

北京市闪联信息产业协会

知识产权管理办法

第一章 总则

CHAPTER ONE GENERAL PRINCIPLES

第一条 为实现北京市闪联信息产业协会(“协会”)既定的宗旨，规范协会知识产权相关事宜，根据《北京市闪联信息产业协会章程》制定本办法。本办法适用于协会制定技术标准的整个过程。

Article 1 This IGRS Intellectual Property Rights Policy (“IPRs Policy”) shall be defined according to the “Bylaws of IGRS ” (“the Bylaws”) in order to complete the founding principle of IGRS and shall be used to regulate the implementation of IPRs Policy. This policy shall be used to govern the entire process to set the IGRS standard specification.

第二条 本办法是协会章程的必要组成部分，适用于协会所有会员。

Article 2 This IPRs Policy shall be deemed to be construed as an integral part of the Bylaws of IGRS , and shall apply to all Members in the Working Group.

第三条 每个会员同意许可所有其他会员和协会仅限于为了制订标准草案的目的而使用该会员提交给协会的任何提案中

包含的该会员及其关联者的任何著作权、专利、商业秘密或其他知识产权。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 3 Each Member agrees to grant to all other Members and to the Working Group a license under Member's and its Affiliates' copyright, patent, trade secret and other non-patent intellectual property rights in any Contribution that Member makes to the Working Group to use such intellectual property for only the limited purpose of developing a Draft IGRS Standard. Such license shall be a nonexclusive, nontransferable, irrevocable, royalty-free, worldwide license.

第二章 定义

CHAPTER TWO DEFINITIONS

第四条 除非另有规定，本管理办法中的词语定义如下：

1. 会员：指《北京市闪联信息产业协会章程》第八条所规定的组成协会的所有会员单位。
2. “标准草案”是指专题组提出的建议或文件草案，且标题为“标准草案”的。
3. “最终标准”是指被中华人民共和国国家标准化机构（“标准化机构”）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。

4. “符合部分”仅指有关产品或服务中执行并符合最终 IGRS 标准的所有相关规范性要求的特定部分，这些规范性要求应当在最终标准中明确公开，并且其目的是为了产品或服务能够实现该最终标准所提出的技术方案。

5. “必要权利要求”是指根据授权或公布专利的所在国法律，被最终标准的符合部分不可避免地侵犯的该专利中的某一权利要求，且仅限于该权利要求。

专利的某一权利要求不可避免地遭到侵犯，是指该侵权行为不可能在实施最终标准时通过采用另一个技术上可行的不侵权的实施方式予以避免。

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项专利中；（2）在最终标准文档中规范性引用的其他标准中涉及的权利要求；（3）制造或使用符合最终标准文档的任何产品、服务及其部分时可能必须用到的实现技术，但该技术没有在该 IGRS 标准文档中被明确描述。

6. “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许可的，在任何国家授权的任何专利、可执行的发明证书、授权的实用新

型、或公开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。

7. “专利池”是指由拥有北京市闪联信息产业标准的必要权利要求的一个或多个专利权人在自愿的基础上所组建的专利集合,该专利集合由二个或多个包含必要权利要求的专利组成。建立专利池的目的，在于帮助专利权人对必要权利要求进行统一管理，共享专利许可赢收,并降低专利权人和被许可方的谈判成本。
8. 被许可方：指经专利权人的直接或间接授权，获准实施权利人之专利的必要权利要求所覆盖的符合部分的法律实体。
9. “提案”是指以书面(包括电子媒体)形式向/为某一专题组正式提交的任何材料、建议和其他相关提交文件，用于提议某一标准草案的全部或部分内容、或对标准草案或最终标准进行补充或修订。
10. “参与”某一专题组是指会员正式申请并且得到批准，在专题组完成某一标准草案前，该会员可以参加、提出提案或以其他方式接触到专题组的工作，而不管该会员是否事实上参加、提出提案或审阅了专题组的工作。
11. “技术成果”是指任何受专利、版权、商业秘密保护及其他知识产权和财产权法律保护的作品、软件、

专利技术、专有技术、商业秘密、掩膜作品、技术诀窍、外观和实用新型等。

Article 4 Unless specified otherwise in this document or the Bylaws, these key phrases in this IPRs Policy shall be defined as the following:

1. **Member(s)**: shall be the general reference to all Core Members, Promoting Members, Regular Members and Observing Members as defined in Article 8 of the Bylaws.
2. **“Draft IGRS Standard”** shall mean a draft proposal or document of a subcommittee and titled as “Draft IGRS standard” .
3. **“Final IGRS standard”** means any Draft IGRS standard adopted and approved for release by the State Authorities of Standardization of the People’s Republic of China (“Authorities”) and any updates or revises to such Final IGRS Standard that are approved for release by the Authorities.
4. **"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 IGRS Standard, to

the extent specifically disclosed in a Final IGRS Standard and where a purpose of such requirements is to enable products or services as applicable to implementations defined by such Final IGRS Standard.

5. **“Essential Claim”** means a claim, but only such claim, in a Patent that is necessarily infringed by a Compliant Portion of a Final IGRS Standard under the laws of the country that issued or published the Patent.

A claim of a Patent being necessarily infringed means such infringement could not have been avoided by another technically feasible non-infringing implementation of such Final IGRS Standard.

An Essential Claim shall not include, and no license shall apply to: (i) a claim other than one set forth above even if contained in the same Patent, (ii) a claim arising from other standards which are incorporated by reference or referred to in a Final IGRS Standard, or (iii) enabling technologies that may be necessary to make or use any product or service or portion thereof that complies with a Final IGRS Standard but are not expressly set forth in such standard.

6. **"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.

7. **Patent Pool:** shall mean an aggregation of patents established by one or more patent owners on a voluntary basis who own one or more Essential Claims of IGRS, the aggregation of patents consisting of two or more patents , each including one or more Essential Claims. The purpose of establishing the Patent Pool is to help the patent owners to consolidate the management of the Essential Claims and share the income generated from the license(s) of patents in the Patent Pool, and reduce the cost of negotiation between the patent owners and the licensees.

8. **Licensee(s):** shall mean the legal entity which is granted direct or indirect patent licenses by the

licensor, and has thus obtained the rights to execute Compliant Portions under Essential Claims of the licensor' s patent(s).

9. **Contribution:** shall mean any material, suggestion or other submission formally submitted to the subcommittee in writing (including in electronic media). The material is used for proposing all or part of a Draft IGRS Standard, or an addition to, or modification of a Draft IGRS Standard or Final IGRS standard.
10. **“Participation”** in a subcommittee shall mean that a Member has formally requested, and has been approved, to attend, contribute or otherwise gain access to the work of a subcommittee prior to the subcommittee completing a Draft IGRS Standard, regardless of whether the Member actually attends, contributes or reviews the work of the subcommittee.
11. **“Technical Inputs”** : shall mean any works, software, patented technologies, proprietary technologies, trade secrets, technical know-how, mask works, design patents and utility models that are protected by patent and copyright laws, trade secret, any other

intellectual property rights and property rights laws.

第三章 有关专利的规定

CHAPTER THREE PATENTS

第五条 会员在签署“协会会员加入承诺书”的同时，应当书面选择其默认的许可义务。如果会员没有根据本管理办法的其他规定(第八条”提案”，第十一条”审阅期”)另行做出选择，则该默认的许可义务将适用于该会员拥有或控制的所有涉及北京市闪联信息产业技术标准的必要权利要求。

1. 核心会员可以选择的默认的许可义务包括：(a) 通过第十九条所述的专利池提供许可；(b) 按照公平合理非歧视且无偿许可(RAND-RF)的原则提供许可；(c) 按照公平合理非歧视的(RAND)原则提供许可。
2. 当推广会员、普通会员和观察会员参与到具体的标准制定工作时，其可以选择的默认的许可义务包括：(a) 通过第十九条所述的专利池提供许可；(b) 按照公平合理非歧视且无偿许可(RAND-RF)的原则提供许可；(c) 按照公平合理非歧视的(RAND)原则提供许可。
3. 当推广会员、普通会员和观察会员没有参与具体的标准制定工作时，其可以选择的默认的许可义务包括：(a) 通过第十九条所述的专利池提供许可；(b) 按照公平合理非歧视且无偿许可(RAND-RF)的原则提供

许可；（c）按照公平合理非歧视的（RAND）原则提供许可；（d）不提供许可。

Article 5 Member shall identify its default licensing obligation in connection with its Essential Claims for patent rights on any technology adopted in the IGRS Standards when it signs the IGRS Membership Agreement. In the absence of Member ' s different licensing commitment made in accordance with other provisions of this IPRs Policy (article 8 of “contribution” and article 11 of “review period”), the default licensing obligation shall apply.

