

Intellectual Property Rights (IPR) Policy

[1. INTRODUCTION](#)

[2. DEFINITIONS](#)

[3. CONFIDENTIALITY](#)

[4. WG FORMATION](#)

[5. CONTRIBUTIONS](#)

[6. LIMITED PATENT COVENANT FOR SPECIFICATION DEVELOPMENT](#)

[7. FEEDBACK](#)

[8. DISCLOSURE](#)

[9. TYPES OF OBLIGATIONS](#)

[10. LICENSING REQUIREMENTS](#)

[11. WITHDRAWAL AND TERMINATION](#)

[12. LIMITATIONS OF LIABILITY](#)

[13. GENERAL](#)

[14. NOTICES](#)

[Appendix A. Feedback License](#)

[Appendix B. Copyright License Grant](#)

1. INTRODUCTION

The BloodPAC Intellectual Property Rights (IPR) Policy governs the treatment of intellectual property in the production of deliverables by BloodPAC (hereafter referred to as BloodPAC).

This Policy applies to all members of BloodPAC and their Affiliates (as defined below). The BloodPAC Board of Directors may amend this Policy at any time in its sole discretion. In the event of such change to this Policy, the Board will provide instructions for transition of membership and Working Groups to the new Policy; however, no amendment to this Policy will be effective in less than 60 calendar days from the date that written notice of such amendment is given to the Member at its address of record with BloodPAC.

2. DEFINITIONS

Each capitalized term within this document shall have the meaning provided below:

1. **Affiliate** - any entity that directly or indirectly controls, is controlled by, or is under common control with, another entity, so long as such control exists. In the event that such control ceases to exist, such Affiliate will be deemed to have withdrawn from BloodPAC pursuant to the terms set forth in the withdrawal provisions in Section 11. For purposes of this definition, with respect to a business entity, control means direct or indirect beneficial ownership of or the right to exercise (i) greater than fifty percent (50%) of the voting stock or equity in an entity; or (ii) greater than fifty percent (50%) of the ownership interest representing the right to make the decisions for the subject entity in the event that there is no voting stock or equity.
2. **Beneficiary** - any organization, including its Affiliates as defined in this Policy, or individual who benefits from the BloodPAC Non-Assertion Covenant with respect to Essential Claims from Obligated Parties for a particular BloodPAC Standards Final Deliverable. A Beneficiary need not be an BloodPAC member.
3. **Continuing Licensing or Non-Assertion Obligation** - a licensing or non-assertion obligation, of the types defined by Section 9 of this Policy, which survives a WG Party's withdrawal from an BloodPAC Working Group.
4. **Contribution** - any material submitted to an BloodPAC Working Group by a WG Member in writing or electronically, whether in an in-person meeting or in any electronic conference or mailing list maintained by BloodPAC for the BloodPAC Working Group and which is or was proposed for inclusion in an BloodPAC Deliverable.

