

# World WLAN Application Alliance Intellectual Property Rights Policy

## Chapter 1 Overview

**Article 1** The World WLAN Application Alliance (WAA) aims to build an open, international, and influential WLAN industry development platform, bring together industry partners from around the world, and cultivate the WLAN industry ecosystem. The WAA respects intellectual property rights (IPR) and has developed this IPR Policy ("this Policy").

**Article 2** This Policy is one of the key policies of the WAA, and all Members of the WAA are bound by it.

## Chapter 2 Definitions

**Article 3** The definitions of the terms in this Policy are as follows:

**Contributions** refer to documents or recommendations submitted to the WAA in writing (including electronic copies), including drafts and amendments to standard documents.

**Standards** refer to technical standards, technical specifications, and test specifications of the WAA.

**Standard documents** refer to standard documents approved, implemented, and promoted by the WAA, including documents in each phase of the standard formulation and revision process, such as drafts, official versions, and released versions.

**Standard-essential patents (SEPs)** refer to patents or patent applications, if not authorized by patentees, that are inevitably infringed upon due to a lack of alternative technical solutions during the implementation of the standards formulated or revised by the WAA. SEPs in this Policy do not include: (1) SEPs or SEP applications involved in the standards released by third-party organizations referenced in the standards formulated by the WAA; (2) Patents or patent applications involved in the case studies or reference information in final standard documents.

**Affiliate of a Member** refers to an entity that controls, is controlled by, or 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, and for the purposes of this definition, "control" shall mean direct or indirect ownership or control of more than fifty percent (50%) of the Voting Power or shareholders' equity in such an Entity. The term "Member", as used in this Policy, includes all affiliates of a Member.

## Chapter 3 Intellectual Property Licensing and Information Disclosure

**Article 4** Members shall grant standard implementers licenses to implement the SEPs Members hold on a fair, reasonable, and non-discriminatory (FRAND) basis.

**Article 5** The patent licensing declaration made by the patentee of an SEP is irrevocable once submitted, unless in one of the following two situations: (1) When an SEP for which a licensing declaration has been made is no longer necessary for the implementation of a standard due to changes in the content of the standard, the patentee of the SEP and the standard implementer may negotiate to change or maintain the patent license. (2) The patentee of the SEP

makes a more preferential patent licensing declaration, and the standard implementer may choose to accept the new or prior licensing declaration.

**Article 6** For an SEP for which a licensing declaration has been made, the patentee of the SEP shall, when transferring the patent, inform the assignee in advance of the content of the licensing declaration and the obligations set out in this Policy. Whether the assignee is informed or not, the SEP is still subject to the licensing declaration and the provisions of this Policy after assignment. The patentee of the SEP shall not transfer the SEP for the purpose of circumventing licensing obligations.

**Article 7** Members shall, within one calendar month after receiving the notice of publication of the draft standard, complete the declaration in Appendix 1 in this Policy and submit it to the WAA if they refuse to license an SEP under the standard, and provide reasons in writing for refusing to license the SEP. If a Member does not submit the declaration within one calendar month after receiving the notice of publication of the draft standard, it is deemed that the Member agrees to grant the standard implementer licenses to implement all SEPs held by the Member on a FRAND

basis. The WAA can decide whether to retain the membership of the Member after considering the reasons provided in writing by the Member.

In the case that a Member refuses to license its patents, the WAA shall convene and consult experts for alternative solutions or take other measures.

**Article 8** Members shall not refuse to license their SEPs that are involved in the contributions they submit on a FRAND basis.

**Article 9** If the SEPs held by a non-Member entity or individual come to the attention of the WAA, the WAA shall:

(1) proactively contact the non-Member patentee of the SEP and seek ways to obtain the licensing declaration from the non-Member patentee of the SEP (using Appendix 1 in this Policy);

(2) seek other solutions if the non-Member patentee of the SEP refuses to grant the standard implementer licenses to implement the SEPs on a FRAND basis. The WAA can:

- a. seek feasible alternatives if the standard is not published. If no alternative can be found, the WAA Council shall vote on whether to suspend or terminate the R&D and publication of the standard and seek other

solutions.

b. seek feasible alternatives if the standard has been published. If no alternative is available, the WAA can seek other ways to solve the problem. If no solution can be found, the WAA Council shall vote on whether to revise the standard, stop using or promoting the standard, or abolish the standard.

**Article 10** The WAA encourages Members that are aware that they may hold SEPs to notify the WAA in writing as soon as possible and use Appendix 1 in this Policy to disclose relevant patent information.

The WAA may require Members to disclose patent information about a standard. Members undertake that they will submit Appendix 1 after receiving the disclosure request from the WAA and disclose relevant SEP information. If a Member does not submit Appendix 1 to the WAA before the standard is submitted for preliminary review and after receiving the disclosure request from the WAA, the Member is deemed to have agreed to license all SEPs under the standard they hold in accordance with Article 4 of this Policy.

