

6.3 Patents

The patent policy is set forth in clause 6 of the IEEE-SA Standards Board Bylaws and is incorporated herein by reference.

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Letters of Assurance are to be e-mailed (preferred), faxed, or mailed to the IEEE Standards Association (to the attention of the PatCom Administrator). The PatCom Administrator shall record both the date on which the IEEE receives and the date the IEEE accepts the Letter of Assurance. Completed Letters of Assurance are accepted by the PatCom Administrator or by PatCom upon referral from the PatCom Administrator. The IEEE may request a Letter of Assurance from Affiliates specifically excluded on another Letter of Assurance.

Unless the Letter of Assurance is received from an individual within the issuing organization who has clear authority for intellectual property and legal matters, the IEEE Standards Association (PatCom Administrator) shall send a certified letter, return receipt requested, to the General Counsel or other appropriate representatives of the issuing organization to confirm receipt of the Letter of Assurance and to ensure that the Letter of Assurance is factually correct and was submitted by an appropriate individual within the issuing organization. No response to this letter, other than the return receipt, is required.

Upon request, the IEEE will make available copies of any Letter of Assurance and its attachments. Letters received after 31 December 2006 shall be posted on the IEEE-SA website.

6.3.1 Public notice

The following notice shall appear when the IEEE receives assurance from a known patent holder or patent applicant prior to the time of publication that a license will be made available to all applicants either without compensation or under reasonable rates, with reasonable terms, and conditions that are demonstrably free of any unfair discrimination.

Attention is called to the possibility that implementation of this standard may require use of subject matter covered by patent rights. By publication of this standard, no position is taken with respect to the existence or validity of any patent rights in connection therewith. A patent holder or patent applicant has filed a statement of assurance that it will grant licenses under these rights without compensation or under reasonable rates, with reasonable terms and conditions that are demonstrably free of any unfair discrimination to applicants desiring to obtain such licenses. Other Essential Patent Claims may exist for which a statement of assurance has not been received. The IEEE is not responsible for identifying Essential Patent Claims for which a license may be required, for conducting inquiries into the legal validity or scope of those Patents Claims, or determining whether any licensing terms or conditions are reasonable or non-discriminatory. Further information may be obtained from the IEEE Standards Association.

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Deleted: The IEEE makes no representation as to the reasonableness of rates, terms, and conditions of the license agreements offered by patent holders or patent applicants.

If the IEEE has not received Letters of Assurance prior to the time of publication, the following notice shall appear:

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2 Attention is called to the possibility that implementation of this standard may require use
3 of subject matter covered by patent rights. By publication of this standard, no position is
4 taken with respect to the existence or validity of any patent rights in connection
5 therewith. The IEEE is not responsible for identifying Essential Patent Claims for which
6 a license may be required, for conducting inquiries into the legal validity or scope of
7 those Patents Claims or determining whether any licensing terms or conditions are
8 reasonable or non-discriminatory. Further information may be obtained from the IEEE
9 Standards Associations.

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10 6.3.2 Call for patents

11 The chair or the chair’s delegate of an IEEE standards-developing working group or the chair of
12 an IEEE standards sponsor shall be responsible for informing the members of the working group
13 that if any individual believes that Patent Claims might be Essential Patent Claims, that fact
14 should be made known to the entire working group and duly recorded in the minutes of the
15 working group meeting. This request shall occur at every standards-developing meeting.

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17 The chair or the chair's delegate shall ask any patent holder or patent applicant for a Patent Claim
18 that might be or become an Essential Patent Claim to complete and submit a Letter of Assurance
19 in accordance with Clause 6 of the IEEE-SA Standards Board Bylaws. Information about the
20 draft standard will be made available upon request.

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21 6.3.3 Withdrawn standards

22 All active IEEE standards are subject to periodic review for reaffirmation, revision, stabilization,
23 or withdrawal every five years. Thus, any standard that incorporates patented technology may at
24 some point in time be withdrawn. Clause 6 of the IEEE-SA Standards Board Bylaws contains
25 policies concerning the period of validity for any Letter of Assurance received from a party
26 regarding an Essential Patent Claim.

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28 6.3.4 Multiple Letters of Assurance and Blanket Letters of Assurance

29 A Submitter may provide the IEEE with a Blanket Letter of Assurance for a specific [Proposed]
30 IEEE Standard which covers all Essential Patent Claims the Submitter may currently or in the
31 future have the ability to license. A Submitter may submit separate Letters of Assurance
32 providing separate assurances for different Patent Claims that might be or become Essential
33 Patent Claims.

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35 Over time, a Submitter may also provide multiple assurances for a given Patent Claim by
36 submitting multiple Letters of Assurance for such claim. For Essential Patent Claims, each such
37 Letter of Assurance shall be binding on the Submitter. Each potential licensee may choose to
38 invoke the terms of any applicable Letter of Assurance accepted by the IEEE, with one
39 exception: If a Submitter has signed and submitted a Letter of Assurance specifically identifying
40 a Patent Claim before or concurrently with signing and submitting a Blanket Letter of Assurance,
41 the Blanket Letter of Assurance cannot be invoked as to the specified Patent Claim. (The
42 Submitter, however, may submit a separate specific Letter of Assurance offering the Blanket

Letter of Assurance terms for the specified Patent Claim.) The intention of this paragraph is to permit the Submitter to offer alternative assurances, and to permit the potential licensee to choose from among the alternative assurances offered.

If, after submitting a Blanket Letter of Assurance, a Submitter acquires an Essential Patent Claim or a controlling interest in an entity that owns or controls an Essential Patent Claim, the existing Submitter's Blanket Letter of Assurance shall apply to such acquired Essential Patent Claims unless the acquired entity or the prior holder of the acquired Essential Patent Claim has submitted a Letter of Assurance before the acquisition. Any Blanket Letter of Assurance submitted by the acquired entity or the prior holder of the acquired Essential Patent Claim before the acquisition shall continue to apply to acquired Essential Patent Claims covered by such letter (but not to the acquirer's Essential Patent Claims). Letters of Assurance covering specified Essential Patent Claims shall continue to apply to specified Essential Patent Claims, whether acquired in the acquisition or held by the acquirer before the acquisition, as provided in this Operations Manual. Nothing in this paragraph shall prevent an acquiring party from asking a seller of an acquired Essential Patent Claim or acquired entity to submit additional Letters of Assurance before closing of the acquisition.

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6.3.5 Applicability of Letters of Assurance to Amendments, Corrigenda, or

Revisions

A Letter of Assurance referencing an existing standard, amendment, corrigenda, or revision will remain in force for the application of the Essential Patent Claim(s) to the technology specified in another amendment, corrigenda, edition or revision of the same IEEE Standard but only if (a) the technology application required by the amendment, corrigenda, edition or revision of the same IEEE Standard has not changed and, (b) the same Essential Patent Claims covered by the prior Letter of Assurance, remain Essential Patent Claims in the same IEEE Standard or revision thereof.

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¶ Use of the same Essential Patent Claim(s) for new fundamental applications in a future

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For example, the re-use of collision detection

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Working Groups shall initiate a request for a new Letter of Assurance from a known Submitter when re-using portions of or technologies specified in an existing [Proposed] IEEE Standard, amendment, corrigenda, or revision referenced in an Accepted Letter of Assurance in a different [Proposed] IEEE Standard with another application or scope.