5. **Contribution Obligation** - a licensing or non-assertion requirement, as described in Section 10 that results from making a Contribution as described in Section 9.1.
6. **Contributor** - a WG Party on whose behalf a Contribution is made by the WG Party's WG Member.
7. **Covered Product** - includes only those specific portions of a product (hardware, software or combinations thereof) that (a) implement and are compliant with all Normative Portions of an BloodPAC Standards Final Deliverable produced by a Non-Assertion Mode WG that must be implemented to comply with such deliverable, and (b) to the extent that the product implements one or more optional portions of such deliverable, those portions that implement and are compliant with all Normative Portions that must be implemented to comply with such optional portions of the deliverable.
8. **Eligible Person** - one of a class of individuals that include: persons holding individual memberships in BloodPAC, employees or designees of organizational members of BloodPAC, and such other persons as may be designated by the BloodPAC Board of Directors.
9. **Essential Claims** - those claims in any patent or patent application in any jurisdiction in the world that would necessarily be infringed by an implementation of those portions of a particular BloodPAC Standards Final Deliverable created within the scope of the WG charter in effect at the time such deliverable was developed. A claim is necessarily infringed hereunder only when it is not possible to avoid infringing it because there is no non-infringing alternative for implementing the Normative Portions of that particular BloodPAC Standards Final Deliverable. Existence of a non-infringing alternative shall be judged based on the state of the art at the time the BloodPAC Standards Final Deliverable is approved.
10. **Feedback** - any written or electronic input provided to an BloodPAC Working Group by individuals who are not WG Members and which is proposed for inclusion in an BloodPAC Deliverable. All such Feedback must be made under the terms of the Feedback License (Appendix A).
11. **Final Maintenance Deliverable** - Any BloodPAC Standards Final Deliverable that results entirely from Maintenance Activity.
12. **IPR Mode** - an element of an BloodPAC WG charter, which specifies the type of licenses or non-assertion covenants required for any Essential Claims associated with the output produced by a given Working Group. This is further described in Section 4.
13. **Licensed Products** - include only those specific portions of a Licensee's products (hardware, software or combinations thereof) that (a) implement and are compliant with all Normative Portions of an BloodPAC Standards Final Deliverable that must be implemented to comply with such deliverable, and (b) to the extent that the Licensee's products implement one or more optional portions of such deliverable, those portions of Licensee's products that implement and are compliant with all Normative Portions that must be implemented to comply with such optional portions of the deliverable.
14. **Licensee** - any organization, including its Affiliates as defined in this Policy, or individual that licenses Essential Claims from Obligated Parties for a particular BloodPAC Standards Final Deliverable. Licensees need not be BloodPAC members.
15. **Maintenance Activity** - Any drafting or development work to modify an BloodPAC Standards Final Deliverable that (a) constitutes only error corrections, bug fixes or editorial formatting changes to the BloodPAC Standards Final Deliverable; and (b) does not add any feature; and (c) is within the scope of the WG that approved the BloodPAC Standards Final Deliverable (whether or not the work is conducted by the same WG).
16. **Normative Portion** - a portion of an BloodPAC Standards Final Deliverable that must be implemented to comply with such deliverable. If such deliverable defines optional parts, Normative Portions include those portions of the optional part that must be implemented if the implementation is to comply with such optional part. Examples and/or reference implementations and other specifications or standards that were developed outside the WG and which are referenced in the body of a particular BloodPAC Standards Final Deliverable that may be included in such deliverable are not Normative Portions.
17. **Non-Assertion Mode WG** - an BloodPAC WG that is chartered under the Non-Assertion IPR Mode described in Section 4.

18. **BloodPAC Deliverable** - a work product developed by a Working Group within the scope of its charter which is enumerated in and developed in accordance with the BloodPAC Working Group Process.
19. **BloodPAC Standards Draft Deliverable** - an BloodPAC Deliverable that has been designated and approved by a Working Group as an BloodPAC Standards Draft Deliverable and which is enumerated in and developed in accordance with the BloodPAC Working Group Process.
20. **BloodPAC Standards Final Deliverable** - an BloodPAC Deliverable that has been designated and approved by a Working Group as an BloodPAC Standards Final Deliverable and which is enumerated in and developed in accordance with the BloodPAC Working Group Process.
21. **BloodPAC Party** - a member of BloodPAC (i.e., an entity that has executed an BloodPAC Membership Agreement) and its Affiliates.
22. **BloodPAC WG Administrator** - the person(s) appointed to represent BloodPAC in administrative matters relating to WGs as provided by the BloodPAC Working Group Process.
23. **BloodPAC Working Group (WG)** - a group of Eligible Persons formed, and whose actions are conducted, according to the provisions of the BloodPAC Working Group Process.
24. **BloodPAC Working Group Process** - the "BloodPAC OPEN WORKING GROUP PROCESS", as from time to time amended, which describes the operation of Working Groups at BloodPAC.
25. **Obligated Party** - a WG Party that incurs a licensing or non-assertion obligation for its Essential Claims by either a Contribution Obligation or a Participation Obligation.
26. **Participation Obligation** - a licensing or non-assertion requirement, as described in Section 10, that arises from membership in an BloodPAC Working Group, as described in Section 9.2.
27. **RAND Mode WG** - an BloodPAC WG that is chartered under the RAND IPR Mode described in Section 4.
28. **RF Mode WG** - an BloodPAC WG that is chartered under one of the RF IPR Modes described in Section 4.
29. **WG Member** - an Eligible Person who has completed the requirements to join a WG during the period in which s/he maintains his or her membership as described by the BloodPAC Working Group Process. A WG Member may represent the interests of a WG Party in the WG.
30. **WG Party** - an BloodPAC Party that is, or is represented by, a WG Member in the relevant Working Group.

3. CONFIDENTIALITY

Neither Contributions nor Feedback that are subject to any requirement of confidentiality may be considered in any part of the BloodPAC Working Group Process. All Contributions and Feedback will therefore be deemed to have been submitted on a non-confidential basis, notwithstanding any markings or representations to the contrary, and BloodPAC shall have no obligation to treat any such material as confidential.

