



*SIMalliance IPR POLICY*

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## 1. Introduction/Purpose

- 1.1 The purpose of the Intellectual Property Rights Policy (the "IPR Policy") is to support the protection of intellectual property while achieving compliance with the goals of SIMalliance (hereinafter referred to as the "Company") to foster openness and competition in the SIM-card market to the benefit of consumers.
- 1.2 The IPR Policy seeks to reduce the risk that investment in the preparation, adoption and application of Specifications by SIMalliance could be lost as a result of an Essential IPR for a Specification being unavailable. The IPR Policy therefore seeks to balance the needs of standardization with the rights of IP owners.
- 1.3 IPR holders should be adequately and fairly rewarded for the use of their IPRs in the implementation of Specifications.

## 2. Definitions

- 2.1 Capitalized terms used in the IPR Policy shall have the meaning set forth in the definition section of the Company's Articles of Association (as amended from time to time).
- 2.2 In addition, the capitalised terms listed below shall have the following meaning:

**"Copyright"** means any copyright in a Specification, written, created, designed or developed by a Member or any of its directors, officers or employees either individually or jointly within a Working Group or board committee of the Company or as a result of any work carried out on behalf of such Working Group or committee;

**"Equipment"** means any system or device conforming to the Specifications;

**"Essential"** when used in relation to IPR means that it is not possible on technical (but not commercial) grounds, taking into account normal technical practice and the state of the art generally available at the time of definition of the Specifications, to make, sell, lease, otherwise dispose of, repair, use or operate Equipment or Methods which comply with a Specification without infringing that IPR. For the avoidance of doubt, in exceptional cases where a Specification can only be implemented by technical solutions, all of which are infringements of IPRs, all such IPRs shall be considered Essential;

**"IPR"** shall mean any intellectual property right conferred by law, including applications therefore, but not including trademarks, rights relating to get-up, to confidential information, to trade secrets or the like which are excluded from the definition of IPR;

**"Manufacture"** means production of Equipment;

**"Methods"** means any method or operation conforming to a Specification;

**"IPR Policy"** means SIMalliance's Intellectual Property Rights Policy;

**"SIMalliance Document"** means any document written, created, designed or developed by a Member or any of its directors, officers or employees either individually or jointly within a Working Group or board committee of the Company or as a result of any work carried out on behalf of such Working Group or committee and identified as a document of the Company.

### 3. Disclosure of IPR

- 3.1 Each Member shall use its reasonable endeavours to inform the Company of Essential IPRs that may fully or partially cover elements of Specifications that are being developed by a Working Group or board committee of the Company prior to such Specifications being submitted to a voting procedure.
- 3.2 The information referred to in Clause 3.1 shall be provided to the General Secretary of the Company (hereinafter referred to as the "General Secretary") according to the IPR Information Statement, attached as Annex 1.
- 3.3 In the event that a Member intentionally omits to declare Essential IPRs with respect to a given Specification, the Member shall be deemed to have forfeited its right to withhold a perpetual licence on fair, reasonable and non-discriminatory conditions from anyone who desires to implement said Specification. In addition, the Board may decide to terminate the Member's membership of the Company.
- 3.4 For the avoidance of doubt, the obligations set forth in Clause 3.1 do not imply an obligation on a Member to conduct IPR searches.

### 4. Licensing Declaration

- 4.1 When an IPR that is Essential with respect to a Specification that is being developed by a Working Group or board committee of the Company is brought to the attention of the General Secretary, the latter shall immediately request the IPR holder to give, within three months, a written confirmation that it is prepared to grant perpetual licences to such IPR on fair, reasonable and non-discriminatory conditions to each Member of the Company, each Associate and any third party applying for such licence.
- 4.2 The written confirmation to licence referred in Clause 4.1 shall cover the IPR use to at least the following extent:
  - (a) Manufacture, including the right to make or have made customised components and sub-systems to the licensee's own design for use in Manufacture;
  - (b) Sell, lease, or otherwise dispose of Equipment so Manufactured;
  - (c) Repair, use, or operate Equipment; and
  - (d) Use Methods.
- 4.3 The written confirmation referred to in Clause 4.1 shall be provided to the General Secretary according to the IPR Licensing Declaration, attached as Annex 2.
- 4.4 Notwithstanding Clause 4.1, a Member shall have no obligation to licence third parties pursuant to Clause 4.1 in cases where the third party has obtained the Specification in violation of the confidentiality obligations of a Member related to unpublished Specifications or Specifications under preparation, in accordance to paragraph 4 of the Schedule to the Application Form.

- 4.5 The Essential IPR holder's obligations under Clause 4.1 are subject to the following conditions:
- (a) Any licensee or Equipment manufacturer shall agree to grant a licence of their Essential IPR on reciprocal terms and conditions;
  - (b) The portion of the licence that relates to a party to whom the licensee sells, leases or otherwise disposes of Equipment is terminable if that party refuses to grant a licence of its Essential IPR in accordance with Clauses 4.1 and 4.2 on reciprocal terms and conditions;
  - (c) The licensee will use its best efforts to notify Clause 4.5(b) to whomever it sells, leases or otherwise disposes of Equipment.

