

LETTER OF ASSURANCE FOR ESSENTIAL PATENT CLAIMS

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

No license is implied by submission of this Letter of Assurance

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.

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Deleted: The IEEE is not responsible for identifying Essential Patent Claims for which a license may be required or for conducting inquiries into the legal validity or scope of those Patents Claims. The IEEE takes no position with respect to

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- ☐ 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.

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- ☐ 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.

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Deleted: For these purposes, "a reasonable and good faith inquiry" means that the Submitter has used reasonable efforts to identify and contacted those individuals who are from, employed by or otherwise represent the Submitter and who are either (a) subject area experts for the [Proposed] IEEE Standard; or (b) are known to the Submitter to be current or past participants in the development process of the [Proposed] IEEE Standard, including, but not limited to, participation in a Sponsor-Ballot or Working Group.

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.): _____

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Patent/Application/Docket Number: _____

Description/Title (opt.): _____

Claim (opt.): _____

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For additional patents, use additional pages, as necessary.

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- ☐ 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.

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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:

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Organization's Name

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For additional Affiliates, use additional pages as necessary.

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.~~

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