4. WG FORMATION

At the time a WG is chartered, the proposal to form the WG must specify the IPR Mode under which the Working Group will operate. This Policy describes the following IPR Modes:

1. **RAND** - requires all Obligated Parties to license their Essential Claims using the RAND licensing elements described in Section 10.1.
2. **RF on RAND Terms** - requires all Obligated Parties to license their Essential Claims using the RF licensing elements described in Sections 10.2.1 and 10.2.2.
3. **RF on Limited Terms** - requires all Obligated Parties to license their Essential Claims using the RF licensing elements described in Sections 10.2.1 and 10.2.3.
4. **Non-Assertion** - requires all Obligated Parties to provide an BloodPAC Non-Assertion Covenant as described in Section 10.3.

A WG may not change its IPR Mode without closing and submitting a new charter.

5. CONTRIBUTIONS

5.1 General

At the time of submission of a Contribution for consideration by an BloodPAC Working Group, each named co-Contributor (and its respective Affiliates) is deemed to agree to the following terms and conditions and to make the following representations (based on the actual knowledge of the WG Member(s) making the Contribution, with respect to items 3 - 5 below, inclusive):

1. BloodPAC has no duty to publish or otherwise use or disseminate any Contribution.
2. BloodPAC may reference the name(s) of the Contributor(s) for the purpose of acknowledging and publishing the Contribution.
3. The Contribution properly identifies any holders of copyright interests in the Contribution.
4. No information in the Contribution is confidential, and BloodPAC may freely disclose any information in the Contribution.
5. There are no limits to the Contributor's ability to make the grants, acknowledgments, and agreements required by this Policy with respect to such Contribution.

5.2 Copyright Licenses

1. To the extent that a Contributor holds a copyright interest in its Contribution, such Contributor grants to BloodPAC a perpetual, irrevocable, non-exclusive, royalty-free, worldwide copyright license, with the right to directly and indirectly sublicense, to copy, publish, and distribute the Contribution in any way, and to prepare derivative works that are based on or incorporate all or part of the Contribution solely for the purpose of developing and promoting the BloodPAC Deliverable and enabling (subject to the rights of the owners of any Essential Claims) the implementation of the same by Licensees or Beneficiaries.
2. To the extent that a Contribution is subject to copyright by parties that are not Contributors, the submitter(s) must provide BloodPAC with a signed "Copyright License Grant" (Appendix B) from each such copyright owner whose permission would be required to permit BloodPAC to exercise the rights described in Appendix B.

5.3 Trademarks

1. Trademarks or service marks that are not owned by BloodPAC shall not be used by BloodPAC, except as approved by the BloodPAC Board of Directors, to refer to work conducted at BloodPAC, including the use in the name of an BloodPAC WG, an BloodPAC Deliverable, or incorporated into such work.
2. No BloodPAC Party may use an BloodPAC trademark or service mark in connection with an BloodPAC Deliverable or otherwise, except in compliance with such license and usage guidelines as BloodPAC may from time to time require.

6. LIMITED PATENT COVENANT FOR DELIVERABLE DEVELOPMENT

To permit WG Members and their WG Parties to develop implementations of BloodPAC Standards Draft Deliverables being developed by a WG, each WG Party represented by a WG Member in a WG, at such time that the WG Member joins the WG, grants to each other WG Party in that WG automatically and without further action on its part, and on an ongoing basis, a limited covenant not to assert any Essential Claims required to implement such BloodPAC Standards Draft Deliverable and covering making or using (but not selling or otherwise distributing) an implementation of such BloodPAC Standards Draft Deliverable, solely for the purpose of testing and developing such deliverable and only until either the BloodPAC Standards Draft Deliverable is approved as an BloodPAC Standards Final Deliverable or the Working Group is closed.

7. FEEDBACK

1. BloodPAC encourages Feedback to BloodPAC Deliverables from both BloodPAC Parties who are not WG Parties and the public at large. Feedback will be accepted only under the "Feedback License" (Appendix A).
2. BloodPAC will require that submitters of Feedback agree to the terms of the Feedback License before transmitting submitted Feedback to the Working Group.

8. DISCLOSURE

1. **Disclosure Obligations** - Each WG Party shall disclose to BloodPAC in writing the existence of all patents and/or patent applications owned or claimed by such WG Party that are actually known to the WG Member directly participating in the WG, and which such WG Member believes may contain any Essential Claims or claims that might become Essential Claims upon approval of an BloodPAC Standards Final Deliverable as such document then exists (collectively, "Disclosed Claims").
2. **Disclosure of Third Party Patent Claims** - Each WG Party whose WG Members become aware of patents or patent applications owned or claimed by a third party that contain claims that might become Essential Claims upon approval of an BloodPAC Standards Final Deliverable should disclose them, provided that such disclosure is not prohibited by any confidentiality obligation binding upon them. It is understood that any WG Party that discloses third party patent claims to BloodPAC does not take a position on the essentiality or relevance of the third party claims to the BloodPAC Standards Final Deliverable in its then-current form.

