

Doc. B/04

31 Jan 02

6 Dec 04

13 Mar 06

13 Dec 07

Formerly Doc. E/21

2 July 1986

1 Dec 1986

ADVANCED TELEVISION SYSTEMS COMMITTEE, Inc.

Patent Policy

1. **Inclusion of Patents in Specification Documents.** There is no objection in principle to drafting a Specification Document in terms that include the use of an Essential Claim, if it is considered that technical reasons justify this approach. It shall be the policy of the Advanced Television Systems Committee, Inc. (ATSC) that Essential Claims included in ATSC Specification Documents be available to implementers on reasonable and non-discriminatory terms. Prior to a vote on a Specification Document subject to a disclosed Essential Claim and no later than the time frames specified in Section 5, the ATSC shall receive from the person or entity that holds the Essential Claim written confirmation (using the attached form) that:
 - a. A license to the Essential Claim will be made available upon request without compensation to all applicants for the purpose of implementing the Specification Document, which license may be conditioned upon license reciprocity with respect to the same Specification Document; or
 - b. A license to the Essential Claim will be made available upon request under reasonable and nondiscriminatory terms and conditions to all applicants for the purpose of implementing the Specification Document, which conditions may include license reciprocity with respect to the same Specification Document; or
 - c. A license to the Essential Claim will not be provided under reasonable and nondiscriminatory terms and conditions to applicants for the purpose of implementing the Specification Document.

This written confirmation shall be submitted to the President of the ATSC for review and retained in the ATSC's files. After issuance of the ATSC Standard or Recommended Practice, the ATSC shall make the written confirmations available to Members, Observers and third parties upon request.

If a Participant submits a statement under Section 1(c), the technology group considering the Specification Document to which such Essential Claim pertains shall consider whether alternatives to including such Essential Claim are feasible. If there are no feasible alternatives, and the technology group considers that a Specification Document incorporating an Essential Claim identified by a statement under Section 1(c) is in the interests of the Membership, application shall be made to the ATSC Board of Directors for an exception to this policy. The application shall include all information supplied by the Participant, and reasons that an exception should be made. If the Board approves, work on the Specification Document may continue, but when the Specification Document is balloted to the ATSC Membership for approval, the ballot shall include information on the policy exception and the reasons for approval.

2. **Notice of Essential Claims upon a Standard or Recommended Practice.** When the ATSC receives a written confirmation as set forth in Section 1 with respect to a Proposed Standard or a Proposed Recommended Practice that becomes part of an ATSC Standard or ATSC Recommended Practice, the resulting document shall include a notice as follows:

NOTE: The user's attention is called to the possibility that compliance with this standard may require use of an invention covered by patent rights. By publication of this standard, no position is taken with respect to the validity of this claim or of any patent rights in connection therewith. One or more patent holders have, however, filed a statement regarding the terms on which such patent holder(s) may be willing to grant a license under these rights to individuals or entities desiring to obtain such a license. Details may be obtained from the ATSC Secretary and the patent holder.

3. **Disclosure of Patents.** A Participant shall disclose in writing, using the attached form, the existence of any Potential Claim of which any Representative of the Participant who is active in a technology group or specialist group has actual personal knowledge. No Participant, however, shall be required to disclose the existence of a Potential Claim owned by another entity if such a disclosure would cause that Participant to breach a contractual obligation of confidentiality. A Participant shall deliver any Disclosure Statement to the President of the ATSC. All submitted Disclosure Statements must be maintained in the ATSC's files.
4. **Contents of Patent Disclosures.** Disclosure Statements shall be submitted using the attached form and shall include (a) the name of the Participant making the Disclosure Statement and the name of the Representative responsible for the Disclosure Statement; (b) the name of the person or entity that holds the patent or patent application with the Potential Claim; (c) the patent number or published patent application number, if available, in which the Potential Claim is contained; (d) the Specification Document to which the Disclosure Statement applies; (e) an indication from the Participant that it, in good faith, believes the Potential Claim may be relevant to the implementation of the Specification Document, and (f) the written confirmation required by Section 1, if the Participant making the Disclosure Statement is the holder of the patent or patent application on which the Potential Claim is based. A Participant submitting a statement under Section 1(c) shall supply sufficient identifying information about the Potential Claim to permit it to be identified within a Specification Document.
5. **Timeframe for Patent Disclosures.** The patent disclosure obligation is an ongoing obligation that begins with participation by a Participant's Representative in the development of a Specification Document and extends through the life of the Specification Document. A Participant shall make a Disclosure Statement as soon as practically possible during the development of the Specification Document and, at the latest, within forty-five (45) business days after the Participant's Representative obtains actual knowledge of a Potential Claim relating to a Specification Document and in advance of any vote on the Specification Document. For a Participant's discovery of a Potential Claim subsequent to the adoption of the Specification Document, the Participant shall make a Disclosure Statement as soon as practically possible and, at the latest, within forty-five (45) business days after the Participant's Representative obtains

