

**Whereas**, OIFD received a request for confirmation that the applicability of a Contributor's (and its Related Entities') patent obligations per Section VI.1 of the OIFD IPR Policy (the "Patent Promise") only applies to the implementations of Specifications produced by a Work Group which the Contributor has joined.

**Whereas**, the intention of the OIFD documents to apply the Patent Promise only to the Specifications developed by a Work Group which the Contributor has joined is evidenced in:

- 1., The definition of "**Contributor**," which is explicitly linked to a Work Group by providing that it means, "*with regard to a particular Work Group*, any person (individual, entity, or otherwise) who has signed the applicable agreement in accordance with Section II.1.b. and has joined such Work Group by requesting access to the applicable Specification Mailing List." and
2. Section VI. 3 of the OIFD IPR policy, which sets forth a withdrawal process that provides Contributors with the ability to unilaterally release themselves from the Patent Promise if the Contributor votes to disapprove of an Implementers Draft or Final Specification and withdraws from the relevant Work Group.

**Whereas**, these provisions and the overall construction of the OIFD documents reflect the intention that the Patent Promise (and related "Necessary Claims" language) applies to only the Implementers Drafts and Final Specifications generated by the Work Group of which a Contributor is a member.

**Therefore, it is re-affirmed that:** the OIFD IPR policy and related documents are intended to apply the Patent Promise only with respect to those Implementers Drafts and Final Specifications that are developed by those particular Work Groups of which a Contributor is a Member.