

虚拟现实产业联盟知识产权规约草案

Draft IVRA IPR Policy

条文	Articles	意见(Comments)
<p>第一章 总则</p> <p>第一条 为妥善处理协会标准制修订过程中的知识产权问题,虚拟现实产业联盟标准委员会制定本知识产权政策,以平衡知识产权权利人,标准实施者和社会公众的利益,促进标准实施。本政策规定了虚拟现实产业联盟制修订标准过程及其产生的标准文档所涉及的知识管理规则。</p>	<p>Chapter I General Provisions</p> <p>Article I The IVRA and its Members when dealing with IPR issues in the process of developing or revising standards shall balance the interests of IPR holders, standard implementers and the general public, and promote the implementation of standards. The IVRA hereby formulates this IPR Policy. This IPR Policy outlines the management rules of the IVRA regarding IPR as related to the standards development effort, and the specifications developed thereof, by the Standard Committee.</p>	
<p>第二条 本知识产权政策是虚拟现实产业联盟章程的必要组成部分。成员在加入虚拟现实产业联盟时,承诺其及其代表同意并遵守本知识产权政策的各项条款。</p>	<p>Article II This IPR Policy forms part of the Articles of Association of the IVRA . On agreeing to become a member of the IVRA, Members thereby confirm that they and their Member Representatives agree to and will abide by the terms of this IPR Policy.</p>	
<p>第三条 在标准制修订过程中,虚拟现实产业联盟之专业委员会或相关的分组将从技术层面考虑受专利保护的技术在标准中的必要性和合理性,及其对标准应用可能产生的影响。</p>	<p>Article III In the process of development or revision of a standard, the Standard Committee or any Sub-group of it will consider the necessity and reasonableness of the technology covered by Patents, which it is aware of, in the standard from a technological aspect, as well as its potential impact on implementation of the standard.</p>	
<p>第二章 知识产权信息披露</p> <p>第四条 成员代表和提案者应根据诚信原则,在其实际知晓的范围内,就虚拟现实产业联盟专题组起草的标准草案,尽早向虚拟现实产业联盟披露成员及其关联者持有的,包含必要权利要求的已授权专利。任何情况下,本知识产权政策规定的披露义务都不被解释为要求任何成员进行专利检索。</p>	<p>Chapter II Disclosure of IPR Information</p> <p>Article IV Every Member Representative who submits a Contribution shall make a good faith effort to promptly disclose to the IVRA the existence of Patents that may contain Necessary Claims of the Member or its Affiliates to the extent of the Member's or author's of the Contribution's actual knowledge . In no event shall any disclosure duty arising under this IPR Policy be interpreted as requiring any Member to conduct a Patent search.</p>	
<p>第五条 对包含必要权利要求的已授权的专利,虚拟现实产业联盟要求成员按照第四条披露相关信息,其中包括但不限于专利权人和/或申请人的身份、专利号或专利申请号。</p>	<p>Article V The IVRA requires Members to disclose, under Article IV, information regarding Patents that may contain Necessary Claims. The information to be disclosed includes, but may not be limited to, the patentee's and/or applicant's name and the Patent numbers or Patent application numbers.</p>	
<p>第三章 知识产权许可</p> <p>第六条 在成为成员时,每个成员应向虚拟现实产业联盟提交“默认许可承诺表”(附表[]),对最终标准中采用的任何技术所相关的,且在标准制定过程中未披露的该成员的潜在的必要权利要求,做出许可承诺声明。</p> <p>成员可以从以下默认许可承诺中做出选择:</p> <p>1.如果成员参加了制定某一标准草案的</p>	<p>Chapter III IPR licensing</p> <p>Article VI Upon becoming a Member-, each Member shall submit to the IVRA a Default Licensing Commitments Form (Annex []) and identify its default licensing commitments related to any of its Necessary Claims to any technology adopted in the Final Standard which has not been disclosed in accordance with this IPR Policy.</p> <p>Member may select from the following default licensing commitments:</p> <p>1. For Necessary Claims covering any specific Final</p>	

