



February 15, 2015

European Commission  
DG Enterprise and Industry  
Unit A4 – Industrial Competitiveness Policy for Growth  
45 avenue d’Auderghem  
1040 Brussels, Belgium

Via email: [ENTR-SEP@ec.europa.eu](mailto:ENTR-SEP@ec.europa.eu)

**RE: IPO’s Comments on the Consultation to the European Commission Report on Patents and Standards**

Dear Sir/Madam:

The Intellectual Property Owners Association<sup>1</sup> (“IPO”) thanks the European Commission for the opportunity to submit these comments on the questionnaire dated October 14, 2014, from the Consultation on Patents and Standards (“Questionnaire”).

IPO is an international trade association, based in the United States. Its members include more than 200 companies and 12,000 individual who are involved in the association’s activities through their companies or as IPO inventors, authors, executives, law firms, or attorney members. Founded in 1972, IPO represents the interests of all owners of intellectual property covering all areas of technology. IPO members file a significant number of EPO applications. Many IPO members are involved in various formal and informal standards setting organizations (SSOs) around the world.

IPO’s comments are directed to four topics from the Questionnaire: transparency, transfer, patent pools, and dispute resolution.

**I. Patent Transparency**

In SSOs that have patent disclosure requirements, such disclosure or declaration requirements are typically imposed early in the standard setting process; patents that may be relevant<sup>2</sup> for declaration may not necessarily end up as “essential” or even part of the standard. Thus, a disclosure or declaration obligation may be broader than the commitment to license on Fair, Reasonable, and Non-discriminatory (FRAND) terms (where an SSO includes both obligations). This distinction is important if the disclosure’s primary purpose is to inform implementers and standards developers of “essential” patents that read on the standard and will be available for licensing. Some SSOs may have looser

<sup>1</sup> Transparency Register Identification Number 75569863714-64

<sup>2</sup> The term “relevant” applies to patents that are appropriate for disclosure or licensing under an SSO policy, e.g. “essential” or “potentially essential.”

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Executive Director  
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or no disclosure requirements, where the SSO asks for a “blanket” licensing assurance (e.g., to the effect that it will license any SEPs it has vis-à-vis the final version of the standard under FRAND or FRAND-RF terms and conditions).

Many SSOs have opted for blanket disclosures, along with the FRAND commitment, where the participant is basically providing assurance that if any patents or patent claims it may hold read on the standard, the patent owner is prepared to license on FRAND terms. Including a disclosure obligation to provide notice of potential essential claims and a licensing obligation that provides access to actual essential patents, along with their interaction, may be considered if the ultimate goal is to maximize access to the patented technology in a standard.

#### **a. Identifying Patents and SSO Policy Options**

The standards community generally recognizes that undiscovered standards essential patents (SEPs), that include claims<sup>3</sup> that are unavoidable when implementing a standard, can be problematic to developers and implementers. There are various degrees of obligations imposed by SSOs to minimize such problems. Some SSOs address these issues with requirements to disclose such patents and/or to make RAND/FRAND licensing assurances. Some SSOs rely heavily on the disclosure aspect, focusing on developers and implementers knowing what SEPs exist. Other SSOs rely heavily on assurances that participants’ SEPs will be licensed to requesting parties. Some policies include both disclosure and assurance obligations, which provides a balance between providing some comfort to standards developers and implementers concerning access to needed patents and attracting innovators who submit valuable technology for inclusion in the standard, without undue burden.

Similarly, SSOs must balance these interests in considering the efforts imposed on participants to identify SEPs. Customarily, participants are not required to search their portfolios or others’ portfolios for SEPs, although patents known to participants are often sought in SSO policies. Even where disclosure of SEPs is desired in the standard setting process, disclosure obligations imposed on SSO participants must be tempered by burden and practicality. To this end for example, using personal knowledge as a trigger for disclosure is found in most SSO policies, as a fair compromise. On the other hand, imputing corporate knowledge on the representative is a fiction that is generally unworkable and promotes unintended breach of the policy.

SSOs must also balance interests in considering how much information is sought, for example, if more than the patent or application number is required. Moreover, requirements of continual and repeated monitoring of standards, patents, and pending claims are costly and difficult, and can exacerbate potential risk and liability for non-compliance.

In considering the time, funds, and resources required, the SSO should examine factors including the potential benefit, cost, and risk to the obligated party; the importance of the information; and whether the information is available through only the SSO member or other sources. Obligations should be informed by the legal framework defined by cases, laws, and regulations.

