

Open Device Alliance

Intellectual Property Rights Policy

Adopted under ODA Bylaws Article VI

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Supersedes	N/A

ARTICLE I: PURPOSE AND SCOPE

1. Purpose and Scope

1.1 Purpose

The Open Device Alliance (the “Alliance”) produces specifications, test plans, compliance matrices, and certification programs that members and third parties implement in commercial products. Those outputs may be covered by patents, copyrights, trade secrets, and trademarks held by contributors and by the Alliance. This Intellectual Property Rights Policy (the “IPR Policy” or “Policy”) governs all intellectual property contributed to, created by, or associated with Alliance activities. Its objectives are to keep specification development fair, transparent, and open; give implementers licensing certainty while fairly respecting contributors’ rights; require timely disclosure of essential IP to prevent patent ambush; protect the Alliance’s own IP; and comply with applicable intellectual-property and antitrust laws.

This Policy implements ODA Bylaws Article VI and satisfies the Board’s obligation under §6.3(b) to adopt an IPR Policy within one hundred eighty (180) days of incorporation. Until it is formally adopted, the principles of Bylaws Article VI govern all IP contributions. The Policy is made available to all Members and is incorporated into the Membership Agreement (Bylaws §6.3(c)). If this Policy conflicts with the Bylaws, the Bylaws control.

1.2 Who and What Is Covered

This Policy binds all member organizations and their representatives, and all non-member guests, advisors, and observers who participate in any Alliance activity where technical contributions are discussed or adopted. It covers all IP contributed to, incorporated into, or created in connection with Alliance

specifications, test plans, compliance matrices, certification programs, and reference implementations, as well as all Alliance-owned IP (the ODA Certified mark, specification texts, test plans, and Alliance tools). Participation in any Alliance technical activity — submitting a contribution, presenting, or otherwise helping develop a deliverable — constitutes acceptance of this Policy.

ARTICLE II: DEFINITIONS

2. Definitions

Alliance Specification — Any normative technical document produced through the Alliance's WG/TG processes and ratified by the Board, including certification specifications, interoperability test plans, compliance matrices, and the device classification guide.

Contribution — Any written submission, presentation, proposal, draft text, test methodology, software code, or other material submitted to the Alliance for potential incorporation into a deliverable.

Contributor — Any member, guest, observer, or other person who makes a Contribution.

Essential Patent Claim — Any claim, in any jurisdiction, that would necessarily be infringed by a conformant implementation of an Alliance Specification — i.e., where there is no technically and commercially reasonable alternative means of implementing the Specification that avoids the claim.

Excluded Claim — A patent claim a Contributor has identified in a timely Exclusion Notice as one for which it will not make a RAND/FRAND commitment (see §5.4).

RAND/FRAND — Reasonable and Non-Discriminatory / Fair, Reasonable, and Non-Discriminatory. A commitment to license Essential Patent Claims on terms that are fair, reasonable, and non-discriminatory. The terms are used interchangeably in this Policy.

RAND/FRAND Declaration — A written commitment (Appendix A) by which a Contributor agrees to license its Essential Patent Claims on RAND/FRAND terms to implementers of the relevant Specification, binding for the life of those claims and surviving membership termination.

Implementer — Any person or organization that implements an Alliance Specification in a product or service, whether or not a member. A Member Implementer is a current member in good standing; a Non-Member Implementer is not a member.

ODA Certified Mark — The Alliance's certification trademark, usable only on devices that have passed ODA certification and hold a valid certificate of conformance.

Pre-Existing IP — Intellectual property owned or controlled by a Contributor before, or independently of, a Contribution.

Specification Text — The written text of an Alliance Specification — normative and informative content, tables, diagrams, exhibits — as distinct from any underlying patented technology it describes.

ARTICLE III: OWNERSHIP OF INTELLECTUAL PROPERTY

3. Ownership of Intellectual Property

3.1 Pre-Existing IP and Patents

Contributors retain full ownership of all Pre-Existing IP. Nothing in this Policy transfers ownership of any patent, copyright, trade secret, or trademark to the Alliance, except the copyright license in §3.2. Contributors keep ownership of all patents, including those with Essential Patent Claims subject to RAND/FRAND: the commitment is a licensing obligation, not a transfer of ownership.

