

中国广播影视数字版权管理起草委员会知识产权政策 (2006年2月22日第八次工作会议通过实施)

INTELLECTUAL PROPERTY POLICY OF THE DIGITAL RIGHT MANAGEMENT STANDARD DRAFTING COMMITTEE OF CHINA

中国广播影视数字版权管理起草委员会
知识产权政策

DIGITAL RIGHT MANAGEMENT
STANDARD DRAFTING COMMITTEE OF
CHINA

INTELLECTUAL PROPERTY RIGHTS POLICY

第一章、总则

CHAPTER I GENERAL

第一条 本知识产权政策文件(“知识产权政策”)规定了中国广播影视版权管理(DRM)起草委员会(“起草委员会”)与制订 DRM 标准的整个过程及其所产生的标准文档相关的知识产权的管理规则。

Article 1 This document of Intellectual Property Rights Policy (the “IPR Policy”) outlines the policy of the Digital Right Management (the “DRM”) Standard Drafting Committee of China (the “Standard Drafting Committee”) regarding intellectual property rights as related to the DRM Standards development effort, and the specifications developed thereof.

第二条 通过签署 DRM 会员协议,会员书面承诺其同意并遵守本知识产权政策的条款。

Article 2 By signing the DRM Membership Agreement, Members confirm hereby in writing that they agree to and will abide by the terms of this IPR Policy.

第三条 本知识产权政策是 DRM 会员协议的必要组成部分,并通过引用纳入会员协议。

Article 3 This IPR Policy is an integral part of the DRM Membership Agreement, and is hereby incorporated into the Membership Agreement by reference.

第二章、定义

CHAPTER II DEFINITIONS

第四条 对于在本知识产权政策中使用并且在标准起草工作准则和 DRM 会员协议中已有定义的词语,其含义应遵从有关文件中的定义。以下词语在本知识产权政策中定义为以下含义:

Article 4 Terms used in this IPR Policy and defined in the DRM Standard Drafting Regulation and DRM Membership Agreement, shall have the same meanings as defined in those documents. The following terms, however, are specifically defined in this IPR Policy to have the following meanings:

1、“符合部分”仅指有关产品或服务中实施并符合**最终 DRM 标准**的所有相关规范性要求的特定部分,并且这些规范性要求应当在**最终 DRM 标准**中有明确公开,而且其目的是为了**使产品或服务能够实现按该相应最终 DRM 标准所定义的内容制作,内容分发,内容消费等环节的保护功能,从而实现权利管理。**

2、“**必要权利要求**”是指根据授权或公布**专利**的所在国法律,被**符合部分**不可避免地侵犯该**专利**中的某一**权利要求**,且仅限于该**权利要求**。

对**专利**的某一**权利要求**被不可避免地侵犯,是指该侵权不可能在实施**最终 DRM 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**包含在同一件**专利**中;(2)在**最终的 DRM 标准**文档中引用或以参考方式包括在内的其他标准中涉及的**权利要求**;(3)制造或使用符合**最终 DRM 标准**文档的任何产品、服务及其部分时可能必要,但没有明确地在该标准文档中描述的**实现技术**,包括但不限于,制造,程序和打包技术;(4)**实现技术**本身并不实现按该相应**最终 DRM 标准**所定义的内容制作,内容分发,家庭网络等的保护功能,包括但并不限于底层信通信方式,数据传输,信源编码或解码技术。

1 "**Compliant Portion**" means only those specific portions of products or services as applicable that implement and are in conformity with all relevant normative requirements of a Final DRM Standard, to the extent specifically disclosed in a Final DRM Standard, and where a purpose of such requirements is to enable the products or services as applicable to perform those protective functions of content production, content distribution, and home network, as defined by such Final DRM Standard, thereby implementing management of the rights.

2. "**Necessary Claim**" means a claim, but only such a claim, in a Patent which is unavoidably infringed by a Compliant Portion under the laws of the country that issued or published the Patent.

The unavoidable infringement of a claim of a Patent means that such infringement cannot be avoided by any other non-infringing means that is technically feasible during implementation of the Final DRM Standard.

