

## LICENSE ASSURANCE / DISCLOSURE FORM

### MEMBER/LICENSEE PROVIDING ASSURANCE / DISCLOSURE:

Organization / Company: \_\_\_\_\_

Authorized Representative:

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

Title: \_\_\_\_\_

### RETURN INFORMATION:

To be completed, signed and returned via mail, e-mail (.pdf), or facsimile to

Stan Moyer, Executive Director  
SD Card Association  
2400 Camino Ramon, Suite 375  
San Ramon, CA 94583  
Fax: (925) 275-6615  
e-mail: helpdesk@sdcard.org

***Note: Capitalized Terms used in this Form shall have the meanings set forth in the SD Card Association Intellectual Property Policy unless otherwise defined herein.***

### **PART I: TO BE COMPLETED BY THOSE MAKING A CONTRIBUTION AS DEFINED BY SECTION 5 OF THE IP POLICY**

- Member is providing Submitted Materials in conjunction with its Contribution and hereby grants the SDA a non-exclusive, perpetual, irrevocable, sub-licensable (through multiple tiers), royalty free, worldwide license to the SDA to use, reproduce, modify, prepare derivative works of, distribute, publicly display and/or perform the Submitted Material and/or any derivative thereof. Member (on behalf of itself and any employees, contractors, consultants or agents involved in the creation of such Submitted Material) hereby waives and agrees not to assert any and all moral rights, including, without limitation, any right to identification of authorship or limitation on subsequent modification in such Submitted Material. Member also represents and warrants that to its knowledge (a) no information in such Submitted Material is confidential (except as such material may be incorporated in the Specifications as set forth in Section 6 of this IP Policy) and that the SDA may freely disclose such information, (b) there are no limits to the Member's ability to make the grants, acknowledgements and agreements herein, and (c) the Member has not included in the materials any information which is defamatory, untrue or which is illegal under the laws of the jurisdiction in which the Member has its principal place of business..
- Member has patent claims which read on the Contribution and/or the practice thereof such that Member believes that if such Contribution were to become part of an Adopted Specification such claims may be Essential Patent Claims. [**Note: if checked Contributor should complete Part 2**]

**PART 2: TO BE COMPLETED BY THOSE MAKING A DISCLOSURE OF ESSENTIAL PATENT CLAIMS EITHER (A) AT THE TIME OF MAKING A CONTRIBUTION, (B) DURING THE NOTICE PERIOD AS DEFINED BY SECTION 5 OF THE IP POLICY; AND/OR (C) SUBSEQUENT TO THE NOTICE PERIOD WHEN A LICENSEE FIRST BECOMES AWARE OF SUCH ESSENTIAL PATENT CLAIMS**

### **A. PATENT HOLDER AND CONTACT FOR LICENSE DISCUSSIONS:**

Name of Patent Holder: \_\_\_\_\_

Contact Name & Department: \_\_\_\_\_

Address: \_\_\_\_\_

Telephone: \_\_\_\_\_ FAX: \_\_\_\_\_ E-mail: \_\_\_\_\_

### **B. IDENTIFICATION OF PROPOSED AND/OR ADOPTED SDA SPECIFICATION:**

Part and Version Number: \_\_\_\_\_

Title/Description of Specification: \_\_\_\_\_

### **C. PATENT HOLDER'S STATEMENT REGARDING LICENSING OF ESSENTIAL PATENT CLAIMS**

In accordance with Section 5 of the IP Policy, the Patent Holder hereby declares that its licensing position with respect to any patent claims, existing and pending, which are required to implement the Adopted Specifications, or the Proposed Specifications, if Adopted (**check one box only**):

- 1. The Patent Holder agrees to license its Essential Patent Claims in a non-discriminatory fashion for use in such implementation, on such terms as are attached hereto, to all Licensees of the Specification as adopted by the SDA.
- 2. The Patent Holder agrees to license its Essential Patent Claims in a non-discriminatory fashion for use in such implementation, upon reasonable terms and conditions as provided in Section 2 of the IP Policy, with or without charge, to all Licensees of the Specification as adopted by the SDA; or
- 3. The Patent Holder does not agree to license in connection with any or all of the implementations described in the Specification, in which case the SDA will not include such Patent Holder's proprietary technology in the Specifications.

**[Note: Pursuant to the IP Policy, Participants and those parties disclosing after the conclusion of the Notice Period must agree to license in a non-discriminatory fashion, and on reasonable terms, to all other Licensees, such Participant's/parties' Essential Patent Claims. ]**

**D. IDENTIFICATION OF ESSENTIAL PATENT CLAIMS**

Patent Holder hereby discloses the following Essential Patent Claims which the Patent Holder believes are required to implement the Specifications identified in Section B above: **[Note: nothing herein shall give rise to an obligation to conduct a patent search.]**

<b>Patent Information Required</b>			
<b>[Note: In the case of unpublished Essential Patent Claims: (i) if item C.2. is checked, merely indicate the existence of the application until publication, or (ii) if item C.3 is checked, identify the portions of the Proposed Specification on which the Essential Patent Claim reads. In either case, a follow up completed disclosure schedule is required upon publication.]</b>			
<b>No.</b>	<b>Application and or Registration Number/ Country/Filing and or Issuance Date</b>	<b>Title/ Inventor</b>	<b>Status</b> [issued/ published pending/ unpublished pending]
1.			
2.			
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8.			
9.			

IN WITNESS HEREOF, executed by the party's authorized representative as of the date set forth below and irrevocable upon acceptance by the SDA Board.

Signature: \_\_\_\_\_

Date: \_\_\_\_\_

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

Organization/Company: \_\_\_\_\_

Title/Position: \_\_\_\_\_