

**TELECOMMUNICATIONS STANDARDS
DEVELOPMENT SOCIETY, INDIA (TSDSI)**

**SOFTWARE COPYRIGHTS POLICY
(Approved on 4th August 2022)**

TSDSI Software Copyrights Policy

- 1 TSDSI develops STANDARDS or TECHNICAL SPECIFICATIONS on various subjects. Specifications aim to provide a description of features from which competing and interoperable implementations can be developed and such that these do not serve as an endorsement for a particular solution. Software generally should not be included in any TSDSI specification.
- 2 However, sometimes the study groups may find that there is a need to include software in the specifications or standards. Since copyright issues may be invoked due to inclusion of software, this document describes the software copyright policy of TSDSI.
- 3 Definitions:
 - 3.1. MEMBER shall mean a MEMBER of TSDSI
 - 3.2. POLICY shall mean TSDSI's Software Copyright Policy
 - 3.3. SOFTWARE shall mean a set of instructions written in any programming language that either directly, or when further compiled, performs a function when executed by hardware that processes data according to instructions, such as an audio or video CODEC; but also - data and stream structure definitions, such as ASN.1, TTCN, or XML data representations; and - schema examples, such as SDL diagrams and data flow charts; which can be transformed, either directly, or when further compiled, into usable/implementable code.
 - 3.4. STANDARD shall mean any Standard adopted by TSDSI including options therein or amended versions including drafts, but not any Standards, or parts thereof, not made by TSDSI. The date on which a STANDARD is considered to be adopted by TSDSI for the purposes of this POLICY shall be the date on which the technical content of that STANDARD was made available to all MEMBERS.
 - 3.5. TECHNICAL SPECIFICATION shall mean any Technical Specification adopted by TSDSI, including options therein or amended versions including drafts, the Technical Specifications of which are available to all MEMBERS, but not including any Technical Specifications, or parts thereof, not made by TSDSI. The date on which a TECHNICAL SPECIFICATION is considered to be adopted by TSDSI for the purposes of this POLICY shall be the date on which the technical content of that TECHNICAL SPECIFICATION was made available to all its MEMBERS.
- 4 Abbreviations:
 - 1.1 ASN.1 Abstract Syntax Notation One
 - 1.2 SDL Specification and Description Language
 - 1.3 TTCN Tree and Tabular Combined Notation/Testing and Test Control Notation
 - 1.4 XML Extensible Mark-up Language
- 5 In general, in the absence of any exceptional circumstances, where SOFTWARE is included in any element of a STANDARD or TECHNICAL SPECIFICATION there shall be no requirement to use that SOFTWARE for any purpose in order for an implementation to

conform to the STANDARD or TECHNICAL SPECIFICATION. The only exception to this rule is Software that describes data structures, data streams, schema, ASN.1, etc.