actual knowledge of the Potential Claim. ATSC shall provide notice of the patent disclosure obligations to Members in technology group and membership letter ballots.

6. **Failure to Disclose Patents.** Any Participant that (a) does not disclose its refusal to license a Potential Claim pursuant to Section 1(c), or (b) fails to submit a Disclosure Statement concerning a Potential Claim in conformance with Sections 3, 4 and 5, shall be deemed to agree to license any resulting Essential Claim to other Members and Observers and any requesting third party under reasonable and nondiscriminatory terms and conditions and shall not be entitled to make an election under Section 1(c). Any Participant's knowing failure to disclose a Potential Claim, whether by violation or manipulation of the provisions of this Policy, shall be deemed incompatible with such Participant's obligations toward ATSC and shall constitute a "failure to disclose" with consequences as defined in this paragraph. ATSC may in such a case terminate any such Participant's ability to participate in ATSC processes.
7. **No Patent Search Required.** Section 3 does not require a Representative or Participant to perform or conduct patent searches. Knowledge of Potential Claims of a Participant shall not be automatically imputed to any Representative.
8. **No Responsibility for Identifying Patents.** The ATSC shall not be responsible for identifying Essential Claims or for conducting inquiries into the legal validity or scope of Potential Claims.
9. **Non-Member Participants.** Each technology group and specialist group shall use reasonable and consistent efforts, within the discretion of its chair, to ensure that any non-Member who participates in any ATSC activity agrees to be bound by this Patent Policy. In particular, chairs of groups may require non-Member Participants to (a) execute declarations of their intention to comply with this Patent Policy, (b) to require the companies they represent to execute such declarations, or (c) to take other steps to demonstrate their knowledge of and agreement to be bound by this Patent Policy. In addition, chairs of groups shall use reasonable efforts to state at the commencement of meetings that this Patent Policy applies to all Members, Observers and non-Member Participants alike, and all email reflectors shall contain a similar message. Chairs of groups shall have the discretion to refuse input and contributions by non-Member Participants who refuse to comply with such measures.
10. **Claims in Documents Normatively Referenced.** Any patent or patent application with Essential Claims contained in a document that is normatively referenced by a Specification Document shall be subject to the disclosure requirements of this Policy. Any Participant that holds any Potential Claims in a document that is normatively referenced by a Specification Document shall make the submissions required by Sections 1 and 3 of this Policy as soon as commercially reasonable after a decision is made by a technical body to normatively reference the material on which the Potential Claims are based and in any event prior to a vote on the Specification Document at issue. No such requirements shall exist when the normatively referenced document is an ATSC document in respect of which the Participant has already made a disclosure pursuant to Section 1. No such requirements shall apply to references to materials contained in Specification Documents that are informative references rather than normative references. This section shall not imply any duty on the part of any technology group or specialist group to investigate the disclosure status of normatively referenced documents.

11. **Definitions.** Capitalized terms used herein shall have the meanings ascribed to them in this Section.