A Necessary Claim shall not include, and no license shall apply to: (i) a claim other than the one set forth above even if such a claim is contained in the same Patent, (ii) a claim arising from other standards which are incorporated by reference or referred to in a Final DRM Standard, or (iii) enabling technologies, such as, but not limited to manufacturing, process and packaging technologies, that may be necessary to make or use any of products or services or portion thereof that complies with a Final DRM Standard, but are not expressly set forth in such standard; or (iv) enabling technologies itself that does not perform those protective functions of content production, content distribution, and home network, including but not limited to those directed to underlying signal communication, data transport, source coding or decoding technology.

3、“**专利**”是指许可方或其**关联者**拥有的或者在无需向他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、或批准并公布后处于异议期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。

4、“**规范性参考文件**”是指并非由起草委员会制定而是通过引用包含在**最终 DRM 标准**中,而且为了遵循包含该**参考文件**的**最终 DRM 标准**就必须符合该**参考文件**内容的文档或标准。有助于理解,在实施或以其他方式使用**最终 DRM 标准**的文档或标准时,如果与其相符合并非为遵循**最终 DRM 标准**所必须的,该文档或标准则不属于**规范性参考文件**。

第三章、提案

第五条 本标准起草委员会意识到,允许会员保留对其**提案**中的知识产权的权益有利于鼓励会员提出**提案**,进而有利于制定先进的技术标准。因此,任何**提案**中的知识产权属于提出**提案**的会员所有。提出**提案**的会员保留申请专利或公开披露有关信息的权利。

第六条 每个会员同意许可所有其他会员和标准起草委员会仅限于为了制订**DRM 标准草案**的目的而使用该会员提交给起草委员会的任何**提案**中包含的该会员及其关联者的任何著作权、专利、商业秘密或其他非专利知识产权。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。

3. "**Patent**" shall mean any issued patent, enforceable invention certificate, or issued utility model of any country, or any enforceable and allowed patent application or enforceable and allowed utility model application that is 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 other entity.

4. "**Normative Reference**" shall mean a document or standard that is not developed by the Standard Drafting Committee, but included, as reference, in a Final DRM Standard, and that must be complied with as necessarily to be in compliance with the Final DRM Standard that includes the reference. For better understanding, any document or standard shall not be a Normative Reference if the compliance therewith is not necessary for implementing or otherwise using the document or standard in order to be in compliance with the Final DRM Standard.

CHAPTER III CONTRIBUTION

Article 5: The Standard Drafting Committee understands that allowing Members to reserve their intellectual property rights in their Contributions will encourage submission of such Contributions and further benefit the drafting of excellent technical specifications. Therefore, the intellectual property rights in any Contribution belong to the contributing Member. The contributing Member reserves the right to apply for patents and/or to publicly disclose such information.

Article 6 Each Member agrees to grant to all other Members and to the Standard Drafting Committee 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 Standard Drafting Committee to use such intellectual property for only the limited purpose of developing a Draft DRM Standard. Such license shall be a nonexclusive, nontransferable, irrevocable, royalty-free worldwide license.

第七条 会员不应在知晓的情况下提出违反其对其他会员或其关联者、或第三方保密义务的**提案**，或在**提案**中包括其他会员或其**关联者**、或第三方的含有著作权或商业秘密的材料，除非事先得到其他会员或其**关联者**、或第三方的书面同意。就本条款而言，会员是否知晓仅限于该会员的起草委员会成员和**提案**的作者是否实际知晓。

Article 7 Member shall not knowingly submit a Contribution that either violates a duty of confidentiality to any other Member or Affiliates thereof or a third party, or contains copyrighted or trade secret materials of any other Member or Affiliates thereof or a third party without the prior written consent of such Member, Affiliates or third party. For purposes of this Article, a Member's knowledge shall be limited to the actual knowledge of its Standard Drafting Committee Staff and authors of such a Contribution.

