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|  | Moving Picture, Audio and Data Coding by Artificial Intelligence  www.mpai.community |

**Public document**

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| **Source** | IPR Support AC |
| **Title** | MPAI-NNW Framework Licence |
| **Target** | MPAI-22 |

# Coverage

This Framework Licence applies to the MPAI Neural Network Watermarking (MPAI-NNW) Technical Specification as it will be defined in document Nxyz of Moving Picture, Audio and Data Coding by Artificial Intelligence (MPAI). All contributors to MPAI-NNW shall confirm in writing their intention to make available a Licence for their Essential IPR based on the Conditions of use of the Licence in Section 3.

# Definitions

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| **Term** | **Definition** |
| Conforming Implementation | An implementation that has passed the Conformance Testing process of the MAI-NNW Technical Specification. |
| Data | Any digital representation of a real or computer-generated entity, such as moving pictures, audio, point cloud, computer graphics, sensor, and actuator. Data includes, but is not restricted to, media, manufacturing, automotive, health and generic data. |
| Development Rights | Licence to use MPAI-NNW Essential IPRs to develop Implementations. |
| Enterprise | Any entity contributing to the development of or implementing the MPAI-NNW Technical Specification. |
| Essential IPR | Any Proprietary Rights, (such as patents) without which it is not possible on technical (but not commercial) grounds, to make, sell, lease, otherwise dispose of, repair, use or operate Implementations without infringing those Proprietary Rights |
| Framework Licence | A document, developed in compliance with the generally accepted principles of competition law, which contains the conditions of use of the Licence without the values, e.g., currency, percent, dates, etc. |
| General Availability | The result of the release of a product to the general public. When a product reaches General Availability, it becomes available through the company's general sales channel — as opposed to a limited release, or beta version, used primarily for testing and user feedback purposes. |
| Implementation | A hardware and/or software reification of the MPAI-NNW Technical Specification serving the needs of a professional or consumer user directly or through a service |
| Implementation Rights | Licence to reify the MPAI-NNW Technical Specification |
| Licence | The Framework Licence to which values, e.g., currency, percent, dates etc., related to a Standard Essential IPR will be added. In the Framework Licence, the word Licence will be used as singular. However, multiple Licences from different IPR holders may be issued. |
| Profile | A particular subset of the technologies that are used in MPAI-NNW Technical Specification and, where applicable, the classes, subsets, options, and parameters relevant to the subset |
| Standard Essential IPR | Essential IPR for the MPAI-NNW Technical Specification standardised by MPAI. |
| Technical Specification | The document specifying how to make a Conforming Implementation of MPAI-NNW. |
| Trial | A release of a product or service to a limited number of participants in the Trial. |

# Conditions of use of the Licence

The Standard Essential IPR holders commit themselves to issue a Licence with the following conditions:

1. The Licence will be in compliance with generally accepted principles of competition law and the MPAI Statutes
2. The Licence will cover all of Licensor’s claims to Essential IPR practised by a Licensee of the MPAI-NNW Technical Specification.
3. The Licence will cover Development Rights and Implementation Rights.
4. The Licence for Development and Implementation Rights, to the extent it is developed and implemented only for the purpose of evaluation or demo solutions or technical trials, will be free of charge.
5. The Licence will apply to a baseline MPAI-NNW profile and to other profiles containing additional technologies.
6. Access to Essential IPRs of the MPAI-NNW Technical Specification will be granted in a non-discriminatory fashion.
7. The scope of the Licence will be subject to legal, bias, ethical and moral limitations.
8. Royalties will apply to Implementations that are based on the MPAI-NNW Technical Specification.
9. Royalties will apply on a worldwide basis.
10. Royalties will apply to any Implementation, with the exclusion of the types of implementations specified in clause 4.
11. An MPAI-NNW Implementation may use other IPR to extend the MPAI-NNW Implementation or to provide additional functionalities.
12. The Licence may be granted free of charge for particular uses if so decided by the licensors.
13. A licence free of charge for a limited time and a limited amount of forfeited royalties will be granted on request.
14. A preference will be expressed on the entity that should administer the patent pool of holders of Patents Essential to the MPAI-NNW Technical Specification.
15. The Licence will be issued before commercial implementations of the MPAI-NNW Technical Specification become available on the market. Commercial implementation implies General Availability to any users and does not include trials.
16. The total cost of the Licences issued by IPR holders will be in line with the total cost of the Licences for similar technologies standardised in the context of Standard Development Organisations.
17. The total cost of the Licences will take into account the value on the market of the Standard Essential IPR.