In both cases (Sections 8.1 and 8.2), it is understood and agreed that such WG Party(s)' WG Member(s) do not represent that they know of all potentially pertinent claims of patents and patent applications owned or claimed by the WG Party or any third parties. For the avoidance of doubt, while the disclosure obligation under Sections 8.1 and 8.2 applies directly to all WG Parties, this obligation is triggered based on the actual knowledge of the WG Party's WG Members regarding the WG Party's patents or patent applications that may contain Essential Claims.

3. **Disclosure Requests** - Disclosure requests will be included as described in Section 12 with all public review copies of BloodPAC Standards Final Deliverables. All BloodPAC Parties are encouraged to review such BloodPAC Standards Final Deliverables and make appropriate disclosures.
4. **Limitations** - A disclosure request and the obligation to disclose set forth above do not imply any obligations on the recipients of disclosure requests (collectively or individually) or on any BloodPAC Party to perform or conduct patent searches. Nothing in this Policy nor the act of receiving a disclosure request for an BloodPAC Standards Final Deliverable, regardless of whether it is responded to, shall be construed or otherwise interpreted as any kind of express or implied representation with respect to the existence or non-existence of patents or patent applications which contain Essential Claims, other than that such WG Party has acted in good faith with respect to its disclosure obligations.
5. **Information** - Any disclosure of Disclosed Claims shall include (a) in the case of issued patents and published patent applications, the patent or patent application publication number, the associated country and, as reasonably practicable, the relevant portions of the applicable BloodPAC Standards Final Deliverable; and (b) in the case of unpublished patent applications, the existence of the unpublished application and, as reasonably practicable, the relevant portions of the applicable BloodPAC Standards Final Deliverable.

9. TYPES OF OBLIGATIONS

9.1 Contribution Obligation

A WG Party has a Contribution Obligation, which arises at the time the Contribution is submitted to a WG, to license or provide under non-assertion covenants as appropriate for the IPR mode described in Section 10, any claims under its patents or patent applications that become Essential Claims when such Contribution is incorporated (either in whole or in part) into (a) the BloodPAC Standards Final Deliverable produced by the WG that received the Contribution, or (b) any Final Maintenance Deliverable with respect to that BloodPAC Standards Final Deliverable.

9.2 Participation Obligation

A WG Party has a Participation Obligation to license or provide under non-assertion covenant as appropriate for the IPR mode, as described in Section 10, any claims under its patents or patent applications that would be Essential Claims in the then current BloodPAC Standards Draft Deliverable, if that draft subsequently becomes an BloodPAC Standards Final Deliverable, even if the WG Party is not a Contributor, when all of the following conditions are met:

- An BloodPAC Standards Final Deliverable is finally approved that incorporates such BloodPAC Standards Draft Deliverable, either in whole or in part;
- The WG Party has been on, or has been represented by WG Member(s) on such WG for a total of sixty (60) calendar days, which need not be continuous;
- The WG Party is on, or is represented by WG Member(s) on such WG after a period of seven (7) calendar days after the ballot to approve such BloodPAC Standards Draft Deliverable has elapsed.

Once the foregoing conditions are met, that WG Party's Participation Obligation so to license or provide a non-assertion covenant continues with respect to that BloodPAC Standards Final Deliverable, and any Final Maintenance Deliverable subsequently approved with respect to that BloodPAC Standards Final Deliverable.

For organizational WG Parties, the membership threshold is met by one or more employees or organizational designees of such Parties having been a WG Member on any 60 calendar days, although any given calendar day is only one day of membership, regardless of the number of participants on that day.

Each time a new BloodPAC Standards Draft Deliverable is approved by the WG, the Participation Obligation adjusts to encompass the material in the latest BloodPAC Standards Draft Deliverable seven days after such draft has been approved for publication.