第八条 只有当**规范性参考文件**可以公开获得时，该内容才可以被包含在**DRM 标准草案**或**最终 DRM 标准**中。为了本条目的，只有在以下情况，**规范性参考文件**被认为是可以公开获得：

Article 8 A Normative Reference may be included in a Draft DRM Standard or the Final DRM Standard only if it is publicly available. For the purpose of this Article, Normative Reference is Publicly Available only if:

- 1、任何人都可以通过可公开接触的渠道（付费或免费）获得其中文（或英文）的内容；
- 2、除与有形**规范性参考文件**的复印和分发有关的限制之外，评估该**规范性参考文件**时**无须受到其他的限制**即可以获得该**规范性参考文件**；
- 3、评估该**规范性参考文件**没有受到实施方面的限制可以获得该**规范性参考文件**；并且
- 4、不必要求请求人证明某种资质，例如是某一特定组织的会员，就可以获得该**规范性参考文件**。

- i. it is available to anyone (with or without the payment of a fee) in Chinese (or English) from a publicly accessible source;
- ii. it is available without limitations relating to its evaluation, except for limitations related to copying and redistribution of the physical Normative Reference;
- iii. it is available without limitations relating to its implementation as a condition of evaluation; and
- iv. it may be obtained without requiring the requesting person to demonstrate some qualification such as being a member of a specific organization.

如果符合某一**规范性参考文件**要求使用特定的测试套件，该测试套件也必须可以公开获得。

If conformance with a Normative Reference requires the use of specific test suite, the test suite must also be Publicly Available.

第四章、专利技术

CHAPTER IV PATENTED TECHNOLOGY

第九条 标准起草委员会原则上不反对在**最终 DRM 标准**中采纳专利技术。但是，在权衡是否在**DRM 标准草案**中采纳某一**提案**时，工作组可以考虑已经提交的对专利的披露声明。为利于**最终 DRM 标准**的商业应用，工作组在权衡技术性能和实施成本实质性相同的竞争性**提案**时将采用以下规则：

Article 9 The Standard Drafting Committee in principle does not oppose to adoption of patented technology in the Final DRM Standards. During the course of evaluating Contributions for incorporation into a Draft DRM Standard, however, a Working Group may take into consideration of the relevant patent disclosures that have been submitted. With a goal of encouraging commercial adoption of the Final DRM Standards, a Working Group will utilize the following guidelines when considering competing Contributions that are substantially equivalent in terms of technical merit and implementation cost:

1. Preference should generally be given to the

- 1、在相关的专利披露中没有包含潜在的**必要权利要求的提案**，或者有关潜在的**必要权利要求适用 RAND-RF 的许可义务的提案**一般通常应当得到优先考虑；
- 2、当每个**提案**都有专利被披露时，工作组将优先考虑承诺提供更优惠许可条件的提案。

在适用上述规则时，工作组应当仅考虑专利披露声明中提供的信息。

第十条 标准起草委员会主席需要就提交批准的**DRM 标准草案**中可能涉及的专利权利要求的情况向有关的政府标准机构报告。

第十一条 在签署会员协议时，每个会员应该对**最终 DRM 标准**中采用的任何技术所涉及的该会员的**必要权利要求确定缺省许可义务**。除非会员根据下面第十四条（涉及**提案**中包括的**必要权利要求**）或第十八条（在“**审阅期**”）的规定选择了不同于其缺省许可义务的许可承诺，该会员应当按照其**缺省许可义务**对其**必要权利要求**提供许可。

第十二条 会员可以从以下**缺省许可义务**中做出选择：

1、如果在某一工作组制订某一**DRM 标准草案**期间会员参加了该工作组，而该**DRM 标准草案**其后成为**最终 DRM 标准**，那么对于与该**最终 DRM 标准**有关的任何**必要权利要求**，会员可以选择：

- (1) 按照合理且非歧视性的条款提供免费许可（“RAND RF”）；
- (2) 按照合理且非歧视性的条款（“RAND”）给予许可。

2、如果在某一工作组制订某一**DRM 标准**

Contribution(s) with no potential Necessary Claims identified in related patent disclosures, then to those Contributions where all potential Necessary Claims are subject to licensing obligations of RAND-RF; and

2. When patent disclosures have been filed for each of the competing Contributions, the Working Group should give preference to the Contribution(s) with a more favorable licensing commitment.

When applying these guidelines, the Working Group shall only consider information supplied in the patent disclosure statements.