**Article 11** When disclosing patent information, Members shall make reasonable efforts based on their knowledge and

be responsible for the authenticity of the patent information and relevant supporting documents they provide. Members shall undertake not to, in any way, intentionally conceal or fail to disclose patent information that is required to be disclosed in accordance with this Policy.

**Article 12** The WAA owns the copyrights of the deliverables it has published, such as standard documents, reports, and white papers, and the WAA shall declare the content of the copyright license in the published documents.

**Article 13** Unless otherwise specified by the WAA, Members agree to grant the WAA worldwide, unconditional, royalty-free, irrevocable, non-sublicensable, and perpetual licenses to all copyrights in connection with their contributions and standards, including but not limited to proposals, drafts, presentation materials, and white papers, owned by them and submitted to the WAA, provided that the license usage is limited to the following purposes and scope:

- (1) internal discussions within the WAA
- (2) formulation, revision, evaluation, release, and promotion of standards
- (3) industry-wide promotion

**Article 14** Members agree that during the membership

period, the WAA can use their trademarks or organization names, including but not limited to displaying their names or trademarks on the membership overview page of the WAA website, in order to factually demonstrate their membership status or their relationship with the WAA or activities organized by the WAA.

**Article 15** Members shall lawfully and effectively hold the intellectual property rights to which they have made a licensing commitment under this Policy. Members shall promptly notify the WAA of any material information changes and ownership status changes to the intellectual property rights to which they have made a licensing commitment under this Policy, including but not limited to changes in the ownership of patents, trademarks, and copyrights that may substantively affect the licensing commitment or the normal activities of the WAA.

**Article 16** Patent licensing declarations made by Members under this Policy shall remain valid under the following circumstances: (1) The WAA discontinues its operations due to circumstances such as disbanding and de-registration; (2) Membership ends due to member exit or exclusion; or (3) Membership is suspended. For the SEPs involved in the draft

and final standard documents completed by the WAA and its working agencies before a Member exits or is excluded, the licensing declaration made by the Member shall remain valid even if the draft and final documents have not been made public.

## Chapter 4 Disclaimer

**Article 17** For the SEP information and patent licensing declarations submitted by the patentees to the WAA, the WAA is not responsible for examining the validity and applicability of the SEPs, nor does it guarantee the authenticity and completeness of the SEP information.

**Article 18** The WAA and its Members do not undertake the obligation to search and analyze SEPs, but this Article shall not restrict the WAA or its Members from performing due diligence or other technical searches on SEPs.

**Article 19** The WAA is not liable to Members or third parties for any direct, indirect, special, incidental, punitive, or joint damages arising from this Policy, whether such damages are in connection with contracts, infringements, guarantees, or other matters and whether the Members or third parties have been informed in advance of the possibility of the damages.

The liabilities for damages include but are not limited to the cost of purchasing alternative products or services, profit losses, and unavailability or loss of data.

## Chapter 5 General Provisions

**Article 20** This Policy shall be governed by and interpreted in accordance with the laws of the People's Republic of China. The WAA reserves the right to interpret this Policy.

**Article 21** In the case of Member violations of this Policy, the WAA has the right to take measures, such as membership suspension and member exclusion, and claim reasonable damages from relevant Members.

**Article 22** Patent licensing matters shall be settled mainly through negotiation between the patentee and the standard implementer. Disputes related to patent issues arising from the implementation of the standards of the WAA shall be settled by the corresponding institutions.

**Article 23** This Policy is available in both Chinese and English, and the two versions have the same legal effect. In the case of ambiguity between the two versions, the Chinese version shall prevail.

**Article 24** This Policy is applicable to all IPR-related activities

of the WAA. The Policy becomes effective the day it is published. If necessary, the WAA Council or its authorized agency may develop detailed rules for the implementation of this Policy.

## Appendix 1:

# World WLAN Application Alliance (WAA) Patent Information Disclosure and Licensing Declaration

Rows can be added to the table as necessary.

Patentee/Patent Applicant Information					
Name					
Contact Person		Phone			
Address		E-mail			
Standard-Essential Patent Licensing Declaration					
Standard Name					
Version No.					
<p>If the above standards formulated/revised and published by the WAA involve standard-essential patents held by the Entity or its Affiliates, the Entity and its Affiliates agree to disclose patent information and license the standard-essential patents involved in the above standards of the WAA in accordance with the IPR policy of the WAA. The Entity or its Affiliates can choose one of the following three options:</p> <p><input type="checkbox"/>1. Irrevocably agree to grant royalty-free licenses on fair, reasonable, and non-discriminatory terms ("FRAND-RF")</p> <p><input type="checkbox"/>2. Irrevocably agree to grant licenses on fair, reasonable, and non-discriminatory terms ("FRAND")</p> <p><input type="checkbox"/>3. Refuse to grant licenses under conditions set out in either of the above two statements</p>					
No.	Patent Number/Patent Application Number	Patent Application Date	Patent Name	Patentee/Patent Applicant	Patent-related Standard Information (Standard Name, Version Number, Chapter Number, etc.)

<p>Declared by (company seal):</p> <p>Authorized representative (signature):</p> <p>Date:</p>					