1. Core Member may select from the following choices of default licensing obligations: (a) to participate in the IGRS Patent Pool referred to in Article 19; (b) to license under reasonable and non-discriminatory royalty free (RAND RF) terms; (c) to license under reasonable and non-discriminatory terms.
2. For Promoting member, Regular Member and Observing Member who participates in the development of any specific IGRS Standard, such Member may select from the following choices of default licensing obligations: (a) to participate in the IGRS Patent Pool referred to

in Article 19; (b) to license under reasonable and non-discriminatory royalty free (RAND RF) terms; (c) to license under reasonable and non-discriminatory terms.

3. For Promoting member, Regular Member and Observing Member who does not participate in the development of any specific IGRS Standard, such Member may select from the following choices of default licensing obligations: (a) to participate in the IGRS Patent Pool referred to in Article 19; (b) to license under reasonable and non-discriminatory royalty free (RAND RF) terms; (c) to license under reasonable and non-discriminatory (RAND) terms; (d) no license obligation.

第六条 协会的标准制定工作将通过多个专题小组来共同完成。核心会员以及选择参与一个,多个或全部专题组的标准制定工作的推广会员、普通会员和观察会员(在本条中统称“参与会员”)应自一个专题小组成立之日起或自选择参加并被批准参与该专题小组之日起积极参与该专题小组的各项活动,共同推进标准的制定。

Article 6 The development of the specification of IGRS Standard will be completed jointly by multiple special technical subcommittees within the IGRS Working Group. All Core Members, and Promoting Members, Regular Members and Observing Members who choose to participate in one, more or all subcommittees to develop the specification of IGRS Standard (these Members collectively shall be referred to as “Participating Members” in this article) shall actively take part in the subcommittee activities for the purpose of developing the IGRS Standard specification after the formation of such a subcommittee or the Participation request of a Member has been approved .

第七条 会员应该根据诚信原则，在如第十二条所述的其实际知晓的范围内，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协会进行披露，该披露义务一直持续到标准草案被国家标准化机构批准为止。

Article 7 On an ongoing basis, continuing throughout approval of a Draft IGRS Standard by the Authorities, each Member shall make a good faith effort to promptly disclose to the Standard Drafting Committee the

existence of Patents and published patent applications of such Member or its Affiliates that may contain Necessary Claim(s) to the extent of such Member's actual knowledge as set forth in Article 12.

第八条 会员在向协会提交提案时，根据诚信原则，应在如第十二条所述的其能力允许的范围内就该提案中所包含的必要权利要求进行披露，而不论该必要权利要求是否由该会员拥有或控制。对于不符合上述要求的提案，协会可以不予考虑将该提案所涉及的技术纳入标准。会员还须书面承诺，对于因为该会员提出的特定提案得到最终标准的采纳而包含在该特定提案中的与该最终标准(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，该会员将就该必要权利要求选择：(a)通过第十九条所述的专利池提供许可；(b)按照公平合理非歧视且无偿许可(RAND-RF)的原则提供许可；(c)按照公平合理非歧视的(RAND)原则提供许可。

Article 8 Member shall make a good faith effort to disclose to the Working Group the existence of Patents of such Member, its Affiliates and any third party that may contain Necessary Claim(s) related to the Contribution made by

such Member to the extent of such Member's actual knowledge as set forth in Article 12. The Working Group shall have the option to decide to not consider any Contribution that does not satisfy the requirement in this Article.

Each Member shall, upon its submission of any Contribution make a disclosure of, and commit in writing to license, any of its Essential Claims to a Final IGRS Standard to which such Contribution was made (and with respect to those portions of subsequent Final IGRS Standards required to ensure backwards compatibility with such Final IGRS Standard, but only to the extent that backwards compatibility is required by such Final IGRS Standard) that are Essential Claims to such Final IGRS Standard because such Contribution is included in such Final IGRS Standard:

- (a) to participate in the IGRS Patent Pool mentioned in Article 19;
- (b) to license under reasonable and non-discriminatory royalty free (RAND RF) terms;
- (c) to license under reasonable and non-discriminatory terms.

