

CHANGE 1
[IEEE SA Standards Board Operations Manual]
(Approved by ProCom: June 2022)
(Approved by SASB: June 2022)

IEEE SA Standards Board Operations Manual

7.2 Liaisons from organizations external to IEEE to Standards Committees/Subgroups

An organization external to IEEE may request to establish a liaison relationship from the organization external to IEEE to a Standards Committee/Subgroup as an information conduit and may provide information as part of the consensus building process.

7.2.1 Criteria for the establishment of a liaison

In order to establish a liaison relationship with a Standards Committee/Subgroup, the organization external to IEEE shall meet the following criteria:

- a) Have technical competence or expertise in the field of technology represented by the Standards Committee/Subgroup with which the liaison relationship is established
- b) Have a process for developing consensus on any input provided to the Standards Committee/Subgroup

7.2.2 Establishing a liaison with a Standards Committee

An organization external to IEEE may request to establish a liaison with a Standards Committee/Subgroup. The Standards Committee/Subgroup that receives the request shall determine whether to accept it and shall reply to the requesting organization.

Establishment of a liaison shall be communicated by the Standards Committee/Subgroup to the IEEE SA Program Manager.

7.2.3 Roles and responsibilities of a liaison coordinator

Liaison coordinators may attend and participate in Standards Committee/Subgroup meetings. If a meeting fee is being charged, the liaison coordinator is responsible for paying the fee.

While participating in IEEE standards development activities, all participants shall act in accordance with all applicable laws (nation-based and international), the IEEE Code of Conduct, the IEEE Code of Ethics, the *IEEE SA Standards Board Bylaws* (see *IEEE SA Standards Board Bylaws* subclause 5.2.1 on “Participation in IEEE standards development”), and the *IEEE SA Standards Board Operations Manual*.

Liaison coordinators cannot attain voting rights in the name of the organization external to IEEE.

7.2.4 Technical contributions

If a liaison organization external to IEEE makes a technical Contribution to an IEEE draft standard, the liaison organization thereby agrees to comply with IEEE SA’s policies and procedures related to Contributions (e.g., the IEEE SA Copyright Policy, outlined in Clause 7 of the *IEEE SA Standards Board Bylaws* and subclause 6.1 of the *IEEE SA Standards Board Operations Manual*; the IEEE SA Patent Policy in regards to disclosure of potential essential patent holders, outlined in Clause 6 of the *IEEE SA Standards Board Bylaws* and subclause 6.3 of the *IEEE SA Standards Board Operations Manual*).

If a liaison organization submits one of its copyrighted documents to a Standards Committee/Subgroup for coordination, the document shall not be considered to be a Contribution and shall not be used in any IEEE document without prior permission from the organization external to IEEE. Prior to distributing the organization's document, the Standards Committee/Subgroup shall reference the Working Group Draft Sharing List to determine if guidance is required from the IEEE SA Program Manager.

7.3 Annual review of liaison relationships

The Chair of the Standards Committee or the Chair of the Subgroup is responsible for reviewing the liaison relationship(s) annually with their respective group.

7.42.5 Termination of liaisons

Liaisons may be terminated by the Standards Committee/Subgroup at their discretion for reasons including, but not limited to, the following:

- a) All work is deemed to have been completed
- b) The organization external to IEEE has not been compliant with the permission terms associated with an IEEE Standards draft provided to them
- c) The relationship is determined to not be in the best interest of the Standards Committee/Subgroup, IEEE SA, or IEEE

CHANGE 2
[IEEE SA Standards Board Operations Manual]
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IEEE SA Standards Board Operations Manual

5.3.3 Standards development meetings

Standards development meetings are to be conducted consistent with the principles of fairness and openness, and without dominance.

The IEEE SA Individual method or Entity method participant behavior slide set, as applicable, shall be either presented at the beginning of every IEEE SA standards development meeting or distributed prior to the meeting along with the meeting agenda. If the slides are distributed with the meeting agenda, all meeting participants shall be informed at the beginning of the meeting that participant behavior shall comply with the outlined requirements. The presentation of the slides or the notice to meeting participants shall be documented in the minutes of the meeting.

Participants in a Working Group may include members and non-members when the requirements to gain membership are specified in Standards Committee or Working Group P & P. A 'meeting' includes any convening for which notice was required to be given or for which membership-credits or other participation rights are either earned or exercised. Meetings may be in-person or may be via electronic means, as appropriate.

