



TIA Intellectual Property Rights Policy (IPR Policy)

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1st Edition

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Document History for Information

(This content is provided for information and is not considered part of the procedures.)

This document compiles and replaces the content related to TIA's intellectual property rights from the 5th Edition of the TIA *Engineering Manual* and which was moved to the TIA *Procedures for American National Standards*.

This document is intended to replace Annex C of the TIA *Procedures for American National Standards* in its entirety and to serve as a standalone document.

This document was prepared by TIA's Intellectual Property Rights Policy Subcommittee, reviewed by representatives of TIA's Technical Committee, and approved by the Standards Intellectual Property Committee.

A companion document, TIA *Intellectual Property Rights Guidelines*, was also prepared and is available from TIA on the TIA website (www.tiaonline.org).

Modifications to the previously utilized content include the following:

- Modified numbering format throughout to be consistent with other TIA documents
- Modified “engineering committees” to “Engineering Committees” throughout to be consistent with other TIA procedures
- Used “Members and Participants” rather than “Members” throughout to be consistent with other TIA procedures
- Modified references to the “TIA Engineering Manual” to “TIA engineering procedures” throughout in recognition that there is no longer a TIA *Engineering Manual* – it has been replaced with the TIA *Procedures for American National Standards* (TIA PANS) and the TIA *Engineering Committee Operating Procedures* (TIA ECOP)
- Similarly, modified references to “the manual” to “the procedures” throughout
- Updated and synchronized definitions to be consistent with other TIA procedures
- Modified annex numbering throughout to be consistent with other TIA procedures
- Removed “footnote” marks in annexes that had no true footnotes, just text following the table, throughout
- Minor editorial changes in the forms to clarify “submitter” entries
- Corrected typographical error from “...with may include monetary compensation...” to “...which may include monetary compensation...” (see Section 3.1.1)
- Minor editorial changes to the disclosure policies with respect to Members, Participants and TIA (see Section 3.1.2)

- Removed narrative, hence unnecessary, content from the section on software (see Section 3.2)
- Clarified when and which sections apply to software (see Section 3.2)
- Corrected typographical errors and references in the annexes

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1 INTRODUCTION

TIA standards are formulated by TIA Engineering Committees, consisting of employees of TIA member companies and other interested entities and persons, including staff of governmental agencies. These individuals devote considerable time and skill in the formulation and writing process. TIA staff oversees the process, enhances compliance with these rules and provides the required organizational experience and assistance. These Engineering Committees are guided in their efforts by TIA engineering procedures. These procedures previously included TIA's rules of a legal and policy nature concerning intellectual property which reflect TIA's commitment to fairness in the standards formulation process, and which now are reflected in this standalone document. These rules are rooted in respect for the intellectual property of all participants in the process, acknowledging the importance of innovation, rewarding the skill and creativity reflected in technical contributions to the process, while at the same time helping to ensure that intellectual property that is necessary to implement a TIA standard will be available to all implementers on a reasonable and non-discriminatory (RAND) basis. This balance encourages holders of intellectual property to contribute their technology to TIA's standardization efforts and enable competing implementations that benefit manufacturers and ultimately consumers.

This Intellectual Property Rights Policy (IPR Policy) describes the rules applicable when intellectual property is made available for inclusion in a TIA standard or other technical publication. The rules are intended to assure an orderly process for the creation and publication of standards reflecting a broad consensus of committee participants while benefiting industry and consumers.

2 DEFINITIONS

An understanding of the terms below will be helpful in following the text of this document.

