

# **ITU-T SOFTWARE COPYRIGHT GUIDELINES**

**Issue 2.1.1 – March 2005**

These Software Copyright Guidelines are dedicated to the memory of Mr. John Magill. Mr. Magill served as the rapporteur for the TSB Director's IPR Ad Hoc Group that undertook the challenging task of formulating these Guidelines, and his leadership, wisdom, insight and patience were instrumental in the success of this endeavor.\*

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\* Message agreed by the TSB Ad hoc Group on IPR at its meeting on 7 November 2003

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## **1. Introduction**

### **1.1 Purpose**

The intent of this document is to provide guidance to ITU-T Study Groups in their consideration of the incorporation of software in ITU-T Recommendations. Included is some general information on the issues to be addressed when considering the incorporation of software, and some guidance on actions to be taken should the Study Group decide to incorporate software such that implementers of the resulting Recommendation may need a copyright license in order to implement a product that complies with the Recommendation (*i.e.*, that conforming implementations would necessarily infringe the copyright rights in the software that is required by the Recommendation).

### **1.2 Background – Intellectual Property Rights**

Study Groups should be aware that many issues arise when a Study Group decides that it is technically prudent to incorporate an entity's intellectual property in the text of an ITU-T Recommendation. The issues that arise depend on the nature of the intellectual property and are not identical. When the intellectual property that is included is protected by an approved or pending patent, the Study Group must comply with the ITU-T Patent Policy and the related "Guidelines for Implementation of ITU-T Patent Policy".

Patented and copyrighted intellectual property both confer proprietary rights on their holders; however, these rights are very different. Accordingly, these Software Copyright Guidelines (hereinafter "Guidelines") are being promulgated to provide guidance to a Study Group if it decides to incorporate intellectual property protected by copyright law.

Generally speaking, a patent provides the patent holder with an exclusive right to its particular invention and the ideas associated with it. By way of contrast, a copyright provides the copyright holder with an ownership interest in a particular expression of one or more ideas; however, the ideas themselves are not protected.

Copyrighted material can take many different forms ranging from texts and diagrams to software code. Current ITU-T procedures provide that copyrighted material in contributions may be included in Recommendations without any restrictions unless the contributor specifies certain conditions on its use. (See Recommendation A.1, clause 3.1.5). These Guidelines are intended to assist Study Groups in determining the relevant issues they will need to address when a contributor submits software code and asserts its proprietary copyright interest.

### **1.3 Definitions**

**Member:** Within these Guidelines the term "member" should be taken to include ITU Member States as well as Sector Members and Associates of the ITU-T.

**Object code:** Instructions which can be directly run by a computer. Object code is not intended to be human-readable, and generally can be used only on a subset of computers or systems. For the purposes of this document object code includes, but is not limited to, dynamically linked libraries, object code libraries, and binary executable code.

**Source code:** The input to a compiler, interpreter, or assembler which can be processed to produce Object code. Source code is intended to be human-readable, and in principle can be converted to Object code usable on any computer or system.

## **1.4 Abbreviations**

<b>ASN.1</b>	Abstract Syntax Notation One
<b>GDMO</b>	Guidelines for the Definition of Managed Objects
<b>MSC</b>	Message Sequence Chart
<b>SDL</b>	Specification and Description Language
<b>SDO</b>	Standards Development Organization
<b>TTCN</b>	Tree and Tabular Combined Notation

## **2. Different issues that arise when considering the incorporation of software in a Recommendation**

### **2.1 General considerations**

The legal issues relating to copyrighted material are very different than those relating to patented material. Because copyright law does not bestow on the copyright holder intellectual property rights similar to those patent law provides for patent holders, there are compelling reasons to treat copyrighted and patented material differently when they are reflected in Recommendations. There are important differences between these rights. For example, a patent represents a right based on an independent judgment that the holder has contributed an innovation. No such judgment has been made with respect to a copyright.

