

Exhibit E

NENA Intellectual Property Rights Policy

I Purpose

NENA requires an explicit Intellectual Property Rights Policy to conduct its daily work. The objectives of this policy are to:

- a. Ensure that Members' and participating Entities' IPR are protected;
- b. Promote awareness of IPR issues among NENA Committees so as to permit informed decision-making about the tradeoffs associated with technical alternatives encountered in committee work; and
- c. Ensure that implementers producing products or services based on NENA standards are not unreasonably inhibited by IPR licensing requirements.

2 Definitions

2.1 Affiliate

An *Affiliate* is any entity, now or hereafter, that is *Controlled* by, under common *Control* with, or that *Controls* a subject party.

2.2 Control

To *Control* an entity is to hold, directly or indirectly, more than 50% of the voting power to elect directors of a corporation, in the case of a corporate entity, or, for any other entity, the power to direct the management of such entity.

2.3 Compliant Portion

A *Compliant Portion* is only those specific portions of a product (hardware, software, service, system, network, operational principle, or any combination(s) thereof) that implement and are compliant with all *Normative Requirements* of a *Deliverable* (as applicable to such portions as are adopted) and that are within its *Scope*.

2.4 Contribution

A *Contribution* is a proposal of or submission to an addition to or modification of a new or existing *Deliverable*, if the proposal or submission is either (a) submitted in writing (including a writing in electronic form), or (b) stated orally. An oral statement is not a *Contribution* unless each of the following four conditions obtains:

- a. It is memorialized with specificity in the meeting minutes;
- b. It is attributed in the meeting minutes to the submitting contributor;
- c. The meeting minutes are promptly provided to and approved by the submitting contributor; and

- d. The submitting contributor does not withdraw its submission in writing within fourteen (14) days of receipt of the written minutes.

2.5 Deliverable

A *Deliverable* is a written output of a NENA Committee. This includes, but is not limited to, reports, information documents, administrative documents, standards, drafts, specifications, software, schema, tables, web pages, slides, emails, or similar materials. All parts of such outputs are *Deliverables* without exception.

2.6 Final Deliverable

A *Final Deliverable* is a *Deliverable* that has been approved by the NENA Board or, for documents that are not subject to Board approval, that has been approved by the last body required by the applicable procedure under which the document was developed.

2.7 Implementer

An *Implementer* is a person or business entity that produces one or more products (hardware, software, service, system, network, operational principle, or any combination thereof) having a *Compliant Portion*.

2.8 IPR

IPR means intellectual property rights, including patents, published and unpublished patent applications, copyrights, trademarks, and trade secret rights, as well as any intellectual property right resembling a member of the foregoing list as such right may exist in a particular jurisdiction.

2.9 Licensing Declaration Form

Licensing Declaration Form means the form in Annex B of this Policy.

2.10 Member

The term *Member* shall have the same meaning as that ascribed to it in the prevailing NENA By-Laws, provided, however, that, any other person or entity that participates in a meeting of a *NENA Committee* shall be deemed to be a *Member* for purposes of Article 3 of this Policy and to any other extent required to impose upon such person or entity all other rights and obligations arising under this Policy, notwithstanding such person's or entity's failure to satisfy the general definition of *Member* ascribed to that term in the NENA By-Laws.

2.11 NENA Board

The *NENA Board* is the board of directors or any successor entity which, under the charter and bylaws of

NENA, has the power to manage and control the operations of the association and to finally approve any *Standard*.

2.12 NENA Committee

A *NENA Committee* includes any assembly of *Members*, including lead teams, committees, sub-committees, working groups, and any other structure or assemblage, convened for the purpose of discussing, debating, proposing, revising, or otherwise working on a *Deliverable*.

2.13 NENA Publication

A *NENA Publication* is a book, pamphlet, periodical, or training document that does not contain any *Normative Requirements* and which is not subject to the regular standards development or review processes of NENA.

2.14 No License

The term *No License* applies to *IPR* that an owner has refused to make available under *RAND* or *RANDz* terms by selecting option three (3) on a *Licensing Declaration Form*.

2.15 Normative Requirements

Normative Requirements are those portions of a *Final Deliverable* that are expressly identified as required for compliance with the *Final Deliverable*, including those portions of an optional or alternative portion of the *Final Deliverable* that are identified as required for compliance with such optional or alternative portion. Portions of a *Final Deliverable*, or of any optional or alternative portion of a *Final Deliverable*, are expressly identified as being required for compliance if they are identified by terms such as “must,” “shall,” “mandatory,” “normative,” or “required.”

2.16 Manuscript

A *Manuscript* is any written matter submitted to NENA for the purpose of incorporation in a *NENA Publication*.

2.17 Manuscript Submission Form

Manuscript Submission Form means the form in Annex D of this Policy.

2.18 Participant

A *Participant* is a *Member* who has attended more than one meeting of a particular *NENA Committee*, as reflected in the committee minutes, and who has not terminated his or her involvement by giving written notice of withdrawal to the committee chair.

2.19 Participating Entity

A *Participating Entity* is any entity, including its affiliates, that employs or *Controls* a *Participant* who participates in a *NENA Committee*.

