4.3.1.2 For Members Participating on Behalf of a Participating Entity

A Member who is a Participant on behalf of a Participating Entity shall disclose all Patent IPRs owned or controlled by that Participating Entity of which the Member is personally aware and which are within the Scope of a Deliverable or Final Deliverable, or which would come within the scope of a Deliverable if a particular Contribution were accepted. A Member’s personal awareness includes the Member’s actual knowledge as well as whatever additional information the Member may obtain following good-faith consultation between the Member and any other employee, agent, or attorney of the Participating Entity known by the Member to be familiar with the patent position of the Participating Entity and its Affiliates, such as the Participating Entity’s patent attorney. A Member is encouraged to disclose other Patent IPR of which the Member is aware, including that of third parties, which the Member believes to be within the Scope of a Deliverable or Final Deliverable, or which the Member believes would come within the scope of a Deliverable if a particular Contribution were accepted.

4.3.1.3 Requests for Disclosure by Others

Any Participant may request that the Committee Resource Manager submit a request to any entity identified by such Participant for such entity to complete and submit a Patent Information Form with respect to a particular Deliverable or a Licensing Declaration Form with respect to a Deliverable for which a Stable Form Notice has been issued or which has become a Final Deliverable. Members are required to respond by either filling in a Patent Information Form or Licensing Declaration Form, as appropriate, or, if a Member believes neither he or she nor any Participating Entity on behalf of which he or she is participating holds applicable IPR, by filing a Patent Information Form so stating with the Committee Resource Manager. The Committee Resource Manager shall not disclose the name or affiliation of a requesting party, and no Member or third party shall have any right to request or receive such information. In the event that a third party fails or refuses to submit a Patent Information Form or, if applicable, a Licensing Declaration Form within a reasonable time, such failure or refusal shall be treated as the submission of a Licensing Declaration Form specifying the No License term type.

4.3.2 No Patent Search Required – No Assurances

Nothing in this Article 4 shall oblige a Member or Participating Entity to conduct patent or patent application searches; nor shall the obligation of good-faith consultation with knowledgeable individuals under section 4.3.1.2 be construed to impose a standard of diligence. Neither NENA nor ANSI are responsible for identifying patents for which a license may be required by an Implementer or for conducting inquiries into the legal validity or scope of these patents that are brought to their attention.
4.3.3 How Discharged

A Member must disclose Patent IPR by completing a Patent Information Form and/or Licensing Declaration Form as required below. A Member or Patent Holder may submit a Patent Information Form or Licensing Declaration Form covering “All Patent IPRs” or “All Patent IPRs not otherwise disclosed,” in lieu of listing individual Patent IPRs. The Secretary shall forward all such disclosures to the Chairperson of the committee and to the Committee Resource Manager. The Committee Resource Manager shall log all disclosures, attach them to the committee’s meeting reports, and post them to the Committee Management Website.

4.4 Disclosure during Development

4.4.1 At NENA Committee Meetings

At each meeting of a NENA Committee, whether held inperson, by teleconference, or by correspondence, the chairperson or the chair’s designee shall ask whether anyone has knowledge of Patent IPR within the Scope of any Deliverable(s) or which would come within the Scope of any Deliverable(s) if any Contribution(s) pending before the committee were accepted. The fact that this question was asked shall be recorded in the meeting minutes along with the names, affiliations, and disclosed Patent IPR stated by those responding in the affirmative.

4.4.2 Timeliness

A Member under an obligation to disclose Patent IPR shall do so as soon as practical during the process of creating a Deliverable. Verbal disclosure of Patent IPR shall be sufficient as an initial matter, and all such disclosures shall be recorded in the minutes of the meeting at which they are made. Verbal disclosure does not relieve a Member from the obligation to formally disclose Patent IPR using the Patent Information Form after making any Contribution which would, if adopted, place the Patent IPR within the Scope of the Deliverable.

4.4.3 Patent Information Form Options

The terms offered in a Patent Information Form shall be chosen from the following three types:

a. Royalty-free, non-discriminatory licenses on reasonable terms and conditions (RAND);
b. Non-discriminatory licenses on reasonable terms and conditions (RAND); or

c. A refusal to license under either of the preceding types of terms (No License).

