

Appendix F, Sample Patent Disclosure Letter

DATE

National Electrical Manufacturers Association
 Attention: Vice-President Operations
 1300 N. 17th Street, Suite 900
 Rosslyn, VA 22209

In accordance with NEMA *Standardization Policies and Procedures* (“SPP”) Section 9.9¹, the undersigned notifies NEMA that the undersigned or an **Affiliate** [does][does not]² own, control or have the ability to license one or more patents or published patent applications containing one or more **Essential Patent Claims** with respect to a NEMA Standard or proposed NEMA Standard, and the undersigned or its **Affiliate** will grant a license to practice and use such **Essential Patent Claims** to applicants desiring to utilize the license for the purpose of implementing the NEMA Standard or proposed NEMA Standard as our licensing position is described below.

The undersigned identifies the following NEMA Standard or proposed NEMA Standard with respect to which it or an **Affiliate** [does] [does not] own, control, or have the ability to license patents or published patent applications containing one or more **Essential Patent Claims**:

Title of (Proposed) NEMA Standard (including NEMA Identification Number): _____

Part or Section of this NEMA Standard that includes the use of an **Essential Patent Claim**:

Patent Reg'n/Application Number(s) containing an **Essential Patent Claim**: _____

Licensing Assurance:

With respect to patent claims that are **Essential Patent Claims** or which may become **Essential Patent Claims**, our licensing position is as follows (check the appropriate boxes below):

1. A license to such **Essential Patent Claims** will be granted without compensation to all applicants with reasonable terms and conditions that are demonstrably free of unfair discrimination.

† (Optional) A sample of such a license or material licensing terms similar to what would be offered is attached to this letter.

† (Optional) That such license is offered under a **condition of reciprocity**.

2. A license to such **Essential Patent Claims** will be granted to all applicants under reasonable terms and conditions that are demonstrably free of unfair discrimination.

¹ Terms highlighted in **bold** are defined in Section 9.9 of the NEMA SPP.

² If disclosing that you do not own, control, or have the ability to license **Essential Patent Claims**, no Licensing Assurance is required; however the Contact and Signature provisions of this letter apply.

† (Optional) These reasonable rates will not exceed _____ (e.g. a percent of product price or sales, a flat fee, per unit, other).

† (Optional) A sample of such a license or material licensing terms similar to what would be offered is attached to this letter.

† (Optional) That such license is offered under a **condition of reciprocity**.

3. We will not enforce any present or future **Essential Patent Claims** against any person or entity making, using, selling, offering to sell, importing, distributing, or implementing a compliant implementation of the NEMA Standard.

4. We are unwilling or unable to grant licenses according to the provisions of either 1. or 2. above or to agree that it will not enforce its **Essential Patent Claims** as described in 3. above. [Note: this option may only be selected if this Disclosure is received by NEMA prior to the distribution of a letter ballot for approval of a NEMA Standard proposed for adoption, revision or reaffirmation].

We further assure NEMA that the foregoing assurance will be brought to the attention of any future assignees or transferees of the **Essential Patent Claims**, that the assurance will be included in any documents transferring ownership of patents subject to the assurance together with provisions sufficient to ensure that the commitments in the assurance are binding on the transferee, and that the transferee will similarly include appropriate provisions in the event of future transfers with the goal of binding each successor-in-interest. and shall not be circumvented through the sale or transfer of patents. Our assurance will also indicate that it is intended to be binding on successors-in-interest regardless of whether such provisions are included in the relevant transfer documents.

Our licensing assurance is (check one box):

irrevocable;

subject to a reservation that it may be withdrawn when it is established that there are commercially and technically feasible non-infringing alternatives to creating a compliant implementation of the NEMA Standard.

Contact Information for entity that owns, controls or has the ability to license **Essential Patent Claims**:

Contact Name and Title: _____

Company Name: _____

Address:

Telephone: _____

Email:

SIGNATURE:

By signing this letter, I represent that I have the authority to bind the undersigned to the representations and commitments provided in this letter and acknowledge that the users and implementers of the [proposed] NEMA Standard identified above are relying upon or will rely upon those representations and commitments.

If it is later discovered that the undersigned (including any Affiliate) does own, control, or have the ability to license patents containing **Essential Patent Claims**, a license will be made available as prescribed in Section 9.9 of the SPP.

Date

Signature

Print Name and Title

Company (if applicable)