In addition, copyright only protects one particular expression of an idea, while a patent defines a specific technology or invention in a more abstract sense and grants fairly broad and exclusive rights to the patent holder. As a result, the likelihood of alternative implementations which do not infringe the copyright in the software is much greater with copyright. The limited scope of copyright protection protects against copying and would not preclude independent implementations that perform the same function; thus it is possible for competitors to work around a copyright by developing their own implementation. In contrast, it is possible to have patents that are “essential” to some desired feature or function and the more exclusive rights granted to patent holders make alternative implementations virtually impossible. If a Recommendation requires that all implementers of the Recommendation copy a specific copyrighted work, then by being endorsed as a standard, the copyright right has taken on a significance far beyond that which the original copyright right provided.

ITU-T Recommendations often can be written around copyrighted material using performance-based requirements or creating a new expression of the underlying idea within the technical process. Accordingly, a Study Group should carefully consider these types of preferred options before considering the inclusion of copyrighted software Source code in Recommendations. This will help ensure that the resulting Recommendations are more flexible because they are not tied to any particular product or single implementation.

### **2.2 Software that should not raise any IPR issues when including it in a Recommendation**

The vast majority of software included in ITU-T Recommendations fall within this category.

This category includes software that is submitted to a Study Group without any restrictions (as provided for in Recommendation A.1, clause 3.1.5). For example this includes, but is not limited to, formal description techniques such as SDL, MSC, ASN.1, GDMO, TTCN. The copyright for these is treated in the same way as text and has no restrictions in order to permit the normal distribution of this material for discussions within the appropriate groups and possible use, in whole or in part, in any resulting ITU-T Recommendations which are published. In addition, given that the material

was submitted without any restrictions, the material can be used by those implementing the Recommendation, free from any copyright assertion by the submitter; however, the Recommendation would still be subject to the restrictions established by the ITU in respect to its copyright interests in the Recommendation as a document. Of course, normal technical considerations concerning selection of the most appropriate means of expression (natural language, formal description, software, etc.) apply.

**This category also includes software that is collaboratively developed by an ITU-T Study Group that is not subject to any entity's proprietary claim of copyright.**

For all software in this category, Section 3 of these Guidelines, and Annexes A, B, C, and D, do not apply.

## **2.3 Software that may raise IPR issues**

A Recommendation may include software that is submitted to the Study Group with asserted restrictions. Such software, if incorporated, either expressly or by reference, into the Recommendation, may be either essential or non-essential to its implementation. Generally, if the software is essential, it is not possible to implement the Recommendation without infringing on the copyright associated with that software. Many of the issues regarding essential and non-essential software are the same but the licensing implications may be very different.

### **2.3.1 Discouragement**

In view of the rationale in 2.1 above, the ITU-T strongly discourages Study Groups from including copyrighted software owned elsewhere than the ITU in an ITU-T Recommendation such that its use would be required in order to implement the Recommendation. As a general rule, Recommendations should provide a description of features from which competing and interoperable implementations can be developed and not serve as an endorsement for a particular proprietary solution.

The ITU-T recommends that copyrighted software owned elsewhere than the ITU should only be included for informational purposes with permission of the copyright holder. In addition, it should be recognized that it is possible to use the copyrighted software to formulate a different expression of the same ideas in a manner that would not infringe on the disclosed copyright.

Object code should never be included in a Recommendation as a normative requirement; however, it may be useful to include such code as an example for informational purposes.

Also, incorporating copyrighted software in a Recommendation raises additional issues that must be addressed. These issues include:

- The software has to be maintained, which raises issues as to what is to be done if a glitch is discovered in the software and who is responsible for developing a solution. Although this is an issue in general, it is even more important to clearly define maintenance responsibilities when copyrighted software is used in Recommendations.
- Similarly, there may be a need to extend the software to address desired enhancements. Again, who is responsible for addressing this issue? The impact on the intellectual property must be properly understood.
- The range and complexity of possible licensing terms is very broad.
- Software generally has lower readability than natural language (e.g. a textual description including tables, diagrams, and equations) although many other description methods (e.g. pseudo-code) can suffer the same limitation.

