

1	<u>“Accepted Letter of Assurance” and “Accepted LOA” shall mean a Letter of Assurance that the</u>	Deleted: ¶
2	<u>IEEE-SA has determined is complete in all material respects and has been posted to the IEEE-</u>	¶
3	<u>SA web site.</u>	
4		
5	“Affiliate” shall mean an entity that directly or indirectly, through one or more intermediaries,	
6	controls, is controlled by, or is under common control with <u>the Submitter</u> . For the purposes of	Deleted: such entity.
7	this definition, the term “control” and its derivatives, with respect to for-profit entities, means the	
8	legal, beneficial or equitable ownership, directly or indirectly, of more than fifty percent (50%)	
9	of the capital stock (or other ownership interest, if not a corporation) of <u>an</u> entity ordinarily	Deleted: such
10	having voting rights. “Control” and its derivatives, with respect to nonprofit entities, means the	
11	power to elect or appoint more than fifty percent (50%) of the Board of Directors of <u>an</u> entity.	Deleted: such
12		
13	“Blanket Letter of Assurance” shall mean a Letter of Assurance that applies to all Essential	
14	Patent Claims that a Submitter may <u>have the ability to license</u> at the time of submitting the Letter	Deleted: own or control
15	of Assurance or in the future.	
16		
17	<u>“Enabling Technology” shall mean any technology that may be necessary to make or use any</u>	
18	<u>product or portion thereof that complies with the [Proposed] IEEE Standard but is neither</u>	
19	<u>explicitly required by nor expressly set forth in the [Proposed] IEEE Standard (e.g.,</u>	
20	<u>semiconductor manufacturing technology, compiler technology, object-oriented technology,</u>	
21	<u>basic operating system technology, and the like).</u>	
22		
23	“Essential Patent Claim” shall mean any Patent Claim the use of which <u>was</u> necessary to create a	Deleted: is
24	compliant implementation of either mandatory or optional portions of the normative clauses of	
25	the [Proposed] IEEE Standard when, at the time of the [Proposed] IEEE Standard’s approval,	
26	there <u>was</u> no commercially and technically feasible non-infringing alternative. An Essential	Deleted: is
27	Patent Claim does not include any <u>Patent Claim that is essential only for Enabling Technology</u>	
28	<u>nor any</u> claim other than that set forth above even if contained in the same patent as the Essential	
29	Patent Claim.	Deleted:
30		
31	“Letter of Assurance” and “LOA” shall mean a letter <u>stating the submitter’s position regarding</u>	Deleted: of
32	<u>ownership, enforcement or licensing of Essential Patent Claims</u> , for a specifically referenced	Deleted: assurance
33	IEEE Standard, submitted in a form acceptable to the IEEE.	
34		Deleted:
35	“Patent Claim(s)” shall mean one or more claims in issued patent(s) or pending patent	
36	application(s).	
37		
38	<u>“Reasonable and Good Faith Inquiry” includes, but is not limited to, a Submitter using</u>	Deleted: “Submitter” when used in
39	<u>reasonable efforts to identify and contact those individuals who are from, employed by or</u>	reference to a Letter of Assurance shall
40	<u>otherwise represent the Submitter and who are known to the Submitter to be current or past</u>	mean a potential patent rights holder
41	<u>participants in the development process of the [Proposed] IEEE Standard identified in a Letter of</u>	(either
42	<u>Assurance, including, but not limited to, participation in a Sponsor-Ballot or Working Group. If</u>	
43	<u>the Submitter did not or does not have any participants, then a Reasonable and Good Faith</u>	
44	<u>Inquiry includes, but is not limited to, the Submitter using reasonable efforts to contact</u>	
45	<u>individuals who the Submitter believes are most likely to have knowledge about the technology</u>	
46	<u>covered by the [Proposed] IEEE Standard or knowledge of possible Essential Patent Claims.</u>	

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2 “Statement of Encumbrance” shall mean a specific reference to an Accepted LOA or a general
3 statement in the transfer or assignment agreement that the Patent Claim(s) being transferred or
4 assigned are subject to any encumbrances that may exist as of the effective date of such
5 agreement. An Accepted LOA is an encumbrance.

6
7 “Submitter” when used in reference to a Letter of Assurance shall mean an individual or an
8 organization that provides a completed Letter of Assurance. A Submitter may or may not hold
9 Essential Patent Claims.

Deleted:)