

TITLE: Intellectual Property Rights (IPR) Policy

Approved: 7th December 2004 Effective: 15th February 2005

General Information

This policy covers the issues of *Patent*, *Patent* applications, copyright, trademark, trade secret, and other intellectual property rights (collectively, "IPR") for *Specifications/Standards* created by VESA. This policy should be read in conjunction with VESA Policy # 235F which defines the technical process and procedures for the development of VESA *Specifications/Standards*.

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1. Introduction

This document defines the VESA policy regarding intellectual property rights and procedures. In the event of any conflict with other VESA policies regarding *IPR*, this policy shall take precedence.

At the request of members, this revision makes a few changes in wording (not intent) to add clarity—see final page for location of changes.

2. Definitions

<u>Term</u>	<u>Definition</u>
<i>Bill of Sale and Conveyance</i>	A legal agreement between VESA and a <i>Member(s)</i> or <i>Non-member Participant(s)</i> regarding a transfer of technology to VESA (see Section 5.1.1 of this policy)
<i>Board of Directors</i>	The individuals elected by <i>Members</i> who, collectively, are responsible for governing VESA as specified by the VESA Bylaws.
<i>Call for Patents</i>	See Section 4.3 below
<i>Chair</i>	The individual, or the designated substitute, elected by the participants of each <i>Task Group</i> to moderate meetings of that <i>Task Group</i> , in accordance with VESA Policy 210D.
<i>Date of Adoption</i>	The closing date of the voting period for a proposed VESA <i>Specification/Standard</i> which results in adoption of the proposed <i>Specification/Standard</i> as an approved VESA <i>Specification/Standard</i> .
<i>Implementer</i>	Any organization or individual, whether a <i>Member</i> or not, designing a product which uses one or more VESA <i>Specifications/Standards</i> .
<i>Implementer License</i>	See section 5.2 below and Exhibit D
<i>IPR</i>	An abbreviation of "Intellectual Property Rights", referring to any form of legally recognized property right, and including: claims made in <i>Patents</i> ; copyrights; trademarks; and trade secrets.
<i>IPR Response Form</i>	See Section 4.4 below, and Exhibit C
<i>Knowledge</i>	As to any <i>Member</i> , the actual awareness of <i>Participants</i> and / or <i>Representative(s)</i> that have participated on its behalf in connection with a given draft <i>Specification/Standard</i> .
<i>Member</i>	VESA members: either ‘regular members’ or ‘associate members’ as defined by VESA bylaws. See clauses 2.01 – 2.03 of bylaws for definitions.
<i>Necessarily Infringed</i>	The unavoidable infringement of <i>Patent</i> claim(s) by an implementation of the required portions of a <i>Specification/Standard</i> , there being no commercially reasonable alternative way to implement the <i>Specification/Standard</i> without resulting in such infringement.
<i>Necessary Claims</i>	Those claims under <i>Patents</i> anywhere in the world that would be <i>Necessarily Infringed</i> by the implementation of the required elements of a <i>Specification/Standard</i> .
<i>Non-discriminatory</i>	Available to all, and available to all under terms that are substantially identical to the terms made available to others under substantially similar circumstances.

<u>Term</u>	<u>Definition</u>
<i>Non-member Participant</i>	Individuals or representatives of companies or organizations not currently members of VESA. Such attendees are required to comply with all relevant VESA confidentiality and <i>IPR</i> requirements. See VESA Policy # 210D for full details.
<i>Participant</i>	Any individual who attends a VESA <i>Task Group</i> or other meeting, or participates electronically in any activity in connection with the development of a <i>Specification/Standard</i> or other work product which may include <i>IPR</i> .
<i>Patent(s)</i>	Issued patent(s) and patent application(s) of any type.
<i>RAND</i>	Reasonable and Non-Discriminatory
<i>Reasonable</i>	Contract terms relating to <i>IPR</i> included in a <i>Specification/Standard</i> that are not more onerous (including as to price) than could be obtained by the owner of such <i>IPR</i> in the open market absent its inclusion in a <i>Specification/Standard</i> . It is acknowledged that "reasonableness" cannot be established with precision.
<i>Representative</i>	Any person making legally binding declarations on behalf of a VESA <i>Member</i> or a <i>Non-member Participant</i> .
<i>Specification/Standard</i>	A technical document, or any other work product containing <i>IPR</i> , formally adopted by VESA. Unless the context otherwise requires, any reference to the adoption of a <i>Specification/Standard</i> shall also be deemed to apply to the adoption of an amendment to a <i>Specification/Standard</i> .
<i>Submission</i>	An affirmative and knowing contribution of <i>IPR</i> with the intention that such <i>IPR</i> be considered for inclusion in a <i>Specification/Standard</i> . A <i>Submission</i> , in whatever form, may occur as a result of, for example, <i>Participants</i> jointly creating a <i>Specification/Standard</i> , an unsolicited offer to VESA of existing technology by a <i>Member</i> , or in response to a general VESA request for proposals.
<i>Submission of Technology Form</i>	See Section 4.2 below, and Exhibit A.
<i>Submitter</i>	A <i>Member</i> as well as any <i>Representative(s)</i> of a <i>Member</i> , or a <i>Non-member Participant</i> , making a <i>Submission</i> to VESA.
<i>Task Group</i>	As defined by VESA Policy # 210D
<i>Technical Committee</i>	As defined by VESA Policy # 210D

Usage convention: Terms defined in the above table are *Capitalized and Italicized* when used in this policy.

3. Referenced VESA Documents

All referenced documents are available on the VESA website or from the VESA office.

<u>Policy # or Reference</u>	<u>Policy or Document Title</u>
Bylaws	VESA Bylaws
210D	<i>Task Group</i> Organization, Membership, Voting and Operating Procedures
235F	Procedure for Generation of VESA <i>Specifications/Standards</i> and Non-Standard Documents

4. Assurances Regarding IPR

It is VESA's goal to avoid the inadvertent adoption of *Specifications/Standards* that would *Necessarily Infringe* the *Patent* claims of either *VESA Members* or third parties. This *IPR* document includes rules whereby *Members, Participants* and *Representatives* are required to inform VESA of any such claims. A *Member's* duty varies, depending on whether the *Necessary Claims* in question is owned by the *Member* or by a third party.

These rules arise in several distinct situations:

- A *Member* makes a formal *Submission* in response to a request for proposal, or on its own initiative (e.g., in connection with a proposal to begin work on a new *Specification/Standard*) (see, in particular, Section 4.2 below).
- A *Member*, through its *Representatives*, participates in a VESA activity, *Task Group* or the *Board of Directors* (see, in particular, Section 4.3 below).
- *Members* are required to respond if they are aware of *Patent* claims that would be infringed by an implementation of a draft *Specification/Standard* (see Section 4.4 below).

4.1 Introduction

Assurances are required at the time that a *Submission* is made that the *IPR* inherent in the *Submission*, if incorporated into a *Specification/Standard* (either in whole or part), shall be made available under license to all *Implementers, Members* and non-members alike. In accordance with prevailing industry practice, that license shall include *RAND* terms with respect to all *Necessary Claims* and other *IPR* that would be necessarily infringed by the implementation of the required elements of a *Specification/Standard*. This policy also applies at the time that *Specifications/Standards* are amended.

4.2 Requirements – Submitter(s)

In order to assure that any *Necessary Claims* under *Specifications/Standards* shall be available under license to all *Implementers* on *RAND* terms, a *Submitter* making a formal *Submission* is required to complete, sign and deliver a *Submission of Technology Form*, a copy of which is attached as **Exhibit A (page 10)**. This is a high-level form which leaves committing to the actual license terms to a later date. The commitment made in the *Submission of Technology Form* cannot be revoked, in order to prevent the relevant *Task Group* from wasting its time on a later-withdrawn *Submission*.

4.2.1 Consequences of Failure to Deliver a *Submission of Technology Form*

Any *Submission* that is not accompanied by a completed and signed *Submission of Technology Form*, when such a form is required, shall not be considered.

4.2.2 Informal *Submission(s)*

When a *Submission of Technology Form* is not required, no *Member* or *Participant* shall knowingly make a *Submission* that includes any *Necessary Claims* under a *Specification* without disclosing such *Patent* claim(s).

4.3 Requirements - Meeting Participants

A “*Call for Patents*” shall be made at the beginning of every in-person, and as deemed appropriate by the *Chair*, any telephonic or electronic meeting of a *Task Group* or other process group, and at appropriate

times in the course of collaboration, as determined by standing procedures. The text of the *Call for Patents* appears as **Exhibit B (page 13)** of this document.

In response to a *Call for Patents*, *Participants* are asked to identify any *Necessary Claims* of which they may be aware under a draft *Specification/Standard*, whether it is owned by the *Participant*, the *Member* it represents, or any third party. There is no penalty for a disclosure that proves to be inaccurate, absent a willful and knowing intention to deceive.

A *Call for Patents* at any given meeting shall only relate to the topics to be covered at that meeting, as indicated by the official agenda for that meeting.

4.3.1 Consequences of not responding to a “Call for Patents”

The duty to respond to a *Call for Patents* relates only to the present knowledge of the *Participant*. Except as provided in Section 4.5 below, there is no penalty for the failure to disclose *Necessary Claims* in response to a *Call for Patents*, absent a willful and knowing failure to comply.

4.4 Requirements - Process Checkpoints

Prior to the final approval of a *Specification/Standard*, *Members* and *Non-member Participants* claiming to have *Necessary Claims* with respect to such *Specification/Standard* are required to submit *IPR Response Forms*. An example appears as **Exhibit C (page 14)**. The times at which such forms are required to be submitted, and the *Members* required to submit them, are described in VESA Policy # 235F, Procedure for Generation of VESA Standards and Non-Standard Documents. Unlike responses to *Calls for Patents*, an *IPR Response Form* (or the consequences of failing to submit an *IPR Response Form*) is binding upon the *Member* or *Non-member Participant* that submits (or fails to submit) it.

4.4.1 Additional IPR to be Included

If a *Member* or *Non-member Participant* has an economic interest in or expects to gain economic benefit from another company’s *Necessary Claim(s)* and knows of such claim(s), then the *Member* or the *Non-member Participant* is required to disclose such claims as though the *Member* or the *Non-member Participant* were the owner of such claim(s), unless such *Member* or the *Non-member Participant* is subject to a non-disclosure agreement obligation as to such *Necessary Claim(s)*.

4.4.2 Knowledge and Timing

In order to avoid the necessity of performing patent searches, the information contained in an *IPR Response Form* need only be to the *Knowledge* of the *Member*. However, in order to permit all *Members* to perform such internal *IPR* investigations as they may wish, *IPR Response Forms* shall not be required to be returned in less than 28 days from the date at which the call for *IPR Response Forms* is made. The exact response period whenever *IPR Response Forms* are required to be submitted shall be determined by the relevant *Task Group*, other process group, or the VESA *Board of Directors*.

4.5 Failure to Respond

4.5.1 Meeting Participants and Process Checkpoints

This *IPR* Policy expressly imposes a duty of good faith among *Members* and *Non-member Participants* with respect to their participation in the standard setting process and, in particular, as regards the disclosure of *IPR* and conformance with the spirit as well as the letter of this *IPR* Policy. Each *Member* and *Non-*

member Participant shall be a third party beneficiary of this duty of good faith. In the event of any breach of this duty of good faith by a *Member* or *Non-member Participant* with respect to the adoption of a given *Specification* and the bringing of an infringement action against any *Implementer* of the same *Specification/Standard*, such *Implementer* shall be entitled to assert such breach as an affirmative defense for the avoidance of any financial or other obligation to such *Member* or *Non-member Participant* with respect to its implementation of such *Specification/Standard*.

5. License Process Description

5.1 Availability

When a *Specification/Standard* has been adopted, the *Members* owning *Necessary Claims* under such *Specification/Standard* shall provide the promised rights to such *Necessary Claims*. Those rights can be provided in one of two ways, at the election of the *Patent* owner.

5.1.1 Conveyance

The first is by outright conveyance, in which case the ownership of all *IPR* passes to VESA. If desired, the conveyor may retain a perpetual, fully paid, irrevocable license to the contributed *IPR*. The *Bill of Sale and Conveyance* document used to make this technology transfer shall be negotiated between VESA and the conveyor at the time of transfer.

