

# ADVANCED MEDIA WORKFLOW ASSOCIATION

## EBU-AMWA FIMS Task Force Working Group Participation Agreement Version 2.0

This agreement ("Agreement") is entered into by Advanced Media Workflow Association, Inc. ("AMWA") and the entity named on the signature page ("Participant") as of the date it is accepted by AMWA. This Agreement grants participation rights only with respect to the EBU-AMWA FIMS (Framework for Interoperable Media Service) Task Force Working Group ("Working Group"), a joint project of AMWA and European Broadcasting Union ("EBU"). Participation in the Working Group is open to members of AMWA and EBU, and such non-members as may from time to time be agreed upon by AMWA and EBU. Any capitalized terms that are not defined in this Agreement shall have the same meanings as are given to them in the IPR Policy.

**Background:** AMWA maintains an intellectual property rights policy (as from time to time amended, "IPR Policy") with the stated goal of minimizing the possibility of inadvertent infringement of intellectual property rights ("IPR") by Members and third parties using or implementing any AMWA Specifications or other work product. AMWA and EBU have agreed that the Working Group shall operate under the terms of the IPR Policy, a copy of which is attached to this Agreement. The Participant desires to participate in one or more AMWA Working Groups, and in consideration of AMWA's granting permission to do so, the Participant agrees to the terms and conditions set forth below.

In consideration of the mutual benefits anticipated by the parties from Participant's participation in the Working Group, the parties agree as follows:

### 1. Applicability

If the undersigned is (initial the appropriate option):

\_\_\_\_\_ **a member of AMWA**, then the undersigned agrees that it shall be bound by all of its obligations under the IPR Policy as if the Working Group was a member-only activity of the AMWA;

\_\_\_\_\_ **a member of EBU**, then the undersigned agrees to be bound by the IPR Policy as if it were a member of the AMWA, to the extent of its participation in the Working Group;

\_\_\_\_\_ **a non-member of either AMWA or EBU that is permitted to participate in the Working Group**, then the undersigned agrees to be bound by the IPR Policy as if it were a member of AMWA, to the extent of its participation in the Working Group;

\_\_\_\_\_ *a non-member of either AMWA or EBU that (i) submits any material of any kind with the intention that it be considered for inclusion in any deliverable of the Working Group, but (ii) does not participate otherwise in the Working Group*; then the undersigned agrees to be bound by all of the terms of the IPR Policy as if such material was a "Contribution," as defined in the IPR Policy.

## **2. Knowledge**

By signing this Agreement, the undersigned represents that it:

(a) understands that the IPR Policy includes, among other terms, obligations relating to the disclosure and licensing of its Necessary Claims, and confidentiality;

(b) has read the IPR Policy as attached to this Agreement, and understands the obligations that it is agreeing to under this Agreement;

(c) acknowledges that the IPR policy applies equally towards AMWA and EBU Members, and among these Members;

(d) understands that any deliverable of the Working Group will be considered to be a Specification under the IPR Policy, and that any such Specification shall be subject to the terms of the Memorandum of Understanding between AMWA and the EBU.

## **3. No Other Rights**

No other rights, except those expressly stated in this Agreement or the IPR Policy, shall be deemed granted, waived, or received by either party by implication, estoppel, or otherwise by reason of the Participant's execution of this Agreement.

## **4. Term and Termination**

Notwithstanding the terms of the IPR Policy, the term of this Agreement shall be for the life of the Working Group, subject to earlier termination by (a) either the Participant or AMWA at any time upon ten days written notice, or (b) immediately by AMWA, in the event of a breach of this Agreement by the Participant.

## **5. General**

This Agreement: has been executed by an authorized representative of the Participant; shall be subject to the laws of Switzerland; and may only be amended in a writing signed by both parties. Any notice permitted or required under this Agreement shall be given by email to the address of the

appropriate party identified on this signature page, or to such subsequent address later supplied in the same manner.

This Agreement shall take effect as of the date of its signature by AMWA.

PARTICIPANT

ADVANCED MEDIA WORKFLOW  
ASSOCIATION, INC.

\_\_\_\_\_

By: \_\_\_\_\_

By: \_\_\_\_\_

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

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

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

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

Email (for notice purposes):

Email (for notice purposes):

\_\_\_\_\_

\_\_\_\_\_

Complete and send *this three-page* Participation Agreement (do NOT include the AMWA IPR Policy document) to:

Mary C. Schneider  
AMWA Operations Manager  
7030 Paghams Drive  
Madison, WI 53719 USA  
Telephone: 1-608-206-7758  
[Mary.Schneider@amwa.tv](mailto:Mary.Schneider@amwa.tv)

# **ADVANCED MEDIA WORKFLOW ASSOCIATION INTELLECTUAL PROPERTY RIGHTS POLICY**

As approved on 2013-12-12, effective 2014-01-01

## **Introduction**

**The following is a policy regarding intellectual property, covering the subject matters of AMWA Specifications and Other Work Products. The concepts of the policy are simple and straight-forward.**

**AMWA Specifications are non-binding; their objective is to ensure compatibility of technologies and systems on a worldwide basis. To meet this objective, which is in the common interests of all those participating, it must be ensured that Specifications, their applications, use, etc. are accessible to everyone.**

**It follows, therefore, that intellectual property embodied fully or partially in a Specification must be accessible to those who wish to implement the Specification without un-due constraints. At the same time, the rights of IPR owners must be respected. This, in general, is the sole objective of the IPR Policy. Where the owners of IPR require that a license be obtained before its included IPR is used, the detailed arrangements (licensing, royalties, etc.) are left to the parties concerned.**

**This IPR Policy may be briefly summarized as follows; however, the detailed sections that follow contain the authoritative text:**

- The AMWA is not in a position to give authoritative or comprehensive information about evidence, validity or scope of IPR rights, but it is desirable that the fullest available information be disclosed. Therefore, any party participating in the work of the AMWA should, from the outset, draw the attention of the Executive Director of the AMWA (directly or indirectly through a Working Group chairman) to any known IPR or to any known pending IPR application, either their own or of other organizations, which might be incorporated into a Draft Specification, although AMWA is unable to verify the validity of any such information.**
- AMWA Working Groups may operate under one of two IPR modes – RAND or RAND-Z. RAND stands for Reasonable and Non-Discriminatory, and the 'Z' stands for zero, indicating that licenses are free.**
- If a Specification is developed and such information as referred to above has been disclosed, three different situations may arise (the**

terms below are authoritatively defined in the body of the IPR Policy itself):

**1. RAND-Z Only.** The IPR holder is willing to negotiate licenses without charge with other parties on a non-discriminatory basis on reasonable terms and conditions. Such negotiations are left to the parties concerned and are performed outside the AMWA.

**2. RAND.** The IPR holder is willing to negotiate licenses with other parties on a non-discriminatory basis on reasonable terms and conditions. Such negotiations are left to the parties concerned and are performed outside the AMWA. (RAND declarations are not allowed in RAND-Z Only Mode Working Groups.)

**3. No License.** The owner of a valid and necessary patent claim is not willing to license under RAND or RAND-Z terms; in such case, the Specification will not include provisions depending on the patent.

- Whatever case applies, the IPR holder has to provide a written statement to be filed at the AMWA, using the appropriate form. This statement must not include additional provisions, conditions, or any other exclusion clauses in excess of what is provided for each case in the corresponding boxes of the form.

Participants are classified as "Participating" if they are in a position to influence the content of a Specification. Specifically, the term applies to Members registered in a Working Group and to other Members that choose to comment on a Draft Specification prior to its final approval. This policy includes the notion of a "free look" period. For the first sixty days from the launch date of a Working Group, members may attend Working Group meetings without becoming a Participant. This allows Members to become acquainted with the activities of the Working Group prior to assuming the responsibilities of a Participant under this policy. Members who join a Working Group after the close of this "free look" period may not take advantage of this benefit and will become Participants upon joining the Working Group.