## 5. Record of Information Statements and Licensing Declarations

A record of the IPR Information Statements and IPR Licensing Declarations shall be placed and retained in the files of the Company and shall be accessible upon request.

## 6. Notice of Essential IPRs and Licensing Declarations

Any published Specification containing Essential IPRs shall refer to the claimed Essential IPRs as well as the IPR holders' licensing declarations.

## 7. Non-availability of Licensing Declaration

Where, prior to the publication of a Specification, an Essential IPR holder does not provide a Licensing Declaration in accordance with Clauses 4.1 and 4.2, the General Secretary shall, in consultation with the Board, suspend the adoption of the Specification until the matter has been resolved.

## 8. Call for IPRs

- 8.1 Every Working Group meeting shall start with an oral "call for IPRs" by the Chairman of the Working Group or board committee of the Company in order to remind the Members of their obligation to inform the Company of Essential IPRs, including applications therefore, under Clause 3 of the SIMalliance IPR Policy.
- 8.2 If it becomes apparent that an IPR information statement or a licensing declaration is unlikely to be provided, the Chairman of the Working Group or board committee of the Company shall inform the General Secretary, who will take the appropriate action in accordance with Clause 7 of the IPR Policy.
- 8.3 The Chairman of the Working Group or board committee of the Company shall record in the minutes of each meeting that a call for IPRs was issued and the responses that were received. For the avoidance of doubt, if there is no response, the absence of any response shall be recorded.

## 9. Copyrights

- 9.1 Any copyright in a Specification, written, created, designed or developed by a Member or any of its directors, officers or employees either individually or jointly within a Working Group or board committee of the Company or as a result of any work carried out on behalf of such Working Group or committee (the "Copyright") will belong to and automatically vest in the Company but the Member shall have the right to a non-exclusive, royalty free, worldwide licence to use, reproduce and modify the Specifications for whatever purpose.
- 9.2 Any copyright in any SIMalliance Document will belong to and automatically vest in the Company but the Member shall have the right to a non-exclusive, royalty free, world wide licence to use, reproduce and modify for whatever purpose such SIMalliance Document.
- 9.3 Notwithstanding Clauses 9.1 and 9.2 the Member shall not have the right to distribute, transmit, broadcast, communicate or make available the Specifications or SIMalliance Documents to parties other than its internal units or associates.
- 9.4 The copyright in all documents, literature and material owned by the Member which are not SIMalliance Documents or Specifications or do not form part of a Specification and which are submitted by it to any Working Group, the Board or a board committee of the Company shall remain vested in the Member and the following terms shall apply to such material:
  - (a) The Company shall have a non-exclusive, royalty-free licence to use (including the right to sub-license) such copyright material for the purposes of work carried out in the development of Specifications unless the Member notifies the Company, at the time of submission, that the copyright material is not licensable to the Company;
  - (b) The Member shall grant a non-exclusive, royalty-free licence to all other Members of the Company on request to use such copyright for the purposes of work carried out in the development of a Specification(s);
  - (c) The Members agrees to mark all such documents, literature and material clearly with an appropriate copyright notice.
- 9.5 The Member will do all acts and execute all documents or instruments as are necessary to vest the Copyright or the copyright in a SIMalliance Document in the Company and in the meantime will hold all interest in the same in trust for the Company.
- 9.6 The Member shall not denigrate the integrity of the Copyright or the copyright in a SIMalliance Document by (but without limitation) either removing the copyright notice contained thereon, varying or removing its title, or using all or any part of it as part of a specification or standard not emanating from the Company and in any event it shall not publish nor disclose the Specification to any third party until the Specification is published by the Company by posting the same on the Company's web-site.
- 9.7 The Member will promptly notify the Company of any threatened or actual infringement of the Copyright or of the copyright in a SIMalliance Document which comes to its notice and shall, at the Company's request, do all such things as is reasonably necessary to assist in defending and enforcing the Company's rights in the Copyright or such copyright.

## 10. Ownership of IPR jointly created by Members within the Company

- 10.1 Subject to Clauses 9.1 and 9.2 any IPR created jointly by two or more Members of the Company within a Working Group or board committee of the Company or as a result of any work carried out on behalf of such Working Group or committee shall be owned by such Members and licensed to the other Members in accordance with the provisions of Clauses 9.4, 4.1 and 4.2.
- 10.2 The Members owning such IPR shall jointly make and share equally the cost of any applications for patent or other registration of the IPR.
- 10.3 In case a joint owner refuses to share the costs or reasonably assist in applying for a patent or other registration of the IPR within 30 days of a written request to do so, the other owner(s) shall have the right to apply for a patent or other registration in its (their) name and account and shall own all rights to such registration.
- 10.4 A joint owner refusing to share the costs or to reasonably participate in applying for a patent shall execute all such documentation and assignments that are reasonably necessary for the other joint owner(s) to apply for a registration.

