

**INTELLECTUAL PROPERTY RIGHTS POLICY**

**OF**

**ONGO ALLIANCE,**

**A CALIFORNIA NONPROFIT MUTUAL BENEFIT CORPORATION**

**1 January 2021**

## **0 Reference to ONGO ALLIANCE Intellectual Property Rights Policy**

The ONGO ALLIANCE Intellectual Property Rights Policy is derived from the ETSI Intellectual Property Rights Policy as listed in Annex 6 of the ETSI Rules of Procedure dated 2014-11-19 November-

## **1 Introduction**

The Board of Directors of ONGO ALLIANCE has established the following Intellectual Property Rights POLICY.

## **2 Definitions**

Terms in the POLICY which are written in capital letters shall have the meaning set forth in Clause 15 entitled DEFINITIONS.

## **3 Policy Objectives**

- 3.1 It is ONGO ALLIANCE's objective to create TECHNICAL SPECIFICATIONS that are based on solutions which best meet the common technical objectives of the global LTE-CBRS ecosystem as defined by the ONGO ALLIANCE Board of Directors. In order to further this objective the ONGO ALLIANCE IPR POLICY seeks to reduce the risk to ONGO ALLIANCE, MEMBERS, and others applying ONGO ALLIANCE TECHNICAL SPECIFICATIONS, that investment in the preparation, adoption and application of TECHNICAL SPECIFICATIONS could be wasted as a result of an ESSENTIAL IPR for a TECHNICAL SPECIFICATION being unavailable. In achieving this objective, the ONGO ALLIANCE IPR POLICY seeks a balance between the needs of standardization for use in the field of LTE-CBRS ecosystem and the rights of the owners of IPRs.
- 3.2 IPR holders whether members of ONGO ALLIANCE and their AFFILIATES or third parties, should be adequately and fairly rewarded for the use of their IPRs in the implementation of TECHNICAL SPECIFICATIONS.
- 3.3 ONGO ALLIANCE shall take reasonable measures to ensure, as far as possible, that its activities which relate to the preparation, adoption and application of TECHNICAL SPECIFICATIONS, enable TECHNICAL SPECIFICATIONS to be available to potential users in accordance with the general principles of standardization.

## **4 Disclosure of IPRs**

- 4.1 Subject to Clause 4.2 below, each MEMBER shall use its reasonable endeavors, in particular during the development of a TECHNICAL SPECIFICATION where it participates, to inform ONGO ALLIANCE of ESSENTIAL IPRs in a timely fashion. In

particular, a MEMBER submitting a technical proposal for a TECHNICAL SPECIFICATION shall, on a bona fide basis, draw the attention of ONGO ALLIANCE to any of that MEMBER's IPR which might be ESSENTIAL if that proposal is adopted.

- 4.2 The obligations pursuant to Clause 4.1 above do not imply any obligation on MEMBERS to conduct IPR searches.
- 4.3 The obligations pursuant to Clause 4.1 above are deemed to be fulfilled in respect of all existing and future members of a PATENT FAMILY if ONGO ALLIANCE has been informed of a member of this PATENT FAMILY in a timely fashion. Information on other members of this PATENT FAMILY, if any, may be voluntarily provided.

## **5 Notice and Review Period**

- 5.1 Review Period for MEMBERS. The chairman of the GROUP (through coordination with the Secretariat) shall notify MEMBERS at least forty-five (45) days in advance of any vote to ADOPT a candidate TECHNICAL SPECIFICATION. Any MEMBER aware of any of its IPR that would become ESSENTIAL if the candidate TECHNICAL SPECIFICATION were ADOPTED is encouraged to submit a ONGO ALLIANCE IPR Licensing Declaration form for such ESSENTIAL IPR in writing to the ONGO ALLIANCE President prior to the vote to ADOPT the candidate TECHNICAL SPECIFICATION.

## **6 Availability of Licenses**

- 6.1 When an ESSENTIAL IPR relating to a particular TECHNICAL SPECIFICATION is brought to the attention of ONGO ALLIANCE, the President of ONGO ALLIANCE shall immediately request the owner to give within three months an irrevocable undertaking in writing that it is prepared to grant irrevocable licenses on fair, reasonable and non-discriminatory (“FRAND”) terms and conditions under such IPR to at least the following extent:

- MANUFACTURE, including the right to make or have made customized components and sub-systems to the licensee's own design for use in MANUFACTURE;
- sell, lease, or otherwise dispose of EQUIPMENT so MANUFACTURED;
- repair, use, or operate EQUIPMENT; and
- use METHODS.

