

Intellectual Property Rights Policy

APCO / NENA Joint Working Groups

Title of Standard: Emergency Communications Center (ECC)
Service Capability Rating Scale (Revision 2025)

The following Intellectual Property Rights Policy pertains to any Joint Working Group (JWG) of APCO International ("APCO"), serving as Managing Partner of this ANSI standards development effort, and the National Emergency Number Association ("NENA"). The entities share co-authorship and all such rights appertaining thereto.

1. **Scope:** Intellectual Property Rights or "IPR" refers to the rights that individuals and companies may have in what are sometimes referred to as "creations of the mind," i.e., inventions, literary and artistic works, and symbols, names, images, and designs used in commerce. IPR may arise from or be evidenced by patents and patent applications, copyrights, trademarks, and trade secrets.
2. **Purpose:** The purpose of the Intellectual Property Rights Policy is to:
 - (a) Promote awareness of IPR issues among JWG members in order to permit informed decision making about the tradeoffs associated with technical alternatives that may be encountered in the course of the JWG's work;
 - (b) Ensure that implementers of developed standards and policies are not unreasonably inhibited by IPR licensing requirements; and
 - (c) Allow for the protection of the IPR of JWG members or their employers or other organizational affiliations (in either case a "Sponsor Organization") in conformance with the Essential Requirements of the American National Standards Institute (ANSI), including the ANSI Patent Policy.
3. **Confidentiality and Non-Disclosure:**
 - (a) JWG members are encouraged to treat information that may be learned as a result of participating in the JWG that is not otherwise publicly available as confidential information. Such information should not be disclosed to any person or organization that does not need to know such information in order to assist in the work of the JWG.
 - (b) JWG members are prohibited from disclosing any work products not otherwise publicly available (including such things as draft or completed standards, communications, records and working documents) to any person or organization for any purpose without the prior written permission of APCO and NENA.
4. **Patents:** APCO and NENA support in principle the drafting of a standard or policy that includes the use of an Essential Patent Claim if it is determined that technical reasons justify this approach. An Essential Patent Claim is a pending or issued patent claim whose use would be required for compliance with a standard or policy under development. Consistent with ANSI Patent Policy, JWG members have the following obligations:

- (a) Each individual participating in the JWG on his or her own behalf is obligated to notify the JWG "secretary" in writing of the existence of any Essential Patent Claim which they own or control.
 - (b) Each individual participating in the JWG on behalf of a Sponsor Organization is obligated to notify the JWG "secretary" in writing of the existence of any Essential Patent Claim which they own or controls or which the Sponsor Organization owns or controls or has a right to own or control. This obligation extends only to Essential Patent Claims that the individual is personally aware or would reasonably become aware by a good-faith inquiry with their Sponsor Organization.
 - (c) In any notice provided to the "secretary" under the preceding "a" and "b" subsections, JWG members are encouraged but not required to disclose additional information regarding the Essential Patent Claim(s) so as to enable the JWG to evaluate the potential impact of the claimed IPR on its proceedings. JWG members are encouraged to notify the "secretary" as soon as practical during the standard or policy development process.
 - (d) All JWG members are encouraged but not obligated to disclose third-party or other patent IPRs of which the member is aware and that may be relevant to the JWG proceedings. JWG members have no obligation to search for or identify relevant third-party patents or patent applications. Likewise, neither APCO nor NENA is responsible for identifying or evaluating patents for which a license may be required by an existing or developing standard or policy.
- 5. Copyright:** JWG members acknowledge and agree that all right, title and interest that they may now or in the future have in all written documents or other forms of expression produced by the JWG in the course of developing a standard or policy will belong to APCO and NENA as a "work made for hire" under the Copyright Act, of which APCO and NENA will be deemed the co-authors. In the event that a JWG member's contribution is deemed other than a "work made for hire," the JWG member irrevocably assigns and agrees to assign, transfer and convey to APCO and NENA all right title and interest in such written documents and other forms of expression in all tangible mediums.
- (a) To the extent that a JWG member holds a prior copyright interest in a contribution to the JWG, such member will and hereby does grant to APCO and NENA a perpetual, irrevocable, worldwide, restriction-free, royalty-free license to use the copyright holder's work in any medium with the right to directly and indirectly sublicense, copy, publish, and distribute the contribution in any way, and to prepare derivative works that are based on or incorporate all of the contribution. On request, JWG members will provide a copyright statement with respect to each contribution and will execute such other documents as reasonably requested to comply with this policy.
 - (b) By making a contribution to the JWG, a member represents and warrants that they own or control the copyright in the content of the contribution and have the right to grant the license required by this agreement. Where a copyright in a contribution is owned or controlled by a member's Sponsor Organization, a contributing member is obligated to identify to the JWG "secretary" the Sponsor Organization's ownership interest and represents and warrants that they are authorized by such Sponsor Organization to grant the license required by this agreement.

6. **Trademark:** From time to time, APCO or NENA may adopt, use, and register a name or logo to identify, promote, certify and/or distinguish a standard or policy, the organization in whole or in part, or its members. JWG members agree and acknowledge that such trademarks are the property of APCO or NENA respectively at all times and that membership in the JWG does not in and of itself grant any right in or license to use APCO or NENA trademarks.
7. **Trade Secrets:** APCO and NENA cannot guarantee the confidentiality of information shared with the JWG. Consequently, JWG members will not be expected to reveal trade secret or other confidential information in the course of participation in any JWG activity.
8. **Antitrust:** Antitrust laws regulate trade and commerce by preventing practices such as unlawful restraints, price-fixing and monopolies, thereby promoting competition for the protection and benefit of the consuming public. APCO and NENA are committed to fully complying with the antitrust laws. From time-to-time industry competitors may be represented on the same JWG. All JWG members have an obligation to avoid or end any discussion or activity, seek the advice of legal counsel, and, if necessary, end any meeting if the discussion or activities could be construed to raise any antitrust issues. JWG members are encouraged to voice any and all concerns in this regard to the committee directly or to the JWG "secretary" so that such concerns may be addressed.
9. **No Conflict:** This Intellectual Property Rights Policy is intended to summarize, and not in any way change, add to or otherwise modify the Intellectual Property Rights Policy set forth by ANSI. In the event of any difference (be it an expansion, contraction, or conflict) between the obligations set forth in this document and the ANSI IPR policy, the ANSI IPR policy shall control. Members are encouraged to read the full ANSI IPR policy to determine the policies and procedures applicable to their JWG service.

Attestation:

I have reviewed, acknowledge and agree to abide by this Intellectual Property Rights Policy as it may relate to my JWG service especially in developing policies or standards. If I represent a "Sponsor Organization," I warrant that I have authority to bind it as well to the requirements and obligations of this policy.

Printed Name:

Agency / Organization / Company:

Signature:

Date: