



**TITLE: Intellectual Property Rights (IPR) Policy**

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**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* (including *Specifications/Standards* that incorporate Software) created by VESA. This policy should be read in conjunction with VESA Policy # 235H 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.

## 2. Definitions

Term	Definition
<i>Ancillary Software</i>	Any <i>Software</i> that is included in or supplements a <i>Specification/Standard</i> that does not implement a <i>Required Element</i> of the <i>Specification/Standard</i>
<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 210E.
<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>Disclosure</i>	With respect to any draft <i>Specification/Standard</i> , means to disclose each <i>Necessary Claim</i> under a <i>Patent</i> or <i>Patent</i> application relating to such document (whether Owned by the discloser or by a third party), the jurisdiction and registration number of the relevant <i>Patent</i> and published <i>Patent</i> application, and the portion of the draft <i>Specification/Standard</i> that would result in infringement of such <i>Necessary Claim</i> .
<i>Implementer</i>	Any organization or individual, whether a <i>Member</i> or not, designing, manufacturing, distributing or using a product which implements 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> or <i>Non-member Participant</i> , the actual awareness of the <i>Participants</i> , <i>Non-member 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.

<b>Term</b>	<b>Definition</b>
<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 <i>Required Elements</i> 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.
<i>Non-member Participant</i>	Any Individual or representative of a non-member company or organization 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> . Such attendees are required to comply with all relevant VESA confidentiality and <i>IPR</i> requirements. See VESA Policy # 210E for full details.
<i>Owned</i>	With respect to any Necessary Claim(s), the word “Owned” includes any Necessary Claim(s) that are registered in the name of, or controlled by, the Member in question, provided that the Member in question is (i) entitled to sublicense such Necessary Claim(s), and (ii) would not incur an obligation to pay any royalty or other compensation to the true owner of such Necessary Claim(s) in connection with a sublicense. Related, capitalized terms (e.g., “Ownership” and “Owner”) are intended to have meanings consistent with this definition.
<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> .

<b>Term</b>	<b>Definition</b>
<i>Required Element</i>	Any functionality described in a <i>Specification/Standard</i> and designated as such in the <i>Specification/Standard</i> . A <i>Required Element</i> may, but is not required, to be included in a <i>Specification/Standard</i> in the form of <i>Software</i> as well as in traditional descriptive text.
<i>Software</i>	Any combination of text listing of commands to be interpreted or to be compiled, translated, or assembled into an executable computer program; text listings that describe data structures; text listing that specifies an Application Programming Interface (API) used to interact with some executable computer service (including access from an executable computer program, library, or remotely via a telecommunications interface); binary data files; executable, object, or other intermediate executable code files; and text listings that describe the behavior of modeled devices or objects (e.g., XML, YANG, etc.). Where <i>Software</i> is to be considered for inclusion in a <i>Specifications/Standards</i> , (i) a designation of any <i>Required Elements</i> implemented by such <i>Software</i> will be included in or with the <i>Software</i> , and (ii) descriptive text shall be included sufficient to enable understanding of the functionality of the <i>Software</i> enabled <i>Required Element</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 material (which may include <i>Software</i> ) with the intention that such material 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>Submissions</i> of <i>Software</i> shall be made subject to such rules and additional requirements as may from time to time be required under VESA's process documents.
<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 # 210E
<i>Technical Committee</i>	As defined by VESA Policy # 210E

<p><i>VESA Software License</i></p>	<p>Copyright &lt;year&gt; All Rights Reserved</p> <p>Redistributions of source code must retain the above copyright notice, this list of conditions and the following disclaimer.</p> <p>Redistributions in binary form must reproduce the above copyright notice, this list of conditions and the following disclaimer in the documentation and/or other materials provided with the distribution.</p> <p>Neither the name of the copyright holder nor the names of its contributors may be used to endorse or promote products derived from this software without specific prior written permission.</p> <p>THIS SOFTWARE IS PROVIDED BY THE COPYRIGHT HOLDERS AND CONTRIBUTORS "AS IS" AND ANY EXPRESS OR IMPLIED WARRANTIES, INCLUDING, BUT NOT LIMITED TO, THE IMPLIED WARRANTIES OF MERCHANTABILITY AND FITNESS FOR A PARTICULAR PURPOSE ARE DISCLAIMED. IN NO EVENT SHALL THE COPYRIGHT HOLDER OR CONTRIBUTORS BE LIABLE FOR ANY DIRECT, INDIRECT, INCIDENTAL, SPECIAL, EXEMPLARY, OR CONSEQUENTIAL DAMAGES (INCLUDING, BUT NOT LIMITED TO, PROCUREMENT OF SUBSTITUTE GOODS OR SERVICES; LOSS OF USE, DATA, OR PROFITS; OR BUSINESS INTERRUPTION) HOWEVER CAUSED AND ON ANY THEORY OF LIABILITY, WHETHER IN CONTRACT, STRICT LIABILITY, OR TORT (INCLUDING NEGLIGENCE OR OTHERWISE) ARISING IN ANY WAY OUT OF THE USE OF THIS SOFTWARE, EVEN IF ADVISED OF THE POSSIBILITY OF SUCH DAMAGE.</p> <p>The above license is used as a license under copyright only. Please reference VESA Policy #200D for patent licensing terms.</p>
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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.