The above undertaking may be made subject to the condition that those who seek licenses agree to reciprocate.

- 6.1 bis Transfer of ownership of ESSENTIAL IPR

FRAND licensing undertakings made pursuant to Clause 6 shall be interpreted as encumbrances that bind all successors-in-interest. Recognizing that this interpretation may not apply in all legal jurisdictions, any Declarant who has submitted a FRAND undertaking according to the POLICY who transfers ownership of ESSENTIAL IPR that is subject to such undertaking shall include appropriate provisions in the relevant transfer documents to ensure that the undertaking is binding on the transferee and that the transferee will similarly include appropriate provisions in the event of future transfers with the goal of binding all successors-in-interest. The undertaking shall be interpreted as binding on successors-in-interest regardless of whether such provisions are included in the relevant transfer documents.

- 6.2 An undertaking pursuant to Clause 6.1 with regard to a specified member of a PATENT FAMILY shall apply to all existing and future ESSENTIAL IPRs of that PATENT FAMILY unless there is an explicit written exclusion of specified IPRs at the time the undertaking is made. The extent of any such exclusion shall be limited to those explicitly specified IPRs.
- 6.3 As long as the requested undertaking of the IPR owner is not granted, the GROUP Chairman should, if appropriate, in consultation with the ONGO ALLIANCE President and Secretariat use their judgment as to whether or not the GROUP should suspend work on the relevant parts of the TECHNICAL SPECIFICATION until the matter has been resolved and/or submit for approval any relevant TECHNICAL SPECIFICATION.

#### **6bis Use of the IPR Licensing Declaration Forms**

MEMBERS shall use one of the ONGO ALLIANCE IPR Licensing Declaration forms at the Appendix to this ONGO ALLIANCE IPR Policy to make their IPR licensing declarations.

### **7 Information on IPR by ONGO ALLIANCE**

- 7.1 Any published TECHNICAL SPECIFICATION shall include information pertaining to ESSENTIAL IPRs which are brought to the attention of ONGO ALLIANCE prior to such publication.
- 7.2 ONGO ALLIANCE shall establish appropriate procedures to allow access to information at any time with respect to ESSENTIAL IPRs which have been brought to the attention of ONGO ALLIANCE.

### **8 Non-availability of Licenses**

- 8.1 Non-availability of licenses prior to the publication of a TECHNICAL SPECIFICATION
  - 8.1.1 Existence of a viable alternative technology

Where prior to the publication of a TECHNICAL SPECIFICATION an IPR owner informs ONGO ALLIANCE that it is not prepared to license an IPR in respect of a TECHNICAL SPECIFICATION in accordance with Clause 6.1 above, the GROUP shall review the requirement for that TECHNICAL SPECIFICATION and satisfy itself that a viable alternative technology is available for the TECHNICAL SPECIFICATION which:

- is not blocked by that IPR; and
- satisfies ONGO ALLIANCE's requirements.

#### 8.1.2 Non-existence of a viable alternative technology

Where, in the opinion of the GROUP, no such viable alternative technology exists, work on the TECHNICAL SPECIFICATION shall cease, and the President of ONGO ALLIANCE shall observe the following procedure:

- a) If the IPR owner is a MEMBER,
  - i) the President of ONGO ALLIANCE shall request that MEMBER to reconsider its position.
  - ii) If that MEMBER however decides not to withdraw its refusal to license the IPR, it shall then inform the President of ONGO ALLIANCE of its decision and provide a written explanation of its reasons for refusing to license that IPR, within three months of its receipt of the President's request.
  - iii) The President of ONGO ALLIANCE shall then send the MEMBER's explanation together with relevant extracts from the minutes of the GROUP to the ONGO ALLIANCE Board of Directors for their consideration.
- b) If the IPR owner is a third party,
  - i) the President of ONGO ALLIANCE shall, wherever appropriate, request full supporting details from any MEMBER who has complained that licenses are not available in accordance with Clause 6.1 above and/or request appropriate MEMBERS to use their good offices to find a solution to the problem.
  - ii) Where this does not lead to a solution the President of ONGO ALLIANCE shall write to the IPR owner concerned for an explanation and request ultimately that licenses be granted according to Clause 6.1 above.

