



Annex 2



Statement and Licensing Declaration for CEN and CENELEC Deliverable

**on Essential Patents and other statutory Intellectual Property Rights based
on inventions**

This declaration does not represent an actual grant of a licence

Please return to the relevant organisation(s) as instructed below per document type by email at production@cencenelec.eu and by post:

CEN deliverable: Director Standards
CEN
Rue de la Science, 23
B – 1040 Brussels
Belgium

CENELEC deliverable: Director Standards
CENELEC
Rue de la Science, 23
B – 1040 Brussels
Belgium

Patent, or other Intellectual Property Right (IPR) holder:

Legal Name _____

Contact for licence application:

Name & Department _____

Address _____

Tel. _____

Fax _____

E-mail _____

URL (optional) _____

Document type:

CEN deliverable (*) **CENELEC deliverable (*)**

(please return the form to the relevant organisation)

Dual logo CEN/CENELEC deliverable (*)

(for CEN/CENELEC deliverables, please return the form to both CEN and CENELEC)

(*)Number, _____

and/or

(*)Title _____

and

(*)Relevant clause(s) of the deliverable: _____

Licensing declaration:

The patent or other IPR holder believes that it holds granted and/or pending applications for intellectual property rights such as Patents, utility models or semiconductor topographies, the use of which would be *essential* to implement the above document and hereby declares, in accordance with the Common Patent Policy adopted by CEN and CENELEC, that (check one box only):

1. The patent (or other IPR) holder is prepared to grant an irrevocable free of charge, licence 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 CEN or CENELEC.

- 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 (or other IPR) holder is prepared to grant an irrevocable licence to an unrestricted number of applicants on a worldwide, non-discriminatory basis and on fair, 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 CEN or CENELEC.

- Also mark here if the patent holder's willingness to license is conditioned on reciprocity for the above document.

3. The patent (or other IPR) holder is unwilling to grant licences in accordance with provisions of either 1 or 2 above.

In this case, the following information is *requested* by CEN and CENELEC as part of this declaration:

- a. Granted patent number, patent application number (if pending), or registration number;
- b. An indication of which portions of the above document are affected;
- c. A description of the claims covering the above document.

Free of charge: it refers to monetary compensation; i.e. that the patent (or other IPR) 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 (or other IPR) holder in this situation is committing to not charging any monetary amount, the patent (or other IPR) holder is still entitled to require that the implementer of the above document sign a licence 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, indicates that the patent (or other IPR) 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.

Irrevocability: To the extent the patent remain essential for the CEN and/or CENELEC deliverable, the terms of licensing included in this Declaration Form are deemed to be irrevocable, so as to preserve clarity and transparency in the use of such Deliverable.

Assignment/transfer of Patent rights: Licensing declarations made pursuant option 1 or 2 of this Patent Declaration form shall be interpreted as encumbrances that bind all successors-in-interest as to the transferred Patents. While CEN and CENELEC recognize that this interpretation may not apply in all jurisdictions, the patent holder who transfers ownership of a patent that is subject to such licensing declaration shall include appropriate provisions in the relevant transfer documents to ensure that, as to such transferred patent, the licensing declaration is binding on the transferee and that the transferee will similarly include appropriate provisions in the event of future transfers with the goal of binding all successors-in-interest.

Patent Information

No.	Status [granted/pending]	Country	Granted Patent Number, Application Number (if pending) or Registration Number (please include link to relevant patent databases)	Title	Relevant ADR or court decision(s)
1					
2					
3					
4					
5					

Further information is provided on additional pages: yes - no

(check as appropriate)

The Patent or other IPR holder undertakes to inform CEN and/or CENELEC for any update or change of the above information. By signing this Declaration the Patent or other IPR holder agrees that the information therein will be made publicly available to the CEN-CENELEC list of patent declarations.

Signature:

Patent or other IPR Holder _____

Name of authorised person _____

Title of authorised person _____

Signature _____

Place, Date _____

(Form CEN-CENELEC Guide 8:2019)