5.1.2 Copyright only license, with limited rights to sublicense

The second method which may be employed is to grant VESA a perpetual, irrevocable, license without right to sublicense (except for review purposes). This would only permit VESA to publish the *Specification/Standard* and sublicense its use for reference only, and would direct would-be *Implementers* to the licensor's website to obtain an implementation license.

5.1.3 Ownership Rights

In the case of 5.1.2 above, all *Patent* rights remain with the *IPR* owner. In both options above, however, VESA is given ownership of the copyright in the *Specification/Standard* itself, as well as the right to make derivative works (see Section 8.1 below). And in all cases, the grantor or licensor is permitted to disclaim any warranty of non-infringement or performance. The grantor or licensor is requested, however, to state to the best of its *Knowledge* any infringement issues.

5.2 Implementation Process

If an *Implementer* is permitted the right to obtain necessary license rights at the VESA website (option 5.1.1 above), it is required to click on an *Implementer License* in the form of **Exhibit D (page 17)**. This "click through" license, among other things, disclaims any liability to the *Implementer* for infringement or performance issues.

6. Patents Revealed After Adoption

6.1 VESA Response

In the event that, following adoption of a *Specification/Standard*, a *Patent* owner alleges that it owns *Necessary Claim(s)* under a *Specification/Standard*, the *Patent* owner shall be asked to license its *Necessary Claims* to all would-be *Implementers* on *RAND* terms. If such a license cannot be obtained, the

Specification/Standard shall be referred back to the *Board of Directors*, which shall decide the appropriate action to be taken.

6.2 Adopter Claims of Infringement

If a license is not obtainable from the owner of *Necessary Claim(s)* in the situation described in Section 6.1 above, then no *Member* shall be bound by any commitment made under this policy to provide a license to its own *Necessary Claim(s)* to such *Patent* owner under the *Specification/Standard* in question, and any license rights relating to such *Specification/Standard* or amendment which such *Member* may have previously granted to such asserter may be revoked.

7. Document Notations

7.1 Notation when Patents are Identified and Licenses Shall be Provided

When *Necessary Claims* or other *IPR* that would be *Necessarily Infringed* have been identified for draft *Specifications* subject to *Member* comment, or thereafter with respect to already published *Specifications/Standards*, and the *IPR* owner has indicated that it shall provide a license to all *Implementers* on *RAND* terms, the following notice shall be included in the introduction:

"VESA draws attention to the fact that it is claimed that compliance with this *Specification/Standard* may involve the use of a patent or other intellectual property right (collectively, "*IPR*") concerning (*..subject matter..*) given in (*..subclause..*). VESA takes no position concerning the evidence, validity and scope of this *IPR*.

The holder of this *IPR* has assured VESA that it is willing to license the *IPR* on *RAND* terms. In this respect, the statement of the holder of this *IPR* is registered with VESA. Information may be obtained from:

[*..name of holder of right..*]
[*..address..*]

Attention is drawn to the possibility that some of the elements of this VESA *Specification/Standard* may be the subject of *IPR* other than those identified above. VESA shall not be held responsible for identifying any or all such *IPR*, and has made no inquiry into the possible existence of any such *IPR*.

"THIS *SPECIFICATION/STANDARD* IS BEING OFFERED WITHOUT ANY WARRANTY WHATSOEVER, AND IN PARTICULAR, ANY WARRANTY OF NON-INFRINGEMENT IS EXPRESSLY DISCLAIMED. ANY IMPLEMENTATION OF THIS *SPECIFICATION/STANDARD* SHALL BE MADE ENTIRELY AT THE *IMPLEMENTER'S* OWN RISK, AND NEITHER VESA, NOR ANY OF ITS *MEMBERS* OR *SUBMITTERS*, SHALL HAVE ANY LIABILITY WHATSOEVER TO ANY *IMPLEMENTER* OR THIRD PARTY FOR ANY DAMAGES OF ANY NATURE WHATSOEVER DIRECTLY OR INDIRECTLY ARISING FROM THE IMPLEMENTATION OF THIS *SPECIFICATION/STANDARD*."