- Members who are Participating in RAND Working Groups will be asked during an IPR Review Period to disclose any information they may have about IPR contained in a Draft Specification. If a Participating Member fails to make a declaration, a default declaration of RAND-Z licensing will be deemed to have been made, and will be binding on the Member.

- Members who are enrolled in RAND-Z Working Groups are permitted to give notice of Necessary Claims they are unwilling to make available on RAND-Z licensing terms up until the Draft

Specification is posted for IPR Review. Once the Draft Specification is posted for IPR Review, a default declaration of RAND-Z licensing will be deemed to have been made, and will be binding on the Member. Members who are enrolled in a RAND-Z Working Group are not asked to make an IPR election during the IPR Review Period because they are under an ongoing obligation to disclose Necessary Claims throughout the document development process. This ongoing obligation exists to discourage game playing where an Owner only reveals Necessary Claims at the last possible moment, making it difficult or impossible for the Working Group to remove them from the Draft Specification.

- At the start of the IPR Review Period, Draft Specifications will be circulated to all Members of the AMWA, not just those who are members of the Working Group. Members who are not enrolled in a Working Group are not bound to a licensing commitment if they remain silent during the IPR Review Period. However, if they submit any comments related to a Draft Specification or Other Work Product, then they will be deemed to be Participating, and they will be bound by a RAND-Z licensing commitment if they do not make an election in accordance with this IPR Policy.

- Working Group members in either mode that elect to withhold Necessary Claims may do so, but they must resign their membership in the AMWA without refund. This is because it is assumed that the Member is aware of the AMWA IPR policy generally, and that, if they are in the Working Group, they are Participating in accordance with the licensing mode of the Working Group, and that they are paying attention to drafts as they are posted, and making comments and declarations as required.

- It may be helpful to understand the organization of this IPR Policy. At a high level, this IPR Policy applies to two kinds of intellectual property – Patents and Copyrights. The policy also makes a distinction between a Member who makes a written contribution to a Draft Specification, a Member who is Participant in a Working Group, and a Member who is not participating in a Working Group.

## 1. IPR Generally

### 1.1 Purpose

The Advanced Media Workflow Association ("AMWA") has adopted this Intellectual Property Rights Policy (the "IPR Policy") in order to minimize the possibility of inadvertent infringement of the IPR of Members and third parties using or implementing any AMWA Specifications or Other Work Product.

This IPR Policy encourages the early disclosure and identification of IPR that may relate to AMWA Specifications under development. In doing so, greater efficiency in standards development is possible and potential IPR issues can be avoided.

### 1.2 Applicability

All Members, Participants, and Representatives, and any invited third parties Participating in Working Groups are subject to this IPR Policy.

### 1.3 Working Group Mode

Working Groups may operate in RAND Mode or RAND-Z Only mode, as specified in the Approved Project Proposal.

## 2. Definitions

<b><u>Term</u></b>	<b><u>Definition</u></b>
Approved Project Proposal	A document specifying the business and technical purpose, scope and licensing mode (RAND Mode or RAND-Z Only Mode) of a Working Group that has been approved by the AMWA.
AMWA Specification	A Draft Specification that has been formally adopted by the AMWA. Unless the context otherwise requires, any reference to the adoption of an AMWA Specification shall also be deemed to apply to the adoption of an amendment to an AMWA Specification as well.
Contribution	An affirmative and knowing electronic or written contribution of material with the intention that such material be considered for inclusion in an AMWA Specification or Other Work Product.
Contributor	Both a Participant as well as any Representative(s) of a Participant, and any other person or entity making a Contribution.

Draft Specification	A technical Specification or other material that is produced by a Working Group that could, if used or implemented as intended, infringe a claim(s) under an issued patent or a patent application anywhere in the world.
Implementer	Anyone desiring to use or implement an AMWA Specification, whether affiliated with the AMWA or otherwise.
IPR	An abbreviation of "Intellectual Property Rights." As used in this IPR Policy, IPR means claims in patents and patent applications, copyrights, trademarks and trade secrets.
IPR Review Period	A period of time during which certain Members Participating in development of an AMWA Draft Specification must declare any Necessary Claims as described in this IPR Policy.
Member	An AMWA member of any class, as defined in the AMWA By-laws.
Necessarily Infringed	Unavoidable infringement by an implementation of a Required Element of an AMWA Specification, there being no technically and economically reasonable alternative way to implement that element without resulting in such infringement.
Necessary Claims	Those claims under patents and/or patent applications (but not design patents or design registrations) anywhere in the world that would be Necessarily Infringed by the implementation of the Required Elements of an AMWA Specification.
Other Work Product	Any Working Group deliverable that is not a Draft Specification or AMWA Specification (e.g. Implementation guidelines and white papers where there is no need to go through an IPR Review Period). Unless the context otherwise requires, any reference to the adoption of Other Work Product shall also be deemed to apply to the adoption of an amendment to that Other Work Product as well. For the avoidance of doubt, Section 3 of this IPR Policy does not apply to Other Work Product.
Owned	With respect to any Necessary Claim(s), the word "Owned" includes any Necessary Claim(s) that are (a) owned by a Participant, and (b) controlled but not Owned by a Participant, provided that the Participant 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.
Participant	With respect to a given Working Group, any Member or non-Member Participating in a Working Group.
Participating	The following activities, as recorded by AMWA, shall



	constitute Participation in a Working Group: (a) a Member enrolling as of the date of the launch of the Working Group that does not withdraw within sixty days of the launch date, (b) a Member later enrolling in the Working Group, (c) any non-Member attending a Working Group, and (d) submission by a Member or non-Member of comments on a Draft Specification prior to its becoming an AMWA Specification
Posting Date	The starting date upon which a Draft Specification is posted at the beginning of the IPR Review Period, and electronic notification of such posting has been sent to each Participant
Patent Call	An announcement made at each in-person or telephonic meeting, in the form of <b><u>Appendix D</u></b>
RAND License	An agreement to license Necessary Claim(s) to any Implementer, on a perpetual (except as provided below), non-exclusive and worldwide basis, with such license permitting the licensee to make, have made, use, reproduce, market, import, offer to sell and sell, and to otherwise distribute products that implement such Necessary Claim(s) upon terms that are reasonable and nondiscriminatory, which may include a reasonable royalty or other fee; provided, that such license may be withdrawn with respect to any Implementer that asserts a Necessary Claim against any other Implementer of the same AMWA Specification to which the RAND License applies.
RAND-Z License	Either (a) an agreement to license Necessary Claim(s) to any Implementer, on a perpetual (except as provided below), non-exclusive and worldwide basis, with such license permitting the licensee to make, have made, use, reproduce, market, import, offer to sell and sell, and to otherwise distribute products that implement such Necessary Claim(s) without charge and upon non-economic terms that are reasonable and nondiscriminatory, or (b) a binding, perpetual (except as provided below), commitment not to assert Necessary Claim(s) against any Implementer of the AMWA Specification to which such commitment relates; provided, that in either case, the foregoing commitment may be withdrawn with respect to any Implementer that asserts a Necessary Claim against any other Implementer of the same AMWA Specification to which the RAND-Z License applies.
RAND Mode	A Working Group operating mode under which Participants may offer a RAND License or RAND-Z License or withhold granting a license at all.