2.20 Patent Holder

A *Patent Holder* is a *Member* or *Participating Entity* who owns or has effective control of *Patent IPR* in a patent or patent application.

2.21 Patent IPR

The term *Patent IPR* includes claims of an issued patent or pending patent application:

- a. Which is now, or at any time during the term of this *IPR Policy*, owned or licensable by a *Participant* or any of its *Affiliates* without the payment of any royalty or fee to any third party;
- b. For which no technically feasible non-infringing alternative exists as a means to implement the *Normative Requirements* of a *Deliverable*; and
- c. Which is within the *Scope*.

Patent IPR excludes any claims:

- a. Other than those set forth above, even if contained in the same patent or patent application as *Patent IPR*; or
- b. Applicable solely to an implementation of a portion of a *Deliverable* outside the *Scope*.

2.22 Patent Information Form

Patent Information Form means the form in Annex A of this Policy.

2.23 RAND

RAND means worldwide licensing terms and conditions that are reasonable and non-discriminatory but which may be royalty bearing and/or conditioned upon reciprocity.

2.24 RANDz

RANDz means reasonable and non-discriminatory worldwide licensing terms and conditions which may be conditioned upon reciprocity, but which are free from all charges of any kind, including but not limited to royalties, license fees, and execution fees.

2.25 Scope

The *Scope* of a *Deliverable* shall include items disclosed with particularity in the *Deliverable* where the primary purpose of such disclosure is to enable products or systems to interoperate, interconnect, or communicate as described within the *Deliverable*.

As non-exclusive representative examples, disclosed items including architectural and interconnection re-

quirements, protocols, electrical signaling characteristics, register models, communication and network interface protocols, application program interfaces, service provider interfaces, physical dimensions and characteristics, and data structures comprise the *Scope of a Deliverable*.

The *Scope of a Deliverable* shall not include:

- a. Any technology that may be necessary to develop, design, manufacture, sell, or use any product or portion thereof that complies with a *Deliverable* but is not expressly set forth in that *Deliverable*;
- b. The implementation or use of other published specifications or standards developed elsewhere but referred to in the body of a *Deliverable*;
- c. Any portion of any product or any combination of products or portions of products that are not required for compliance with the *Deliverable*;
- d. Any implementation examples contained in the *Deliverable*, unless the *Deliverable* expressly states that such implementation examples are within the *Scope* and subject to *RAND*, *RANDz*, or *No License* terms, as applicable.

2.26 Standard

A *Standard* is a *Deliverable* that specifies *Normative Requirements* for a technical or operational matter and which requires approval of the *NENA Board* to become a *Final Deliverable*.

2.27 Stable Form Notice

A *Stable Form Notice* is a written communication (whether physical or electronic) advising *Participants* of the obligation to file with the Committee Resource Manager a *Licensing Declaration Form* covering a particular *Deliverable*.

2.28 Submitter

For a given *Contribution*, the term *Submitter* includes the *Participant* who makes the *Contribution*, along with any *Participating Entity* who employs or *Controls* the *Participant*.

3 Consideration

As partial consideration for admission to or renewal of membership in NENA and for the right of a *Member* or *Participating Entity* to participate in the work of a *NENA Committee*, each *Member* or *Participating Entity* agrees to be bound by the terms of this *IPR Policy* whether or not the right to participate is exercised.

4 Patent IPR

4.1 Coverage

This Article covers *Deliverables* created by or contributed to NENA Committees, and applies to *Members*, *Participants*, *Participating Entities*, and *Submitters*.

4.2 General Rules

The terms as designated in a *Licensing Declaration Form* under which *IPR* is offered to *Members* (e.g. *RAND*, *RANDz* or *No License*) may be considered by *NENA Committees* in determining whether to incorporate such *IPR* in a *Deliverable*. No *Member* or *Participating Entity* shall have an obligation to offer its own *IPR* for use by any other party.

4.3 Disclosure of Patent IPR

4.3.1 Obligations to Disclose

4.3.1.1 For Members Acting in an Individual Capacity

Each *Member* who is a *Participant* in a *NENA Committee* in an individual capacity shall disclose all *Patent IPRs* which he or she owns or controls and which are within the *Scope of a Deliverable*, or which would come within the scope of a *Deliverable* if a particular *Contribution* were accepted.

4.3.1.2 For Members Participating on Behalf of a Participating Entity

A *Member* who is a *Participant* on behalf of a *Participating Entity* shall disclose all *Patent IPRs* owned or controlled by that *Participating Entity* of which the *Member* is personally aware and which are within the *Scope of a Deliverable*, or which would come within the scope of a *Deliverable* if a particular *Contribution* were accepted. A *Member's* personal awareness includes the *Member's* actual knowledge as well as whatever additional information the *Member* may obtain following good-faith consultation between the *Member* and any other employee, agent, or attorney of the *Participating Entity* known by the *Member* to be familiar with the patent position of the *Participating Entity* and its *Affiliates*, such as the *Participating Entity's* patent attorney. A *Member* is encouraged to disclose other *Patent IPR* of which the *Member* is aware, including that of third parties, which the *Member* believes to be within the *Scope of a Deliverable*, or which the *Member* believes would come within the scope of a *Deliverable* if a particular *Contribution* were accepted.

