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# UCAIug Intellectual Property Rights Policy

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UCAIug IPR Policy

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## CONTENTS

1	Introduction .....	1
1.1	Background .....	1
1.2	Purpose .....	1
2	Development and Use of UCAlug Documents .....	1
2.1	Use of Public Documents .....	2
2.2	Use of Private Documents .....	2
2.3	Copyright, Trade Secret, Patent and Applicable Laws .....	2
3	Warranties .....	2
4	IPR .....	3
4.1	Contributions .....	3
4.2	IPR Disclosures: .....	3
4.3	IPR repository .....	4
5	Recommendations .....	4
6	Notifications .....	4
6.1	No Identified IPR .....	4
6.2	Identified IPR .....	4
7	UCAlug IPR Disclosure Form .....	6
8	Definitions: .....	9

## **1 Introduction**

UCA International Users Group (UCAlug) is a non-profit corporation that is incorporated in the State of Washington. UCAlug is also exempt from Federal Income Tax pursuant to Section 501(c)(3) of the Internal Revenue Code of 1986, as amended.

### ***1.1 Background***

The following User Communities are included within UCAlug: (1) IEC 61850 users group; (2) Common Information Model users group; and (3) Open Smart Grid users group. UCAlug and its user communities are focused on assisting Users and Vendors in the deployment of International Standards “for real-time applications of hardware and/or software systems in several industries that have related data acquisition, control and automation requirements” (referred to herein as “Communication Systems”). While UCAlug does not write any standards for Communication Systems, it works closely with those organizations that are primarily responsible for creating and maintaining such standards (notably IEC TC 57: Power Systems Management and Associated Information Exchange).

### ***1.2 Purpose***

UCAlug created this IPR Policy (the “IPR Policy”) for the purpose of providing practical guidance to Users of UCAlug documents and to UCAlug Technical Committees and Working Groups regarding intellectual property right (“IPR”) matters. UCAlug creates different types of documents through its committees. These documents may contain IPR. Considering that technical experts are normally not familiar with the complex issue of IPR, this IPR Policy was drafted as a checklist to cover different cases which may arise if a Recommendation/Deliverable requires one or more licenses to be implemented.

## **2 Development and Use of UCAlug Documents**

UCAlug Members work in a collaborative effort on behalf of or at the direction of UCAlug and/or its committees to identify, develop, create and publish documents that contain requirements, implementation agreements and training materials. SDOs (Standards Development Organizations) use those documents and the requirements contained therein to develop standards. Those requirements define how devices and applications that follow these standards should perform.

Documents must be approved by the UCAlug Technical Committees before becoming final documents of the UCAlug. Once a document is finalized, it is published and posted by UCAlug as either a Public Document or Private Document. Any such document may contain IPR of the Contributor. All Public Documents and Private Documents are copyrighted by UCAlug to prevent the unauthorized copying, distribution and use of such documents in violation of the United States copyright laws; however, the copyright does not include the IPR of the Contributor since that is the property of the Contributor. Except as provided under sections 2.1 and 2.2

below, UCAIug Public Documents and Private Documents may NOT be posted publicly on any Server, other than UCAIug Servers, or any other media allowing either restricted or unrestricted access without the express prior permission of UCAIug. Links to these Documents may be posted on Servers other than UCAIug Servers.

## ***2.1 Use of Public Documents***

Public Documents may be used by any Member or non-Member for the following purposes: for reference; for creating Derivative Works; for Sharing; for such other uses as long as such uses are in full compliance with the Berne Convention with respect to international Copyright Laws; and for such other purposes deemed appropriate by UCAIug and approved in advance, in writing, by UCAIug.

## ***2.2 Use of Private Documents***

Private Documents may be used by any Member for the following purposes: for reference for creating Derivative Works; and for such other uses as long as such uses are in full compliance with the Berne Convention with respect to international Copyright Laws; and for such other purposes deemed appropriate by UCAIug and approved in advance, in writing, by UCAIug. Each Corporate Member is only allowed to use Private Documents internally. Corporate Members are not allowed to share Private Documents with any person or Entity outside their respective Entity. Individual Members are allowed to use Private Documents for their own personal use. Individual Members are not allowed to share Private Documents with anyone. Individual Members working for or under contract with Corporate Members are allowed to use Private Documents the same as the Corporate Member.