RAND-Z Only Mode	A Working Group operating mode under which Participants may only offer a RAND-Z License or withhold granting a license at all.
Representative	Any individual that acts on behalf of a Member in connection with a Working Group, or in the completion of any form or notice to be delivered to the AMWA pursuant to this IPR Policy or the Working Group.
Required Element	Any element of a Draft Specification or AMWA Specification that has not been identified as "Optional." For the avoidance of doubt, when a Draft Specification or AMWA Specification requires an Implementer to implement one of two or more alternative elements, then all such elements shall be deemed to be "Required Elements."
Withdrawal Notice	A notice of withdrawal from a Working Group in the form of <b>Appendix C</b> to this IPR Policy delivered to the Working Group Administrator of such Working Group in such manner and at such address as the Working Group Policy from time to time specify.
Working Group	A group, formed under an Approved Project Proposal, that is intended to produce an AMWA Specification or Other Work Product

### 3. Patents

#### 3.1 Obligations of Contributors under Both Modes

(a) Any Contributor making a Contribution to a RAND Mode Working Group or to RAND-Z Only Mode Working Group shall be deemed, by taking such action, to have irrevocably agreed that if the Draft Specification in connection with which the Contribution is made is finally approved by the AMWA, that:

(i) the Contributor will provide either a RAND License or a RAND-Z License to all Implementers to all patent claims Owned by it and included in the Contribution that become Necessary Claim(s), if the Working Group is a RAND Mode Working Group; or

(ii) the Contributor will provide a RAND-Z License to all Implementers to all patent claims Owned by it and included in the Contribution that become Necessary Claim(s), if the Working Group is a RAND-Z Only Mode Working Group.

For the avoidance of doubt, in the event that the Draft Specification in connection with which the Contribution is made is not incorporated into an AMWA Specification, then the obligations in this Section 3.1(a) no longer apply.

(b) Every Contribution shall be accompanied by a completed, signed declaration in the form of **Appendix A** to this IPR Policy.

### **3.2 Obligations of Participants**

Any Member Participating in a Working Group should, from the outset, draw the attention of the AMWA to any known IPR contained in any Draft Specification or Contribution.

In this context, the words "from the outset" mean that such information should be disclosed as early as possible during the development of the Specification. Moreover, the information shall be provided in good faith and on a best-effort basis, based upon the personal knowledge of the Member's Representative.

#### **3.2.1 Under RAND-Z Only Mode**

Subject to the right of withdrawal set forth in Section 3.4 below, by Participating in a RAND-Z Only Working Group, a Member agrees that if the Draft Specification being developed is approved by AMWA, the Member will provide a RAND-Z License to all Necessary Claim(s) Owned by such Member included in the final AMWA Specification.

An IPR Review Period shall be held for each RAND-Z Only Draft Specification. Members enrolled in the Working Group are ineligible to participate in this IPR Review. All elections by Members during the IPR Review Period must be made pursuant to a completed, signed declaration in the form of **Appendix B** to this IPR Policy.

#### **3.2.2 Under RAND Mode**

Every Participant shall, during the IPR Review Period:

- (a) RAND-Z License. Agree that if the Draft Specification is approved by AMWA, the Member will provide a RAND-Z License to all Necessary Claim(s) Owned by such Member included in such AMWA Specification; or
- (b) RAND License. Agree that if the Draft Specification is approved by AMWA, the Member will provide a RAND License to all Necessary Claim(s) Owned by such Participant that are included in such Draft Specification in its then-current form, and identify such Necessary Claim(s) and the portion(s) of the Draft Specification that would result in such infringement; or

- (c) License Withheld. Identify those Necessary Claim(s) owned by it under the Draft Specification in its then-current form, and the portion(s) of the Draft Specification that would result in such infringement, and indicate that no guarantee of RAND-Z or RAND License rights is being made (or that such rights will in fact be denied in some or all cases) as to such Necessary Claim(s).

Instead of selecting a single option above with respect to all of its Necessary Claims, a Member may choose different commitments for individual claims. However, its aggregate commitment must together apply to all of its Necessary Claims.

Participants who elect not to respond will be deemed to have elected option (a) in this section 3.2.2 with respect to all of their Necessary Claims under the AMWA Specification.

All elections by Participants must be made pursuant to a completed, signed declaration in the form of **Appendix B** to this IPR Policy.

### **3.2.3 Rules Applicable to Both Modes**

- (a) A Contributor may reconfirm, but may not withdraw, its commitment under Section 3.1(a) with respect to any Necessary Claim(s) that arise from the inclusion of its Contribution(s) in the Draft Specification.
- (b) In the case of Necessary Claims under non-public patent applications, the disclosure of such claims need not be in such detail as would disclose any trade secrets.
- (c) If a Member elects to withhold a license under either Mode as to any of its Necessary Claims, it will be deemed to have simultaneously resigned as a Member, without refund of any fees for the then current membership year.

### **3.2.4 Irrevocability and Binding Nature of Commitments**

All commitments made under this Policy shall be irrevocable, except that the owner of a Necessary Claim may include a "reciprocity" term in its License. For purposes of this Policy, reciprocity shall mean that a Licensor may revoke a License granted to an Implementer if that Implementer asserts a Necessary Claim (other than under License terms compatible with the mode of the Working Group that developed the AMWA Specification) against the Licensor, or against any other person or entity, in connection with the implementation of the same Specification.

### **3.2.5 Transfer of Necessary Claims**

(a) Each Member and Participant agrees that it will not transfer, and has not transferred, patents or patent applications having Necessary Claims solely for the purpose of circumventing such Member or Participant's obligations under this IPR Policy.

(b) No party bound by this Policy shall transfer any patent or patent application having Necessary Claims, except to a successor that agrees in writing to (i) be bound by all commitments previously made by the direct or indirect transferor(s) under this Policy with respect to such patent or patent application, and (ii) include the obligations set forth in this section 3.2 in any document of transfer relating to such patent or application in the event that it later transfers the same.

### **3.3 Role of AMWA Regarding IPR**

#### **3.3.1 No Evaluation of Patent Relevance or Essentiality**

The AMWA shall not be involved in evaluating patent relevance or essentiality with regards to any AMWA Specification or Draft Specification, participate in licensing negotiations, or engage in settling disputes on IPR, which shall be left to the parties concerned.

#### **3.3.2 No Evaluation of Patent Relevance by Working Group**

As long as the AMWA has received no indication of an Owner's unwillingness to License any Necessary Claim(s) that may be part of a draft Specification, the Specification may be approved using the appropriate rules of the AMWA. In the event that notice of such unwillingness is received, AMWA shall consider appropriate action. (Note that Members may or may not agree with assertions of Necessary Claims made by another party. In this case, AMWA shall not render any opinion on this matter.) It is expected that discussions in Working Groups will include consideration of including material that may contain Necessary Claims. However the Working Group shall not take positions regarding the essentiality, scope, validity or specific licensing terms of any Owned Necessary Claims.

#### **3.3.3 Prompt Notification of Working Groups**

If the AMWA is notified of an Owner's unwillingness to License any Necessary Claim(s) that may be part of a Draft Specification, the AMWA will promptly notify the Working Group(s) responsible for the affected Draft Specification so that appropriate action can be taken. Such action may include, but is not limited to, a review of the Draft Specification in order to remove the potential conflict or to further examine and clarify the technical considerations causing the conflict.

### **3.4 Withdrawals That Avoid Certain Licensing Obligations**

(a) A Member may voluntarily withdraw from a RAND-Z Only Mode Working Group prior to the Posting Date of the Draft Specification in question, in which case the Member shall be relieved of its obligation to provide a RAND-Z License with respect to any patent claims that (i) it identifies in the Withdrawal Notice it submits, together with the relevant portions of the Draft Specification in its then current form under which such patent claims would become Necessary Claims, and/or (ii) that may become Necessary Claims by reason of changes made to the Draft Specification in question after it withdraws from the Working Group. For the avoidance of doubt, such Member's obligations to provide a RAND-Z License under Section 3.1 shall continue with respect to patent claims Owned by it in its Contributions, if any, and with respect to any patent claims Owned by it that would be Necessary Claims under the current form of the Draft Specification at the time of its withdrawal that were not listed in its Withdrawal Notice.

