

NIDA Document

NIDA Policy Document [2026] 001

NIDA Intellectual Property Rights Policy V2.0

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 field. 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 that all Alliance Members shall comply with.

CHAPTER II DEFINITIONS

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

Contribution: refers to any technical proposal, draft, or revision suggestion, including any drafting or amendment to standard documents, that is formally submitted by a Member in writing (including by electronic means) to the Alliance for the purpose of being considered and potentially incorporated into the Alliance's standard documents. Any opinions, comments, or ideas raised in informal communications, such as during meeting discussions or via email, shall not constitute a "Contribution" as defined herein, unless such communication is subsequently formally submitted in writing by the Member.

Standards: refer to the technical standards, technical specifications, and test Specifications, etc., released by the Alliance.

Draft Standards: refer to the technical standards, technical specifications, and test Specifications, etc., that have not completed the release process by the Alliance and are still in the drafting or revision stage.

Standard documents: includes Standards and Draft Standards.

Standard essential patent (SEP): refers to a patent or patent application that is technically indispensable for implementing standards formulated or revised by this Alliance. "SEPs" as referred to in this Policy do not include: (1) any Standard essential patents or patent applications relating to standards issued by third-party organizations that are cited in the standards developed by this Alliance; (2) any Standard essential patents or patent applications relating to illustrative examples or reference information contained in the final standard documents.

Affiliate: refers to any legal entity that directly or indirectly controls another entity, is controlled by another entity, or is under common control with another entity, through the ownership of more than fifty percent (50%) of its voting rights or equity. 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 agree to grant licenses to standard implementers for the implementation of the SEPs they hold on fair, reasonable and non-discriminatory (FRAND) terms.
- Article 5 A patent licensing 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 commitment on fair, reasonable and non-discriminatory terms to granting a royalty-free license on fair, reasonable and non-discriminatory terms.
- Article 6 For a SEP for which a licensing 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 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 No later than one(1) calendar month of receiving the public notification of a Draft Standard of a Standard, a Member shall disclose patent information and submit patent licensing declarations to the Alliance using Appendix Form 1. If a Member does not agree to license a certain SEP relating to the Standard, it shall simultaneously provide written reasons for such refusal. If a Member fails to submit an objection within one(1) calendar month after the public notification of the Draft Standard, the Member shall be deemed to have agreed to license all SEPs relating to the Standard it holds for the implementation of the standard in accordance with the provisions of Article 4 of this Policy. 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 is unwilling to make the licensing, the Alliance shall engage consulting experts to seek alternative solutions. If no alternative solution is available, the Council of the Alliance or its authorized body shall vote on whether to suspend or terminate the R&D and publication of such Standard, while seeking other solutions.
- Article 8 For any Contribution submitted by a Member, the Member shall not refuse to license, on fair, reasonable and non-discriminatory 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 provide a licensing commitment, or refuses to license its SEPs to standard implementers on a fair, reasonable, and non-discriminatory basis, the Alliance shall convene consulting experts to seek solutions, 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 or its authorized body 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 alternative solutions should be considered. If no alternative solutions are available, other effective measures shall be pursued. If no solution can be found, the Alliance council or its authorized body shall vote on whether to revise the standard, suspend its adoption and promotion, or withdraw the standard.

Article 10 When a Member becomes aware that it, other Members, or non-member entities, or individuals may hold SEPs, the Alliance encourages such Member to notify the Alliance in writing of such potential SEP situation as early as possible, and to disclose relevant patent information using Appendix Form 1.

Article 11 When disclosing patent information, a Member shall be responsible for the authenticity of the patent information provided. A Member undertakes not to intentionally conceal in any manner or fail to proactively disclose patent information that is required to be disclosed pursuant to this Policy.

Article 12 The Alliance grants its Members a royalty-free, non-exclusive, worldwide, and non-sublicensable copyright license to use solely for activities relating to the implementation of standards. The copyright of the Standard Documents, reports, White Papers, and other deliverables published by the Alliance shall belong to the Alliance. Without the consent of the Alliances, no Member shall use such materials beyond the scope authorized by the Alliance.

Article 13 Unless otherwise specified by the Alliance, Members agree to grant the Alliance an unconditional, royalty-free, irrevocable, sublicensable, perpetual, and non-exclusive 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 14 Members agree that, during the period 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 15 Where there occurs any material change in information or status of the intellectual property rights for which a Member has made a licensing commitment under this Policy—including but not limited to changes in the ownership of patents, trademarks, copyrights, etc.—and such change may affect the substance of the licensing commitment or the normal operation of the Alliance, the Member shall promptly notify the Alliance.
- Article 16 A Member's implementation patent license declarations made under this Policy pursuant to Articles 4 and 7 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. The provisions of Article 7 shall apply to SEPs contained in any draft standards developed by the Alliance or its working bodies prior to a Member's withdrawal or expulsion.
- Article 17 The Alliance owns and centrally manages all rights to its trademarks and other related logos.

CHAPTER 4 DISCLAIMER

- Article 18 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 19 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 20 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 21 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 22 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 23 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 24 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 25 This Policy applies to all IPR-related activities of the Alliance. The initial version of this policy was issued and became effective on (MM/DD/YYYY). This revised version shall take effect on (MM/DD/YYYY) and shall supersede in its entirety the original version issued in 2024. 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 Declaration

Standard Information			
Standard Name			
Standard No.			
Patent Holder/Applicant Information			
Patent Holder/ Applicant Name			
Contact Name		Phone Number	
Postal Code		E-mail	
Contact Address			
SEP Information			
(Optional. Required if "SEP Implementation License Declaration" - Option c) is selected)			
Patent No.			
Patent Name			
SEP Implementation License Declaration			
The patent holder/applicant agrees to comply with the Intellectual Property Policy of the Network Innovation and Development Alliance. When any patent held by this patent holder/applicant becomes an SEP for the finally released standard mentioned above, the patent holder/applicant hereby makes the following licensing commitment (select one of the three options below): (a) The patent holder/applicant agrees to grant a royalty-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 the above commitment under reciprocal basis. (b) The patent holder/applicant agrees to grant a license to any organization or individual to use the patent when implementing the standard on a fair, reasonable and non-discriminatory (FRAND) basis. Note: The patent holder/applicant may make the above commitment under reciprocal basis. (c) The patent holder/applicant is unwilling to grant a license under either of the foregoing options.			
Patent Holder/Patent Applicant (Signature/Seal): Date: (MM/DD/YYYY)			