Recognizing the relevance of patented technology to the development and use of Compliance Specifications, Test Kits, or other products and services (hereinafter called Specifications) for ASCI Interest Areas (hereinafter called Institutes), the following rules with respect to disclosure, enforcement, and licensing of patents have been adopted. These rules are intended to supplement the Automation Standards Compliance Institute Intellectual Property Rights (IPR) Policy published in the ASCI Membership Agreement. Any person or entity involved in the compliance specification development process (hereinafter called Process) as a member, participant, or contributor, voting or non-voting, of an Institute, Institute Working Group, Institute Task Group, Institute Study Group, or any other sub-group formed within an ASCI Institute, is bound by these rules and is deemed to have agreed and acquiesced to these rules by virtue of such participation.

1. **Disclosure by individual participants.** Each individual participating in the Process shall disclose to the Institute any patents or published applications held by the individual or any firm the participant represents, of which the participant is aware and which, to the best of the participant’s knowledge, has a likelihood of being infringed by an Institute’s Specifications or by compliance with an Institute’s Specifications.

2. **Disclosure by participating firms.** Companies, organizations, agencies, and other firms participating in the process through their representatives shall disclose to the Institute any patents or published applications held by them and which they know or have reason to believe has a likelihood of being infringed by an Institute’s Specifications or by compliance with an Institute’s Specifications.

3. **Timing of disclosure.** Disclosure shall be made promptly upon the individual or firm becoming aware of a patent or published patent application required to be disclosed as provided above.

4. **Letter of assurance.** For any patent or patent application disclosed, ASCI shall request a Letter of Assurance in which the holder agrees either: (a) not to enforce its patent with respect to compliance with the specification, or (b) to grant a license to an unrestricted number of applicants on a worldwide, non-discriminatory basis, with NO royalties and fair and reasonable terms and conditions, or (c) to grant a license to an unrestricted number of applicants on a worldwide, non-discriminatory basis, with royalties on fair and reasonable terms and conditions.

5. **Default provision.** With respect to any patent or patent application owned or controlled by an individual participant or firm that may be infringed by an Institute’s Specifications or by compliance with a Specifications that is not disclosed, such person or participant shall either (a) not enforce its patent with respect to compliance with an Institute’s specification, or (b) grant a license to an unrestricted number of applicants on a worldwide, non-discriminatory basis, with NO royalties and fair and reasonable terms and conditions.

6. **Good faith.** Every participant in the Process, individuals and firms, shall at all times act in good faith and in an open and honest manner.
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A. PATENT HOLDER/ORGANIZATION:
Legal Name of Person or Entity (the "Patent Holder"): __________________________________________

B. PATENT HOLDER'S CONTACT FOR PATENT LICENSING:
Name & Department: ____________________________________________________________
Address: ______________________________________________________________________
Telephone: ________________ Fax: _________________ E-mail: _______________________

C. PROPOSED INSTITUTE SPECIFICATION:
Number: _____________________________________
Title:  ________________________________________

D. PATENT HOLDER'S POSITION ON ENFORCEMENT OR LICENSING PATENT RIGHTS:
Those patent(s) and/or pending applications owned or controlled by the Patent Holder that would be, or that Patent Holder believes may be, infringed by compliance with the proposed Institute’s Conformance Specifications, are as follows:

Patent Number(s): _________________________________________________
Title(s): ___________________________________________________________

The Patent Holder states that its position with respect to enforcement or licensing such patent(s) is as follows (check one box only):

1. The Patent Holder will not enforce its patent so as not to impede compliance with the proposed ASCI Institute Conformance Specification.

2. The Patent Holder will grant a license to an unrestricted number of applicants on a worldwide, non-discriminatory basis and on fair and reasonable terms and conditions, with NO royalties, to allow compliance with the proposed ASCI Institute Compliance Specification.

3. The Patent Holder will either donate the license to ASCI or grant a license to an unrestricted number of applicants on a worldwide, non-discriminatory basis and on fair and reasonable terms and conditions, with compensation to be negotiated, to allow compliance with the proposed ASCI Institute Compliance Specification.

E. SIGNATURE:
The person signing below certifies that he/she is duly authorized to execute this Letter of Assurance on behalf of the Patent Holder:

Print name of authorized person: _______________________________
Title of authorized person: ____________________________________
Signature of authorized person: _______________________________
Date: ___________________________

Note: This assurance applies from the date of the Institute’s Specification draft to the date of the Institute’s Specification withdrawal and is irrevocable during that period.