



中国电子技术标准化研究所
标准化发展研究中心

IT 标准起草组织 知识产权政策模板

IT Standard Drafting Organizations'
IPR Policy Template

IT 标准起草组织知识产权政策模板研究工作组

编写人员

IT 标准起草组织知识产权政策模板研究工作组:

IT SDO IPR Policy Template Task Force Members:

高林 史少华 高麟鹏 薛学通 娄东升
Gao, Lin Shi, Shaohua Gao, Linpeng Xue, Xuetong Lou, Dongsheng

王洪彬 文兰玲 丁尉
Wang, Hongbin Wen, Lanling Ding, Wei

标准起草组织代表:

Standard Developing Organisation (SDO) Representative:

信息产业部 AVS 标准工作组 MII AVS Working Group

信息产业部 RFID 标准工作组 MII RFID Working Group

信息产业部 LINUX 标准工作组 MII LINUX Working Group

顾问:

Counselor:

Earl Nied

Member of ANSI Intellectual Property Rights Policy Committee
Chair of the ANSI Patent Group
Program Director, Special Interest Groups (SIGs) and Standards for
Intel Corporation's Legal Group

Thomas Andrew Robertson

General Manager, Corporate Standards, Microsoft Corporation

John Hill

Chairman of ISO/IEC JTC1 SC22
Corporate Standards, Sun Microsystems

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自 2006 年 3 月 8 日 IT 标准起草组织知识产权政策模板研究工作组正式启动对《IT 标准起草组织知识产权政策模板》的研究工作以来，经过四次工作组会议、多次小范围沟通和频繁的 EMAIL 交流，模板得到不断的完善。其间，专家们多次提供支持，包括帮助我们确定项目的可行性、提出具体的意见和修改建议、提供相关的参考文献、参加会议讨论并发表看法。目前，模板已经过 15 次修改，在国内外引起了较大的反响，得到了各方的认可和积极评价。虽然不同方面对模板中的某些内容仍存在不同的意见，但我们认为，一方面，模板本身提供的仅是一个为 IT 标准起草组织（SDO）提供指导的框架，SDO 最终确定其知识产权政策时需结合其实际情况；另一方面，随着整个社会对标准中知识产权问题的认识不断深化，模板的研究工作也必然会持续地进行下去。因此，我们现在将模板的当前版本作为一个研究成果正式对外发布。

在此我们对参与此项工作的各方专家、同仁深表感谢！对于此模板的讨论将被继续，并将在适当的时间对模板进行修订，届时希望能继续得到大家的支持！同时也希望能在我们今后的工作中与各位专家学者进一步加强合作，深入探讨研究，共同为中国乃至全球的标准化事业的发展做出贡献。

IT 标准起草组织知识产权政策模板研究工作组

Preface

Since formal launch of the “IT SDO IPR Policy Template” project on March 08 2006, IT SDO IPR Policy Template Taskforce has enhanced the Template with four cycles of groups meetings and times of small-range communication and emails. Experts have been providing important support, including offering evaluating the feasibility, providing specific comments and revising suggestions, attending the meetings and presenting specific opinions. After 15 revisions, the Template achieved the world-wide positive evaluation. Despite of the different voices on some parts of the Template, considering that the Template provides only a framework for SDO who needs to consider its specific situation to produce its IPR policy finally, and that the Template will further with more acknowledgement of IPR issues from the society in the future, we formally publish the latest version of Template as a research result.

The taskforce would like to thank all involved members in this project again for your contributions. Comments, debate and discussion for the template remain open and sustained supports are welcome for further Template revise. The taskforce would like to reinforce the cooperation and communication with experts from the world and joint contribute to the development of standardization word-wide.

Best Regards

IT SDO IPR Policy Template Taskforce

<SDO Name>知识产权政策

(200X 年 X 月 XX 日通过实施)

INTELLECTUAL PROPERTY RIGHTS POLICY of the <SDO Name>

第一章、总则

CHAPTER I GENERAL

第一条 本<SDO Name>知识产权政策（“知识产权政策”）规定了<SDO Name>制订技术标准过程及其产生的标准文档所涉及的知识产权的管理规则。

Article 1 This Intellectual Property Rights Policy document (the “IPR Policy”) outlines the policy of the <SDO name> regarding intellectual property rights as related to the Standards development effort, and the specifications developed thereof.

第二条 成员通过签署<SDO Name>成员协议，书面承诺其 及其代表同意并遵守本知识产权政策各项条款。

Article 2 By signing the <SDO name> Member Agreement, the Members thereby confirm in writing that they and their representatives agree to and will abide by the terms of this IPR Policy.

第三条 本知识产权政策是<SDO Name>成员协议的必要组成部分，并通过引用纳入成员协议。

Article 3 This IPR Policy is an integral part of the <SDO name> Member Agreement, and is incorporated by reference into the Member Agreement.

第二章、定义

CHAPTER II DEFINITIONS

第四条 本知识产权政策中使用的词语，且在<SDO Name>成员协议或其它<SDO>文件中已有定义，其含义应遵从有关文件中的定义。本知识产权政策中定义的词语具有以下含义：

Article 4 Terms used in this IPR Policy and defined in the <SDO name> Member Agreement or other <SDO name> documents shall have the meanings defined in those

documents. The following terms are defined in this IPR Policy to have the following meanings:

1、“符合部分”仅指有关产品或服务中的特定部分，该特定部分实施并符合最终标准的所有相关规范性要求。这些规范性要求在最终标准中被明确公开，其目的是为了产品或服务能够实现该最终标准所定义的技术方案。

1 "Compliant Portion" means only those specific portions of products or services as applicable that implement and are compliant with all relevant normative requirements of a Final Standard, to the extent specifically disclosed in a Final Standard and where a purpose of such requirements is to enable products or services as applicable to implement the technical solutions as defined by such Final Standard.

“标准草案”是指专题组提出的，标题为“标准草案”的建议或文件草案。

"Draft Standard" means a draft proposal or document of a Subgroup that is titled "Draft Standard."

“最终标准”是指被政府标准审批机构（“标准审批机构”）采纳和批准颁布的标准草案，以及由标准化机构采纳和批准颁布的对最终标准的更新或修订。

"Final Standard" means any Draft Standard adopted and approved for release by the State Authorities of Standardization of the People's Republic of China ("Authorities"), and any updates or revisions to such Final Standard that are approved for release by the Authorities.

2、“必要权利要求”是指根据授权或公布某专利的所在国法律，被有关产品或服务中的符合部分不可避免地侵犯到的某专利的某一权利要求，且仅限于该权利要求。

2. "Necessary Claim" means a claim, but only such claim, in a Patent which is necessarily infringed by a Compliant Portion of a product or service as applicable under the laws of the country that issued or published the Patent.

专利的某一权利要求被不可避免地侵犯，是指在实施最终标准时，该侵权行为无法通过采用另一个技术上可行的不侵权的实施方式来避免。

A claim in a Patent is necessarily infringed if such infringement could not have been avoided by another technically feasible non-infringing implementation of such Final

Standard.

必要权利要求不包括，并且许可也不适用于：（1）不符合上文规定的其他权利要求，即使该权利要求包含在同一件专利中；（2）在最终标准文档中规范性引用的其他标准涉及的权利要求；（3）制造或使用符合最终标准文档的产品、服务及其部分时可能必须用到的实现技术，但在该标准文档中没有明确描述该技术。

A Necessary Claim shall not include, and no license shall apply to: (1) a claim other than one set forth above even if contained in the same Patent, (2) a claim arising from standards which are normatively referred to in a Final Standard, or (3) enabling technologies that may be necessary to make or use any product or service or portion thereof that complies with a Final Standard but are not expressly set forth in such standard.

