



UHD World Association
世界超高清视频产业联盟



IPR Policy of the UHD World Association

(Version 1.0)

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Chapter 1 Preamble

- Article 1** With a view to promoting the development of the UHD World Association ("Association "), encouraging independent innovation and technological progress, protecting the legitimate interests of patent holders, related rights holders, and the Association as a whole, and promoting the healthy development of the ultra HD video industry ecosystem, the IPR Policy of the UHD World Association has been formulated ("Policy").
- Article 2** This Policy is an integral part of the Association that each Member shall comply with.

Chapter 2 IPR Licensing

- Article 3** A Member agrees to grant licenses to standard implementers for their Standards Essential Patents ("SEPs") on fair, reasonable, and non-discriminatory terms.
- Article 4** A Member shall not refuse to license their SEPs that they hold within the proposals they submit to the Association on fair, reasonable, and non-discriminatory terms.
- Article 5** The licensing commitment on a fair, reasonable, and non-discriminatory basis pursuant to Article 4 above or by filing Appendix 1, once submitted, shall be irrevocable, unless changes to the related standards make the relevant patents no longer essential in order to implement the standards, or the new licensing commitment submitted by the same member provides more favorable licensing terms, i.e., changing from licensing commitment on fair, reasonable, and non-discriminatory ("FRAND") terms to royalty-free licensing commitment on fair, reasonable and non-discriminatory ("FRAND-RF") terms.
- Article 6** The patent holder shall inform the transferee of the content of the patent licensing statement and the relevant obligations under this Policy before transferring a SEP with licensing statement on fair, reasonable, and non-discriminatory terms. Regardless of whether or not the transferee is informed, the transferred SEP shall remain subject to the stated commitments and restrictions set forth in this Policy, and the patent holder undertakes that it shall not transfer their SEPs for the purpose of circumventing this Policy.
- Article 7** A Member may claim that the patent licensing commitments that it made under this Policy are subject to the principle of reciprocity.
- Article 8** The refusal of a Member to license an SEP shall be submitted in a written statement by filing Appendix 1, at least 30 calendar days before the date of standard is submitted for the technical review to the Standards Working Group, along with reasons for the refusal. If such a refusal is not submitted prior to the date of standard submitted for the technical review, the Member shall be deemed to have agreed to license all SEPs they hold in accordance with Article 3 of this Policy. Upon

receiving a refusal to license, the Standards Working Group shall:
(1) Organize a review of the affected aspects of the standard and seek feasible alternatives, including but not limited to calling in consultants to seek alternative solutions or taking other measures to effectively resolve the problem;

(2) If no alternative is available, notify the Council of the Association to vote on whether or not to suspend or terminate the development and publication of the affected parts of the standard.

The Association shall, after fully considering the written reasons provided by the Member, decide whether to uphold its membership. In accordance with the principle of reciprocity set forth in Article 7, other Members of the Association, after fully considering the written reasons provided by such a Member, shall have the right to decide whether to change patent licensing commitments to this Member. If other Members decide to terminate their patent licensing commitments, the licensing commitments to the Member shall be treated as never having existed.

Article 9 Where SEPs held by non-member entities or individuals are brought to the attention of the Association, the Intellectual Property Rights Working Group shall:

(1) Actively contact such non-member SEP holders or patent applicants, and seek effective ways to obtain a patent licensing statement from them (submitted by filling Appendix 1);

(2) If such non-member SEP holders or patent applicants refuse to grant standard implementers a license to implement their SEPs on fair, reasonable, and non-discriminatory terms, the Intellectual Property Rights Working Group shall, in collaboration with the Standards Working Group, seek alternative solutions including but not limited to the following:

(a) In cases where the affected standards have not been published: If no alternative is available, the Council of the Association shall be notified to vote on whether to suspend or terminate the development and publication of the affected standards while seeking other solutions.

(b) In cases where the affected standards have been published: If no alternative is available, the Association shall seek other effective means to solve the problem. If no other solution is found, the Association shall, after a vote by the Council of the Association, stop promoting the standards, or repeal them.

Article 10 The Association encourages its Members to inform the Intellectual Property Rights Working Group in a timely manner upon learning that a non-member entity or individual holds an SEP, and subsequently assist the Association in obtaining patent licensing from such a non-member SEP holder or patent applicant.