Contribution - any expression in tangible form that is intended to or may be incorporated in whole or in part in any TIA publication or the work product of any TIA Formulating Group or any sub-element thereof

Essential Patent - only the claim(s) of a patent (whenever issued) which is (are) necessarily infringed by the practice of a Normative (mandatory, optional or alternate) portion of a TIA Standard

Formulating Group - Engineering Committee, Subcommittee, or Working Group that specifically has been delegated formulating authority to develop standards

Member – companies or comparable bodies as follows

- (1) **Member** (when capitalized) - a company (or comparable body) in good standing with respect to membership in TIA
- (2) **Participant** (when capitalized) - a company (or comparable body) in good standing with respect to participation fees, but not a Member

Normative (alternate) elements - those elements of a Standard, any one or more of which may be complied with in order to claim conformity with the Standard

Normative (mandatory) elements - those elements of a Standard which always must be complied with in order to claim conformity with the Standard

Normative (optional) elements - those elements of a Standard which may be selected in order to claim conformity with the Standard and which, if selected, must be implemented as specified in the Standard

Object Code – instructions which can be directly run by a computer. Object code is not intended to be human-readable, and generally can be used only on a subset of computers or systems. For the purposes of this document Object Code includes, but is not limited to, dynamically linked libraries, object code libraries, and binary executable code. (Definition based on ITU TSB Director’s Ad hoc Group on IPR Software Copyright Guidelines – Issue 2.1)

Patent – include granted patents and published pending patent applications

Patent Holder – a party having the legal ability to grant licenses with respect to patents under the conditions provided by the TIA IPR Policy

Publication - any TIA Standard and Technology Department document that is published by the department and available for sale or distribution to the general public. It does not include documents intended for distribution to only members of Formulating Groups.

Software - a program, or portion thereof, written in Source Code regardless of programming language or storage medium used

Software Copyright Holder – a party having the legal ability to grant licenses with respect to Software copyrights under the conditions provided by the TIA IPR Policy

Source Code – the input to a compiler, interpreter, or assembler which can be processed to produce Object Code. Source Code is intended to be human-readable, and in principle can be converted to Object Code usable on any computer or system. (Definition based on ITU TSB Director’s Ad hoc Group on IPR Software Copyright Guidelines – Issue 2.1)

Standard – a TIA document that establishes engineering and technical requirements for processes, procedures, practices and methods that have been adopted by consensus. Standards may also be established for selection, application and design criteria for material.

- (1) **TIA Standards** – a Standard developed through the consensus process of a TIA Formulating Group that is not designated as an American National Standard
- (2) **ANSI/TIA (ANS) Standards** – a Standard developed through the consensus process of a TIA Formulating Group that is designated as an American National Standard

3 IPR POLICY

3.1 PATENTS

3.1.1 Reasonable and Non-Discriminatory (RAND) Commitment

There is no objection in principle to drafting a Standard in terms that include the use of a patented invention, if it is considered that technical reasons justify this approach.

Notwithstanding, with respect to any Essential Patent(s) necessary for the practice of any or all Normative portions of the Standard, the Patent Holder shall indicate its willingness to make a licensing commitment by stating either:

- (1) It does not hold the rights to license any Essential Patent(s) necessary for the practice of any or all of the Normative portions of the Standard;
- or, either of
- (2) (a) A license under any Essential Patent(s), the license rights which are held by the undersigned Patent Holder, will be made available to all applicants under terms and conditions that are reasonable and non-discriminatory, without monetary compensation, and only to the extent necessary for the practice of any or all of the Normative portions for the field of use of practice of the Standard; or
 - (2) (b) A license under any Essential Patent(s), the license rights which are held by the undersigned Patent Holder, will be made available to all applicants

under terms and conditions that are reasonable and non-discriminatory, which may include monetary compensation, and only to the extent necessary for the practice of any or all of the Normative portions for the field of use of practice of the Standard

In accordance with this Section, the Patent Holder shall submit a Patent Holder's Statement, ANNEX A or ANNEX B , affirming its willingness to grant licenses on RAND terms and conditions (either with or without monetary compensation) to applicants desiring to obtain such licenses for the purpose of practicing any or all Normative portions of this Standard for the field of use of practice of the Standard.

The willingness to grant RAND licenses is irrevocable and shall be binding upon the undersigned, upon submission of a Patent Holder Statement. In the event the rights to the Essential Patent(s) subject to such commitments are assigned or transferred, the undersigned shall notify the assignee or transferee of the existence of such commitments.