<p>专题组，且该标准草案其后成为最终标准，那么对于该最终标准相关的任何必要权利要求，成员可以选择：</p> <p>(1) 该成员将会按照公平、合理和无歧视免费许可 (FRAND RF) 条款许可其必要权利要求；或</p> <p>(2) 该成员将会按照公平、合理和无歧视(FRAND)条款许可其必要权利要求。</p> <p>2. 如果成员并未参加制定某一标准草案的专题组，而该标准草案其后成为最终标准，那么对于该最终标准相关的任何必要权利要求，成员可以选择：</p> <p>(1) 该成员将会按照公平、合理和无歧视免费许可 (FRAND RF) 条款许可其必要权利要求；</p> <p>(2) 该成员将会按照公平、合理和无歧视(FRAND)条款许可其必要权利要求；</p> <p>(3) 该成员将不会许可 (No licensing) 其必要权利要求。</p> <p>除非重新提交，默认的许可承诺适用于每个新成立的分组。成员可以在任何时候重新提交默认许可承诺表并可以在每个分组选择不同的默认许可承诺。重新提交时，之前所有提交的默认许可承诺表仍对在最后的重新提交表之前已经采纳的标准终稿和那些按照第十一条规定过了审阅期已在批准流程内的标准提案有效。</p>	<p>Standard where the Member is a Participant in the applicable Subgroup which adopts the Draft Standard that becomes such Final Standard:</p> <p>(1) The Member is prepared to grant a license for its Necessary Claims on Fair, reasonable and non-discriminatory, royalty-free (FRAND RF) license; or</p> <p>(2) The Member is prepared to grant a license for its Necessary Claims on Fair, reasonable and non-discriminatory (FRAND) license.</p> <p>[2. For Necessary Claims covering any specific Final Standard where the Member is not a Participant in the applicable Subgroup which adopts the Draft Standard that becomes such Final Standard</p> <p>(1) The Member is prepared to grant a license for its Necessary Claims on Fair, reasonable and non-discriminatory, royalty-free (FRAND RF) license;</p> <p>(2) The Member is prepared to grant a license for its Necessary Claims on Fair, reasonable and non-discriminatory (FRAND) license;]</p> <p>(3) The Member is not prepared to grant a license for its Necessary Claims (No licensing).</p> <p>Subject to any re-submission, the default licensing obligations shall apply for each new Subgroup created. Each Member may at any time re-submit its Default Licensing Obligations Form and may select different default licensing obligations for each Subgroup. Following a re-submission, the previous Default Licensing Obligation Form(s) shall each remain in effect for all Final Standards that were adopted prior to the latest re-submission and also those that were in the process of approval following the Review Period under Article XI.</p>	
<p>第七条 在制修订标准过程中，成员应就最终标准中潜在的、已披露的任何该成员的必要权利要求，按第四条规定向本虚拟现实产业联盟提交书面的、不可撤销的专利许可声明(附录[])，该许可声明应包括下列许可承诺之一：</p> <p>(1) 该成员将会按照公平、合理和无歧视免费许可 (FRAND RF) 条款许可其必要权利要求；</p> <p>(2) 该成员将会按照公平、合理和无歧视(FRAND)条款许可其必要权利要求；</p> <p>(3) 该成员将不许可 (No licensing) 其必要权利要求。</p> <p>若成员参加专题组并且提出提案，且该提案被纳入最终标准中，对于该提案中涉及的该成员的任何必要权利不得选择上述第(3)项，即无许可义务(No licensing)。</p> <p>成员根据本条款所做声明的效力将优于成员根据第六条所做出的任何默认的许可承诺。</p>	<p>Article VII During the development and revision of a Final Standard, a Member shall submit to the IVRA a written, irrevocable Patent licensing statement (Annex []) with respect to all of the Necessary Claims of the Member that have been disclosed under Article IV that may potentially be incorporated in the Final Standard. Such licensing statement shall include one of the following licensing commitments:</p> <p>(1) The Member is prepared to grant a license for its Necessary Claims on Fair, reasonable and non-discriminatory, royalty-free (FRAND RF) license;</p> <p>(2) The Member is prepared to grant a license for its Necessary Claims on Fair, reasonable and non-discriminatory (FRAND) license;</p> <p>(3) The Member is not prepared to grant a license for its Necessary Claims (No licensing).</p> <p>For a Member’s Necessary Claims resulting from the Member’s Contribution being incorporated in the Final Standard, the Member shall not choose option (3) above, which is “No licensing” .</p> <p>A declaration made pursuant to this Article will override any default licensing commitment made under Article VI.</p>	
<p>第八条 限于制修订标准草案的目的，</p>	<p>Article VIII Each Member agrees to grant to the IVRA,</p>	