## 11. Law and Regulation

The obligations contained in the IPR Policy will be construed and interpreted in accordance with English law.

**ANNEX 1 - IPR INFORMATION STATEMENT FORM**

**IPR Information Statement**

**IPR Holder/Organisation**

Legal Name: \_\_\_\_\_

**Signatory**

Name: \_\_\_\_\_

Position: \_\_\_\_\_

Department: \_\_\_\_\_

Address: \_\_\_\_\_

\_\_\_\_\_

Tel: \_\_\_\_\_ Fax: \_\_\_\_\_

E-mail: \_\_\_\_\_

**IPR information statement**

In accordance with the SIMalliance IPR Policy, Clause 3.1, I hereby inform SIMalliance that,  
with reference to SIMalliance Specification No. \_\_\_\_\_

it is my belief that the IPRs listed in the attached IPR Information Statement annex are, or are likely to become, Essential IPRs in relation to that Specification.

The construction, validity and performance of this statement shall be governed by the laws of England.

**Place, Date:**

**Signature:**

\_\_\_\_\_

\_\_\_\_\_

(Place, Date)

(Signed for and on behalf of the SIGNATORY)

Please return this form duly signed to: SIMalliance General Secretary  
Email: [mike@alliancesmanagement.com](mailto:mike@alliancesmanagement.com)  
Postal address: Alliances Management, Mike Strock  
544 Hillside Road, CA 94062, USA



**IPR Information Statement Annex**

SIMalliance Specification, Proposal or Work Item				IPR Proprietor	Application No.	IPR No.	IPR Subject/ Title	Country of registration	OPTIONAL INFORMATION: Other IPRs/Applications No. in same family*	
Project or Specification name	Work Item or Specification No.	Illustrative specific part of the Proposal or Specification (e.g. Section)	Version						Patent/Application No.	Country Applicable

\* IPR family information is provided voluntarily. The completeness and accuracy of any patent family information that is provided cannot be guaranteed.

Please return this form duly signed to: SIMalliance General Secretary  
 Email: [mike@alliancesmanagement.com](mailto:mike@alliancesmanagement.com)  
 Postal address: Alliances Management, Mike Strock  
 544 Hillside Road, CA 94062, USA

**ANNEX 2 - IPR LICENSING DECLARATION FORM****IPR Licensing Declaration****IPR Holder/Organisation**

Legal Name: \_\_\_\_\_

**Signatory**

Name: \_\_\_\_\_

Position: \_\_\_\_\_

Department: \_\_\_\_\_

Address: \_\_\_\_\_

\_\_\_\_\_

\_\_\_\_\_

Tel: \_\_\_\_\_ Fax: \_\_\_\_\_

E-mail: \_\_\_\_\_

**IPR licensing declaration**

SIMalliance has been informed that the above designated Organization is the proprietor of the IPRs listed in the attached IPR Licensing Declaration annex and that these IPRs may be considered Essential with reference to SIMalliance Specification No. \_\_\_\_\_

The Signatory hereby declares that the above designated Organization is prepared to grant perpetual licences under the IPRs on terms and conditions which are in accordance with Clauses 4.1 and 4.2 of the SIMalliance IPR Policy, in respect of the Specification, to the extent that the IPRs remain Essential.

This undertaking is made subject to the condition that those who seek licences agree to reciprocate same in respect of the Specification in accordance with Clause 4.5 of the SIMalliance IPR Policy (delete this paragraph if this condition is not required).

The construction, validity and performance of this statement shall be governed by the laws of England.

**Place, Date:****Signature:**

\_\_\_\_\_

(Place, Date)

\_\_\_\_\_

(Signed for and on behalf of the SIGNATORY)

Please return this form duly signed to: SIMalliance General Secretary  
 Email: [mike@alliancesmanagement.com](mailto:mike@alliancesmanagement.com)  
 Postal address: Alliances Management, Mike Strock  
 544 Hillside Road, CA 94062, USA

**IPR Licensing Declaration Annex**

SIMalliance Specification, Proposal or Work Item				IPR Proprietor	Application No.	IPR No.	IPR Subject/ Title	Country of registration	OPTIONAL INFORMATION: Other IPRs/Applications No. in same family*	
Project or Specification name	Work Item or Specification No.	Illustrative specific part of the Proposal or Specification (e.g. Section)	Version						Patent/Application No.	Country Applicable

\* IPR family information is provided voluntarily. The completeness and accuracy of any patent family information that is provided cannot be guaranteed.

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 Email: [mike@alliancesmanagement.com](mailto:mike@alliancesmanagement.com)  
 Postal address: Alliances Management, Mike Strock  
 544 Hillside Road, CA 94062, USA