Only one type of licensing terms shall be selected on a single Patent Information Form. A Member or Participating Entity who is obliged to disclose multiple Patent IPRs and who wishes to offer different Patent IPRs under different enumerated terms types must submit a separate Patent Information Form for each terms type listing the Patent IPRs to be licensed under the indicated terms type. A Member or Patent Holder may submit a Patent Information Form covering “All Patent IPRs” or “All Patent IPRs not otherwise declared,” in lieu of listing individual Patent IPRs.
4.4.4 Procedure for RANDz Disclosures

A NENA Committee may include Normative Requirements that implicate Patent IPR subject to a RANDz disclosure in a Deliverable without restriction.

4.4.5 Procedure for RAND Disclosures

A NENA Committee may include Normative Requirements that implicate Patent IPR subject to a RAND disclosure in a Deliverable if the Committee has considered the availability of alternative technologies or methods that would not implicate the disclosed Patent IPR subject to a RAND disclosure, and has considered the potential cost impact of including the Patent IPR subject to a RAND disclosure on Implementers.

4.4.6 Procedure for No License Disclosures

If a Member, or a third party to whom a disclosure request has been delivered, submits a Patent Information Form and selects the No License term type, or if either a Member or a third party to whom a request for disclosure has been submitted fails or refuses to submit a Patent Information Form within a reasonable time, all development work and approval reviews (e.g., all-committee, public comment, NENA Board) shall be halted. This No License halt shall end when one of the following five conditions obtains:

a. TheSubmitterwithdrawstheContributionthatallovesthePatentIPRsubjecttoaNo License declaration;
b. The Patent HoldersubmitsanewLicensingDeclarationForm,rescindingtheNo License declaration and offering the Patent IPR under RAND or RANDz terms;
c. The authoring committee withdraws the Deliverable from the approval process for the purpose of conducting further development work to "draft around" the Patent IPR subject to the No License declaration;
d. The authoring committee elects, after seeking and receiving the consent of the NENA Board, to forgo approval of the Deliverable as a candidate American National Standard and to proceed with approval and publication of the resulting Final Deliverable as a NENA Standard ONLY; or
e. The NENA Board, after consultation with patent counsel and the ANSI Board of Standards Review, approves the inclusion of the Patent IPR covered by the No License declaration based upon a reasonable belief that the Patent IPR is not essential and thus the Deliverable meets the criteria of the ANSI Essential Requirements.

4.5 Declarations during Review

4.5.1 Stable Form Notice – Timeliness of Declarations

When any Deliverable is in stable form, but before it undergoes review by the NENA Process Review Committee, the Committee Resource Manager shall send a Stable Form Notice to the Participants in the authoring committee giving notice of a deadline, at least thirty (30) days from the date of the announcement, by which all Patent Holders with respect to the Deliverable must submit a completed copy of the Licensing Declaration Form to the Committee Resource Manager. All Stable Form Notices shall also be posted to the Committee Management Website.
4.5.2 Obligation to Grant Licenses

By completing a Licensing Declaration Form and selecting RAND or RANDz terms, a Patent Holder or Member commits to offer the Patent IPR referred to thereon under the specified terms to any lawful entity that requests a license for the purpose of manufacturing, using, or offering for sale any product that includes a Compliant Portion under the Normative Requirements of the standard for which the Licensing Declaration Form was completed.

4.5.3 Licensing Declaration Form Options

The terms offered in a Licensing Declaration Form shall be chosen from the following three types:

a. Royalty-free, non-discriminatory licenses on reasonable terms and conditions (RANDz);
b. Non-discriminatory licenses on reasonable terms and conditions (RAND); or
c. A refusal to license under either of the preceding types of terms (No License).

Only one type of licensing terms shall be selected on a single Licensing Declaration Form. A Member or Participating Entity who is obliged to disclose multiple Patent IPRs and who wishes to offer different Patent IPRs under different enumerated terms types must submit a separate Licensing Declaration Form for each terms type listing the Patent IPRs to be licensed under the indicated terms type. A Member or Patent Holder may submit a Licensing Declaration Form covering “All Patent IPRs” or “All Patent IPRs not otherwise declared,” in lieu of listing individual Patent IPRs.