- a. **“Disclosure Statement”** means a written disclosure made pursuant to Sections 3 and 4.
- b. **“Essential Claim”** means claims of all patents issued, and patent applications filed, under the laws of any country that are necessarily infringed by implementing the normative portion of a Specification Document. An Essential Claim is “necessarily infringed” only when there is no other technically reasonable noninfringing alternative for implementing a Specification Document.
- c. **“Member”** means a voting member of the ATSC, or a voting member of a technology group, as defined in the ATSC Bylaws, or any member of a specialist group, as defined in the ATSC Bylaws.
- d. **“Observer”** means an observing member of the ATSC or an observing member of a technology group, as defined in the ATSC Bylaws.
- e. **“Participant”** means a Member, Observer, individual, or organization that participates in the development of a Specification Document within the ATSC, an ATSC technology group, or an ATSC specialist group.
- f. **“Potential Claim”** means a claim in any patent issued or granted under the laws of any country, as well as a claim in, or supported by, any pending published patent application filed under the laws of any country, of which a Representative of a Participant has actual personal knowledge and that, in the good faith judgment of such Participant’s Representative, may be an Essential Claim.
- g. **“Representative”** means a person employed by a Participant who is authorized by such Participant to represent such Participant in connection with the work of the ATSC, a technology group, as defined in the ATSC Bylaws, or a specialist group, as defined in the ATSC Bylaws.
- h. **“Specification Document”** means an ATSC Standard, an ATSC Recommended Practice, a Proposed Standard, a Proposed Recommended Practice, a Candidate Standard, or a Working Draft, as defined in the ATSC Bylaws.



Disclosure Statement and Licensing Declaration
This declaration does not represent an implied license grant

Please return to:

President - ATSC
1776 K Street NW
Suite 800
Washington, DC 20006
202-872-9160 – Office
202-872-9161 – Fax

Discloser:	
Name of Participant	Sony Group Corporation
Contact Information for Participant's Representative:	
Name of Representative	Shizuka Sayama
Address	1-7-1 Konan, Minato-ku Tokyo, 180-0075, Japan
Tel.	+81-50-3750-4750
Fax	+81-50-3807-0122
E-mail	Shizuka.Sayama@sony.com
URL (optional)	
Identification of ATSC Specification Document relevant to the Disclosure Statement:	
Number	A/300, A/321, A/322, A/327, A/330, A/331, A/332, A/333, A/335, A/336, A/337, A/338, A/341, A/342 Part3, A/343, A/344
Title	ATSC 3.0 System (A/300), System Discovery and Signaling (A/321), Physical Layer Protocol (A/322), Link-Layer Protocol (A/330), Signaling, Delivery, Synchronization, and Error Protection (A/331), Service Announcement (A/332), Service Usage Reporting (A/333), Video Watermark Emission (A/335), Content Recovery in Redistribution Scenarios (A/336), Application Event Delivery (A/337), Companion Device (A/338), Video - HEVC (A/341), MPEG-H System (A/342 Part3), Captions and Subtitles (A/343), ATSC 3.0 interactive Content (A/344)

Licensing Declaration

If the Discloser is the holder of a patent and/or pending patent application that is the subject of an Essential Claim, i.e., the use of which it believes would be required to implement the identified ATSC Specification Document, the Discloser hereby declares, in accordance with the Statement on ATSC Patent Policy (see ATSC website), that (check one box only).

a. The Discloser agrees to make a license to the Essential Claim available without compensation upon request to all applicants for the purpose of implementing the Specification Document, which license may be conditioned upon license reciprocity with respect to the same Specification Document. Negotiations are left to the parties concerned and are performed outside of ATSC.

Mark here if the Discloser's willingness to license is conditioned on reciprocity for the above ATSC Standard.

✓ b. The Discloser agrees to make a license to the Essential Claim available upon request under reasonable and nondiscriminatory terms and conditions to all applicants for the purpose of implementing the Specification Document, which conditions may include license reciprocity with respect to the same Specification Document. Negotiations are left to the parties concerned and are performed outside of ATSC.

Mark here if the Discloser's willingness to license is conditioned on reciprocity for the above ATSC Standard.

c. The Discloser will not make a license to the Essential Claim under reasonable and nondiscriminatory terms and conditions to applicants for the purpose of implementing the Specification Document.