While a Working Group may maintain its own list of participants to track membership status, the authoritative list of participants is maintained in an IEEE SA database. Each participant shall use a single IEEE Account [e.g., an account associated with a single SA participant identification number (PIN) within the myProject system] for voting in IEEE SA activities, participation in standards development, and to maintain their information in the database. If the participant is an IEEE or IEEE SA member, the account shall be the one that reflects that membership. Only those authorized to access and use IEEE's data, including personal data, from IEEE systems are permitted to do so, for the purposes intended, including to support the technical development work on the standard, and only in compliance with IEEE or IEEE SA Privacy and data privacy policies.

CHANGE 3

[IEEE Standards Association Operations Manual, IEEE SA Standards Board Bylaws, and IEEE SA Standards Board Operations Manual]

(Approved by ProCom: September 2022)

(Approved by SASB: October 2022)

(Approved by BOG: December 2022)

IEEE Standards Association Operations Manual

6.5 Position statements

As stated in the *IEEE Policies*, IEEE recognizes the need for public statements on topics within the scope and purposes of IEEE. The IEEE SA BOG shall be the sole organizational unit to approve position statements representing the IEEE Standards Association. The BOG may request that another IEEE organizational unit (as defined in Section 15 of the *IEEE Policies*) offer a position statement on a standards matter. The rules in Section 15 of the *IEEE Policies* shall be followed in developing position statements. In addition, the BOG will accept for review and action any position statement presented to it by another body for issuance as an IEEE SA position statement.

Any position statements representing the IEEE Standards Association shall be approved by either the IEEE SA BOG or the IEEE SA BOG ad-hoc council. The IEEE SA President shall determine if usage of the IEEE SA BOG ad-hoc council is warranted (see 4.3.4.1). Oversight for the preparation of IEEE SA position statements resides in the SPCC. The IEEE SA BOG may call upon such expertise as may be required to draft a position statement.

The Secretary of the IEEE SA BOG shall forward any approved IEEE Standards Association position statements to the target recipient of the position statement and to appropriate organizational units within IEEE. A consolidated listing of all such position statements shall be maintained on the IEEE Standards website.

IEEE SA volunteers and participants in IEEE standards activities are not permitted to state or in any way imply that they represent IEEE or IEEE SA in any public statements or political and legislative activity, including lobbying, unless authorized to do so. Volunteers shall comply with the *Guidelines Regarding Political and Legislative Activity by IEEE Standards Association (IEEE SA) Volunteers and Staff*.

IEEE SA Standards Board Bylaws

5.2.1.6 Official statements, and political and legislative activity

A statement, written or oral, that is not processed in accordance with subclause 5.1.3 of the *IEEE SA Standards Board Operations Manual* shall not be considered the official position of the IEEE Standards Association or any of its committees and shall not be considered to be, nor be relied upon as, a formal position of IEEE. At lectures, symposia, seminars, or educational courses, an individual presenting information on IEEE standards shall make it clear that his or her views should be considered the personal views of that individual rather than the formal position of IEEE.

IEEE SA volunteers and participants in IEEE standards activities are not permitted to state or in any way imply that they represent IEEE or IEEE SA in any public statements or political and legislative activity, including lobbying, unless authorized to do so. Volunteers shall comply with the *Guidelines Regarding Political and Legislative Activity by IEEE Standards Association (IEEE SA) Volunteers and Staff*.

IEEE SA Standards Board Operations Manual

5.1.3 Statements to external bodies, and political and legislative activity

Each Standards Committee shall have policies and procedures in place concerning the creation and handling of public statements prior to sending any such statements in any format to any body other than the IEEE Standards Association. These procedures should state a means for developing and approving Standards Committee statements and a methodology for presentation of those statements. These procedures shall also conform both to the IEEE SA procedures as administered by the IEEE SA Board of Governors (BOG) and set forth in subclause 6.5 of the *IEEE Standards Association Operations Manual* and to the rules in Section 15 of the *IEEE Policies*.

Each statement shall clearly identify the group creating this statement in its opening paragraph, and shall include in that paragraph, or a footnote thereto, the exact sentence that “this document solely represents the views of name of group and does not necessarily represent a position of either the IEEE or the IEEE Standards Association.” If the public statement addresses safety, that statement shall be reviewed and approved in writing by IEEE legal counsel prior to issuance.

Upon issuance of all such public statements, electronic copies shall be sent to the Secretary of the IEEE SA Standards Board and to the Secretary of the IEEE SA BOG.