3.2 Copyright in Specification Text

By submitting a Contribution for inclusion in a Specification, the Contributor grants the Alliance a perpetual, irrevocable, worldwide, royalty-free, non-exclusive license to reproduce, publish, distribute, modify, and sublicense the contributed text and any derivative works as part of any Alliance Specification or related document; this license survives membership termination. The Alliance owns the copyright in the compiled Specification Text of each ratified Specification as a collective work and holds the right to publish, update, and license it. Contributors may not withdraw permission to continue using text incorporated into a ratified Specification.

3.3 Trade Secrets and Know-How

Trade secrets or confidential know-how shared in Alliance activities are subject to Article VIII and the Code of Conduct. Sharing such material in a contribution does not by itself waive trade-secret protection, provided it is clearly marked confidential at submission. The Alliance will not incorporate material marked confidential into a publicly released Specification without the Contributor's written consent.

3.4 Software Contributions

Contributors retain ownership of contributed software but grant the Alliance a perpetual, irrevocable, worldwide, royalty-free license to use, reproduce, modify, distribute, and sublicense it as part of the relevant deliverable under the open-source license the Board designates for that deliverable (e.g., Apache 2.0, MIT, BSD). No software is accepted into a deliverable until a license is designated, and contributors must confirm they have the right to contribute under that license and that the code carries no incompatible third-party terms.

3.5 Alliance-Owned IP

The Alliance exclusively owns the ODA Certified mark and all associated marks (governed by Article IX); the compiled text of ratified Specifications as collective works; and any IP created by Alliance staff or contractors in the course of their duties, assigned to the Alliance under applicable work-for-hire or assignment provisions.

ARTICLE IV: DISCLOSURE OF ESSENTIAL PATENTS

4. Disclosure of Essential Patents

4.1 Duty to Disclose

Every participant in Alliance technical activities must timely disclose any patent or application they are aware of that may contain Essential Patent Claims for a Specification under development. The duty covers claims held by the participant, by their employer (or entities under common control), and claims the participant has the right to license or is aware of through their professional activities. Disclosure is due at the earliest opportunity — ideally before the relevant proposal is tabled — and must not be withheld until after ratification. Deliberately withholding known Essential Patent Claims (patent ambush) is a material breach of this Policy and may violate antitrust law. This Policy imposes no obligation to conduct a patent search; the duty extends only to claims of which the participant is actually aware.

4.2 Procedure

Disclosures are submitted in writing to the Secretary using the Patent Disclosure Form (Appendix B), identifying the disclosing party and employer; the patent or application number(s) (or a sufficient description if no number is available); the Specification(s) or technical area affected; and whether the party will make a RAND/FRAND commitment, claim an Exclusion, or needs more time to evaluate (not to exceed thirty (30)

days). Disclosures are recorded in the Patent Disclosure Register maintained by the IPR Committee, available to members in the portal and published in summary form alongside each ratified Specification.

4.3 Timing

If a participant is aware of potentially Essential Patent Claims before contributing, disclosure accompanies the Contribution. If awareness arises during development, disclosure is due at the next WG/TG meeting or within ten (10) business days, whichever is sooner. If awareness arises after ratification, disclosure is due within thirty (30) days; late disclosure does not relieve the obligation to offer RAND/FRAND terms.

4.4 Non-Members

Non-member guests and observers are subject to the same disclosure obligations as members. Each WG/TG Chair informs guests and observers of this obligation before they take part in any technical discussion.

ARTICLE V: RAND/FRAND LICENSING COMMITMENTS

5. RAND/FRAND Licensing Commitments

5.1 Universal Commitment

Every Contributor whose Contribution is incorporated into a ratified Specification must execute a RAND/FRAND Declaration (Appendix A) for all related Essential Patent Claims, submitted to the Secretary before the Contribution is voted for incorporation. This commitment is the foundation of the Policy — it lets implementers rely on licensing availability. A Contribution that cannot be accompanied by a RAND/FRAND Declaration (or a confirmed Exclusion under §5.4) will not be accepted into a Specification.

