

Eco-Patent Commons Statement for the E-PC website

The mission of the Eco-Patent Commons (E-PC) is to manage a collection of patents pledged for unencumbered use by companies and intellectual property rights holders around the world to make it easier and faster to innovate and implement industrial processes that improve and protect the global environment.

Since the launch of the E-PC about 100 patents have been pledged by 12 companies representing a variety of industries. The Environmental Law Institute became the host organization in 2013. Through the support and donation of patents, the member companies have created a unique, innovative and collaborative venture.

The E-PC Executive Board has continued to encourage additional members and patents since the formation of the E-PC in 2008. However, no significant interest has been expressed from any other company to join E-PC since 2011. As a result, , the E-PC is altering operations with no further patents being processed or added, and no new members being accepted. Existing pledges and conditions thereof will remain intact and irrevocable. This action has been approved by the Executive Board.

All pledges, including defensive termination provisions, continue under the terms set forth in the Ground Rules. Parties may now or in the future use the claimed inventions of pledged patents for “environmentally beneficial” purposes as set forth in the Ground Rules. As specified in E-PC documents, “environmentally beneficial” includes:

- Energy conservation or efficiency
- Pollution prevention (source reduction, waste reduction)
- Use of environmentally preferable materials or substances
- Materials reduction
- Increased recyclability

As in the past, pledgers have the option of dedicating pledged patents to the public.

The Executive Board decision means that:

- The responsibilities of the Board in the Structure and Governance documents shall terminate on the date that this statement is published on the E-PC website.
- Additional E-PC members or patents will not be solicited or included.
- In accordance with the Ground Rules, a patent pledged to the Eco-Patent Commons shall continue to be subject to the covenant , or pledge, not to assert the patent against an implementers' environmentally beneficial use, even after the termination of the operations of the E-PC. Access to the E-PC website will terminate in six months. Members and users are advised to retain copies of the Ground Rules for their records

Members and users of the pledged patents may still collaborate with each other, use pledged patents alone or with other pledged patents to start or enhance businesses, and continue to engage

in efforts to promote and accelerate sustainable development outside the Commons structure subject to the Notice and Non-assert Pledge provided below.

For your convenience, a URL to the list of E-PC patents is provided at <https://ecopatentcommons.org/database>. All members are invited to print and retain a copy of the list.

The remarkable work and commitment of the Environmental Law Institute in hosting and participating in the Commons is respectfully acknowledged. The commitment of the E-PC member companies to improving the global environment is also recognized.

Notice

ELI and each Patent Pledger are not responsible for third party claims arising from any act or failure to act hereunder by any other Patent Pledger. ELI, the (former) E-PC Executive Board, Members and Patent Pledgers do not warrant or represent to each other or to implementers the success of the E-PC, the validity or enforceability of patents pledged, the error-free management of the E-PC program, or that any specific patent classification or any specific product, service, or component implemented by any other party is environmentally beneficial or that the patented technology is safe or effective for use, operation, or implementation. Any party using the patented technology assumes the risk of doing so and hereby releases the Pledger and its affiliates from any and all liability relating in any way to the use of the pledged patents.

Also for convenience, the pledge text agreed to by each submitter is reproduced below. The “defensive termination” provision for “Members” applies to any party for which there is at least one pledged patent in force (e.g. has not lapsed, expired, been held invalid, been dedicated to the public, or the like).

Non-assert Pledge

We, the holder(s) and pledger(s) of the patents listed in the pledge form, are committed to promoting the environmentally beneficial use of patented inventions to improve the global environment. Accordingly, we irrevocably (except as specified below) pledge and covenant to you that we will not assert any of our listed patents (including any worldwide counterparts) against you for any infringing machine, manufacture, process, or composition of matter claimed in such listed patent(s) where such infringing item alone (or when included in a product or service) reduces/eliminates natural resource consumption, reduces/eliminates waste generation or pollution, or otherwise provides environmental benefit(s). Listed patents shall have a primary International Patent Classification (“IPC”) class included on the Classifications List.

Patents and patent classes may be added to the Patent List and Classifications List, respectively, as appropriate, in the manner set forth in the Ground Rules. We may, at our option, terminate and render void ab initio our non-assert to you if:

(a) You are a member of the Commons and you (or someone acting in concert with you) assert an unpledged patent, with a primary IPC on the Classification List, against our infringing machines, manufactures, processes, or compositions of matter (including products and

components thereof) where such infringing items alone (or when included in a product or service) reduce/eliminates natural resource consumption, reduce/eliminate waste generation or pollution, or otherwise provide environmental benefit, or

(b) You assert any patent against us or our infringing machines, manufactures, processes, or compositions of matter (including products and components thereof) and you are not a Member of the Commons.

In either case, we shall provide you notice of termination with a 30 day period to cure to our satisfaction.

This pledge is available to everyone directly from us. The term “you” and “Pledger” includes affiliates – that is, an entity that, directly or indirectly, controls, is under common control with, or is controlled by, another entity - as defined by majority control of voting stock or, if there is no voting stock, management control. This pledge is personal in that it does not flow from you to your suppliers, business partners, distributors, customers or others. This pledge only applies to the patents on the Patent List, and no other license or non-assert is conferred as a result of this non-assert, by implication, estoppel, or otherwise. Any assignment or transfer of a pledged patent shall be subject to the continuation of this non- assert pledge or reserve right or take other measures to achieve that effect. If the patent holder becomes a debtor in bankruptcy, it is intended that you be treated as if a licensee who can elect to retain its benefit under this non-assert.