- iii) Where the IPR owner refuses the President's request and decides not to withdraw its refusal to license the IPR or does not answer the letter within three months after the receipt of the President's request, the President shall then send the IPR owner's explanation, if any, together with relevant extracts from the minutes of the GROUP to the ONGO ALLIANCE Board of Directors for their consideration.

8.1.3 Prior to any decision by the GROUP, the GROUP should in consultation with the ONGO ALLIANCE President and Secretariat use their judgment as to whether or not the GROUP should pursue development of the concerned parts of the TECHNICAL SPECIFICATION based on the non-available technology and should look for alternative solutions.

## 8.2 Non-availability of licenses after the publication of a TECHNICAL SPECIFICATION

Where, in respect of a published TECHNICAL SPECIFICATION, ONGO ALLIANCE becomes aware that licenses are not available from an IPR owner in accordance with Clause 6.1 above, that TECHNICAL SPECIFICATION shall be referred to the President of ONGO ALLIANCE for further consideration in accordance with the following procedure:

- i) The President shall request full supporting details from any MEMBER or third party who has complained that licenses are not available in accordance with Clause 6.1 above.
- ii) The President shall write to the IPR owner concerned for an explanation and request that licenses be granted according to Clause 6.1 above. Where the concerned IPR owner is a MEMBER, it shall inform the President of ONGO ALLIANCE of its decision and provide a written explanation of its reasons in case of continuing refusal to license that IPR.
- iii) Where the IPR owner refuses the President's request or does not answer the letter within three months, the President shall inform the GROUP and, if available, provide the GROUP with the IPR owner's explanation for consideration. A vote shall be taken in the Board of Directors to immediately refer the TECHNICAL SPECIFICATION to the relevant GROUP to modify it so that the IPR is no longer ESSENTIAL.
- iv) Where the vote in the Board of Directors does not succeed, then the ONGO ALLIANCE President may request appropriate MEMBERS to use their good offices to find a solution to the problem.
- v) Where (iv) does not lead to a solution, then the Board of Directors shall consider what further action may be appropriate, including withdrawal of the TECHNICAL

SPECIFICATION in question.

In carrying out the foregoing procedure due account shall be taken of the interest of the enterprises that have invested in the implementation of the TECHNICAL SPECIFICATION in question.

## **9. ONGO ALLIANCE ownership of IPRs**

9.1. The ownership of the copyright in TECHNICAL SPECIFICATIONS documentation and reports created by ONGO ALLIANCE or any of its GROUPS shall vest in ONGO ALLIANCE but due acknowledgement shall be given to copyrights owned by third parties that are identifiable in ONGO ALLIANCE copyrighted works.

9.2. In general, in the absence of any exceptional circumstances, where SOFTWARE is included in any element of a TECHNICAL SPECIFICATION there shall be no requirement to use that SOFTWARE for any purpose in order for an implementation to conform to the TECHNICAL SPECIFICATION.

9.2.1 Without prejudice to Clause 9.1, any MEMBER contributing SOFTWARE for inclusion in a TECHNICAL SPECIFICATION hereby grants, without monetary compensation or any restriction other than as set out in this Clause 9.2.1, an irrevocable, non-exclusive, worldwide, royalty-free, sub-licensable copyright license to prepare derivative works of (including translations, adaptations, alterations) the contributed SOFTWARE and reproduce, display, distribute and execute the contributed SOFTWARE and derivative works for the following limited purposes:

9.2..1. to ONGO ALLIANCE and MEMBERS to evaluate the SOFTWARE and any derivative works thereof for determining whether to support the inclusion of the SOFTWARE in that TECHNICAL SPECIFICATION;

9.2..2. to ONGO ALLIANCE to publish the SOFTWARE in that TECHNICAL SPECIFICATION; and

9.2..3. to any implementer of that TECHNICAL SPECIFICATION to evaluate the SOFTWARE and any derivative works thereof for inclusion in its implementation of that TECHNICAL SPECIFICATION, and to determine whether its implementation conforms with that TECHNICAL SPECIFICATION.