3、“专利”是指许可方或其关联者拥有的，或者在无需向非关联第三方付费的情况下有权对外许可的，在任何国家获得的专利、可执行的发明证书、授权的实用新型、或公布提请异议的任何可执行的专利申请或实用新型申请，但不包括外观设计专利和外观设计登记。

3. "Patent" shall mean any issued patent, enforceable invention certificate, or issued utility model of any country, or any enforceable allowed patent application or enforceable allowed utility model application, published for opposition in any country, excluding design patents and design registrations, which a licensing entity or its Affiliates owns, or has the right to grant licenses to without payment to any entity other than an Affiliate.

“关联者”是指直接或间接控制一个法律实体，或受其控制，或与其共同受控于另一个法律实体。就本文件而言，控制是指在一个法律实体中直接或间接拥有超过 50% 的有选举权的股份，或者在没有选举权股份的情况下，拥有决策权。

“Affiliate” means an entity that directly or indirectly controls, is controlled by, or is under common control with, another entity. Control, for purposes of this document, means direct or indirect beneficial ownership of more than fifty percent of the voting stock, or decision-making authority in the event that there is no voting stock, in an entity.

4、“规范性参考文件”是指通过引用包含在最终标准中的非本<SDO>制定的文档或标准，且为了符合包含该参考文件的最终标准就必须符合该引用内容。有助于理解、实施或以其他方式使用最终标准的文档或标准，如果与其相符合并非为遵

循最终标准所必须，则该文档或标准不属于规范性参考文件。

4. “Normative Reference” shall mean a document or standard that is included by reference in a Final Standard and for which compliance is required to claim compliance with the Final Standard that includes the reference. A document or standard that may be useful for understanding, implementing or otherwise using a Final Standard but for which compliance is not required to claim compliance with the Final Standard is not a Normative Reference.

5、“生效日期”是指成员的授权代表以书面形式接受成员协议的日期。

5、“Effective Date” means the date upon which this Member Agreement is accepted in writing by an authorized representative of the Member.

“成员”既可以单独指某一<SDO Name>成员，也可以整体指<SDO Name>所有成员，不论其成员资格类别，除非本文件另有特殊规定。成员包括在生效日之前，当时或之后的现有或将来成为成员的任何实体。

“Member” individually means any <SDO Name> Member and collectively means all <SDO Name> Members, regardless of membership class unless otherwise specified in this document, including any entity that is or becomes a Member prior to, on, or following the Effective Date.

“成员代表”是指由成员指派参与<SDO Name>及下属专题组活动起草标准草案的人员，包括但不限于专家。

“Member Representative” means the person(s) appointed by a Member to participate in the activities of the Subgroup, including but not limited to expert staff to development of Draft Standards

6、“保密信息”意指并且涵盖：（1）标准草案；（2）提案；（3）<SDO Name>、专题组、或其相关委员会的会议记录；（4）<SDO Name>关于技术、业务和市场营销的计划。

6、“Confidential Information” means and includes: (1) Draft Standards; (2) Contributions (3) all minutes of meetings of <SDO Name>, its Subgroups, and any committee of any of the foregoing; and (4) technical, business, and marketing plans of <SDO Name>.

“提案”是指以书面（包括电子媒体）形式向专题组正式提交的材料、建议等，其目的在于对某一标准草案的内容，或者对标准草案或最终标准的补充或修订提出建议。每份正式提交的文件将获得一个文件管理号，用以标识该提案。

“Contribution” means any material, suggestion or other submission formally submitted in writing (including in electronic media) to or for a subgroup, that proposes all or part of a Draft Standard, or an addition to, or modification of a Draft Standard or Final Standard. Such formal submissions will be assigned a document control number that will identify the Contribution.

“专题组”是指<SDO Name>不定时设立的专门课题小组。专题组负责起草特定的标准草案。工作结束后，该专题组即可被撤销。

“Subgroup”: refers to special subject subgroups of <SDO Name> to be set up and removed by <SDO Name> from time to time. The subgroups are responsible for drafting specific Draft Standards.

“参加（某一专题组）”是指成员正式申请并且得到批准，在专题组完成某一标准草案之前，该成员可以参加专题组活动、提出提案或以其他方式接触到专题组的工作，而不论其是否实际参加专题组活动、提出提案或审阅专题组的工作。

“Participate(s)” or “Participation” in a Subgroup shall mean that a Member has formally requested, and has been approved, to attend, contribute or otherwise gain access to the work of a Subgroup prior to the Subgroup completing a Draft Standard, regardless of whether the Member actually attends, contributes or reviews the work of the Subgroup.

第三章、提案

CHAPTER III CONTRIBUTION

第五条 本组织认为，允许成员保留对其**提案**中的知识产权权益，有利于鼓励成员提出**提案**，进而有利于制订先进的技术标准。因此，任何**提案**中的知识产权属于提交**提案**的成员所有。提出**提案**的成员保留申请专利或公开披露有关信息的权利。

Article 5: The Organisation understands that allowing Members to reserve their intellectual property rights in their Contributions will encourage submission of such Contributions and further benefit the drafting of excellent technical specifications. Therefore, the intellectual property rights in any Contribution belong to the contributing Member. The contributing Member reserves the right to apply for patents and/or to publicly disclose such information.

第六条 每个成员同意许可所有其他成员和<SDO Name>，限于为制订**标准草案**的目的，使用该成员提交的**提案**中包含的该成员及其关联者的任何著作权、专利、商业秘密或其它知识产权。上述许可应当是非排他性的、不可转让的、不可撤销的、免费的和全球性的许可。

Article 6 Each Member agrees to grant to all other Members and to <SDO Name> a license under Member's and its Affiliates' copyright, patent, trade secret and other intellectual property rights in any Contribution that Member makes, to use such intellectual property for only the limited purpose of developing a Draft Standard. Such license shall be a nonexclusive, nontransferable, irrevocable, royalty-free, worldwide license.

第七条 成员不应在知晓的情况下提出违反该成员对其他成员或其关联者、或第三方负有保密义务的**提案**，或在**提案**中包括其他成员或其**关联者**、或第三方的含有著作权或商业秘密的材料，除非事先得到其他成员或其**关联者**、或第三方的书面同意。就本条款而言，成员的知晓仅限于该成员的成员代表和**提案**的作者实际知晓情况。

Article 7 Member shall not knowingly submit a Contribution that either violates a duty of confidentiality to any other Member or Affiliates thereof or a third party, or contains copyrighted or trade secret materials of any other Member or Affiliates thereof or a third party without the prior written consent of such Member, Affiliates or third party. For purposes of this Article, a Member's knowledge shall be limited to the actual knowledge of its Representative and authors of such a Contribution.

第八条 只有当**规范性参考文件**可以公开获得时，该文件才可以被包含在**标准草案**或**最终标准**中。为了本条目的，只有在以下情况下，**规范性参考文件**被认为是可以公开获得：

Article 8 A Normative Reference may be included in a Draft Standard or a Final Standard only if it is publicly available. For the purpose of this Article, Normative Reference is Publicly Available only if:

- 1、任何人都可以通过公开渠道（付费或免费）获得其中文（或英文）内容；
 - i. it is available to anyone (with or without the payment of a fee) in Chinese (or English) from a publicly accessible source;
- 2、除与有形**规范性参考文件**的复印和分发有关的限制之外，评估该**规范性参考文**

件时无须受到其他的限制即可获得该**规范性参考文件**;

ii. it is available without limitations relating to its evaluation, except for limitations related to copying and redistribution of the physical Normative Reference;

3、如果为了评估目的，并且没有受到实施方面的限制就可以获得该**规范性参考文件**;

iii. For the propose of evaluation and without limitations relating to its implementation, the Normative Reference is available; and

4、不必要求请求人证明某种资格，例如是某一特定组织的成员，就可以获得该**规范性参考文件**。

iv. it may be obtained without requiring the requesting person to demonstrate some qualification such as being a member of a specific organization.

如果为了确定是否符合某一**规范性参考文件**要求使用特定的测试套件或遵循特定的测试规程，该测试套件或测试规程也必须可以公开获得。

If conformance with a Normative Reference requires the use of specific test suite, the test suite shall also be Publicly Available.

第四章、专利技术

CHAPTER IV PATENTED TECHNOLOGY

第九条 <SDO Name>原则上不反对在**最终标准**中采纳专利技术。但是，在权衡是否在**标准草案**中采纳某一**提案**时，专题组可以考虑已经提交的专利披露声明。为利于**最终标准**的广泛采用，专题组在权衡技术性能和实施成本方面实质上等效的竞争性**提案**时，将遵循以下规则：

Article 9 <SDO Name> in principle is not opposed to adoption of patented technology in the Final Standards. During the course of evaluating Contributions for incorporation into a Draft Standard, however, a Subgroup may take into consideration the relevant patent disclosures that have been submitted. With a goal of encouraging extensive adoption of the Final Standards, a Subgroup will utilize the following guidelines when considering competing Contributions that are substantially equivalent in terms of technical merit and implementation cost:

1、 优先考虑相关的专利披露声明中没有潜在的**必要权利要求**的**提案**，或者潜在的**必要权利要求**适用 RAND-RF **默认许可义务**的**提案**；

1. Preference should generally be given to the Contribution(s) with no potential Necessary Claims identified in related patent disclosures, or to those Contributions where all potential Necessary Claims are subject to Default Licensing Obligations of RAND-RF; and

2、 当每个**提案**都有专利被披露时，专题组将优先考虑那些承诺更优惠许可条件的**提案**。

2. When patent disclosures have been filed for each of the competing Contributions, the Subgroup should give preference to the Contribution(s) with a more favorable licensing commitment.

在权衡是否在标准草案中采纳某一提案时，如果该提案中规范性引用的其他标准涉及必要权利要求，应考虑所涉及必要权利要求的许可条件。

During the course of evaluating Contributions which normatively refers to other standards and those standards arise claim(s), for incorporation into a Draft Standard, the relevant licensing terms should be taken into consideration.

第十条 <SDO Name>需要就提交批准的**标准草案**中可能涉及的必要权利要求的情况向有关的标准审批机构报告。

Article 10 <SDO Name> shall report to the Authorities on the possible relevance of patent claims in Draft Standards submitted for examination and approval by the Authorities.

第十一条 在签署成员协议时，每个成员应该对**最终标准**中采用的任何技术所涉及的该成员的**必要权利要求**确定**默认许可义务**。除非成员根据第十四条（涉及**提案**中包括的**必要权利要求**）的规定在提出提案时选择了不同的许可承诺，或成员在第十八条规定的审阅期结束之前的任何时间就不涉及其提案的已披露的该成员必要权利要求选择了不同的许可承诺，将适用成员的**默认许可义务**。

Article 11 Upon signing the Member Agreement each Member shall identify Default Licensing Obligations in connection with its Necessary Claims to any technology adopted in any Final Standard. Except for that a Member while submitting a Contribution has chosen a different licensing commitment under Article 14 (with respect to Necessary Claims covering its Contribution), or a Member at anytime before expiration of the Review Period under Article 18 has chosen a different licensing commitment with respect

to the disclosed Necessary Claims not covering its Contribution, Member's Default Licensing Obligation shall apply.

第十二条 成员可以从以下默认许可义务中做出选择:

Article 12 Member may select from the following Default Licensing Obligations:

1、如果在专题组制订某一标准草案期间成员参加了该专题组,而该标准草案其后成为最终标准,那么对于与该最终标准有关的任何必要权利要求,成员可以选择:

1. For Necessary Claims in connection with any specific Final Standard where Member is a Participant in the applicable Subgroup when that Subgroup adopts the Draft Standard that becomes such Final Standard:

(1) 按照合理且非歧视性的条款提供免费许可 (“RAND RF”);

(1) license royalty free without compensation and otherwise under reasonable and non-discriminatory terms (“RAND RF”);

(2) 参加专利池 (“POOL”);

(2) participate in <SDO Name>Patent Pool (“POOL”); or

(3) 按照合理且非歧视性的条款 (“RAND”) 许可。

(3) license under reasonable and non-discriminatory (“RAND”) terms.

2、如果在某一专题组制订某一标准草案期间成员并未参加该专题组,而该标准草案其后成为最终标准,那么对于与该特定的最终标准有关的任何必要权利要求,成员可以选择:

2. For Necessary Claims in connection with any specific Final Standard where Member is not a Participant in the applicable Subgroup when that Subgroup adopts the Draft Standard that becomes such Final Standard:

(1) 按照 RAND RF 条款许可;

- (1) license under RAND RF terms;
- (2) 参加专利池;
- (2) participate in the POOL;
- (3) 按照 RAND 条款许可;
- (3) license under RAND terms; or
- (4) 无许可义务 (“NO LICENSE”)。
- (4) no licensing obligation (“NO LICENSE”).

第十三条 成员有权自行决定采用与其确定的**默认许可义务**等同或更优惠的条款(依本条规定)对其部分或所有**必要权利要求**进行许可。就本条的而言，第十二条规定的**默认许可义务**和第十四条规定的与**提案**相关的许可义务按照优惠程度从高到低的次序排列如下：

Article 13 A member may in its sole discretion commit to grant licenses to some or all of its Necessary Claims under equally or more favorable licensing terms (as set forth below in this Article) than specified by its Default Licensing Obligation. For purposes of this Article, the Default Licensing Obligations set forth in Article 12 and the licensing commitments for Contributions set forth in Article 14 are ordered from most favorable to least favorable, i.e.,

最优惠：按照 RAND RF 条款许可或者参加专利池

Most favorable: RAND RF, or POOLING

第二优惠：按照 RAND 条款许可

Next most favorable: RAND

最不优惠：无许可义务

Least favorable: NO LICENSE

第十四条 为了方便专题组决定是否采纳一个特定的**提案**，以及<SDO Name>根据第十条准备与**标准草案**相关的专利报告，每个成员在提交任何**提案**时应该做出相应披露，并且书面承诺对于成员因为特定**提案**得到**最终标准**的采纳而产生的与该**最终标准**（以及后续**最终标准**的某些部分，这些后续**最终标准**的部分必须是为了向前兼容采纳该特定**提案**的**最终标准**所必需的，也仅限于该**最终标准**要求向前兼容的部分）有关的任何**必要权利要求**，该成员将选择：

Article 14 To facilitate <SDO Name> in its consideration of whether to adopt a specific Contribution, and its preparation of the report of Article 10, each Member shall, upon its submission of any Contribution make a disclosure of, and commit in writing to select, any of its Necessary Claims to a Final Standard to which such Contribution was made (and with respect to those portions of subsequent Final Standards required to ensure backwards compatibility with such Final Standard, but only to the extent that backwards compatibility is required by such Final Standard) that are Necessary Claims to such Final Standard because such Contribution is included in such Final Standard:

- (1) 按照合理且非歧视性的条款提供免费许可（“RAND RF”）；
 - (1) license royalty free without compensation and otherwise under reasonable and non-discriminatory terms (“RAND RF”);
- (2) 参加专利池（“POOL”）；或
 - (2) participate in <SDO Name>Patent Pool (“POOL”); or
- (3) 按照合理且非歧视性的条款（“RAND”）许可。
 - (3) license under reasonable and non-discriminatory (“RAND”) terms.