Article 10 The President of the Standard Drafting Committee shall report to the Authorities on the possible relevance of patent claims in Draft DRM Standards submitted for approval by the Authorities.

Article 11 Upon signing the Membership Agreement each Member shall identify Default Licensing Obligations in connection with its Necessary Claims to any technology adopted in any Final DRM Standard. Except for those Necessary Claims for which a Member has chosen a licensing commitment different from its Default Licensing Obligations under Article 14 hereinafter (with respect to Necessary Claims covering its Contribution) or under Article 18 hereinafter (during the Review Period), such Member shall license its Necessary Claims in accordance with its Default Licensing Obligations.

Article 12 Member may select from the following Default Licensing Obligations:

(a) For Necessary Claims in connection with any specific Final DRM Standard where Member is a **Participant** in the applicable Working Group when that Working Group adopts the Draft DRM Standard that becomes such Final DRM Standard:

- (i) license royalty free without compensation and otherwise under reasonable and non-discriminatory terms (“RAND RF”);
- (ii) license under reasonable and non-discriminatory (“RAND”) terms.

(b) For Necessary Claims in connection with any

草案期间会员并未参加该工作组，而该**DRM 标准草案**其后成为**最终 DRM 标准**，那么对于与该特定的**最终 DRM 标准**有关的任何**必要权利要求**，会员可以选择：

- (1) 按照 RAND RF 条款许可；
- (2) 按照 RAND 条款许可；
- (3) 无许可义务 (“NO LICENSE”)。

第十三条 会员有权自行决定采用与其确定的**缺省许可义务**等同或更优惠的条款(优惠程度依本条如下规定)对其部分或所有的**必要权利要求**进行许可。为了本条的目的，第十二条中规定的**缺省许可义务**和第十四条中规定的与**提案**相关的许可义务按照优惠程度从高到低的次序排列如下：

- 最优惠：按照 RAND RF 条款许可
- 第二优惠：按照 RAND 条款许可
- 最不优惠：无许可义务

第十四条 为了方便标准起草委员会决定是否采纳一个特定的**提案**，以及根据上述第十条准备与**DRM标准草案**相关的专利报告，每个会员在提交任何**提案**时，应该做出相应披露，并且书面承诺，对于该会员因为该特定**提案**得到**最终 DRM 标准**的采纳而获得的与该**最终 DRM 标准**(以及后继**最终 DRM 标准**的某些部分，这些后继**最终 DRM 标准**的部分必须是为了向前兼容采纳该特定**提案**的**最终 DRM 标准**所必需的，也仅限于该**最终 DRM 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**必要权利要求**提供符合 RAND 条款或 RAND RF 条款的许可。

第十五条 每个会员应该根据诚信原则，在其实际知晓的范围内，就可能包含**必要权利要求**的该会员和其**关联者**的**专利**和公布的**专利申请**及时向标准起草委员会进行披露，该披露义务一直持续到**DRM 标准草案**被标准化机构批准为止。选择第 12 条(3)规定的**缺省许可义务**的会员还必须在实际知晓的范围内披露该会员或其**关联者**的可能包含**必要权利要求**的未公开的**专利申请**。

specific Final DRM Standard where Member is **not a Participant** in the applicable Working Group when that Working Group adopts the Draft Standard that becomes such Final Standard:

- (i) license under RAND RF terms;
- (ii) license under RAND terms; or
- (iii) no licensing obligation (“NO LICENSE”).

Article 13 Member may in its sole discretion commit to grant licenses to some or all of its Necessary Claims under equally or more favorable licensing terms (as set forth below in this Article) than specified by its Default Licensing Obligation. For purposes of this Article, the Default Licensing Obligations set forth in Article 12 and the licensing commitments for Contributions set forth in Article 14 are ordered from most favorable to least favorable, i.e.,

- Most favorable: RAND RF,
- Next most favorable: RAND
- Least favorable: NO LICENSE

Article 14 To facilitate the Standard Drafting Committee in its consideration of whether to adopt a specific Contribution, and its preparation of the report of Article 10 hereinabove, each Member shall, upon its submission of any Contribution, make a disclosure of, and commit in writing to license, any of its Necessary Claims to a Final DRM Standard to which such Contribution was made (and with respect to those portions of subsequent Final DRM Standards required to ensure backwards compatibility with such Final DRM Standard, but only to the extent that backwards compatibility is required by such Final DRM Standard) that are Necessary Claims to such Final DRM Standard because such Contribution is included in such Final DRM Standard under either RAND or RAND RF terms.

