

Wi-Fi Alliance

POLICY

TITLE: Consultant Participation in Wi-Fi Alliance Activities

Revision History:

Submission Date:	February 21, 2002
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Board Approval Date:	February 21, 2002
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Overview:

Wi-Fi Alliance activities are generally limited to Wi-Fi Alliance members. One of the few exceptions to this rule is that paid consultants of a member will be able to participate in place of a member employee if the consultant is properly registered with the Wi-Fi Alliance. This Policy outlines the requirements for registering a consultant.

Consultant Participation in Wi-Fi Alliance Activities

In order to properly register the consultant relationship, the following information shall be provided to the Wi-Fi Alliance:

1. The identity of the consultant who will be participating in the activities.
2. A statement that the consultant is a paid consultant of the member who will be participating in the Wi-Fi Alliance activities on behalf of the member.
3. A statement that (i) the consultant has entered into a written agreement with the member that provides that information that the consultant receives while participating in Wi-Fi Alliance activities will be maintained as confidential (unless made public by the Wi-Fi Alliance) and will not be used for any purpose other than performing Wi-Fi Alliance-related activities on behalf of the member, and (ii) the written agreement provides that the member owns the intellectual property rights in any consultant work product developed during the consulting engagement.
4. A copy of the consulting agreement and nondisclosure agreement that cover the foregoing issues and identify the scope of work for the member. These will be held solely for the purpose of documenting the consulting relationship and will be held in the Wi-Fi Alliance's files as confidential documents. Members are welcome to redact the documents to black out any details that the parties deem to be sensitive so long as the provisions relating to confidentiality obligations, use of confidential information, and ownership of intellectual property developed during the engagement are not redacted and so long as the portion of the scope of work covering Wi-Fi Alliance participation is also unredacted. (While the member company cannot unilaterally waive the confidentiality of the agreement terms in order to disclose these terms to the Wi-Fi Alliance, the member company and the consultant can agree to do so). In the alternative, the member company may provide an excerpt of the relevant confidentiality and intellectual property provisions and certify in a form acceptable to the Wi-Fi Alliance that these are the agreement provisions and that the agreements contain no provisions that alter the member's rights or the consultant's obligations under the agreements.

The Wi-Fi Alliance regards the foregoing procedures as necessary to enforce its policy regarding participation by non-members and to safeguard all members' interests regarding organizational proceedings and intellectual property rights ownership.

* Non-substantive revisions.