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<sup>3</sup> SSOs properly attach RAND or FRAND commitments to essential patent claims rather than patents. For example, the IEEE references Essential Patent Claims. Products implement claims, thereby warranting reference to claims rather than patents.

If measures are taken, it would be wise to pilot them first and study effects on participation, contribution, and disclosure of SEPs in the SSOs standards, and on third party actions that may be prompted by the measures.

**b. Disclosure Triggers**

Some SSOs gauge disclosure obligation based on level of involvement of parties in the standards process. For example, it is more likely that someone submitting technology for inclusion in the standard knows of its SEPs than a party who merely participates in the standards development or a party who is a member of the SSO, but not engaged in the specific standards effort. Accordingly, the obligation to disclose and/or provide a licensing statement may vary based on level of involvement.

A participant's personal knowledge is a widely accepted and practical trigger. Unfunded mandates that would require companies to set up groups to identify SEPs, especially for standards in which an SSO member does not participate, may place an excessive price on SSO membership. As such, SSOs (including ANSI) typically do not require SSO members to search their patent portfolios.

**c. Scope of Disclosure**

Most ANSI-accredited SSOs deem identifying patents to be sufficient disclosure. Some SSOs, however, may seek more information. The value of adding such information must be balanced against the burden and cost of finding and specifying the allegedly essential claims in the SEPs. Some content the burden and cost may be unwarranted for the SEPs that are never asserted or discussed. Others contend the SEP holder has more detailed information in hand or readily available. In considering disclosing beyond the patent number, SSOs should understand whether patent holders possess such additional information when they disclose, what the costs are in developing the information, whether the information is available through other sources, and how important the information is to standards developers and implementers.

**d. Third Party Disclosures**

Some SSOs seek patent information about patents of third parties not participating in a standard development effort. While such disclosure may be helpful, participants might not spend valuable resources looking for others' patents and may be reluctant to state that others' patents include SEP claims, which could have legal implications. Accordingly, some SSOs encourage such disclosure without requiring it. Some SSOs also provide a process by which outsiders may disclose their patents.

**e. *Ex Post* Transparency, Updating Disclosures, and Checking Essentiality**

The EC Report considers transparency issues both "leading up to the formal decision on a standard (*ex ante*)," and "afterwards when standard compliant products are marketed (*ex post*)."<sup>4</sup> Transparency at these stages has different degrees of burden and benefit. Updating can be complicated, especially when multiplied by many patents, standards, and standards representatives. The patent claims, patent status, and standards specification may change and the availability of

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<sup>4</sup> EC Consultation at 11.

new technologies can open up alternatives that could affect SEP status. Updating is like shooting at a moving target from a moving platform on a moving sea.

To update disclosures *ex post* when a standard has been established requires a determination of essentiality of the patent claims that was not possible before the standard was finalized. Determining essentiality not only includes an infringement analysis but also a review of available alternatives. An additional complication is that determining infringement against a standard's specification may be more difficult than determining infringement of a tangible implementation.

Recognizing the numerous variables and issues involved in assessing infringement, validity, and essentiality, the confidence that a determination or update is accurate can vary, along with expense. Accordingly, the results of updating must be viewed against the cost and burden, such as the cost to small or large companies of forming a unit dedicated to analyzing and updating "essentiality" determinations in disclosures.

#### **f. Blanket Disclosures and FRAND Commitments**

The European Commission has previously recognized in its Guidelines for Horizontal Cooperation that blanket disclosure could mean a party merely stating that it believes it has SEPs, but not identifying them.<sup>5</sup> The EC Report further recognizes that a blanket disclosure could mean the holder has one patent or numerous patents that could end up being essential.<sup>6</sup> While some contend that parties can satisfy a disclosure requirement with such a blanket statement, others contend that such statements serve no useful purpose. Specifically, such a statement (absent an associated licensing assurance) may warn implementers of a likely problem, without providing any useful details, guidance, or commitment on which to rely.

The blanket disclosure question becomes a bit confused when blanket disclosure of patents and blanket licensing assurance are mixed. In the latter case, some SSOs allow for a licensing assurance for all of a participant's SEPs without identifying any specific patents or patent applications. This blanket assurance reduces the need for disclosing SEPs, but there is debate whether patent disclosure should still be made notwithstanding a blanket licensing assurance. While some contend that the FRAND commitment provides and has provided a workable successful context, others seek greater information about which patents in a portfolio are considered to contain and not contain SEP claims. Where an SSO requires those engaged in a standard's development to license all SEPs royalty free with other terms being FRAND, the need for disclosure is further greatly diminished.

