

NIDA Document

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NIDA Intellectual Property Rights Policy

CHAPTER I GENERAL

- Article 1 The Network Innovation and Development Alliance (hereinafter referred to as the "Alliance") aims to build an open, international, and industry-influential platform for innovation and development in the fixed network sector. To unite partners across the global industry chain and promote the healthy development of the global fixed-network ecosystem, the Alliance has formulated this Intellectual Property Policy (hereinafter referred to as the "Policy") to further standardize IPR-related matters within the Alliance.
- Article 2 This Policy is one of the important policies of the Alliance and must be observed by all Alliance members.

CHAPTER II DEFINITIONS

- Article 3 The terms defined in this Policy shall have the meanings provided below:

Contribution: refers to any documents or suggestions submitted by a member to the Alliance in writing or electronically, including the drafting and modification of standard documents.

Standards: refer to the technical standards, technical specifications, and test specifications of the Alliance.

Standard documents: refer to standard documents approved, developed, and promoted by the Alliance, including all documents produced at various stages of the standard formulation and revision process—such as standard drafts, official versions, and published editions.

Standard essential patent (SEP): refers to a patent that is technically indispensable for implementing standards formulated or revised by this Alliance (the standards cannot be implemented without authorization from the patent holder) or a patent or patent application that must be used in order to implement a specific technical standard. "SEPs" as referred to in this Policy do not include: (1) any SEPs or patent applications relating to standards issued by third-party organizations that are cited in the standards developed by this Alliance; (2) any patents or patent applications relating to illustrative examples or reference information contained in the final standard documents.

Standard copyright: refers to the intellectual property arising from the originality of the standard texts formulated and published by the Alliance, whether in whole or in part.

Standard trademark: refers to any mark used or registered by the Alliance to identify and distinguish the source of products or services.

Affiliate: refers to any legal entity that directly or indirectly controls another entity through ownership of more than fifty percent (50%) of its voting rights or equity, is controlled by another entity, or is under common control with another entity. If the term "Member" is used in this Policy, it shall also include all Affiliates of that Member.

CHAPTER 3 IPR LICENSING AND INFORMATION DISCLOSURE

- Article 4 Members shall license the implementation of the SEPs they hold to standard implementers on fair, reasonable and non-discriminatory (FRAND) terms.
- Article 5 A patent licensing declaration or commitment made by a SEP holder shall be irrevocable once submitted, unless the declared SEP is no longer essential to the implementation of the standard due to changes in the standard content, or the SEP holder submits a new licensing commitment on more favorable terms, i.e., changing from licensing on FRAND terms to granting a free license on FRAND terms.
- Article 6 For a SEP for which a licensing declaration or commitment has been made, the SEP holder shall, prior to any transfer of the patent, inform the transferee of the content of the licensing declaration or commitment and the related obligations under this Policy. Regardless of whether such notice is given, any transferred SEP shall remain subject to the declaration or commitment and the restrictions set forth in this Policy. The SEP holder shall not transfer a SEP for the purpose of circumventing its licensing obligations.
- Article 7 Within one calendar month of receiving the public notification of a draft standard, a Member shall use Appendix Form 1 to submit to the Alliance any objection to licensing any SEP relating to the standard, and shall at the same time provide written reasons for such objection. If a Member fails to submit an objection within one calendar month after the notification of the draft standard, the Member shall be deemed to have agreed to license all SEPs it holds for the implementation of the standard on FRAND terms. The Alliance may, after fully considering the written reasons provided by the Member, decide whether to retain the Member's membership in the Alliance.
- If a Member objects to licensing, the Alliance shall engage consulting experts to seek alternative solutions or take other effective measures to resolve the matter.
- Article 8 For any Contribution submitted by a Member, the Member shall not refuse to license, on FRAND terms, any SEPs it holds that are involved in the Contribution.
- Article 9 If a SEP held by a non-member organization or individual comes to the Alliance's attention, the Alliance shall:
- (I) Actively contact the non-member SEP holder and seek effective ways to obtain a licensing declaration for the patent from the holder (using Appendix Form 1)
 - (II) If the non-member SEP holder refuses to license the patent to standard implementers on FRAND terms, alternative solutions shall be sought, including but not limited to:
 - (1) If the standard has not yet been published, feasible alternatives should be considered. If no alternatives are available, the Alliance Council shall vote on whether to suspend or terminate the development and publication of the standard, while continuing to seek other solutions.