## ***2.3 Copyright, Trade Secret, Patent and Applicable Laws***

Any Member or non-Member that uses Public Documents or Private Documents must comply with all United States of America and International copyright, trade secret, patent and other applicable laws in connection with the use and distribution of such Documents, including compliance with the Berne Convention, except as otherwise specified in this IPR Policy. Members and non-Members that do not comply with these requirements may be subject to applicable damages, sanctions and such other equitable relief as a court deems appropriate, including paying all of the costs and fees, including legal fees of UCAIug and the affected UCAIug Member whose IPR is involved.

## **3 Warranties**

**ALL PUBLIC DOCUMENTS AND PRIVATE DOCUMENTS ARE PROVIDED “AS IS”, WITH ALL FAULTS AND WITHOUT ANY WARRANTIES OF ANY TYPE WHATSOEVER. UCAIug PROVIDES NO WARRANTIES OF ANY TYPE IN CONNECTION WITH ANYTHING CONTAINED IN ANY PUBLIC DOCUMENT OR PRIVATE DOCUMENT. UCAIug HEREBY DISCLAIMS ANY AND ALL WARRANTIES OF ANY NATURE WHATSOEVER, WHETHER EXPRESSED OR IMPLIED, INCLUDING WITHOUT LIMITATION, THE**

**WARRANTIES OF MERCHANTABILITY OR FITNESS FOR A PARTICULAR PURPOSE, REGARDING ANY INFORMATION DISCLOSED DURING ANY UCAlug EVENT OR OTHERWISE PUBLISHED (EITHER PUBLICLY OR PRIVATELY) OR PROVIDED BY UCAlug IN ANY MEDIA OR FORMAT. THE USER OF ANY UCAlug CONTENT IN ANY PUBLIC DOCUMENT OR PRIVATE DOCUMENT ACKNOWLEDGES THAT SUCH USE IS AT SUCH USER’S SOLE RISK AND THE USER THEREOF BEARS ALL LIABILITY AND RESPONSIBILITY FOR SUCH USE AS WELL AS THE RESULTS ARISING FROM SUCH USE.**

## **4 IPR**

Public Documents or Private Documents may or may not contain the information included in the IPR Disclosure Form. This is important so that such Documents do not have to be updated by UCAlug when information in the IPR database changes.

### ***4.1 Contributions***

Any Sharing of any Contribution during any UCAlug Activity shall be deemed to have occurred on a non-confidential basis. No valid copyright, trade secret or patent right shall be deemed to have been waived by such Sharing as long as the Contributor complies with Section 4.2 below in advance of any such Sharing.

### ***4.2 IPR Disclosures:***

Any Contributor who knows or should have known that IPR is or may be included in his Contribution to a Public Document or a Private Document must disclose such IPR to UCAlug as soon as reasonably practical. Failure to disclose IPR allows UCAlug to take whatever action it deems appropriate. THERE ARE NO EXCEPTIONS TO THIS RULE.

Contributors and Users acknowledge that UCAlug was not formed for and is unable to verify the validity of any IPR and that all such information is being provided “AS IS”. Users of Public Documents and Private Documents should consult the UCAlug web page <http://www.ucaiug.org> for IPR disclosed to UCAlug. IPR disclosures are made by following the instructions at [http://www.ucaiug.org/ipr\\_instructions](http://www.ucaiug.org/ipr_instructions).

A third party can notify UCAlug of IPR believed to be included in a Contribution by sending an email message to [UCAlug-IPR@ucaiug.org](mailto:UCAlug-IPR@ucaiug.org). When UCAlug receives any such notice the UCAlug Secretary will:

- notify the appropriate Technical Committees involved;
- notify the IPR holder of such notice; and
- ask the IPR holder to take any action the IPR holder deems appropriate.

The Contributor must promptly update the previously filed IPR disclosure for any material change to IPR previously disclosed.

