



Public document

N1350

2023/08/23

Source IPR Support Advisory Committee

Title Framework Licence: Artificial Intelligence for Health Data (MPAI AIH)

Target MPAI Members

1 Coverage

This Framework Licence applies to Technical Specification: Artificial Intelligence for Health Data (MPAI AIH) – in the following “Standard” – as it will be defined in document Nwxyz Technical Specification: Artificial Intelligence for Health Data (MPAI AIH) planned to be approved Moving Picture, Audio and Data Coding by Artificial Intelligence (MPAI). All contributors to the Standard 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 Artificial Intelligence for Health Data (MPAI AIH)
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 Essential IPRs to develop Implementations of the Standard.
Enterprise	Any entity contributing to the development of or implementing the Standard.
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 Standard serving the needs of a professional or consumer user directly or through a service
Implementation Rights	Licence to reify the Standard.

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 and, where applicable, the classes, subsets, options, and parameters relevant to the subset
Standard	Technical Specification: Artificial Intelligence for Health Data (MPAI AIH).
Standard Essential IPR	Essential IPR for the Standard specified by MPAI.
Technical Specification	The document specifying how to make an Implementation.
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 Licence will cover:
 - 2.1. All claims to Essential IPR and copyright of a Licensor that are practised by a Licensee of the Standard.
 - 2.2. Development Rights and Implementation Rights.
3. The Licence will grant access to Essential IPRs of the Standard in a non-discriminatory fashion.
4. The scope of the Licence may be subject to legal, bias, ethical and moral limitations.
5. Royalties will apply:
 - 5.1. To a baseline profile of the Standard and to other profiles containing additional technologies.
 - 5.2. To any Implementation that is based on the Standard, with the exclusion of the types of implementations specified in clause 7.1.
 - 5.3. On a worldwide basis.
6. An Implementation of the Standard may use other IPR to extend the Implementation Standard or to provide additional functionalities.
7. Exemptions:
 - 7.1. A 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.
 - 7.2. A Licence may be granted free of charge for particular uses if so decided by the licensors.
 - 7.3. A free of charge Licence 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 Standard.
9. The Licence will be issued before commercial implementations of the Standard 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 be in line with the total cost of the Licences for similar technologies standardised in the context of Standard Development Organisations.

11. The total cost of the Licences will take into account the value on the market of the Standard Essential IPR.