(b) If a Member is required to withdraw from AMWA as a result of withholding a RAND or RAND-Z License during the IPR Review Period of a RAND Mode Working Group with respect to one or more Necessary Claims Owned by it, then such Member shall have no obligation to provide a license with respect to any patent claims it identified in the relevant declaration form submitted by such Member, together with the relevant portions of the Draft Specification in its then current form, but its obligations to provide a RAND or RAND-Z License will remain in force with respect to all other Necessary Claims Owned by it under the AMWA Specification in question.

### **3.5 Non-disclosed IPR**

(a) In the event that:

- i. a Member asserts a Necessary Claim(s) against an Implementer of the AMWA Specification(s) in question; and
- ii. that Member was required to disclose its Necessary Claims under Section 3 in order to preserve its right not to License such Necessary Claim(s); and
- iii. it can be shown that such Member, or its Representative, knowingly and willfully withheld disclosure of such Necessary Claim(s) at the time that such disclosure was required;

then the Member in question shall be deemed to have elected to provide a RAND-Z License with respect to such undisclosed Necessary Claims under the

AMWA Specification in question, all of its existing licensing obligations under this IPR Policy with respect to other Necessary Claims Owned by it shall remain in force, and such Member will also be deemed to have simultaneously resigned as a Member, without refund of any fees for the then current membership year. In the event that such Member shall later bring an infringement action against any Implementer with respect to such a Necessary Claim(s), AMWA shall have no obligation to intervene, but such Implementer shall be entitled to claim protection, and assert a complete defense against such action, under this Section 3.5 as a third party beneficiary of the commitments made by Members under this IPR Policy.

### **3.6 Patent Calls**

At the beginning of every in-person meeting and teleconference that occurs as a part of the technical process, and at any other appropriate time in the course of electronic collaboration as may be provided for under the policies of the AMWA, a Patent Call shall be made. The text to be employed in making Patent Calls is set forth in **Appendix D** to this IPR Policy.

### **3.7 Ownership of Collaborative Work Product**

As regards any portion of a Draft Specification that is collaboratively created in a Working Group (i.e., a portion that was not a formal Contribution), the following rules shall apply:

(a) Each Participant agrees that if: (i) the Draft Specification of that Working Group is finally approved by the AMWA, (ii) any Representative of such a Participant in such Working Group is named as an inventor in any patent anywhere in the world, where such patent contains a Necessary Claim(s) under such finally adopted AMWA Specification and that claim was discovered as a result of such collaboration; then neither such Participant, nor its Representative, shall assert such Necessary Claim(s) anywhere in the world against any Implementer with respect to its implementing of such AMWA Specification, or any user of a product implementing such AMWA Specification.

(b) In the event that any such Representative or Participant shall breach the foregoing obligation, the AMWA shall have no obligation to intervene, but such Implementer or user shall be entitled to claim protection, and assert a complete defense against such action, under this Section 3.7 as a third party beneficiary of the commitments made by Members under this IPR Policy.

### **3.8 Document Notations**

#### **3.8.1 Notation when no Necessary Claims have been Identified**

All Draft Specifications that are subject to general Member comment and all AMWA Specifications shall include the following introductory language:

"Recipients of this document are requested to submit, with their comments, notification of any relevant patent claims or other intellectual property rights of which they may be aware that might be infringed by any implementation of the AMWA Specification set forth in this document, and to provide supporting documentation."

All AMWA Specifications shall additionally include the following introductory language:

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



### **3.8.2 Notation when Necessary Claims or other IPR are Identified**

(a) When Necessary Claims have been identified for Draft Specifications, or thereafter with respect to already published AMWA Specifications, where the Owner of such Necessary Claim(s) is willing to provide a license agreement relating to such Necessary Claim(s), such Draft Specification or AMWA Specification shall include a notice substantially as follows in the introductory language:

"AMWA draws attention to the fact that it is claimed that compliance with this Specification may involve the use of a patent ("IPR") concerning [section of Specification]. AMWA takes no position concerning the evidence, validity or scope of this IPR.

"The holder of this IPR has assured AMWA that it is willing to license all IPR it owns and any third party IPR it has the right to sublicense which might be infringed by any implementation of this Specification to AMWA and those licensees (members and non-members alike) desiring to implement this Specification. Information may be obtained from:

[Name of Holder of Right]

[Address]

"Attention is also drawn to the possibility that some of the elements of this Specification may be the subject of IPR other than those identified above. AMWA shall not be responsible for identifying any or all such IPR.

"THIS SPECIFICATION IS BEING OFFERED WITHOUT ANY WARRANTY WHATSOEVER, AND IN PARTICULAR, ANY WARRANTY OF NON-INFRINGEMENT IS EXPRESSLY DISCLAIMED. ANY USE OF THIS

SPECIFICATION SHALL BE MADE ENTIRELY AT THE IMPLEMENTER'S OWN RISK, AND NEITHER AMWA, NOR ANY OF ITS MEMBERS OR CONTRIBUTORS, SHALL HAVE ANY LIABILITY WHATSOEVER TO ANY IMPLEMENTER OR THIRD PARTY FOR ANY DAMAGES OF ANY NATURE WHATSOEVER, DIRECTLY OR INDIRECTLY, ARISING FROM THE USE OF THIS SPECIFICATION."

(b) In the event that the Owner of any IPR has asserted that infringement would result from the implementation of a Draft Specification or AMWA Specification, and such owner has refused a request by AMWA to grant a License under the terms of this IPR Policy, 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 AMWA that it agree to make a license available for the purpose of implementing this Specification. Information may be obtained from:

[Name of Holder of Right]  
[Address]"

### **3.9 Patent Searches**

In no event shall AMWA, or any Representative, Participant or non-Participant Member be obligated to conduct any patent searches regarding any Necessary Claims that may be infringed by any implementation of a Draft Specification or AMWA Specification.

### **3.10 Patent Claims Revealed After Publication**

In the event that a Necessary Claim is first revealed by a Member or third party following adoption and publication of an AMWA Specification (other than a Necessary Claim subject to a licensing obligation under the last paragraph of Section 3.5 above), such holder will be asked to provide a

a) RAND-Z License in the case where the AMWA Specification was developed in a RAND-Z Only Mode Working Group; or

b) a RAND-Z or a RAND License in the case where the AMWA Specification was developed in a RAND Mode Working Group,

to the Necessary Claim to all Implementers of the AMWA Specification in question. If such request is refused, the AMWA Specification in question shall be referred back to the Working Group for further consideration, as appropriate.

### **3.11 Confidential and Proprietary Information**

For the avoidance of doubt, the disclosure obligations set forth in this Section 3 shall not require a Member to violate the terms of any written non-disclosure agreement with a third party, provided that (a) such agreement has not been entered into with the purpose, in whole or in part, of avoiding disclosure under this IPR Policy, and (b) the Member makes such disclosure as it is able to make without violating such agreement, and at minimum discloses (i) the fact that it has knowledge of a patent claim that it would otherwise be obligated to disclose, and (ii) the portion of the Draft Specification that would result in infringement of such patent claim.

## **4. Copyrights**

### **4.1 Copyright in AMWA Specifications**

The copyright for all AMWA Specifications and Other Work Product shall belong to the AMWA.