Section 5.2.5 of the EC Report observes that blanket disclosures may be used to avoid costly and detrimental SSO policy mandates. However, SSOs can consider excluding such mandates with more direct measures than authorizing blanket patent disclosures. Blanket assurances of licensing at FRAND may achieve the desired goal.

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<sup>5</sup> Communication from the Commission, Guidelines on the Applicability of Article 101 of the Treaty on the Functioning of the European Union to Horizontal Co-operation Agreements, 2011 ("Horizontal Guidelines") ("It is also sufficient if the participant declares that it is likely to have IPR claims over a particular technology (without identifying specific IPR claims or applications for IPR)." Horizontal Guidelines, at Paragraph 286.

<sup>6</sup> EC Report Section 5.2.5 at 154.

### **g. Consequences of Non-disclosure**

In SSO policies that require blanket assurances of licensing SEPs at FRAND, or have other policies, disclosure of potential SEPs and SEP claims may not be required. In SSOs that require disclosure, measures applied to non-disclosure may depend on whether there is intent. Measures may also depend on whether, *but for* the non-disclosure, another technical alternative would have been chosen. Generally, when there is a dispute over compliance, courts or other neutral parties address the issues. SSOs typically consider their role to be the development of the technical standard rather than addressing patent disagreements.

Some SSOs, however, have patent policies with licensing defaults if a party does not disclose a SEP within a set timeframe. For example, if a working group member does not object to inclusion of its SEP invention in the standard a certain number of days prior to standard approval or finalization, a default FRAND or RAND commitment results. Such policies recognize the implementer's interest in certainty, while recognizing the SEP patent holder's interest in reasonably managing its patent assets.

### **h. Patent Landscaping**

Some SSOs have considered conducting a patent search of the standard specification but have not adopted such a practice. The EC Report notes that SSO landscaping can reduce costs to individual members and can provide a more robust picture of patent concerns. Landscaping could assist in developer and implementer planning and help avoid time-consuming false starts. On the other hand, high costs of landscaping, results of searching providing only limited confidence, unclear incentive for members to fund such an effort, and difficulty in determining in advance what features (if not all) should be searched are questions that affect this approach. Some have also noted other issues with landscaping, such as "waking sleeping dogs." We are not aware of any SSOs that conduct landscaping.

### **i. Access to Essential Patent Claims**

While some SSOs make standards publicly available by placing cost of standards development on members, others have models that involve the sale of copies of the specifications. So, in some instances, those interested in getting the specifications (and indirectly a picture of the patents) may require an initial fee by implementers.

Regardless of operational model, it is noted that SSOs that post declared patents do not follow any special format, so that navigating websites and looking for patent information is often difficult. ANSI and organizations in Europe keep master lists of some information, which is helpful. For SSOs that do not submit information to the consolidated databases (and even for those who do), some standard or common information format for patent and patent policy information would be beneficial.

**j. Improvement Efforts**

ETSI and the EPO have done much to make patent information available. This was recognized in the NAS Report<sup>7</sup> and is commended. We recommend these additional efforts:

- SSO standards specifications should be made available to patent offices at no charge or nominal charge so that patent Examiners can more readily consider standards specifications as prior art in patent ability searches.
- Patent offices should use common fields and formats for data, so the data can be exchanged with other offices and made readily available to the public.
- SSOs should consider whether drafts should be confidential or made available to patent offices for prior art searching by Examiners and the public to improve patent quality.

**II. Patent Transfer**

There is an active marketplace for the sale and/or transfer of patents in the information and communications technology industries. This can include one or more patents that are subject to a licensing commitment that was made by an SEP owner to an SSO. There is a consensus among stakeholders in the standardization community (including competition regulators) that the licensing commitment, once made, must “travel” with the SEP and bind any transferee of the SEP. Otherwise the original licensing commitment will not minimize the risk of certain anti-competitive conduct that such commitments were designed to help prevent. As noted in the consultation materials, the Horizontal Guidelines state:

To ensure the effectiveness of the FRAND commitment, there would also need to be a requirement on all participating IPR holders who provide such a commitment to ensure that any company to which the IPR owner transfers its IPR (including the right to license that IPR) is bound by that commitment, for example through a contractual clause between buyer and seller.<sup>8</sup>

The same concerns have been raised in the United States by the U.S. Department of Justice and the Federal Trade Commission.<sup>9</sup> Following the *N-Data* case, a number of prominent SSOs undertook to revise their IPR policies to explicitly address the issue. This includes IEEE<sup>10</sup> and ITU-T/ISO/IEC.<sup>11</sup> In general, each of the policies requires a patent holder who has made a FRAND commitment with regard to a SEP to include contractual language in any transfer agreement pursuant to bind the transferee to the same commitment. The ETSI policy further includes more general language that states that “the undertaking is binding on successors in interest regardless of whether such provisions are included in the relevant transfer documents.”