4.3.2 Requests for Disclosure by Non-Participants

Any *Participant* may request that the Committee Resource Manager submit a request to any entity identified by such *Participant* for such entity to complete and sub-

mit a *Patent Information Form* with respect to a particular *Deliverable* and, if applicable, a *License Declaration Form*. *Members* are required to respond by either filling in a *License Declaration Form*, or if the *Member* believes neither he or she nor any *Participating Entity* on behalf of which he or she is participating holds applicable *IPR*, by filing a *Patent Information Form* with the Committee Resource Manager. The Committee Resource Manager shall not disclose the name or affiliation of the requesting party, and no *Member* or third party shall have any right to request or receive such information.

4.3.3 No Patent Search Required

Neither the disclosure obligations imposed by sections 4.3.1.1 and 4.3.1.2 nor the consultation obligation imposed by section 4.3.1.2 shall oblige a *Member* or *Participating Entity* to conduct patent or patent application searches; nor shall the obligation of good-faith consultation with knowledgeable individuals under section 4.3.1.2 be construed to impose a standard of diligence.

4.3.4 Timeliness

A *Member* under an obligation to disclose *Patent IPR* shall do so as soon as practical during the process of creating a *Deliverable*. Verbal disclosure of *Patent IPR* shall be sufficient as an initial matter, and all such disclosures shall be recorded in the minutes of the meeting at which they are made. Verbal disclosure does not relieve a *Member* from the obligation to formally disclose *Patent IPR* using the *Patent Information Form* after making any *Contribution* which would, if adopted, place the *Patent IPR* within the *Scope* of the *Deliverable*.

4.3.5 Patent Information Form

A *Member* must disclose *Patent IPR* by completing a *Patent Information Form* and submitting that form to the committee's Secretary. A *Member* or *Patent Holder* may submit a *Licensing Declaration Form* covering "All *Patent IPRs*" or "All *Patent IPRs* not otherwise disclosed," in lieu of listing individual *Patent IPRs*. The Secretary shall forward all such disclosures to the Chairperson of the committee and to the Committee Resource Manager. The Committee Resource Manager shall log all disclosures, attach them to the committee's meeting reports, and post them to the Committee Management Website.

4.4 Licensing Declaration Procedures

4.4.1 Disclosure at NENA Committee Meetings

At each meeting of a *NENA Committee*, whether held in-person, by teleconference, or by correspondence, the chairperson or the chair's designee shall ask whether anyone has knowledge of *Patent IPR* within the *Scope* of any

Deliverable(s) or which would come within the *Scope* of any *Deliverable(s)* if any *Contribution(s)* pending before the committee were accepted. The fact that this question was asked shall be recorded in the meeting minutes along with the names, affiliations, and disclosed *Patent IPR* stated by those responding in the affirmative.

4.4.2 Disclosure During Review Period

When any *Deliverable* is in stable form, but before it undergoes review by the NENA Standards Advisory Council, the Committee Resource Manager shall send a *Stable Form Notice* to the *Participants* in the relevant committee giving notice of a deadline, at least sixty (60) days from the date of the announcement, by which all *Patent Holders* with respect to the *Deliverable* must submit a completed copy of the *Licensing Declaration Form* in Annex B to the Committee Resource Manager. All *Stable Form Notices* shall also be posted to the Committee Management Website.

4.4.3 Licensing Declaration Form Options

The terms offered in a *Licensing Declaration Form* shall be chosen from the following three types:

- a. Non-discriminatory licenses on reasonable terms and conditions (*RAND*);
- b. Royalty-free, non-discriminatory licenses on reasonable terms and conditions (*RANDz*); or
- c. A refusal to license under either of the preceding types of terms (*No License*).

Only one type of licensing terms shall be selected on a single *Licensing Declaration Form*. A *Member* or *Participating Entity* who is obliged to disclose multiple *Patent IPRs* and who wishes to offer different *Patent IPRs* under different enumerated terms types must submit a separate *Licensing Declaration Form* for each terms type listing the *Patent IPRs* to be licensed under the indicated terms type. A *Member* or *Patent Holder* may submit a *Licensing Declaration Form* covering "All *Patent IPRs*" or "All *Patent IPRs* not otherwise declared," in lieu of listing individual *Patent IPRs*.

4.4.4 Negotiation of *RAND* or *RANDz* Terms

Detailed negotiations concerning the specific terms of licensing agreements for *Patent IPRs* are left to the parties concerned and will be conducted outside *NENA Committee* processes. In no event, however, shall any agreement vary the requirements of the *RAND* or *RANDz* definitions for *Patent IPRs* that have been listed on a *Licensing Declaration Form* specifying those terms.

4.4.5 Negotiation of *RAND* or *RANDz* Terms in NENA Forum Prohibited

Parties negotiating terms under a *RAND* or *RANDz* declaration shall undertake all such negotiations in a forum

other than the meetings or conferences of *NENA Committees*. No discussion of license terms shall be permitted during committee meetings, conference calls, or via group email or collaboration systems. All such discussions shall take place between the owner(s) of the subject *Patent IPR* and each individual license applicant.