第九条 会员在向协会提交提案时，应本着诚信原则进行，除非已事先得到其他会员或第三方的书面同意，不应在明知的前提下在提案中包括其他会员或第三方的含有著作权或商业秘密的材料。

Article 9 Members shall follow a good faith principle when submitting its Contributions to the Working Group. Unless the Member has already obtained prior written consent from other Members or a third party, such Member shall not intentionally and knowingly include in its Contributions materials that contain copyrighted information or trade secrets of other Members or a third party.

第十条 会员可以针对所披露的特定的必要权利要求承诺提供比其默认许可义务更优惠的许可。许可方式优惠级别从高到低依次为：按照公平合理非歧视且无偿许可（RAND-RF）的原则提供许可、通过专利池提供许可、按照公平合理非歧视（RAND）的原则提供许可、不提供许可。

Article 10 Member may have the option to commit to grant licenses under more favorable licensing terms than its default licensing obligations with regards to any specific Essential Claim disclosed under this IP Right Policy. The default licensing obligations are ordered from most

favorable to least favorable:

Most favorable: RAND-RF

Second most favorable: Patent Pool

Third most favorable: RAND

Least favorable: No License

第十一条 协会将北京市闪联信息产业标准的最终草案提交给有关国家机关批准之前，应给予所有会员不少于六十天的审阅期，以便会员就该标准草案所涉及的知识产权问题进行全面审阅。

除非会员已经根据第八条的规定在提案同时承诺了该提案所包含的该会员的所有必要权利要求的相应的许可义务，会员可以在审阅期间或结束前就该标准草案中一个或多个特定必要权利要求做出披露并在第五条第(3)款规定的四个选项中任选一种，并另行声明。

如果会员针对其所参与制定的标准草案中所涉及的一个或多个特定必要权利要求在不违背第八条的规定前提下选择“不提供许可”义务，该会员必须在声明中明确提供该不提供许可的特定专利的相关信息，该相关信息至少应包括：

1、对于已批准的专利及已公开的专利申请的披露，必须包含：（1）专利权人和/或申请人的身份；以及，（2）专利号或专利申请号。

2、对于会员未负有对第三方的在先保密义务的未公开的专利申请的披露（1）应当说明存在可能包含潜在必要权利要求的专利申请，并且（2）标明相关的 IGRS 标准草案的部分。本款规定不禁止基于自愿对未公开的尚未授权专利申请做出更广泛的披露。协会在收到会员的上述带有“不提供许可”的声明后，应当对该标准草案进行相应修改；如果会员在其声明中未按本条款第二段的要求提供相关信息，就该特定必要权利要求将适用该会员可以选择的比“不提供许可”更优惠的默认许可义务。如果会员在审阅期限结束之前没有做出声明，将适用该会员的默认许可义务。

Article 11 The Working Group shall provide all Members a “Review Period” of no less than sixty (60) days to review the IPR issues prior to its submission of the final draft of any IGRS Standard to the Authorities for ratification. Except for all the Essential Claims in one member’s contributions subject to the corresponding licensing commitments made under Article 8 of this IPRs Policy, Member may disclose one or more specific Essential Claims that it discovers during the Review Period and choose the licensing obligations of the specific Essential Claims according to the four options defined

in Article 5.3.

If in such a disclosure one Member choose “no license” as its default licensing obligations for one or more its Essential Claims in the Draft IGRS Standard that the Member participated, and such choice does not violate its obligation under article 8, such Member shall be required to clearly provide the related information of the specific patent which it will not grant license.; Such related information shall at least include:

1. With respect to issued patents and published patent applications, disclosure must include: (i) the identity of the patent rights holder and/or applicant; and (ii) the relevant patent number(s) or application number(s).
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: (i) Must include the existence of applications that may contain the potential Necessary Claims.(ii) may include an identification of an applicable section of a Draft IGRS Standard. Nothing herein precludes broader

disclosure of unpublished pending patent applications on a voluntary basis.

The Working Group shall accordingly revise the Draft IGRS Standard after it receives a disclosure of patent(s) with “no license” as the licensing obligation of a Member. If the patent is not clearly identified in the disclosure, such Member shall be deemed as it has selected a more favorable default licensing obligation rather than “no license” with regard to such Essential Claims.

If no such withhold is made by the end of the Review Period, Member’s default licensing obligation shall apply.