### **4.3 IPR repository**

UCAlug maintains an online repository of IPR Disclosed to UCAlug. This repository contains only the following information:

- Copies of IPR disclosures made to UCAlug; and
- Availability of licenses to use IPR

Disclosures to UCAlug are listed in the on-line IPR repository <http://www.ucaiug.org/ipr>. UCAlug makes no determination of any aspect of the IPR, including its validity, enforceability or applicability. The User of any IPR in any Public Document or Private Document acknowledges that such use is at such User's sole risk and the User thereof bears all liability and responsibility for such use as well as the results arising from such use.

## **5 Recommendations**

Any Recommendation included in any UCAlug Document represents the conclusion arrived at by Domain Experts during open discussion on a particular topic. UCAlug Recommendations are not intended to be binding on the SDOs. The objective of each Recommendation is to ensure compatibility of technologies and systems on a worldwide basis. The goal of compatibility is the implementation of systems from various Vendors that are interoperable. Recommendations should not contain any IPR where possible. However, it is reasonable that a Working Group may consider the inclusion of IPR that it deems important in a Recommendation. If IPR is thought to be contained in a Deliverable, either fully or partly, the presence of such IPR must be disclosed in the Deliverable by the person or Entity who knows or should have known of the presence of such IPR or any Member who discovers IPR is contained therein. **UCAlug will not verify any IPR claims.**

## **6 Notifications**

### **6.1 No Identified IPR**

A Public Document or Private Document, for which no IPR is identified during the preparation thereof, shall contain the following notice in the introduction:

*“UCAlug hereby notifies the User that no Intellectual Property Rights (“IPR”) were identified during the preparation of this document. However, the possibility exists that some of the elements of this document may be the subject of IPR. **UCAIUG IS NOT RESPONSIBLE FOR IDENTIFYING ANY IPR. ALL SUCH INFORMATION IS BEING PROVIDED “AS IS.”**”*

### **6.2 Identified IPR**

The editor of any Public Document or Private Document in which IPR has been identified during the preparation thereof shall include the following notice in the introduction:

*“UCAIug hereby notifies the User that someone has claimed that implementing the Recommendations included in this document may involve the use of Intellectual Property Rights (“IPR”) concerning (...subject matter...) incorporated or stated in (...sub clause...)”* **UCAIUG WILL NOT VERIFY ANY IPR CLAIMS. ALL SUCH INFORMATION IS BEING PROVIDED “AS IS.”**

*IPR Disclosed to UCAIug is listed in the on-line IPR repository <http://www.ucaiug.org/ipr>. The User needs to contact the Disclosing IPR holder to negotiate the terms and conditions for using the IPR or be subject to potential claims, causes of action and damages by the holder of such IPR.*

*Attention is drawn to the possibility that some of the elements of this document may be the subject of IPR other than those identified above. **UCAIUG IS NOT RESPONSIBLE FOR IDENTIFYING ANY IPR. ALL SUCH INFORMATION IS BEING PROVIDED “AS IS.”***



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## 7 UCAIug IPR Disclosure Form

### UCAIug IPR Disclosure form for UCAIug Recommendation | Deliverable

*This declaration does not represent an actual grant of a license*

Please return to the relevant organization(s) as instructed below per document type:

Secretary UCAIug  
10604 Candler Falls Court  
Raleigh, NC 27614  
Fax: +1 869 2700  
Email: [UCAIug-IPR@ucaaug.org](mailto:UCAIug-IPR@ucaaug.org)

#### IPR Holder:

Legal Name

#### Contact for license application:

Name   
Department

#### Address

Street

City, Province, Zip   
Country

Telephone

Fax

e-mail

URL (optional)

#### UCAIug Document IPR applies to:

#### UCAIug Document Title & Version (hereinafter "Document"):

\_\_\_\_\_  
\_\_\_\_\_

Clause: \_\_\_\_\_

Licensing declaration:



The IPR Holder believes that it holds granted and/or pending applications for IPR, the use of which would be required to implement the Document. IPR required to implement the Document does not include (a) any underlying technology that may be useful in developing, designing, manufacturing, selling or using any product or portion thereof that complies with the Document but is not expressly set forth in or inherently required by the Document, (b) the implementation or use of other published specifications developed elsewhere but referred to in the body of the Document, (c) any portion of any product or any combination of products (or portions of products) that are not compliant with the Document, or (d) any implementation examples contained in the Document unless the Document expressly states that such implementation examples are to be included within the scope of the limited patent license contemplated in this disclosure. The IPR Holder hereby declares, in accordance with the IPR Policy for UCAIug, that (check one box only):