If the Standards Committee wants to issue an entity position statement on standards that represents the viewpoint of the IEEE Standards Association, the rules in the *IEEE Standards Association Operations Manual* shall be followed. Approval from the IEEE SA BOG shall be obtained prior to a Standards Committee requesting another IEEE entity (as defined in Section 15 of the *IEEE Policies*) to offer a position statement on a standards matter.

IEEE SA volunteers and participants in IEEE standards activities are not permitted to state or in any way imply that they represent IEEE or IEEE SA in any public statements or political and legislative activity, including lobbying, unless authorized to do so. Volunteers shall comply with the *Guidelines Regarding Political and Legislative Activity by IEEE Standards Association (IEEE SA) Volunteers and Staff*.

CHANGE 4
[IEEE SA Standards Board Bylaws]
(Approved by BOG: September 2022)

IEEE SA Standards Board Bylaws

6 Patents

6.1 Definitions

The following terms, when capitalized, have the following meanings:

“*Accepted Letter of Assurance*” and “*Accepted LOA*” shall mean a Letter of Assurance that the IEEE-SA has determined is complete in all material respects and has been posted to the IEEE-SA web site.

“*Affiliate*” shall mean an entity that directly or indirectly, through one or more intermediaries, controls the Submitter or Applicant, is controlled by the Submitter or Applicant, or is under common control with the Submitter or Applicant. For the purposes of this definition, the term “control” and its derivatives, with respect to for-profit entities, means the legal, beneficial or equitable ownership, directly or indirectly, of more than fifty percent (50%) of the capital stock (or other ownership interest, if not a corporation) of an entity ordinarily having voting rights. “Control” and its derivatives, with respect to nonprofit entities, means the power to elect or appoint more than fifty percent (50%) of the Board of Directors of an entity.

“*Applicant*” shall mean any prospective licensee for Essential Patent Claims. “*Applicant*” shall include all of its Affiliates.

“*Blanket Letter of Assurance*” shall mean a Letter of Assurance that applies to all Essential Patent Claims for which a Submitter may currently or in the future (except as otherwise provided for in these Bylaws and in the *IEEE-SA Standards Board Operations Manual*) have the ability to license.

“*Compliant Implementation*” shall mean any product (e.g., component, sub-assembly, or end-product) or service that conforms to any mandatory or optional portion of a normative clause of an IEEE Standard.

“*Enabling Technology*” shall mean any technology that may be necessary to make or use any product or portion thereof that complies with the IEEE Standard but is neither explicitly required by nor expressly set forth in the IEEE Standard (e.g., semiconductor manufacturing technology, compiler technology, object-oriented technology, basic operating system technology, and the like).

“*Essential Patent Claim*” shall mean any Patent Claim the practice of which was necessary to implement either a mandatory or optional portion of a normative clause of the IEEE Standard when, at the time of the IEEE Standard’s approval, there was no commercially and technically feasible non-infringing alternative implementation method for such mandatory or optional portion of the normative clause. An Essential Patent Claim does not include any Patent Claim that was essential only for Enabling Technology or any claim other than that set forth above even if contained in the same patent as the Essential Patent Claim.

“*Letter of Assurance*” and “*LOA*” shall mean a document, including any attachments, stating the Submitter’s position regarding ownership, enforcement, or licensing of Essential Patent Claims for a specifically referenced IEEE Standard, submitted in a form acceptable to the IEEE-SA.

“*Patent Claim(s)*” shall mean one or more claims in issued patent(s) or pending patent application(s).

“*Prohibitive Order*” shall mean an interim or permanent injunction, exclusion order, or similar adjudicative directive that limits or prevents making, having made, using, selling, offering to sell, or importing a Compliant Implementation.

“*Reasonable and Good Faith Inquiry*” includes, but is not limited to, a Submitter using reasonable efforts to identify and contact those individuals who are from, employed by, or otherwise represent the Submitter and who are known to the Submitter to be current or past participants in the development process of the [Proposed] IEEE Standard identified in a Letter of Assurance, including, but not limited to, participation in a Standards Association Ballot or Working Group. If the Submitter did not or does not have any participants, then a Reasonable and Good Faith Inquiry may include, but is not limited to, the Submitter using reasonable efforts to contact individuals who are from, employed by, or represent the Submitter and who the Submitter believes are most likely to have knowledge about the technology covered by the [Proposed] IEEE Standard.