Article 15 On an ongoing basis, continuing throughout approval of a Draft DRM 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 Claims to the extent of such Member’s actual knowledge. Members that have elected a Default Licensing Obligation pursuant

为了本条目的，会员实际知晓应当仅限于其起草委员会成员和提案作者（如果有的话）的实际知晓范围。在任何情况下，本知识产权政策要求的披露义务都不得被解释为要求会员进行专利检索。对本条的解释和应用应当符合诚信原则，会员不得故意对其参与**DRM 标准草案**制定的人员隐瞒有关事实以规避本条规定的披露义务。

第十六条 就上述第十四条和第十五条规定的披露而言，会员应当披露以下最低限度的信息：

- 1、对于已批准的专利及已公布的专利申请的披露，必须包含：
 - （1）专利权和/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布的专利申请的披露：
 - （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）由会员自行决定，可以标明相关的**DRM 标准草案**的部分。

本款规定不禁止基于自愿对未公布的尚未授权专利申请做出更广泛的披露。

在一项已被披露的未公布的专利申请得到公开时，会员必须对上文所述与已公布的专利申请相关的其他辨别信息进行披露。

第十七条 除了根据第六条提供的许可，根据本知识产权政策提供专利许可的所有承诺应当适用于所有会员及其**关联者**，以及所

to Article 12(b)(iii) must also disclose the existence of unpublished patent applications of such Member or its Affiliates that may contain Necessary Claims to the extent of such Member's actual knowledge

For the purpose of this Article, Member's actual knowledge shall be limited to the actual knowledge of its Standard Drafting Committee Staff and authors of its Contributions, if any. In no way shall any disclosure duty arising under this IPR Policy be interpreted as requiring Members to conduct a patent search. Interpretation and application of this Article shall follow the principle of good faith, and the Member shall not intentionally isolate its staff participating in the development of the Draft DRM Standards from the relevant facts for the purpose of avoiding the duty of disclosure under this Article.

Article 16 For the disclosures required under Articles 14 and 15 hereinabove, the Member should disclose the following minimum information:

1. With respect to issued patents and published patent applications, disclosure must include:
 - (i) the identity of the patent holders 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) at the sole discretion of such a Member, may include an identification of an applicable section of a Draft DRM Standard.

Nothing herein precludes broader disclosure of unpublished pending patent applications on a voluntary basis.

Once an unpublished pending patent application that has been disclosed is published, the Member must disclose the additional identifying information about the published application.

Article 17 All commitments to grant patent licenses under this IPR Policy, except for those in Article 6, shall extend to all Members and their Affiliates and all third party implementers

有实施符合部分的第三方（以下合称“被许可人”），并且应当就提供许可的会员所拥有的必要权利要求向被许可人提供非排他性的、不可转让的、不可分许可的、全球性的许可，以制造、委托仅以被许可人的名义制造、使用、进口、许诺销售、租赁、销售或以其他方式分发符合部分。

会员及其关联者（“许可人”）没有义务就其必要权利要求向被许可人提供许可，如果该被许可人没有在事实上承诺就自己的必要权利要求按照 RAND RF，或者 RAND 的条件向该会员或其关联者提供许可。

如果许可人选择按照 RAND RF 的条件对其必要权利要求提供许可，而被许可人仅仅愿意按照 RAND 的条件许可自己的必要权利要求，那么许可人有义务向被许可人提供其必要权利要求的许可，但是该义务可以通过按照 RAND 的条件提供许可而得到满足。

根据本协议提供的许可条款可以包括防御性中止许可的权利。

第十八条 标准起草委员会在将 DRM 标准草案提交标准化机构批准之前，应给予所有会员不少于 90 天的“审阅期”，以便会员审阅有关知识产权方面的事项。起草委员会在审阅期开始之前应当向所有会员提供中文的 DRM 标准草案。如会员根据需要对 DRM 标准草案进行翻译，该翻译文本（无论为何种文字）仅供参考。DRM 标准草案应以中文版本为准。