1. The IPR Holder is prepared to grant a license to an unrestricted number of applicants on a worldwide, non-discriminatory basis free-of-charge to the user thereof and under such other terms and conditions deemed appropriate by the IPR Holder to make, use, and sell implementations of the IPR contained in the Document. The IPR Holder and the person/entity desiring to use such IPR pursuant to such license are responsible for negotiating the terms and conditions of such license. The parties acknowledge that UCAIug will not be involved in any manner in such negotiations.

*Mark here \_\_\_ if the IPR Holder's willingness to license is conditioned on reciprocity for the IPR referenced in the Document.*

*Mark here \_\_\_ if the IPR Holder reserves the right to license on terms and conditions (but not free of charge) that the IPR Holder deems reasonable to applicants who are only willing to license their IPR claims, whose use would be required to implement the Document, on reasonable terms and conditions (but not free of charge).*

2. The IPR Holder is prepared to grant a license to an unrestricted number of applicants on a worldwide, non-discriminatory basis and on such other terms and conditions deemed appropriate by the IPR Holder to make, use and sell implementations of the IPR contained in the Document. The IPR Holder and the person/entity desiring to use such IPR pursuant to such license are responsible for negotiating the terms and conditions of such license. The parties acknowledge that UCAIug will not be involved in any manner in such negotiations.

*Mark here \_\_\_ if the IPR Holder's willingness to license is conditioned on reciprocity for the IPR referenced in the Document.*

3. The IPR Holder is unwilling to grant licenses in accordance with provisions of either 1 or 2 above. In this case, the following information must be provided to UCAIug, as part of this declaration:

- granted IPR number or IPR application number (if pending);
- an indication of which portions of the Document are affected;
- a description of the patent claims covering the Document.

**Free of charge:** The words “free of charge” do not mean that the IPR Holder is waiving all of its rights with respect to the IPR. Rather, “free of charge” refers to the issue of monetary compensation, *i.e.*, that the IPR Holder will not seek any monetary compensation as part of the licensing arrangement (whether such compensation is called a royalty, a one-time licensing fee, etc.). However, while the IPR Holder in this situation is committing to not charging any monetary amount for this limited purpose, the IPR Holder is still entitled to require that the implementer of the IPR contained in the Document sign a license agreement that contains other terms and conditions deemed appropriate by the IPR Holder such as those relating to governing law, field of use, reciprocity, warranties, etc.

**Reciprocity:** As used herein, the word “reciprocity” means that the IPR Holder shall only be required to license its IPR to any prospective licensee if such prospective licensee commits to license its IPR or IPR claim(s) to the IPR Holder referenced in the first line of this definition for implementation free of charge or under such other terms and conditions as the parties thereto deem appropriate.

**Signature:**

IPR Holder	
Authorized Person	
Title	

Signature

Place	
Date	
City, Province, Zip	
Country	

Telephone

Fax

e-mail

URL (optional)

**IPR Information** (desired but not required for options 1 and 2; required for option 3 (NOTE))

No.	Status [granted /pending]	Country	Granted IPR Number or Application No (if pending)	Title
1.				
2.				
3.				

*NOTE: For option 3, the additional minimum information that shall also be provided is listed in the option 3 box above.*