3.1.2 Disclosure

TIA's Policy is to encourage, but not require, the voluntary disclosure (preferably early) of Essential Patent(s) and published pending patent application(s) that may be essential to the practice of a TIA Publication. Patent Holders shall use a Patent Holder Statement (ANNEX A or ANNEX B) to make its disclosure.

The disclosure policy applies to Members and Participants who participate in the activities of a Formulating Group. There is no requirement, for a Member or a Participant to perform a patent search or to review its patent portfolio for Essential Patents, by assent to this Policy.

TIA is not responsible for identifying patents or making any inquiry into the validity or scope of any patent.

3.1.3 Patents Discovered Subsequent to Publication of a Standard

The TIA IPR Policy applies with equal force to situations involving Essential Patent(s) whenever discovered, whether before, during, or subsequent to the publication of a Standard. Once disclosure is made, the Patent Holder will be requested to provide the same Patent Holder Statement to TIA as is required in situations where Essential Patent(s) exist or are known prior to the approval of a proposed Standard.

Thus, if notice is given of an Essential Patent(s) that may be required for the practice of any or all of the Normative portions of a Standard, Patent Holders will be requested to

provide the Patent Holder Statement set forth in paragraphs 1, 2(a) or 2(b) of ANNEX A or ANNEX B unless such Patent Holder Statement was previously given, or the Standard may be withdrawn by the TIA Technical Standards Subcommittee (TSSC).

3.1.4 No Discussion of Licensing Terms

Any discussion regarding terms and/or conditions of a license are not permitted in any TIA standards activity.

3.2 SOFTWARE

In general, TIA discourages Formulating Groups from including essential copyrighted software in a Standard in such a manner that the Standard cannot be practiced without infringing the copyright rights in the absence of a license. It should also be noted that if a different expression of the same ideas as are contained in the copyrighted software is possible so those wishing to do so may practice the Standard without infringing the copyright, then such copyright is not deemed essential and Section 3.2 does not apply. Where Software is protected by patents, Section 3.1 also applies.

The grant of copyright to TIA, with certain sublicensing rights, for the purpose of printing, distribution and other reproduction of Standards and other TIA publications, is covered under Section 3.3.

Object Code shall never be included in a TIA Standard as a Normative element. Object Code may be included for Informative purposes.

However, in the event that a Standard incorporates copyrighted Software as a Normative element, then the following shall apply:

- (1) Software Copyright Holder shall submit, in addition to a submission cover sheet with required elements, and as part of its submission, a Software Copyright Statement in the form of ANNEX C "Software Copyright Holder Statement" attached hereto.
- (2) If the Formulating Group so decides, a submission of Software will not be considered for inclusion in a Standard unless the Software Copyright Holder agrees to grant a license to all who apply for it for the purpose of evaluating the Software for inclusion in the proposed Standard, then such agreement shall be in the form of ANNEX D "Software Evaluation License" attached hereto.
- (3) The Formulating Group shall use reasonable efforts to define responsibility for the maintenance of the Normative Software.

For the avoidance of any doubt, a Software Copyright Holder Statement does not grant any explicit or implied license under any patents.

3.3 COPYRIGHTS

The Members and Participants grant to TIA a worldwide, irrevocable, nonexclusive, nontransferable, royalty-free copyright license to reproduce, create derivative works, distribute, display, perform and use the Contribution(s) of the granting Member and Participants solely for the purposes of developing, publishing and distributing Standards and related materials with the right to (i) sublicense the foregoing rights consistent with TIA's policies and procedures and (ii) copyright and sell in TIA's name any TIA publication even though the TIA publication may contain the submission or a derivative work thereof.

TIA shall own the copyright in Standard (including drafts, ballots and final documents), subject to the underlying copyright rights of the contributing Members and Participants. Any publication of a Standard shall contain an appropriate copyright notice in the name of TIA. TIA may exercise any and all rights of copyright ownership in the Standard and will be authorized to license such rights, such as selling TIA publications that contain submission(s) in whole or in part, and to allow publication of excerpts from TIA publications, and encouraging other regional, national or international standards bodies to adopt TIA publications as their own. A license to use the copyrighted material contained in a TIA publication granted to another region, nation, or standards developer does not automatically convey rights to Essential Patents or copyrights required for conformance with the TIA publication.