4.5.3.1 Term and Survival

The terms upon which a Patent Holder commits to offer Patent IPR shall be binding, in accordance with section 4.5.2, until the expiration of the rights disclosed, regardless of any termination of business, withdrawal from NENA, or change of ownership of the Patent IPRs or of the Patent Holder.

The obligation to grant licenses for declared Patent IPR shall survive the termination of a Participant’s participation with respect to the following:

a. Any Patent IPR in a Deliverable that became a Final Deliverable prior to the effective date of the Participant’s termination of participation in the relevant NENA Committee; and
b. Any Patent IPR included in a Deliverable by virtue of a Contribution for which the terminating Participant was a Submitter and which is incorporated in the Final Deliverable after the effective date of the Participant’s termination of participation in the relevant NENA Committee.

4.5.4 Procedure for Declarations Covering Previously-Disclosed Patent IPR

At the expiration of the 30-day deadline described above, the Committee Resource Manager shall ensure that all required Licensing Declaration Forms have been submitted, and shall assemble and file all submitted Licensing Declaration Forms, forwarding copies of the same to the American National Standards Institute. Finally, the Committee Resource Manager shall insert the following notice in the Deliverable before forwarding it to the Process Review Committee for consideration:

NOTE – The user’s attention is called to the possibility that compliance with this standard may require use of an invention covered by patent rights.
By publication of this standard, NENA takes no position with respect to the validity of any such claim(s) or of any patent rights in connection therewith. If a patent holder has filed a statement of willingness to grant a license under these rights on reasonable and nondiscriminatory terms and conditions to applicants desiring to obtain such a license, then details may be obtained from NENA by contacting the Committee Resource Manager identified on NENA’s website at www.nena.org/ipr.

4.5.5 Procedures for Declarations Covering Patent IPR Not Previously Disclosed or Previously Disclosed Under a Different Term Type

Whenever, during the stable form period, any entity submits a Licensing Declaration Form covering Patent IPR that has not previously been disclosed during development, or a Licensing Declaration Form covering Patent IPR that has previously been disclosed during development but for which a different term type was disclosed on the relevant Patent Information Form, the following procedures shall apply.

4.5.5.1 Procedure for RANDz Declarations

A RANDz declaration shall require no specific action, but an authoring committee may, in its sole discretion, elect to convene a review of the newly-disclosed Patent IPR and its potential impact on any Normative Requirements of the affected Deliverable. If it does so, the committee’s review shall be completed within seven days. The authoring committee may request that the Development Steering Council suspend approval reviews of the affected Deliverable pending the committee’s review.

4.5.5.2 Procedure for RAND Declarations

Within seven days after the declaration of previously undisclosed Patent IPR, the authoring committee shall convene to consider whether or not the Normative Requirements of the affected Deliverable should be re-drafted to avoid the newly-disclosed Patent IPR. In conducting its review, the authoring committee shall consider the availability of alternative technologies or methods that would not implicate the newly-declared Patent IPR, as well as the potential cost impact of including the Patent IPR subject to a RAND disclosure on Implementers. The pendency of this special review period shall not delay any other discretionary or mandatory development process except final review by the Process Review Committee. Should the authoring committee deem it necessary, however, it may withdraw the Deliverable from review in order to conduct further development work aimed at resolving any issues raised by the newly-declared Patent IPR.

4.5.5.3 Procedure for No License Declarations

If Member, or a third party to whom a disclosure request has been delivered, submits a Licensing Declaration Form and selects the No License term type, or if either a Member or a third party to whom a request for disclosure has been submitted fails or refuses to submit a Licensing Declaration Form within a reasonable time, all development work and approval reviews (e.g., all-committee, public comment, NENA Board) shall be halted. This No License halt shall end when one of the following four conditions obtains:

a. The Patent Holder submits a Licensing Declaration Form offering the Patent IPR under RAND or RANDz terms;
b. The authoring committee votes to temporarily halt approval reviews of the Deliverable, and to refer it to the authoring committee for the purpose of conducting further development work to “draft around” the Patent IPR subject to a No License declaration;

c. The NENA Board, after consulting with the authoring committee, votes to refrain from finalizing the Deliverable as a Candidate American National Standard and to complete its approval and publish it as a NENA Standard ONLY; or

d. The NENA Board, after consultation with patent counsel and the ANSI Board of Standards Review, approves the continued maintenance of the Final Deliverable as both a NENA Standard and as an American National Standard based upon a reasonable belief that the Patent IPR is not essential and thus the Final Deliverable meets the criteria of the ANSI Essential Requirements.