<p>每个成员同意许可虚拟现实产业联盟使用该成员提交的提案中包含的该成员及其关联者的任何著作权和商业秘密。上述许可应当是非排他性的、不可转让的、不可撤销的、免费的全球性许可。</p>	<p>all other Members and their Affiliates a license to use the Member's and its Affiliates' copyright and trade secret in any Contribution that Member makes, for the limited purpose of developing or revising a Draft Standard. Such license shall be nonexclusive, nontransferable, irrevocable, non-sub-licensable, royalty-free and for worldwide use.</p>	
<p>第九条 根据本知识产权政策提供的专利许可声明确定相关承诺适用于所有成员及其关联者，以及所有实施符合部分的第三方（以下合称“被许可人”）。成员应当就其及其关联者所拥有的必要权利要求向被许可人提供非排他性的、不可撤销的、不可转让的、不可分许可的、全球性的许可，允许被许可人制造、委托制造、使用、销售、许诺销售、进口或其他方式分发符合部分或包含使用符合部分的产品或服务。</p>	<p>Article IX All commitments to grant Patent licenses under this IPR Policy, shall ensure, subject to those commitments, that all Members and their Affiliates and all third parties who wish to implement Compliant Implementations may make, have made, use, sell, offer to sell, import and otherwise distribute Compliant Implementations.</p>	
<p>第十条</p> <p>承诺根据本知识产权政策以 FRAND 或者 FRAND-RF 条款许可其必要权利要求的成员，不应对其任何必要权利要求设定先决条件，包括要求潜在的被许可人：</p> <p>(1) 将其不含必要权利要求的专利许可给该成员；或者</p> <p>(2) 接受该成员任何不含必要权利要求的专利许可。</p> <p>如果在同一（或相关的）最终标准中，被许可人没有实际承诺就自己的必要权利要求按照 FRAND RF、或者 FRAND 条件向某一成员或其关联者提供专利许可，则该成员及其关联者（“许可人”）没有义务就其必要权利要求按照 FRAND RF、或者 FRAND 条件向被许可人提供许可。</p> <p>在同一最终标准中，如果许可人选择按照 FRAND RF 或者其他更优惠的许可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 FRAND 的条件许可自己的必要权利要求，那么许可人仍有义务根据本知识产权政策向被许可人提供其必要权利要求的许可，只是该义务可以通过按照 FRAND 的条件提供许可而得到满足。</p>	<p>Article X</p> <p>A Member that makes a commitment to license its Necessary Claims under FRAND or FRAND RF terms according to this IPR Policy shall not, as a condition to granting a license to any Necessary Claim, require a potential licensee to:</p> <p>(1) grant a license under any of such potential licensee's Patents that do not contain Necessary Claims in the same standard; or</p> <p>(2) Take a license under any Patents which do not contain Necessary Claims of the Member making such a commitment.</p> <p>If a potential licensee does not make a reciprocal commitment to license its Necessary Claims for the same Final Standard [(or related Final Standards)] on FRAND RF or FRAND terms to a Member or its Affiliates, the Member and its Affiliates ("Licensor") have no obligation to offer to license their Necessary Claims on FRAND RF or FRAND terms to the potential licensee.</p> <p>In the same Final Standard, if a Licensor elects to license its Necessary Claims on either a FRAND RF or more favorable licensing terms, but the potential licensee is only willing to offer to license its Necessary Claims under FRAND terms, the Licensor shall still be committed to license its Necessary Claims under this IPR Policy to that Licensee, but such commitment can be fully satisfied by offering to license under FRAND terms.</p>	
<p>第十一条 虚拟现实产业联盟在将标准草案提交(何机构? 何种表决方式? 待定)批准之前,应给予所有成员和其他第三方不少于 90 天的审阅期,以便成员和公众第三方审阅有关知识产权方面</p>	<p>Article XI The IVRA shall provide all Members and third parties a Review Period of no less than 90 days prior to submission of a Draft Standard to the [TBC] for approval, in order to review IPR issues.</p> <p>In the event a Member who Participated in the activities of the Subgroup but did not submit a</p>	

