

Printer Working Group

Draft IP Policy Summary of Issues and
Resolutions/Changes

- The following issues/questions were raised during the review, and were presented at the October F2F meeting.
 - One minor inconsistency with the boilerplate language in the IP Policy document and the text. Boilerplate indicates that the IP Policy document may change without notice.
 - Question/Issue about the “Reasonable and Good Faith Inquiry” definition and how it relates to the actual operation of the IP Policy.
 - Questions about the process to be used for the Call for Intellectual Property.
 - Question about the PWG officers and what power they held in relation to the “acceptance” of a Letter of Assurance.
 - Questions about the breadth of what’s considered a contribution in the Confidentiality section.

Issue/Question Responses



- Issue/Question 1
 - One minor inconsistency with the boilerplate language in the IP Policy document and the text. Boilerplate indicates that the IP Policy document may change without notice...
- Response/Change
 - The text in the boilerplate that indicates that the document may change without notice was removed from both the Draft IP Policy document as well as the Draft Process document.

Issue/Question Responses (contd.)



- Issue/Question 2
 - Question/Issue about the “Reasonable and Good Faith Inquiry” definition and how it relates to the actual operation of the IP Policy.
- Response/Change
 - **This issue resulted in a change in the Draft IP Policy text.** The issues raised revolved around the phrase “but is not limited to” that is used three times in the definition from the IEEE’s IP Policy text. There were legal views from some members that this left the suggested/expected actions to be taken open ended. An additional concern was raised about the text for LOA Submitters that were NOT participants in the PWG effort. There was a view that in very large companies, this recommendation may not be achievable.

- Issue/Question 2
- Resulting change to the Draft PWG IP Policy. (note: this is the only text in the PWG's IP Policy that is different from the IEEE's policy)
- *OLD TEXT*
- *"Reasonable and Good Faith Inquiry"* includes, but is not limited to, a Submitter using reasonable efforts to identify and contact those individuals who are from, employed by, or otherwise represent the Submitter and who are known to the Submitter to be current or past participants in the development process of the PWG Standard identified in a Letter of Assurance, including, but not limited to, participation in a Formal Approval Vote or a Working Group. If the Submitter did not or does not have any participants, then a Reasonable and Good Faith Inquiry may include, but is not limited to, the Submitter using reasonable efforts to contact individuals who are from, employed by, or represent the Submitter and who the Submitter believes are most likely to have knowledge about the technology covered by the PWG Standard.
- *NEW TEXT*
- *"Reasonable and Good Faith Inquiry"* includes a Submitter using reasonable efforts to identify and contact those individuals who are from, employed by, or otherwise represent the Submitter and who are known to the Submitter to be current or past participants in the development process of the PWG Standard identified in a Letter of Assurance, including participation in a Formal Approval Vote or a Working Group. If the Submitter did not or does not have any participants, then the Submitter is encouraged but not required to contact individuals who are from, employed by, or represent the Submitter and who the Submitter believes are most likely to have knowledge about the technology covered by the PWG Standard.

Issue/Question Responses (contd.)



- Issue/Question 3
 - Questions about the process to be used for the Call for Intellectual Property.
- Response/Change
 - The questions raised revolved on providing a clearer explanation of the exactly when a request for a Letter of Assurance would be made, and if a general call for IP (resulting in all participants being asked for an LOA) was part of the PWG's process.
 - The PWG's current process does not contain a general or blanket call for IP.

- Issue/Question 3
- Resulting change to the Draft PWG Process Document
- In Section 2.4 (PWG Meetings) new sections and text were added:

2.4.1 Intellectual Property Procedures

This section describes the application of the PWG's IP Policy as it relates to meetings of the PWG.

2.4.1.1 Meeting Procedures

Each PWG working group meeting SHALL begin with a reminder that the meeting is subject to the agreed PWG IP Policy. The minutes of the meeting SHALL record that the reminder was provided and there was no objection. This requirement applies to all technical face to face and conference call meetings.

The PWG does not, as a matter of course, request letters of assurance from all members, participants or attendees.

- In **Section 8** (between 8 (Approval) and 8.1 (Last Call)) the following text was added.

In no part of the Approval process does the PWG solicit letters of assurance from all members, participants or attendees.

Issue/Question Responses (contd.)



- Issue/Question 4
 - Question about the PWG officers and what power they held in relation to the “acceptance” of a Letter of Assurance.
- Response
 - The PWG officer’s only power in relation to the acceptance of an LOA is to make sure it is correctly filled out and is indeed on the correct form. The officers make no judgment as to the validity of the content or applicability of the claim.
 - This did not result in a change to either document.

Issue/Question Responses (contd.)



- Issue/Question 5
 - Questions about the breadth of what's considered a contribution in the Confidentiality section.
- Response
 - The process with which a PWG standard is developed involves many types of contributions other than formal proposals that are drafted and presented in working groups. These include verbal ("I think this text should read..."), and suggestions/contributions made via email. It's these types of input that are covered by the confidentiality policy. to the validity of the content or applicability of the claim.
 - This did not result in a change to either document.