No Engineering Committee may establish rules or policies which would have the effect of excluding submissions based on a copyright policy which is more restrictive than that stated within this section.

Joint standards may be copyrighted by all pertinent standards developers involved and as determined by agreement among them.

4 PATENT HOLDER STATEMENT

Prior to approval of each such proposed Standard, TIA shall receive an effective Patent Holder Statement in the form of ANNEX A or ANNEX B from any party identified in any manner as a Patent Holder and retain such Statement in the files of TIA. The statement must be in the words of the TIA-approved form entitled "Patent Holder Statement-Specific", attached hereto as ANNEX A or "Patent Holder Statement – General" attached hereto as ANNEX B , with one of the paragraphs 1, 2a, or 2b checked. Where

a party identified as a Patent Holder refuses to furnish such a statement, the standard should be referred back to the Formulating Group for further consideration.

In addition, "Patent Holder Statement-General", attached hereto as ANNEX B can be used for multipart Standards or other specific groupings of Reference Documents.

All forms of ANNEX A and ANNEX B are also located on the TIA website (www.tiaonline.org) and such forms shall be used to submit Patent Holder Statements whether electronic or written.

TIA will forward copies of all Patent Holder statements related to a particular proposed Standard to ANSI when the document in process is related to the development of an American National Standard.

If a Patent Holder Statement received is deemed not to be in accordance with the IPR Policy by the TIA Standards Department, TIA will return the statement to the submitter with an explanation of reasons for rejection and deem the statement ineffectual. Such Patent Holder Statements should be re-submitted with appropriate modifications. TIA will also advise the Engineering Committee or sub-element Chair of any patent(s) or published pending patent application(s) identified therein, and that the statement was deemed ineffectual.

5 NOTICE

When TIA receives a Patent Holder Statement with either Paragraphs (2a) or (2b) of ANNEX A or ANNEX B marked, the Standard shall include a note as follows:

NOTE: The user's attention is called to the possibility that compliance with this document may require use of one or more inventions covered by patent rights. By publication of this Standard, no position is taken with respect to the validity or scope of any claims of such rights or of any patent rights in connection with this Standard. The Patent Holder(s) so far identified to TIA have, however, filed statements of willingness to grant licenses under those rights on reasonable and nondiscriminatory terms and conditions (either with or without monetary compensation) to applicants desiring to obtain such licenses for the purpose of practicing any or all Normative portions of this Standard for the field of use of practice of the Standard. Details regarding the filed statements may be obtained from the TIA.

ANNEX A Patent Holder Statement – Specific

This Patent Holder Statement is located on the TIA website (www.tiaonline.org) and such forms shall be used to submit Patent Holder Statements whether electronic or written. One form per Reference Document should be submitted; however, the Patent Holder Statement-General (ANNEX B) can be used for multipart Standards or other specific groupings of Reference Documents. If you do not know the Reference Document Number, please contact TIA Standards Department via e-mail at standards@tiaonline.org.

For definitions of terms used in this statement, please refer to Section 2 of the TIA *Intellectual Property Rights Policy* located on the TIA website (www.tiaonline.org).

Date Statement Completed:	
Reference Document Number: (refer to Project Number, Standards Proposal Number, or reserved or actual document number)	
Reference Document Title: (optional)	
Patent Holder Name:	
Patent Holder Address:	
Patent Holder Web Site: (optional)	
Name of IPR Contact Person:	
Title of IPR Contact Person:	
Submitter Name:	
Submitter Mailing Address (if different than listed above for Patent Holder):	
Submitter Telephone:	
Submitter Fax:	
Submitter Email:	

On behalf of the above Patent Holder, and being authorized by the Patent Holder to make such statements, the following is indicated: With respect to any Essential Patent(s) necessary for the practice of any or all Normative portions of the above Reference Document as it exists on the date of submittal of this form, should such Reference Document be approved as a Standard:

(mark those Paragraphs below with an “X” that are applicable)

(1) The undersigned Patent Holder states:

___ It does not hold the rights to license any Essential Patent(s) necessary for the practice of any or all of the Normative portions of the above Reference Document.