- Often the need to protect trade secrets may complicate the process and restrict access to the copyrighted material until late in the standardization process.

In conclusion, a Recommendation that requires the use of particular software should be an exceptional situation and agreed within the Study Group. Whenever possible, a Recommendation should be based on functional specifications and should be an unencumbered expression of a proposed implementation as opposed to mandating the use of a specific and proprietary copyrighted software/Source code owned external to the ITU.

As an example, if an algorithm is expressed in a relatively small number of lines written in a programming language, it should also be expressible abstractly in the Recommendation, and the latter is the preferred approach. This will enable each implementer to determine how it will conform to the standard.

### **2.3.2 Exceptional situations**

Should a Study Group decide for technical reasons that, despite the foregoing discouragement, it still believes that it is necessary to include essential software that has copyright restrictions in a Recommendation, it shall follow the procedures outlined in Section 3 below. Section 3 has been developed for highly complex algorithms requiring exactness such as speech coders and objective speech quality assessment algorithms, when they are normatively defined in a high-level computer language such as ANSI C.

It is not anticipated that there will be exceptional situations other than those specified above. However any Study Group envisioning other exceptional situations shall consult with the TSB Director before proceeding.

## **2.4 Software that should not be included in ITU-T Recommendations**

Software packages mass-marketed prior to standardisation should never be included as an essential part of an ITU-T Recommendation.