第十五条 每个成员应该根据诚信原则，在其实际知晓的范围内，随时就可能包含**必要权利要求**的已授权的**专利**和已公开的专利申请及时向<SDO Name>进行披露，该披露义务一直持续到**标准草案**被标准化政府机构批准为止。

Article 15 On an ongoing basis, continuing throughout approval of a Draft Standard by the Authorities, each Member shall make a good faith effort to promptly disclose to <SDO Name> the existence of Patents and published patent applications of such Member that may contain Necessary Claims to the extent of such Member’s actual knowledge.

没有选择第十二条第 1 款（1）或（2）或第十二条第 2 款（1）或（2）规定的**默认**

许可义务的成员，还应当在实际知晓的范围内，披露该成员或其**关联者**的可能包含**必要权利要求**的未公开的专利申请。

Members that have not elected a Default Licensing Obligation pursuant to Article 12 .1(1) or (2) or 12.2(1) or (2) shall also disclose the existence of unpublished patent applications of such Member or its Affiliates that may contain Necessary Claims to the extent of such Member's actual knowledge.

就本条而言，成员实际知晓应当仅限于其成员代表和**提案**作者（如果有的话）的实际知晓范围。在任何情况下，本知识产权政策要求的披露义务都不被解释为要求成员进行专利检索。对本条的解释和应用应当符合诚信原则，成员不得故意对其参与**标准草案**制定的人员隐瞒有关事实以规避本条规定的披露义务。

For the purpose of this Article, Member's actual knowledge shall be limited to the actual knowledge of its Member Representative and authors of its Contributions, if any. In no way shall any disclosure duty arising under this IPR Policy be interpreted as requiring Members to conduct a patent search. Interpretation and application of this Article shall follow the principle of good faith, and the Member shall not intentionally isolate its staff participating in the development of the Draft Standards from the relevant facts for the purpose of avoiding a disclosure duty under this Article.

第十六条 就第十四条和第十五条规定的披露而言，成员应披露以下最低限度的信息：

Article 16 For the disclosures required under Articles 14 and 15 the Member shall disclose the following minimum information:

1、对于已批准的专利及已公布的专利申请的披露，必须包含：

1. With respect to issued patents and published patent applications, disclosure shall include:

(1) 专利权人和/或申请人的身份；

(1) The identity of the patent rights holder and/or applicant; and

(2) 专利号或专利申请号；

(2) the relevant patent number(s) or application number(s).

2、对于成员事先对第三方未负有保密义务的未公布专利申请的披露

2. With respect to unpublished pending patent applications for which the Member is not subject to a preexisting obligation of confidentiality with a third-party, such disclosure:

(1) 应说明存在可能包含潜在**必要权利要求**的专利申请，

(1) Shall include the existence of applications that may contain the potential Necessary Claims.

(2) 可指明相关的**标准草案**部分。

(2) May include an identification of an applicable section of a Draft Standard.

就第十四条规定的披露而言，鼓励成员披露更多许可信息，包括但不限于许可的具体条件和价格或许可原则：

For the disclosures required under Articles 14 the Member is encouraged to disclose more details of license information, including but not limited to those about license conditions and price, or license principles.

本款规定不禁止基于自愿对未公布的尚未授权专利申请做出更广泛的披露。

Nothing herein precludes broader disclosure of unpublished pending patent applications on a voluntary basis.

在某一项已被披露的未公布的专利申请得到公开时，成员应对上文所述与已公布的专利申请相关的其他辨别信息进行披露。

Once an unpublished pending patent application that has been disclosed is published, the Member shall disclose the additional identifying information about the published application.

第十七条 除了根据第六条提供的许可，根据本知识产权政策提供专利许可的所有承诺应当适用于所有成员及其**关联者**，以及所有实施**符合部分**的第三方（以下合称“**被许可人**”），并且应当就提供许可的成员所拥有的**必要权利要求**向**被许可人**提供非排他性的、不可转让的、不可分许可的、全球性的许可，以制造、委托仅以被许可人

的名义制造、使用、进口、许诺销售、租赁、销售或以其他方式分发符合部分。

Article 17 All commitments to grant patent licenses under this IPR Policy, except for those in Article 6, shall extend to all Members and their Affiliates and all third party implementers of Compliant Portions (collectively “Licensees”), and shall provide all such Licensees a non-exclusive, non-transferable, non-sublicensable, worldwide license under the licensor Member’s Necessary Claims to make, have made solely on behalf of the Licensee, use, import, offer to sell, lease, sell and otherwise distribute Compliant Portions.

如果被许可人没有在事实上承诺就自己的必要权利要求按照 RAND RF、专利池或者 RAND 的条件向某一成员或其关联者提供许可，则该成员及其关联者（“许可人”）没有义务就其必要权利要求向被许可人提供许可。

A Member and its Affiliates (“Licensor”) have no obligation to offer to license their Necessary Claims to any Licensee that does not in fact and practice make a commitment to license their Necessary Claims to such Member and Member’s Affiliates under either RAND RF, POOL, or RAND terms.

如果许可人选择按照 RAND RF 或者专利池的条件对其必要权利要求提供许可，而被许可人仅仅愿意按照 RAND 的条件许可自己的必要权利要求，那么许可人仍有义务向被许可人提供其必要权利要求的许可，只是该义务可以通过按照 RAND 的条件提供许可而得到满足。

In the event that a Licensor elects to license its Necessary Claims on either a RAND RF or POOL basis and the Licensee is only willing to offer to license its Necessary Claims under RAND terms, the Licensor shall be obligated to license its Necessary Claims to that Licensee, but such obligation may be fully satisfied by offering to license under RAND terms.

根据本文件提供的许可条款可以包括防御性终止许可的权利。

The terms of any licenses granted pursuant to this document may include defensive suspension rights.

第十八条 <SDO Name>在将标准草案提交标准审批机构批准之前，应给予所有成员（或公众）不少于 XXXX 天的“审阅期”，以便成员（或公众）审阅有关知识产权方面的事项。

Article 18 <SDO Name> shall provide all Members (or public) a “Review Period” of no less than XXXX days prior to submission of a Draft Standard to the Governmental

Authorities for approval, in order to review IPR issues.