10. LICENSING REQUIREMENTS

10.1 RAND Mode WG Requirements

For an BloodPAC Standards Final Deliverable developed by a RAND Mode WG, except where a Licensee has a separate, signed agreement under which the Essential Claims are licensed to such Licensee on more favorable terms and conditions than set forth in this section (in which case such separate signed agreement shall supersede this Limited Patent License), each Obligated Party in such WG hereby covenants that, upon request and subject to Section 11, it will grant to any BloodPAC Party or third party: a nonexclusive, worldwide, non-sublicensable, perpetual patent license (or an equivalent non-assertion covenant) under its Essential Claims covered by its Contribution Obligations or Participation Obligations on fair, reasonable, and non-discriminatory terms to make, have made, use, market, import, offer to sell, and sell, and to otherwise directly or indirectly distribute (a) Licensed Products that implement such BloodPAC Standards Final Deliverable, and (b) Licensed Products that implement any Final Maintenance Deliverable with respect to that BloodPAC Standards Final Deliverable. Such license need not extend to features of a Licensed Product that are not required to comply with the Normative Portions of such BloodPAC Standards Final Deliverable or Final Maintenance Deliverable. For the sake of clarity, the rights set forth above include the right to directly or indirectly authorize a third party to make unmodified copies of the Licensee's

Licensed Products and to license (optionally under the third party's license) the Licensee's Licensed Products within the scope of, and subject to the terms of, the Obligated Party's license.

At the election of the Obligated Party, such license may include a term requiring the Licensee to grant a reciprocal license to its Essential Claims (if any) covering the same BloodPAC Standards Final Deliverable and any such Final Maintenance Deliverable. Such term may require the Licensee to grant licenses to all implementers of such deliverable. The Obligated Party may also include a term providing that such license may be suspended with respect to the Licensee if that Licensee first sues the Obligated Party for infringement by the Obligated Party of any of the Licensee's Essential Claims covering the same BloodPAC Standards Final Deliverable or any such Final Maintenance Deliverable.

License terms that are fair, reasonable, and non-discriminatory beyond those specifically mentioned above are left to the Licensees and Obligated Parties involved.

10.2 RF Mode WG Requirements

10.2.1 Common

For an BloodPAC Standards Final Deliverable developed by an RF Mode WG, except where a Licensee has a separate, signed agreement under which the Essential Claims are licensed to such Licensee on more favorable terms and conditions than set forth in this section (in which case such separate signed agreement shall supersede this Limited Patent License), each Obligated Party in such WG hereby covenants that, upon request and subject to Section 11, it will grant to any BloodPAC Party or third party: a nonexclusive, worldwide, non-sublicensable, perpetual patent license (or an equivalent non-assertion covenant) under its Essential Claims covered by its Contribution Obligations or Participation Obligations without payment of royalties or fees, and subject to the applicable Section 10.2.2 or 10.2.3, to make, have made, use, market, import, offer to sell, and sell, and to otherwise directly or indirectly distribute (a) Licensed Products that implement such BloodPAC Standards Final Deliverable, and (b) Licensed Products that implement any Final Maintenance Deliverable with respect to that BloodPAC Standards Final Deliverable. Such license need not extend to features of a Licensed Product that are not required to comply with the Normative Portions of such BloodPAC Standards Final Deliverable or Final Maintenance Deliverable. For the sake of clarity, the rights set forth above include the right to directly or indirectly authorize a third party to make unmodified copies of the Licensee's Licensed Products and to license (optionally under the third party's license) the Licensee's Licensed Products, within the scope of, and subject to the terms of, the Obligated Party's license.

At the election of the Obligated Party, such license may include a term requiring the Licensee to grant a reciprocal license to its Essential Claims (if any) covering the same BloodPAC Standards Final Deliverable and any such Final Maintenance Deliverable. Such term may require the Licensee to grant licenses to all implementers of such deliverable. The Obligated Party may also include a term providing that such license may be suspended with respect to the Licensee if that Licensee first sues the Obligated Party for infringement by the Obligated Party of any of the Licensee's Essential Claims covering the same BloodPAC Standards Final Deliverable and any such Final Maintenance Deliverable.

10.2.2 RF on RAND Terms

With WGs operating under the RF on RAND Terms IPR Mode, license terms that are fair, reasonable, and non-discriminatory beyond those specifically mentioned in Section 10.2.1 may also be included, and such additional RAND terms are left to the Licensees and Obligated Parties involved.

10.2.3 RF on Limited Terms

With WGs operating under the RF on Limited Terms IPR Mode, Obligated Parties may not impose any further conditions or restrictions beyond those specifically mentioned in Section 10.2.1 on the use of any technology or intellectual property rights, or other restrictions on behavior of the Licensee, but may include reasonable, customary terms relating to operation or maintenance of the license relationship, including the following: choice of law and dispute resolution.