Article 11 Unless otherwise stipulated by the Association, each Member agrees to grant the Association a permanent, unconditional, royalty-free, irrevocable, non-sublicensable, and worldwide license to their copyrights that are submitted to the Association and related to standards content. These copyrights include but are not limited to standards proposals, code, (standards) reports. The license is limited to serving the following purposes:

- (1) Communication within the Association;
- (2) Development and evaluation of standards and standard-related technologies;
- (3) Standards release and promotion.

- Article 12** Each Member agrees that during the term of their membership, the Association will use their trademarks or business names for the purpose of indicating their membership or their relationship with the Association or involvements in activities organized by the Association, including but not limited to listing their trademarks or business names on the membership page of the Association's website.
- Article 13** Each Member undertakes that they shall legally and validly hold all the IPRs to which they made licensing commitments in accordance with this Policy. A Member shall notify the Association in a timely manner, in writing, of any material change in information or change to the status of the IPR (including but not limited to the change of trademark ownership and other information that may affect the content of the substantive commitments or the Association's operations) that is a subject to a licensing commitment made pursuant to this Policy.
- Article 14** Unless otherwise stipulated by the Association, the copyrights of standard proposals created by the Standards Working Group and the copyrights of the standards, draft standards, published reports and white papers created by the Association and its working groups are owned by the Association. The Association grants a royalty-free, non-exclusive, worldwide, and non-sublicensable copyright license to its Members for use in activities for the purpose of implementing the standards. If a non-member makes a request to the Association for copyright licensing for the purpose of standards implementation, the Association may grant a copyright license to the non-member standard implementer on fair, reasonable, and non-discriminatory licensing terms.
- Article 15** Subject to a Member agreeing to the Association's trademark usage rules, the Association shall grant a non-exclusive, worldwide, and non-sublicensable trademark license to that Member, allowing it to use its trademarks in the manufacturing and marketing of the tested and certified standard-implemented products. Manufacturing and marketing activities may include, but are not limited to, the manufacturing, sales, leasing, marketing, and advertising of such products. If a non-member standard implementer makes a request to the Association for trademark licensing, the Association may, under reasonable conditions, grant a trademark license to the owner of the tested and certified standard-implemented products.
- Article 16** Any patent licensing statements made by a Member in accordance with this Policy prior to the dissolution of the Association or termination of their membership shall remain valid after the dissolution of the Association or termination of their membership, and the provisions under Articles 5, 6, and 7 of this Policy shall apply.

Chapter 3 Disclosure of Patent Information

- Article 17** A Member shall disclose their SEPs to the Association, and the

Association also encourages its Members to disclose their known SEPs in a timely manner, including those held by the members and those held by third parties.

The Association may request its Members to disclose their patent information in relation to a standard. Upon receiving of such disclosure request, a Member shall disclose the relevant SEP information by filing and submitting Appendix 1. If, after receiving a disclosure request from the Association, a Member does not file the schedule of the Appendix 1 to the Association prior to the date that the standard is submitted for technical review, the Member is deemed to have agreed to license all SEPs it holds for that standard in accordance with Article 3 of this Policy.

Article 18 If a Member refuses to grant a license in accordance with Article 8 of this Policy, it shall, in addition to issuing a notice, disclose to the Association the SEP information they refuse to license, the descriptions of the essentiality of the SEP, and other patent information and relevant supporting materials required by the Association.

Article 19 SEP information falling under disclosure obligation as set forth in this Policy includes the following:

(1) For granted patents and published patent applications, Members, or SEP holders, or patent applicants shall disclose the basic information to the Association, such as application number, application date, publication number/patent number, patent holder and patent title; information of the standards covered, such as standard title, version number, and chapter number.

(2) For unpublished patent applications, Members, or SEP holders, or patent applicants are not required to disclose the basic information, but shall provide relevant documents to prove the existence of such applications and disclose to the Association information regarding the standards covered. Such information includes standard title, version number, chapter number, etc. Members or SEP holders or applicants agree to disclose additional patent information according to Article 19 (1) after publication.

Article 20 When disclosing relevant patent information, a Member shall make reasonable efforts based on their knowledge and shall be responsible for the authenticity of the patent information and relevant supporting materials they provide. Members undertake to in no way intentionally conceal or avoid disclosing patent information that is required to be disclosed under this Policy.

Chapter 4 Disclaimer

Article 21 The Association shall, through appropriate procedures and means, disclose to its Members and the public the SEP information and patent licensing statements submitted by patent holders, or patent applicants. The Association shall not be responsible for reviewing the validity and fitness of the SEPs, nor does the Association guarantee the authenticity and integrity of the SEP information.

