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**
- **Technical Documents**
  - FIDO Alliance Member
    - Company Confidential
  - Internal Decision Release Process - FIDO Alliance Member
  - Chair receives documents, schedules vote for use of materials
  - Acceptance - Simple Majority Vote - Working Group § 6.4.2.3
- **Member Contributions**
  - RF Licensing Commitment to Contribution § 6.2.1.5

**Phase 2: Specification and Rights Evolution inside the Technical Working Group**
- **Pre-Draft**
  - TWG Member
    - 90 Day Exclusion Period § 6.3.1
  - RF Licensing Commitment to Contribution § 6.2.1.3
  - TWG Members committed to that Review Draft version
- **Technology Working Group**
  - Working Group Members give/receive: Working Group License (RF) § 6.2.1.5
  - 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
  - TWG Member
    - Files Exclusion § 6.3.3
  - Full Supermajority Vote - FIDO Alliance BoD § 4.4.2.5
- **Review Draft**
  - FIDO Alliance Secretary distributes document to all Alliance Members § 4.4.2.4
  - Supermajority Vote - Working Group § 4.4.2.4
- **Technology Working Group Members & Contributing**
  - Selling, Distribution Not Allowed
  - Committed only to prior Review Draft version § 6.3.2
  - Yes
  - Ready to Advance to Proposed Standard?
  - Propose Standard
  - Technology Working Group and FIDO Alliance Board
    - Collaborative determination by both entities that specification is ready to become a Proposed Standard
  - Technology Working Group
    - RF Licensing commitments to the world attach to Proposed Standard Specification § 6.2.1.1 and RF Licensing Requirements definition
  - No
  - Full Supermajority Vote - FIDO Alliance BoD § 4.4.2.5

**Phase 3: Expansion of Rights to All Members and Non-Members**
- **Full Supermajority Vote - FIDO Alliance BoD § 4.4.2.5**
- **PAG Process**
  - TWG Member
    - Files Exclusion § 6.3.3
  - Member Joins TWG
Optional Acceptance of Member Document Contributions

FIDO Alliance Member
Company Confidential

Technical Documents
Internal Decision Release Process - FIDO Alliance Member

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

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

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

Ready to Advance to Proposed Standard?

No

Yes

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

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
Working Group License § 6.2.1.5

• **Purpose:** To allow testing needed to confirm that a given Specification actually works properly

• **Issue:** The Promise of § 6.2.1.1 does not take effect until a Specification reaches Proposed Standard. But Specification needs to be fully functional when released as Proposed Standard, so testing is required before that time.

• **Solution:** Working Group License applies the Promise to Working Draft or Review Draft Specifications for TWG members
  – So then there is a Promise to allow testing to be done to confirm Specification operations

• **Limitation:** The Working Group License is limited to make and use. Importation, Sale and Offer to Sell are expressly excluded
  – The exclusions mean that implementation units cannot be publicly distributed, even royalty or cost free – that distribution is reserved for Proposed Standard Specifications and the Promise of § 6.2.1.1
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
Revisions to Specifications Existing on December 31, 2019

• Specifications at Proposed Standard level on December 31, 2019 are covered under the original FIDO Alliance and the Promise is provided by all FIDO Alliance Members of that date

• What IPR terms apply to revisions to those Specifications?

Facts:
• A, B and C are FIDO Members on December 31, 2019
• D joins FIDO after January 1, 2020
• B, C and D are Technical Working Group Members for Ver. 1.3
• Specification Version 1.2 was Proposed Standard on December 31, 2019
• Version 1.3 becomes Proposed Standard after January 1, 2020
• Version 1.3 includes Version 1.2

Result:
• The table entries are the Promise versions applicable to the various Members

<table>
<thead>
<tr>
<th>Member</th>
<th>Ver. 1.2</th>
<th>Ver. 1.3</th>
</tr>
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<tbody>
<tr>
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<td>New</td>
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<tr>
<td>D</td>
<td>New</td>
<td>New</td>
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</tbody>
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Old means covenant not to sue by all FIDO Alliance Members under pre-January 1, 2020 FIDO terms
New means agreement to grant license by all TWG Members under post-January 1, 2020 terms