如果在“**审阅期**”结束前披露的一个或多个特定专利为成员或其关联者所有，除成员已经根据本知识产权政策第十四条的规定承诺了许可义务的**必要权利要求**外，该成员可以就上述专利中包含的**必要权利要求**声明承诺其许可义务为以下四个选项之一。

In the event one or more specific Patents hold by a Member or its Affiliate is/are disclosed on or before the end of the Review Period, except for the Necessary Claims subject to a licensing commitment made under any provision of Article 14 of this IPR Policy, such Member may declare its licensing commitment with respect to any Necessary Claims contained in such Patents to be any one of the four options set forth in Article 12.2.

- (1) 按照 RAND RF 条款许可；
- (1) license under RAND RF terms;

- (2) 参加专利池；
- (2) participate in the POOL;

- (3) 按照 RAND 条款许可；
- (3) license under RAND terms; or

- (4) 无许可义务 (“NO LICENSE”)。
- (4) no licensing obligation (“NO LICENSE”).

如果成员在“**审阅期**”结束时没有做出声明，将适用成员的**默认许可义务**。如果成员选择无许可义务 (“NO LICENSE”)，<SDO Name>应当对该标准草案进行相应修改。

If no such declaration is made by the end of the Review Period, Member’s Default Licensing Obligation shall apply. If No License has been selected by the member, <SDO Name> shall make appropriate revisions to the Draft Standard.

第十九条 在向标准审批机构提交标准草案以供批准之前，<SDO Name>应当就其已

经知晓的该标准草案中可能涉及的必要权利要求请第三方专利权人做出不可撤消的专利实施许可的书面声明，承诺按照 RAND 条款或更优惠的条款许可采用该标准的任何人实施其专利。如果无法就必要权利要求取得上述许可承诺，应当对该标准草案进行相应修改。

Article 19 Before submission of a Draft Standard to the Authorities for approval, <SDO Name> shall contact potential third party patent holders of Necessary Claims to such Draft Standard regarding the licensing intent of such third parties. The patent holder shall make a written declaration of irrevocable patent implementation license. This declaration shall be under RAND or more favorable condition for any one to implement the patent by using the standard. If <SDO Name> cannot obtain an equivalent licensing commitment, as above, for the related patent claims, <SDO name> shall make appropriate revisions to such Draft Standard.

第二十条 在承担本知识产权政策下的许可义务之外，成员有权按照其他自行确定的条款，独立地向公众提供其**必要权利要求**的许可。

Article 20 In addition to its licensing obligations under this IPR Policy, a Member may independently license its Necessary Claims under terms of its choosing.

第二十一条 所有成员同意，除了按照本知识产权政策的明文规定提供许可外，该成员或其关联者在本知识产权政策下没有，以直接或暗示、禁止反悔或其他方式，向其他方或其关联者提供或同意提供任何知识产权的许可、豁免或其他权利。

Article 21 The Members agree that no intellectual property license, immunity or other right is granted, or agreement to grant licenses is made, under this IPR Policy by any Member or its Affiliates to any other party or their Affiliates, either directly or by implication, estoppel or otherwise, other than the agreements to grant licenses expressly set forth in this IPR Policy.

第二十二条 成员同意，其现在没有，将来也不会为规避本知识产权政策的许可义务而转让包含**必要权利要求**的专利。成员向第三方转让含有**必要权利要求**的专利时，该转让应受到该成员按本知识产权政策已经承担的许可义务（如果有的话）的约束。

Article 22 Member agrees that it has not and will not transfer Patents having Necessary Claims for the purpose of circumventing its licensing obligations under this IPR Policy. Any transfer by Member to a third party of a Patent having Necessary Claims shall be subject to the Member's existing obligations, if any, under this IPR Policy.

成员可以选择遵守本条的具体方式。在转让**必要权利要求**的协议中包含相应条款，

规定该转让应受到已有许可协议和该成员在标准机构、标准起草组织或类似组织中所承担的许可义务的约束（或类似作用或效果的语言），此种方式足以符合本条要求。

Member may choose the manner in which it complies with this Article. The inclusion in any agreement for assigning a Necessary Claim(s), of a provision that such assignment is subject to existing licenses and obligations to license imposed on the Member by standards bodies, specification development organizations, or similar organizations (or language of similar import or effect) shall be sufficient to comply with this Article.

第二十三条 标准研发过程中产生的发明成果的归属依照相关法律规定认定。

Article 23 The inventions generated in the process of standard development shall be assigned and owned according to relevant provisions of law.

当该发明成果获得专利并包含必要权利要求时，该必要权利要求应按以下条款之一进行许可。

In case that a patent containing a Necessary Claim is granted for an invention mentioned above, such Necessary Claim shall be licensed as one of following licensing obligations:

- (1) 按照合理且非歧视性的条款提供免费许可（“RAND RF”）；
- (1) license royalty free without compensation and otherwise under reasonable and non-discriminatory terms (“RAND RF”);
- (2) 参加专利池（“POOL”）；或
- (2) participate in <SDO Name>Patent Pool (“POOL”); or
- (3) 按照合理且非歧视性的条款（“RAND”）许可。
- (3) license under reasonable and non-discriminatory (“RAND”) terms.

第五章 专利池

CHAPTER V <SDO Name>PATENT POOL

第二十四条 为便利产业界对本组织起草的技术标准的采用，<SDO Name>支持专利池的建立。经过独立评估确认为**必要权利要求**的专利权利要求可以加入专利池，参与打包许可与专利许可费的分配。

Article 24 To facilitate industry adoption of the Standards developed by <SDO Name>, <SDO Name> will work toward establishment of a <SDO Name> Patent Pool. Patent

claims recognized as Necessary Claims after independent evaluation may be placed in <SDO Name> Patent Pool to participate in the blanket licensing arrangement and the distribution of relevant license fees.

第二十五条 专利池的管理应采用“一站式”的许可方式，其目的在于遵循以下原则，实现从一个渠道对加入专利池的**必要权利要求**进行许可的目标：（1）最大程度地吸收包含**必要权利要求**的**专利**的原则、（2）诚实信用原则、（3）自愿参与原则、（4）非排他性原则、（5）非歧视性管理的原则。

Article 25 The administration of <SDO Name> Patent Pool shall adopt the approach of “One-Stop-Shop”, for which the goal is to enable licensing of Necessary Claims included in the Pool from one source under principles of: (1) maximum inclusion of Patents having Necessary Claims, (2) good faith, (3) voluntary participation, (4) non-exclusiveness, and (5) non discriminatory administration.

第二十六条 专利池提供的专利许可及其管理应当遵循以下原则：（1）公平非歧视性；（2）专利许可模式简易可行；（3）有竞争力的许可费用；（4）保留专利池参加者在专利池之外对其拥有的知识产权进行独立授权的权利，以及所有对专利池参加者所拥有的知识产权感兴趣者皆可以在专利池外在合理、非歧视条款下获得相关知识产权许可。

Article 26 The license to be provided through the Patent Pool and the administration thereof shall comply with the following principles: (1) reasonable and non-discriminatory, (2) with a simple and practicable licensing structure, and (3) under a competitive license fee.¹(4) Preserving opportunities for pool participants to independently license their intellectual property outside the pool, and for all interested parties to obtain a pool participant’s intellectual property on RAND terms outside the pool.

第二十七条 <SDO Name>将就专利池的管理及其专利许可的原则另行作出建议性的规定。

Article 27 <SDO Name> will set up advisory Guidelines concerning administration of <SDO Name> Patent Pool and patent licenses thereof.