9.2.2(i) The copyright license granted in Clause 9.2.1 shall also extend to any implementer of that TECHNICAL SPECIFICATION for the purpose of using the SOFTWARE in any compliant implementation unless (ii) the contributing MEMBER gives an irrevocable undertaking in writing at the time of contribution that it is prepared to grant an irrevocable copyright license on fair, reasonable and non-discriminatory terms and conditions for the purpose of using the SOFTWARE in any compliant implementation.

9.2.2 Any MEMBER contributing SOFTWARE for inclusion in a TECHNICAL SPECIFICATION represents and warrants that to the best of its knowledge, it has the necessary copyright rights to license that contribution under Clause 9.2.1 and 9.2.2 to ONGO ALLIANCE, MEMBERS and implementers of the TECHNICAL SPECIFICATION.

Other than as expressly provided in this Clause 9.2.3: (1) SOFTWARE contributed for inclusion in a TECHNICAL SPECIFICATION is provided “AS IS” with no warranties, express or implied, including but not limited to, the warranties of merchantability, fitness for a particular purpose and non-infringement of intellectual property rights and (2) neither the MEMBER contributing SOFTWARE nor ONGO ALLIANCE shall be held liable in any event for any damages whatsoever (including, without limitation, damages for loss of profits, business interruption, loss of information, or any other pecuniary loss) arising out of or related to the use of or inability to use the SOFTWARE.

9.2.2 With respect to the copyright licenses set out in Clause 9.2.1 and 9.2.2, no patent license is granted by implication, estoppel or otherwise.

9.3 In respect of IPRs other than copyright in TECHNICAL SPECIFICATIONS documentation and reports, ONGO ALLIANCE shall only seek ownership of IPRs generated either by its employees or by secondees to ONGO ALLIANCE from organizations who are not MEMBERS.

9.4 ONGO ALLIANCE shall, on request by a non-member, grant licenses to that non-member on fair and reasonable terms and conditions in respect of any IPRs, other than those referred to in Clause 9.1 above, owned by ONGO ALLIANCE. MEMBERS shall be allowed to use IPRs owned by ONGO ALLIANCE free of charge.

## **10 Confidentiality**

The proceedings of a GROUP shall be regarded as non-confidential except as expressly provided below and all information submitted to a GROUP shall be treated as if non-confidential and shall be available for public inspection unless:

- the information is in written or other tangible form; and
- the information is identified in writing, when submitted, as confidential; and
- the information is first submitted to, and accepted by, the chairman of the GROUP as confidential.

CONFIDENTIAL INFORMATION incorporated in a TECHNICAL SPECIFICATION shall be regarded as non-confidential by ONGO ALLIANCE and its MEMBERS, from the date on which



the TECHNICAL SPECIFICATION is published.

The Board of Directors, at their discretion, may either vote to PUBLISH a TECHNICAL SPECIFICATION or designate it as confidential no later than the end of the Review Period described in Section 5. If the Board opts to keep a TECHNICAL SPECIFICATION confidential it may also vote to PUBLISH the document at a later time.

## **11      Reproduction of Documentation**

MEMBERS may make copies of TECHNICAL SPECIFICATIONS documentation produced by ONGO ALLIANCE for their own use free of charge but may not distribute such copies to others.

## **12      Law and Regulation**

The POLICY shall be governed by the laws of New York. However, no MEMBER shall be obliged by the POLICY to commit a breach of the laws or regulations of its country or to act against supranational laws or regulations applicable to its country insofar as derogation by agreement between parties is not permitted by such laws.

## **13      Policy Decisions**

Without prejudice to ONGO ALLIANCE's Bylaws, a change to the Corporation's IPR Policy requires: a) the affirmative vote of two-thirds (2/3) of the Directors (rather than two-thirds (2/3) of Directors present at a meeting of the Board at which a quorum is present); b) unanimous approval of the Sponsor Members pursuant to and in accordance with Section 3.17 of the Bylaws; and c) the approval of the majority of Full Members pursuant to and in accordance with Section 3.17 of the Bylaws.

## **14      Violation of Policy**

Any violation of the POLICY by a MEMBER shall be deemed to be a breach, by that MEMBER, of its obligations to ONGO ALLIANCE. The ONGO ALLIANCE Board of Directors shall have the authority to decide the action to be taken, if any, against the MEMBER in breach, in accordance with the ONGO ALLIANCE Statutes.