## **3 Procedures for exceptional situations**

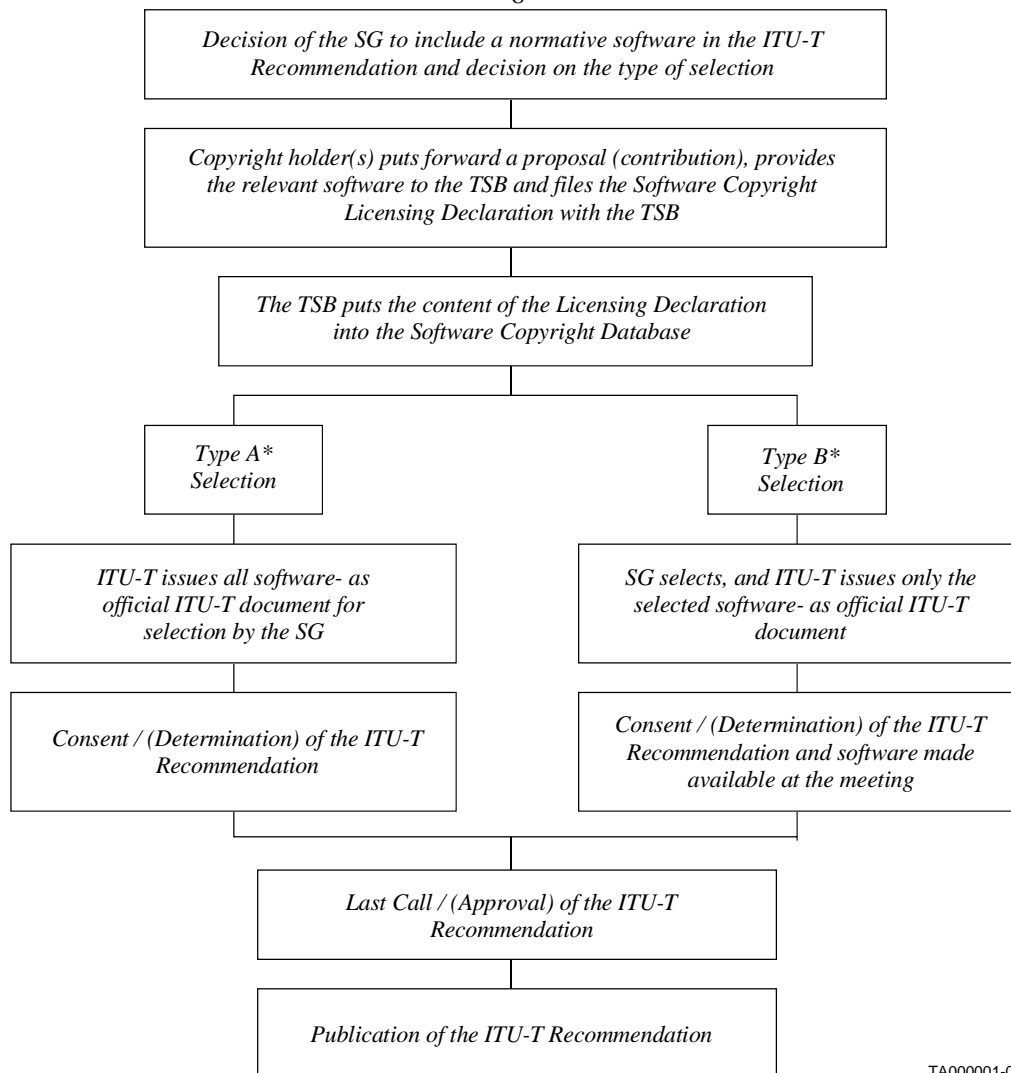
### **3.1 Introduction**

In the event that a Study Group decides to proceed with the incorporation of normative software with copyright held outside the ITU-T, the following procedures shall be followed.

It is expected that Recommendations of this type will be approved using the process defined in Recommendation A.8 “Alternative approval process for new and revised Recommendations”

### **3.2 Overview of the exceptional situation process**

When an exceptional situation exists, the process for developing a related Recommendation is described by the following flowchart.



TA000001-01

\* see section 3.4.2

Note: This flowchart assumes that no comments are received after Consent /(Determination). If comments are received they are to be treated in the same way as for any other Recommendation using the approval process. Once the Recommendation has been approved and published any subsequent revisions will follow the procedure as used for other types of ITU-T Recommendations.

### 3.3 The Software Copyright Statement and Licensing Declaration

Any Member submitting software for incorporation in a Recommendation is required to submit a Software Copyright Statement and Licensing Declaration form (see Annex A) at the time at which the proposal is made, selecting one of the options provided. The purpose of the Software Copyright Statement and Licensing Declaration form is to ensure a standardized submission to the TSB of the declarations being made by Software Copyright Holders.

For options 1.3, 1.4 and 2, the Software Copyright Holder is required to summarize (excluding royalty or fee basis terms) the general terms and conditions of the license it is willing to negotiate with users of the Recommendation.

Typically, a Member would use one such form for each Recommendation that contains such Member's copyrighted material. Multiple forms are appropriate if the Software Copyright Holder has several copyrights and classifies them in different options of the Software Copyright Statement and Licensing Declaration.



If the TSB receives from the Software Copyright Holder a statement of unwillingness to comply with the provisions of option 1.x or 2 on the Software Copyright Statement and Licensing Declaration form, the TSB Director will inform the relevant Study Group of this situation. The Study Group shall then decide on the appropriate action.

The TSB will establish and maintain a database of Software Copyright Statements and Licensing Declarations.

### **3.4 Study Group responsibilities**

#### **3.4.1 Decision to incorporate software**

The considerations undertaken by a Study Group in deciding on whether to incorporate software in a Recommendation is addressed in Section 2 of these Guidelines.

#### **3.4.2 Selection process**

The Study Group will also decide whether the selection of the software for the Recommendation is to be done in a Type A or Type B manner.

The technical details of the selection process shall be defined and agreed by the Study Group. This will typically include an evaluation of the different software packages together with a review of any technical restrictions or conditions, which may apply. It is expected that, particularly with the Type B selection process, Object code will be used for the selection testing process.