4.4.6 Obligation to Grant Licenses

By completing a *Licensing Declaration Form* and selecting *RAND* or *RANDz* terms, a *Patent Holder* or *Member* commits to offer the *Patent IPR* referred to thereon under the specified terms to any lawful entity that requests a license for the purpose of manufacturing, using, or offering for sale any product that includes a *Compliant Portion* under the *Normative Requirements* of the standard for which the *Licensing Declaration Form* was completed.

4.4.6.1 Term and Survival

The terms upon which a *Patent Holder* commits to offer disclosed *Patent IPR* shall be binding, in accordance with section 4.4.3, until the expiration of the rights disclosed, regardless of any termination of business, withdrawal from NENA, or change of ownership of the *Patent IPRs* or of the *Patent Holder*.

The obligation to grant licenses for declared *Patent IPR* shall survive the termination of a *Participant's* participation with respect to the following:

- a. Any *Patent IPR* in a *Deliverable* that became a *Final Deliverable* prior to the effective date the *Participant's* termination of participation in the relevant *NENA Committee*; and
- b. Any *Patent IPR* included in a *Deliverable* by virtue of a *Contribution* for which the terminating *Participant* was a *Submitter* and which is incorporated in the *Final Deliverable* after the effective date of the *Participant's* termination of participation in the relevant *NENA Committee*.

4.4.7 Effect of No License Declaration

If a *Patent Holder* (or *Member* or third party to whom a disclosure request has been delivered) selects the *No License* term type, the approval reviews (e.g., all-committee, public comment, *NENA Board*) of the subject *Deliverable* shall be halted. A *No License* halt shall end when one of the following four conditions obtains:

- a. The *Submitter* withdraws the *Contribution* that contains the *Patent IPR* subject to a *No License* declaration;
- b. The *Patent Holder* submits a new *License Declaration Form*, rescinding the *No License* declaration and offering the *Patent IPR* under *RAND* or *RANDz* terms;
- c. The authoring committee withdraws the *Deliverable* from the approval process; or

- d. The *NENA Board*, after consultation with counsel, approves the inclusion of the *Patent IPR* covered by the *No License* declaration.

5 Copyrights

5.1 Coverage

This Article covers *Contributions* created by or submitted to *NENA Committees* and applies to *Members*, *Participants*, *Participating Entities*, and *Submitters*.

5.2 Grant of Rights and Permissions

A *Submitter* making a *Contribution* retains copyright to the *Contribution* and may use it for such purposes as the *Submitter* may desire. However, by making a *Contribution*, all *Submitters* grant to NENA an irrevocable, worldwide, perpetual, royalty-free, nontransferable, nonexclusive copyright license to (1) reproduce, modify and distribute (in any and all print, electronic or other means of reproduction, storage or transmission) its *Contributions* for the purpose of developing and publishing *Deliverables*, and (2) upon release of a *Final Deliverable* a license to NENA to sublicense to any and all *Implementers* of the *Final Deliverable* the right to reproduce, distribute, make derivative works (in certain limited instances to be defined by NENA) and display such *Final Deliverable* as reasonably necessary to implement such *Final Deliverable*.

5.3 Patent Rights Not Granted

Nothing in this Article shall imply or be construed to grant NENA rights in any *Patent IPR* related to copyrighted works subject to this agreement.

5.4 Representations and Warranties

By making a *Contribution*, a *Submitter* represents and warrants that, to the extent personally known to the *Submitter* and any *Participant(s)* under the *Submitter's Control*:

- a. The *Submitter* owns or *Controls* the copyright in the contents of its *Contribution* and any part thereof;
- b. The *Submitter* has the right to make the grants, acknowledgements, and agreements required by this policy;
- c. No information in the *Contribution* is confidential or otherwise subject to a license or other encumbrance that conflicts with or supersedes the rights granted to NENA under this Policy, and NENA may freely disclose any and all information in the *Contribution* any third party or parties without limitation;
- d. The *Contribution*, if incorporated into a *Deliverable*, will not subject the *Deliverable* or implementations of the *Deliverable*, in whole or in part, to licensing obligations, restrictions, or requirements that are incon-

sistent with those set forth in this agreement, such as, without limitation, obligations, restrictions or requirements set forth by the General Public License (GPL).

5.5 Copyright In & Notice On Software Code

When a *Deliverable* contains software code, NENA will provide users of the *Deliverable* a free copyright license for the limited purpose of implementing, selling, making, and using products conforming with the *Normative Requirements* of the *Deliverable*. Any such copyright license, however, shall not imply or be construed to convey rights in any *Patent IPR*. All software code contained in a *Deliverable* will be provided on an “AS IS” basis only, and, to the maximum extent permitted by applicable law, NENA, NENA’s *Members*, all *Participating Entities* and the authors and developers of such software will, and do hereby, disclaim all other warranties and conditions, express, implied, or statutory, including, but not limited to, any implied warranties, duties, or conditions of merchantability, of fitness for a particular purpose, of accuracy or completeness of responses, of results, of workmanlike effort, of lack of viruses or malicious code, or lack of negligence. Finally, NENA shall include a notice of the above disclaimers with all software code contained in a *Deliverable*.