“*Reasonable Rate*” shall mean appropriate compensation to the patent holder for the practice of an Essential Patent Claim excluding the value, if any, resulting from the inclusion of that Essential Patent Claim’s technology in the IEEE Standard. ~~In addition, determination of such Reasonable Rates should include, but need not be limited to, the consideration of:~~

Some optional considerations for determination of Reasonable Rates are:

- The value that the functionality of the claimed invention or inventive feature within the Essential Patent Claim contributes to the value of the relevant functionality of the smallest saleable Compliant Implementation that practices the Essential Patent Claim or to another appropriate value level of the Compliant Implementation.
- The value that the Essential Patent Claim contributes to the smallest saleable Compliant Implementation or to another appropriate value level of the Compliant Implementation that practices that Essential Patent Claim, in light of the value contributed by all Essential Patent Claims for the same IEEE Standard practiced in that Compliant Implementation.
- Existing licenses covering use of the Essential Patent Claim, where such licenses were not obtained under the explicit or implicit threat of a Prohibitive Order, and where the circumstances and resulting licenses are otherwise sufficiently comparable to the circumstances of the contemplated license.

“*Reciprocal Licensing*” shall mean that the Submitter of an LOA has conditioned its granting of a license for its Essential Patent Claims upon the Applicant’s agreement to grant a license to the Submitter with Reasonable Rates and other reasonable licensing terms and conditions to the Applicant’s Essential Patent Claims, if any, for the referenced IEEE Standard, including any amendments, corrigenda, editions, and revisions. If an LOA references an amendment or corrigendum, the scope of reciprocity includes the base IEEE Standard and its amendments, corrigenda, editions, and revisions.

“*Statement of Encumbrance*” shall mean a specific reference to an Accepted LOA or a general statement in the transfer or assignment agreement that the Patent Claim(s) being transferred or assigned are subject to any encumbrances that may exist as of the effective date of such agreement. An Accepted LOA is an encumbrance.

“*Submitter*” shall mean an individual or an organization that provides a completed Letter of Assurance. A Submitter may or may not hold Essential Patent Claims. “*Submitter*” shall include all of its Affiliates unless specifically and permissibly excluded.

6.2 Policy

IEEE standards may be drafted in terms that include the use of Essential Patent Claims. If the IEEE receives notice that a [Proposed] IEEE Standard may require the use of a potential Essential Patent Claim, the IEEE shall request

licensing assurance, on the IEEE-SA Standards Board approved Letter of Assurance form, from the patent holder or patent applicant. The IEEE shall request this assurance without coercion.

The Submitter of a Letter of Assurance may, after Reasonable and Good Faith Inquiry, indicate it is not aware of any Patent Claims that the Submitter may own, control, or have the ability to license that might be or become Essential Patent Claims. If the patent holder or patent applicant provides an LOA, it should do so as soon as reasonably feasible in the standards development process once the PAR is approved by the IEEE-SA Standards Board. This LOA should be provided prior to the Standards Board's approval of the standard. An asserted potential Essential Patent Claim for which licensing assurance cannot be obtained (e.g., an LOA is not provided or the LOA indicates that licensing assurance is not being provided) shall be referred to the Patent Committee.

The licensing assurance shall be either:

- a) A general disclaimer to the effect that the Submitter without conditions will not enforce any present or future Essential Patent Claims against any person or entity making, having made, using, selling, offering to sell, or importing any Compliant Implementation that practices the Essential Patent Claims for use in conforming with the IEEE Standard; or,
- b) A statement that the Submitter will make available a license for Essential Patent Claims to an unrestricted number of Applicants on a worldwide basis without compensation or under Reasonable Rates, with other reasonable terms and conditions that are demonstrably free of any unfair discrimination to make, have made, use, sell, offer to sell, or import any Compliant Implementation that practices the Essential Patent Claims for use in conforming with the IEEE Standard. An Accepted LOA that contains such a statement signifies that reasonable terms and conditions, including without compensation or under Reasonable Rates, are sufficient compensation for a license to use those Essential Patent Claims and precludes seeking, or seeking to enforce, a Prohibitive Order except as provided in this policy.

At its sole option, the Submitter may provide with its Letter of Assurance any of the following: (i) a not-to-exceed license fee or rate commitment, (ii) a sample license agreement, or (iii) one or more material licensing terms.