## **15      Definitions**

- 1      "ADOPT" shall mean approval by a formal vote of the Board of Directors, the procedures for such formal vote being described in the Bylaws.
- 2      "AFFILIATE" of a first legal entity means any other legal entity:
  - directly or indirectly owning or controlling the first legal entity, or

- under the same direct or indirect ownership or control as the first legal entity, or
- directly or indirectly owned or controlled by the first legal entity, for so long as such ownership or control lasts.

Ownership or control shall exist through the direct or indirect:

- ownership of more than 50 % of the nominal value of the issued equity share capital or of more than 50 % of the shares entitling the holders to vote for the election of directors or persons performing similar functions, or
- right by any other means to elect or appoint directors, or persons who collectively can exercise such control. A state, a division of a state or other public entity operating under public law, or any legal entity, linked to the first legal entity solely through a state or any division of a state or other public entity operating under public law, shall be deemed to fall outside the definition of an AFFILIATE.

- 3 **"CONFIDENTIAL INFORMATION"** shall mean all information deemed to be confidential pursuant to Clause 10 of the POLICY disclosed directly or indirectly to the MEMBER.
- 4 **"ESSENTIAL"** as applied 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 standardization, to make, sell, lease, otherwise dispose of, repair, use or operate EQUIPMENT or METHODS which comply with a TECHNICAL SPECIFICATION without infringing that IPR. For the avoidance of doubt in exceptional cases where a TECHNICAL SPECIFICATION can only be implemented by technical solutions, all of which are infringements of IPRs, all such IPRs shall be considered ESSENTIAL.
- 5 **"EQUIPMENT"** shall mean any system, or device fully conforming to a TECHNICAL SPECIFICATION.
- 6 **"GROUP"** shall mean any Group or Working Group as defined in the Bylaws of ONGO ALLIANCE whose scope includes the drafting of a candidate TECHNICAL SPECIFICATION for ADOPTION.
- 7 **"IPR"** shall mean any patent, copyright, or other intellectual property right conferred by statute law including applications therefor other than trademarks. For the avoidance of doubt rights relating to confidential information, trade secrets or the like are excluded from the definition of IPR.
- 8 **"LTE-CBRS"**, shall mean the application of LTE-based technologies to the US CBRS 3.5 GHz spectrum band.

- 9     **"MANUFACTURE"**, shall mean production of EQUIPMENT.
- 10    **"MEMBER"** shall have the definition given to that term in the Bylaws. The use of the term "Member" shall not be deemed to grant such person or entity any of the voting or other rights specified in Section 5056(a) of the California Corporations Code. References to a Member shall wherever the context permits be interpreted as references to that Member and its AFFILIATES.
- 11    **"METHODS"** shall mean any method or operation fully conforming to a TECHNICAL SPECIFICATION.
- 12    **"PATENT FAMILY"** shall mean all the documents having at least one priority in common, including the priority document(s) themselves. For the avoidance of doubt, "documents" refers to patents, utility models, and applications therefor.
- 13    **"POLICY"** shall mean ONGO ALLIANCE's Intellectual Property Rights Policy.
- 14    **"PUBLISH"** shall mean make available to the public free of charge.
- 15    **"SOFTWARE"** shall mean:
- a set of instructions written in any programming language that either directly, or when further compiled, performs a function when executed by hardware that processes data according to instructions, such as an audio or video CODEC; but also
  - data and stream structure definitions, such as ASN.1, TTCN, or XML data representations; and
  - schema examples, such as SDL diagrams and data flow charts;
- which can be transformed, either directly, or when further compiled, into usable/implementable code.
- 16    **"SPONSOR MEMBER"** shall have the definition given to that term in the Bylaws. The use of the term "Member" shall not be deemed to grant such person or entity any of the voting or other rights specified in Section 5056(a) of the California Corporations Code. References to a Sponsor Member shall wherever the context permits be interpreted as references to that Sponsor Member and its Affiliates.
- 17    **"TECHNICAL SPECIFICATION"** shall mean any Technical Specification (TS) ADOPTED by ONGO ALLIANCE including options therein or amended version including drafts, the Technical Specifications of which are available to all MEMBERS, but not including any technical specifications, or parts thereof, not made by ONGO ALLIANCE.

