



QUALCOMM Incorporated

5775 Morehouse Drive  
San Diego, CA 92121-1714  
858-587-1121

[www.qualcomm.com](http://www.qualcomm.com)

December 23, 2015

Via Email and Federal Express

Attn: Daro Bruno  
ATSC  
1776 K STREET NW 8th FLOOR  
WASHINGTON, DC 20006-2304

Re: QUALCOMM Incorporated's IPR Declaration of December 23, 2015 for ATSC Candidate Standard: ATSC Working Draft: A/341, Video (S34-168r2).

Dear Sir,

Enclosed please find Qualcomm Incorporated's IPR Disclosure Statement and Licensing Declaration for ATSC Candidate Standard: ATSC Working Draft: A/341, Video (S34-168r2).

Please find attached a copy of Qualcomm Incorporated's LOA sent to ITU-T/ISO-IEC on 10/03/2012 for specification ISO/IEC 23008-2/ITU-T HEVC normatively referenced in ATSC specification ATSC Candidate Standard: ATSC Working Draft: A/341, Video (S34-168r2).

Please confirm receipt of this declaration at your earliest convenience via email to [ip.disclosure@qualcomm.com](mailto:ip.disclosure@qualcomm.com). If you have any questions or concerns, please contact me directly at 858-587-1121. Thank you for your time and assistance with this matter.

Sincerely,

A handwritten signature in black ink, appearing to read 'T. Rouse', with a long, sweeping underline.

Thomas R. Rouse  
VP, QTL Patent Counsel  
Qualcomm Incorporated

TR/jwn

# ATSC

## Disclosure Statement and Licensing Declaration

*This declaration does not represent an implied license grant*

**Please return to:**

President  
ATSC  
1750 K Street NW  
Suite 1200  
Washington, DC 20006  
202-872-9160 – Office  
202-872-9161 - Fax

**Discloser:**

**Name of Participant:** QUALCOMM Incorporated

**Contact Information for  
Participant's Representative:**

Thomas R. Rouse, VP, QTL Patent Counsel

**Name of Representative:**

Thomas R. Rouse, VP, QTL Patent Counsel

**Address:**

5775 Morehouse Drive, San Diego, CA 92121

**Tel. No.:**

858-587-1121

**Fax:**

858-658-2503

**Email:**

ip.disclosure@qualcomm.com

**URL (optional):**

www.qualcomm.com

**Identification of ATSC Specification Document relevant to the Disclosure Statement:**

**Number:**

**Title:** ATSC Working Draft: A/341, Video (S34-168r2).

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.

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:

Name of Participant: QUALCOMM Incorporated

Name of Representative: Thomas R. Rouse

Title of Representative: VP, QTL Patent Counsel

Signature: 

Place, Date: San Diego, CA Dec 23, 2015

PATENT STATEMENT AND LICENSING DECLARATION FORM FOR  
ITU-T OR ITU-R RECOMMENDATION | ISO OR IEC DELIVERABLE



**Patent Statement and Licensing Declaration  
for ITU-T or ITU-R Recommendation | ISO or 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 Varembe CH-1211 Geneva 20 Switzerland Fax: +41 22 919 0300 Email: inmail@iec.ch
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<b>Patent Holder:</b>	
Legal Name	QUALCOMM Incorporated
<b>Contact for license application:</b>	
Name	& Thomas R. Rouse, VP QTL Patent Counsel
Department	
Address	5775 Morehouse Drive San Diego, CA 92121
Tel.	858-587-1121
Fax	858-845-4122
E-mail	trouse@qualcomm.com
URL (optional)	www.qualcomm.com
<b>Document type:</b>	
<input checked="" type="checkbox"/> ITU-T Rec. (*) <input type="checkbox"/> ITU-R Rec. (*) <input checked="" type="checkbox"/> ISO Deliverable (*) <input checked="" type="checkbox"/> IEC Deliverable (*) (please return the form to the relevant Organization)	
<input checked="" type="checkbox"/> <b>Common text or twin text (ITU-T Rec.   ISO/IEC Deliverable (*))</b> (for common text or twin text, please return the form to each of the three Organizations: ITU-T, ISO, IEC)	
<input type="checkbox"/> <b>ISO/IEC Deliverable (*)</b> (for ISO/IEC Deliverables, please return the form to both ISO and IEC)	
(*)Number	ISO/IEC 23008-2 ITU-T HEVC
(*)Title	High Efficiency Video Coding

**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, 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 Patents 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 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 same above document sign a license agreement that contains other reasonable terms and conditions such as those relating to governing law, field of use, warranties, etc.

Reciprocity: 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 Patent(s) for implementation of the same above document Free of Charge or under reasonable terms and conditions.

Patent: The word "Patent" means those claims contained in and identified by patents, utility models and other similar statutory rights based on inventions (including applications for any of these) solely to the extent that any such claims are essential to the implementation of the same above document. Essential patents are patents that would be required to implement a specific Recommendation | Deliverable.

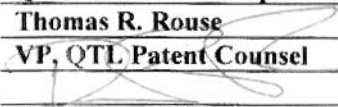
**Patent Information** (desired but not required for options 1 and 2; required in ITU for option 3 (NOTE))

No.	Status [granted/ pending]	Country	Granted Patent Number or Application Number (if pending)	Title
1				
2				
3				
4				
5				
6				
7				
8				
9				
10				

Check here if additional patent information is provided on additional pages.

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

**Signature (include on final page only):**

Patent Holder QUALCOMM Incorporated  
 Name of authorized person Thomas R. Rouse  
 Title of authorized person VP, QTL Patent Counsel  
 Signature   
 Place, Date San Diego, California, USA October 3, 2012

FORM: 23 April 2012