### **4.2 Contributions of Copyrighted Materials**

Each Contributor that contributes copyrighted materials to the AMWA shall retain copyright ownership of its original work, while at the same time granting the AMWA a non-exclusive, irrevocable, worldwide, perpetual, royalty-free license under the Contributor's copyrights in its Contribution to reproduce, distribute, publish, display, perform, and create derivative works of the Contribution based on that original work for the purpose of developing a Draft Specification, AMWA Specification or Other Work Product under the AMWA's own copyright.

## **5. Trade Secrets**

Participants and other Members will not be expected to reveal trade secret information in the course of participation in any AMWA activity, nor

will they be asked by AMWA to sign non-disclosure agreements. AMWA will not be held responsible for the disclosure of any Member's or non-Member's trade secrets, regardless of the circumstances.

## **6. Trademarks**

### **6.1 AMWA Trademarks**

Trademarks created by the AMWA, registered or otherwise, are the property of the AMWA. Use of AMWA trademarks shall be governed by such policies, procedures and guidelines as may be established and approved by the AMWA from time to time, and applicable law.

### **6.2 Non-AMWA Trademarks**

AMWA's use of third-party trademarks, registered or otherwise, shall be governed by such policies, procedures and guidelines as may be established and approved by the owners of such trademarks, and applicable law.

## **7 Survival of Obligations**

(a) Any License obligations and other obligations that a Member incurs under this Policy shall continue in force after the Member ceases to be a Member for any reason. However, no Member shall become subject to any new License obligations or other Obligations under this Policy after it ceases to be a Member.

(b) The AMWA shall have the right to assign all of its rights under this Policy, and the right to enforce all obligations incurred by Members and Participants under this Policy, to any successor to the mission of the AMWA.

(c) All persons and entities that are intended third party beneficiaries of rights and obligations incurred under this Policy shall remain entitled to enforce the same, notwithstanding any termination, dissolution or winding up of the AMWA.

**Appendix A**

**Advanced Media Workflow Association**

**CONTRIBUTION OF TECHNOLOGY FORM**

**NOTE:** All blanks must be completed in order for this Contribution Form to be valid. This Contribution Form is subject to the Intellectual Property Rights IPR Policy (the "IPR Policy") of the Advanced Media Workflow Association ("AMWA"), and the AMWA Working Group Process Policy, each as from time to time amended (collectively, both such documents are referred to below as the "IPR Policy and Procedures"). ***All capitalized terms used in this form are intended to have the meanings given to them in Exhibit A attached to this form.***

<b>Name of Contributor:</b>	
<b>Name of Representative Completing this Form on Behalf of Contributor:</b>	
<b>Mailing Address of Representative:</b>	
<b>Email Address of Representative:</b>	
<b>*Generic Mailing Address of Contributor:</b>	
<b>*Generic Email Address of Contributor:</b>	
<b>Working Group and RFP (if any) to which this Contribution relates:</b>	

\* Contributors shall include generic contact information in addition to the name and address of a specific representative in the event that the representative leaves the contributor's employment.

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

1. The Representative is authorized to make the Contribution attached hereto as **Exhibit B** on behalf of the Contributor, and to make the following representations and warranties.

2. The Contributor has reviewed the IPR Policy and Procedures and agrees that its Contribution is being made in full compliance with the same.

3. The Contributor hereby irrevocably agrees that if its Contribution is incorporated, either in whole or in part, into the Draft Specification under development by the Working Group referenced above and such Draft Specification becomes an AMWA Specification, that on request, it will provide a RAND-Z License in the case of a RAND-Z Only Mode Working Group, or a RAND-Z or RAND License in the case of a RAND Mode Working Group, to all Necessary Claims Owned by the Contributor and/or such Affiliate(s) to all Implementers of such AMWA Specification.

4. The Contributor hereby agrees that AMWA may copy, distribute and otherwise make available this Contribution for the purpose of evaluation, and that in the event that the Contribution is accepted, in whole or in part, that AMWA will own the copyright in the resulting AMWA Specification and all rights therein, including the rights of distribution. This agreement shall not in any way deprive the Contributor of any patent claims or other IPR relating to the technology to which its Contribution relates.

5. The Contributor is not aware of any Necessary Claim(s) or other IPR of any third party that might be infringed by the implementation of the Draft Specification referenced above as a result of the incorporation of the Contribution therein, whether in whole or in part. If the Contributor is aware of any such potential infringement, then the Contributor has described such Necessary Claim(s) on **Exhibit C**, together with any supporting documentation that may be readily available to the Contributor.

6. The commitments made in this Contribution of Technology Form are irrevocable, and will not be affected by any later withdrawal of the Contributor from the Working Group.

B. AMWA, in accepting this Contribution, acknowledges the following:

1. The representation required in paragraph A.5 above is being solicited purely for informational purposes, and AMWA will not be relying on such representation or otherwise holding the Representative or Contributor responsible for its completeness or accuracy.

2. For the avoidance of doubt, in the event that the Draft Specification in connection with which this Contribution is made is not incorporated into an AMWA Specification(s), then the obligations in Section 3 above will no longer apply.

3. EXCEPT AS SPECIFICALLY PROVIDED FOR ABOVE, THIS CONTRIBUTION 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 AMWA SPECIFICATION INCORPORATING THIS CONTRIBUTION IN WHOLE OR IN PART SHALL BE MADE ENTIRELY AT THE IMPLEMENTER'S OWN RISK, AND THE CONTRIBUTOR 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 Contribution has been made on \_\_\_\_\_, 201\_.

\_\_\_\_\_  
Name of Contributor

By: \_\_\_\_\_  
Signature of Representative

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

**Exhibit Index:**

- A: Defined Terms**
- B: Contribution**
- C-1: Necessary Claims (if any)**
- C-2: Third Party IPR (if any)**

## Exhibit A

### DEFINED TERMS

<u>Term</u>	<u>Definition</u>
Approved Project Proposal	A document specifying the business and technical purpose, scope and licensing mode (RAND Mode or RAND-Z Only Mode) of a Working Group that has been approved by the AMWA.
AMWA Specification	A Draft Specification that has been formally adopted by the AMWA. Unless the context otherwise requires, any reference to the adoption of an AMWA Specification shall also be deemed to apply to the adoption of an amendment to an AMWA Specification as well.
Contribution	An affirmative and knowing electronic or written contribution of material with the intention that such material be considered for inclusion in an AMWA Specification or Other Work Product.
Contributor	Both a Participant as well as any Representative(s) of a Participant, and any other person or entity making a Contribution.
Draft Specification	A technical Specification or other material that is produced by a Working Group that could, if used or implemented as intended, infringe a claim(s) under an issued patent or a patent application anywhere in the world.
Implementer	Anyone desiring to use or implement an AMWA Specification, whether affiliated with the AMWA or otherwise.
IPR	An abbreviation of "Intellectual Property Rights." As used in this IPR Policy, IPR means claims in patents and patent applications, copyrights, trademarks and trade secrets.
IPR Review Period	A period of time during which certain Members Participating in development of an AMWA Draft Specification must declare any Necessary Claims as described in this IPR Policy.
Member	An AMWA member of any class, as defined in the AMWA By-laws.
Necessarily Infringed	Unavoidable infringement by an implementation of a Required Element of an AMWA Specification, there being no technically and economically reasonable alternative way to implement that element without resulting in such infringement.
Necessary Claims	Those claims under patents and/or patent applications (but not design patents or design registrations) anywhere in the world that would be Necessarily Infringed by the implementation of the Required Elements of an AMWA