- 6 Where SOFTWARE is included in any element of a TSDSI standard, Any MEMBER contributing SOFTWARE for inclusion in a TSDSI STANDARD or TECHNICAL SPECIFICATION hereby grants, without monetary compensation or any restriction other than as set out herein, an irrevocable, non-exclusive, worldwide, royalty-free, sub-licensable copyright license to prepare derivative works of (including translations, adaptations, alterations) the contributed SOFTWARE and reproduce, display, distribute and execute the contributed SOFTWARE and modifications/derivative works for the following limited purposes:
 - i. to TSDSI and MEMBERS to evaluate the SOFTWARE and any modifications/ derivative works thereof for determining whether to support the inclusion of the SOFTWARE in that STANDARD or TECHNICAL SPECIFICATION;
 - ii. to TSDSI to publish the SOFTWARE in that STANDARD or TECHNICAL SPECIFICATION; and
 - iii. to any implementer of that STANDARD or TECHNICAL SPECIFICATION to evaluate the SOFTWARE and any modifications/derivative works thereof for inclusion in its implementation of that STANDARD or TECHNICAL SPECIFICATION, and to determine whether its implementation conforms with that STANDARD or TECHNICAL SPECIFICATION.
- 6.1 It is clarified that the ownership of the copyright in SOFTWARE in the STANDARDS and TECHNICAL SPECIFICATIONS documentation and reports created by TSDSI or any of its COMMITTEES shall vest in TSDSI but due acknowledgement shall be given to copyrights in SOFTWARE owned by third parties that are identifiable in TSDSI copyrighted works.
- 7 The copyright license granted in accordance with Clause 6 shall also extend to any implementer of that STANDARD or TECHNICAL SPECIFICATION for the purpose of using the SOFTWARE in any compliant implementation unless the contributing MEMBER gives an irrevocable undertaking in writing at the time of contribution that it is prepared to grant an irrevocable copyright license on fair, reasonable and non-discriminatory terms and conditions for the purpose of using the SOFTWARE in any compliant implementation.
- 8 Any MEMBER contributing SOFTWARE for inclusion in a STANDARD or TECHNICAL SPECIFICATION represents and warrants that to the best of its knowledge, it has the necessary copyright rights to license that contribution under Clauses 6 and 7 to TSDSI, MEMBERS and implementers of the STANDARD or TECHNICAL SPECIFICATION.
- 9 Other than as expressly provided in Clause 8, SOFTWARE contributed for inclusion in a STANDARD or TECHNICAL SPECIFICATION is provided "AS IS" with no warranties, express or implied, including but not limited to, the warranties of merchantability, fitness for a particular purpose and non-infringement of intellectual property rights and neither the MEMBER contributing SOFTWARE nor TSDSI shall be held liable in any event 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 SOFTWARE contributed.

- 10 For any SOFTWARE included in the STANDARD or TECHNICAL SPECIFICATION that has been entirely developed within the study group (s) and / or working groups (s) without any component of SOFTWARE developed outside the study group (s) and / or working groups (s), the SOFTWARE copyright shall be owned by TSDSI and the same shall be available to the implementers without any charge and also for use in any other TSDSI SPECIFICATION or STANDARD.
- 11 With respect to the copyright licenses set out in 6 and 7, no patent license is granted by implication, estoppel or otherwise.
- 12 Third party copyrighted information or SOFTWARE that TSDSI does not have specific approval to store and/or use, must not be stored on TSDSI hardware, computers, systems or networks. System administrators will remove such information or SOFTWARE unless the involved users / contributors can provide proof of authorization from the rightful owner(s).
- 13 Law and Regulation
 - 13.1. The POLICY shall be governed by the laws of India. However, no MEMBER shall be obliged by the POLICY to commit a breach of the laws or regulations of its country or to act against supranational laws or regulations applicable to its country insofar as derogation by agreement between parties is not permitted by such laws.
 - 13.2. Any right granted to, and any obligation imposed on, a MEMBER which derives from Indian law, and which are not already contained in the national or supranational law applicable to that MEMBER is to be understood as being of solely a contractual nature.
- 14 Violation of Policy
 - 14.1. Any violation of the POLICY by a MEMBER shall be deemed to be a breach, by that MEMBER, of its obligations to TSDSI, and the provisions. TSDSI hereby has the authority to decide the action to be taken, if any, against the MEMBER in breach, in accordance with the TSDSI Rules and Regulations.
- 15 Policy date: This Software Copyright Policy was approved and issued on 4 August 2022, will remain in force without time limit, and will be reviewed annually to ensure relevance.
- 16 Change authority: The TSDSI Governing Council (GC) has the authority to propose changes to the Software Copyright Policy. The changes shall go into effect upon approval of changes by the TSDSI GC followed by the ratification of the proposed changes by the General Body. MEMBERS shall be provided thirty (30) days prior written notice and an opportunity to challenge any proposed changes prior to ratification of the changes by the General Body.
- 17 Precedence: In the event of any conflict or inconsistency between the terms of this policy and the terms of the IPR Policy of TSDSI, the terms of the IPR Policy of TSDSI shall control, govern and prevail.