

**China Communications Standards Association**  
**Intellectual Property Rights Policy (for trial implementation)**  
(Adopted by the Council of CCSA on September 13, 2007)

**Article 1** In order to address intellectual property rights issues in the communication standardization process, encourage independent innovation, promote the adoption of new technologies, protect the rights of patent holders and interests of the public, and facilitate standards development and implementation, China Communications Standards Association (hereinafter referred to as “CCSA”) establishes this intellectual property policy (“IPR Policy”).

**Article 2** In principle CCSA is not opposed to adoption of patented technology in a Standard. During the development of Standard, CCSA will evaluate the necessity and reasonability to adopt the patented technology on technical merit, and consider the impact to the industry when the patented technology is adopted in the Standard.

**Article 3** CCSA encourages Members to early disclose information of patents related to Standard known by Members and their Affiliates, as well as information of patents which are related to Standard or Documentation and provided by Members or their Affiliates to other standard organizations. However this Article 3 does not imply any obligation for a Member to conduct any patent searches.

**Article 4** Members and their Affiliates who hold patents related to Standard shall submit patent licensing declaration to CCSA. The licensing declaration shall make statement on one of the following:

- (1) willing to grant a free-of-charge license to any parties who implement the Standard.
- (2) willing to grant a license under fair, reasonable and non-discriminatory terms and conditions to any parties who implement the Standard.
- (3) unwilling to grant a license.

**Article 5** Where a patent related to Standard held by a non-Member is brought to the attention of CCSA, CCSA shall immediately request the patent holder to disclose the patent information and submit a related patent licensing declaration with reference to the articles 3 and 4.

**Article 6** When a patent holder is unwilling to grant a license under a patent related to Standard, CCSA shall review that Standard in order to seek a viable alternative

technology, suggest the authorities of the state revoke the Standard, or take other effective ways to solve the problem.

**Article 7** CCSA will not be involved in licensing negotiations in the implementation of Standards, which should be conducted between the patent holders and the other parties implementing the Standard. Any disputes on patent issues arising from the implementation of a Standard should be handled by the other authorities concerned.

**Article 8** CCSA shall establish an appropriate procedure and approach to allow Members and public access to the patent information including licensing declaration, which has been provided by the patent holders. CCSA will not be responsible for checking the validity of the patents, and the applicability of the patent to the Standard, nor guarantee the accuracy and completeness of the patent information.

**Article 9** CCSA shall own the copyright of the Documentation and Standards created by CCSA or its Working Organizations. The copyright of the Standards approved and released by relevant government authorities belongs to the authorities concerned.

**Article 10** The provisions set forth for the Members of CCSA in this IPR Policy are also applicable to the Observers of CCSA.

**Article 11** The provisions set forth for the Members of CCSA in this IPR Policy are also applicable to non-Members that are involved in the CCSA standardization activities.

**Article 12** The related terms and definitions in this IPR Policy are defined in Annex I. Templates for Patent Licensing Declaration Form (for general use) and Template for Patent Information Disclosure and Licensing Declaration Form are shown in Annex II and Annex III respectively.

**Article 13** This IPR Policy shall enter into force for trial implementation upon the approval of the Council of CCSA. The right to interpret this IPR Policy is vested in the Secretariat.

Note: Both Chinese and English versions should have the same force and effect, however, the Chinese version will be the controlling document should there be any inconsistency in the two versions.

## **Annex 1:**

### **China Communications Standards Association Intellectual Property Rights Policy (for trial implementation) Pertinent Terms and Definitions**

Terms used in the China Communications Standards Association Intellectual Property Rights Policy (for trial implementation) have following meanings:

1. “Member” or “Members” shall mean all categories of members of CCSA, including full members and nonvoting members as provided for in CCSA Bylaw.

2. “Affiliate” shall mean any other legal entity:

-directly or indirectly owning or controlling a Member, or

-under the same direct or indirect ownership or control by another legal entity as a Member, or

-directly or indirectly owned or controlled by a Member,

for so long as such ownership and control lasts.