##### **3.4.2.1 Type A Selection**

In Type A Selection, all software, including Source code, is made available to Members for evaluation prior to the selection tests.

##### **3.4.2.2 Type B Selection**

In Type B Selection, no Source code is made available by the TSB to Members until after the testing is completed, a selection is made, and Consent/(Determination) has been achieved. At this point (i.e. at the Consent/(Determination) meeting), the Source code of the successful candidate is made available to Members for evaluation under an evaluation license agreement (see Annex B), and prior to approval of the Recommendation.

#### **3.4.3 Ongoing maintenance considerations**

In the process of developing the Recommendation the Study Group shall consider how the software is to be maintained once the Recommendation is approved.

### **3.5 Actions and obligations of parties prior to approval.**

#### **3.5.1 By Software Copyright Holder**

Any Member submitting software for incorporation in a draft Recommendation is required to submit a Software Copyright Statement and Licensing Declaration form (see Annex A) at the time the proposal is made. The Software Copyright Holder must select one of the licensing declaration options contained in the Software Copyright Statement and Licensing Declaration form.

For both Type A and Type B Selection, the Object code shall be provided to the TSB at the same time as submitting the Software Copyright Statement and Licensing Declaration, i.e. prior to selection.

In addition:

- for Type A selection, the Source code must be provided to the TSB prior to selection.
- for Type B selection, the Source code must be provided to the TSB prior to the Consent/(Determination) meeting.

In the contribution proposing the software the Software Copyright Holder should also provide information on software maintenance, warranty, etc.

### **3.5.2 By the ITU-T**

Prior to approval of the Recommendation, the TSB will make the software available for the limited purpose of evaluation by Members, free of charge.

- In the case of Type A Selection, all the software, including Source code, shall be made available at the time it is provided to the TSB.
- In the case of Type B Selection, the Source code resulting from the selection process shall be made available at the Consent/(Determination) meeting after Consent/(Determination) has been achieved.

In the case of approval using the procedures of Recommendation A.8, the Study Group shall request that the start of the Last Call Period be delayed by approximately 8 weeks to facilitate post Consent/(Determination) evaluation of the software.

The software will be made available with a copyright license stating that the software is available only for the purposes of evaluation of the Recommendation. The text of this license is given in Annex B.

Approval of the Recommendation is expected to follow the approval procedures defined in Recommendation A.8. Information on Software Copyright Statement and Licensing Declarations will be made available in the database of Software Copyright Statements and Licensing Declarations.

The TSB shall archive all the software contributions received consistent with normal ITU-T archiving timeframes. Contributions under Type A are freely accessible to Members, while non-selected contributions under Type B are restricted to the appropriate ITU staff and can only be released with the agreement of the TSB in consultation with the Study Group.

### **3.5.3 By Members reviewing the software**

Prior to approval of the Recommendation, the software, including Source code, will be made available for evaluation by Members for their use in consideration of approval of the Recommendation. During such evaluation Members should note the conditions on the access and use of the software as given in the license in Annex B.

## **3.6 Actions and obligations during and after Recommendation publication**

### **3.6.1 By the copyright holder**

In signing the Software Copyright Statement and Licensing Declaration form (see Annex A), and if the related Recommendation containing the software is approved, the Software Copyright Holder will grant a worldwide license to the ITU on a royalty free basis, to enable the ITU to reproduce, publish, distribute or sell, directly or via resellers, the software, including the appropriate copyright notice and/or license agreement, with the Recommendation.

In addition the Software Copyright Holder must indicate whether it will permit the ITU to provide the software under license to other SDOs for standardization purposes, subject to the condition that the SDO will ensure that an appropriate copyright notice will accompany the software such that the Software Copyright Holder will be able to impose on the recipient of the software any terms and conditions associated with the option selected by the Software Copyright Holder in the original Software Copyright Statement and Declaration Form.