除会员已经根据本知识产权政策第十四条的规定承诺了许可义务的必要权利要求外，如果会员在“审阅期”期间或结束前披露一个或多个特定专利，会员可以就上述专利中包含的必要权利要求声明承诺其许可义务为第十二条第 2 款规定的三个选项之一。如果会员在“审阅期”结束时没有做出声明，将适用会员的缺省许可义务。

of Compliant Portions (collectively “Licensees”), and shall provide all such Licensees a non-exclusive, non-transferable, non-sub-licensable, worldwide license under the licensor Member's Necessary Claims to make, have made solely on behalf of the Licensee, use, import, offer to sell, lease, sell, and otherwise distribute Compliant Portions.

A Member and its Affiliates (“Licensor”) have no obligation to offer to license their Necessary Claims to any Licensee that does not in fact make a commitment to license its Necessary Claims to such a Member and Member's Affiliates under either RAND RF, or RAND terms.

In the event that a Licensor elects to license its Necessary Claims on RAND RF basis and the Licensee is only willing to offer to license its Necessary Claims under RAND terms, the Licensor shall be obligated to license its Necessary Claims to that Licensee, but such obligation may be fully satisfied by offering to license under RAND terms.

The terms of any licenses granted pursuant to this Agreement may include defensive suspension rights.

Article 18 The Standard Drafting Committee shall provide all Members a “Review Period” of no less than 90 days prior to submission of a Draft DRM Standard to the Authorities for approval, in order to review IPR issues. The Standard Drafting Committee shall provide all Members the Draft DRM Standard in Chinese language prior to the beginning of the Review Period. If any Member has translated the Draft DRM Standard into another language, such translation (regardless what the translated language is) shall be considered for the purpose of reference only. For any conflict between the translated version and the Chinese version of the Draft DRM Standard, the Chinese version shall prevail.

Except for the Necessary Claims subject to a licensing commitment made under any provision of Article 14 of this IPR Policy, in the event a Member discloses one or more specific Patents on or before the end of the Review Period, such Member may declare its licensing commitment with respect to any Necessary Claims contained in such Patents to be any one of the three options set forth in Article 12(b). If no such declaration is made by the end of the Review Period,

Member's Default Licensing Obligation shall apply.

第十九条 在向标准化机构提交 DRM 标准草案以供批准之前，标准起草委员会应当就其已经知晓的该 DRM 标准草案中可能涉及的必要权利要求向第三方专利权人征集其许可意向。如果起草委员会无法就上述专利权利要求取得合理的许可承诺，起草委员会应当对该 DRM 标准草案进行相应修改。

Article 19 Before submission of a Draft DRM Standard to the Authorities for approval, the DRM Standard Drafting Committee shall contact, to the extent of the Standard Drafting Committee's actual knowledge, potential third party patent holders of Necessary Claims to such Draft DRM Standard regarding the licensing intent of such third parties. If the Standard Drafting Committee cannot obtain a reasonable licensing commitment for the related patent claims, the Standard Drafting Committee shall make appropriate revisions to such Draft DRM Standard.

第二十条 在承担本知识产权政策下的许可义务之外，会员有权按照其自行确定的条款，独立的向公众提供其必要权利要求的许可。

Article 20 In addition to its licensing obligations under this IPR Policy, a Member may license independently its Necessary Claims under terms of its own choice.

第二十一条 所有会员同意，除了同意按照本知识产权政策的明文规定提供许可外，任何会员或其关联者在本知识产权政策下没有以直接或暗示、禁止反言或其他方式向其他方或其关联者提供或同意提供任何知识产权的许可、豁免或其他权利。

Article 21 The Members agree that no intellectual property license, immunity or other right is granted, or agreement to grant licenses is made, under this IPR 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.

第二十二条 会员同意，其现在没有，将来也不会为规避本知识产权政策下的许可义务而转让包含必要权利要求的专利。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在本知识产权政策下已经承担的许可义务（如果有的话）的约束。

Article 22 Member agrees that it has not transferred and will not transfer Patents having Necessary Claims for the purpose of circumventing its licensing obligations under this IPR Policy. Any transfer by Member to a third party of a Patent having Necessary Claims shall be subject to the Member's existing obligations, if any, under this IPR Policy.