5.6 Special Conditions for *Manuscripts*

Notwithstanding the general provisions of this Article, NENA may condition the acceptance of *Manuscripts*, or portions thereof, on the assignment of copyrights in the submitted material and the disclosure of certain interests of the *Submitter(s)*.

5.6.1 *Manuscript* Submission

When a *Submitter* proposes a *Manuscript* for inclusion in a *NENA Publication*, the *Submitter* shall complete a *Manuscript Submission Form* and include that form along with the *Manuscript*. NENA may refuse to accept any *Manuscript* that is not accompanied by the required form.

5.6.2 Extended Projects

When a *Submitter* is a *Participant* in a project to develop, update, revise, or otherwise work on a *NENA Publication* that requires multiple submissions over an extended period of time, the *Submitter* may submit a single *Manuscript Submission Form* and *Multiplicity of Interest Form* covering all *Manuscripts* submitted prior to the approval of the project *Deliverable*. The Committee Resource Manager or the NENA Staff member responsible for the *NENA Committee* developing the relevant *NENA Publication* shall receive and file all such forms.

5.6.3 Multiplicity of Interest – Disclosure Required

It is a condition precedent of acceptance of a *Manuscript* for inclusion in a *NENA Publication* that each *Submitter* of the *Manuscript* disclose certain information that bears on the *Submitter’s* multiplicity of interests. Specifically, the following relationships of each *Submitter*, and any immediate family member thereof, must be disclosed:

- The name and nature of all employers.
- Membership on the board of directors or any fiduciary relationship with another organization.
- Membership on a technical or operational advisory panel or other standing operational/technical committees of another organization.
- Direct ownership or control of shares of stock in a corporation.
- Consultative or advisory arrangements for which monetary compensation is received.
- Grants or research support from a company or organization whose products or services are directly related to the subject matter of a *Manuscript*.

In addition, while it is not possible to list all categories, conditions, or circumstances that may give rise to a multiplicity of interest, a reasonable test to determine whether a multiplicity exists is to ask whether any particular affiliation or interest could cause embarrassment to NENA, or to the individual or institution involved, or lead to questions about an individual’s motives, if such affiliations were made known to the public. If the answer to that question is “yes,” a multiplicity of interest exists and must be disclosed.

If a *Manuscript* is accepted for publication notwithstanding the existence of a multiplicity of interest, each *Submitter* consents to the identification of that multiplicity alongside the published version of the *Manuscript*.

6 Trademarks

6.1 Duties of the *NENA Board*

In the event that NENA proposes to adopt any name, dress, or logo as a trademark, certification mark, trade dress, or trade name (collectively, “trademarks”) to identify, distinguish, or promote any *Standard* or products that conform to the *Normative Requirements* of a *Standard* (or part(s) thereof, if such partial conformance is explicitly permitted by the *Standard*), the *NENA Board* shall take the following steps:

- a. It shall notify the *Members* in writing (electronic writings being deemed sufficient) at least forty-five (45) days prior to the date on which it plans to vote to adopt the mark as a trademark of NENA;

- b. It shall take all steps it deems necessary and proper, in its sole discretion, to protect NENA's rights under such trademarks as it adopts for use by NENA;
- c. It shall establish and disseminate reasonable conditions and procedures for the licensing and use of such trademarks, which conditions and procedures shall be demonstrably free of any unfair discrimination among *Members*.

6.2 Waiver of Recourse

Each *Member* and *Participating Entity* agrees that, unless it provides written notice to the *NENA Board* challenging a proposed mark prior to a vote on adoption of that mark under this Article, then neither the *Participant*, *Participating Entity*, nor any of its/their *Affiliates* shall assert against NENA or any *Member* any trademark or trade name rights they may have or thereafter possess in the proposed trademark. Further, each *Participant* and *Participating Entity* and their *Affiliates*, if any, agrees not to use or adopt any trademarks for any product, service, guideline, specification, or standard likely to cause confusion with or dilute the value of any of the trademarks adopted by NENA, unless such use or adoption has been previously approved and agreed to by the *NENA Board*.

7 Antitrust

7.1 General Policy

The National Emergency Number Association (NENA) assigns the highest priority to full compliance with both the letter and the spirit of the antitrust laws, and it is vital that meetings of *NENA Committees* be conducted in a manner consistent with this policy. If at any time during the course of a meeting the committee leadership or NENA staff, if present, believes that a sensitive topic under the antitrust laws is being discussed, or is about to be discussed, they will so advise the meeting and halt further discussion. As attendees at a meeting, a *Member* or *Participating Entity* likewise should not hesitate to voice any concerns in this regard.

It is important to bear in mind that those in attendance at a meeting may be one's competitors. NENA *Members* and *Participants* should avoid discussing certain subjects when they are together – both at formal NENA meetings and in informal contacts with others – and should adhere strictly to the guidelines that follow. In general, the types of discussion that should be avoided are those that may suggest or tend to reflect agreements among competitors as to: price; terms of sale that could impact price; allocation of customers, markets, or terri-

tories; bid-rigging; and boycotts or joint refusals to do business with others.