7.2 Notation when Patents are Identified and Licenses are Not Provided in Accordance with VESA Policy

In the event that anyone alleges that it owns *Necessary Claims* under a *Specification/Standard*, and such owner has refused to grant a license to all *Implementers* on *RAND* terms, then the second paragraph of the above notice shall be replaced or supplemented, as appropriate, with the following:

"The holder of such *IPR* has refused a request by VESA that it agree to make a license, in accordance with VESA policy, available for the purpose of implementing this *Specification/Standard*. Information may be obtained from:

[..name of holder of right..]
[..address..]"

8. Other *IPR*

8.1 Copyrights

8.1.1 Ownership

The copyright for all VESA draft and adopted *Specifications/Standards* shall belong to VESA.

8.1.2 Contributions of Copyrighted Materials

Those who contribute their copyrighted materials to VESA shall retain copyright ownership of their original work, while at the same time granting VESA full rights to revise, modify, and create derivative works based on that original work, under VESA's own copyright.

8.2 Trade Secrets

VESA *Members* shall not be expected to reveal trade secret information to VESA, nor shall they be asked to sign non-disclosure agreements by VESA. VESA cannot be held responsible for the disclosure of any *Member* or non-member's trade secret, regardless of the circumstances.

8.3 Trademarks

8.3.1 VESA Trademarks

VESA trademarks and logos, registered or otherwise, are the property of VESA. Their use shall be governed by such policies, procedures and guidelines as shall be approved by VESA from time to time, and applicable law.

8.3.2 Non VESA Trademarks

The use of trademarks and logos not owned by VESA shall be in accordance with applicable law and such contractual requirements as may be imposed by the owners of such trademarks.

9. Amendment and Supplementation

This policy may be amended at any time by the *Board of Directors*, and may be supplemented at any time by such additional rules as the *Board of Directors* may elect or approve. No change in this *IPR* policy shall have retroactive effect, nor shall any change take effect earlier than 60 days following its announcement to the *Members*. Any such change will, at least, be notified to *Members* via messages sent to the 'VESA Member' and the 'VESA Policy and Legal' reflectors.

10. Dispute Resolution

VESA shall not be required to become involved in any dispute between parties that involves the interpretation or enforcement of this *IPR* Policy.

11. Summary

The documents and process described above are intended to protect the rights of all *Members* while permitting the achievement of VESA and its *Members'* goals. At the same time, the documents and process are intended to permit the VESA technical process to proceed without violation of applicable law or negative impact on *Member* recruitment and retention.

VESA's *IPR* process shall continue to operate under the supervision of the *Board of Directors*, and shall evolve as necessary as the internal needs of VESA and as external legalities and trade practices change.

If you have any question about the VESA *IPR* policy, please contact the VESA Executive Director at the VESA office. See www.vesa.org for contact information.

12. Exhibit A: Submission of Technology Form

NOTE: All blanks shall be completed in order for this *Submission* to be given consideration. This *Submission* is subject to all such guidelines, policies and procedures of VESA as may currently be in force. *All terms capitalized and italicized are intended to have the meanings given to them in Section 2 of VESA Policy # 200B.*

Name of Submitting Organization ("<i>Submitter</i>"):	
Name of Person Completing this Form on Behalf of <i>Submitter</i> ("<i>Representative</i>"):	
Mailing Address of <i>Representative</i>:	
Email Address of <i>Representative</i>:	
Specification/Standard Request for Proposal or request for Information to which this <i>Submission</i> relates, if any (the "<i>RFP/RFI</i>"):	

A. The *Representative* hereby represents the following on behalf of him/herself and the *Submitter*, as the context requires:

1. The *Representative* is authorized to make the *Submission* attached hereto as **Exhibit A.1** on behalf of the *Submitter*, and to make the following representations and warranties.
2. The *Submitter* has reviewed VESA Policy # 200B and the other VESA Policies referenced in that policy (the "*Policies*") and agrees that its *Submission* is being made in full compliance with those Policies.
3. The *Submitter* hereby irrevocably agrees that, if its *Submission*, in whole or in part, is finally approved by VESA for incorporation into the *Specification/Standard*, that on request it shall license all *IPR* owned by it on the following terms:
 - (i) The license shall be perpetual, subject to the revocation provision in section 6.2, (or until the expiry of its *Necessary Claim(s)*, as the case may be), non-exclusive and worldwide, and shall be made available to those (*Members* and non-members alike) desiring to use or implement the *Specification/Standard* referenced above, provided, however; that with respect to *Patent* claims, such license shall extend only to such *Necessary Claims* in the *Submission* as would be *Necessarily Infringed* by an implementation of such *Specification/Standard* in its final, approved form; and
 - (ii) All terms and conditions in such license shall be *RAND* (Reasonable and Non-Discriminatory).

4. With respect to any *Patent(s)* owned or applied for by the *Member* which it asserts contain *Necessary Claims* that would be *Necessarily Infringed* by an implementation of the *Specification/Standard*, the *Member* identifies the same on Exhibit A.1 by serial, publication or *Patent* number (required) and, if the *Patent* has issued, the *Member* also identifies such *Necessary Claims* (requested).

5. The *Submitter* hereby agrees that VESA may copy, distribute and otherwise make available this *Submission* for the purpose of evaluation, and that in the event that the *Submission* is accepted, that VESA shall own the copyright in the resulting *Specification/Standard* and all rights therein, including the rights of distribution. This agreement shall not in any way deprive the *Submitter* of any *Patent* claims or other *IPR* relating to the technology to which its *Submission* relates.

B. VESA, in accepting this *Submission*, acknowledges the following:

EXCEPT AS SPECIFICALLY PROVIDED FOR ABOVE, THIS *SUBMISSION* IS BEING OFFERED WITHOUT ANY WARRANTY WHATSOEVER, AND IN PARTICULAR, ANY WARRANTY OF NON-INFRINGEMENT IS EXPRESSLY DISCLAIMED, EXCEPT TO THE EXTENT OF KNOWING FALSITY IN ANY STATEMENT MADE ABOVE. ANY IMPLEMENTATION OF ANY *SPECIFICATION/STANDARD* OR AMENDMENT INCORPORATING THIS *SUBMISSION* IN WHOLE OR IN PART SHALL BE MADE ENTIRELY AT THE *IMPLEMENTER'S* OWN RISK, AND THE *SUBMITTER* SHALL HAVE NO LIABILITY WHATSOEVER TO ANY *IMPLEMENTER* OR THIRD PARTY FOR ANY DAMAGES OF ANY NATURE WHATSOEVER DIRECTLY OR INDIRECTLY ARISING FROM SUCH IMPLEMENTATION, EXCEPT AS A RESULT OF ANY KNOWING FALSITY IN ANY STATEMENT MADE ABOVE.

This *Submission* has been made on _____, 200__.

[Name of Submitting Organization-*Submitter* from Above]

By: _____
[Signature of *Representative*]

Name: _____

Exhibit Index:

A-1: *Submission*

A-2: Defined terms – omitted here, refer to Section 2 of VESA Policy # 200B

Exhibit A-1: *Submission*

[Identify *Patents* by file number and, if available, relevant claim(s)]

13. Exhibit B: Meeting ‘Call for Patents’ Text

Please be aware that this meeting is being held under the Intellectual Property Rights policy (VESA Policy # 200B and the other policies referenced in that policy) adopted by VESA. If you do not have a copy of this policy, please see me during this meeting. You may also view and download a copy of that policy at the *Member* Download Center area of the VESA website.

At this time, I would ask that anyone in attendance please review the agenda for this meeting as distributed, and inform me if they are personally aware of any *Patent* claims which would be likely to be read upon by an implementation of any *Specification/Standard* or other work product which is the subject of this meeting, as indicated by the agenda. You need not be the inventor of such *Patent* or *Patent* application in order to inform us of its existence, nor shall you be held responsible for expressing a belief which turns out to be inaccurate.