Ownership or control shall exist as below through direct or indirect style:

holding more than fifty percent of voting stock;

holding no more than fifty percent of voting stock, but having the factual right of making decision based on article or contract; or

having the right to vote or appoint the directors or persons performing similar function which have the factual right of making decision based on article or contract,

nevertheless, a state, a division of a state or other public entity operating under law, or any legal entity, linking to the Member solely through a state or any division of a state or other public entity operating under law, shall be deemed to fall outside of the definition of the Affiliate.

3. “Working Organization” shall mean an operating body set up with approval of CCSA for a specific task.

4. “Intellectual Property Rights” or “IPR” shall mean patent and copyright conferred by law.

5. “Standard/Standards” shall mean all categories of standard and draft standard

(including to draft standard for soliciting opinions , draft standard for examination, or draft standard for approval) which are developed or revised by CCSA, as well as all Technical Reports with Standard Nature released by CCSA.

6. “Documentation” shall mean any formal technical documents created or submitted by Members or CCSA in the process of Standard development.

**Annex 2:**

**Patent Licensing Declaration (General)**

Patent holder: \_\_\_\_\_

Contact person: \_\_\_\_\_

Address: \_\_\_\_\_

Tel: \_\_\_\_\_

Email: \_\_\_\_\_

Fax: \_\_\_\_\_

I hereby declare, if any patent/patent application held by me or my Affiliates is related to a Standard or Documentation developed and revised by CCSA and thereafter approved and released by relevant government authorities, in accordance with CCSA IPR Policy (For trial implementation), I am (check one from A to C only by ✓) :

- A willing to grant a free-of-charge license to any parties who implement the Standard.
- B willing to grant a license under fair, reasonable and non-discriminatory terms and conditions to any parties who implement the Standard.
- C unwilling to grant a license.

Furthermore, by making this licensing declaration, I guarantee that any transferee of a patent/patent application contained herein, if applicable, shall be subject to the existing obligation under this licensing declaration.

Note: This form is for general licensing declaration purpose. A patent holder can make another licensing declaration by using the form in Annex 3 for a patent related to a specific Standard in accordance with CCSA IPR Policy.

**Declarant (Company Stamp):** \_\_\_\_\_

Name of authorized person: (Signature): \_\_\_\_\_

Date: \_\_\_\_\_

**Annex 3:**

**Patent Information Disclosure and Licensing Declaration**

Standard or Draft Standard Name: \_\_\_\_\_

Patent holder: \_\_\_\_\_

Contact Person: \_\_\_\_\_

Address: \_\_\_\_\_

Tel: \_\_\_\_\_

Email: \_\_\_\_\_

Fax: \_\_\_\_\_

**1. Patent Disclosure**

According to CCSA IPR Policy (for trial implementation), I hereby declare:  
(choose A or B, or may choose both by ✓):

A I hold patents or patent applications that may be related to the Standard.  
See the patent information disclosure form below for details.

B I acknowledge that others (or other units) hold patents or patent applications that may be related to the Standard. See the patent information disclosure form below for details.

**2. Patent Licensing declaration** (Notes: after confirming that the above “Patent Disclosure A” has been accurately finished and the related information of patents and patent applications are provided, continue to fill in below)

I hereby declare, if said Standard containing the patent/patent application held by me or my Affiliates is approved and released by relevant government authorities, in accordance with CCSA IPR Policy (For trial implementation), I am (check one from A to C only by ✓) :

A willing to grant a free-of-charge license to any parties who implement the Standard.

B willing to grant a license under fair, reasonable and non-discriminatory terms and conditions to any parties who implement the Standard.

C unwilling to grant a license.

Furthermore, by making this licensing declaration, I guarantee that any transferee of a patent/patent application contained herein, if applicable, shall be subject to the existing obligation under this licensing declaration.

**Declarant (Company Stamp):** \_\_\_\_\_

**Name of authorized person: (Signature):** \_\_\_\_\_

**Date:** \_\_\_\_\_

## Patent Information Disclosure Form

No.	Patent Holder	Filing Date	Country/Region	Patent No. or Patent Application No.	Title	Legal Status

More rows can be added to the table, if necessary