4.6 Declarations with Respect to Final Deliverables

4.6.1 Continuing Nature of Disclosure Obligation

Whenever, after a Standard has become a Final Deliverable, a Participant or Participating Entity obtains or discovers Patent IPR for which that Participant or Participating Entity is a Patent Holder, and which was not covered by any previously-submitted Licensing Declaration Form, such Participant or Participating Entity must promptly file with the Committee Resource Manager a Licensing Declaration Form covering the newly discovered or acquired Patent IPR.

4.6.2 Procedure for RANDz Declarations

Whenever any entity submits a Licensing Declaration Form with respect to a Final Deliverable covering Patent IPR that was not disclosed during development or declared during the stable form period, respectively, and specifies the RANDz term type, the Committee Resource Manager shall file the Licensing Declaration Form as required by section 4.5.4.

4.6.3 Procedure for RAND Declarations

Whenever any entity submits a Licensing Declaration Form with respect to a Final Deliverable covering Patent IPR that was not disclosed or declared during development or approval, respectively, and specifies the RAND term type, the Committee Resource Manager shall file the Licensing Declaration Form as required by section 4.5.4; give notice of the submission to the Chair(s) of the NENA Committee(s) responsible for maintaining the Standard; and mark the Final Deliverable document(s) “SUSPENDED – PENDING PATENT RESOLUTION.” The committee responsible for maintaining the Standard shall consider the availability of alternative technologies or methods that would not implicate the newly-declared Patent IPR, if the Standard were to be revised, as well as the potential cost impact of including the Patent IPR subject to a RAND disclosure on Implementers, and shall, within 30 days, recommend to the NENA Board one of the following actions:

a. Lifting the patent review suspension and allowing the Standard to continue in force, notwithstanding the impact of the newly-disclosed Patent IPR;

b. Revising the standard under temporary suspension to “draft around” the newly-declared Patent IPR; or
4.6.4 Procedure for No License Declarations

If Member, or a third party to whom a disclosure request has been delivered, submits a Licensing Declaration Form and selects the No License term type, or if a Member or third party fails or refuses to submit a Licensing Declaration Form in response to a request for disclosure made under section 4.3.1.3, the following procedure shall apply: The Committee Resource Manager shall file the Licensing Declaration Form (if any) as required by section 4.5.4; give notice of the submission or failure or refusal to the Chair(s) of the NENA Committee(s) responsible for maintaining the Final Deliverable; and mark the Standard document(s) “SUSPENDED – PENDING PATENT RESOLUTION.”

a. The No License suspension shall end when one of the following five conditions obtains:

b. The Patent Holder submits a Licensing Declaration Form offering the Patent IPR under RAND or RANDz terms;

c. The NENA Board, after consulting with the authoring committee, votes to temporarily withdraw the Final Deliverable, and to refer it to the authoring committee for the purpose of conducting further development work to “draft around” the Patent IPR subject to a No License declaration;

d. The NENA Board, after consulting with the authoring committee, votes to withdraw the Final Deliverable as an American National Standard and to re-publish it as a NENA Standard ONLY;

e. The NENA Board, after consulting with the authoring committee, votes to permanently withdraw the Final Deliverable; or

f. The NENA Board, after consultation with patent counsel and the ANSI Board of Standards Review, approves the continued maintenance of the Final Deliverable as both a NENA Standard and as an American National Standard based upon a reasonable belief that the Patent IPR is not essential and thus the Final Deliverable meets the criteria of the ANSI Essential Requirements.

