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	Electronics and Telecommunications Research Institute

Contact Information for Participant's Representative:

Name of Representative	Sihyung Kim
Address	218 Gajeongro, Yuseong-gu, Daejeon, 34129, KOREA
Tel.	+82-42-860-3839
Fax	
E-mail	greenfrog98@etri.re.kr
URL (optional)	www.etri.re.kr

Identification of ATSC Specification Document relevant to the Disclosure Statement:

Number	ATSC A/321, A/322, A/324, A/331
Title	A/321(System Discovery and Signaling), A/322(Physical Layer Protocol), A/324(Scheduler/Studio to Transmitter Link), A/331(Signaling, Delivery, Synchronization, and Error Protection)

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.

No.	Patent / Application No. and Country	Patent / Application Holder	Status [granted/ pending]
1	16/557528 US	ETRI	GRANTED
2	2019-0105825 KR	ETRI	GRANTED
3	2021-0152283 KR	ETRI	PENDING
4	18/049530 US	ETRI	GRANTED
5	2022-0091751 KR	ETRI	PENDING
6	18/297523 US	ETRI	PENDING
7	19/814043 US	ETRI	PENDING
8	2021-0037950 KR	ETRI	PENDING
9	2022-0028185 KR	ETRI	GRANTED
10	18/551978 US	ETRI	GRANTED
11	2023-0027557 KR	ETRI	GRANTED
12	2025-0202188 KR	ETRI	PENDING
13	18/177623 US	ETRI	PENDING
14	2024-0167203 KR	ETRI, Cleverlogic	PENDING
15	19/614963 US	ETRI	PENDING
16	2025-0019518 KR	ETRI	PENDING
17	19/619211 US	ETRI	PENDING
18	2025-0019502 KR	ETRI, KMOU	PENDING
19	2025-0012570 KR	ETRI	PENDING
20	19/619374 US	ETRI	PENDING
21	2025-0013990 KR	ETRI, KMOU	PENDING

22	19/619345 US	ETRI	PENDING
23	2025-0013323 KR	ETRI, Cleverlogic	PENDING
24	2025-0029940 KR	ETRI, Cleverlogic	PENDING
25	19/624942 US	ETRI	PENDING
26	2025-0029930 KR	ETRI	PENDING
27	2025-0025805 KR	ETRI, KMOU	PENDING
28	19/624946 US	ETRI	PENDING
29	2025-0029898 KR	ETRI	PENDING
30	19/625175 US	ETRI	PENDING
31	2025-0030492 KR	ETRI, Cleverlogic	PENDING
32	2025-0030481 KR	ETRI, KMOU	PENDING
33	2025-0034609 KR	ETRI, KMOU	PENDING
34	2025-0034631 KR	ETRI	PENDING
35	2025-0034656 KR	ETRI	PENDING
36	2025-0034646 KR	ETRI	PENDING
37	2025-0034625 KR	ETRI, Cleverlogic	PENDING
38	2025-0042165 KR	ETRI, KMOU	PENDING
39	PCT/KR2025/005190 PCT	ETRI	PENDING
40	2025-0046792 KR	ETRI	PENDING
41	2025-0043931 KR	ETRI, KMOU	PENDING
42	PCT/KR2025/005189 PCT	ETRI	PENDING
43	2025-0046798 KR	ETRI, Cleverlogic	PENDING
44	2025-0046781 KR	ETRI	PENDING
45	PCT/KR2025/005187 PCT	ETRI	PENDING
46	2025-0030474 KR	ETRI	PENDING
47	19/624944 US	ETRI	PENDING
48	2025-0084665 KR	ETRI	PENDING
49	PCT/KR2025/008932 PCT	ETRI	PENDING

50	2025-0059649 KR	ETRI	PENDING
51	PCT/KR2025/006229 PCT	ETRI	PENDING
52	2025-0059636 KR	ETRI, Cleverlogic	PENDING
53	2025-0052523 KR	ETRI, KMOU	PENDING
54	PCT/KR2025/095293 PCT	ETRI	PENDING
55	2025-0052532 KR	ETRI	PENDING
56	2025-0059184 KR	ETRI, KMOU	PENDING
57	PCT/KR2025/006161 PCT	ETRI	PENDING
58	2025-0067206 KR	ETRI	PENDING
59	PCT/KR2025/007052 PCT	ETRI	PENDING
60	2025-0067209 KR	ETRI, Cleverlogic	PENDING
61	2026-0011094 KR	ETRI	PENDING
62	2025-0149075 KR	ETRI	PENDING
63	PCT/KR2026/001218 PCT	ETRI	PENDING
64	2026-0025244 KR	ETRI	PENDING
65	PCT/KR2026/002414 PCT	ETRI	PENDING
66	2026-0025230 KR	ETRI	PENDING
67	2026-0072551 KR	ETRI, Cleverlogic	PENDING
68	PCT/KR2026/005564 PCT	ETRI	PENDING
69	2026-0073400 KR	ETRI, Cleverlogic	PENDING
70	PCT/KR2026/096271 PCT	ETRI	PENDING
71	2026-0073406 KR	ETRI, Cleverlogic	PENDING
72	2026-0029341 KR	ETRI	PENDING
73	PCT/KR2026/002757 PCT	ETRI	PENDING
74	2026-0029346 KR	ETRI, Cleverlogic	PENDING
75	2026-0059704 KR	ETRI, KMOU	PENDING
76	PCT/KR2026/095500 PCT	ETRI	PENDING
77	2025-0140392 KR	ETRI	PENDING

78	2026-0179206 KR	ETRI	PENDING
79	PCT/KR2026/014670 PCT	ETRI	PENDING
80	2026-0068486 KR	ETRI	PENDING
81	2026-0179220 KR	ETRI	PENDING
82	2025-0178536 KR	ETRI	PENDING
83	2025-0206911 KR	ETRI	PENDING
84	2025-0178486 KR	ETRI	PENDING
85	2025-0207548 KR	ETRI	PENDING
86	2026-0005221 KR	ETRI	PENDING
87	2026-0017219 KR	ETRI	PENDING
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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:	
Name of Participant	Electronics and Telecommunications Research Institute
Name of Representative	Jang Sik Choi
Title of Representative	Director of Intellectual Property Business Section
Signature	
Place, Date	Daejeon, Republic of Korea, October 23, 2026