Without Compensation: The phrase "without compensation" does not mean that the Discloser is waiving all of its rights with respect to each patent or patent application that is the subject matter of the Essential Claim. Rather, "without compensation" refers to the issue of monetary compensation; *i.e.*, that the Discloser 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 Discloser in this situation is committing to not charging any monetary amount, the Discloser is still entitled to require that the implementer of the ATSC Specification 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 Discloser shall only be required to license any prospective licensee under the stated terms (without compensation or under reasonable and nondiscriminatory terms and conditions) if such prospective licensee will commit to license its patent(s) or patent application(s) forming the subject matter of an Essential Claim under similar (without compensation or under reasonable and nondiscriminatory) terms and conditions.

Disclosure of Patents

In accordance with Sections 3 and 4 of the ATSC Patent Policy, please identify each patent or patent application forming the subject matter of any Potential Claim of which any Representative of the Discloser who is active in an ATSC technology group or specialist group has actual personal knowledge. The Discloser, in good faith, believes that the Potential Claim may be relevant to the implementation of the Specification Document identified by this Disclosure Statement.

N o.	Patent / Application No. and Country	Patent / Application Holder	Status [granted/ pending]
1	US-8885761	Sony Corporation	Granted
2	US-9106494	Sony Corporation	Granted
3	US-9300515	Saturn Licensing LLC	Granted
4	US-9722836	Saturn Licensing LLC	Granted
5	US-10044540	Saturn Licensing LLC	Granted
6	US-10333753	Saturn Licensing LLC	Granted
7	KR-10-1459153	Sony Corporation	Granted
8	KR-10-1459154	Sony Corporation	Granted
9	US-8155178	Sony Corporation	Granted
10	US-RE46550	Saturn Licensing LLC	Granted
11	US-RE48147	Saturn Licensing LLC	Granted
12	KR-10-1463623	Sony Corporation	Granted
13	KR-10-1463625	Sony Corporation	Granted
14	KR-10-1464760	Sony Corporation	Granted
15	KR-10-1520965	Sony Corporation	Granted
16	US-8891692	Saturn Licensing LLC	Granted
17	US-9100251	Sony Corporation	Granted
18	US-9722835	Saturn Licensing LLC	Granted
19	US-10020970	Saturn Licensing LLC	Granted
20	US-8619890	Sony Corporation	Granted
21	US-8891691	Sony Corporation	Granted

22	US-9054927	Sony Corporation	Granted
23	US-9338043	Sony Corporation	Granted
24	US-10164743	Sony Corporation	Granted
25	US-10541844	Sony Corporation	Granted
26	US-10965506	Sony Corporation	Granted
27	KR-10-1459151	Sony Corporation	Granted
28	KR-10-1463624	Sony Corporation	Granted
29	KR-10-1459152	Sony Corporation	Granted
30	KR-10-1518510	Sony Corporation	Granted
31	US-8179955	Sony Corporation	Granted
32	US-8351541	Sony Corporation	Granted
33	US-8489956	Saturn Licensing LLC	Granted
34	US-10084571	Saturn Licensing LLC	Granted
35	US-10778372	Saturn Licensing LLC	Granted
36	US-9325448	Saturn Licensing LLC	Granted
37	US-10250358	Saturn Licensing LLC	Granted
38	US-9444582	Saturn Licensing LLC	Granted
39	US 15/391419	Saturn Licensing LLC	Pending
40	US-10244287	Saturn Licensing LLC	Granted
41	US-9660839	Saturn Licensing LLC	Granted
42	US-10951370	Saturn Licensing LLC	Granted
43	US-10958986	Saturn Licensing LLC	Granted
44	US-10491965	Saturn Licensing LLC	Granted
45	US-9998801	Saturn Licensing LLC	Granted
46	US-10659275	Saturn Licensing LLC	Granted
47	US-10530389	Saturn Licensing LLC	Granted
48	US-9503297	Saturn Licensing LLC	Granted
49	US-10075320	Saturn Licensing LLC	Granted