While many of the antitrust laws apply only to "concerted" action or "agreements," an illegal agreement can be found even without a "handshake" or express words or writings indicating agreement. Tacit understandings, including responding to pressure, exerting pressure or doing "what is expected," can be sufficient. An implied agreement also may be inferred from actions or the result of those actions. For example, if two competitors discuss prices, and later adopt prices that are similar, a conspiracy to fix prices may be inferred, even though the competitors never explicitly "agreed" to do anything. Comments made in an informal environment may be used as proof of an agreement, even though the parties' subsequent actions actually were taken independently for sound business reasons. Thus, the safest rule of thumb is to avoid any discussions with competitors of topics, in association meetings or elsewhere, on which it would be illegal to agree. An informal verbal understanding could violate the antitrust laws. It is possible to break the law without a written contract or express agreement.

The antitrust laws apply to membership organizations such as NENA just as they apply to any individual company or group of competitors. *Members* and *Participants* should always avoid conduct that would violate the antitrust laws in the ordinary course of business. As such, with rare exceptions that should be made only upon the advice of NENA counsel, there should never be discussion of the following topics at any NENA meeting (whether as part of a structured formal meeting of the association or as part of informal discussions among members at social functions or other events):

- any cooperative's or company's prices or pricing policies;
- terms of sale, warranties or contract provisions;
- division of customers, territories or locations;
- restrictions on or reductions of a cooperative's or company's business activities;
- specific R&D, sales or marketing plans;
- any cooperative's or company's confidential product, product development or production strategies;
- whether to purchase from certain suppliers or sell to certain customers;
- prices paid to input sources;
- complaints about individual firms or other actions that might tend to hinder a competitor from competing fully in any market (with some exceptions in the public policy context);

- data concerning fees, prices, production, sales, bids, costs, salaries, customer credit or other business practices, unless the data in question is exchanged and disclosed pursuant to a well-considered plan that has been approved by NENA counsel.

All NENA meeting attendees have an obligation to terminate any discussion or activity, seek the advice of legal counsel, or, if necessary, terminate any meeting if the discussion or activities conducted therein might be construed to raise any antitrust issues. If serious antitrust concerns are left unaddressed, a *Member* or *Participant* should announce his or her departure, explain why, and withdraw from the meeting.

NENA is committed to complying fully with the antitrust laws.

7.2 Notice at Meetings of NENA Committees

At the commencement of the first meeting of a *NENA Committee* held during a calendar year, and during the opening session of any conference held for the purpose of discussing, debating, proposing, revising, or otherwise working one or more *Deliverables*, the Chairman, Working Group Leader, Committee Resource Manager, Conference Emcee, or a designee of any of the foregoing shall read the following statement, in its entirety:

On behalf of the National Emergency Number Association, I welcome you to this meeting. It is essential that we observe certain ground rules as we participate in this meeting. Antitrust laws of the United States prohibit the discussion of a number of matters in a meeting such as this. It is important that discussions at this meeting address only that information needed for legitimate functioning of NENA and the <insert committee or working group name here>. Relative to any company or companies represented by any of us, there can be no discussion of: prices; terms and conditions such as credit terms, markups, or profits; geographical areas in which a company or companies seek or may seek to do business; the persons or companies with whom a company or companies will or will not do business; production costs; or any future marketing plans. Any departure from these ground rules could result in severe civil and criminal penalties to you as individuals and/or to your companies. Federal sentencing

guidelines mandate jail sentences for anti-trust violations and call for criminal fines that may range into the millions of dollars. NENA is committed to complying with federal antitrust regulations. Before participating in this meeting, you are encouraged to familiarize yourself with NENA's complete Intellectual Property Rights and Antitrust policies, available at www.nena.org/ipr. It is a condition of your participation in this committee that you accept the terms of the NENA IPR Policy. If you do not accept these terms, please leave the meeting at this time.

The fact that this statement was read shall be recorded in the meeting minutes or conference proceedings, respectively.

At subsequent meetings of *NENA Committees* or during ensuing conference sessions, the Chairman, Working Group Leader, Committee Resource Manager, or Conference Session Owner shall ask whether anyone present has not received or does not agree to this IPR Policy, and, after offering any person responding in the affirmative an opportunity to withdraw from the meeting or conference, shall record the fact that the question was asked, along with the name and affiliation of any person responding in the affirmative, in the minutes of the meeting or the proceedings of the conference session.

7.2.1 Exceptions

Notwithstanding the provisions of Section 7.2, *supra*, the Antitrust Notice need not be read at meetings of subordinate bodies such as sub-committees or working groups if the following three conditions obtain:

- a. the notice is printed prominently on the agenda of a meeting and the agenda is provided to all members of the subordinate body at least 24 hours in advance of the meeting's scheduled start time;
- b. the notice is verbally recognized by the Chair of the subordinate body or presiding officer at the commencement of the meeting; and
- c. non-consenting *Participants* are given an opportunity to reject this policy and leave the meeting.

When this procedure is used by a subordinate body, that body shall record the fact that the Chair called attention to the notice and provided an opportunity for non-consenting participants to reject the policy and leave the meeting in its minutes.