5.2 Scope of the Commitment

A RAND/FRAND Declaration commits the Contributor to license the identified Essential Patent Claims to any Implementer who requests a license for conformant implementation; on terms that are reasonable, fair, and non-discriminatory — the same categories of terms available to all similarly situated Implementers, with reasonable royalty rates and no unreasonable conditions; to both Members and Non-Members; at multiple supply-chain levels (component, module, device, system) as appropriate to avoid royalty stacking; and for the life of the claims, regardless of continued membership. The obligation survives membership termination.

5.3 Member vs. Non-Member Terms

Non-discrimination is the baseline. A Contributor may offer Members more favorable terms only if: terms to Non-Members independently satisfy RAND/FRAND (member terms do not set the non-member floor); any differential rests on objectively justifiable factors (e.g., reciprocal membership benefits, administrative cost, volume commitments) and is not used to exclude non-members from the market; non-members are never required to join as a condition of obtaining a license (membership may be a path to better terms, not the only path to any license); and the differential is not so large as to make non-member terms commercially unreasonable.

RAND/FRAND Principles at a Glance

Reasonable — Royalties reflect the incremental value of the patented technology, not the value of the Specification itself.

Non-discriminatory — The same categories of terms for similarly situated Implementers; no refusal to license on pretextual grounds.

Fair — No conditions disproportionate to the licensing need or that unreasonably disadvantage a party.

No exclusion — Non-members can obtain a RAND/FRAND license; membership may be a path to better terms but not the only path to any license.

Survival — Obligations persist after membership ends and for the life of the Essential Patent Claims.

5.4 Exclusions

A Contributor may exclude specific claims from the RAND/FRAND commitment by submitting an Exclusion Notice to the Secretary before the relevant Contribution is tabled; exclusions filed after tabling are ineffective as to that Contribution. The notice must identify the excluded claims with enough specificity for the WG/TG to assess whether the Specification can be redesigned to avoid them. On receipt, the Chair notifies participants and evaluates redesign; if feasible, the Specification should be redesigned. Contributions subject to unresolved Exclusions may not be incorporated into a ratified Specification without a two-thirds (2/3) vote of the WG's voting members and notice to the Board. The Patent Disclosure Register notes any Exclusions so implementers know a separate license must be negotiated for the excluded claims.

5.5 Royalty-Free Election

A Contributor may license Essential Patent Claims royalty-free; this satisfies the RAND/FRAND commitment and is encouraged for foundational interoperability claims where broad adoption is the goal. The election is indicated in the RAND/FRAND Declaration and is irrevocable once the Specification is ratified.

5.6 Reciprocity

A Contributor may condition its RAND/FRAND (or royalty-free) license on a reciprocal license from the licensee for the licensee's Essential Patent Claims essential to the same Specification. Reciprocity must be stated in the Declaration, may only reach claims for the same Specification (not unrelated patents or cross-portfolio demands), and may not be applied selectively without a documented, objective rationale.

ARTICLE VI: COPYRIGHT LICENSE TO IMPLEMENT

6. Copyright License to Implement

6.1 License Grant

The Alliance grants all Implementers — members and non-members alike — a royalty-free, worldwide, non-exclusive, perpetual license to reproduce and implement the normative content of ratified Specifications to design, manufacture, and sell conforming products and services, including reproducing excerpts in product documentation, datasheets, and conformance declarations as needed to describe compliance.

6.2 Restrictions

This license does not permit republishing a complete Specification under a different name or as a competing standard without written consent; modifying Specification Text and presenting it as an ODA Specification or as ODA-compliant; or using Specification Text for purposes unrelated to implementation (e.g., paid commercial publication or training) without a separate written license.

6.3 Attribution

Any reproduction of Specification Text must identify the Specification by document ID and version number. The Board adopts a standard attribution format.