10.3. Non-Assertion Mode WG Requirements

10.3.1. For an BloodPAC Standards Final Deliverable developed by a Non-Assertion Mode WG, and any Final Maintenance Deliverable with respect to that BloodPAC Standards Final Deliverable, each Obligated Party in such WG hereby makes the following world-wide "BloodPAC Non-Assertion Covenant".

Each Obligated Party in a Non-Assertion Mode WG irrevocably covenants that, subject to Section 10.3.2 and Section 11 of the BloodPAC IPR Policy, it will not assert any of its Essential Claims covered by its Contribution Obligations or Participation Obligations against any BloodPAC Party or third party for making, having made, using, marketing, importing, offering to sell, selling, and otherwise distributing Covered Products that implement an BloodPAC Standards Final Deliverable developed by that WG and Covered Products that implement any Final Maintenance Deliverable with respect to that BloodPAC Standards Final Deliverable.

10.3.2. The covenant described in Section 10.3.1 may be suspended or revoked by the Obligated Party with respect to any BloodPAC Party or third party if that BloodPAC Party or third party asserts an Essential Claim in a suit first brought against, or attempts in writing to assert an Essential Claim against, a Beneficiary with respect to a Covered Product that implements the same BloodPAC Standards Final Deliverable or any such Final Maintenance Deliverable.

11. WITHDRAWAL AND TERMINATION

A WG Party may withdraw from a WG at any time by notifying the BloodPAC WG Administrator in writing of such decision to withdraw. Withdrawal shall be deemed effective when such written notice is sent.

11.1 Withdrawal from a Working Group

A WG Party that withdraws from an BloodPAC Working Group shall have Continuing Licensing or Non-Assertion Obligations based on its Contribution Obligations and Participation Obligations as follows:

1. A WG Party that has incurred neither a Contribution Obligation nor a Participation Obligation prior to withdrawal has no licensing or non-assertion obligations for BloodPAC Standards Final Deliverable(s) originating from that BloodPAC WG.
2. A WG Party that has incurred a Contribution Obligation prior to withdrawal continues to be subject to its Contribution Obligation.
3. A WG Party that has incurred a Participation Obligation prior to withdrawal continues to be subject to its Participation Obligation but only with respect to BloodPAC Standards Draft Deliverable(s) approved more than seven (7) calendar days prior to its withdrawal.

11.2 Termination of an BloodPAC Membership

An BloodPAC Party that terminates its BloodPAC membership (voluntarily or involuntarily) is deemed to withdraw from all WGs in which that BloodPAC Party has WG Member(s) representing it, and such BloodPAC Party remains subject to Continuing Licensing or Non-Assertion Obligations for each such WG based on its Obligated Party status in that WG on the date that its membership termination becomes effective.

12. LIMITATIONS OF LIABILITY

All BloodPAC Deliverables are provided "as is", without warranty of any kind, express or implied, and BloodPAC, as well as all BloodPAC Parties and WG Members, expressly disclaim any warranty of merchantability, fitness for a particular or intended purpose, accuracy, completeness, non-infringement of third party rights, or any other warranty.

In no event shall BloodPAC or any of its constituent parts (including, but not limited to, the BloodPAC Board of Directors), be liable to any other person or entity for any loss of profits, loss of use, direct, indirect, incidental, consequential, punitive, or special damages, whether under contract, tort, warranty, or otherwise, arising in any way out of this Policy, whether or not such party had advance notice of the possibility of such damages.

In addition, except for grossly negligent or intentionally fraudulent acts, BloodPAC Parties and WG Members (or their representatives), shall not be liable to any other person or entity for any loss of profits, loss of use, direct, indirect, incidental, consequential, punitive, or special damages, whether under contract, tort, warranty, or otherwise, arising in any way out of this Policy, whether or not such party had advance notice of the possibility of such damages.

BloodPAC assumes no responsibility to compile, confirm, update or make public any assertions of Essential Claims or other intellectual property rights that might be infringed by an implementation of an BloodPAC Deliverable.

If BloodPAC at any time refers to any such assertions by any owner of such claims, BloodPAC takes no position as to the validity or invalidity of such assertions, or that all such assertions that have or may be made have been referred to.

13. GENERAL

13.1. By ratifying this document, BloodPAC warrants that it will not inhibit the traditional open and free access to BloodPAC documents for which license and right have been assigned or obtained according to the procedures set forth in this section. This warranty is perpetual and will not be revoked by BloodPAC or its successors or assigns as to any already adopted BloodPAC Standards Final Deliverable; provided, however, that neither BloodPAC nor its assigns shall be obligated to:

1. 13.1.1. Perpetually maintain its existence; nor
2. 13.1.2. Provide for the perpetual existence of a website or other public means of accessing BloodPAC Standards Final Deliverables; nor
3. 13.1.3. Maintain the public availability of any given BloodPAC Standards Final Deliverable that has been retired or superseded, or which is no longer being actively utilized in the marketplace.