(2) If the standard has already been published, feasible alternatives should be considered. If no alternatives are available, other effective measures shall be pursued. If no solution can be found, the Alliance Council shall vote on whether to revise the standard, suspend its adoption and promotion, or withdraw the standard.

Article 10 The Alliance encourages any Member who is aware that itself, other Members, non-member organizations, or individuals may hold SEPs to promptly notify the Alliance in writing of such potential SEPs and to disclose the relevant patent information using Appendix Form 1. This helps the Alliance address licensing issues, including those involving non-member SEP holders or patent applicants.

The Alliance may require Members to disclose patent information relating to a particular standard. Members commit to submitting Appendix Form 1 and disclosing the relevant SEP information upon receiving such a disclosure request from the Alliance. If a Member fails to submit Appendix Form 1 to the Alliance before the standard is submitted for pre-approval after receiving the disclosure request, the Member shall be deemed to have agreed, under Article 4 of this Policy, to license all SEPs it holds that are necessary for the implementation of that standard.

Article 11 When disclosing patent information, Members shall make reasonable efforts based on their knowledge and be responsible for the authenticity of the patent information and related supporting materials provided by them. Members undertake not to intentionally conceal, nor to avoid proactively disclosing, patent information that needs to be disclosed according to this Policy in any way.

Article 12 The copyright of the Alliance's published standard documents, reports, white papers, and other deliverables belongs to the Alliance. Without the consent of the Alliance, no Member shall publish or distribute, in whole or in part, any draft or final standard, report, white paper, or other deliverables, or any other derivative works. The Alliance shall state the terms of its copyright license in the standards, reports, white papers, and other documents it publishes.

Article 13 The Alliance grants its Members a free, non-exclusive, worldwide, and non-sublicensable copyright license to use solely for activities relating to the implementation of standards. The standards, reports, white papers, and other deliverables published by the Alliance will be released through the Alliance's official channels. Members may view, download, and use them via the Alliance's official website and AllianceHub. If a non-member requests a copyright license from the Alliance for the purpose of implementing a standard, the Alliance may grant the license to the non-member standard implementer on FRAND terms.

Article 14 Unless otherwise specified by the Alliance, Members agree to grant the Alliance an unconditional, free, irrevocable, non-sublicensable, perpetual, and worldwide license to all copyright-protected works that they own and submit to the Alliance and that relate to contributions and standard content, including but not limited to proposals, drafts, reports, white papers, and other documents. Such licenses shall be limited to the following purposes and scope:

- (1) For internal communication within the Alliance;
- (2) For the formulation, revision, evaluation, release, and promotion of standards;
- (3) For industry promotion.

If a Member is aware that the materials it submits include third-party copyrighted content, the Member shall disclose this to the Alliance.

Article 15 Members agree that, during the term of their membership, the Alliance may use their trademarks or organization names to accurately indicate their membership or their relationship with the Alliance or its activities. This includes, but is not limited to, listing Members' organization names or trademarks on the relevant Member pages of the Alliance's website.