ARTICLE VII: IPR DISPUTE RESOLUTION

7. IPR Dispute Resolution

7.1 Scope

This process covers disputes about whether a claim is an Essential Patent Claim; whether a RAND/FRAND Declaration was properly made or covers the claimed scope; whether proposed terms satisfy RAND/FRAND; whether an Exclusion Notice was timely and proper; the scope of the copyright license under §6.1; and unauthorized use of the ODA Certified mark. Questions of patent validity and infringement are matters for courts of competent jurisdiction and are outside this internal process, which resolves only obligations arising under this Policy.

7.2 IPR Committee Resolution

Disputes are first submitted in writing to the Secretary for the IPR Committee, which acknowledges receipt within five (5) business days, convenes the parties within twenty (20) business days, and issues a written recommendation within forty-five (45) days setting out its view and a proposed resolution. The Committee may engage independent technical or legal experts; costs are shared equally unless the Committee finds one party's position clearly unreasonable.

7.3 Escalation and External Remedies

If the recommendation does not resolve the dispute, either party may escalate to the Board within thirty (30) days; the Board issues a final determination within sixty (60) days. The Board's determination binds participants as to Alliance activities but does not preclude independent legal remedies. Parties may also agree to non-binding mediation; failing resolution, either party may pursue remedies in the jurisdiction specified in the Alliance Bylaws (Austin, Texas) for governance disputes, while patent infringement, validity, and RAND/FRAND rate disputes may be brought in any court of competent jurisdiction.

7.4 Alliance Neutrality

The Alliance is a neutral standards body and takes no side in licensing disputes between a Contributor and an Implementer. Its process is limited to obligations under this Policy, and the Alliance will not represent any party in external litigation.

ARTICLE VIII: CONFIDENTIALITY

8. Confidentiality

Confidentiality of Alliance materials is governed by the Code of Conduct (ODA-POLICY-COC-001, Article V); this Article addresses IPR-specific points. Unreleased draft Specifications, closed-session records, unpublished patent-application details in the Register, IPR dispute submissions, and IPR Committee deliberations are confidential and shared only with participants who have a legitimate need. Specific royalty-rate terms in a RAND/FRAND Declaration may be kept confidential by agreement, but the existence of the Declaration and the identity of the Contributor are always public.

The patent landscape for each Specification is public: the existence of all disclosures and RAND/FRAND Declarations — including the disclosing party's identity, the patent numbers, and whether a commitment or Exclusion was made — is published by the Alliance alongside each ratified Specification so implementers can assess their licensing needs. Confidentiality obligations survive membership termination for three (3) years for non-public materials, and indefinitely for trade secrets disclosed in confidence.

ARTICLE IX: ODA CERTIFIED CERTIFICATION MARK

9. ODA Certified Certification Mark

9.1 Ownership

The ODA Certified mark and all related marks, logos, and certification identifiers are the exclusive property of the Alliance, which will register the mark as a certification mark with the USPTO and in other jurisdictions as the Board determines.

9.2 Authorized Use

The mark may be used only on a device model that has passed ODA certification under the applicable WG1 Certification Specification and holds a valid, current certificate of conformance; in accordance with the Alliance's Trademark Usage Guidelines (a separate Board-adopted document); and for the duration of the certification, valid two (2) years from issuance subject to the WG1 lifecycle provisions.

9.3 Prohibited Use

It is infringement to use the mark on a device that has not been certified or whose certification has expired, been superseded, or been revoked; in a way that falsely implies ODA endorsement of an uncertified product or organization; in modified form (colors, proportions, elements); or to denote membership status rather than device certification.

9.4 Enforcement

The Alliance actively enforces its trademark rights. Unauthorized use may result in a cease-and-desist demand, suspension or termination of membership, revocation of certificates of conformance, and legal action for infringement including injunctive relief and damages.