The date on which a TECHNICAL SPECIFICATION is considered to be adopted by ONGO ALLIANCE for the purposes of this POLICY shall be the date on which the technical content of that TECHNICAL SPECIFICATION was available to all MEMBERS.

**Annex 6 - Appendix A: IPR Licensing Declaration forms**

<b><u>IPR HOLDER / ORGANISATION (“Declarant”)</u></b>	
Legal Name: _____	
<b><u>CONTACT DETAILS FOR LICENSING INFORMATION:</u></b>	
Name and Title: _____	
Department: _____	
Address: _____	
telephone: _____	Fax: _____
mail: _____	URL: _____
<b><u>GENERAL IPR LICENSING DECLARATION</u></b>	
In accordance with Clause 6.1 of the CBRS ALLIANCE IPR Policy the Declarant and/or its AFFILIATES hereby informs ONGO ALLIANCE that <i>(check one box only)</i> :	
<input type="checkbox"/>	with reference to ONGO ALLIANCE TECHNICAL SPECIFICATION(S) No.: _____, or
<input type="checkbox"/>	with reference to ONGO ALLIANCE _____ Project(s): _____, or with reference to all ONGO ALLIANCE TECHNICAL SPECIFICATIONS
and with reference to <i>(check one box only)</i> :	
<input type="checkbox"/>	IPR(s) contained within technical contributions made by the Declarant and/or its AFFILIATES, or any IPRs
the Declarant hereby irrevocably declares that (1) it and its AFFILIATES are prepared to grant irrevocable licenses under its/their IPR(s) on terms and conditions which are in accordance with Clause 6.1 of the CBRS ALLIANCE IPR Policy, in respect of the TECHNICAL SPECIFICATION(S), or the ONGO ALLIANCE Project(s), as identified above, to the extent that the IPR(s) are or become, and remain ESSENTIAL to practice that/those TECHNICAL SPECIFICATION(S) or, as applicable, any TECHNICAL SPECIFICATION resulting from proposals or Work Items within the current scope of the above identified CBRS ALLIANCE Project(s), for the field of use of practice of such TECHNICAL SPECIFICATION; and (2) it will comply with Clause 6.1bis of the ONGO ALLIANCE IPR Policy with respect to such ESSENTIAL IPR(s).	
<input type="checkbox"/>	This irrevocable undertaking is made subject to the condition that those who seek licenses agree to reciprocate. <b>(check box if applicable).</b>
The construction, validity and performance of this General IPR licensing declaration shall be governed by the laws of New York. Terms in ALL CAPS on this form have the meaning provided in Clause 16 of the CBRS ALLIANCE IPR Policy.	
<b><u>SIGNATURE</u></b>	
By signing this General IPR Licensing Declaration form, you represent that you have the authority to bind the Declarant and/or its AFFILIATES to the representations and commitments provided in this form.	
Name of authorized person: _____	
Title of authorized person: _____	
Place, Date: _____	
Signature: _____	
<i>Please return this form duly signed to: ONGO ALLIANCE President</i>	

# IPR INFORMATION STATEMENT AND LICENSING DECLARATION

## **IPR HOLDER / ORGANISATION (“Declarant”)**

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

## **CONTACT DETAILS FOR LICENSING INFORMATION:**

Name and Title: \_\_\_\_\_

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

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

Telephone: \_\_\_\_\_ Fax: \_\_\_\_\_

Email: \_\_\_\_\_ URL: \_\_\_\_\_

## **IPR INFORMATION STATEMENT**

In accordance with Clause 4.1 of the ONGO ALLIANCE IPR Policy the Declarant and/or its AFFILIATES hereby informs ONGO ALLIANCE that it is the Declarant’s and/or its AFFILIATES’ present belief that the IPR(s) disclosed in the attached *IPR Information Statement Annex* may be or may become ESSENTIAL in relation to at least the CBRS ALLIANCE Work Item(s) and/or TECHNICAL SPECIFICATION(S) identified in the attached *IPR Information Statement Annex*.