13.2. Where any copyrights, trademarks, patents, patent applications, or other proprietary rights are known, or claimed, with respect to any BloodPAC Deliverable and are formally brought to the attention of the BloodPAC WG Administrator, BloodPAC shall consider appropriate action, which may include disclosure of the existence of such rights, or claimed rights. The BloodPAC Working Group Process shall prescribe the method for providing this information.

1. 13.2.1. BloodPAC disclaims any responsibility for identifying the existence of or for evaluating the applicability of any claimed copyrights, trademarks, patents, patent applications, or other rights, and will make no assurances on the validity or scope of any such rights.
2. 13.2.2. Where the BloodPAC WG Administrator is formally notified of rights, or claimed rights under Section 8.8 with respect to entities other than Obligated Parties, the BloodPAC President shall attempt to obtain from the claimant of such rights a written assurance that any Licensee will

be able to obtain the right to utilize, use, and distribute the technology or works when implementing, using, or distributing technology based upon the specific BloodPAC Standards Final Deliverable (or, in the case of an BloodPAC Standards Draft Deliverable, that any Licensee will then be able to obtain such a right) under terms that are consistent with this Policy. All such information will be made available to the WG that produced such deliverable, but the failure to obtain such written assurance shall not prevent votes from being conducted, except that the BloodPAC WG Administrator may defer approval for a reasonable period of time where a delay may facilitate the obtaining of such assurances. The results will, however, be recorded by the BloodPAC WG Administrator, and made available to the public. The BloodPAC Board of Directors may also direct that a summary of the results be included in any published BloodPAC Standards Final Deliverable.

3. 13.2.3. Except for the rights expressly provided herein, neither BloodPAC nor any BloodPAC Party grants or receives, by implication, estoppel, or otherwise, any rights under any patents or other intellectual property rights of the BloodPAC Party, BloodPAC, any other BloodPAC Party, or any third party.

13.3. Solely for purposes of Section 365(n) of Title 11, United States Bankruptcy Code, and any equivalent law in any foreign jurisdiction, the promises under Section 10 will be treated as if they were a license and any BloodPAC Party or third-party may elect to retain its rights under this promise if Obligated Party, as a debtor in possession, or a bankruptcy trustee in a case under the United States Bankruptcy Code, rejects any obligations stated in Section 10.

14. NOTICES

14.1 Documents

Any document produced by an BloodPAC Working Group shall include the following notices replacing [copyright year] with the year or range of years of publication (bracketed language, other than the date, need only appear in BloodPAC Standards Final Deliverable documents):

Copyright © BloodPAC Open [copyright year]. All Rights Reserved.

All capitalized terms in the following text have the meanings assigned to them in the BloodPAC Intellectual Property Rights Policy (the "BloodPAC IPR Policy"). The full Policy may be found at the BloodPAC website.

This document and translations of it may be copied and furnished to others, and derivative works that comment on or otherwise explain it or assist in its implementation may be prepared, copied, published, and distributed, in whole or in part, without restriction of any kind, provided that the above copyright notice and this section are included on all such copies and derivative works. However, this document itself may not be modified in any way, including by removing the copyright notice or references to BloodPAC, except as needed for the purpose of developing any document or deliverable produced by an BloodPAC Working Group (in which case the rules applicable to copyrights, as set forth in the BloodPAC IPR Policy, must be followed) or as required to translate it into languages other than English.

The limited permissions granted above are perpetual and will not be revoked by BloodPAC or its successors or assigns.

This document and the information contained herein is provided on an "AS IS" basis and BloodPAC DISCLAIMS ALL WARRANTIES, EXPRESS OR IMPLIED, INCLUDING BUT NOT LIMITED TO ANY WARRANTY THAT THE USE OF THE INFORMATION HEREIN WILL NOT INFRINGE ANY OWNERSHIP RIGHTS OR ANY IMPLIED WARRANTIES OF MERCHANTABILITY OR FITNESS FOR A PARTICULAR PURPOSE.

[BloodPAC requests that any BloodPAC Party or any other party that believes it has patent claims that would necessarily be infringed by implementations of this BloodPAC Standards Final Deliverable, to notify BloodPAC WG Administrator and provide an indication of its willingness to grant patent licenses to such patent claims in a manner consistent with the IPR Mode of the BloodPAC Working Group that produced this deliverable.]