An Accepted Letter of Assurance shall apply to the Submitter, including its Affiliates. The Submitter, however, may specifically exclude certain Affiliates identified in the Letter of Assurance, except that a Submitter shall have no ability to exclude Affiliates if the Submitter has indicated Reciprocal Licensing on an Accepted Letter of Assurance.

The Submitter shall not condition a license on the Applicant's agreeing (a) to grant a license to any of the Applicant's Patent Claims that are not Essential Patent Claims for the referenced IEEE standard, or (b) to take a license for any of the Submitter's Patent Claims that are not Essential Patent Claims for the referenced IEEE standard.

On a Letter of Assurance, the Submitter may indicate a condition of Reciprocal Licensing. If an Applicant requires compensation under Reciprocal Licensing to its Essential Patent Claims, then a Submitter may require compensation for its Essential Patent Claims from that Applicant even if the Submitter has otherwise indicated that it would make licenses available without compensation.

The Submitter and all Affiliates (other than those Affiliates excluded in a Letter of Assurance) shall not, with the intent of circumventing or negating any of the representations and commitments made in the Accepted Letter of Assurance, assign or otherwise transfer any rights in any Essential Patent Claims that they hold, control, or have the ability to license and for which licensing assurance was provided on the Accepted Letter of Assurance.

An Accepted Letter of Assurance is intended to be binding upon any and all assignees and transferees of any Essential Patent Claim covered by such LOA. The Submitter agrees (a) to provide notice of an Accepted Letter of Assurance either through a Statement of Encumbrance or by binding its assignee or transferee to the terms of such Letter of Assurance; and (b) to require its assignee or transferee to (i) agree to similarly provide such notice and (ii) to bind its assignees or transferees to agree to provide such notice as described in (a) and (b).

The Submitter and the Applicant should engage in good faith negotiations (if sought by either party) without unreasonable delay or may litigate or, with the parties' mutual agreement, arbitrate: over patent validity, enforceability, essentiality, or infringement; Reasonable Rates or other reasonable licensing terms and conditions; compensation for unpaid past royalties or a future royalty rate; any defenses or counterclaims; or any other related issues. The Submitter of an Accepted LOA who has committed to make available a license for one or more Essential Patent Claims agrees that it shall neither seek nor seek to enforce a Prohibitive Order based on such Essential Patent Claim(s) in a jurisdiction ~~unless the~~ against an implementer who is willing to negotiate in good faith for a license. Seeking further information upon initial notice of infringement or choosing to litigate or arbitrate over any of the foregoing issues, however, does not by itself mean that a party so choosing is unwilling to negotiate in good faith. ~~fails to participate in, or to comply with the outcome of, an adjudication, including an affirming first level appellate review, if sought by any party within applicable deadlines, in that jurisdiction by one or more courts that have the authority to: determine Reasonable Rates and other reasonable terms and conditions; adjudicate patent validity, enforceability, essentiality, and infringement; award monetary damages; and resolve any defenses and counterclaims.~~ In jurisdictions where the failure to request a Prohibitive Order in a pleading waives the right to seek a Prohibitive Order at a later time, a Submitter may conditionally plead the right to seek a Prohibitive Order to preserve its right to do so later, if and when this policy's conditions for seeking, or seeking to enforce, a Prohibitive Order are met.

Nothing in this policy shall preclude a Submitter and an implementer from agreeing to arbitrate over patent validity, enforceability, essentiality, or infringement; Reasonable Rates or other reasonable licensing terms and conditions; compensation for unpaid past royalties or a future royalty rate; any defenses or counterclaims; reciprocal obligations; or any other issues that the parties choose to arbitrate.

Nothing in this policy shall preclude a licensor and licensee from voluntarily negotiating any license under terms mutually agreeable to both parties.

If a Submitter becomes aware of additional Patent Claim(s) that are not already covered by an Accepted Letter of Assurance, that are owned, controlled, or licensable by the Submitter, and that may be or become Essential Patent Claim(s) for the same IEEE Standard, then such Submitter shall submit a Letter of Assurance stating its position regarding enforcement or licensing of such Patent Claims. For the purposes of this commitment, the Submitter is deemed to be aware if any of the following individuals who are from, employed by, or otherwise represent the Submitter have personal knowledge of additional potential Essential Patent Claims, owned or controlled by the Submitter, related to a [Proposed] IEEE Standard and not already the subject of a previously Accepted Letter of Assurance: (a) past or present participants in the development of the [Proposed] IEEE Standard, or (b) the individual executing the previously Accepted Letter of Assurance.