The Declarant and/or its AFFILIATES (**check one box only**):

- are the proprietor of the IPR(s) disclosed in the attached *IPR Information Statement Annex*.
- are not the proprietor of the IPR(s) disclosed in the attached *IPR Information Statement Annex*.

## **IPR LICENSING DECLARATION**

In accordance with Clause 6.1 of the ONGO ALLIANCE IPR Policy the Declarant and/or its AFFILIATES hereby irrevocably declares the following (**check one box only, and subordinate box, where applicable**):

- To the extent that the IPR(s) disclosed in the attached *IPR Information Statement Annex* are or become, and remain ESSENTIAL in respect of the ONGO ALLIANCE Work Item, and/or TECHNICAL SPECIFICATION identified in the attached *IPR Information Statement Annex*, the Declarant and/or its AFFILIATES are (1) prepared to grant irrevocable licenses under this/these IPR(s) on terms and conditions which are in accordance with Clause 6.1 of the ONGO ALLIANCE IPR Policy; and (2) will comply with Clause 6.1bis of the ONGO ALLIANCE IPR Policy.

- This irrevocable undertaking is made subject to the condition that those who seek licenses agree to reciprocate (**check box if applicable**).

The Declarant and/or its AFFILIATES are not prepared to make the above IPR Licensing Declaration (reasons may be explained in writing in the attached *IPR Licensing Declaration Annex*).

The construction, validity and performance of this IPR information statement and licensing declaration shall be governed by the laws of New York. Terms in ALL CAPS on this form have the meaning provided in Clause 16 of the ONGO ALLIANCE IPR Policy.

## **SIGNATURE**

By signing this IPR Information Statement and Licensing Declaration form, you represent that you have the authority to bind the Declarant and/or its AFFILIATES to the representations and commitments provided in this form.

Name of authorized person: \_\_\_\_\_

Title of authorized person: \_\_\_\_\_

Place, Date:

Signature:

*Please return this form duly signed to: CBRS ALLIANCE President*

**IPR Information Statement Annex**

or CBRS CONSORTIUM Work Item				Proprietor	No.	Publication No.	Patent/Application Title	Country of registration	FURTHER		
Project or Technical Specification name	Work Item or Technical Specification No.	Illustrative Specific part of the Technical Specification (e.g. Section)	Version (V.X.X.X)						Other members of this PATENT11603250.5 if any *		
							Application No. Publication No. Country of registration				
e.g. UMTS	ONGO ALLIANCE TS 125 215	6.1.1.2	V.3.5.0	Abcd		EP 1131972	Scheduling of related measurements	EPC CONTRACTING STATES (		AU 12740/00	Australia
										CN 99813100.8	China P.R.
										FI 108270	Finland
										JP 11-318161	Japan
										US 6532226	USA

\* Information on other members of a PATENT FAMILY is provided voluntarily (Clause 4.3 of the CBRS ALLIANCE IPR Policy).

Please return this form together with the "IPR Information Statement and Licensing Declaration form" to:  
TBD

## IPR Licensing Declaration Annex

### Optional written explanation of reasons for not making the IPR Licensing Declaration

The Declarant and/or its AFFILIATES are unwilling to grant irrevocable licenses under the IPR(s) disclosed in the attached *IPR Information Statement Annex* on terms and conditions which are in accordance with Clause 6.1 of the ONGO ALLIANCE IPR Policy.

The Declarant and/or its AFFILIATES are unable to grant irrevocable licenses under the IPR(s) disclosed in the attached *IPR Information Statement Annex* on terms and conditions which are in accordance with Clause 6.1 of the ONGO ALLIANCE IPR Policy, because

the Declarant and/or its AFFILIATES are not the proprietor of the IPR(s) disclosed in the attached *IPR Information Statement Annex*,

the Declarant and/or its AFFILIATES do not have the ability to license the IPR(s) disclosed in the attached *IPR Information Statement Annex* on terms and conditions which are in accordance with Clause 6.1 of the ONGO ALLIANCE IPR Policy. In this case, please provide Contact information of those who may have this ability:

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

Name and Title: \_\_\_\_\_

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

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

Telephone: \_\_\_\_\_ Fax: \_\_\_\_\_

Email: \_\_\_\_\_

Other reasons (please specify):


*Please return this form together with the “IPR Information Statement and Licensing Declaration form” to: ONGO ALLIANCE President*