4.7 Remediation of Failure or Refusal to Disclose or Declare

Whenever a Member or Participating Entity fails or refuses to make a required disclosure or declaration, the Committee Resource Manager shall promptly provide notice of the following remedial measures to the Member or, in the case of a Participating Entity, to each Member who is participating on behalf of such entity, by sending an email to the last-known address of the Member(s) as found in the Association’s records. If the Member or Participating Entity fails to make the required disclosure within 30 days of the date of the notice, the Member shall be placed in a suspended status and shall forfeit, without refund, all rights and privileges of membership in the Association until such time as the required disclosure is made. In the case of a Participating Entity, such a suspension shall be applicable to all Members under the Control of that Participating Entity.
5 Copyrights

5.1 Coverage

This Article covers Contributions created by or submitted to NENA Committees and applies to Members, Participants, Participating Entities, and Submitters.

5.2 Grant of Rights and Permissions

A Submitter making a Contribution retains copyright to the Contribution and may use it for such purposes as the Submitter may desire. However, by making a Contribution, all Submitters grant to NENA an irrevocable, worldwide, perpetual, royalty-free, nontransferable, nonexclusive copyright license to (1) reproduce, modify and distribute (in any and all print, electronic or other means of reproduction, storage or transmission) its Contributions for the purpose of developing and publishing Deliverables; (2) upon release of a Final Deliverable a license to NENA to sublicense to any and all Implementers of the Final Deliverable the right to reproduce, distribute, make derivative works (in certain limited instances to be defined by NENA) and display such Final Deliverable as reasonably necessary to implement such Final Deliverable, and (3) grant permission to third parties to reproduce all or part of a Deliverable or Final Deliverable.

5.3 Patent Rights Not Granted

Nothing in this Article shall imply or be construed to grant NENA rights in any Patent IPR related to copyrighted works subject to this agreement.

5.4 Representations and Warranties

By making a Contribution, a Submitter represents and warrants that, to the extent personally known to the Submitter and any Participant(s) under the Submitter’s Control:

a. The Submitter owns or Controls the copyright in the contents of its Contribution and any part thereof;

b. The Submitter has the right to make the grants, acknowledgements, and agreements required by this policy;

c. No information in the Contribution is confidential or otherwise subject to a license or other encumbrance that conflicts with or supersedes the rights granted to NENA under this Policy, and NENA may freely disclose any and all information in the Contribution any third party or parties without limitation;

d. The Contribution, if incorporated into a Deliverable, will not subject the Deliverable or implementations of the Deliverable, in whole or in part, to licensing obligations, restrictions, or requirements that are inconsistent with those set forth in this agreement, such as, without limitation, obligations, restrictions or requirements set forth by the General Public License (GPL).

5.5 Copyright In & Notice On Software Code

When a Deliverable contains software code, NENA will provide users of the Deliverable a free copyright license for the limited purpose of implementing, selling, making, and using products conforming with the
Normative Requirements of the Deliverable. Any such copyright license, however, shall not imply or be construed to convey rights in any Patent IPR. All software code contained in a Deliverable will be provided on an “AS IS” basis only, and, to the maximum extent permitted by applicable law, NENA, NENA’s Members, all Participating Entities and the authors and developers of such software will, and do hereby, disclaim all other warranties and conditions, express, implied, or statutory, including, but no limited to, any implied warranties, duties, or conditions of merchantability, of fitness for a particular purpose, of accuracy or completeness of responses, of results, of workmanlike effort, of lack of viruses or malicious code, or lack of negligence. Finally, NENA shall include a notice of the above disclaimers with all software code contained in a Deliverable.

5.6 Special Conditions for Manuscripts

Notwithstanding the general provisions of this Article, NENA may condition the acceptance of Manuscripts, or portions thereof, on the assignment of copyrights in the submitted material and the disclosure of certain interests of the Submitter(s).

5.6.1 Manuscript Submission

When a Submitter proposes a Manuscript for inclusion in a NENA Publication, the Submitter shall complete a Manuscript Submission Form and include that form along with the Manuscript. NENA may refuse to accept any Manuscript that is not accompanied by the required form.

5.6.2 Extended Projects

When a Submitter is a Participant in a project to develop, update, revise, or otherwise work on a NENA Publication that requires multiple submissions over an extended period of time, the Submitter may submit a single Manuscript Submission Form and Multiplicity of Interest Form covering all Manuscripts submitted prior to the approval of the project Deliverable. The Committee Resource Manager or the NENA Staff member responsible for the NENA Committee developing the relevant NENA Publication shall receive and file all such forms.