第十二条 会员应本着诚实信用的原则履行本办法中的披露义务，如第七、八和十一条，该披露不应被解释为要求会员进行专利检索，而仅以会员派出参加标准制订工作的人员个人所知为基础。会员不得故意向上述人员隐瞒相关事实，并承担上述人员未能履行披露义务的全部责任。

Article 12 Members shall follow a good faith principle in fulfilling its disclosure obligation to the Working Group including pursuant to Articles 7, 8 and 11, however this disclosure obligation shall not be construed as a mandatory patent

portfolio search obligation, but rather the disclosure obligation shall be based on the personal knowledge of the relevant participants who are authorized by the Members to participate in the IGRS Standard development work.. Members shall agree to not intentionally shield the abovementioned individuals from knowing relevant information, and shall agree to assume all responsibilities for those participants if they failed to comply with the disclosure obligation.

第十三条 对非会员拥有或控制的必要权利要求的处理：

1. 会员发现协会以外的第三方专利权人拥有本标准所涉及的可能必要的权利要求，可在自愿的基础上及时向协会披露；
2. 被披露的专利经评审后确定可能为必要权利要求时的，协会应请第三方专利权人做出不可撤销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。如果无法就该可能的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 13 Essential Claims of Non-Members

1. Member may on a voluntary basis notify the Working Group within a reasonable time after being aware

that any non-Member(s) or right holder owns an Essential Claim possibly adopted in Draft IGRS Standards.

2. After evaluating, if the notified patent includes a possible Essential Claim, the Working group should invite the non-Member patentee or the right holder make an irrevocable statement in writing to license the patent comprising the Essential Claim under RAND term or more favorable license terms to any party who adopts the IGRS standard. If the Working Group cannot obtain a reasonable licensing commitment from the non-member patentee or right holder for the related Essential Claims, the Working Group shall make appropriate revisions to such Draft IGRS Standard.

第十四条 在本标准制定过程中及其之后，会员各自形成的与标准相关的技术成果由该会员所有，会员保留对上述技术成果申请专利或公开披露有关信息的权利。

Article 14 In the process of developing IGRS Standards and thereafter, any technical inputs from the Member(s) shall be owned by such Member(s). Member shall reserve the rights to apply for patents or disclose publicly

relevant information based on those technical inputs.

第十五条 会员在承担本管理办法规定的许可义务的前提下，有权就其专利独立地进行非独占、非排他的专利许可。

Article 15 In addition to its licensing obligations under this IPRs Policy, a Member may independently license its patents non-exclusively.

第十六条 所有会员同意，除了本知识产权政策中明确约定应提供的许可外，本知识产权政策并不构成会员及其关联者就任何知识产权的许可、豁免或其他权利对任何其他方或其关联者的授予或提供，不论是以直接或暗示、禁止反悔或其他的方式。

Article 16 The Members agree that no intellectual property license, immunity or other right is granted, or agreement to grant licenses is made, under this IPRs 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.

第十七条 会员不得为规避本管理办法所规定的许可义务之目的而转让其必要权利要求。会员向第三方转让含有必要权利要求的专利时，该转让应受到该会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 17 Member shall agree that it has not and will not transfer patents containing Necessary Claims for the purpose of circumventing its licensing obligation under this IPRs Policy. Any transfer by Member to a third party of a patent containing Necessary Claims shall be subjected to the Member' s existing obligations to grant licenses under this IPRs Policy.

第十八条 当被许可方拒绝就其拥有或控制的必要权利要求向已经做出许可承诺的会员提供许可时，该会员可以就其必要权利要求不向该被许可方提供许可或终止已经授予该被许可方的许可。

当被许可方就其拥有或控制的必要权利要求不同意按照同等条件向已经做出许可承诺的会员提供许可时，该会员可以按照优惠级别更低的方式(但不应低于被许可方提出的许可方式) 向被许可方提供许可。

会员的上述行为不应被视为违背其根据本办法做出的承诺。

Article 18 Member' s licensing obligation to a licensee shall not be effective if such a licensee refuses to license or only agrees to grant licenses of its owned or controlled essential claims to the Member under less favorable terms compared with the Member' s offer. The Member

shall have the right to refuse to license, or terminate the license already granted to the licensee or only grant licenses to that licensee under less favorable terms (but should not be less than the licensee's terms) of the Essential Claims of the Member.