**Policy # or Reference    Policy or Document Title**

Bylaws:    VESA Bylaws

210E:      Task Group Organization, Membership, Voting and Operating Procedures

235H:      Procedure for Generation of VESA Specifications/Standards and Non-Standard Documents

## 4. Documents 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 Claim(s)* 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). In the event that the *Submitter* wishes to charge a *RAND* royalty or other fee, its *Submission* must be accompanied by *Disclosure*.
- 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* and *Non-member Participants* may be required to make *Disclosure* 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* Owned by the *Submitter* that would be necessarily infringed by the implementation of the Required Elements of a *Specification/Standard*. With respect to copyrights, where a *Specification/Standard* incorporates Software, the included Software shall be *Submitted* to, and made available by VESA under, the *VESA Software License*, with respect to copyrights. 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 14)**. This is a high-level form which makes *Disclosure*, but leaves committing (except with respect to any included *Software*) to the actual license terms relating to *Necessary Claims* Owned by the *Submitter* 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, Participant* or *Non-member Participant* shall knowingly make a *Submission* that includes any *Necessary Claims* under a *Specification* without making *Disclosure* of such *Patent* claim(s). All *Submissions* including or comprising *Software* must include a completed *Submission of Technology Form*.

#### **4.2.3. Software**

*Software* may be included in a *Specification/Standard* in order to clarify normative behavior. Where a *Specification/Standard* describes *Required Elements* that are also represented by *Software*, there shall not be any requirement to use the *Software* in an implementation in order to comply with the *Specification/Standard*.

*Necessary Claims* that read on designated *Required Elements* for *Software* submitted to a *Task Group* shall be subject to the *Patent* licensing requirements of Sections 4, 5 and 6 to the extent such designated *Required Elements* are a part of the *Specification/Standard*. Such license requirements shall also extend, in the case of the *Submitter* of *Ancillary Software*, to all *Patent* claims that would be Necessarily Infringed by the use of any such *Ancillary Software* that becomes a part of the *Specification/Standard*. Notwithstanding the preceding sentence, no other express or implied licenses to any party's *Patent* rights are granted by this Section 4.2.3.

### **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 18)** 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 they are 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* are required to make *Disclosure* in connection with portions of a draft *Specification/Standard* not representing their own *Submissions* by submitting *IPR Response Forms* in the form of **Exhibit C (page 19)** if they are unwilling to grant a *RAND* license to all *Implementers*. *Members* and *Non-member Participants* that do not comply with this requirement will be deemed to have committed to offering *RAND* licenses, either



with or without *Reasonable* compensation and, for the avoidance of doubt, such *Member* and *Non-member Participants* need not submit an *IPR Response Form*. The times at which such forms are required to be submitted, and the *Members* required to submit them, are described in VESA Policy # 235H, 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 *Knowledge* of another company's *Necessary Claim(s)*, then the *Member* or the *Non-member Participant* is required to make *Disclosure* of 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*.

### **4.6. Irrevocability; Reciprocity; Defensive Suspension**

All commitments made under this policy shall be irrevocable, except that the Owner of a *Necessary Claim* may include a "reciprocity" or "defensive suspension" term in a license to its *Necessary Claims*. For purposes of this policy, (a) reciprocity shall mean that the licensor may require a licensee to provide a *RAND* license back with respect to any *Necessary Claim(s)* Owned by it under the same *Specification/Standard*, and (b) defensive suspension shall mean that the licensor may revoke a license granted to an *Implementer* if that *Implementer* asserts a *Necessary Claim* (other than under *RAND* license terms) against the licensor, or against any other *Implementer* of the same *Specification/Standard*.

## **4.7. Transfers of Necessary Claims**

(a) Each person or entity bound by this policy agrees that it will not transfer any *Patents* having *Necessary Claims* solely for the purpose of circumventing such member's obligations under this policy.

(b) All licensing commitments made under this policy shall be interpreted as encumbrances that bind all successors-in-interest. No person or entity bound by this policy shall transfer Ownership in any *Patent* having *Necessary Claims*, except to a successor that agrees in writing to (i) be bound by all commitments previously made under this policy with respect to such *Patent*, and (ii) include the obligations set forth in this Section 4.7 in any document of transfer relating to such *Patent* in the event that it later transfers the same. Notwithstanding the foregoing, all licensing commitments made under this Policy shall be interpreted as encumbrances that bind all successors-in-interest, regardless of whether such provisions are included in the relevant transfer documents in any given case.

## **5. License Process Description**

### **5.1. Availability and Ownership**

When a *Specification/Standard* has been adopted, the *Members* and *Non-member Participants* Owning *Necessary Claims* under such *Specification/Standard* shall on request grant *Implementers* a license to such *Necessary Claims* in connection with such *Specification/Standard* on *RAND* terms, either with or without a royalty or other consideration, except to the extent that they have timely made *Disclosure* of any withheld *Necessary Claim(s)*.

#### **5.1.1. Ownership Rights**

Subject to Section 8.1.3 with respect to *Software*, concurrently, 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), while 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**

An *Implementer* obtains access to a *Specification/Standard* by clicking on an *Implementer License* in the form of **Exhibit D (page 22)**. 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 Owned *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

(a) All draft *Standards/Specifications* subject to *Member* comment, and all published *Specifications/Standards*, shall include the following notice in the introduction:

“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*.”

(b) 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 also 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*.

## **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..]"

## **7.3. Notation when Software is Included:**

In addition to any other Notations required under this Section 7, any *Specification/Standard* that includes Software shall be marked as required by the *VESA Software License*.

# **8. Other IPR**

## **8.1. Copyrights**

### **8.1.1. Ownership**

Subject to Section 8.1.3 below with respect to Software, the copyright for all VESA draft and adopted *Specifications/Standards* shall belong to VESA.

### **8.1.2. Contributions of Copyrighted Materials**

Subject to Section 8.1.3 below with respect to Software, 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 draft and final *Specification/Standard* derivative works based on that original work, under VESA's own copyright, and to license such derivative works to *Members* and third parties.

### **8.1.3. Software**

(a) Each *Submitter* that makes a *Submission* of *Software* to a *Task Group* shall retain copyright ownership of such *Software*, while at the same time granting VESA and all other *Members* a non-exclusive, irrevocable, worldwide, perpetual royalty-free license under the *Submitter's* copyrights in such *Software* to redistribute and use in source and binary forms, with or without modification, for the sole purpose of developing the *Specification/Standard*.

(b) Prior to the final approval of a *Specification/Standard* containing *Software*, each *Submitter* who made a *Submission* of *Software* to that *Specification/Standard* shall have either:

- (i) transferred its copyright ownership in such *Software* to VESA; or

(ii) granted to VESA and any *Implementer* a *VESA Software License* to its copyright interest in such *Software*.

(c) Unless otherwise approved by the Board of Directors, all *Software* included in any *Specification/Standard* shall be licensed by VESA under the *VESA Software License*.

## **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](http://www.vesa.org) for contact information.*

## 12. Exhibit A: Submission of Technology Form

**NOTE:** A *Submission* must be accompanied by a completed Submission of Technology Form only if (i) it contains *Software*, or (ii) the *Submitter* asserts that any *Patent(s) Owned* or applied for by it contain *Necessary Claim(s)* that would be *Necessarily Infringed* by an implementation of the *Specification/Standard* listed below, and the *Submitter* wishes to reserve the right to charge a royalty or other fee with respect to one or more such *Necessary Claims*. 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 # 200D.***

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

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 # 200D 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:
  - (a) 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, except as otherwise set forth in Section 4.2.3 of VESA Policy #200D with respect to *Software*, 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); and

(b) If the *Submission* includes *Software*, in addition to any other rights granted by the *Submitter* under this *Policy*, the *Submitter* hereby grants VESA and all other *Members* a non-exclusive, irrevocable, worldwide, perpetual royalty-free license under the *Submitter's* copyrights in such *Software* to redistribute and use in source and binary forms, with or without modification, for the sole purpose of developing the *Specification/Standard*. Prior to the final approval of the *Specification/Standard* in connection with which this *Software* has been submitted, the *Submitter* hereby agrees that it shall be deemed to have either (check one):

\_\_\_\_\_ transferred its copyright ownership in such *Software* to VESA; or

\_\_\_\_\_ granted to VESA and any *Implementer* a *VESA Software License* to its copyright interest in such *Software*.

4. Identified on Exhibit A.1 are all *Patent(s)* Owned or applied for by the *Submitter* that contain *Necessary Claim(s)* that the *Submitter* asserts would be *Necessarily Infringed* by an implementation of the *Specification/Standard* listed above where the *Submitter* reserves the right to charge a royalty or other fee with respect to one or more such *Necessary Claims*. In each case, the *Submitter* identifies such *Necessary Claims* by serial, publication or *Patent* number (required) and, if the *Patent* has issued, the *Member* also identifies such *Necessary Claims* (requested).

5. Subject to Section 8.1.3 of VESA Policy #200D with respect to *Software*, 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 \_\_\_\_\_, 201\_.

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

By: \_\_\_\_\_  
[Signature of *Representative*]

Name: \_\_\_\_\_

**Exhibit Index:**

**A-1: *Submission***



**12.1. Exhibit A-1: Submission**

**12.1.1. SUBMITTER  
NECESSARY CLAIMS**

List here all *Necessary Claim(s)* Owned by you for which you reserve the right to charge a royalty or other compensation

<b>Jurisdiction and <i>Patent</i> Number</b>	<b><i>Necessary Claim</i></b>	<b>Affected Portion of <i>Specification/Standard</i></b>

**12.1.2. THIRD PARTY IPR**

List here all *Necessary Claim(s)* Owned by third parties, to the extent of your *Knowledge*.

<b>Jurisdiction and <i>Patent</i> Number</b>	<b><i>Necessary Claim</i></b>	<b>Affected Portion of <i>Specification/Standard</i></b>

### **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 # 200D 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 # 200D*

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

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) or (b), or do not return this Form, you will be deemed to have chosen either the first or second choice under (a) below:

(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 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.

Note: A Member may elect different options above with respect to different *Necessary Claims*, but its elections, taken together, must apply to all *Necessary Claims Owned* by it.

(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 \_\_\_\_\_, 201\_\_.

\_\_\_\_\_  
[Name of *Member*]

By: \_\_\_\_\_  
[Signature of *Representative*]

#### **14.1. Exhibit Index:**

##### **C-1: Reserved Intellectual Property**

### 14.1.1. Exhibit C-1: Reserved Intellectual Property

#### MEMBER NECESSARY CLAIMS

List here all *Necessary Claim(s)* Owned by you for which you are unwilling to provide a RAND license

<b>Jurisdiction and <i>Patent</i> Number</b>	<b><i>Necessary Claim</i></b>	<b>Affected Portion of <i>Specification/Standard</i></b>

#### 14.1.2. THIRD PARTY IPR

List here all *Necessary Claim(s)* Owned by third parties, to the extent of your *Knowledge*.

<b>Jurisdiction and <i>Patent</i> Number</b>	<b><i>Necessary Claim</i></b>	<b>Affected Portion of <i>Specification/Standard</i></b>

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

This License Agreement (Agreement) is a legal agreement between you and Video Electronics Standards Association (Licensor), which is the owner of the Specification/Standard (Specification) you will be downloading when you complete this Agreement. As used in this Agreement, "you" means the company, entity or individual that is acquiring a license under this Agreement.

By clicking on the "ACCEPT" button below, you are agreeing that you will be bound by and are becoming a party to this Agreement. If you are an entity, and an individual is entering into this Agreement on your behalf, then you will be bound by this Agreement when that individual clicks on the "ACCEPT" button. When they do so, it will also constitute a representation by the individual that s/he is authorized to bind you as a party to this Agreement. If you do not agree to all of the terms of this Agreement, click the "DO NOT ACCEPT" button at the end of this Agreement.

### 1. License Grant.

If the Specification includes only text, only Section (a) below applies. If the Specification also includes "Software," as defined in Licensor's Intellectual Property Rights (IPR) Policy (VESA Policy #200D), Section (b) applies to such Software. To the extent of any inconsistency between (a) and (b) below, the terms of (b) shall control:

(a) Licensor hereby grants you the right, without charge, on a perpetual, non-exclusive and worldwide basis, the right to utilize the Specification for the purpose of developing, making, having made, using, marketing, importing, offering to sell or license, and selling or licensing, and to otherwise distribute, products complying with the Specification, in all cases subject to the conditions set forth in this Agreement and any relevant patent and other intellectual property rights of third parties (which may include members of Licensor). This license grant does not include the right to sublicense, modify or create derivative works based upon the Specification. For the avoidance of doubt, products implementing this Specification are not deemed to be derivative works of the Specification.

(b) Copyright <year> All Rights Reserved

Redistributions of source code must retain the above copyright notice, this list of conditions and the following disclaimer.