5.6.3 Multiplicity of Interest – Disclosure Required

It is a condition precedent of acceptance of a Manuscript for inclusion in a NENA Publication that each Submitter of the Manuscript disclose certain information that bears on the Submitter’s multiplicity of interests. Specifically, the following relationships of each Submitter, and any immediate family member thereof, must be disclosed:

a. The name and nature of all employers.
b. Membership on the board of directors or any fiduciary relationship with another organization.
c. Membership on a technical or operational advisory panel or other standing operational/technical committees of another organization.
d. Direct ownership or control of shares of stock in a corporation.
e. Consultative or advisory arrangements for which monetary compensation is received.
f. Grants or research support from a company or organization whose products or services are directly related to the subject matter of a Manuscript.
In addition, while it is not possible to list all categories, conditions, or circumstances that may give rise to a multiplicity of interest, a reasonable test to determine whether a multiplicity exists is to ask whether any particular affiliation or interest could cause embarrassment to NENA, or to the individual or institution involved, or lead to questions about an individual's motives, if such affiliations were made known to the public. If the answer to that question is “yes,” a multiplicity of interest exists and must be disclosed.

If a Manuscript is accepted for publication notwithstanding the existence of a multiplicity of interest, each Submitter consents to the identification of that multiplicity alongside the published version of the Manuscript.

6 Trademarks

6.1 Duties of the NENA Board

In the event that NENA proposes to adopt any name, dress, or logo as a trademark, certification mark, trade dress, or trade name (collectively, “trademarks”) to identify, distinguish, or promote any Standard or products that conform to the Normative Requirements of a Standard (or part(s) thereof, if such partial conformance is explicitly permitted by the Standard), the NENA Board shall take the following steps:

a. It shall notify the Members in writing (electronic writings being deemed sufficient) at least forty-five (45) days prior to the date on which it plans to vote to adopt the mark as a trademark of NENA;

b. It shall take all steps it deems necessary and proper, in its sole discretion, to protect NENA’s rights under such trademarks as it adopts for use by NENA;

c. It shall establish and disseminate reasonable conditions and procedures for the licensing and use of such trademarks, which conditions and procedures shall be demonstrably free of any unfair discrimination among Members.

6.2 Waiver of Recourse

Each Member and Participating Entity agrees that, unless it provides written notice to the NENA Board challenging a proposed mark prior to a vote on adoption of that mark under this Article, then neither the Participant, Participating Entity, nor any of its/their Affiliates shall assert against NENA or any Member any trademark or trade name rights they may have or thereafter possess in the proposed trademark. Further, each Participant and Participating Entity and their Affiliates, if any, agrees not to use or adopt any trademarks for any product, service, guideline, specification, or standard likely to cause confusion with or dilute the value of any of the trademarks adopted by NENA, unless such use or adoption has been previously approved and agreed to by the NENA Board.

7 Antitrust

7.1 General Policy

The National Emergency Number Association (NENA) assigns the highest priority to full compliance with both the letter and the spirit of the antitrust laws, and it is vital that meetings of NENA Committees be conducted in a manner consistent with this policy. If at any time during the course of a meeting the committee leadership or NENA staff, if present, believes that a sensitive topic under the antitrust laws is
being discussed, or is about to be discussed, they will so advise the meeting and halt further discussion. As attendees at a meeting, a Member or Participating Entity likewise should not hesitate to voice any concerns in this regard.

It is important to bear in mind that those in attendance at a meeting may be one’s competitors. NENA Members and Participants should avoid discussing certain subjects when they are together – both at formal NENA meetings and in informal contacts with others – and should adhere strictly to the guidelines that follow. In general, the types of discussion that should be avoided are those that may suggest or tend to reflect agreements among competitors as to: price; terms of sale that could impact price; allocation of customers, markets, or territories; bid-rigging; and boycotts or joint refusals to do business with others.