50	US-10637708	Saturn Licensing LLC	Granted
51	KR-10-1790604	Sony Corporation	Granted
52	KR-10-1925349	Sony Corporation	Granted
53	US-10135656	Saturn Licensing LLC	Granted
54	US-10666483	Saturn Licensing LLC	Granted
55	US-10887140	Saturn Licensing LLC	Granted
56	US-10708101	Saturn Licensing LLC	Granted
57	KR-10-1774131	Sony Corporation	Granted
58	US-9742607	Saturn Licensing LLC	Granted
59	KR-10-2023558	Saturn Licensing LLC	Granted
60	KR-10-2113964	Saturn Licensing LLC	Granted
61	US-10432225	Saturn Licensing LLC	Granted
62	KR-10-2040448	Saturn Licensing LLC	Granted
63	US-10516769	Saturn Licensing LLC	Granted
64	US-10582237	Saturn Licensing LLC	Granted
65	KR-10-2113942	Saturn Licensing LLC	Granted
66	US-10320416	Saturn Licensing LLC	Granted
67	US-10972128	Saturn Licensing LLC	Granted
68	KR-10-2113943	Saturn Licensing LLC	Granted
69	US-10951241	Saturn Licensing LLC	Granted
70	US-10277257	Saturn Licensing LLC	Granted
71	US-10448087	Saturn Licensing LLC	Granted
72	US-10362076	Saturn Licensing LLC	Granted
73	US-10567455	Saturn Licensing LLC	Granted
74	US-10484747	Saturn Licensing LLC	Granted
75	US-9998798	Saturn Licensing LLC	Granted
76	US-10623827	Saturn Licensing LLC	Granted
77	US-10425688	Saturn Licensing LLC	Granted

78	US 16/539816	Saturn Licensing LLC	Pending
79	KR-10-2123208	Sony Corporation	Granted
80	US-10623463	Saturn Licensing LLC	Granted
81	KR-10-1716607	Sony Corporation	Granted
82	KR-10-2023155	Saturn Licensing LLC	Granted
83	US-10425112	Saturn Licensing LLC	Granted
84	KR-10-2027462	Saturn Licensing LLC	Granted
85	KR-10-2023652	Saturn Licensing LLC	Granted
86	KR-10-2023578	Saturn Licensing LLC	Granted
87	KR-10-2114332	Saturn Licensing LLC	Granted
88	KR-10-2114235	Saturn Licensing LLC	Granted
89	KR-10-2114231	Saturn Licensing LLC	Granted
90	US-10411741	Saturn Licensing LLC	Granted
91	KR-10-2021954	Saturn Licensing LLC	Granted
92	KR-10-2023300	Saturn Licensing LLC	Granted
93	US-10680650	Saturn Licensing LLC	Granted
94	US-10193571	Saturn Licensing LLC	Granted
95	KR-10-2023299	Saturn Licensing LLC	Granted
96	US-10707903	Saturn Licensing LLC	Granted
97	KR-10-2022212	Saturn Licensing LLC	Granted
98	KR-10-2062378	Saturn Licensing LLC	Granted
99	KR-10-2113965	Saturn Licensing LLC	Granted
100	US-10659080	Saturn Licensing LLC	Granted
101	US-10250425	Saturn Licensing LLC	Granted
102	US-10560300	Saturn Licensing LLC	Granted
103	US-10291353	Saturn Licensing LLC	Granted
104	US-10110352	Saturn Licensing LLC	Granted
105	US-10333759	Saturn Licensing LLC	Granted

106	US-10404405	Saturn Licensing LLC	Granted
107	US 16/122191	Saturn Licensing LLC	Pending
108	US-10177789	Saturn Licensing LLC	Granted
109	US-9520900	Saturn Licensing LLC	Granted
110	US-9906396	Saturn Licensing LLC	Granted
111	US-9813279	Saturn Licensing LLC	Granted
112	US-10091045	Saturn Licensing LLC	Granted
113	US-10326635	Saturn Licensing LLC	Granted
114	US-10868706	Saturn Licensing LLC	Granted
115	US-10476527	Saturn Licensing LLC	Granted
116	US 16/566144	Saturn Licensing LLC	Pending
117	US 16/566195	Saturn Licensing LLC	Pending
118	US-10454501	Saturn Licensing LLC	Granted
119	US-10680649	Saturn Licensing LLC	Granted
120	US-10686470	Saturn Licensing LLC	Granted
121	US-10425103	Saturn Licensing LLC	Granted
122	US-10944431	Saturn Licensing LLC	Granted
123	US-10396824	Saturn Licensing LLC	Granted
124	US-10771175	Saturn Licensing LLC	Granted
125	US-10462768	Saturn Licensing LLC	Granted
126	US-10979776	Saturn Licensing LLC	Granted
127	US-10491934	Saturn Licensing LLC	Granted
128	US-10979780	Saturn Licensing LLC	Granted
129	US 16/679925	Saturn Licensing LLC	Pending
130	US-10356592	Saturn Licensing LLC	Granted
131	KR-10-1760445	Sony Corporation	Granted
132	KR-10-1997413	Sony Corporation	Granted
133	KR-10-2113713	Sony Corporation	Granted