<p>的事项。</p> <p>对于参与专题组但未提出提案，或者属于标准制定组织但未参与专题组的成员，在审阅期结束前若发现其必要权利要求被纳入标准草案中，除成员已经根据本政策第七条的规定承诺了许可义务的必要权利要求外，该成员可以向 IVRA 提交书面的、不可撤销的专利许可声明（附件【I】），就其必要权利要求承诺其许可义务为以下三个选项之一：</p> <p>(1) 该成员将会按照 FRAND RF 条款许可其必要权利要求；</p> <p>(2) 该成员将会按照 FRAND 条款许可其必要权利要求；</p> <p>(3) 该成员将不许可 (No licensing) 其必要权利要求。</p> <p>如果成员在“审阅期”结束时都没有根据第七条做出声明，将适用成员的默认许可承诺。如果成员选择无许可义务 (No licensing) 且该成员已向 IVRA 公开了含必要权利要求的专利，虚拟现实产业联盟应当对该标准草案进行相应修改。无法进行修改的，应当搁置或撤销该标准草案。若在审阅期结束之前，发现不属于虚拟现实产业联盟的第三方所拥有的必要权利要求，虚拟现实产业联盟应考虑向第三方权利人寻求进行 FRAND RF 或 FRAND 许可承诺，若无法从第三方处获得许可承诺，建议修改、撤销或推迟该标准草案。</p> <p>如果发现有任何关于成员或第三方的必要权利要求出现在最终标准的审批程序中，应当遵循上述的、与关于成员的标准专利的审批程序。</p>	<p>Contribution, or a Member of the IVRA who did not Participate in the Subgroup, identifies its Necessary Claim was included in a Draft Standard, except for the Necessary Claims subject to a licensing commitment made under any provision of Article VII of this IPR Policy, such Member may submit to the IVRA a written, irrevocable Patent licensing statement (Annex [I]) declaring its licensing commitment with respect to its Necessary Claim as one of the three options:</p> <p>(1) The Member is prepared to grant a license for its Necessary Claims on under FRAND RF terms;</p> <p>(2) The Member is prepared to grant a license for its Necessary Claims on under FRAND terms; or</p> <p>(3) The Member is not prepared to grant a license for its Necessary Claims (No licensing).</p> <p>If no declaration is made pursuant to this Article or Article VII by the end of the Review Period, Member’s Default Licensing Commitment shall apply. If “No licensing” has been selected by the Member and the member has disclosed Patents containing Necessary Claims to the IVRA, the IVRA shall make appropriate revisions to the Draft Standard. If the revisions are not feasible, it is suggested that the Draft Standard be cancelled or postponed.</p> <p>In the event one or more Necessary Claims held by the third parties which are not Members of the IVRA are identified, the IVRA shall seek FRAND RF or FRAND licensing commitments from the third parties. If the licensing commitments cannot be obtained from the third parties it is suggested that the Draft Standard be revised, cancelled or postponed.</p> <p>The same process described above shall apply if any Necessary Claims are identified by Members or third parties following approval of the Final Standard.</p>	
<p>第十二条 成员同意，其现在没有，将来也不会为规避本知识产权政策的许可承诺而转让包含必要权利要求的专利。就受限于 FRAND 或者 FRAND-RF 许可承诺的必要权利要求，成员应当在转让相关专利所有权的文件中包含特定条款，要求受让人同意受到上述许可承诺的约束；并且受让人在其未来的再次转让文件中包含类似条款以约束每一个利益继承人。</p> <p>成员和虚拟现实产业联盟意图使这一许可承诺对未来所有的利益继承人有约束力，而无论该等条款是否被包含在相关转让文件之中。</p>	<p>Article XII Members acknowledge that they have not transferred and will not transfer Patents containing Necessary Claims for the purpose of evading licensing commitments under this IPR Policy.</p> <p>For Necessary Claims subject to a FRAND or FRAND RF commitment, Members shall include provisions in any transfer of ownership of Patents containing Necessary Claims requiring that the transferee agree to be bound by such licensing commitment and that the transferee will include similar provisions in its own future transfer documents with the goal of binding each successor-in-interest.</p> <p>The Member and the IVRA intend that such licensing commitment be binding on all successors-in-interest regardless of whether such provisions are included in the relevant transfer documents.</p>	
<p>第十三条</p>	<p>Article XIII</p>	