### **3.6.2 By users of the Recommendation**

Users of the Recommendation shall note and respect the situation regarding software copyright as defined in the copyright notice and/or license agreement for the Recommendation.

Note: Users of the software, whether through the ITU-T Recommendation or via a transposed SDO standard, may be required to acquire licenses from the Software Copyright Holder for use of the software for implementation of the Recommendation. Any negotiations between the users of the software and the Software Copyright Holder pursuant to the option selected on the Software Copyright Statement and Licensing Declaration form are performed outside the ITU-T.

### **3.6.3 By the ITU-T**

#### **3.6.3.1 Copyright notices/license agreements to accompany the software**

For all sales and distribution of a Recommendation resulting from this process, the software and the copyright notices and under certain circumstances the license agreement, as given in Annex C, will be packaged together (e.g. in a zip file).

#### **3.6.3.2 Agreements with SDOs to encompass Recommendations that include software**

Recommendation A.6 encourages SDOs to make use of draft or approved ITU-T Recommendations. Specifically, Section 2.2.1 of Recommendation A.6 defines the procedure, with which an SDO accepts, in whole or in part, a draft or approved ITU-T Recommendation, as all or part of the SDO's draft document, with or without modification to the ITU-T Recommendation.

If permitted by the Software Copyright Holder, and considering that some SDOs are transposing the text of ITU-T Recommendations into their corresponding voluntary standards, ITU-T shall require that the SDOs supply the software with the necessary copyright notice/license agreement in accordance with the option selected by the Software Copyright Holder.

Note: Users of the software, whether through the ITU-T Recommendation or via a transposed SDO standard, may be required to acquire licenses from the Software Copyright Holder for use of the software for implementation of the Recommendation. Any negotiations between the users of the software and the Software Copyright Holder pursuant to the option selected on the Software Copyright Statement and Licensing Declaration form are performed outside the ITU-T.

#### **3.6.4 By SDOs who are transposing ITU-T Recommendations**

The SDOs who are transposing, with the permission of the Software Copyright Holder, ITU-T Recommendations which include software code shall acknowledge the existence of software copyright and shall supply the software packaged with the necessary copyright notice and/or license agreement, etc.

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Software for the limited purpose of implementing the above ITU-T Recommendation. No additional terms and conditions will be imposed by the said license and the license conditions set forth in Annex C Option 1.3 will apply. Users do not need to contact the Software Copyright Holder for a license.

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1.4 The Software Copyright Holder will grant – on the basis of reciprocity for the above ITU-T Recommendation – a free license to an unrestricted number of users on a worldwide, non-discriminatory basis to reproduce, modify, use and/or distribute the Software for the limited purpose of implementing the above ITU-T Recommendation. Additional reasonable and non-discriminatory terms and conditions will be imposed by the said license as summarized in attached documentation; and the text of Annex C Option 1.4 will apply. Users will need to contact the Software Copyright Holder for a license. Negotiations on the license are left to the parties concerned and are performed outside the ITU-T.

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2 The Software Copyright Holder will grant – on the basis of reciprocity for the above ITU-T Recommendation – a license to an unrestricted number of applicants on a worldwide, non-discriminatory basis and on reasonable terms and conditions to use the copyrighted material to reproduce, modify, use and/or distribute the Software for the limited purpose of implementing the above ITU-T Recommendation. Reasonable and non-discriminatory terms and conditions will be imposed by the said license as summarized (excluding royalty or fee basis terms) in attached documentation. Negotiations on the license are left to the parties concerned and are performed outside the ITU-T.

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3 The Software Copyright Holder is unwilling to grant licenses according to the provisions of 1.1, 1.2, 1.3, 1.4, or 2 above.

For options 1.2, 1.3, 1.4, and 2, the following applies:

- the Software Copyright Holder, in signing this form, hereby agrees to the licensing terms set forth in Annex B of the Software Copyright Guidelines for the purpose of evaluation of the draft Recommendation, and agrees to package this license with the software supplied to the TSB.