(2) The undersigned Patent Holder states one of the following:

___ a) A license under any Essential Patent(s), the license rights to which are held by the undersigned Patent Holder, will be made available to all applicants under terms and conditions that are reasonable and non-discriminatory, without monetary compensation, and only to the extent necessary for the practice of any or all of the Normative portions of the above Reference Document for the field of use of practice of the Standard;

OR

___ b) A license under any Essential Patent(s), the license rights to which are held by the undersigned Patent Holder, will be made available to all applicants under terms and conditions that are reasonable and non-discriminatory, which may include monetary compensation, and only to the extent necessary for the practice of any or all of the Normative portions of the above Reference Document for the field of use of practice of the Standard.

Either Paragraph (2a) or (2b), whichever is selected above, ***may be modified*** below by marking one or both of the following:

___ The commitment to license above selected will be made available only on a reciprocal basis. The term “reciprocal” means that the licensee is willing to license the licensor in compliance with either Paragraph (2a) or (2b) above as respects the practice of the above Reference Document.

___ The undersigned Patent Holder hereby limits its commitment to license under either Paragraph (2a) or (2b) above to the Essential Patent(s) identified by issuance and filing dates and numbers on Exhibit “A” attached hereto, and represents that Exhibit “A” contains all the undersigned’s known licensable Essential Patent(s) rights, as of the date stated below, only to the extent necessary for the practice of any or all of the Normative portions of the above Reference Document. The undersigned Patent Holder undertakes to advise TIA of any licensable Essential Patent(s) rights of the undersigned which become known to the undersigned after this date and to notify TIA whether a license will be made available with respect thereto in accordance with the TIA IPR Policy. Nothing in this statement requires the undersigned Patent Holder to make a patent search.

The statements contained in Paragraphs (2a) or (2b), if marked, along with any modifications selected above are irrevocable and shall be binding upon the

undersigned. In the event the rights of the undersigned in and to the Essential Patent(s) subject to such commitments are assigned or transferred, the undersigned shall notify the assignee or transferee of the existence of such commitments.

ANNEX B Patent Holder Statement - General

Scope means the TIA subject matter considered applicable to this Patent Holder Statement - General. There are three categories of scopes, each being successively broader, of which one can be designated in this Patent Holder Statement-General. The narrowest scope is limited to a Reference Document, which can include all subparts of a multipart document or can be further limited to a specific subpart(s). In lieu of submittal of Patent Holder Statement-Specific for each subpart of a multipart Standard, such as TIA/EIA-136 or IS-2000 which has several subparts, it is acceptable to submit one statement provided that one selects Category A, provides the Reference Document Number, selects Multipart, and indicates ALL PARTS INCLUSIVE.

TIA's policy requires the submittal of a new Patent Holder Statement for each revision of a Standard. The scope of Category A can also be used to encompass all revisions of a document including subsequently published revisions. It is acceptable to submit one Patent Holder Statement-General for all subsequent revisions of a Standard provided that one selects Category A, provides the Reference Document Number, indicates Revision Designation, and indicates THIS REVISION & ALL SUBSEQUENT REVISIONS.

In the scope of Category A, it is acceptable for the submitter to mark both Multipart and Revision Number Designations. Please note that if you mark only multipart as an option, this option does not include future revisions of the document. If you mark revision designation as an option, and select "THIS REVISION & ALL SUBSEQUENT REVISIONS", then this is a designation for all subsequent revisions of the designated document, unless the Patent Holder modifies this Statement at a later date.

The next category of scope, Category B, is limited to an identified TIA Formulating Group, which can be designated by the numeric designation.

The broadest category of scope, Category C, is limited to the TIA in general, with specific designations to either (a) all TIA Formulating Groups in which the Patent Holder participates; or (b) any TIA Standard.

To the extent that varying degrees of scope are selected that result in a conflict (e.g., Category B and C marked) then the intent of the Patent Holder making the General Statement shall be construed to apply to the lesser, or more limited, scope category (i.e., Category B).