<p>1、在成员资格终止、主动撤回或被撤销之后，成员根据本知识产权政策向虚拟现实产业联盟提供的针对下列必要权利要求的许可承诺仍继续有效：</p> <p>(1) 与该成员就并入某一最终标准的任何标准草案提出的提案有关的任何必要权利专利要求。但是，相应提供的许可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；</p> <p>(2) 该成员的与并入某一最终标准的任何标准草案有关的，其提案之外的任何必要权利要求，如果该标准草案在该成员的虚拟现实产业联盟成员资格存续期间或之前可供其审阅。并且提供的许可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。</p> <p>2、如果虚拟现实产业联盟解散，或者成员的资格被终止、主动撤出或被撤销，成员同意在在所述的解散、中止、撤出或撤销事项发生后，仍应就必要权利要求按本知识产权政策提供许可，但仅限于该成员在所述的解散、中止、撤出或撤销事项发生之前有义务提供许可的最终标准；并仅限于该成员按本知识产权政策的承诺范围之内。</p> <p>除本条明确规定之外，成员资格终止或被撤销的成员没有义务许可任何其他必要权利要求。</p> <p>所有有义务根据本条规定对一个或多个必要权利要求提供许可的成员仍然有权享有第十条规定的权利。</p>	<p>1. A Member' s licensing commitments to the IVRA under this IPR Policy in respect of each and any Necessary Claim shall survive the Member ' s termination, withdrawal or cancellation of its membership, in relation to the below Necessary Claims:</p> <p>(1) any Necessary Claim to a Contribution made by such Member to any version of Draft Standard that is incorporated into a Final Standard, provided that the commitment to grant licenses is <u>only</u> limited to such Draft Standard(s) and portions of the Final Standard required for backward compatibility with such Draft Standard(s); and</p> <p>(2) any Necessary Claim of such Member, which is not a Contribution, to any version Draft Standard that is incorporated into a Final Standard, where such Draft Standard(s) was made available for review during or prior to such Member' s membership of the IVRA, provided that the commitment to grant licenses is only limited to such Draft Standard(s) and portions of the Final Standard required for backward compatibility with such Draft Standard(s).</p> <p>2. In the event of dissolution of the IVRA or termination, withdrawal or cancellation of a Member's membership, each Member agrees to grant licenses under this IPR Policy after said dissolution, termination, withdrawal or cancellation for Necessary Claims but only in connection with Final Standards for which such Member was committed to grant licenses before dissolution or its termination, withdrawal or cancellation, and only to the extent of its commitments under this IPR Policy.</p> <p>In no event is a withdrawn or terminated Member committed to license any additional Necessary Claims except as specified in this Article.</p> <p>Members that are committed to grant licenses for one or more Necessary Claims under this Article remain entitled to the rights under Article X.</p>	
<p>第十四条 在标准制修订过程中虚拟现实产业联盟对其他标准进行规范性引用时，若存在被引用标准适用的知识产权政策，则该被引用标准涉及的必要权利要求的许可不适用本知识产权政策；若不存在被引用标准适用的知识产权政策，或者存在的政策并不提供本知识产权政策旨在提供的必要权利要求许可，则虚拟现实产业联盟应根据本章的规定要求寻求专利权人或者专利申请人做出按照第十二条规定的专利实施许可承诺声明。</p>	<p>Article XIV In the case that the IVRA incorporates other standards by Normative Reference in the development or revision of Final Standards, and the IPR policy of the referenced standard exists, the IPR Policy of the IVRA shall not apply ; if there is no such IPR policy covering the referenced standard, or the IPR policy in the referenced standard does not provide for licensing commitment for the Necessary Claims to implement this standard, the IVRA shall request the Patent holders or Patent applicants to seek licensing commitments under this IPR policy in accordance with third party requests under Article XI.</p>	
<p>第四章 著作权</p> <p>第十五条 虚拟现实产业联盟拥有标准草案的著作权，虚拟现实产业联盟对标准</p>	<p>Chapter IV Copyright</p> <p>Article XV The IVRA shall own the copyright in the Draft Standard, subject to the underlying rights of the</p>	