第六章、商标

CHAPTER VI TRADE MARK

第二十八条 如果<SDO Name>需要以任何名称或标志作为商品商标、服务商标或商

号（总称为“商标”），<SDO Name>应根据章程的规定办理相关事项。

Article 28 In the event that <SDO Name> proposes to adopt any name or logo as a trademark, service mark or trade name (“Trademark”), <SDO Name> shall act in accordance with the procedures set forth in the constitution.

如果<SDO Name>选择任何商标作为证明某一产品或服务与其他所有采用相同商标的产品或服务相兼容的标志，该商标的使用应当由<SDO Name>或其指定的实体按照合理和非歧视性的条款进行许可，许可方式应当保证产品或服务与**最终标准**相符合。

To the extent that any Trademark is selected by <SDO Name> as an indicator that a product or service is compatible with all products or services so marked, such Trademark shall be licensed under reasonable and nondiscriminatory terms by <SDO Name> or an entity designated by <SDO Name> in a manner to ensure compliance with a Final Standard.

第七章、著作权

CHAPTER VII COPYRIGHT

第二十九条 <SDO Name>拥有**标准草案**的著作权，但受提出**提案**的成员和其他著作权所有者所享有的权利的约束。除非事先已经得到<SDO Name>明确的书面许可，任何成员均不得出版或发行**标准草案**或**最终标准**的全部或部分内容，或其他任何演绎作品。

Article 29 <SDO Name> shall own the copyright in Draft Standards, subject to the underlying copyright rights of the contributing Members and other copyright owners. No Member shall publish or distribute a Draft or Final Standard or any part thereof or any derivative work thereof, except with the express prior written consent of <SDO Name>.

第三十条 由**标准审批机构**批准颁布的**最终标准**著作权属于国家所有。其使用、修改和发行应遵守有关法律法规的规定。

Article 30 The copyright for the Final Standards as approved and released by the Authorities belongs to the State. Any use, modification or distribution of Final Standards shall be in conformity to applicable laws and regulations.

第三十一条 成员提供软件作为某一**最终标准**的参考实施方案（例如，用于示例如何实现某一标准的一个符合标准的实施方案）的全部或部分的，该成员应当向用户提供一份免费的著作权许可，允许其在任何符合**最终标准**的实施方案中使用该软件。该成员没有暗示提供任何其他著作权许可。<SDO Name>，其成员或其他任何实施者

都没有义务在本知识产权政策下或者为了制造**符合部分**使用上述软件。

Article 31 A Member contributing software to serve as all or a portion of a reference implementation (i.e., a compliant implementation of a standard offered as an example for how to implement such standard) for any Final Standard shall give users a royalty free copyright license to use the software in any implementation conforming to this Final Standard. No other copyright license from such Member shall be implied. None of <SDO Name>, its Members or any other implementer shall have any obligation to use such software under this IPR Policy or in order to create a Compliant Portion.

第三十二条 如果为了确定是否符合某一<SDO Name>最终标准要求使用特定的测试套件或遵循特定的测试规程，该测试套件或测试规程必须可以公开获得。

Article 32 If conformance with a <SDO Name> final standard requires the use of specific test suite or following specific test program, the test suite or test program shall be publicly available.

第八章、许可义务的存续

CHAPTER VIII SURVIVAL

第三十三条

Article 33

1、成员根据第六条、第十一条、第十二条、第十四条、第十七条和第十八条提供许可的承诺，在成员终止或撤消其在<SDO Name>的成员资格之后，对于下列**必要权利要求**仍应继续有效：

1. Member's agreement to grant licenses as provided in Articles 6, 11, 12, 14, 17 and 18 shall remain in full force and effect after Member's termination or withdrawal of its membership in <SDO Name>, for:

(1) 与该成员就并入某一**最终标准**的任何版本的**标准草案**提出的**提案**有关的任何**必要权利要求**。但是，相应提供许可的承诺仅限于该**标准草案**，以及**最终标准**中为了向前兼容该**标准草案**所必需的部分；

(1) any Necessary Claim to a Contribution made by such Member to any version Draft Standard that is incorporated into a Final Standard, provided that the agreement to grant licenses is limited to only such Draft Standard(s) and portions of the Final Standard

required for backward compatibility with such Draft Standard(s); and

(2) 该成员的与并入某一**最终标准**的任何版本的**标准草案**有关的，其**提案**之外的任何**必要权利要求**，如果该**标准草案**在该成员的<SDO Name>成员资格存续期间可供其审阅。不过，该成员或前成员应有权在该**标准草案**可供审阅之日起 XXXX 天内根据第十八条的规定做出声明，并且提供许可的承诺仅限于该**标准草案**，以及**最终标准**中为了向前兼容该**标准草案**所必需的部分。

(2) any Necessary Claim of such Member, which is not a Contribution, to any version Draft Standard that is incorporated into a Final Standard, where such Draft Standard(s) was made available for review during such Member's membership in <SDO Name>, provided that the Member or former Member shall be entitled to furnish a declaration in accordance with Article 18 within 90 days of availability of the Draft Standard(s) and provided further that the agreement to grant licenses is limited to only such Draft Standard(s) and portions of the Final Standard required for backward compatibility with such Draft Standard(s).

2、如果<SDO Name>解散，成员同意在解散后（根据第六条、第十一条、第十二条、第十四条、第十七条和第十八条的规定）就必要权利要求提供许可，但仅限于该成员在解散之前有义务提供许可的最终标准；以及

2. In the event of dissolution of <SDO Name> (if any), each Member agrees to grant licenses (as provided in Articles 6, 11, 12, 14, 17 and 18) after dissolution for Necessary Claims but only in connection with Final Standards for which such Member was committed to grant licenses before dissolution; and

3、与某一后续最终标准有关的必要权利要求，但仅限于与该最终标准如下部分有关的必要权利要求：（1）该部分是为了向前兼容，且在该成员的<SDO Name>成员资格存续期间被采纳的某一最终标准所必需的；（2）该成员就在先采纳的该最终标准对该必要权利要求已经承诺了许可义务。

3. Any Necessary Claim to a later Final Standard, but only to the extent that such claim is a Necessary Claim to the portion of such Final Standard that: (1) is required to be backwards compatible with a Final Standard adopted during such Member's membership in <SDO Name>, and (2) such Member is already obligated to license such claim with respect to such earlier adopted Final Standard.

除本条明确规定之外，撤消或终止成员资格的成员没有义务许可任何其他必要权利要求。

In no event is a withdrawn or terminated Member obligated to license any additional Necessary Claims except as specified in this Article.

所有有义务根据本条规定对一个或更多的必要权利要求提供许可的成员仍然有权享有第十七条规定的互惠性权利。

All Members that are obligated to license one or more Necessary Claims under this Article shall remain entitled to the reciprocity under Article 17 for Necessary Claims.

第九章、其他

CHAPTER IX MISCELLANEOUS

第三十四条 对本知识产权政策的任何修改必须遵循<SDO Name>章程的有关规定。成员应当有至少 30 天时间以决定是否接受有关修改（“接受期间”），该期间自成员接到有关修改的书面通知之日算起（可以通过电子邮件通知）。如果在接受期间内，成员的授权代表没有书面确认接受修改后的知识产权政策，该成员将被视为自动退出<SDO Name>。在接受期间结束之前撤出<SDO Name>，或者在接受期间结束时自动撤出的任何成员不受修改后的知识产权政策的约束。

Article 34 Any revisions to this IPR Policy shall be approved pursuant to the requirements of the constitution of <SDO Name>. Members shall be afforded at least thirty (30) days from the date of receiving written notice of such revisions (“Acceptance Period”) (notice in email form will suffice) to accept such revisions. A Member will be automatically withdrawn from <SDO Name> if an authorized representative of Member does not confirm their acceptance in writing of the revised IPR Policy within the Acceptance Period. Any Member that withdraws from <SDO Name> prior to the end of the Acceptance Period or is automatically withdrawn at the end of the Acceptance Period will not be subject to the revised IPR Policy.