While many of the antitrust laws apply only to “concerted” action or “agreements,” an illegal agreement can be found even without a “handshake” or express words or writings indicating agreement. Tacit understandings, including responding to pressure, exerting pressure or doing “what is expected,” can be sufficient. An implied agreement also may be inferred from actions or the result of those actions. For example, if two competitors discuss prices, and later adopt prices that are similar, a conspiracy to fix prices may be inferred, even though the competitors never explicitly “agreed” to do anything. Comments made in an informal environment may be used as proof of an agreement, even though the parties’ subsequent actions actually were taken independently for sound business reasons. Thus, the safest rule of thumb is to avoid any discussions with competitors of topics, in association meetings or elsewhere, on which it would be illegal to agree. An informal verbal understanding could violate the antitrust laws. It is possible to break the law without a written contract or express agreement.

The antitrust laws apply to membership organizations such as NENA just as they apply to any individual company or group of competitors. Members and Participants should always avoid conduct that would violate the antitrust laws in the ordinary course of business. As such, with rare exceptions that should be made only upon the advice of NENA counsel, there should never be discussion of the following topics at any NENA meeting (whether as part of a structured formal meeting of the association or as part of informal discussions among members at social functions or other events):

a. any cooperative’s or company’s prices or pricing policies;
b. terms of sale, warranties or contract provisions;
c. division of customers, territories or locations;
d. restrictions on or reductions of a cooperative’s or company’s business activities;
e. specific R&D, sales or marketing plans;
f. any cooperative’s or company’s confidential product, product development or production strategies;
g. whether to purchase from certain suppliers or sell to certain customers;
h. prices paid to input sources;
i. complaints about individual firms or other actions that might tend to hinder a competitor from competing fully in any market (with some exceptions in the public policy context);
j. data concerning fees, prices, production, sales, bids, costs, salaries, customer credit or other business practices, unless the data in question is exchanged and disclosed pursuant to a well-considered plan that has been approved by NENA counsel.
All NENA meeting attendees have an obligation to terminate any discussion or activity, seek the advice of legal counsel, or, if necessary, terminate any meeting if the discussion or activities conducted therein might be construed to raise any antitrust issues. If serious antitrust concerns are left unaddressed, a Member or Participant should announce his or her departure, explain why, and withdraw from the meeting.

NENA is committed to complying fully with the antitrust laws.

### 7.2 Notice at Meetings of NENA Committees

At the commencement of the first meeting of a NENA Committee held during a calendar year, during the opening session of any conference held for the purpose of discussing, debating, proposing, revising, or otherwise working one or more Deliverables; or at the first meeting of a NENA Committee meeting held following a change to this policy, the Chairman, Working Group Leader, Committee Resource Manager, Conference Emcee, or a designee of any of the foregoing shall read the following statement, in its entirety:

*On behalf of the National Emergency Number Association, I welcome you to this meeting. It is essential that we observe certain ground rules as we participate in this meeting.*

*Adherence to NENA’s Intellectual Property Rights and Antitrust policy, last updated <insert last update date>, is necessary in order to participate in this <working group/committee>.*

*This includes an obligation to disclose any IPR you own or control. It also includes the stipulation that you are encouraged to disclose any IPR you have knowledge that your employer or that a third party owns or controls. While you and/or your employer retain copyright to any contribution you make to this <working group/committee>, by making this contribution you and/or your employer are granting NENA an irrevocable non-exclusive license to reproduce, modify and distribute any writings, audio, video or images submitted.*

*It is important that discussions at this meeting address only that information needed for legitimate functioning of NENA and the <insert committee or working group name here>.*

*Relative to any company or companies represented by any of us, there can be no discussion of: prices; terms and conditions such as credit terms, markups, or profits; geographical areas in which a company or companies seek or may seek to do business; the persons or companies with whom a company or companies will or will not do business; production costs; or any future marketing plans. Any departure from these ground rules could result in severe civil and criminal penalties to you as individuals and/or to your companies. Federal sentencing guidelines mandate jail sentences for antitrust violations and call for criminal fines that may range into the millions of dollars. NENA is committed to complying with any applicable antitrust laws and regulations.*

*Before participating in this meeting, you are encouraged to familiarize yourself with NENA’s complete Intellectual Property Rights and Antitrust policy, available at www.nena.org/ipr. If you believe this policy has been violated at any time during our meetings, you must immediately state your objection, withdraw from the meeting, and notify NENA staff.*
chair of the relevant NENA committee, and one or more of the appointees to the NENA Development Steering Council.

