



Advancing Grid Modernization

SGIP 2.0, Inc.
401 Edgewater Place, Suite 600
Wakefield, MA 01880
Phone: +1-781-876-8857
Email: info@sgip.org

SGIP 2.0, INC.

INTELLECTUAL PROPERTY RIGHTS POLICY

As approved by the Board of Directors of SGIP 2.0 as of October 2, 2012

- 1. 1.0 General
- 2. 1.1 Applicability

All Members, all Representatives, and all third parties participating in any SGIP 2.0, Inc.

("SGIP 2.0") Working Group meeting or activity, are subject to this Intellectual Property Rights Policy ("Policy").

1.2

Definitions

Term	Definition
Intellectual Property Rights	Patents and/or patent applications, copyrights, trademarks and trade secrets, anywhere in the world.
Member	A SGIP 2.0 Member of any class described in the SGIP 2.0 By-laws.
Representative	Any individual that acts on behalf of a Member in connection with a Working Group.
Submission	An affirmative and knowing contribution of materials protected by copyright with the intention that such materials be considered for inclusion in a SGIP 2.0 Work Product. A Submission, in oral, written, or electronic form, may be made: as a result of an unsolicited offer to SGIP 2.0 by a Member or third party; or in response to a general SGIP 2.0 request for proposals or submissions; or from a Representative or third party at any time in the course of his or her participation in a Working Group.
Submitter	Both a Member as well as any Representative(s) of a Member, and any other person or entity making a Submission.
Working Group	Any working group, committee, task force, or other Member collaborative activity hosted or organized by SGIP 2.0.
SGIP 2.0 Work Product	Any text document or other copyrightable work created by a Working Group, which may include one or more Submissions, a combination or derivative works thereof, and materials created for or by SGIP 2.0..



**SGIP 2.0, Inc.
Intellectual Property Rights Policy**

2.0 2.1

SGIP Patent Policy
Inclusion of Patents in SGIP-Identified Products

Some SGIP 2.0-identified products may include the use of an essential patent claim (one whose use would be required for compliance with that standard) if technical reasons justify this approach. If SGIP receives a notice that a proposed or an approved SGIP product may require the use of such a patent claim, the procedures in the following sections will be followed.

2.2 Statement from patent holder

SGIP 2.0 will request from the patent holder or a party authorized to make assurances on its behalf, in written or electronic form an assurance that a license to such essential patent claim(s) will be made available to applicants desiring to utilize the license for the purpose of implementing SGIP 2.0 product either:

- (a) On a non-discriminatory basis and under reasonable terms and conditions; or
- (b) Without compensation and under reasonable terms and conditions that are demonstrably free of any unfair discrimination.

If the patent holder or party authorized to make assurances on its behalf does not agree to these terms, then this decision will be documented clearly. As it may pose risks to the implementation of the Smart Grid, this decision will be seriously considered by SGIP 2.0 in any related activity or vote.

2.3 Record of statement

A record of the patent holder's statement will be retained in SGIP 2.0 files and posted on-line.

2.4 Notice

When SGIP 2.0 receives from a patent holder the assurance set forth in 2.2 above, the expected result will include a note substantially as follows:

NOTE – The user's attention is called to the possibility that compliance with this expected result may require use of an invention covered by patent rights.



**SGIP 2.0, Inc.
Intellectual Property Rights Policy**

By publication of SGIP 2.0 expected results, no position is taken 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 Section 2.2, details may be obtained from the patent holder.

2.6 Responsibility for identifying patents

SGIP 2.0 is not responsible for identifying patents for which a license may be required for use of an SGIP 2.0 expected result or for conducting inquiries into the legal validity or scope of those patents that are brought to its attention.

3.0 Copyrights

Copyright in materials produced prior to Membership in SGIP 2.0 remains the property of the copyright owner. However, copyrighted materials offered for incorporation into SGIP outputs must be made available on a royalty-free basis.

Standards developers whose standards are referenced in SGIP 2.0 outputs retain copyright ownership and control of the standards themselves.

3.1. Copyright in Specifications

The copyright for all SGIP 2.0 Work Products shall belong to SGIP 2.0.