Article 22 Unless otherwise stated in this Policy, the Association shall not, on

behalf of products implemented in accordance with the standards, provide any warranties, either express or implied, for non-infringement of IPRs of third parties, merchantability, or fitness.

Article 23 In no event, regardless of damages related to contracts, infringements, or guarantees, whether or not Members or third parties have been advised of the possibility of such damages in advance, etc. shall the Association be liable for any direct, indirect, special, incidental, punitive, or consequential damages (including but not limited to expenses, losses of profit, unavailability of products or services, or data loss incurred by purchasing alternative products or services) arising as a result of this Policy to its Members or third parties.

Article 24 The Association and its Members shall not be liable for searching for or analyzing SEPs. However, this provision shall not restrict the Association or its Members from conducting due diligence or other technical searches for SEPs.

Chapter 5 General Provisions

Article 25 This Policy shall be governed by and construed in accordance with the laws of the People's Republic of China without regard to conflict of laws. The final interpretation of this Policy shall rest with the Association.

Article 26 Any Member who violates the provisions of this Policy may be deemed to have breached this Policy. The Association has the right to take reasonable measures to remedy the violation, so as to safeguard the interests of the Association and ensure the implementation of the objectives of the Association.

Article 27 The Association shall not engage in any patent licensing during the implementation of standards. Patent licensing shall be settled by the patent holder and the standard implementer through negotiation at their own discretion. Any patent-related dispute arising from the implementation of a standard shall be settled by the relevant institutions.

Article 28 This Policy shall take effect as of the date of publication and is applicable to all IPR-related activities of the Association. Any amendment to this Policy shall take effect on the date of publication of the amendment and shall have the same effect as this Policy.

Article 29 This Policy shall be written in the Chinese and English language. Both versions shall be of equal legal effect. In the event of controversy, the Chinese version shall prevail.

Article 30 Definition of terms in this Policy:

Member: An entity that has completed the procedures for joining the Association according to the Management Rules for Members of the UHD World Association. To avoid ambiguity, the term "Member", as used in this Policy, includes all affiliates of a Member. **Affiliate** of a Member is an entity that controls, is controlled by, is under common control with such Member, but any such entity shall be deemed to be an Affiliate only as long as such control exists. For the purposes of this definition, "control" shall mean direct or indirect ownership or control of more than fifty

percent (50%) of an entity's stock or other equity interests.

Standard implementer: An entity that implements a standard and, if not licensed, constitutes infringement.

Standard essential patent (SEP): Patents or patent applications that are essential for the implementation of the standards developed or revised by the Association.

Proposal: Proposals or comments formally submitted by Members in written form (including electronic form) to the Standards Working Group, or proposals or comments made by the Standards Working Group.

Draft standard: The initiation of a standard that has been approved by the Association, and whose text is under development.

Standards: In this Policy, the term "standards" refers to Association standards.

Intellectual property rights (IPRs): Patents, trademarks, service marks, registered industrial designs, layout designs, mask work rights of integrated circuits and applications for the foregoing rights, copyrights and rights associated with unregistered designs, as well as related rights protected by other countries and recognized by law as IPRs, trade secrets, technical secrets, or confidential information.

Association trademark: All Association trademarks registered now or in the future.

Appendix 1 UHD World Association Patent Disclosure and Licensing Statement

Rows can be added as needed.

Patent Holder/Applicant Information					
Name					
Contact Person		Phone			
Address		E-mail			
Standard Essential Patent Licensing Statement					
Standard Title					
Version Number					
<p>With regard to the above standards developed/revised and finally released by the UHD World Association, if the patents owned by our entity or our affiliates become standard essential patents, then our entity or our affiliates agree to, in compliance with the Association's IPR policy, license the SEPs involved in the Association's above relevant standards in accordance with the following licensing obligations and disclose information in accordance with Articles 17, 18, 19, and 20 of this Policy:</p> <p><input type="checkbox"/>1. Irrevocably agree to provide royalty-free licenses on fair, reasonable, and non-discriminatory (FRAND-RF) terms; or</p> <p><input type="checkbox"/>2. Irrevocably agree to provide licenses on fair, reasonable, and non-discriminatory (FRAND) terms; or</p> <p><input type="checkbox"/>3. Unwilling to provide licenses in accordance with provisions of either 1 or 2 above.</p>					
No.	Patent Number or Application Number	Patent Application Date	Patent Title	Patent Holder or Applicant	Relevant Standard (Chapter Number*, etc.)
<p>Declarant (company seal):</p> <p>Authorized representative (signature):</p> <p style="text-align: right;">Date:</p>					

*Optional information