- additionally and if a Recommendation is approved containing the Software, the Software Copyright Holder hereby grants a worldwide license to the ITU on a royalty free basis, to:

- enable the ITU to reproduce, publish, distribute or sell, directly or via resellers, the software, including the appropriate copyright notice and/or license agreement, with the Recommendation.

☐

- if this box is selected, permit the ITU to provide the software under license to other Standards Developing Organizations for standardization purposes, under condition that the SDO will ensure that an appropriate copyright notice will accompany the software such that the Software Copyright Holder will be able to impose on the recipient of the software any terms and conditions associated with the option selected by the Software Copyright Holder in this Declaration Form.

**Signature**

Organization

Name of authorized  
person

Title of authorized  
person

Place, Date

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## ANNEX B

### **License Agreement of Software for “evaluation of the ITU-T Recommendation”**

(Applies prior to approval of the draft Recommendation.)

#### License Agreement

“[insert name/address/contact details] (hereinafter the "Owner") hereby grants the members of the ITU-T (hereinafter collectively referred to as the "User") a non-exclusive, royalty-free license to use this electronic material (hereinafter the "Software") PROVIDED that the User complies with the terms and conditions of this License Agreement. The User (which includes all persons under its control) may use the Software for the sole and only purpose of evaluating draft ITU-T Recommendation XYZ (insert reference). The User shall not rent, lease, sell, sublicense, assign or otherwise transfer the Software to third parties, and no rights shall be implied to extend to the User following termination of the evaluation period upon approval (or disapproval) of the draft Recommendation.

The software or other information licensed under this Agreement is licensed “as is” with all faults, latent and patent and without any warranty of any type. The Owner and its subsidiaries make no representations or warranties, expressed or implied. By way of example, but not of limitation, the Owner and its subsidiaries make no representations of merchantability or fitness for a particular purpose or that the use of the Software or other information will not infringe any patent or other intellectual property right of any third party and it shall be the sole responsibility of the User to make such determination as is necessary with respect to the acquisition of licenses under patents or other intellectual property rights of third parties. The Owner and its subsidiaries shall not be held to any liability with respect to any claim by the User or any other third party on account of, or arising from, the use of the licensed Software or other information furnished hereunder.

Neither the Owner nor the User shall be liable for incidental, indirect, special, exemplary or consequential loss or damages of any nature, or for lost profits, savings or revenues of any kind, however caused under this Agreement, whether or not the applicable party has been advised of the possibility of such damages. This provision shall survive failure of an exclusive remedy.

The Software is and will remain the sole property of the Owner.

The User agrees not to release the results of any evaluation of the Software to any third party without the prior written approval of the Owner except for results provided to the ITU-T Study Group for the purpose of evaluation of the Software.

The User agrees to hold the Software in confidence and not disclose it to third parties.

The User's use of this Software indicates its acceptance of this License Agreement.”

## ANNEX C

### Copyright Notices/License Agreements

(Applies for software in approved recommendations.)

Note: This Annex contains the text of the Copyright Notices/License Agreements for each of the options mentioned in the Declaration. The text of these Notices/Agreements will be supplied with the software. They are contained here for information.

#### **Option 1.1: Copyright Notice:**

“The accompanying electronic material (hereinafter the “Software”) is free from copyright restriction. Hence, this Software is freely available for use by you.

ITU draws attention to the possibility that the practice or implementation of this Recommendation may involve the use of a claimed Intellectual Property Right. ITU takes no position concerning the evidence, validity or applicability of claimed Intellectual Property Rights, whether asserted by ITU members or others outside of the Recommendation development process. As of the date of approval of this Recommendation, ITU [had/had not] received notice of intellectual property, protected by patents, which may be required to implement this Recommendation. However, implementors are cautioned that this may not represent the latest information and are therefore strongly urged to consult the TSB patent database.