	Specification.
Other Work Product	Any Working Group deliverable that is not a Draft Specification or AMWA Specification (e.g. Implementation guidelines and white papers where there is no need to go through an IPR Review Period). Unless the context otherwise requires, any reference to the adoption of Other Work Product shall also be deemed to apply to the adoption of an amendment to that Other Work Product as well. For the avoidance of doubt, Section 3 of this IPR Policy does not apply to Other Work Product.
Owned	With respect to any Necessary Claim(s), the word "Owned" includes any Necessary Claim(s) that are (a) owned by a Participant, and (b) controlled but not Owned by a Participant, provided that the Participant 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.
Participant	With respect to a given Working Group, any Member or non-Member Participating in a Working Group.
Participating	The following activities, as recorded by AMWA, shall constitute Participation in a Working Group: (a) a Member enrolling as of the date of the launch of the Working Group that does not withdraw within sixty days of the launch date, (b) a Member later enrolling in the Working Group, (c) any non-Member attending a Working Group, and (d) submission by a Member or non-Member of comments on a Draft Specification prior to its becoming an AMWA Specification
Posting Date	The starting date upon which a Draft Specification is posted at the beginning of the IPR Review Period, and electronic notification of such posting has been sent to each Participant
Patent Call	An announcement made at each in-person or telephonic meeting, in the form of <b>Appendix D</b>
RAND License	An agreement to license Necessary Claim(s) to any Implementer, on a perpetual (except as provided below), non-exclusive and worldwide basis, with such license permitting the licensee to make, have made, use, reproduce, market, import, offer to sell and sell, and to otherwise distribute products that implement such Necessary Claim(s) upon terms that are reasonable and nondiscriminatory, which may include a reasonable royalty or other fee; provided, that such license may be withdrawn with respect to any Implementer that asserts a Necessary Claim against any other Implementer of the same AMWA Specification to which the RAND License

	applies.
RAND-Z License	Either (a) an agreement to license Necessary Claim(s) to any Implementer, on a perpetual (except as provided below), non-exclusive and worldwide basis, with such license permitting the licensee to make, have made, use, reproduce, market, import, offer to sell and sell, and to otherwise distribute products that implement such Necessary Claim(s) without charge and upon non-economic terms that are reasonable and nondiscriminatory, or (b) a binding, perpetual (except as provided below), commitment not to assert Necessary Claim(s) against any Implementer of the AMWA Specification to which such commitment relates; provided, that in either case, the foregoing commitment may be withdrawn with respect to any Implementer that asserts a Necessary Claim against any other Implementer of the same AMWA Specification to which the RAND-Z License applies.
RAND Mode	A Working Group operating mode under which Participants may offer a RAND License or RAND-Z License or withhold granting a license at all.
RAND-Z Only Mode	A Working Group operating mode under which Participants may only offer a RAND-Z License or withhold granting a license at all.
Representative	Any individual that acts on behalf of a Member in connection with a Working Group, or in the completion of any form or notice to be delivered to the AMWA pursuant to this IPR Policy or the Working Group.
Required Element	Any element of a Draft Specification or AMWA Specification that has not been identified as "Optional." For the avoidance of doubt, when a Draft Specification or AMWA Specification requires an Implementer to implement one of two or more alternative elements, then all such elements shall be deemed to be "Required Elements."
Withdrawal Notice	A notice of withdrawal from a Working Group in the form of <b>Appendix C</b> to this IPR Policy delivered to the Working Group Administrator of such Working Group in such manner and at such address as the Working Group Policy from time to time specify.
Working Group	A group, formed under an Approved Project Proposal, that is intended to produce an AMWA Specification or Other Work Product

**Exhibit B**

**CONTRIBUTION**

[Attach copy of Contribution]

**Exhibit C-1**

**NECESSARY CLAIMS**

For RAND-Mode Work Groups, list here all Necessary Claim(s) Owned by Contributor

<b>Patent Number and Jurisdictions</b>	<b>Necessary Claim</b>	<b>Effected Portion of Contribution or Specification</b>

**Exhibit C-2**

**THIRD PARTY CLAIMS**

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

<b>Patent Number and Jurisdictions</b>	<b>Necessary Claim</b>	<b>Effected Portion of Contribution or Specification</b>

**Appendix B**

**Advanced Media Workflow Association  
IPR Election Form**

**NOTE:** All blanks must be completed in order for this Election Form to be valid. This Election Form is subject to the Intellectual Property Rights IPR Policy (the "IPR Policy") of the Advanced Media Workflow Association ("AMWA"), and the AMWA Working Group Process Policy, each as from time to time amended (collectively, both such documents are referred to below as the "IPR Policy and Procedures"). ***All capitalized terms used in this form are intended to have the meanings given to them in Exhibit A attached to this form.***

**NOTE:** *This is a:*

\_\_\_\_\_ **RAND Mode Working Group**

\_\_\_\_\_ **RAND-Z Only Mode  
Working Group**

<b>Name of Member:</b>	
<b>Name of Representative Completing this Form on Behalf of Member:</b>	
<b>Mailing Address of Representative:</b>	
<b>Email Address of Representative:</b>	
<b>Working Group to which this Election Form 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 to complete and submit this Election Form on behalf of the Member, and to make the following representations and warranties.
2. The Representative and the Member have each reviewed the IPR Policy and Procedures, and agree that this Election Form is being completed and submitted in full compliance with the same.

3. The Member hereby irrevocably agrees with respect to all Necessary Claims Owned by it and/or its Affiliates under the Draft Specification under development by the Working Group referenced above, that if such Draft Specification becomes an AMWA Specification, on request it will:

*If this is a RAND-Z Only Mode Working Group, you may only choose from the first and third options:*

\_\_\_\_\_ Provide a RAND-Z License to all such Necessary Claims, except for those Necessary Claims, if any, referred to below; **and/or**

\_\_\_\_\_ Provide a RAND License to all such Necessary Claims listed on **Exhibit B-1**, which Exhibit also lists the portion of the Draft Specification, in its current form, that would Necessarily Infringe such Necessary Claims, **and/or**

\_\_\_\_\_ The Member identifies on **Exhibit B-2** certain Necessary Claim(s) with respect to which it does not agree to provide a RAND-Z or RAND License, together with the portion of such Draft Specification to which such patent claims relate.

**NOTE:**

- (a) A Participant may reconfirm, but may not withdraw, its commitment under the AMWA IPR Policy, Section 3.1(a) with respect to any Necessary Claim(s) that arise from the inclusion of its Contribution(s) in the Draft Specification.
- (b) Instead of selecting a single option above with respect to all of its Necessary Claims, a Participant may choose different commitments for individual claims. However, its aggregate commitment must together apply to all of its Necessary Claims.
- (c) In the case of Necessary Claims under non-public patent applications, the disclosure of such claims need not be in such detail as would disclose any trade secrets.
- (d) If a Member elects to withhold a license as to any of its and/or its Affiliate(s) Necessary Claims, it must simultaneously withdraw as a Member, effective immediately and without refund of any membership fees.

4. The Representative is not aware of any Necessary Claim(s) or other IPR of any third party that might be infringed by the implementation of the Draft Specification referenced above. If the Representative is aware of any such potential infringement, then the Representative has described such Necessary Claim(s) on **Exhibit B-3**, together with any supporting documentation that may be readily available to the Representative.

B. AMWA, in accepting this Election Form, acknowledges that the representation required in paragraph A.4 above is being solicited purely for informational purposes, and AMWA will not be relying on such representation or otherwise holding the Representative or Member responsible for its completeness or accuracy.

This Election Form has been submitted on \_\_\_\_\_, 201\_\_.