It is a condition of your participation in this committee that you accept the terms of the policy. If you do not accept these terms, please leave the meeting at this time.

The fact that this statement was read shall be recorded in the meeting minutes or conference proceedings, respectively.

At subsequent meetings of NENA Committees or during ensuing conference sessions, the Chairman, Working Group Leader, Committee Resource Manager, or Conference Session Owner shall ask whether anyone present has not received or does not agree to this IPR Policy, and, after offering any person responding in the affirmative an opportunity to withdraw from the meeting or conference, shall record the fact that the question was asked, along with the name and affiliation of any person responding in the affirmative, in the minutes of the meeting or the proceedings of the conference session.

7.2.1 Exceptions

Notwithstanding the provisions of Section 7.2, supra, the Antitrust Notice need not be read at meetings of subordinate bodies such as sub-committees or working groups if the following three conditions obtain:

a. the notice is printed prominently on the agenda of a meeting and the agenda is provided to all members of the subordinate body at least 24 hours in advance of the meeting’s scheduled start time;

b. the notice is verbally recognized by the Chair of the subordinate body or presiding officer at the commencement of the meeting; and

c. non-consenting Participants are given an opportunity to reject this policy and leave the meeting.

When this procedure is used by a subordinate body, that body shall record the fact that the Chair called attention to the notice and provided an opportunity for non-consenting participants to reject the policy and leave the meeting in its minutes.

7.3 Obligation to Report Violations

If a Member believes that a discussion at a meeting of a NENA Committee would violate the policy described above or the antitrust laws of the United States (or of any foreign state which could reasonably claim jurisdiction over one or more Members participating in the meeting) then such Member shall:

1. Declare and be identified as an objector to the discussion or activity in question.

2. Immediately disassociate their self from the discussion and withdraw from the meeting.

3. Within seven (7) calendar days, report their objection to the Chair of the relevant NENA Committee, to one or more of the appointees to the Development Steering Council, and to the NENA Office.

The fact that a Member stated an objection and withdrew from a meeting shall be recorded in the meeting minutes.
7.4 Obligation to Investigate Violations

7.4.1 Investigation to be Performed

Upon learning of any violation, the NENA Office shall initiate an investigation of the violation within thirty (30) calendar days, to include but not be limited to any of the following actions:

1. Notice to the offending individual(s) that they may have violated this policy.
2. A meeting with the objecting Member as described above to better understand the issue;
3. A meeting with the offending individual(s), if appropriate;
4. A review of meeting materials, including meeting agendas, minutes, recordings, correspondence, documents and/or Deliverables;
5. Consultation with internal or external counsel, if appropriate;

7.4.2 Corrective Action to be Conducted

Upon concluding its investigation, the NENA Office will take appropriate correction action, including one or more of, but not to be limited to, the following:

1. Notice to the offending individual(s) that they have violated this policy, and any corrective action that was taken, such as enumerated below.
2. An explanation to the offending individual of what modifications to behavior and/or communications may be done to avoid repeating the offending action.
3. If the offending individual is a Member, in consultation with the relevant NENA Committee and/or the Development Steering Council, suspension of access to NENA Committee materials and tools, such as collaboration software.
4. Any necessary policy changes, such as an update to this policy.
5. Report to the appropriate government body that unlawful activity may have occurred.

7.5 Consultation Recommended

NENA encourages all Members to familiarize themselves with this antitrust statement and consider discussing their participation in a NENA Committee with counsel if, by virtue of their participation, a corporation or other business entity might meet the definition of a Participating Entity.

8 Communications to Members

Upon approval by the NENA Board, a copy of this policy shall be sent to all Members, and, in the future, shall be included in the Member registration package for all new Members. Further, this policy shall be posted on the NENA website at www.nena.org/ipr, and the NENA Board shall establish mechanisms whereby all existing and new members must, as a condition of membership, acknowledge and agree to be bound by the terms of this Policy.