14. Exhibit C: IPR Response Form

NOTE: All blanks shall be completed in order for this response to be given consideration. This response is subject to all such guidelines, policies and procedures of VESA as may currently be in force. This form shall be completed, when required, on behalf of each *Member*, at the appropriate process checkpoint(s). *All capitalized and italicized terms are intended to have the meanings given to them in Section 2 of VESA Policy # 200B*

Name of <i>Member</i>:	
Name of Person Completing this Form on Behalf of <i>Member</i> ("<i>Representative</i>"):	
Mailing Address of <i>Representative</i>:	
Email Address of <i>Representative</i>:	
<i>Specification/Standard</i> to which this response relates:	

A. The *Representative* hereby represents the following on behalf of him/herself and the *Member*, as the context requires:

1. The *Representative* is authorized on behalf of the *Member* to make the following representations and warranties.
2. The *Member* has reviewed the current Policy regarding *IPR* (Intellectual Property Rights) of VESA and agrees that it shall fully comply with those Policies.
3. If you do not choose one of the options under (a) you shall choose the option under (b)):

(a) The *Member* hereby irrevocably agrees that it (please check one blank):

_____ On request, license all *Patent* claim(s) which are owned by it and which is (are) *Necessarily Infringed* by the use or implementation of the proposed *Specification/Standard*, on a perpetual (or until the expiry of *IPR* if the rights are derived from time limited grants such as *Patents*), non-exclusive and worldwide basis, to those (*Members* and non-members alike) desiring to use or implement such *Specification/Standard*; and that such license shall be (please check one blank):

_____ Without charge, and shall otherwise be under *RAND* (Reasonable and Non-Discriminatory) terms and conditions; or

_____ With the requirement of paying a royalty or other fee, and under *RAND* (Reasonable and Non-Discriminatory) terms and conditions (including with respect to the royalty or other fee) that are Reasonable and Non-Discriminatory. With respect to any *Necessary Claim(s)* owned or applied for by the *Member*, the *Member* identifies the same on **Exhibit C-1** by serial, publication or *Patent* number (required) and, if the *Patent* has issued, the *Member* also identifies such *Necessary Claims* (requested).

(b) _____ With respect to any *Necessary Claims* owned or applied for by the *Member*, and as to which the *Member* indicates that no guarantee of license rights is being made (or that such rights shall in fact be denied in at least some cases), the *Member* identifies the same on **Exhibit C-1** by serial, publication or *Patent* number (required) and, if the *Patent* has issued, the *Member* also identifies such *Necessary Claims* (requested).

This *Submission* has been made on _____, 200_.

[Name of *Member*]

By: _____
[Signature of *Representative*]

Exhibit Index:

C-1: Reserved Intellectual Property

C-2: Defined terms – omitted here, refer to Section 2 of VESA Policy # 200B

Exhibit C-1: Reserved Intellectual Property

[Identify *Patents* by file number and, if available, relevant claim(s)]

15. Exhibit D: *Implementer's License Agreement*

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VESA Policy # 200

Submitted by: Board of Directors, Executive Director and Attorney
Revision Date: 13th April 2004 (Initial Release)

Details:

- New policy specifying all VESA IPR requirements, supersedes sections in several existing policies.

VESA Policy # 200A

Submitted by: Board of Directors, Executive Director and Attorney
Revision Date: 2nd June 2004

Details

- Response to comments from members, discussions within Board of Directors and review with Attorney.

VESA Policy # 200B

Submitted by: Board of Directors, Executive Director and Attorney
Revision Date: 7th December 2004

Details

- Response to further comments from members, discussions within Board of Directors and review with attorney
- Section 2, changes to definition of Necessarily Infringed and Non-discriminatory
- Section 4, third bullet point
- Section 4.1, fifth line.
- Section 4.5.1 sixth line. A typo, the 'a' in "... of a an ..." deleted.
- Exhibit A, section 3.(i)
- Exhibit C, section 3 (a) second paragraph
- Multiple references to policy 200A updated to 200B (mainly Exhibits A, B & C)

VESA Policy # 200B Update

Submitted by: Executive Director
Revision Date: 16th March 2011

Details

- Updated references to other updated VESA policies
- Removed references to Technical Committees
- Added *Standard* to the term *Specification*. *Specification/Standard*