ARTICLE X: IPR COMMITTEE

10. IPR Committee

Under Bylaws §6.3(a), the Board designates an IPR Committee (or equivalent function) as the primary administrative body for this Policy; until it is designated, the Board performs these functions. The Committee maintains and publishes the Patent Disclosure Register; processes RAND/FRAND Declarations and Exclusion Notices; administers dispute resolution under Article VII; monitors compliance with disclosure obligations and reports material failures to the Board; reviews this Policy annually and recommends amendments for changes in law or practice; advises WG/TG Chairs on IPR issues; oversees registration, maintenance, and enforcement of Alliance trademarks including the ODA Certified mark; and reports to the Board at each regular meeting on open disclosures, pending Declarations, active disputes, and significant IPR developments.

ARTICLE XI: CONSEQUENCES OF VIOLATION

11. Consequences of Violation

Depending on severity, violations may result in rejection of a Contribution lacking a required RAND/FRAND Declaration or Exclusion Notice; removal of incorporated Specification text if a required disclosure or Declaration is not cured within a period set by the IPR Committee; suspension of the violating member's participation in the relevant WG/TG pending resolution; termination of membership under the Bylaws for

material or repeated violations; legal action for unauthorized use of the ODA Certified mark; and referral to government authorities where conduct may amount to patent ambush or other antitrust violations.

ARTICLE XII: REVIEW AND AMENDMENT

12. Review and Amendment

This Policy is reviewed annually by the IPR Committee (or the Board, until the Committee is designated). Amendments require a two-thirds (2/3) vote of the Board after written rationale and legal review; members are notified at least fourteen (14) days before amendments take effect, and major amendments that materially affect member rights or obligations are circulated for member comment for at least thirty (30) days before adoption.

REVISION HISTORY

Version	Date	Author	Description
1.0.0	2026-05-05	Trevor McLaughlin	Initial adoption. Aligned to Bylaws Article VI; styled to match ODA-POLICY-ANTITRUST-001.
1.0.1	2026-07-08	Trevor McLaughlin	Ratified ODA Code of Conduct

APPENDIX A: RAND/FRAND DECLARATION FORM

Completed by each Contributor with Essential Patent Claims and submitted to the Secretary before the relevant Contribution is tabled for adoption.

Declarant (Organization)	
Authorized Representative / Title	
Email / Date	
Specification(s) Covered	<i>Identify by document ID or technical area</i>
Patent / Application Number(s)	<i>List all known Essential Patent Claims or application numbers</i>
Licensing Commitment	<i>RAND/FRAND / Royalty-Free / RAND/FRAND with Reciprocity / Royalty-Free with Reciprocity</i>
Reciprocity Terms (if any)	<i>Describe any reciprocity condition</i>
Member / Non-Member Differential	<i>Describe any differential, or state: None</i>
Declaration. The undersigned commits, on behalf of the Declarant, to license the Essential Patent Claims identified above — and any others in the identified Specification(s) it later	

becomes aware of — to any Implementer who requests a license, on RAND/FRAND (or royalty-free, if elected) terms as required by the ODA IPR Policy (ODA-POLICY-IPR-001). This commitment binds the Declarant and its successors and assigns, is irrevocable as to the identified Specification(s) once ratified, survives membership termination, and is made with authority on behalf of all affiliated entities whose patents may contain Essential Patent Claims for those Specification(s).

Authorized Signature:
Printed Name / Title:
Date:
Organization:
Received by Secretary:
Register Entry #:

APPENDIX B: PATENT DISCLOSURE FORM

Completed upon becoming aware of any patent or application that may contain Essential Patent Claims for any Alliance Specification under development.

Disclosing Party (Organization)	
Representative Name / Date	
Patent / Application Number(s)	List all numbers being disclosed
Jurisdiction(s)	e.g., US, EP, CN, WO (PCT)
Specification(s) / Technical Area	Identify the specification or WG/TG
Relevance	How may the claims be essential to the specification?
Licensing Position	Will make RAND/FRAND Declaration / Will submit Exclusion Notice / Evaluating (≤ 30 days)

Signature:
Printed Name:
Date:
Organization:
Received by Secretary:
Register Entry #: