

SWIPO Common Policies – proposed final draft

All members and participants of SWIPO are bound by the following policies. Amending these Policies shall be by qualified majority as defined in the SWIPO Common Governance.

Copyright Policy

Any SWIPO Member and any participant in the process to develop or approve a Code of Conduct or other deliverable (either herein referred to as a “Deliverable”) shall not make any written or oral contribution for inclusion in such Deliverable unless that person is the exclusive copyright owner of the contribution or has sufficient copyright rights from the copyright owner(s) to make the contribution.

Except for works in the public domain, by making any written or oral contribution which is reduced to writing (including participation in the drafting of) any Deliverable, a Member or participant (the contributor) grants to SWIPO an irrevocable, non-exclusive, worldwide, transferable, sub-licensable, fully paid-up and royalty-free copyright license to reproduce, prepare derivative works of, distribute, and publicly display and perform the contributions (in their original and modified forms), solely for the purpose of developing and publishing the Deliverable for which the contribution was made. The contributor retains all rights in the contribution, subject only to the licenses set forth herein and to SWIPO’s copyright ownership of the final Deliverable. All copyrights in drafts of a Deliverable as well as the final Deliverable will be owned exclusively by SWIPO.

SWIPO shall decide, for each of its Deliverables, under what terms and conditions such Deliverable (or parts thereof) will be made available.

Patent Policy

By participating in a SWIPO Deliverable development process, each Member or participant agrees to make available any of its Essential Claims, as defined in the W3C Patent Policy (available at <http://www.w3.org/Consortium/Patent-Policy-20040205>), under the W3C RF licensing requirements Section 5 (<http://www.w3.org/Consortium/Patent-Policy-20040205>), in connection with any approved Deliverable resulting from such process.

Prior to the final approval of such Deliverable, a participant may exclude Essential Claims from its licensing commitments under this policy by providing written notice of that intent to the relevant Sector Board (“Exclusion Notice”).

The Exclusion Notice for issued patents and published applications must include (a) the patent number(s) or title and application number(s), as the case may be, for each of the patent(s) or pending patent application(s) that the participant wishes to exclude from the licensing commitment set forth in this patent policy and (b) the relevant portion of the draft Deliverable impacted by the Essential Claims. The Sector Board will promptly notify the Executive Board of any Exclusion Notice received.

Trademark Policy

Any SWIPO trademark or logo shall be used only in connection with SWIPO official business. It is not permissible to use, copy or modify any SWIPO trademark or logo, or refer to SWIPO in a manner that suggests that any commercial products or services are endorsed, approved or certified by SWIPO. Only fair and appropriate references to SWIPO are permitted. SWIPO may develop other marks (such as

marks relating to compliance or membership) as appropriate and under articulated rules regarding their use.

Trade Secrets Policy

As part of its participation in SWIPO, no entity shall be required to provide information that would result in the disclosure of trade secret information. If disclosure is requested by any SWIPO body, there must be sufficient safeguards from the perspective of the trade secret owner in place before any disclosure is made in order to ensure that any trade secret information will be protected.

Due Process Considerations

Participation in any aspect of SWIPO activities is voluntary. Membership and participation in public comment opportunities shall be open to all stakeholders.

Any Deliverable development process shall not be dominated by any single interest category, individual or organization. Dominance means a position or exercise of dominant authority, leadership, or influence by reason of superior leverage, strength, or representation to the exclusion of fair and equitable consideration of other viewpoints.

SWIPO will ensure that its Complaints and Appeals processes are identifiable and discoverable.

Competition Policy

All SWIPO Members and participants further acknowledge that they may compete with one another in various lines of business and that it is therefore imperative that they and their respective representatives act in a manner that does not violate any applicable competition laws and regulations. Each Member and participant shall not participate in any discussion or reach any agreement with another Member or participant relating to any product pricing, competitive bidding, methods or channels of product distribution, division of markets, allocation of customers, boycotts or refusals to deal with third parties, employee salaries, employee movement among companies, or any other topic that should not be discussed among competitors.

Specific provisions involving business relations between buyer and seller such as guarantees, warranties, and other commercial terms and conditions (that specify the content of such terms, as opposed to the need for such terms more generally) shall not be included in any Deliverable. The appearance that a Deliverable endorses any particular product, service or company must be avoided.

Any competition-related concern (including an assertion that (a) different Sector Codes of Conduct or other Deliverables have different requirements that cannot be fully justified on technical grounds, (b) different Sector Boards have established different criteria for declaring or challenging compliance to a Deliverable that cannot be technically or otherwise justified, or (c) any other concern that may raise a competition-related issue) may be brought to the attention of the Executive Board in writing or raised as part of the formal SWIPO Complaint/Appeal process. The Executive Board or other adjudicating body should consider seeking feedback from the full General Assembly before issuing its decision and/or recommendations.

Public Review and Comment Policy

Each proposed Deliverable shall be announced in suitable public media for at least one 60-day public review and comment period. All comments received will be considered and the response will be publicly recorded.

Record Retention

The SWIPO Executive Board is responsible for establishing a record retention policy regarding SWIPO's administrative and financial records in a manner that is consistent with European legal requirements.

The policy shall, at a minimum, provide that all records concerning the development of each Deliverable, including the development and approval of all meeting minutes, votes, drafts, communications, etc. shall be retained, at a minimum, until a revised version of the Deliverable is approved by SWIPO.