



Revised August 17, 2021

## **4 Intellectual Property Rights**

This Section 4.0 Intellectual Property Rights of the Policies and Procedures of the DTC (the “DTC IPR Policy”) is the governing document for all intellectual property rights (“IPR”) policies of the Digital Twin Consortium.

### **4.1 IPR Principles**

#### **4.1.1 Confidentiality**

Any information disclosed or submitted in connection with any Working Group or DTC activity is not confidential, except as expressly agreed to under a fully-executed (i.e., signed) agreement.

If a Member or other participant in DTC activities desires to keep certain information confidential, it must not disclose it orally, or in any written, electronic (such as email) or other Contribution or submission, unless it is expressly subject to a fully-executed written agreement that obligates the recipients to treat it as confidential.

#### **4.1.2 Authority**

Each Member represents that its Representatives who make a Contribution to the DTC (each, a “Contributor”) has the Member’s authority and permission (and the permission of any other known copyright holders) to make each Contribution under the terms of this IPR Policy. No Contributions may be made to the DTC that fail to satisfy this condition.

### **4.1.3 Erroneous Statements**

Members will promptly notify the DTC if they become aware of any misrepresentations or errors with respect to their Contributions made by their Representatives or in their name. No person making proper use of such a Contribution in accordance with the Policies and Procedures of the DTC shall be liable to any Member for infringement or improper disclosure as a result of such use.

## **4.2 Copyright**

4.2.1 License and Ownership. Each Member and Contributor agrees to grant, and hereby grants, the DTC a nonexclusive, irrevocable, sublicensable, royalty-free, paid up, worldwide license, under its copyright in the Contribution, to use, copy and modify the Contribution, to make derivative works from it, and to publicly display, publicly perform and distribute the Contribution and any such modifications and derivative works, in each case with or without attribution to the DTC, Member or Contributor. Subject to the Member's or other person's ownership of copyright in a Contribution, the DTC shall own all copyright rights in any compilation or derivative work created by the DTC from Contributions in accordance with the copyright license expressly granted under this Section 4.2.1 and the terms of the IPR Policy.

No valid patent or copyright will be deemed waived or licensed by any disclosure through a Contribution, except for the copyright license expressly granted under this Section 4.2.1.

### **4.2.2 Conditions of Contribution.**

If the DTC becomes aware that a Contribution contains material for which the necessary copyright licenses have not been granted, it will promptly notify all Members (and others to whom it distributed copies), cease distributing the Contribution and make no further use of the unlicensed material. The DTC has no duty to publish or otherwise use or distribute any Contribution.

## **4.3 Release of Material.**

The DTC will not release a Contribution or any derivative outside the DTC Membership without an explicit vote to release by the DTC Steering Committee or via an explicit vote to release certain types of Contributions to organizations with which DTC has a liaison.

## **4.4 Trademark**

All Members of the DTC grant the DTC and OMG the right to use the name of the Member's organization on the DTC and OMG websites and on related marketing materials, solely to indicate the Member's participation in the DTC.

## **4.5 Patents**

Except as specifically agreed under a separate agreement providing the terms and conditions governing the development and use of a testbed, no patent license or rights are granted (whether by implication, estoppel, or otherwise) by any Member(s) to any other Member(s) or third parties.

## **4.6 No Technical Development**

The DTC does not adopt technical specifications or specify technologies to be used, but may from time to time recommend that particular standard-setting or specification- development projects be undertaken under the management and rules of standards setting organizations.