Such response actions of the members should not be deemed as offence the license commitment according to this IPRs policy.

第四章 专利池的规定

CHAPTER FOUR PATENT POOL

第十九条 协会支持拥有必要权利要求的专利权人在自愿的基础上建立专利池，根据专利权人的委托来管理会员及其关联者所拥有的、或非会员的第三方所拥有的包含一个或多个必要权利要求的专利。

Article 19 The Working Group shall support the establishment of an IGRS Patent Pool by patent owners with patents comprising essential claim(s) on a voluntary basis, to manage the patents consigned by Member(s), its Affiliate and/or a third party(ies).

第二十条 专利池的管理应采用“一站式”的打包许可方式。

Article 20 The administration of Patent Pool shall adopt the “One-Stop-Shop” approach.

第二十一条 专利池提供的专利许可及其管理应当遵循以下原则：（1）公平非歧视性原则、（2）专利许可模式简易可行的原则；（3）有竞争力的许可费用原则。

Article 21 The license to be provided through the Patent Pool shall comply with the following principles: (1) reasonable and non-discriminatory; (2) with the simple and feasible licensing structure; and (3) under a competitive license fee.

第二十二条 协会将就专利池的管理和其专利许可的原则另行做出更详细的建议性规定。

Article 22 The Working Group shall set up detailed advisory Guidelines concerning administration of Patent Pool and Patent license thereof.

第五章 有关版权的规定

CHAPTER FIVE COPYRIGHTS

第二十三条 会员同意，就其提交给协会的任何享有版权的资料，除非通过明确标注表明不愿授权协会在标准文本中采用，则一旦该资料最终被协会标准文本所采纳，协会有权在全球范围内仅为标准文本的制作、发布目的以复制、修改等方式使用该资料，该授权为永久的、不可撤销的、

非独占的、免费的。

Article 23 Once any material submitted by the Member to the Working Group is included in the IGRS Standard documentation, the Working Group shall have the right to copy and modify the material only for the purpose of drafting and releasing IGRS Standard specification documentation worldwide, except when such Member has indicated, with a specific mark, that the material cannot be used in the IGRS Standard documents. This license shall be perpetual, irrevocable, non-exclusive and free of fees.

第二十四条 协会制定的标准文本的版权归协会享有，未经协会同意，任何会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 24 The copyrights of the IGRS Standard documents shall be owned by the Working Group, and any Member cannot copy, modify or use the IGRS Standard documents in any manner without the written consent from the Working Group.

第六章 有关商标和标识的规定

CHAPTER SIX TRADEMARKS

第二十五条 协会标识是指由协会享有所有权并统一管理的商标或标识。在协会取得法人资格前，协会标识由工业和信息化部科技司指定的会员单位代为行使所有权利。

Article 25 The Mark of IGRS shall mean the trademark and any other marks that are owned and managed by the Working Group. The Member designated by MIIT shall execute all the rights to the Mark of IGRS on behalf of the Working Group before the Working Group is qualified as a legal entity.

第二十六条 协会标识根据使用范围以及标识作用的不同，分为会员标识和产品认证标识两类。

Article 26 The Mark of IGRS shall be categorized into two types, Member Mark and Product Certification Mark, based on the difference in usage scopes and functions.

第二十七条 凡加入协会的会员，均可以在遵守协会相关规定的前提下，在对外宣传推广活动中、公司网站上使用相应的会员标识，用以表明该会员身份。

Article 27 The Member shall have the right to use the corresponding Member Mark for the public promotion and on the website of such Member in order to indicate its identity as an IGRS Member provided that such Member complies with the relevant regulation of the Working Group.

第二十八条 凡所生产的产品通过协会专门设置的认证机构认证的厂商，均可以在与协会或其指定的实体按照合理和非歧视性的原则签署商标授权使用协议的前提下，在其产品、产品说明书、产品包装及产品广告上使用产品认证标识。

Article 28 Any manufacturer shall have the right to use the Product Certification Mark on its products, specifications, advertisements and the packages when its products have been approved by a Certification Organization endorsed by the Working Group provided that such manufacturer complies with the trademark license agreement with the Working Group.

