



Intellectual Property Rights Contribution Policy

1.0 General Policy

In all matters of intellectual property rights and procedures, the intention is to benefit the public at large, while respecting the legitimate rights of intellectual property owners.

2.0 Confidentiality Obligations

No contribution that is subject to any requirement of confidentiality or any restriction on its dissemination may be considered in any part of the VoiceXML Standards Process, and there must be no assumption of any confidentiality obligation with respect to any such contribution. No submission should be made on the basis of an assumed confidentiality obligation or restriction on dissolution.

3.0 Rights and Permissions

In the course of standards work, the VoiceXML Forum receives contributions in various forms and from many persons. To best facilitate the dissemination of these contributions, it is necessary to understand any intellectual property rights (IPR) relating to the contributions.

3.1 Copyrightable Contributions

Each person actually submitting a contribution shall provide evidence of authorization of the Member to agree to the following terms and conditions on behalf of such Member. Where a submission identifies contributors in addition to the contributor(s) who provide the actual submission, the actual submitter(s) represent that each other named contributor was made aware of and agreed to accept the same terms and conditions on his own behalf, on behalf of any organization he may represent and any known owner of any proprietary rights in the contribution.

1. Some works (e.g. works of the U.S. Government) are not subject to copyright. However, to the extent that the submission is or may be subject to copyright, except as to software code, the contributor, the organization he represents (if any) and the owners of any proprietary rights in the contribution, grant an unlimited perpetual, non-exclusive, royalty-free, world-wide right and license to the VoiceXML Forum under any copyrights in the contribution. With regard to software code contributions, contributor agrees to make available a license on fair, reasonable, non-discriminatory terms. This license includes the right to use, copy, display, publish, distribute, and sublicense the contribution in any way, and to prepare derivative works that are based on or incorporate all or part of the contribution, the license to such derivative works to be of the same scope as the license of the original contribution.

2. The contributor acknowledges the VoiceXML Forum has no duty to publish or otherwise.
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4. The contributor represents that contributions properly acknowledge major contributors.
5. The contributor, the organization (if any) he represents and the owners of any proprietary rights in the contribution, agree that no information in the contribution is confidential and the VoiceXML Forum and its affiliated organizations may freely disclose any information in the contribution.
6. The contributor represents that he has disclosed the existence of any proprietary or intellectual property rights in the contribution that are reasonably and personally known to the contributor. The contributor does not represent that he personally knows of all potentially pertinent proprietary and intellectual property rights owned or claimed by the organization he/she represents (if any) or third parties.
7. The contributor represents that there are no limits to the contributor's ability to make the grants, acknowledgments and agreements above that are reasonably and personally known to the contributor.
8. By ratifying this document, the VoiceXML Forum warrants that it will not inhibit the traditional open and free access to VoiceXML documents for which license and right have been assigned according to the procedures set forth in this section. This warrant is perpetual and will not be revoked by the VoiceXML Forum or its successors or assigns.

3.2. VoiceXML Specifications and Patent Rights

- (A) Where any patents, patent applications, or other proprietary rights are known, or claimed, with respect to any specification developed within the VoiceXML process, and are formally brought to the attention of the VoiceXML Board of Directors, the VoiceXML Board of Directors shall not advance the specification without including in the document a note indicating the existence of such rights, or claimed rights. Where implementations are required before advancement of a specification, only implementations that have, by statement of the implementors, taken adequate steps to comply with any such rights, or claimed rights, shall be considered for the purpose of showing the adequacy of the specification.
- (B) The VoiceXML Board of Directors disclaims any responsibility for identifying the existence of or for evaluating the applicability of any claimed copyrights, patents, patent applications, or other rights, and will take no position on the validity or scope of any such rights.
- (C) Where the VoiceXML Board of Directors is formally notified of rights, or claimed rights under (A), the VoiceXML Executive Director shall attempt to obtain from the claimant of such rights a written assurance that upon approval by the VoiceXML

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Board of Directors of the relevant VoiceXML specification(s), any party will be able to obtain the right to implement, make, use, sell, reproduce, make derivative works, display and distribute the technology or works when implementing, using or distributing technology based upon the specific specification(s) under openly specified, reasonable, non-discriminatory terms. The technical committee proposing the use of the technology with respect to which the proprietary rights are claimed may assist the VoiceXML Executive Director in this effort. The results of this procedure shall not affect advancement of a specification through the VoiceXML process, except that the VoiceXML Board of Directors may defer approval where a delay may facilitate the obtaining of such assurances. The results will, however, be recorded by the VoiceXML Executive Director, and made available. The VoiceXML Board of Directors may also direct that a summary of the results be included in any VoiceXML document published containing the specification.

3.3 Determination of Reasonable and Non-discriminatory Terms

The VoiceXML Board of Directors will not make any explicit determination that the assurance of reasonable and non-discriminatory terms for the use of a technology has been fulfilled in practice. It will instead use the normal requirements for the advancement of VoiceXML specifications to verify that the terms for use are reasonable.

3.4 Determination of Royalty Free Terms

The VoiceXML Board of Directors, upon the recommendation of a committee of VoiceXML, may provide that a Specification or Standard by such committee is of such importance to its implementation by manufacturers and users that Contributions to such Specification or Standard shall be made available to the VoiceXML as well as to all implementers of such Specification or Standard under a Royalty Free, Reasonable Terms and Conditions License.

4.0 Notices

- (A) VoiceXML specifications shall include the following notice: "VoiceXML takes no position regarding the validity or scope of any intellectual property or other rights that might be claimed to pertain to the implementation or use of the technology described in this document or the extent to which any license under such rights might or might not be available; neither does it represent that it has made any effort to identify any such rights. Information on VoiceXML Forum's procedures with respect to rights in VoiceXML specifications can be found at the VoiceXML Forum website. Copies of claims of rights made available for publication and any assurances of licenses to be made available, or the result of an attempt made to obtain a general license or permission for the use of such proprietary rights by implementors or users of this specification, can be obtained from the VoiceXML Executive Director."
- (B) The VoiceXML Forum encourages all interested parties to bring to its attention, at the earliest possible time, the existence of any intellectual property rights pertaining to VoiceXML specifications. For this purpose, each VoiceXML specification shall include the following invitation: "The VoiceXML invites any interested party to bring to its attention any copyrights, patents or patent applications, or other proprietary rights which may cover technology that may be required to implement this

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- (D) Where, pursuant to a notification under this Policy, the VoiceXML Board of Directors is aware at the time of publication of proprietary rights claimed with respect to an VoiceXML specification, or the technology described or referenced therein, such specification shall contain the following notice: "The VoiceXML Forum has been notified of intellectual property rights claimed in regard to some or all of the contents of this specification. For more information consult the online list of claimed rights."

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