134	KR-10-1839713	Sony Corporation	Granted
135	US-10404507	Saturn Licensing LLC	Granted
136	US-9520966	Saturn Licensing LLC	Granted
137	US-9887807	Saturn Licensing LLC	Granted
138	US-10326557	Saturn Licensing LLC	Granted
139	US-10756938	Saturn Licensing LLC	Granted
140	US 15/944587	Saturn Licensing LLC	Pending
141	US-10574375	Saturn Licensing LLC	Granted
142	US-9912986	Saturn Licensing LLC	Granted
143	US-9756401	Saturn Licensing LLC	Granted
144	US-10805694	Saturn Licensing LLC	Granted
145	US-10979163	Saturn Licensing LLC	Granted
146	US-10516497	Saturn Licensing LLC	Granted
147	US-10153866	Saturn Licensing LLC	Granted
148	US-10536241	Saturn Licensing LLC	Granted
149	US 16/588191	Saturn Licensing LLC	Pending
150	US-10432680	Saturn Licensing LLC	Granted
151	US 16/576372	Saturn Licensing LLC	Pending
152	US-9590782	Saturn Licensing LLC	Granted
153	US-10355900	Saturn Licensing LLC	Granted
154	US-10887144	Saturn Licensing LLC	Granted
155	US-10785525	Saturn Licensing LLC	Granted
156	US-10510241	Saturn Licensing LLC	Granted
157	US-10750221	Saturn Licensing LLC	Granted
158	US-10798439	Saturn Licensing LLC	Granted
159	US-10789165	Saturn Licensing LLC	Granted
160	US 15/765861	Saturn Licensing LLC	Pending
161	US-10986397	Saturn Licensing LLC	Granted

162	US-10965396	Saturn Licensing LLC	Granted
163	US-10256942	Saturn Licensing LLC	Granted
164	US-10469220	Saturn Licensing LLC	Granted
165	US-10911194	Saturn Licensing LLC	Granted
166	US-10917475	Saturn Licensing LLC	Granted
167	US-9954704	Saturn Licensing LLC	Granted
168	US-10911276	Saturn Licensing LLC	Granted
169	US-10805028	Saturn Licensing LLC	Granted
170	US-10728611	Saturn Licensing LLC	Granted
171	US-10237597	Saturn Licensing LLC	Granted
172	US-10602209	Saturn Licensing LLC	Granted
173	KR-10-2102349	Sony Corporation	Granted
174	KR-10-2052684	Sony Corporation	Granted
175	US-10455243	Sony Corporation	Granted
176	US-10743082	Sony Corporation	Granted
177	US-10547701	Sony Corporation	Granted
178	US-10462502	Sony Corporation	Granted
179	US-10304467	Sony Corporation	Granted
180	US-10708671	Sony Corporation	Granted
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Disclosure of Information

In accordance with Sections 3 and 4 of the ATSC Patent Policy, if the Discloser has made a licensing declaration under paragraph (c) above, please provide the following information;

- an identification of each patent or patent application that is the subject matter of the Essential Claim;
- an identification of specific section(s) or text of the Specification Document that are relevant to the Essential Claim; and
- an identification of each patent or patent application claim covering the Specification Document.

This information is informal in nature and does not constitute a legal opinion, but should be based on "good faith and belief" of the Discloser. Information provided in this section does not represent a formal "notice" that implementation of any resulting ATSC Standard or Recommended Practice would infringe any patent or patent application for the Essential Claim.

Completed By:	Shizuka Sayama
Name of Participant	Sony Group Corporation
Name of Representative	Shizuka Sayama
Title of Representative	General Manager
Signature	
Place, Date	Tokyo, May 28, 2021