会员可以选择遵守本条的具体方式。在转让必要权利要求的协议中包含相应条款，规定该转让应受到已有许可协议和该会员在标准机构、标准起草组织或类似组织中所承担的许可义务的约束（或类似作用或效果的语言），此种方式足以符合本条要求。

Member may choose the manner in which it complies with this Article. The inclusion, in any agreement for assigning a Necessary Claim(s), of a provision that such assignment is subject to existing licenses and obligations to license imposed on the Member by standards bodies, specification development organizations, or similar organizations (or language of similar import or effect) shall be sufficient to comply with this Article.

第五章、商标

CHAPTER V TRADEMARK

第二十三条 如果标准起草委员会需要以任何名称或标志作为商品商标，服务商标或商号（总称为“商标”），起草委员会应依据相

Article 23 In the event that the Standard Drafting Committee proposes to adopt any name or logo as a trademark, service mark or trade

应的法律法规的规定行事。

如果标准起草委员会选择任何商标作为指明某一产品或服务与其他所有采用相同商标的产品或服务相兼容的标志，该商标的使用应当由标准起草委员会或其指定的实体按照合理和非歧视性的条款进行许可，许可方式应当保证产品或服务与**最终的 DRM 标准**相符合。

第六章、著作权

第二十四条 标准起草委员会拥有 **DRM 标准草案**的著作权，但要受提出**提案**的会员和其他著作权所有者所享有的权利的约束。除非已事先得到标准起草委员会的明确的书面许可，任何会员均不得出版或发行 **DRM 标准草案**或**最终 DRM 标准**的全部或部分内容，或其他任何演绎作品。

第二十五条 由**标准化机构**批准颁布的**最终 DRM 标准**著作权属于国家。其使用、修改和发行应遵守有关法律法规的规定。

第二十六条 会员就任一 **DRM 最终标准**提出软件作为参考实施方案（即提出作为如何实施某一标准的范例的符合性实施方案）的全部或部分的，会员应当向用户提供一份免费的著作权许可，允许其在任何符合**最终 DRM 标准**的实施方案中使用该软件。该会员没有默示提供任何其他著作权许可。标准起草委员会，其会员或其他任何实施者都没有义务在本知识产权政策下或者为了制造符合部分使用上述软件。

第七章、许可义务的存续

第二十七条

1、会员根据第六条、第十一条、第十二条、第十四条、第十七条和第十八条提供许可的承诺在会员终止或撤销其在标准起草委员会的会员资格之后对于下列**必要权利要求**仍应继续有效：

(1) 与该会员就并入某一**最终 DRM 标准**

name (“Trademark”), the Standard Drafting Committee shall act in accordance with relevant law and regulations.

To the extent that any Trademark is selected by the Standard Drafting Committee as an indicator that a product or service is compatible with all products or services so marked, such Trademark shall be licensed under reasonable and nondiscriminatory terms by the Standard Drafting Committee or an entity designated by the Standard Drafting Committee in a manner to ensure compliance with a Final DRM Standard.

CHAPTER VI COPYRIGHT

Article 24 The Standard Drafting Committee shall own the copyright in Draft DRM Standards, subject to the underlying copyright rights of the contributing Members and other copyright owners. No Member shall publish or distribute a Draft or a Final DRM Standard or any part thereof or any derivative work thereof, except with the express prior written consent of the Standard Drafting Committee.

Article 25 The copyright for the Final DRM Standards as approved and released by the Authorities belongs to the State. Any use, modification or distribution of Final DRM Standards shall be in conformity with applicable laws and regulations.

Article 26 A Member contributing software to serve as all or a portion of a reference implementation (i.e., a compliant implementation of a standard offered as an example for how to implement such standard) for any Final DRM Standard shall give users a royalty free copyright license to use the software in any implementation conforming to this Final DRM Standard. No other copyright license from such Member shall be implied. None of the Standard Drafting Committee, its Members or any other implementer shall have any obligation to use such software under this IPR Policy or in order to create a Compliant Portion.