\_\_\_\_\_  
Name of Participant or  
Non-Participant Member

By: \_\_\_\_\_  
Signature of Representative

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

**Exhibit Index:**

- A: Defined Terms**
- B-1: RAND License IPR (if any)**
- B-2: Withheld IPR (if any)**
- B-3: Third Party IPR (if any)**

## Exhibit A

### DEFINED TERMS

<u>Term</u>	<u>Definition</u>
Approved Project Proposal	A document specifying the business and technical purpose, scope and licensing mode (RAND Mode or RAND-Z Only Mode) of a Working Group that has been approved by the AMWA.
AMWA Specification	A Draft Specification that has been formally adopted by the AMWA. Unless the context otherwise requires, any reference to the adoption of an AMWA Specification shall also be deemed to apply to the adoption of an amendment to an AMWA Specification as well.
Contribution	An affirmative and knowing electronic or written contribution of material with the intention that such material be considered for inclusion in an AMWA Specification or Other Work Product.
Contributor	Both a Participant as well as any Representative(s) of a Participant, and any other person or entity making a Contribution.
Draft Specification	A technical Specification or other material that is produced by a Working Group that could, if used or implemented as intended, infringe a claim(s) under an issued patent or a patent application anywhere in the world.
Implementer	Anyone desiring to use or implement an AMWA Specification, whether affiliated with the AMWA or otherwise.
IPR	An abbreviation of "Intellectual Property Rights." As used in this IPR Policy, IPR means claims in patents and patent applications, copyrights, trademarks and trade secrets.
IPR Review Period	A period of time during which certain Members Participating in development of an AMWA Draft Specification must declare any Necessary Claims as described in this IPR Policy.
Member	An AMWA member of any class, as defined in the AMWA By-laws.
Necessarily Infringed	Unavoidable infringement by an implementation of a Required Element of an AMWA Specification, there being no technically and economically reasonable alternative way to implement that element without resulting in such infringement.
Necessary Claims	Those claims under patents and/or patent applications (but not design patents or design registrations) anywhere in the world that would be Necessarily Infringed by the implementation of the Required Elements of an AMWA



	Specification.
Other Work Product	Any Working Group deliverable that is not a Draft Specification or AMWA Specification (e.g. Implementation guidelines and white papers where there is no need to go through an IPR Review Period). Unless the context otherwise requires, any reference to the adoption of Other Work Product shall also be deemed to apply to the adoption of an amendment to that Other Work Product as well. For the avoidance of doubt, Section 3 of this IPR Policy does not apply to Other Work Product.
Owned	With respect to any Necessary Claim(s), the word "Owned" includes any Necessary Claim(s) that are (a) owned by a Participant, and (b) controlled but not Owned by a Participant, provided that the Participant 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.
Participant	With respect to a given Working Group, any Member or non-Member Participating in a Working Group.
Participating	The following activities, as recorded by AMWA, shall constitute Participation in a Working Group: (a) a Member enrolling as of the date of the launch of the Working Group that does not withdraw within sixty days of the launch date, (b) a Member later enrolling in the Working Group, (c) any non-Member attending a Working Group, and (d) submission by a Member or non-Member of comments on a Draft Specification prior to its becoming an AMWA Specification
Posting Date	The starting date upon which a Draft Specification is posted at the beginning of the IPR Review Period, and electronic notification of such posting has been sent to each Participant
Patent Call	An announcement made at each in-person or telephonic meeting, in the form of <b>Appendix D</b>
RAND License	An agreement to license Necessary Claim(s) to any Implementer, on a perpetual (except as provided below), non-exclusive and worldwide basis, with such license permitting the licensee to make, have made, use, reproduce, market, import, offer to sell and sell, and to otherwise distribute products that implement such Necessary Claim(s) upon terms that are reasonable and nondiscriminatory, which may include a reasonable royalty or other fee; provided, that such license may be withdrawn with respect to any Implementer that asserts a Necessary Claim against any other Implementer of the same AMWA Specification to which the RAND License

	applies.
RAND-Z License	Either (a) an agreement to license Necessary Claim(s) to any Implementer, on a perpetual (except as provided below), non-exclusive and worldwide basis, with such license permitting the licensee to make, have made, use, reproduce, market, import, offer to sell and sell, and to otherwise distribute products that implement such Necessary Claim(s) without charge and upon non-economic terms that are reasonable and nondiscriminatory, or (b) a binding, perpetual (except as provided below), commitment not to assert Necessary Claim(s) against any Implementer of the AMWA Specification to which such commitment relates; provided, that in either case, the foregoing commitment may be withdrawn with respect to any Implementer that asserts a Necessary Claim against any other Implementer of the same AMWA Specification to which the RAND-Z License applies.
RAND Mode	A Working Group operating mode under which Participants may offer a RAND License or RAND-Z License or withhold granting a license at all.
RAND-Z Only Mode	A Working Group operating mode under which Participants may only offer a RAND-Z License or withhold granting a license at all.
Representative	Any individual that acts on behalf of a Member in connection with a Working Group, or in the completion of any form or notice to be delivered to the AMWA pursuant to this IPR Policy or the Working Group.
Required Element	Any element of a Draft Specification or AMWA Specification that has not been identified as "Optional." For the avoidance of doubt, when a Draft Specification or AMWA Specification requires an Implementer to implement one of two or more alternative elements, then all such elements shall be deemed to be "Required Elements."
Withdrawal Notice	A notice of withdrawal from a Working Group in the form of <b>Appendix C</b> to this IPR Policy delivered to the Working Group Administrator of such Working Group in such manner and at such address as the Working Group Policy from time to time specify.
Working Group	A group, formed under an Approved Project Proposal, that is intended to produce an AMWA Specification or Other Work Product

**Exhibit B-1**

**RAND LICENCE NECESSARY CLAIMS**

<b>Patent Number and Jurisdiction</b>	<b>Necessary Claim</b>	<b>Effectuated Portion of Specification</b>

**Exhibit B-2**

**WITHHELD NECESSARY CLAIMS**

<b>Patent Number and Jurisdiction</b>	<b>Necessary Claim</b>	<b>Effectuated Portion of Specification</b>

**Exhibit B-3**

**THIRD PARTY NECESSARY CLAIMS**

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

<b>Patent Number and Jurisdictions</b>	<b>Necessary Claim</b>	<b>Effectuated Portion of Specification</b>

Appendix C

**Advanced Media Workflow Association**

**RAND-Z MODE WORKING GROUP**

**WITHDRAWAL NOTICE**

**NOTE:** All blanks must be completed in order for this Withdrawal Notice to be valid. This Withdrawal Notice is subject to the Intellectual Property Rights IPR Policy (the "IPR Policy") of the Advanced Media Workflow Association ("AMWA"), as from time to time amended. *All capitalized terms used in this form are intended to have the meanings given to them in Exhibit A attached to this form.*

<b>Name of Member:</b>	
<b>Name of Representative Completing this Form on Behalf of Member:</b>	
<b>Mailing Address of Representative:</b>	
<b>Email Address of Representative:</b>	
<b>Working Group to which this Election Form relates:</b>	

A. The Representative hereby notifies AMWA that it desires to withdraw from the Working Group referred to above, and represents the following on behalf of him/herself and the Member referred to above, as the context requires:

1. The Representative is authorized to complete and submit this Withdrawal Form on behalf of the Member, and to make the following representations and warranties.
2. The Representative and the Member have each reviewed the IPR Policy and Procedures, and agree that this Withdrawal Notice is being completed and submitted in full compliance with the same.
3. The Member hereby gives notice that in the event that the Draft Specification under development of the Working Group referred to above becomes an AMWA Specification, it and/or its Affiliate(s) does not agree to provide a RAND-Z License with respect to certain patent claims Owned by it that may become Necessary Claims under such AMWA Specification.

The patent claims for which a RAND-Z License is being withheld, together with the relevant portions of the Draft Specification in its then current form, are listed in **Exhibit B-1** to this Withdrawal Notice.