Redistributions in binary form must reproduce the above copyright notice, this list of conditions and the following disclaimer in the documentation and/or other materials provided with the distribution.

Neither the name of the copyright holder nor the names of its contributors may be used to endorse or promote products derived from this software without specific prior written permission.

The above license is used as a license under copyright only. Please reference VESA Policy #200D for patent licensing terms.

### 2. NO WARRANTIES.

THIS SOFTWARE IS PROVIDED BY THE COPYRIGHT HOLDERS AND CONTRIBUTORS  
VESA Policy # 200D

"AS IS" AND ANY EXPRESS OR IMPLIED WARRANTIES, INCLUDING, BUT NOT LIMITED TO, THE IMPLIED WARRANTIES OF MERCHANTABILITY AND FITNESS FOR A PARTICULAR PURPOSE ARE DISCLAIMED. IN NO EVENT SHALL THE COPYRIGHT HOLDER OR CONTRIBUTORS BE LIABLE FOR ANY DIRECT, INDIRECT, INCIDENTAL, SPECIAL, EXEMPLARY, OR CONSEQUENTIAL DAMAGES (INCLUDING, BUT NOT LIMITED TO, PROCUREMENT OF SUBSTITUTE GOODS OR SERVICES; LOSS OF USE, DATA, OR PROFITS; OR BUSINESS INTERRUPTION) HOWEVER CAUSED AND ON ANY THEORY OF LIABILITY, WHETHER IN CONTRACT, STRICT LIABILITY, OR TORT (INCLUDING NEGLIGENCE OR OTHERWISE) ARISING IN ANY WAY OUT OF THE USE OF THIS SOFTWARE, EVEN IF ADVISED OF THE POSSIBILITY OF SUCH DAMAGE.

### 3. Third Party Rights

Without limiting the generality of Section 2 above, LICENSOR ASSUMES NO RESPONSIBILITY TO COMPILE, CONFIRM, UPDATE OR MAKE PUBLIC ANY THIRD PARTY ASSERTIONS OF PATENT OR OTHER INTELLECTUAL PROPERTY RIGHTS THAT MIGHT NOW OR IN THE FUTURE BE INFRINGED BY AN IMPLEMENTATION OF THE SPECIFICATION IN ITS CURRENT, OR IN ANY FUTURE FORM. IF ANY SUCH RIGHTS ARE DESCRIBED ON THE SPECIFICATION, LICENSOR TAKES NO POSITION AS TO THE VALIDITY OR INVALIDITY OF SUCH ASSERTIONS, OR THAT ALL SUCH ASSERTIONS THAT HAVE OR MAY BE MADE ARE SO LISTED.

### 4. Termination of License

In the event of a breach of this Agreement by you or any of your employees or members, Licensor shall give you written notice and an opportunity to cure. If the breach is not cured within thirty (30) days after written notice, or if the breach is of a nature that cannot be cured, then Licensor may immediately or thereafter terminate the licenses granted in this Agreement.

### 5. Miscellaneous

All notices required under this Agreement shall be in writing, and shall be deemed effective five days from deposit in the mails. Notices and correspondence to either party shall be sent to its address as it appears below. This Agreement shall be construed and interpreted under the internal laws of the United States and the State of California, without giving effect to its principles of conflict of law.

Video Electronics Standards Association  
1754 Technology Dr., Suite 238  
San Jose, CA 95110

### 6. Required Information.

You represent and warrant that the following information is complete and accurate:

\*Required Field

Name:\*

Entity on whose behalf  
you are accepting  
this Agreement:

Address:\*

Telephone Number:\*

Email address:\*



### **VESA Policy # 200**

Submitted by: Board of Directors, Executive Director and Attorney Revision

Date: 13 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: 2 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: 7 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: 16 March 2011 Details

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

### **VESA Policy # 200C Update**

Submitted by: Board of Directors, Executive Director and Attorney Revision

Revision Date: 24 January 2014 Major Changes

- Changes in Definitions
- Sections 4.6 and 4.7 added
- Detailed changes available on request from VESA Office

### **VESA Policy #200D Update**

Submitted by: Board of Directors, Executive Director and Attorney Revision

Revision Date: 24 January 2017

Major Changes

- Addition of *Software* definition

- Addition of new Section 7.3, requiring new legend regarding *Software*
- Addition of new Section 8.1.3 relating to inclusion of *Software* in *Specifications/Standards*
- Addition of Section II to Exhibit D relating to addition of *Software*
- Various conforming changes throughout policy (e.g., 4.1, 4.2, 4.1.2, 5.3, 8.1.1, 8.1.2, Exhibit A)