<p>准草案的著作权受提案人和其他权利人的著作权约束。除非事先得到虚拟现实产业联盟明确的书面许可，任何成员均不得出版或发行标准草案的全部或部分内容，或其他任何相关演绎作品。</p>	<p>contributing Members and other copyright owners. No Member shall publish or distribute a Draft Standard, or any part or derivative work thereof, except with the prior express written consent of the IVRA.</p>	
<p>第十六条 由[待定]标准审批机构批准颁布的最终标准的著作权归属于虚拟现实产业联盟。最终标准的使用、修改和发行应遵守《著作权法》等有关法律法规的规定。</p>	<p>Article XVI The copyright in the Final Standard which is approved and released by the [TBC] belongs to the IVRA. Any use, modification or distribution of a Final Standard shall be in conformity to Copyright Law and other applicable laws and regulations.</p>	
<p>第十七条 成员提供软件作为某一最终标准的全部或部分参考实施方案（例如，用于示例如何实现某一标准的符合实施方案）的，应当向成员和标准实施者提供一份不含任何专利许可权利的、著作权免费许可，允许其在任何符合最终标准的实施方案中测试、评估和使用该软件。不需要向该成员另外取得别的著作权许可。虚拟现实产业联盟、其成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实施的目的使用上述软件。</p>	<p>Article XVII A Member contributing software to serve as a reference implementation (e.g., a compliant implementation of a standard offered as an example for how to implement such standard) for all or a portion of the Final Standard shall give implementers a royalty free copyright license (excluding any Patent license) to test, evaluate and use the software. No other copyright license from such Member shall be implied. None of the IVRA, its Members or any other implementers shall have any obligation to use such software under this IPR Policy or in order to create a Compliant Implementation.</p>	
<p>第十八条 如果为了确定是否符合某一虚拟现实产业联盟最终标准要求而使用特定的测试套件或遵循特定的测试规程，该测试套件或测试规程必须在第十九条描述的许可条件下可以公开获得。</p>	<p>Article XVIII If the conformance with a Final Standard requires the use of specific test suite or following specific test program, the test suite or test program shall be publicly available under copyright licensing terms described in Article XVIII.</p>	
<p>第五章 商标</p> <p>第十九条 如果虚拟现实产业联盟需要以任何名称或标志作为商品商标、服务商标（总称为“商标”），并且虚拟现实产业联盟选择任何商标作为证明所有采用此商标与IVRA的至少一个最终标准相应的产品或服务均相兼容的标识，该商标的使用应当由虚拟现实产业联盟或其指定的实体按照公平、合理和无歧视的条款进行许可，许可方式应当保证产品或服务与最终标准相符合。</p>	<p>Chapter V Trademarks</p> <p>Article XIX In the event that the IVRA proposes to adopt any name or logo as a trade mark, service mark (“trademark”), and to the extent that any trademark is selected by the IVRA as an indicator that a product or service is compatible with one or more Final Standards, such trademark shall be licensed under FRAND terms by the IVRA or an entity designated by the IVRA in a manner to ensure compliance with a Final Standard.</p>	
<p>第六章 其他</p> <p>第二十条 任何与本知识产权政策有关的权利主张，应当适用中华人民共和国法律。</p>	<p>Chapter VI Miscellaneous</p> <p>Article XX Any claim relating to this IPR Policy shall be governed by the laws of the People’s Republic of China.</p>	
<p>第二十一条 对本知识产权政策的任何修改必须遵循虚拟现实产业联盟章程的有关规定。应当给予成员至少90天的时间决定是否接受修改（“接受期间”），该期间自成员接到有关修改的书面通知之日起算。在接受期间内，如果</p>	<p>Article XXI Any revisions to this IPR Policy shall be approved pursuant to the requirements of the Articles of the IVRA. Members shall be afforded at least ninety (90) days from the date of receiving written notice of such revisions (“acceptance period”) to accept such revisions. A Member will be automatically withdrawn</p>	

