

1 **LETTER OF ASSURANCE FOR ESSENTIAL PATENT CLAIMS**

2
3 Please return via mail, PatCom Administrator, IEEE-SA Standards Board Patent Committee
4 e-mail (as a PDF), or fax: Institute of Electrical and Electronics Engineers, Inc.
5 445 Hoes Lane
6 Piscataway, NJ 08854 USA
7 FAX (+1 732-875-0524) e-mail: patcom@ieee.org
8

9

<i>No license is implied by submission of this Letter of Assurance</i>
--

10
11 **A. SUBMITTER:**

12
13 Legal Name: _____ (“Submitter”)

14
15 **B. SUBMITTER’S CONTACT INFORMATION:**

16
17 Contact Name/Title: _____
18 Department: _____
19 Address: _____
20 _____
21 Telephone: _____ Fax: _____ E-mail: _____
22 URL: _____

23
24 *Note: The IEEE does not endorse the content, or confirm the continuing accuracy or consistency of any contact*
25 *information or web site listed above.*

26
27 **C. IEEE STANDARD OR PROJECT (e.g., AMENDMENT, CORRIGENDA, OR REVISION):**

28
29 In accordance with Clause 6.3.5 of the *IEEE-SA Standards Board Operations Manual*, this licensing position is
30 limited to the following:

31
32 Standard/Project Number: _____
33 Title: _____

34
35 **D. SUBMITTER'S POSITION REGARDING LICENSING OF ESSENTIAL PATENT CLAIMS:**

36
37 In accordance with Clause 6 of the *IEEE-SA Standards Board Bylaws*, the Submitter hereby declares the following
38 (*check box 1 or box 2*):

39
40 *Note: Nothing in this Letter of Assurance shall be interpreted as giving rise to a duty to conduct a patent search.*
41 *The IEEE takes no position with respect to the validity or essentiality of Patent Claims or the reasonableness of*
42 *rates, terms, and conditions of any license agreements offered by the Submitter.*

43
44 1. The Submitter may own, control or have the ability to license Patent Claims that might be or become
45 Essential Patent Claims. With respect to such Essential Patent Claims, the Submitter’s licensing position is
46 as follows (*check A, B, C, or D and any applicable subordinate boxes*):

47 A. The Submitter will grant a license without compensation to an unrestricted number of applicants
48 on a worldwide basis with reasonable terms and conditions demonstrably free of unfair
49 discrimination.

50 (Optional) A sample of such a license (or material licensing terms) that is substantially similar
51 to what the Submitter would offer is attached.

52 B. The Submitter will grant a license under reasonable rates to an unrestricted number of applicants
53 on a worldwide basis with reasonable terms and conditions demonstrably free of unfair
54 discrimination.

55 (Optional) These reasonable rates will not exceed _____ (e.g. percent
56 of product price, flat fee, per unit).

57 (Optional) A sample of such a license (or material licensing terms) that is substantially similar
58 to what the Submitter would offer is attached.

1
2
3
4
5
6
7
8
9
10
11
12
13
14
15
16
17
18
19
20
21
22
23
24
25
26
27
28
29
30
31
32
33
34
35
36
37
38
39
40
41
42
43
44
45
46
47
48
49
50
51
52
53
54
55
56
57
58
59
60

C. The Submitter without conditions will not enforce any of its present or future Essential Patent Claims against any person or entity making, using, selling, offering to sell, importing, distributing or implementing such a compliant implementation.

D. The Submitter is unwilling or unable to grant licenses according to the provisions of either A or B above or to agree that it will not enforce its Essential Patent Claims as described in part C above.

2. After a Reasonable and Good Faith Inquiry, the Submitter is not aware of any Patent Claims that the Submitter may own, control or have the ability to license that might be or become Essential Patent Claims.

E. SCOPE OF ASSURANCE

Note: Complete this section only if box D.1 above is checked.

The Submitter may, but is not required to, identify one or more of its Patent Claims that it believes might be or become Essential Patent Claims. (**Check box 1 or box 2 below**)

1. When checked, this Letter of Assurance only applies to the Patent Claims below that are or become Essential Patent Claims. (If no Patent Claim is identified below, then this Letter of Assurance applies to all Essential Patent Claims in the patent or patent applications listed below.)

Patent/Application/Docket Number: _____
Description/Title (opt.): _____
Claim (opt.): _____

Patent/Application/Docket Number: _____
Description/Title (opt.): _____
Claim (opt.): _____

Patent/Application/Docket Number: _____
Description/Title (opt.): _____
Claim (opt.): _____

For additional patents, use additional pages, as necessary.

2. When checked, this Letter of Assurance is a Blanket Letter of Assurance. As such, all Essential Patent Claims that the Submitter may currently or in the future have the ability to license shall be available under the terms as indicated above in D.1; however, a Blanket Assurance shall not supersede any pre-existing or simultaneously submitted specific assurance identifying potential Essential Patent Claims.

F. APPLICATION TO AFFILIATES

With respect to any Essential Patent Claims that an Affiliate has the ability to license, the Submitter agrees that (i) the licensing statements described in parts C and D above apply to any Essential Patent Claims within the scope of the assurance described in part E; and (ii) the terms of this letter are binding on each such Affiliate; provided, however, that such commitments shall not apply to Affiliates identified below:

_____	_____
Organization's Name	Organization's Name
_____	_____
Address	Address
_____	_____
Contact person	Contact person

For additional Affiliates, use additional pages as necessary.

1
2 **G. SIGNATURE:**
3

4 By signing this Letter of Assurance, you represent that you have the authority to bind the Submitter and all Affiliates
5 (other than those Affiliates excluded above) to the representations and commitments provided in this letter and
6 acknowledge that users and implementers of the [Proposed] IEEE Standard identified in part C above are relying or
7 will rely upon and may seek enforcement of the terms of this letter. The Submitter and all Affiliates (other than
8 those Affiliates excluded above) agree not to sell or otherwise transfer any rights in any Essential Patent Claims that
9 they hold, control or have the ability to license with the intent of circumventing or negating any of the
10 representations and commitments made in this letter.
11

12 The Submitter agrees (a) to provide notice of this Letter of Assurance either through a Statement of Encumbrance or
13 by binding any assignee or transferee to the terms of this Letter of Assurance; and (b) to require your assignee or
14 transferee to similarly provide such notice and bind its assignees or transferees to provide such notice as described in
15 (a) and (b).
16

17 If, as described in Clause 6 of the IEEE-SA Standards Board Bylaws, the Submitter becomes aware of additional
18 Patent Claims not already covered by an existing Letter of Assurance that are owned, controlled or licensable by the
19 Submitter that may be or become Essential Patent Claims with respect to the standard identified in C above, the
20 Submitter agrees to submit a Letter of Assurance stating its position regarding enforcement or licensing of such
21 Patent Claims.
22

23
24 Print name of authorized person: _____
25

26 Title of authorized person: _____
27

28 Signature of authorized person: _____ Date: _____
29
30

31 *Note: This assurance applies from the date of the standard's approval to the date of the standard's withdrawal and*
32 *is irrevocable upon acceptance by the IEEE-SA Standards Board Patent Committee.*
33
34
35

36 *The IEEE Patent Policy and the procedures used to execute that policy are documented in the IEEE-SA Standards Board Bylaws*
37 *and the IEEE-SA Standards Board Operations Manual, available at <http://standards.ieee.org/resources/index.html#guides>. The*
38 *terms and definitions set forth in the IEEE Patent Policy, Standards Board By-Laws and Standards Board Operations Manual in*
39 *effect as of the date of this Letter of Assurance are incorporated herein.*
40