

LETTER OF ASSURANCE FOR ESSENTIAL ~~PATENT~~ CLAIMS

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

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No license is implied by submission of this Letter of Assurance

Deleted: ~~PATENT~~
HOLDER/ORGANIZATION

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Deleted: ~~PATENT HOLDER'S~~
CONTACT FOR LICENSE
APPLICATION

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to the reasonableness of rates, terms, and
conditions of the license agreements
offered by patent holders

Deleted: patent applicants. To that end,
the IEEE will not review and does not
endorse the contents nor

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STANDARD

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Number: ¶

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Deleted: that its licensing position with
respect to any patent(s) and/

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may hold or control, the use of which
would be essential to create a compliant
implementation of either mandatory or
optional portions of the [Proposed] IEEE
Standard identified above, is as follows
(check one

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IEEE Standard

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<sp> 2. The Patent Holder

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IEEE Standard.

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3. The Patent Holder is unwilling to
grant licenses according to the provisions
of either 1 or 2 above. ¶

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<sp> 4. The Patent Holder states
that,

Deleted: Approved by IEEE-SA
Standards Board Patent Committee
– 27 March 2006

A. SUBMITTER:

Legal Name: ("Submitter")

B. SUBMITTER'S CONTACT INFORMATION:

Contact Name/Title:

Department:

Address:

Telephone:

Fax:

E-mail:

URL:

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

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

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

Standard/Project Number:

Title:

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

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

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

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

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

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

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

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

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

☐ 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.

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<sp> 5. I am not aware of any patent(s) and/or patent application(s) that my company may hold or control that would be essential to create a compliant implementation of the [Proposed] IEEE Standard.¶
¶
[Note: Completion of the following section is optional. Nothing in this Letter of Assurance shall be interpreted as giving rise to a duty to conduct a patent search.¶
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If the Patent Holder owns or controls patent(s) and/or application(s) that it believes may be essential to create a compliant implementation of the [Proposed] IEEE Standard, please specify the following:

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Use

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G. SIGNATURE:

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

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

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

Print name of authorized person: _____

Title of authorized person: _____

Signature of authorized person: _____ Date: _____

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

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

Deleted: These documents must be read and understood before completing and submitting this form