## 8 Definitions:

Term	Description
Activity	A specific deed, action, function, or sphere of action: work that involves direct experience.
CIMug	Common Information Model users group.
Contribution	Anything submitted in any written format (including, without limitation, electronically, visually, or in any media format,) to UCAlug by a Contributor: <ul style="list-style-type: none"> <li>• Within the context of any UCAlug Activity, for use in a UCAlug meeting.</li> <li>• For use by UCAlug Working Groups,</li> <li>• posted to any UCAlug email list,</li> <li>• To any UCAlug document library maintained by UCAlug on its website.</li> <li>• To any UCAlug discussion forum, or</li> <li>• For the purpose of publication, in whole or in part, in a UCAlug document.</li> <li>• Except as provided in Section 5.2 of this IPR Policy, a third party person/Entity may not submit a Contribution for another party's person's/Entity's intellectual property.</li> </ul>
Contributor	An individual or Entity submitting a Contribution.
Deliverables	The product or output from a process. Deliverable is a term used in project management to describe a tangible or intangible object produced as a result of the project that is intended to be delivered to a customer (either internal or external). A deliverable could be a report, a document, a server upgrade or any other building block of an overall project.
Derivative Work	A Derivative Work consists of editorial revisions, annotations, elaborations, updates, enhancements, work-a-rounds, or other changes and/or modifications to an original work of any type which taken as a whole or in part represents a new original work of authorship of the creator.
Domain Expert	A User who, by work experience, education or training, is recognized to have superior knowledge in the area, issue or domain under discussion.
Entity	An entity is an organization, including without limitation, a company, corporation, limited liability company, any type of partnership, or association, that has a distinct, separate legal existence and regardless of whether it is for profit or non-profit. Entity includes only the parent company and does not include its subsidiaries or other related organizations. In law, a legal entity is an entity that is capable of bearing legal rights and obligations, such as a natural person or an artificial person (e.g. business entity or a corporate entity).

Term	Description
IEC	International Electrotechnical Commission.
IEC61850ug	IEC61850 users group.
Implementer	Any Entity who develops hardware, software or systems based on International Standards
Implementing Technology	Technology required for implementing or complying with a International Standard
Industry	Any industry.
International Standards	Standards accepted/acknowledged by more than one country.
IPR or Intellectual Property Right(s)	Any patent, copyright, utility model, invention registration, and/or database and data rights that may be included within an Implementing Technology for a document and/or a Deliverable, whether such rights arise from an application, a registration, or a renewal of any of the above, or arise from any thoughts or ideas recorded in any media or format.
Member of UCAIug (or also referred to as a “Member” or “UCAIug Member”)	Any individual or Entity that supports UCAIug through annual membership fees and participation in UCAIug activities.
non-Member of UCAIug (or also referred to as a “non-Member”)	Any guest of UCAIug who is provided access to UCAIug documents that are have been made publicly available by UCAIug.
OSGug	Open Smart Grid users group.
Private Document	Documents created by UCAIug and available only to UCAIug Members.
Public Document	Documents created by UCAIug and available to the public (including UCAIug Members) who accessing the UCAIug public document libraries.

Term	Description
Reasonably and personally known	Something that an individual knows personally or should reasonably be expected to know because of the education and/or job position held by the individual. This rule creates a presumption that any individual who is affiliated with an Entity in any capacity, whether including, but not limited to, as an employee or contractor, is deemed to have reasonable knowledge related to the IPR of the Entity with whom such individual is affiliated as long as such IPR is or should be within the scope or and/or related in any capacity to the position that such person holds in such Entity or the education and training of such person. This rule is also designed to prevent an Entity from alleging that any individual who is employed by or otherwise affiliated with an Entity in any capacity did not have any knowledge of the IPR of that Entity if such person should have known of such IPR as a result of the position held by or the education and training of such person. This requirement does not require the Contributor (or the Entity he/she represents, if any) to perform any special type of activity to find IPR.
Recommendation	A concept, ideal or Deliverable that UCAIug encourages an SDO to include in a standard.
SDO or Standards Development Organizations	Those organizations responsible for the developing, updating and maintaining standards.
Server	Any electronic device (e.g., computer) which hosts data and other information that is available to individuals and/or Entities who are permitted to access the server to obtain such information.
Sharing	The practice of distributing or providing access to any type of information.
Technical Committee	Technical Committees are groups of members created by UCAIug as deemed necessary to work on specific areas of interest to User Communities.
Users	Anyone interested in or using information in UCAIug documents solely for education, research or the manufacture of equipment or devices or any other purpose approved in advance by UCAIug.
User Community	A group of Users sharing common interests and perceived or perceiving itself as distinct in some respect from other User Communities of UCAIug. User Communities are Entities under the governance of UCAIug. User Communities become affiliated with UCAIug by petitioning the UCAIug Board of Directors.
Vendors	Users offering services or the manufacturer of hardware or software.
Working Group [WG]	A group of Users working together temporarily until some goal is achieved.