FIDO IPR Summary
for Proposed Standard Specifications
issued after January 1, 2020

January 1, 2020
FIDO IPR: Summary

The Goal of the FIDO Alliance IPR Policy is to Support the Delivery of Open Unencumbered Specifications

- **IP Ownership:**
  - Ownership of IP is always retained by member companies

- **Patent Royalty-Free Promise:**
  - Technical Working Group Members do and Contributing Members promise anyone in the world to grant a royalty-free (RF) license to their patent rights under specific circumstances
  - No promise if not a Technical Working Group Member or Contributor

- **Complete Implementation:**
  - Commercial sales and distribution rights are conditioned on complete implementations of the Specification

- **Exclusion from RF License is Allowed:**
  - During the 90 day Exclusion Period (upon complete documentation)
  - Upon leaving a Technical Working Group (only for early stage specifications)
  - Not allowed for contributions originally indicated as under RF Licensing
  - Triggers a Patent Advisory Group to address
IPR Process Overview: Specifications

**Phase 1:** Optional Acceptance of Member Document Contributions

1. **Pre-Draft**
   - Acceptance - Simple Majority Vote - Working Group § 6.4.2.3

2. **Technical Documents**
   - FIDO Alliance Member - Company Confidential
   - Internal Decision Release Process - FIDO Alliance Member

3. **Member Contributions**
   - Chair receives documents, schedules vote for use of materials
   - RF Licensing Commitment to Contribution § 6.2.1.5

4. **FIDO Alliance Member Contributions**
   - Company Confidential

**Phase 2:** Specification and Rights Evolution inside the Technical Working Group

1. **Pre-Draft**
   - RF Licensing Commitment to Contribution § 6.2.1.3

2. **Technology Working Group**
   - Confidentiality provision of FIDO Alliance Membership Agreement allows any member to use materials for any purpose that furthers the goals of the FIDO Alliance
   - Disclosure not allowed § 5.5

3. **Technology Working Group Members & Contributing Members**
   - RF Licensing commitments to the world attach to Proposed Standard Specification § 6.2.1.1 and RF Licensing Requirements definition

4. **Technology Working Group**
   - Working Group Members give/receive:
     - Working Group License (RF) § 6.2.1.5
   - Full Supermajority Vote - FIDO Alliance BoD § 4.4.2.5

5. **Working Group**
   - Supermajority Vote - Working Group § 4.4.2.4
   - Implementations Allowed
   - Selling, Distribution Not Allowed

6. **Review Draft**
   - FIDO Alliance secretary distributes document to all Alliance Members § 4.4.2.4

7. **TWG Member**
   - 90 Day Exclusion Period § 6.3.1

8. **TWG Member Files Exclusion**
   - § 6.3.3

9. **PAG Process**
   - § 6.5

10. **TWG Member Resigns from TWG**
    - Committed only to prior Review Draft version § 6.1.2

11. **TWG Members committed to that Review Draft version**
    - 1) TWG Chair Recommendation to FIDO BoD
    - 2) BoD must vote within 45 Days

12. **TWG Member Files Exclusion**
    - § 6.3.3

13. **Member Joins TWG**

**Phase 3:** Expansion of Rights to All Members and Non-Members

1. **Ready to Advance to Proposed Standard?**
   - No
   - Full Supermajority Vote - FIDO Alliance BoD § 4.4.2.5
   - Technology Working Group and FIDO Alliance Board Collaborative determination by both entities that specification is ready to become a Proposed Standard

2. **Technology Working Group**
   - Working Group Members give/receive:
     - Working Group License (RF) § 6.2.1.5
   - Implementations Allowed
   - Selling, Distribution Not Allowed

3. **Committed only to prior Review Draft version § 6.3.2**

4. **TWG Members committed to that Review Draft version**

5. **Member Joins TWG**

6. **TWG**
Optional Acceptance of Member Document Contributions

Technology Working Group
Confidentiality provision of FIDO Alliance Membership Agreement
allows any member to use materials for any purpose that furthers the
goals of the FIDO Alliance
Disclosure not allowed
§ 5.5

Chair receives documents, schedules vote for use of materials

Pre-Draft
Acceptance - Simple Majority Vote - Working Group - § 4.4.2.3

Member Contributions
RF Licensing Commitment to Contribution - § 6.2.1.3

Phase 2
IPR – Specifications
Phase 2

Specification Evolution in a Working Group
• **Contributions**: All topics discussed in group covered under:
  • Working Group License
  • Confidentiality Clauses in Membership Agreement

• **Publishing**: The Board may approve the publication or sharing of any FIDO Alliance deliverable with non-Members
  • Supermajority vote of the Board required
  • Documents posted on the FIDO Alliance website subject to peer-review license
IPR – Specifications – Phase 3

Technology Working Group and FIDO Alliance Board
Collaborative determination by both entities that specification is ready to become a Proposed Standard

Technology Working Group Members & Contributing Members
RF Licensing commitments to the world attach to Proposed Standard Specification § 6.2.1.1 and RF Licensing Requirements definition

Ready to Advance to Proposed Standard?

Yes

Full Supermajority Vote - FIDO Alliance BoD § 4.4.2.5

Proposed Standard

No
Summary of Essential Claims Exclusion Process

• **Scope:** Only Technical Working Group Members
  – Contributions cannot be excluded if originally indicated as RF Licensed

• **Duration:** 90 days long

• **Triggering Event:** Secretary distributes Review Draft Specification and Call for Exclusion

• **Documentation Required:**
  – **If staying in Technical Working Group:** Essential claims must be disclosed using disclosure rules
  – **If leaving Technical Working Group:** None but only effective for the Review Draft in the 90 day period

• **Joining Technical Working Group:** If outside a 90 day period, Exclusions must be made when joining the Technical Working Group

• **Patent Advisory Group:** Formed whenever an Exclusion is received – purpose is to resolve the issue
Promise Continues

- The Promise continues after withdrawal from a Working Group or the Alliance itself
- The Promise is for the life of the patent
- The Promise encumbers the patent
  - So later owners also make the Promise on that patent