[BloodPAC invites any party to contact the BloodPAC WG Administrator if it is aware of a claim of ownership of any patent claims that would necessarily be infringed by implementations of this BloodPAC Standards Final Deliverable by a patent holder that is not willing to provide a license to such patent claims in a manner consistent with the IPR Mode of the BloodPAC Working Group that produced this BloodPAC Standards Final Deliverable. BloodPAC may include such claims on its website, but disclaims any obligation to do so.]

[BloodPAC takes no position regarding the validity or scope of any intellectual property or other rights that might be claimed to pertain to the implementation or use of the technology described in this BloodPAC Standards Final Deliverable or the extent to which any license under such rights might or might not be available; neither does it represent that it has made any effort to identify any such rights. Information on BloodPAC' procedures with respect to rights in any document or deliverable produced by an BloodPAC Working Group can be found on the BloodPAC website. Copies of claims of rights made available for publication and any assurances of licenses to be made available, or the result of an attempt made to obtain a general license or permission for the use of such proprietary rights by implementers or users of this BloodPAC Standards Final Deliverable, can be obtained from the BloodPAC WG Administrator. BloodPAC makes no representation that any information or list of intellectual property rights will at any time be complete, or that any claims in such list are, in fact, Essential Claims.]

14.2 Other Deliverables

Other BloodPAC Deliverables may include just the copyright notice as follows replacing [copyright year] with the year or year range of publication:

Copyright © BloodPAC Open [copyright year]. All Rights Reserved.

14.3 Additional Copyright Notices

Additional copyright notices identifying Contributors may also be included with the BloodPAC copyright notice.

Appendix A. Feedback License

The "BloodPAC _____ Working Group" is developing technology (the "BloodPAC _____ Deliverable") as defined by its charter and welcomes input, suggestions and other feedback ("Feedback") on the BloodPAC _____ Deliverable. By the act of submitting, you (on behalf of yourself if you are an individual, and your organization and its Affiliates if you are providing Feedback on behalf of that organization) agree to the following terms:

1. Copyright - You (and your represented organization and its Affiliates) grant to BloodPAC a perpetual, irrevocable, non-exclusive, royalty-free, worldwide copyright license, with the right to directly and indirectly sublicense, to copy, publish, and distribute the Feedback in any way, and to prepare derivative works that are based on or incorporate all or part of the Feedback, solely for the purpose of developing and

promoting the BloodPAC Deliverable and enabling the implementation of the same by Licensees or Beneficiaries.

2. Essential Claims - You covenant to grant a patent license or offer an BloodPAC Non-Assertion Covenant as appropriate under any patent claims that you (or your represented organization or its Affiliates) own or control that become Essential Claims because of the incorporation of such Feedback into the BloodPAC Standards Final Deliverable, and any Final Maintenance Deliverable with respect to that BloodPAC Standards Final Deliverable, on terms consistent with Section 10 of the BloodPAC IPR Policy for the IPR Mode specified in the charter of this BloodPAC Working Group.
3. Right to Provide - You warrant to the best of your knowledge that you have rights to provide this Feedback, and if you are providing Feedback on behalf of an organization, you warrant that you have the rights to provide Feedback on behalf of your organization and to bind your organization and its Affiliates to the licensing or non-assertion obligations provided above.
4. Confidentiality - You further warrant that no information in this Feedback is confidential, and that BloodPAC may freely disclose any information in the Feedback.
5. No requirement to Use - You also acknowledge that BloodPAC is not required to incorporate your Feedback into any version of this BloodPAC Deliverable.

Assent of Feedback Provider:
By: _____ (Signature)
Name: _____
Title: _____
Organization: _____
Date: _____ Email: _____

Appendix B. Copyright License Grant

The undersigned, on its own behalf and on behalf of its represented organization and its Affiliates, if any, with respect to their collective copyright ownership rights in the Contribution "_____", grants to BloodPAC a perpetual, irrevocable, non-exclusive, royalty-free, world-wide copyright license, with the right to directly and indirectly sublicense, to copy, publish, and distribute the Contribution in any way, and to prepare derivative works that are based on or incorporate all or part of the Contribution solely for the purpose of developing and promoting the BloodPAC Deliverable and enabling the implementation of the same by Licensees or Beneficiaries (all above capitalized terms are defined in the BloodPAC Intellectual Property Rights ("IPR") Policy, see <http://www.BloodPAC-open.org/who/intellectualproperty.php>).

Assent of the Undersigned:
By: _____ (Signature)
Name: _____
Title: _____
Organization: _____
Date: _____
Email: _____