<p>成员代表没有书面表示接受修改后的知识产权政策，该成员将被视为自动退出虚拟现实产业联盟。在接受期间结束之前退出虚拟现实产业联盟，或者在接受期间结束时自动退出的任何成员不受修改后的知识产权政策的约束。</p>	<p>from the IVRA if an authorized Member Representative does not confirm their acceptance in writing of the revised IPR Policy within the acceptance period. Any Member that withdraws from the IVRA 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.</p>	
<p>第二十二条 本知识产权政策自二零一 年 月 日起施行，</p>	<p>Article XXII This IPR Policy shall come into effect on [date].</p>	
<p>其他意见 (Other Comments) :</p>		

附件 1:

定义 Definitions

本知识产权政策中使用的词语，若在虚拟现实产业联盟成员管理制度或其它虚拟现实产业联盟文件中已有定义，其含义应遵从有关文件中的定义。本知识产权政策中定义的词语具有以下含义：

Terms used in this IPR Policy and defined in the IVRA Member agreement or other the IVRA documents shall have the meanings defined in those documents. The following terms are defined in this IPR Policy to have the following meanings:

定义	Definitions	意见 (Comments)
<p>1、“专利”是指已被授权的发明专利专利和实用新型专利，或专利申请或实用新型申请，但不包括外观设计专利。</p> <p>“关联者”是指成员直接或间接控制其他法律实体，或受其控制，或与其共同受控于另一个法律实体。</p> <p>“控制”是指在一个法律实体中直接或间接拥有超过 50% 的有表决权的股份，或者在没有表决权股份的情况下，拥有决策权。</p>	<p>1. “Patent” shall mean any issued or granted Patent and utility model, or any published Patent application or utility model application, excluding design patents/rights.</p> <p>“Affiliate” means an entity that directly or indirectly controls, is controlled by, or is under common control with, another entity.</p> <p>For purposes of this document, control means direct or indirect beneficial ownership of more than fifty percent of the voting stock, or decision-making authority in the event that there is no voting stock, in an entity.</p>	
<p>2、“必要权利要求”是指根据授权或公布某专利的所在国法律，被有关产品或服务中的符合性的实施部分不可避免地侵犯到的某一专利权利要求，且仅限于该权利要求。</p> <p>专利的某一权利要求被不可避免地侵犯，是指在实施某项最终标准时，无法通过采用另一个技术上可行的、不侵权的实施方式来避免该专利的某一权利要求被侵犯。</p> <p>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) 制造或使用符合最终标准文档的产品、服务及其部分时可能必须用到的实现技术，但在该标准文档中没有明确描述该技术。</p>	<p>2. “Necessary Claim” means a claim, but only such claim, in a Patent which is necessarily infringed by a Compliant Implementation of a product or service as applicable under the laws of the country that issues or publishes the Patent.</p> <p>A claim in a Patent is necessarily infringed if such infringement could not have been avoided by another technically feasible non-infringing implementation of a Final Standard.</p> <p>A Necessary Claim shall not include, and no license shall apply to: (1) a claim other than the one set forth above even if contained in the same Patent, or (2) enabling technologies that may be necessary to make or use any product or service or portion thereof that complies with a Final Standard, but are not expressly set forth in such standard.</p>	
<p>3、“成员”既可以单独指某一虚拟现实产业联盟成员，也可以整体指虚拟现实产业联盟所有成员，而不论其成员资格类别，除非本文件另有特殊规定。</p> <p>“成员代表”是指由成员指派参与标准委员会或下属专题组活动起草标准草案的人员，包括但不限于于专家。</p>	<p>3. “Member” individually means any IVRA Member and collectively means all IVRA Members, regardless of membership class unless otherwise specified in this document.</p> <p>“Member Representative” means the person(s) appointed by a Member to Participate in the activities of the Standard Committee or Subgroup, including but not limited to expert staff to development of Draft Standards.</p>	
<p>4、“最终标准”是指被标准审批机构采纳和批准颁布的标准草案，以及由标准</p>	<p>4. “Final Standard” means any Draft Standard adopted and approved for release by [TBC], and any</p>	