成员默认许可义务表

根据《<SDO Name>知识产权政策》及相关文件规定，成员有义务填写下列默认许可义务表，并提交至<SDO Name>秘书处保存。

成员名称： _____
代表姓名（印刷体）： _____ 职务： _____
代表签名： _____ 日期： _____
通讯地址： _____
邮编： _____
电子邮件： _____
电话： _____ 传真： _____

（填写前请阅读本文件结尾处的填表说明）：

表一：本成员确认参加的专题组及承诺的专利默认许可义务

本成员确认参加如下专题组（标☐表示选中，下同）：

- 所有专题组（即选中随后的全部专题组以及将来成立的专题组）
- XXXX 专题组
- XXXX 专题组
- XXXX 专题组
- XXXX 专题组

当上述选中的专题组所起草的草案成为最终标准，则对于与该最终标准有关的任何必要权利要求，本成员的默认许可为：

- 按照合理且非歧视性的条款免费许可
- 加入专利池
- 按照合理且非歧视性的条款(RAND)许可

当本成员向上述专题组提交技术提案时，本成员的默认许可为：

- 按照合理且非歧视性的条款免费许可
- 加入专利池
- 按照合理且非歧视性的条款(RAND)许可

表二：本成员确认不参加的专题组及承诺的专利默认许可义务

本成员确认不参加如下专题组（标☐表示选中，下同）：

- XXXX 专题组
- XXXX 专题组
- XXXX 专题组
- XXXX 专题组

当上述选中的专题组所起草的草案成为最终标准，则对于与该最终标准有关的任何必要权利要求，本成员的默认许可为：

- 按照合理且非歧视性的条款免费许可
- 加入专利池
- 按照合理且非歧视性的条款(RAND)许可
- 无许可义务

成员代表签名并加盖成员单位公章：_____

日期：_____年_____月_____日

填表说明：

- (1) 成员可以选择“所有专题组”，这样就可以避免每次成立新的专题组时都补签本表。在这种情况下，成员不必填写表二（也就是只需要提交第一页既可）。
- (2) 成员也可以在每次成立新的负责制定新标准的专题组时通过填写此表书面确认是否参加及关于新专题组的默认许可业务。
- (4) 若成员对不同专题组选择不同的默认义务，可以通过复制表一或表二分别表述。

Default Licensing Form for the Member of <SDO Name>

According to the <SDO Name> IPR Policy, Members shall complete this Default Licensing Form, which shall be submitted to <SDO Name> General Secretary

Member: _____
Name: _____
Authorized delegate (Printed name): _____
Signature: _____ Date: _____
Address: _____
Post Code: _____
Tel: _____ Fax: _____
Email: _____

(Please read the directions before filling out the forms)

Form I: A confirmation of the subgroup(s) in which the member wishes to participate and the default obligations the member agrees to commit:

As a member of <SDO Name>, we confirm participation in the following subgroups:
("x" means confirmation):

- all** of the subgroups (means all existed and going to be created subgroups)
- XXXX** subgroup
 XXXX subgroup
 XXXX subgroup
 XXXX subgroup

As a member of <SDO Name>, according to the IPR Policy of the <SDO Name>, we commit to the following default licensing obligations for patents, which meet the Necessary Claims in the final standards and owned by us:

- RAND-RF**
 Patent Pool
 RAND

As a member of <SDO Name>, according to the IPR Policy of the <SDO Name>, we commit to the following default licensing obligations for patents within our technical contribution

- RAND-RF**
 Patent Pool
 RAND

Form II: Default licensing obligation committed to by the member for the subgroup(s) that the member does not join:

As a member of <SDO Name>, we do not confirm participation in the following subgroups: (“x” means confirmation):

- XXXX** subgroup
- XXXX** subgroup
- XXXX** subgroup
- XXXX** subgroup

As a member of <SDO Name>, according to the IPR Policy of <SDO Name>, we commit to the following default licensing obligations for standards produced by subgroups of which we are not members:

- RAND-RF**
- Patent Pool**
- RAND**
- No Licensing**

Stamp: _____

Date: _____ Year _____ Month _____ Day

Directions:

- (1) Members may wish to select “**all** of the subgroups” in **Form I** to avoid the discommodity of creating new subgroups. Under this condition, members only need to fill **Form I**
- (2) Members may also wish to fill in this form when a new subgroup created, to confirm or disconfirm the participation and the default licensing obligations for the new subgroup.
- (3) If the obligations a contributing member promises are different for different subgroups, the above forms I and II can be copied and completed separately according to the circumstances of the member.

成员提案专利披露与许可承诺表

根据《<SDO Name>知识产权政策》第十四、十五、十六条等相关规定，成员在向各专题组提交技术提案时应填写本《成员提案专利披露与许可承诺表》，作为该提案的必要组成部分同时提交。

专题组名称： XXXX XXXX XXXX XXXX

提案文档编号： _____

提案日期： _____

提案标题： _____

提案成员名称： _____

提案代表姓名（印刷体）： _____ Email： _____

提案代表通讯地址： _____ 邮编： _____

电话： _____ 传真： _____

提案成员应当通过选中表 A 或者通过选中并填写表 B 相关部分完成此表。表 C 可以自愿填写。下列表格均可根据实际需要增加表格行。

表 A:

提案成员在其实际知晓的范围内已获知本提案不涉及提案成员和他人的专利、专利申请和专利计划。

表 B-1: 已获得授权的专利和/或已公开的专利申请

如果本提案中包含提案成员或其关联者已获得授权的专利和/或已公开的专利申请，提案成员应当填写下表：

序号	专利名称	申请号 或 专利号	申请日 或 授权日	申请或者获得授权的国家 /地区	由提案成员自愿给出的专利主要技术内容介绍及其与标准内容相关性说明(可另加附件)	许可承诺(请选择 (a) RAND 免费许可或 (b) 加入专利池或 (c) RAND)	更多许可信息
1							
2							

表 B-2: 未公开的专利申请

如果提案成员的默认许可义务不是 RAND-RF 或者 POOL, 当提案成员或其关联者有与此提案相关的未公开的专利申请时，提案成员必须选中此表。

提案成员可在下表中自愿披露上述未公开的专利申请的具体情况及其选择许可承诺：

序	专利名称	申请号	申请日	申请的国家	专利主要技术内容介绍及其	许可承诺(请选择	更多许可信息
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号		或 受理号		/地区	与标准内容相关性说明(可 另加附件)	(a) RAND 免费许可或 (b) 加入专利池或 (c) RAND)	
1							
2							

表 C: 自愿填写

提案成员自愿在其实际知晓的范围内披露的本提案可能涉及到的他人专利和专利申请:

序号	专利名称	申请号 或 专利号	申请日 或授权 日	申请或者 获得授权 的国家/地 区	专利的主要技术内容介绍及其与标 准内容相关性说明(可另加附件)	申请人或专利 权人
1.						
2.						