A Letter of Assurance is irrevocable once submitted and accepted and shall apply, at a minimum, from the date of the standard's approval to the date of the standard's transfer to inactive status.

Copies of an Accepted Letter of Assurance may be provided to participants in a standards development meeting. Discussion of essentiality, interpretation, or validity of Patent Claims is prohibited during IEEE-SA standards-development meetings or other duly authorized IEEE-SA standards-development technical activities. IEEE-SA shall provide procedures stating when and the extent to which patent licensing terms may be discussed (see subclause 5.3.10 of the *IEEE-SA Standards Board Operations Manual*).

The IEEE is not responsible for

1. Identifying Essential Patent Claims for which a license may be required;
2. Determining the validity, essentiality, or interpretation of Patent Claims;
3. Determining whether any licensing terms or conditions provided in connection with submission of a Letter of Assurance, if any, or in any licensing agreements are reasonable or non-discriminatory; or,
4. Determining whether an implementation is a Compliant Implementation.

Nothing in this policy shall be interpreted as giving rise to a duty to conduct a patent search. No license is implied by the submission of a Letter of Assurance.

In order for IEEE's patent policy to function efficiently, individuals participating in the standards development process: (a) shall inform the IEEE (or cause the IEEE to be informed) of the holder of any potential Essential Patent Claims of which they are personally aware and that are not already the subject of an Accepted Letter of Assurance, that are owned or controlled by the participant or the entity the participant is from, employed by, or otherwise represents; and (b) should inform the IEEE (or cause the IEEE to be informed) of any other holders of potential Essential Patent Claims that are not already the subject of an Accepted Letter of Assurance.

CHANGE 5
[IEEE SA Standards Board Operations Manual]
(Approved by SASB: February 2023)
Implemented on 01 March 2023

IEEE SA Standards Board Operations Manual

5.1.1 Responsibilities of the Standards Committee

The Standards Committee shall be responsible for the development and coordination of the standards project, and for supervising the standards project from inception to completion. The Standards Committee also shall be responsible for the maintenance of standards after their approval by the IEEE SA Standards Board. As part of this responsibility, each Standards Committee shall operate in accordance with a written set of policies and procedures (P & P) that have been accepted by the IEEE SA Standards Board. Such P & P shall not be in conflict with the *IEEE SA Standards Board Operations Manual*. Standards Committees should note that there are model operating procedures (e.g., individual, entity, etc.) available for use by the Standards Committee. All Standards Committee Officers shall successfully complete ~~i) the IEEE SA Standards Working Group Chair Fundamentals training and ii) the Understanding IEEE SA's Antitrust, Competition, and Commercial Terms Policies~~ all training as required by the IEEE SA Standards Board for Standards Committee Officers prior to or within 60 days of appointment, or as assigned.

If a Standards Committee's P & P has been in force for five years and the Standards Committee determines that its standards activities should remain active, the Standards Committee shall submit its P & P, or an extension request, to the AudCom Administrator. AudCom will make a recommendation to the IEEE SA Standards Board whether or not to accept its P & P or the extension. An extension request may be granted for one or more years.

If the Standards Committee does not submit its Standards Committee P & P or an extension request, and the P & P has reached the deadline authorized in the P & P approval letter or a previous extension approval letter, the Standards Committee P & P shall be subject to administrative withdrawal.

In the case of a Standards Committee that is a committee of an IEEE Society, the Society may develop a common set of P & P for standards development that is applicable to all Standards Committees in that Society. Individual Standards Committees within the Society may have specific P & Ps in addition, but these shall not be in conflict with the Society P & P. The P & P for the Standards Committee shall define the process by which the Standards Committee handles appeals (see subclause 5.4 of the *IEEE SA Standards Board Bylaws* and 5.8).

5.1.2 Duties of the Standards Committee

5.1.2.1 Mandatory requirements

Supervision of a standards project by the Standards Committee includes the following mandatory requirements:

- a) Submit a properly completed Project Authorization Request (PAR) for IEEE SA Standards Board approval within six months of the first decision to initiate the project. Forms and information may be obtained from the NesCom Administrator (see 5.2).
- b) After approval of the project, work with the IEEE Standards Department Staff to give notice of the project in appropriate publications and to appropriate entities, for the purpose of soliciting an expression of interest in the work of the Standards Committee.
- c) Ensure that mandatory coordination requirements are accomplished (see 4.2.3.2 and 5.4.4).
- d) Organize the technical development work on the standard.

