



Public document

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Source IPPRSAC

Title Proposal for Framework Licence - MPAI Connected Autonomous Vehicle (CAV)
– Architecture

Target MPAI Members

1 Coverage

This Framework Licence applies to the “Technical Specification: Connected Autonomous Vehicle (MPAI-CAV) – Architecture” (in the following called MPAI-CAV – Architecture) as it will be defined in a future document *Nwxyz* issued by Moving Picture, Audio and Data Coding by Artificial Intelligence (MPAI). All contributors to MPAI-CAV – Architecture 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.

2 Definitions

Term	Definition
Conforming Implementation	An implementation that has passed the Conformance Testing process of the MPAI-CAV – Architecture 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-CAV – Architecture Essential IPRs to develop Implementations.
Enterprise	Any entity contributing to the development of or implementing the MPAI-CAV – Architecture 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-CAV – Architecture Technical Specification serving the needs of a professional or consumer user directly or through a service
Implementation Rights	Licence to reify the MPAI-CAV – Architecture 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-CAV – Architecture Technical Specification and, where applicable, the classes, subsets, options, and parameters relevant to the subset
Standard Essential IPR	Essential IPR for the MPAI-CAV – Architecture Technical Specification standardised by MPAI.
Technical Specification	The document specifying how to make a Conforming Implementation of MPAI-CAV – Architecture.
Trial	A release of a product or service to a limited number of participants in the Trial.

3 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 scope of the Licence may be subject to legal, bias, ethical and moral limitations.
3. The Licence will cover:
 - 3.1. All claims to Essential IPR and copyright of a Licensor that are practised by a Licensee of the MPAI-CAV – Architecture Technical Specification.
 - 3.2. Development Rights and Implementation Rights.
4. The Licence will grant access to Essential IPRs of the MPAI-CAV – Architecture Technical Specification in a non-discriminatory fashion.
5. Royalties will apply:
 - 5.1. To a baseline MPAI-CAV – Architecture profile and to other profiles containing additional technologies.
 - 5.2. To any Implementation that is based on the MPAI-CAV – Architecture Technical Specification, with the exclusion of the types of implementations specified in clause 7.1.
 - 5.3. On a worldwide basis.
6. An Implementation of MPAI-CAV – Architecture may use other IPR to extend an Implementation of MPAI-CAV – Architecture or to provide additional functionalities.
7. Exemptions:
 - 7.1. A Licence, 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.
 - 7.2. A Licence may be granted free of charge for particular uses if so decided by the licensors.
 - 7.3. A Licence free of charge for a limited time and a limited amount of forfeited royalties will be granted on request.
8. A preference will be expressed on the entity that should administer the patent pool of holders of Patents Essential to the MPAI-CAV – Architecture.
9. The Licence will be issued before commercial implementations of the MPAI-CAV – Architecture Technical Specification become available on the market. Commercial implementation implies General Availability to any users and does not include trials.
10. The total cost of the Licences issued by IPR holders will:
 - 10.1. Be in line with the total cost of the Licences for similar technologies standardised in the context of Standard Development Organisations.
 - 10.2. Take into account the value on the market of the Standard Essential IPR.