3.2 Contributions of Copyrighted Materials

(a) Each Submitter grants SGIP 2.0 a non-exclusive, irrevocable, worldwide, perpetual, royalty-free license under the Submitter's copyright or copyright license rights in its Submission to reproduce, distribute, publish, display, perform, and create derivative works based on all or any portion of the Submission only for the purposes of developing and distributing, both directly and through intermediaries, SGIP 2.0 Work Products under SGIP 2.0's own copyright.

(b) Upon approval of such SGIP 2.0 Work Products by SGIP 2.0, each Submitter further grants to SGIP 2.0 a non-exclusive, non-transferable, irrevocable, worldwide, perpetual, royalty-free, sublicensable license under the Submitter's copyrights, owned or licensable by such Submitter, in its Submission to (i) use, copy, distribute and make derivative works of any such Submission included, in whole or in part, in such approved SGIP 2.0 Work Products, (ii) implement such approved SGIP 2.0 Work Products and derivative works for purposes of implementing a specification, standard or comparable deliverable, and (iii) use, make, reproduce, sell, distribute, import or transmit implementations of such approved SGIP 2.0 Work Products and derivative works for such purposes.



SGIP 2.0, Inc.
Intellectual Property Rights Policy

(c) The rights granted by Submitter to SGIP 2.0 include in each case the rights (i) to sublicense the rights described in Section 3.2 (a) and Section 3.2 (b) consistent with SGIP 2.0's policies and procedures and (ii) to copyright and to sell in SGIP 2.0's name any SGIP 2.0 publication even though the SGIP 2.0 publication may contain the Submission or a derivative work thereof.

(d) Subject to the rights granted herein, all right, title and interest in and to an individual Submission shall remain with the Submitter. Nothing contained in the Submission shall, except as expressly provided in this Policy, be construed as conferring by implication, estoppel, or otherwise, any license or right under (i) any existing or later issuing patent, whether or not the use of information in the document necessarily employs an invention of any existing or later issued patent, (ii) any copyright, (iii) any trademark, or (iv) any other intellectual property right.

3.3 Submissions

(a) By making a Submission, each of the Submitter and its Representative(s) represents and warrants:

(i) The Representative is authorized to make the Submission on behalf of the Submitter, and to make the representations and warranties contained in this Section 3.3.

(ii) The Submitter owns the Submission and/or has all rights necessary to make the Submission and to grant the license rights required under Section 3.2 of this Policy

(iii) To the best of its knowledge, the Submitter has not failed to disclose the copyright interest of a third party infringed by the Submission (but any further warranty of non-infringement is expressly disclaimed).

(b) A third party participating in any Working Group that contributes a Submission makes, by virtue of the Submission, the same representations and warranties on behalf of himself/herself and the entity he or she represents. The third party, and the represented entity, may be required to make a signed declaration to this effect in a form satisfactory to SGIP 2.0.

4.0 Trade Secrets

Representatives, Members, and third parties will not be expected to reveal trade secret information in the course of participating in any SGIP 2.0 activity, nor will they be asked by SGIP 2.0 to sign non-disclosure agreements. Unless otherwise agreed to in a separate written agreement, SGIP 2.0 will not be held responsible for the disclosure of any Member or non-Member's trade secrets which any Member or non-Member shall disclose to SGIP 2.0 in the course of its participation in these activities, regardless of the circumstances.



**SGIP 2.0, Inc.
Intellectual Property Rights Policy**

1. 5.0 Trademarks
2. 5.1 SGIP 2.0 Trademarks

Trademarks created by SGIP 2.0, registered or otherwise, are the property of SGIP 2.0.

Use of SGIP 2.0 trademarks shall be governed by such policies, procedures and guidelines as may be established and approved by SGIP 2.0 from time to time, and applicable law.

5.2 Non-SGIP 2.0 Trademarks

SGIP 2.0's use of Member and third-party trademarks, registered or otherwise, shall be governed by the By-Laws of SGIP 2.0, and by such policies, procedures, and guidelines as may be established and approved by the owners of such trademarks, and applicable law.

6.0 Effectiveness and Amendment

The initial version of this Policy shall take effect on its date of approval by the Board of Directors of SGIP 2.0. Any amendment to this Policy may be adopted as provided in the By-laws of SGIP 2.0, but in any event shall not take effect less than 60 days after notice of its adoption has been distributed to all Members (or on such later date as the Board of Directors may decide).