第二十九条 协会作为商标权人有权对使用产品认证标识的产品进行抽检，对于抽检发现不能满足产品认证要求的产品，协会有权要求生产该产品的单位限期提交新的产品样品进行认证，若认证结果仍不合格，协会有权立即终止与该厂商签署的商标授权许可协议。

Article 29 The Working Group shall have the right to randomly inspect the product bearing a Product Certification Mark. If such product cannot pass the test, the Working Group shall have the right to require the manufacturer to provide new samples of such product for a new round

of inspection. If such sample fails the inspection again, the Working Group shall have the right to promptly terminate its trademark license agreement with such manufacturer.

第三十条 协会有权对协会标识进行变更或修改。

Article 30 The Working Group shall have the right to alter or modify the Mark of IGRS.

第七章 许可义务的存续

CHAPTER SEVEN SURVIVAL

第三十一条 1、会员根据第三条、第五条、第八条、第十一条提供许可的承诺在会员终止或撤销其在协会的会员资格之后对于下列必要权利要求仍应继续有效：

Article 31 1. Member' s agreement to grant licenses as provided in Articles 3, 5, 8, and 11 shall remain in full force and effect after Member' s termination or withdrawal of its membership in IGRS Working Group, for:

(1) 与该会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，条件是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 IGRS Standard that is

incorporated into a Final IGRS Standard, provided that the agreement to grant licenses is limited to only such Draft IGRS Standard(s) and portions of the Final IGRS Standard required for backward compatibility with such Draft IGRS Standard(s); and

(2) 该会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会员的协会会员资格存续期间可供其审阅，条件是该会员或前会员应有权在该标准草案可供审阅之日起六十天内根据第十一条的规定做出声明，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 IGRS Standard that is incorporated into a Final Standard, where such Draft IGRS Standard(s) was made available for review during such Member ' s membership in IGRS Working Group, provided that the Member or former Member shall be entitled to furnish a declaration in accordance with Article 11 within 60 days of availability of the Draft IGRS Standard(s) and provided further that the agreement to grant licenses is limited to only such

Draft IGRS Standard(s) and portions of the Final Standard required for backward compatibility with such Draft IGRS Standard(s).

2、如果协会解散，会员同意在解散后（根据第三条、第五条、第八条、第十一条的规定）就必要权利要求提供许可，但仅限于该会员在解散之前有义务提供许可的最终标准；

2. In the event of dissolution of IGRS Working Group (if any), each Member agrees to grant licenses (as provided in Articles 3, 5, 8 and 11) after dissolution for Necessary Claims but only in connection with Final IGRS 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以下部分有关的必要权利要求：（1）该部分是为了向前兼容，且在该会员的北京市闪联信息产业协会会员资格存续期间被采纳的某一最终标准所必需的；（2）该会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 IGRS Working Group, 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，撤销或终止会员资格的会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会员仍然有权享有第十八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 18 for Necessary Claims.

第三十二条 会员资格终止、协会解散、或者本管理办法终止的，对于会员在此之前已经授予的专利许可没有任何影响，除非有关的专利许可合同另有约定。

Article 32 Unless otherwise agreed, Member ' s termination or withdrawal of its membership in the Working Group, dissolution of the Working Group, or termination of this

IP Right Policy shall not have any impact on a Member's licenses that existed prior to such termination, withdrawal or dissolution.

第八章 其他

CHAPTER EIGHT MISCELLANEOUS

第三十三条 对本知识产权政策的任何修改必须遵循协会章程的有关规定。会员应当有至少 30 天时间以决定是否接受有关修改(“接受期间”),该期间自会员接到有关修改的书面通知之日起算(可以通过电子邮件通知)。如果在审核期满时协会未收到会员的书面通知,将视该会员已接受该修改版本。所有通过明示或者暗示方式接受修改版本的会员均需签署会员承诺书予以确认。在接受期间结束之前撤出协会的任何会员不受修改后的知识产权政策的约束。

Article 33 Any revisions to this IPR Policy must be approved pursuant to the requirements of the Bylaws. 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. If the working group did not receive any written confirmation from the member, the revisions shall be deemed accepted by that

member. Any member that accepts the revisions, whether expressly or implicitly, shall sign an Acceptance Letter for confirmation. Any Member that withdraws from the Working Group prior to the end of the Acceptance Period will not be subject to the revised IPR Policy.

第三十四条 本办法经协会核心会员大会通过后自 2006 年 12 月 6 日开始施行。

Article 34 The IPRs Policy shall become effective as of December 6, 2006, upon the approval of the IGRS Core Members meeting.