<sup>7</sup> National Academy of Science report “Patent Challenges for Standard-Setting in the Global Economy” (2013).

<sup>8</sup> Horizontal Guidelines, at paragraph 285.

<sup>9</sup> In with the Consent Decree in *In the Matter of Negotiated Data Solutions LLC*, see <http://www.ftc.gov/enforcement/cases-proceedings/051-0094/negotiated-data-solutions-llc-matter>).

<sup>10</sup> See <http://standards.ieee.org/develop/policies/index.html>.

<sup>11</sup> See <http://www.itu.int/en/ITU-T/ipr/Pages/default.aspx>.

Neither ETSI nor the ITU-T policy, however, requires the transferring patent holder to identify in the transfer agreement any specific commitments or specific SEPs, which can be very difficult and costly for patent holders. This is especially true when the agreement includes a significant number of patents, and the patent holder participates in many SSOs' standardization activities and has made numerous blanket commitments. If the acquirer is not otherwise contractually bound to the licensing commitment, and if that acquirer purchases a patent as a bona fide purchaser without notice of the SEP or licensing assurance, it is an open question whether the commitment would bind the new owner. Ultimately SSO policies should be practical and workable regarding obligations on SEP transfer.

### III. Patent Pools

Standards participants sometimes find it in their best interests to voluntarily form patent pools to license their SEPs. The consultation materials note, however, that attempts at pool formation sometimes fail and that relatively few of those which have launched are "effective". An understanding of why this is the case might, then, be helpful to a consideration of the role that patent pools can play and the ways that pool formation can be promoted.

IPO offers the following as a non-exhaustive list of the impediments experienced by its members:

- 1) **Costs of Patent Pool Formation:** Pool formation is resource intensive. Typically, patent holders responding to a facilitator's "call for patents" must qualify for participation by having at least one of their patents reviewed for essentiality by an outside counsel selected by the facilitator. This can cost approximately \$10,000 US per patent. In addition, prospective pool participants must engage in a series of multi-day, face-to-face meetings to discuss the market for the technology and to negotiate the complex terms of the pool formation agreements, including the "Commercialization Agreement" between the licensors which defines how licensing revenue will be shared and how the pool will be administered, and the patent pool licensing agreement which is to be offered to implementers. These meetings may be scheduled as often as every two to three months for a period of several years and, in fairness to those participating, the meeting sites are typically rotated around the world. The practical requirement for this extended expenditure of travel and labor costs by both the individual patent holders and the pool facilitator makes pool formation reasonable only if the market for the technology is large and there is otherwise a high likelihood for the launch of a licensing program. Moreover, small entities and owners of few patents are unlikely to participate in pool formation because of cost/benefit considerations.
- 2) **Costs of Patent Pool Post-Launch Administration:** Subsequent to the launch of a patent pool licensing program, pool participants must have each of their patents tested for essentiality, again at a cost of approximately \$10,000 US per patent. In addition issues continually arise with regard to matters affecting the pool's operation; for example, the evolution of the market; adjustments to the royalty distribution for reason of patent expirations or invalidations; and legal action in connection with infringers and non-compliant licensees and the largest and most effective patent pools address such issues at semi-annual face-to-face meetings at locations representative of the licensors' geographical diversity. As noted above, the necessity of such ongoing supervision is

resource intensive and precludes the participation of small entities and owners of few patents.

- 3) **Critical Mass:** To persuade licensees to enter into a pool license a patent pool must represent a meaningful share of the essential patents and have among its members patent holders who are known to be willing and able to assert their patents. This is especially true where the pool revenue forecasts motivating pools formation are dependent upon the licensing of a large number of implementers. Unfortunately, for the reason described below, it may not be known until late in the expensive process whether the pool whose formation is being discussed will have the critical mass necessary to justify its ultimate formation.
- 4) **Uncertain Participation:** On occasion, major patent holders may participate in the negotiations of the Commercialization Agreement and patent license, influence important issues in the pool formation, and then leave the negotiations late in the process without themselves signing the pool formation documents. This uncertainty can affect interest and participation in a pool.
- 5) **Loss of Control:** Participation in a patent pool significantly compromises the control that patent holders can maintain over their own patents and exiting from the pool (in the event, e.g., that market conditions deteriorate or revenue expectations are unmet) is not possible during the term of the Commercialization Agreement. In addition, licensors face the uncertainty of having important pool matters that arise post-formation being subject to the vote of all pool members.