Note: You may not withhold a RAND-Z License to a patent claim that:

(a) is a Necessary Claim by reason of the inclusion (in whole or in part) of a Contribution made by you in the Draft Specification;

(b) is a Necessary Claim under a draft of the Draft Specification prior to the most currently posted draft.

4. The Representative is not aware of any Necessary Claim(s) or other IPR of any third party that might be infringed by the implementation of the Draft Specification referenced above. If the Representative is aware of any such potential infringement, then the Representative has described such Necessary Claim(s) on **Exhibit B-2**, together with any supporting documentation that may be readily available to the Representative.

B. AMWA, in accepting this Withdrawal Notice, acknowledges that the representation required in paragraph A.5 above is being solicited purely for informational purposes, and AMWA will not be relying on such representation or otherwise holding the Representative or Member responsible for its completeness or accuracy.

This Withdrawal Notice has been submitted on \_\_\_\_\_, 201\_.

\_\_\_\_\_  
Name of Member

By: \_\_\_\_\_  
Signature of Representative

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

**Exhibit Index:**

**A: Defined Terms**

**B-1: Withheld IPR**

**B-2: Third Party IPR (if any)**

## Exhibit A

### DEFINED TERMS

<u>Term</u>	<u>Definition</u>
Approved Project Proposal	A document specifying the business and technical purpose, scope and licensing mode (RAND Mode or RAND-Z Only Mode) of a Working Group that has been approved by the AMWA.
AMWA Specification	A Draft Specification that has been formally adopted by the AMWA. Unless the context otherwise requires, any reference to the adoption of an AMWA Specification shall also be deemed to apply to the adoption of an amendment to an AMWA Specification as well.
Contribution	An affirmative and knowing electronic or written contribution of material with the intention that such material be considered for inclusion in an AMWA Specification or Other Work Product.
Contributor	Both a Participant as well as any Representative(s) of a Participant, and any other person or entity making a Contribution.
Draft Specification	A technical Specification or other material that is produced by a Working Group that could, if used or implemented as intended, infringe a claim(s) under an issued patent or a patent application anywhere in the world.
Implementer	Anyone desiring to use or implement an AMWA Specification, whether affiliated with the AMWA or otherwise.
IPR	An abbreviation of "Intellectual Property Rights." As used in this IPR Policy, IPR means claims in patents and patent applications, copyrights, trademarks and trade secrets.
IPR Review Period	A period of time during which certain Members Participating in development of an AMWA Draft Specification must declare any Necessary Claims as described in this IPR Policy.
Member	An AMWA member of any class, as defined in the AMWA By-laws.
Necessarily Infringed	Unavoidable infringement by an implementation of a Required Element of an AMWA Specification, there being no technically and economically reasonable alternative way to implement that element without resulting in such infringement.
Necessary Claims	Those claims under patents and/or patent applications (but not design patents or design registrations) anywhere in the world that would be Necessarily Infringed by the

	implementation of the Required Elements of an AMWA Specification.
Other Work Product	Any Working Group deliverable that is not a Draft Specification or AMWA Specification (e.g. Implementation guidelines and white papers where there is no need to go through an IPR Review Period). Unless the context otherwise requires, any reference to the adoption of Other Work Product shall also be deemed to apply to the adoption of an amendment to that Other Work Product as well. For the avoidance of doubt, Section 3 of this IPR Policy does not apply to Other Work Product.
Owned	With respect to any Necessary Claim(s), the word "Owned" includes any Necessary Claim(s) that are (a) owned by a Participant, and (b) controlled but not Owned by a Participant, provided that the Participant 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.
Participant	With respect to a given Working Group, any Member or non-Member Participating in a Working Group.
Participating	The following activities, as recorded by AMWA, shall constitute Participation in a Working Group: (a) a Member enrolling as of the date of the launch of the Working Group that does not withdraw within sixty days of the launch date, (b) a Member later enrolling in the Working Group, (c) any non-Member attending a Working Group, and (d) submission by a Member or non-Member of comments on a Draft Specification prior to its becoming an AMWA Specification
Posting Date	The starting date upon which a Draft Specification is posted at the beginning of the IPR Review Period, and electronic notification of such posting has been sent to each Participant
Patent Call	An announcement made at each in-person or telephonic meeting, in the form of <b>Appendix D</b>
RAND License	An agreement to license Necessary Claim(s) to any Implementer, on a perpetual (except as provided below), non-exclusive and worldwide basis, with such license permitting the licensee to make, have made, use, reproduce, market, import, offer to sell and sell, and to otherwise distribute products that implement such Necessary Claim(s) upon terms that are reasonable and nondiscriminatory, which may include a reasonable royalty or other fee; provided, that such license may be withdrawn with respect to any Implementer that asserts a Necessary Claim against any other Implementer of the

	same AMWA Specification to which the RAND License applies.
RAND-Z License	Either (a) an agreement to license Necessary Claim(s) to any Implementer, on a perpetual (except as provided below), non-exclusive and worldwide basis, with such license permitting the licensee to make, have made, use, reproduce, market, import, offer to sell and sell, and to otherwise distribute products that implement such Necessary Claim(s) without charge and upon non-economic terms that are reasonable and nondiscriminatory, or (b) a binding, perpetual (except as provided below), commitment not to assert Necessary Claim(s) against any Implementer of the AMWA Specification to which such commitment relates; provided, that in either case, the foregoing commitment may be withdrawn with respect to any Implementer that asserts a Necessary Claim against any other Implementer of the same AMWA Specification to which the RAND-Z License applies.
RAND Mode	A Working Group operating mode under which Participants may offer a RAND License or RAND-Z License or withhold granting a license at all.
RAND-Z Only Mode	A Working Group operating mode under which Participants may only offer a RAND-Z License or withhold granting a license at all.
Representative	Any individual that acts on behalf of a Member in connection with a Working Group, or in the completion of any form or notice to be delivered to the AMWA pursuant to this IPR Policy or the Working Group.
Required Element	Any element of a Draft Specification or AMWA Specification that has not been identified as "Optional." For the avoidance of doubt, when a Draft Specification or AMWA Specification requires an Implementer to implement one of two or more alternative elements, then all such elements shall be deemed to be "Required Elements."
Withdrawal Notice	A notice of withdrawal from a Working Group in the form of <b>Appendix C</b> to this IPR Policy delivered to the Working Group Administrator of such Working Group in such manner and at such address as the Working Group Policy from time to time specify.
Working Group	A group, formed under an Approved Project Proposal, that is intended to produce an AMWA Specification or Other Work Product



**Exhibit C-1**

**WITHHELD IPR**

List here all Necessary Claim(s) Owned by Contributor

<b>Patent Number and Jurisdictions</b>	<b>Necessary Claim</b>	<b>Effected Portion of Specification</b>

**Exhibit C-2**

**THIRD PARTY NECESSARY CLAIMS**

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

<b>Patent Number and Jurisdictions</b>	<b>Necessary Claim</b>	<b>Effected Portion of Specification</b>

## **Appendix D**

### **PATENT CALL TEXT**

Please be aware that this meeting is being held under the Intellectual Property Rights Policy adopted by the Advanced Media Workflow Association. If you do not have a copy of this IPR Policy, please see me during this meeting. You may also view and download a copy of that IPR Policy at the AMWA website (<http://www.amwa.tv>).

At this time, and throughout this meeting and subsequent discussion, I would ask that anyone in attendance inform me if they are personally aware of any claims under any patent applications or issued patents that would be likely to be infringed by an implementation of the AMWA Draft Specification which is the subject of this meeting. You need not be the inventor of such patent or patent application in order to inform us of its existence, nor will you be held responsible for expressing a belief that turns out to be inaccurate.