7.3 Obligation to Report Violations

If a *Member* believes that a discussion at a meeting of a *NENA Committee* would violate the policy described above or the antitrust laws of the United States (or of any foreign state which could reasonably claim jurisdiction over one or more *Members* participating in the meeting) then such *Member* shall:

1. Declare and be identified as an objector to the discussion or activity in question.
2. Immediately disassociate him or her self from the discussion and withdraw from the meeting.
3. Report her or his objection to the Chair of the relevant *NENA Committee* and to one or more of the appointees to the Development Steering Council.

The fact that a *Member* stated an objection and withdrew from a meeting shall be recorded in the meeting minutes.

7.4 Consultation Recommended

NENA encourages all *Members* to familiarize themselves with this antitrust statement and consider discussing their participation in a *NENA Committee* with counsel if, by virtue of their participation, a corporation or other business entity might meet the definition of a *Participating Entity*.

8 Communications to Members

Upon approval by the *NENA Board*, a copy of this policy shall be sent to all *Members*, and, in the future, shall be included in the *Member* registration package for all new *Members*. Further, this policy shall be posted on the NENA website at www.nena.org/ipr, and the *NENA Board* shall establish mechanisms whereby all existing and new members must, as a condition of membership, acknowledge and agree to be bound by the terms of this Policy.

Patent Information Form

Background

This form provides NENA with information about the IPR status of techniques used in or proposed for incorporation in a *Deliverable* as that term is defined in the NENA Intellectual Property Rights (“IPR”) Policy, available at www.nena.org/ipr. This form **must** accompany all *Contributio*. Anyone with knowledge of any granted or pending patents affecting the use of NENA *Deliverables*, of their own or of any other entity (“third parties”), is strongly encouraged to submit this form as well.

This information will be maintained in an “IPR List” during the progress of work by a *NENA Committee*, on a best-effort basis. If a given technical proposal is not incorporated in a *Deliverable*, the relevant patent information will be removed from the IPR List. The intent is that NENA experts know in advance of any patent issues with particular proposals or techniques, so that these may be addressed well before a standard reaches final approval.

This *Patent Information Form* is provided to NENA for information only, on a best-effort, good faith basis. No patent search is required. Submit corrected or updated forms if your knowledge or situation changes.

Return this form to the Committee Resource Manager via email (preferred) at crm@nena.org or fax at 202.618.6370.

Disclosing Party Information

Form Submitted by
Address (Line 1)

Address (Line 2)

City

State

Country

Post Code

Contact Person

Telephone

Fax

Email

Place of Submission

Date of Submission

Contribution Information

Submitter

Title

Control Number

Disclosure – Submitting Organization or Person

Check one:

- The *Submitter* is not aware of having any granted or pending patents associated with the content of the *Deliverable* or *Contribution*.

– OR –

The *Submitter* has granted or pending patents associated with the content of the *Deliverable* or *Contribution*, and:

- In the event the *Submitter's Patent IPRs* are fully or partly included in the *Deliverable*, the *Patent Holder* is prepared to grant – on the basis of reciprocity for the *Deliverable* listed above – a royalty-free license to any *Implementer* of a *Standard* that results from the *Deliverable* on a world-wide, non-discriminatory basis and on reasonable terms and conditions to manufacture, use, and/or sell *Compliant Portions* (as defined in the NENA IPR Policy) of the above *Deliverable (RANDz)*, and a *Licensing Declaration Form* will be submitted per the NENA IPR Policy.

- In the event the *Submitter's Patent IPRs* are fully or partly included in the *Deliverable*, the *Patent Holder* is prepared to grant – on the basis of reciprocity for the *Deliverable* listed above – a license to *Implementer* of a *Standard* that results from the *Deliverable* on a world-wide, non-discriminatory basis on reasonable terms and conditions to manufacture, use, and/or sell *Compliant Portions* (as defined in the NENA IPR Policy) of the above *Deliverable (RAND)*, and a *Licensing Declaration Form* will be submitted per the NENA IPR Policy.

- The *Patent Holder* is unwilling to grant licenses according to the *RANDz* or *RAND* provisions above (*No License*), and discloses the following mandatory information:

Patent Registration/Application Numbers

Portion(s) of *Deliverable* affected

Description of *IPRs* covering the *Deliverable*

Patent Information Form

Third-Party Patent Information

Complete this section based on your best knowledge of relevant patents granted, pending, or planned by other people or by organizations other than your own.

Check **one**:

The *Submitter* of the *Contribution* is not aware of any granted, pending, or planned patents held by third parties associated with the content of the *Deliverable* or *Contribution*.

– OR –

The *Submitter* of the *Contribution* believes that third parties may have granted, pending, or planned patents associated with the content of the *Deliverable* or *Contribution*, and provides the information below to assist NENA in contacting the identified third parties to obtain more information.

The provider of this *Patent Information Form* is not the *Submitter* of the *Contribution*, but believes third parties may have granted, pending, or planned patents associated with the content of the *Deliverable* or *Contribution*, and provides the information below to assist NENA in contacting the identified third parties to obtain more information.

3rd Party Name(s)

Address (Line 1)

Address (Line 2)

City

State

Country

Post Code

Contact Person

Telephone

Fax

Email

Patent Number/Status

Inventor/Assignee

Relevance to *Deliverable*
or *Contribution*

Licensing Declaration Form

Background

The NENA Intellectual Property Rights (“IPR”) Policy, available at www.nena.org/ipr, requires all *Participants* in a *NENA Committee* to complete this *Licensing Declaration Form* within sixty (60) days after receiving a *Stable Form Notice* for a particular *Deliverable*.