<p>化机构采纳和批准颁布的对最终标准的更新或修订。</p> <p>“标准草案”是指专题组提出的,标题为“标准草案”的建议或文件草案。</p>	<p>updates or revisions to such Final Standard that are approved for release by [TBC].</p> <p>“Draft Standard” means a draft proposal or document of the Standard Committee or a Subgroup that is titled "Draft Standard."</p>	
<p>5. “提案”是指以书面(包括电子媒体等)形式向标准委员会或专题组正式提交的技术材料和技术建议等,其目的在于对某一标准草案的内容,或者对标准草案或最终标准的补充或修订提出建议。每份正式提交的文件将获得一个文件管理号,用以标识该提案。</p>	<p>5. “Contribution” means any material, suggestion or other submission formally submitted in writing (including electronic media) to the Standard Committee or a Subgroup, that proposes all or part of a Draft Standard, or an addition to, or modification of a Draft Standard or Final Standard. Such formal submissions will be assigned a document control number that will identify the Contribution.</p>	
<p>6. “符合性实施”指有关产品或服务中的特定部分,该特定部分事实上符合最终标准的所有相关规范性要求。这些规范性要求在最终标准中被明确公开,其目的是使产品或服务能够实现最终标准所定义的技术方案。</p>	<p>6. “Compliant Implementation” means those specific products or portions of products or services as applicable that implement and are compliant with all relevant normative requirements of a Final Standard, to the extent specifically disclosed in a Final Standard and where the purpose of such requirements is to enable products or services as applicable to implement the technical solutions as defined by such Final Standard.</p>	
<p>7. “专题组”是指虚拟现实产业联盟标准委员会下不定期时设立和解散的专门课题小组。专题组负责起草特定的标准草案。</p> <p>“参加(某一标准委员会或专题组)”是指成员正式申请并且得到批准,在标准委员会或专题组完成某一标准草案之前,该成员可以参加专题组活动、提出提案或以其他方式接触到标准委员会或专题组的工作,而不论其是否实际参加专题组活动、提出提案或审阅专题组的工作。</p>	<p>7. “Subgroup” refers to special subject Subgroups under the Standard Committee of the IVRA to be set up and removed by the IVRA or Standard Committee from time to time. The Subgroups are responsible for drafting specific Draft Standards as directed by and for the IVRA.</p> <p>“Participant”, “Participate(s)” or “Participation” in the Standard Committee or a Subgroup shall mean that a Member has formally requested, and has been approved, to attend, contribute or otherwise gain access to the work of the Standard Committee or a Subgroup prior to the Committee or Subgroup completing a Draft Standard.</p>	
<p>8. “规范性引用”是指通过引用包含在最终标准中的,非本虚拟现实产业联盟制定的文档或标准,且为了符合包含该参考文件的最终标准就必须符合该引用内容。这有助于理解、实施或以其他方式使用最终标准的文档或标准,如果与其相符合并非为遵循最终标准所必须,则该文档或标准不属于规范性引用文件。</p>	<p>8. “Normative Reference” shall mean a document or standard that is included by reference in a Final Standard and for which compliance is required to claim compliance with the Final Standard that includes the reference. A document or standard that may be useful for understanding, implementing or otherwise using a Final Standard but for which compliance is not required to claim compliance with the Final Standard is not a Normative Reference.</p>	
<p>其他意见 (Other Comments) :</p>		

标准委员会知识产权研究组报名表

单位名称				
参加人员 1	姓名		职务/职称	
	办公电话		手机	
	电子邮件			
参加人员 2	姓名		职务/职称	
	办公电话		手机	
	电子邮件			
备注				