

## **Open Grid Forum, Inc.**

### **Intellectual Property Rights Policy**

#### **Exhibit 3: Intellectual Property Rights and Notices**

Open Grid Forum intellectual property right management process is under development and is intended to mirror the intellectual property rights and procedures associated with the Internet Standards Process, as outlined in [1], Section 10. The section below is a modified excerpt from [1]. In all matters of intellectual property rights and procedures, the intention is to benefit the Grid community and the public at large, while respecting the legitimate rights of others.

#### **Contributions**

Contributions include verbal statements in Open Grid Forum meetings, as well as written and electronic communications made at any time or place, which are addressed to:

- the Open Grid Forum plenary session
- any Open Grid Forum working group or portion thereof
- the Open Grid Forum Board or any member thereof on behalf of the Board
- any Open Grid Forum mailing list, including any working group or research group list, or any other list
- functioning under Open Grid Forum auspices
- the Open Grid Forum editor of any document process

Statements made outside of a Open Grid Forum meeting, mailing list, or other function that are clearly not intended to be input to an Open Grid Forum activity, group, or function are not subject to these provisions.

By submission of a contribution, each person actually submitting the contribution is deemed to agree to the following terms and conditions on his or her own behalf, on behalf of the organization (if any) he or she represents, and on behalf of the owners of any propriety rights in the contribution. 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 or her own behalf, on behalf of any organization he or she may represent and any known owner of any proprietary rights in the contribution.

#### **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 Open Grid Forum document process, and there must be no assumption of any confidentiality obligation with respect to any such contribution.

#### **Rights and Permissions**

In the course of its work developing recommendations, Open Grid 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.

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, the contributor, the organization he or she represents (if any), and the owners of any proprietary rights in the contribution grant an unlimited perpetual, non-exclusive, royalty-free, worldwide right and license to the Open Grid Forum under any copyrights in the contribution. This license includes the right to copy, publish, and distribute 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 that the Open Grid Forum has no duty to publish or otherwise use or disseminate any contribution.
3. The contributor grants permission to reference the name(s) and address(es) of the contributor(s) and of the organization(s) he or she represents (if any).
4. The contributor represents that contribution properly acknowledges major contributors.

5. The contributor, the organization (if any) he or she represents, and the owners of any proprietary rights in the contribution agree that no information in the contribution is confidential and that the Open Grid Forum and its affiliated organizations may freely disclose any information in the contribution.
6. The contributor represents that he or she 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 or she personally knows of all potentially pertinent proprietary and intellectual property rights owned or claimed by the organization he or she represents (if any) or by 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.

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Where any patents, patent applications, or other proprietary rights are known, or claimed, with respect to any Open Grid Forum document and are brought to the attention of the Open Grid Forum Board, the Board shall not advance the document 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 implementers, 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.

The Open Grid Forum disclaims any responsibility for identifying the existence of or for evaluating the applicability of any claimed copyrights, patents, patent applications, or other rights in the fulfilling of the its obligations as outlined in the previous paragraph and will take no position on the validity or scope of any such rights.

Where the Open Grid Forum knows of rights, or claimed rights, the Open Grid Forum secretariat shall attempt to obtain from the claimant of such rights a written assurance that upon approval by the Open Grid Forum of the relevant Open Grid Forum document(s), any party will be able to obtain the right to implement, use and distribute the technology or works when implementing, using, or distributing technology based upon the specific specification(s) under openly specified, reasonable, nondiscriminatory terms. The working group or research group proposing the use of the technology with respect to which the proprietary rights are claimed may assist the Open Grid Forum Secretariat in this effort. The results of this procedure shall not affect advancement of document, except that the Open Grid Forum may defer approval where a delay may facilitate the obtaining of such assurances. The results will, however, be recorded by the Open Grid Forum Secretariat and made available. The Open Grid Forum may also direct that a summary of the results be included in any Open Grid Forum document published containing the specification.

#### **Determination of Reasonable and Nondiscriminatory Terms**

The Open Grid Forum will not make any explicit determination that the assurance of reasonable and nondiscriminatory terms for the use of a technology has been fulfilled in practice. It will instead use the normal requirements for the advancement of Open Grid Forum recommendations track documents to verify that the terms for use are reasonable. If the two unrelated implementations of the specification that are required to advance from Proposed Recommendation to Draft Recommendation have been produced by different organizations or individuals or if the "significant implementation and successful operational experience" required to advance from Draft Recommendation to Recommendation has been achieved the assumption is that the terms must be reasonable and, to some degree, nondiscriminatory. This assumption may be challenged during the open comment period.

#### **Notices**

The following IPR notice must be included in all Open Grid Forum documents:

The Open Grid Forum 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. 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 implementers or users of this specification can be obtained from the Open Grid Forum Secretariat.

The Open Grid Forum 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 practice this recommendation. Please address the information to the Open Grid Forum Executive Director.

Explicit statements about IPR should not be included in the document, because including a specific claim implies that the claim is valid and that the listed claims are exhaustive. Once a document has been published as a final Open Grid Forum document, there is no mechanism to effectively update the IPR information. Authors should instead provide the Open Grid Forum secretariat with any explicit statements or potentially relevant claims.