Disclaimer: In no event shall the ITU be liable for any damages whatsoever (including, without limitation, damages for loss of profits, business interruption, loss of information, or any other pecuniary loss) arising out of or related to the use of or inability to use the accompanying Software. The ITU disclaims all warranties, express or implied, including but not limited to, warranties of merchantability and fitness for a particular purpose.”

#### **Option 1.2: License Agreement:**

“ITU hereby grants you a worldwide, non-exclusive, free license to reproduce, modify, use and/or distribute the Software for the limited purpose of implementing the above ITU-T Recommendation.

You may not rent, lease, sell, sublicense, assign or otherwise transfer the Software to third parties, except as specifically provided herein. This limitation includes, but is not limited to, placing this Software at the disposal of third parties, such as by placing it on an external network. Your use of this Software indicates your acceptance of these terms and conditions.

ITU draws attention to the possibility that the practice or implementation of this Recommendation may involve the use of a claimed Intellectual Property Right. ITU takes no position concerning the evidence, validity or applicability of claimed Intellectual Property Rights, whether asserted by ITU members or others outside of the Recommendation development process. As of the date of approval of this Recommendation, ITU [had/had not] received notice of intellectual property, protected by patents, which may be required to implement this Recommendation. However, implementors are cautioned that this may not represent the latest information and are therefore strongly urged to consult the TSB patent database.

Disclaimer: In no event shall the ITU be liable for any damages whatsoever (including, without limitation, damages for loss of profits, business interruption, loss of information, or any other pecuniary loss) arising out of or related to the use of or inability to use the accompanying Software. The ITU disclaims all warranties, express or implied, including but not limited to, warranties of merchantability and fitness for a particular purpose.”

### **Option 1.3: License Agreement**

“[insert name/address/contact details] (hereinafter the "Owner") holds or has the right to license copyright with respect to the accompanying electronic material (hereinafter the "Software"). The Owner hereby grants you a worldwide, non-exclusive, free license to reproduce, modify, use and/or distribute the Software for the limited purpose of implementing the above ITU-T Recommendation.

You may not rent, lease, sell, sublicense, assign or otherwise transfer the Software to third parties, except as specifically provided herein. This limitation includes, but is not limited to, placing this Software at the disposal of third parties, such as by placing it on an external network. Your use of this Software indicates your acceptance of these terms and conditions.

ITU draws attention to the possibility that the practice or implementation of this Recommendation may involve the use of a claimed Intellectual Property Right. ITU takes no position concerning the evidence, validity or applicability of claimed Intellectual Property Rights, whether asserted by ITU members or others outside of the Recommendation development process. As of the date of approval of this Recommendation, ITU [had/had not] received notice of intellectual property, protected by patents, which may be required to implement this Recommendation. However, implementors are cautioned that this may not represent the latest information and are therefore strongly urged to consult the TSB patent database.

Disclaimer: In no event shall the ITU be liable for any damages whatsoever (including, without limitation, damages for loss of profits, business interruption, loss of information, or any other pecuniary loss) arising out of or related to the use of or inability to use the accompanying Software. The ITU disclaims all warranties, express or implied, including but not limited to, warranties of merchantability and fitness for a particular purpose.”

### **Option 1.4: Copyright Notice**

“[insert name/address/contact details] (hereinafter the "Owner") holds or has the right to license copyright with respect to the accompanying electronic material (hereinafter the "Software"). The Owner has agreed to grant a free license which may include other reasonable and non-discriminatory conditions to an unrestricted number of applicants on a worldwide, non-discriminatory basis to reproduce, modify, use and/or distribute the Software for the limited purpose of implementing the related ITU-T Recommendation. To apply for such license before using the Software, please contact the Owner at the address indicated above.

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## ANNEX D

### **Licensing Terms between Software Copyright Holder and ITU for Option 1.2**

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