<p>Scope of Patent Holder Statement-General: (mark one category only):</p>	<p>SCOPE CATEGORY A <input type="checkbox"/> Reference Document Reference Document Number: _____ (can mark one or both of the following designations) <input type="checkbox"/> Multipart Designation a) <input type="checkbox"/> ALL PARTS INCLUSIVE (including subparts, addendum); OR b) <input type="checkbox"/> Specific subpart(s); Subpart designation(s) (e.g. .1, .2, .3) _____ <input type="checkbox"/> Revision Designation a) <input type="checkbox"/> THIS REVISION & ALL SUBSEQUENT REVISIONS; OR b) <input type="checkbox"/> Specific revision (s); Revision designation(s) (e.g. A, B, C) _____</p>
	<p>SCOPE CATEGORY B <input type="checkbox"/> All Patent Holder Contributions to Designated TIA Formulating Group, as specified below: Formulating Group Designation Number (e.g. TR-45.2): _____</p>
	<p>SCOPE CATEGORY C <input type="checkbox"/> The TIA generally, as specified below: (check one only) <input type="checkbox"/> All TIA Formulating Groups in which Patent Holder participates; OR <input type="checkbox"/> Any TIA standard</p>

This Patent Holder Statement is located on TIA’s website (www.tiaonline.org) and such form shall be used to submit Patent Holder Statements whether electronic or written. One form per Reference Document should be submitted, however, the Patent Holder Statement-General can be used for multipart Standards or other specific groupings of Reference Documents. If you do not know the Reference Document Number, please contact TIA Standards Department at standards@tiaonline.org.

For definitions of terms used in this statement, please refer to Section 2 of the TIA *Intellectual Property Rights Policy* located on the TIA website (www.tiaonline.org).

Date Statement Completed:	
Patent Holder Name:	
Patent Holder Mailing Address:	
Patent Holder Web Site: (optional)	
Name of IPR Contact Person:	
Title of IPR Contact Person:	
Submitter Name:	
Submitter Mailing Address (if different than listed above for Patent Holder):	
Submitter Telephone:	
Submitter Fax:	
Submitter Email:	

On behalf of the above Patent Holder, and being authorized by the Patent Holder to make such representations, the following is indicated:

With respect to any Essential Patent(s) relevant to the Standards which fall within the above indicated Scope: (mark those Paragraphs below with an "X" that are applicable)

- (1) The undersigned Patent Holder states:
- ___ It does not hold the rights to license any Essential Patent(s) necessary for the practice of any or all of the Normative portions of any Standards which fall within the above indicated Scope.
- (2) The undersigned Patent Holder states one of the following:
- ___ a) A license under any Essential Patent(s), the license rights to which are held by the undersigned Patent Holder, will be made available to all applicants under terms and conditions that are reasonable and non-discriminatory, without monetary compensation, and only to the extent necessary for the practice of any or all of the Normative portions of Standard(s) falling within the above indicated Scope for the field of use of the practice of said Standard(s);

OR

- ___ b) A license under any Essential Patent(s), the license rights to which are held by the undersigned Patent Holder, will be made available to all applicants under terms and conditions that are reasonable and non-discriminatory, which may include monetary compensation, and only to the extent necessary for the practice of any or all of the Normative portions Standard(s) falling within the above indicated Scope for the field of use of the practice of said Standard(s);

Either Paragraph (2a) or (2b), whichever is selected above, **may be modified** below by marking the following:

____ The commitment to license above selected will be made available only on a reciprocal basis. The term “reciprocal” means that the licensee is willing to license the licensor in compliance with either Paragraph (2a) or (2b) above as respects the practice of the Standard covered by the requested license.

The statements contained in Paragraphs (2a) or (2b), along with the modification, if selected above, are irrevocable as to all Reference Documents in existence prior to balloting and shall be binding upon the undersigned. In the event the rights of the undersigned in and to the Essential Patent(s) subject to such commitments are assigned or transferred, the undersigned shall notify the assignee or transferee of the existence of such commitments.