- Article 16 Members must lawfully and validly hold the IPRs for which they make licensing commitments under this Policy. If there are significant changes to the information or the status of the rights covered by these licensing commitments—including but not limited to changes in ownership of patents, trademarks, or copyrights—that may affect the substantive content of the licensing commitments or the normal operation of the Alliance, Members shall promptly notify the Alliance.
- Article 17 A Member's patent license declarations made under this Policy remain valid even if the Alliance is terminated due to dissolution or deregistration, the Member's membership ends due to withdrawal or expulsion, or the Member's membership is suspended. For SEPs included in draft or final standards completed by the Alliance or its working bodies before a Member's withdrawal or expulsion, the Member's patent license declarations remain valid, even if the draft or final standard has not yet been publicly released.
- Article 18 The Alliance owns and manages all rights to its trademarks and other related logos and reserves the right to change or modify them.
- Article 19 In compliance with relevant Alliance rules and the Alliance's trademark usage requirements, Alliance Members are granted a non-exclusive, worldwide, and non-sublicensable license to use the Alliance's trademarks in connection with the manufacturing and marketing activities of standard implementation products that have passed standard certification to indicate their status as Alliance Members. These activities include but are not limited to manufacturing, sales, leasing, marketing, and promotional activities. If a non-member standard implementer requests a trademark license from the Alliance, the Alliance may, under reasonable conditions, grant a trademark license to the owner of products that have passed standard certification.

CHAPTER 4 DISCLAIMER

- Article 20 The Alliance is not responsible for reviewing the validity or applicability of SEPs or patent license declarations provided by patent holders to the Alliance, nor does it guarantee the authenticity or completeness of the SEP information.
- Article 21 Neither the Alliance nor its Members are obligated to search for or analyze SEPs. However, this does not prevent the Alliance or its Members from conducting due diligence or other technical searches regarding SEPs.
- Article 22 The Alliance shall not be liable to any Member or any third party for any direct, indirect, special, incidental, punitive, or collateral damages arising from this Policy, regardless of whether the damages are relating to contracts, infringements, warranties, or any other aspects and whether the Member or third party is informed of the possibility of such damages. Such damages include, but are not limited to, costs of purchasing substitute products or services, loss of profits, loss of use, and loss of data.

CHAPTER 5 OTHERS

- Article 23 This Policy is governed by and shall be interpreted in accordance with the laws of the People's Republic of China. The Alliance reserves the right of final interpretation of this Policy.
- Article 24 If a Member violates the provisions of this Policy, the Alliance may take measures such as suspending the Member's rights and interests, dismissing the member, and claiming reasonable losses from the member.
- Article 25 Matters relating to patent licensing should primarily be resolved through direct negotiation between the patent holder and standard implementer. Any disputes arising from the implementation of the Alliance's standards involving patent issues shall be resolved by the relevant authorities.
- Article 26 This Policy is provided in both Chinese and English, with both versions having equal legal effect. In case of any discrepancy or ambiguity between the two versions, the Chinese version shall prevail.
- Article 27 This Policy applies to all IPR-related activities of the Alliance. It takes effect on the date of publication. If necessary, the Alliance Council or an authorized body of the Council may formulate detailed rules for the implementation of this Policy.

APPENDIX FORM 1:
NIDA Patent Disclosure and Implementation License Statement

Standard Information			
Project Name/ Standard Name			
Lead Organization and Contact Person			
Responsible Sub- Committee			
Patent Holder/Applicant Information			
Patent Holder/ Applicant Name			
Contact Name		Phone Number	
Postal Code		E-mail	
Contact Address			
SEP Information			
Patent No.	Patent-covered Modules		
SEP Implementation License Statement			
<p>When the claims of a patent held by a patent holder/applicant become SEP claims in a final published standard, the patent holder/applicant shall make the following licensing declaration (select one of the three options below):</p> <p>(a) The patent holder/applicant agrees to grant a free license to any organization or individual to use the patent when implementing the standard on FRAND terms. Note: The patent holder/applicant may make this declaration under reciprocal or defensive termination conditions.</p> <p>(b) The patent holder/applicant agrees to grant a paid license to any organization or individual to use the patent when implementing the standard on FRAND terms. Note: The patent holder/applicant may make this declaration under reciprocal or defensive termination conditions.</p> <p>(c) The patent holder/applicant declines to grant a license under either of the foregoing options.</p>			
Patent Holder/Patent Applicant (Signature/Seal): Date: (MM/DD/YYYY)			

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1.0	Zhan Yaling	2023-09-10	Initial draft	Second Meeting of the First Council

*** This form serves as an important document control record. Content can only be added and must not be deleted by anyone.**

Report to: None

To: All NIDA members, committees, and departments

Cc: None

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