Patent Statement and Licensing Declaration Form for ITU-T/ITU-R Recommendation | ISO/IEC Deliverable







Patent Statement and Licensing Declaration for ITU-T/ITU-R Recommendation | ISO/IEC Deliverable

This declaration does not represent an actual grant of a license

Please return to the relevant organization(s) as instructed below per document type:

Director
Telecommunication Standardization Bureau
International Telecommunication Union
Place des Nations
CH-1211 Geneva 20,
Switzerland
Fax: +41 22 730 5853
Email: tsbdir@itu.int

Director
Radiocommunication Bureau
International Telecommunication Union
Place des Nations
CH-1211 Geneva 20,
Switzerland
Fax: +41 22 730 5785
Email: brmail@itu.int

Secretary-General
International Organization for Standardization
1 Chemin de la Voie-Creuse
CH-1211 Geneva 20
Switzerland
Fax: +41 22 733 3430
Email: patent.statements@iso.org

General Secretary
International Electrotechnical Commission
3 rue de Varembé
CH-1211 Geneva 20
Switzerland
Fax: +41 22 919 0300
Email: inmail@iec.ch

Patent Holder:

Legal Name	SanDisk Corporation

Contact for license application:

Name & Department	Mr. E. Earle Thompson Legal Department
Address	601 McCarthy Boulevard, Mail stop: 116 Milpitas, CA 95035-7932
Tel.	(408) 801-1000
Fax	(408) 801-9019
E-mail	
URL (optional)	

Document type:

☐ **ITU-T Rec. (*)** ☐ **ITU-R Rec. (*)** ☐ **ISO Deliverable (*)** ☐ **IEC Deliverable (*)**
(please return the form to the relevant Organization)

☐ **Common text or twin text (ITU-T Rec. | ISO/IEC Deliverable (*))** (for common text or twin text, please return the form to each of the three Organizations: ITU-T, ISO, IEC)

☒ **ISO/IEC Deliverable (*)** (for ISO/IEC Deliverables, please return the form to both ISO and IEC)

(*)Number	2015-D
(*)Title	ATA/ATAPI Command Set – 2 (ACS-2)

Licensing declaration:

The Patent Holder believes that it holds granted and/or pending applications for patents, the use of which would be required to implement the above document and hereby declares, in accordance with the Common Patent Policy for ITU-T/ITU-R/ISO/IEC, that (check one box only):

☐ 1. The Patent Holder is prepared to grant a free of charge license to an unrestricted number of applicants on a worldwide, non-discriminatory basis and under other reasonable terms and conditions to make, use, and sell implementations of the above document.

Negotiations are left to the parties concerned and are performed outside the ITU-T, ITU-R, ISO or IEC.

Also mark here __ if the Patent Holder's willingness to license is conditioned on reciprocity for the above document.

Also mark here __ if the Patent Holder reserves the right to license on reasonable terms and conditions (but not free of charge) to applicants who are only willing to license their patent claims, whose use would be required to implement the above document, on reasonable terms and conditions (but not free of charge).

☒ 2. The Patent Holder is prepared to grant a license to an unrestricted number of applicants on a worldwide, non-discriminatory basis and on reasonable terms and conditions to make, use and sell implementations of the above document.

Negotiations are left to the parties concerned and are performed outside the ITU-T, ITU-R, ISO, or IEC.

Also mark here _X_ if the Patent Holder's willingness to license is conditioned on reciprocity for the above document.

☐ 3. The Patent Holder is unwilling to grant licenses in accordance with provisions of either 1 or 2 above.

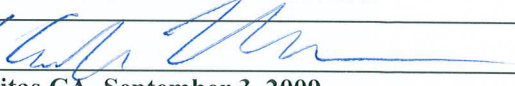
In this case, the following information must be provided to ITU, and is strongly desired by ISO and IEC, as part of this declaration:

- granted patent number or patent application number (if pending);
- an indication of which portions of the above document are affected;
- a description of the patent claims covering the above document.

Free of charge: The words "free of charge" do not mean that the Patent Holder is waiving all of its rights with respect to the essential patent. Rather, "free of charge" refers to the issue of monetary compensation; *i.e.*, that the Patent Holder will not seek any monetary compensation as part of the licensing arrangement (whether such compensation is called a royalty, a one-time licensing fee, etc.). However, while the Patent Holder in this situation is committing to not charging any monetary amount, the Patent Holder is still entitled to require that the implementer of the above document sign a license agreement that contains other reasonable terms and conditions such as those relating to governing law, field of use, reciprocity, warranties, etc.

Reciprocity: As used herein, the word "reciprocity" means that the Patent Holder shall only be required to license any prospective licensee if such prospective licensee will commit to license its essential patent(s) or essential patent claim(s) for implementation of the same above document free of charge or under reasonable terms and conditions.

Signature:

Patent Holder	**SanDisk Corporation**
Name of authorized person	**E. Earle Thompson**
Title of authorized person	**Vice President and Chief IP Counsel**
Signature	
Place, Date	**Milpitas CA, September 3, 2009**

FORM: 1 March 2007

Patent Information (desired but not required for options 1 and 2; required in ITU for option 3 (NOTE))				
No.	**Status** [granted/ pending]	**Country**	**Granted Patent Number or Application Number (if pending)**	**Title**
1				
2				
3				

NOTE: For option 3, the additional minimum information that shall also be provided is listed in the option 3 box above.