This declaration **does not** represent an implied license grant. *Members* and *Participating Entities* are advised that the NENA IPR Policy prohibits the discussion of licensing terms, conditions, prices, and certain other matters in a NENA forum. Further information is available in the Anti-trust section of the NENA IPR Policy.

Patent Holder Information

Legal Name
 Licensing Contact
 Contact Department
 Address (Line 1)

 Address (Line 2)

 City
 State
 Country
 Post Code
 Contact Person
 Telephone
 Fax
 Email
 (Optional) URL
 Date of Submission

Deliverable Information

Title
 Document Number

Licensing Declaration

By signing and submitting this *Patent Licensing Form*, the *Patent Holder* represents that he, she, or it holds *Patent IPRs* whose use he, she, or it believes would be required to implement the above *Deliverable* and hereby declares, in accordance with the NENA IPR Policy that, with respect to the *Patent IPRs* listed below:

(Check **one**.)

- In the event the *Patent Holder's Patent IPRs* are fully or partly included in the *Deliverable*, the *Patent Holder* is prepared to grant – on the basis of reciprocity for the *Deliverable* listed above – a royalty-free license to any *Implementer* of a *Standard* that results from the *Deliverable* on a world-wide, non-discriminatory basis and on reasonable terms and conditions to manufacture, use, and/or sell *Compliant Portions* (as defined in the NENA IPR Policy) of the above *Deliverable (RANDz)*.
- In the event the *Patent Holder's Patent IPRs* are fully or partly included in the *Deliverable*, the *Patent Holder* is prepared to grant – on the basis of reciprocity for the *Deliverable* listed above – a license to any *Implementer* of a *Standard* that results from the *Deliverable* on a world-wide, non-discriminatory basis on reasonable terms and conditions to manufacture, use, and/or sell *Compliant Portions* (as defined in the NENA IPR Policy) of the above *Deliverable (RAND)*.
- The *Patent Holder* is unwilling to grant licenses according to the *RANDz* or *RAND* provisions above (*No License*).

Declarant Information

Authorized Person
 Title
 Department
 Signature

Reg. No.	Country	Title	Inventor	Assignee	Status	§ / Page Affected
1						
2						
3						
4						
5						
6						
7						

Stable Form Notice

Background

The NENA Intellectual Property Rights (“IPR”) Policy, available at www.nena.org/ipr, requires *Participants* in *NENA Committees* to disclose certain *Patent IPRs* during the process of developing a *Deliverable* such as a Technical or Operations Standard Document (i.e., any *Standard*). After receiving this notice, all *Patent Holders* have 60 days in which to submit a *Licensing Declaration Form*.

Notice

The *Deliverable* listed below has reached stable form and will be submitted to the NENA Standards Advisory Council in 60 days. Any and all *Participants* who hold *Patent IPRs* which may be implicated by the *Normative Requirements* of this *Deliverable* must submit a *Licensing Declaration Form* to the Committee Resource Manager within that time.

Deliverable Information

Title
Document Number
URL
Date of Notice
Submission Deadline

Manuscript Submission Form

Background

Each author must read (1) the statement of originality and authorship, (2) the copyright assignment agreement, and (3) the potential conflict of interest disclosure, check the appropriate boxes, sign the document where indicated. Each author must submit a completed form.

Manuscript Information

Title _____

Corresponding Author _____

Statement of Originality and Authorship

I approve the submission of this manuscript to the National Emergency Number Association for publication and have taken due care to ensure the integrity of this work. I attest that each *Submitter* has made an important contribution to the study and has assisted with the drafting or revising of the manuscript.

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Authorized Representative _____

Signature _____

Date _____

Declaration for U.S. Government Works

This manuscript was produced by an employee of the United States Government as part of his/her official duties. No copyright exists, and therefore it cannot be transferred.

Potential Conflict of Interest Disclosure

I have read the NENA Policy Statement on Multiplicity of Interest and, by signing below, represent that I have or have not had, in the previous 12 months, a relevant multiplicity of interest with a company whose products or services are *directly* related to the subject matter of their manuscript. A relevant multiplicity of interest includes employment, membership on the board of directors or any fiduciary relationship, ownership of stock, receipt of honoraria or consulting fees, or receipt of financial support or grants for research. For purposes of this form only, Company is defined as a for-profit concern engaged in the development, manufacture, or sale of products, or the provision of services to any person or corporate entity.

If you have multiplicity of interest to disclose, please list on a separate sheet of paper, as well as in the "Disclosure" section of your manuscript, the third-party organization with whom you have relevant affiliations or interests. Please provide sufficient information to enable NENA to make an informed decision. Include (1) the nature of the activity or your role, (2) the type of financial arrangement, if any, between you and the third party, and (3) a description of the business or purpose of the third party.

Name _____

Multiplicity Yes No

Signature _____

Date _____

EACH AUTHOR MUST COMPLETE A FORM!

Scan and Email forms to cnussman@nena.org

Annex D – Manuscript Submission Form