- e) Access and use IEEE's data, including personal data, from IEEE systems for the purposes intended, including to support the technical development work on the standard, and only in compliance with IEEE or IEEE SA Privacy and data privacy policies.
- f) Notify persons who have expressed interest in the time and the place of meetings as specified in the P & P of the Standards Committee (see 5.1.1).
- g) Ensure that all meetings involving standards are open to all interested parties.
- h) Ensure that the provision regarding the participant behavior slide set (see 5.3.3), the IEEE SA Copyright slide (see 6.1), and a call for patents in accordance with 6.3.2, are followed for all meetings involving standards.
- i) Conduct the Standards Association ballot and IEEE Public Review in accordance with these procedures (see 5.4).
- j) Submit the proposed standard together with the submittal form to the IEEE SA Standards Board.
- k) Submit annually to IEEE SA Staff an electronic list of persons participating in standards projects during the prior year.
- l) Without exception, the Standards Committee shall ensure the submission of an annual financial report(s) for the operation of the Standards Committee and all of its standards development subgroups (e.g., working groups, task groups). Those groups operating without treasury are required to submit an annual declaration thereof via the report (see 5.3.6).
- m) Monitor standards developing committees and duly authorized IEEE SA activities for signs of dominance by any single interest category, individual(s), or organization(s). If dominance is suspected, the Standards Committee shall immediately notify the Secretary of the IEEE SA Standards Board of the suspected dominance and may recommend corrective action(s) to the IEEE SA Standards Board beyond the default corrective action noted in *IEEE SA Standards Board Bylaws* subclause 5.2.1.3.
- n) If a Working Group (WG) was created for technical development work on a standard, ensure that a written set of WG policies and procedures (P & P) is created and approved by the Standards Committee. Such P & P shall not be in conflict with the *IEEE SA Standards Board Operations Manual*. Standards Committees should note that IEEE SA Standards Board maintains a baseline WG P & P, and may occasionally request to review a Standards Committee's WG P & P for alignment.
- o) Ensure that all Working Group Officers have successfully completed i) the IEEE SA Standards Working Group Chair Fundamentals training and ii) the Understanding IEEE SA's Antitrust, Competition, and Commercial Terms Policies all training as required by the IEEE SA Standards Board for Working Group Officers prior to or within 60 days of appointment, or as assigned.
- p) Upon request, provide the IEEE Standards Association Program Manager with full access to
 - i. All documents related to IEEE standards development activities including, but not limited to, the following:
 - Meeting minutes
 - Meeting agendas
 - Membership roster(s) and/or participant list(s) as described in the working group policies and procedures

- All Work Products, Contributions and/or presentations as defined in the IEEE SA Copyright Policy (see *IEEE SA Standards Board Bylaws*, clause 7)
 - Communications including, but not limited to, communications by the standards development group for the review of the draft and communications to external bodies
 - Appeals, dominance complaints, and other related materials
- ii. IEEE and non-IEEE document repositories used to store all documents related to IEEE standards development activities including, but not limited to, IEEE offered eTools and document storage tools
- iii. Email distribution lists including, but not limited to, IEEE ListServ and email aliases
- iv. Tools used by the standards development group not listed above

The time frame required for providing the requested information and/or access based on the requirements listed above shall be 20 days from the date of the request from the IEEE Standards Association Program Manager. Failure to respond may be cause for suspension of standards activities.

CHANGE 6
[IEEE SA Standards Board Operations Manual]
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IEEE SA Standards Board Operations Manual

6.3.6 Interaction of Accepted LOAs under different versions of the IEEE SA patent policy

Where there is one Submitter of an Accepted LOA under the version of the *IEEE SA Standards Board Bylaws* as they existed from 15 March 2015 through 31 December 2022 [“2015 Accepted LOA Submitter”] and another Submitter of an Accepted LOA for the same IEEE standard under either a subsequent policy or using the Custom LOA Form Dated 13 June 2019 – Limited [“Other Accepted LOA Submitter”], then in that specific circumstance, and except as otherwise not permitted by law, the 2015 Accepted LOA Submitter may choose to have its Accepted LOA governed by the same patent policy provisions as govern the Accepted LOA of the Other Accepted LOA Submitter with respect to the right to seek a Prohibitive Order against the Other Accepted LOA Submitter.