CHAPTER VII SURVIVAL

Article 27

(a). Member’s commitment to grant licenses as provided in Articles 6, 11, 12, 14, 17 and 18 shall remain in full force and effect after Member’s termination or withdrawal of its membership in the Standard Drafting Committee, for:

(i) any Necessary Claim to a Contribution made

的任何版本的 **DRM 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 **DRM 标准草案**，以及**最终 DRM 标准**中为了向前兼容该 **DRM 标准草案**所必需的部分；

(2) 该会员的与并入某一**最终 DRM 标准**的任何版本的 **DRM 标准草案**有关的其**提案**之外的任何**必要权利要求**，如果该 **DRM 标准草案**在该会员的标准起草委员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 **DRM 标准草案**可供审阅之日起 90 天内根据第十八条的规定做出声明，并且提供许可的承诺仅限于该 **DRM 标准草案**，以及**最终 DRM 标准**中为了向前兼容该 **DRM 标准草案**所必需的部分。

2、如果标准起草委员会解散，会员同意在解散后（根据第六条、第十一条、第十二条、第十四条、第十七条和第十八条的规定）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 DRM 标准**；以及

3、与某一后继**最终 DRM 标准**有关的**必要权利要求**，但仅限于与该**最终 DRM 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在该会员的标准起草委员会会员资格存续期间被采纳的某一**最终 DRM 标准**所必需的；并且(2) 该会员就该在先采纳的**最终 DRM 标准**对该**必要权利要求**已经承诺了许可义务。

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**。

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十七条规定的互惠性权利。

第八章、其他

第二十八条 对本知识产权政策的任何修改必须遵循起草委员会标准起草工作准则的

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

(ii) any Necessary Claim of such Member, which is not a Contribution, to any version Draft DRM Standard that is incorporated into a Final DRM Standard, where such Draft DRM Standard(s) was made available for review during such Member's membership in the Standard Drafting Committee, provided that the Member or former Member shall be entitled to furnish a declaration in accordance with Article 18 within 90 days of availability of the Draft DRM Standard(s) and provided further that the commitment to grant licenses is limited to only such Draft DRM Standard(s) and portions of the Final DRM Standard required for backward compatibility with such Draft DRM Standard(s).

(b). In the event of dissolution of the Standard Drafting Committee (if any), each Member agrees to grant licenses (as provided in Articles 6, 11, 12, 14, 17 and 18) after dissolution for Necessary Claims but only in connection with Final DRM Standards for which such Member was committed to grant licenses before dissolution; and

(c) any Necessary Claim to a later Final DRM Standard, but only to the extent that such claim is a Necessary Claim to the portion of such Final DRM Standard that: (i) is required to be backwards compatible with a Final DRM Standard adopted during such Member's membership in the Standard Drafting Committee, and (ii) such Member is already obligated to license such claim with respect to such earlier adopted Final DRM Standard.

In no event is a withdrawn or terminated Member obligated to license any additional Necessary Claims except as specified in this Article.

All Members that are obligated to license one or more Necessary Claims under this Article shall remain entitled to **the reciprocity** under Article 17 for Necessary Claims.

CHAPTER VIII MISCELLANEOUS

Article 28 Any revisions to this IPR Policy must be approved pursuant to the requirements of the

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）。如果在接受期间内，即使会员的授权代表没有书面确认接受修改后的知识产权政策，亦视为该会员已接受修改后的知识产权政策。在接受期间结束之前撤出起草委员会，或者在接受期间结束时自动撤出的任何会员不受修改后的知识产权政策的约束。

DRM Standard Drafting Regulation of the Standard Drafting Committee. 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. The Member accepts the revised IPR Policy even if an authorized representative of Member does not confirm their acceptance in writing of the revised IPR Policy within the Acceptance Period. Any Member that withdraws from the Standard Drafting Committee prior to the end of the Acceptance Period or is automatically withdrawn at the end of the Acceptance Period will not be subject to the revised IPR Policy.

第二十九条 本知识产权政策为中英文对照文**Article 29** This IPR Policy is written in both Chinese and English languages. In the event of any inconsistency in interpretation, the Chinese version of this IPR Policy shall prevail.