The above factors make the formation of a pool a long, costly, and difficult task and one that is most effectively undertaken when there is a large number of potential licensees for the technology and when the pool participants own a very significant portion of the IP reading on the standard. As the consultation materials indicate, it is relatively rare when circumstances have aligned to allow for the formation of an effective patent pool and even then it has been primarily in the narrowly focused area of audio/video codecs and compression technologies.

Hypothetically, patent pools can be promoted for other areas of technology, but this has not proven the case historically. Patent pools are, after all, voluntary business partnerships that are formed after a rigorous cost/benefit analysis by very sophisticated patent holding entities. That there are not more pools does not indicate a lack of awareness of the potential benefits of patent pools by patent holders; it only indicates that they do not view potential benefits as compensating for the associated costs and risks. No evidence suggests that the adoption of any standard has been retarded by the absence of a patent pool.

We suggest SSOs have little role with regard to patent pools. Beyond encouraging standards development participants to consider pooling as a way of promoting adoption of their standards, SSOs have little to gain and much to lose by involving themselves in the licensing activities of their members, as has been recognized to date by their disinclination to involve themselves in patent licensing issues.

SSOs should neither assist in choosing nor act as facilitators. SSOs do not have the internal expertise to choose among patent pool facilitators and, if they were to do so, they would be doing a

disservice to their membership by undermining the efficiencies created by market competition among facilitators. Even less realistic is the notion of SSOs themselves acting as patent pool facilitators, as they lack not only the market analytics, business, legal and accounting functions provided by all third party facilitators, but also the funding to provide the pool formation/ administrative support that must be speculatively advanced. Moreover, the potential for antitrust and civil liability if a SSO were to act as a pool facilitator is inconsistent with the risk profile under which any are now known to operate.

IPO would recommend that no consideration be given to linking standards development with mandatory patent pooling, as this would have a chilling effect on the participation by major patent holders in a standards development process that has to date delivered valued and affordable technology to the market.

#### IV. Dispute Resolution

IPO observes that parties can and do access the court system when they have disagreements regarding patents, including SEPs. When SEPs subject to a FRAND commitment are involved, these disagreements can include contract-based disputes, disagreements over SSOs' rules and policies, disagreements over related licensing terms and conditions (including whether they are FRAND), patent validity, patent infringement, patent enforceability, and competition law issues. The Consultation asks whether there might be some benefit in providing parties with alternative dispute resolution processes and integrating them into the SSOs' processes and procedures. Parties can always voluntarily agree to enter into an alternative dispute resolution process. This may be especially attractive to both parties if the dispute is limited in scope and the parties see value in such a process in terms of resolving the issues.

There are differing views on whether an ADR process (including arbitration and mediation) would generally provide a more expedited process that comes to a quicker resolution with less cost than litigation. This typically would depend on whether the ADR process permits the same scope of discovery, number of witnesses and similar framework to a court-based process. In addition, such a process may not be suitable for addressing more complicated disputes relating to SEPs subject to a FRAND commitment.

Typically the parties would need to agree on many of the related procedural aspects of the ADR process. This process may be very detailed, including issues relating to discovery, witnesses, claims and defenses (and related burdens of proof), relevant evidence, confidentiality and an appeals process. Agreement on each of these issues may not be easy to accomplish, whether bi-laterally or as part of an SSO's IPR policy. By way of example, the issue of confidentiality and the applicability of the outcome is important, in part because it will impact whether the outcome will be made known publicly so that other similarly-situated parties can take those outcomes into account.

In addition, an ADR process may not be able to effectively decide relevant issues such as those relating to patent validity and infringement. These issues – validity and infringement – often are key issues that must be determined in order to fairly adjudicate or resolve SEPs-related disputes between parties. An ADR process also cannot issue a decision that would effectively take invalid patents off the market. The parties could agree to have some issues decided by the arbitrator and

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others in a court, but it is not clear how frequently this would happen if one of the parties believes that the issues need to be decided together.

To date, very few SSOs have adopted an arbitration process or requirement as part of their procedures.

Based on these considerations, the IPO recommends that ADR processes be encouraged when both parties voluntarily agree to use such a process, but not required (either by an SSO's IPR policy or some other mechanism).

\* \* \*

We again thank the Commission for the opportunity to offer these comments. If we may be of further assistance, please do not hesitate to contact us.

Sincerely,

A handwritten signature in cursive script that reads "Herbert C. Wamsley".

Herbert C. Wamsley  
Executive Director