成员代表签名并加盖成员单位公章: _____

日期: _____年____月____日

**Form of the Disclosure and Licensing of Patents
For Contributions of the Members of <SDO Name>**

According to the IPR Policy of <SDO Name> article 14, 15, 16 etc, members shall fill in the following forms when they propose technical contributions to <SDO Name> and the forms shall also be applied as a necessary appendix of the contribution.

Subgroup:XXXX□_____XXXX□_____XXXX□_____XXXX□_____

Contributing Member:_____ Date:_____

Topic of the contribution: _____

File No. of contribution: _____

Authorized delegate (Printed name): _____

Signature: _____

Address: _____

Post Code:_____Tel: _____Fax: _____

Email: _____

Contributing member shall fill in Form A or the corresponding sections of Form B to complete this Form. Contributing member may voluntarily fill in Form C.
More lines can be added to each form, if necessary.

Form A: The Contributing Member is aware of not having any granted, pending, or planned patents associated with the technical content of the Contribution.

Form B-1: Granted patent and/or published patent application

The Contributing Members or their affiliates who have granted patent and/or published patent application should fill in the following form.

No.	Title	No. of Application Or No. of Patent	Date of Application Or Date of Granting	Countries and regions where the patent is granted or published	Voluntary Technical Details of the Patent and Relationship with the Standard (Appendix may be added)	Licensing commitment (Please make a choice) (a)RAND-RF (b)Patent Pool (c)RAND	Other Licensing Information
1.							
2.							

Form B-2: Unpublished patent application

If the default licensing obligation of the Contributing Member is not RAND RF or POOL, the contributing members or their affiliates who have unpublished patent application should fill in the following form.

Contributing Members may voluntarily disclose the unpublished patent application and declare the licensing commitment on the following form

No.	Title	No. of Application Or No. of Issue	Date of Application	Countries and regions where the patent application was filed	Voluntary Technical Details of the Patent and Relationship with the Standard (Appendix may be added)	Licensing commitment (Please make a choice) (a)RAND-RF (b)Patent Pool (c)RAND	Other Licensing Information
1.							
2.							

Form C Voluntarily fill in

Contributing Members may voluntarily disclose the granted patent or patent application of themselves or other:

No.	Title	No. of Application Or No. of Issue	Date of Application	Countries and regions where the patent is granted or published	Voluntary Technical Details of the Patent and Relationship with the Standard (Appendix may be added)	Proposer Or Patent Owner
1.						
2.						

Stamp: _____

Date: _____ Year _____ Month _____ Day _____

标准草案专利披露与许可承诺表

标准草案名称: _____
 成员名称: _____
 成员代表姓名: _____
 成员代表通讯地址: _____ 邮编: _____
 电话: _____
 传真: _____ Email: _____

根据《<SDO Name>知识产权政策》第十五条之规定，每个成员应该根据诚信原则，在其实际知晓的范围内填写下表，就可能包含**必要权利要求**的已授权的**专利**和已公开的专利申请及时向<SDO Name>进行披露。

如果成员或其关联者拥有可能与标准草案相关的必要权力要求，则必须就包含这些必要权力要求的专利或已公开专利申请填写下表，按照知识产权政策的相关规定声明其许可义务（简便起见，表中“许可承诺”项中可用如下约定代码：(a) RAND 免费许可；(b) 加入专利池；(c) RAND 许可；(d) 无许可义务）。

另外，提案成员对于已在提案专利披露表中披露过的专利或专利申请，也可以通过填写下表声明更优惠的许可承诺（可根据实际需要增加表格行）。

序号	专利权人	公开号 或 专利号	公开日 或 授权日	公开或者 获得授权 的 国家/地区	由成员自愿给出专利名称、主要技术内 容介绍及其与标准内容相关性说明 (可另加附件)	许可承诺
1						
2						

根据知识产权政策第十五条之规定，如果成员的默认许可义务不是 RAND-RF 或专利池，对与此标准草案相关的未公开专利申请，成员必须通过选中下面的复选框披露此未公开专利申请是否存在（下面的选项只能选择一项）。

- 成员或其关联者没有与此标准草案相关的未公开专利申请
- 成员或其关联者有与标准草案相关的未公开专利申请。成员可自愿披露这些未公开专利申请的具体情况并声明许可承诺如下表（可根据实际需要增加表格行，表中“许可承诺”项中可用代码同上文）：

序号	专利权人	申请号或 受理号	申请日	申请的 国家/地区	专利的主要技术内容介绍 及其与标准内容相关性说明(可另加附件)	许可承诺
1						
2						

如果成员直到“审阅期”结束时没有反馈此表做出声明，视为成员认为本标准草案不涉及成员和其关联者的任何专利或专利申请。对于成员或其关联者拥有的必要权力要求将适用成员的默认许可义务。

成员代表签名并加盖成员单位公章： _____

日期： _____年____月____日

Form of the Disclosure and Licensing of Patents for Draft Standard

Draft Standard Name: _____
 Member Name: _____
 Authorized Delegate (Printed Name): _____
 Address: _____
 Post Code: _____ Tel: _____
 Fax: _____ Email: _____

According to <SDO Name IPR Policy>, each Member shall make a good faith effort to fill in the following form and to promptly disclose to <SDO Name> the existence of Patents and published patent applications of such Member that may contain Necessary Claims to the extent of such Member’s actual knowledge.

Members and their affiliates who own the patents or open patents which meet the Necessary Claims of the Draft standard are required to fill in the form under the relevant licensing obligations of the relative regulation of <SDO Name> IPR Policy.

(For the purpose of simplification, the following change can be made:

RAND RF as (a); Pool as (b); RAND as (c); NO LICENSE as (d))

The contributing members could supply a more favorable licensing commitment for these disclosed patents or patent applications in their contribution by fill in the following form, in comparison with the licensing commitment they made within the “Form of the Disclosure and Licensing of Patents” for contribution.

(More lines can be added to each form, if necessary)

No.	Title	No. of Application Or No. of Patent	Date of Application Or Date of Granting	Countries and regions where the patent is granted or published	Voluntary Technical Details of the Patent and Relationship with the Standard (Appendix may be added)	Licensing commitment
1.						
2.						

According to <SDO Name> IPR Policy Article 15, members shall choose one of two following check boxes to disclose the existence of unpublished patent application when the default licensing obligation of the Member is not RAND RF or POOL.

(One and only one option can be chosen)

- Member or his affiliate(s) has no unpublished patent application(s) related to this Draft Standard

Member or his affiliate(s) has unpublished patent application(s) related to this Draft Standard. And member agrees to disclose the detail of this (these) unpublished patent application(s) and declare the licensing commitment as in the following form.

(More lines can be added to each form and For the purpose of simplification, the following change can be made: RAND RF as (a); Pool as (b); RAND as (c); NO LICENSE as (d))

No.	Patent Owner	No. of Application Or No. of issue	Date of Application	Countries and regions where the patent is granted or published	Voluntary Technical Details of the Patent and Relationship with the Standard (Appendix may be added)	Licensing commitment
1.						
2.						

If no such declaration is made by the end of the Review Period, members and their affiliate(s) shall be treated as they have no such patents or patent applications related to the Draft Standard. Member's Default Licensing Obligation shall apply to any of their Necessary Claims.

Stamp: _____

Date: _____ Year _____ Month _____ Day