Notwithstanding the forgoing, the statements contained in Paragraphs (2a) or (2b), along with the modification, if selected above, may be amended or terminated upon notice in writing delivered to TIA as to any or all Reference Documents that have not yet been balloted.

If none of the above Paragraphs are marked, the undersigned Patent Holder states that it declines to make any commitments to license on the terms set forth in Paragraphs (1), (2a) or (2b) above.

Agreed on behalf of the above Patent Holder:

(Signature)

(Title)

(Name printed)

(Date)

ANNEX C Software Copyright Holder Statement

This Software Copyright Holder Statement is located on TIA's website (www.tiaonline.org) and such form shall be used to submit Software Copyright Holder Statements whether electronic or written. One form per Reference Document should be submitted. If you do not know the Reference Document Number, please contact TIA Standards Department via e-mail at standards@tiaonline.org.

For definitions of terms used in this statement, please refer to Section 2 of the TIA *Intellectual Property Rights Policy* located on the TIA website (www.tiaonline.org).

Date Statement Completed:	
Reference Document Number: (refer to Project Number, Standards Proposal Number, or reserved or actual document number)	
Reference Document Title: (optional)	
Software Copyright Holder Name:	
Software Copyright Holder Mailing Address:	
Software Copyright Holder Web Site: (optional)	
Name of IPR Contact Person:	
Title of IPR Contact Person:	
Submitter Name:	
Submitter Mailing Address (if different than listed above for Software Copyright Holder):	
Software Name or Identification and Version (the "Software"):	
Submitter Telephone:	
Submitter Fax:	
Submitter Email:	

On behalf of the above Software Copyright Holder, and being authorized by the Software Copyright Holder to make such statements, the following is indicated:

With respect to the Software as it exists on the date of submittal of this form, should such Reference Document be approved as a Standard:

(mark those Paragraphs below that are applicable)

(1) The undersigned Software Copyright Holder states:

___ The undersigned waives its copyright in the Software to the extent necessary to practice any or all of the Normative Portions of the above Reference Document for the field of use of practice of the Standard.

- (2) The undersigned Software Copyright Holder states one of the following:
___ a) A license to reproduce, use and distribute the Software, will be made available to all applicants under terms and conditions that are reasonable and non-discriminatory, without monetary compensation, and only to the extent necessary for the practice of any or all of the Normative portions of the above Reference Document for the field of use of practice of the Standard;

OR

- ___ b) A license to reproduce, use and distribute the Software, will be made available to all applicants under terms and conditions that are reasonable and non-discriminatory, which may include monetary compensation, and only to the extent necessary for the practice of any or all of the Normative portions of the above Reference Document for the field of use of practice of the Standard.

Either Paragraph (2a) or (2b), whichever is selected above, **may be modified** below by marking one or both of the following:

___ The commitment to license above selected will be made available only on a reciprocal basis. The term “reciprocal” means that the licensee is willing to license the licensor in compliance with either Paragraph (2a) or (2b) above as respects the practice of the above Reference Document.

___ The license made available by the undersigned will include the right to modify the Software, provided the licensee is willing to make available to the licensor a license to reproduce, use and distribute any modifications to the Software, in both cases and only to the extent necessary for the practice of any or all of the Normative portions of the above Reference Document for the field of use of practice of the Standard.

The statements contained in Paragraphs (2a) or (2b), if marked, along with any modifications selected above are irrevocable and shall be binding upon the undersigned. In the event the rights of the undersigned in and to the Software subject to such commitments are assigned or transferred, the undersigned shall notify the assignee or transferee of the existence of such commitments.

Agreed on behalf of the above Software Copyright Holder:

(Signature)

(Title)

(Name printed)

(Date)

ANNEX D Software Evaluation License

The undersigned ("Licensor") hereby grants to the persons and/or companies listed on Exhibit A attached hereto ("Licensee"), a non-exclusive, compensation-free, limited license to evaluate the Software identified on Exhibit B attached hereto ("SOFTWARE") upon the terms and conditions contained in this license, as follows:

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