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**HUAWEI'S RESPONSE TO THE
QUESTIONNAIRE ON PATENT AND STANDARDS**

INTRODUCTION

Huawei welcomes the opportunity to answer the Commission's questionnaire on standards and patents. This theme is of crucial importance to Huawei as it is deeply involved in standard-setting activities in the ICT field. Because it is at the same time a standard-essential patents (SEP) holder and a standard implementer, Huawei's views on standard-related issues are necessarily balanced. While we recognize the importance of intellectual property rights, we also want to ensure that access to standards is not impeded by abusive licensing practices.

OUR COMPANY

Huawei, a company headquartered in Shenzhen, Guangdong, China, is a global leader of ICT solutions. Continuously innovating based on customer needs, Huawei is committed to enhancing customer experiences and creating maximum value for

telecom carriers, enterprises, and consumers. Our telecom network equipment, IT products and solutions, and smart devices are used in 170 countries and regions. Huawei's annual sales revenue in 2013 amounted to USD39.6 billion.

Huawei invests over 10% of our annual sales revenue into R&D and more than 45% of its 170,000 employees engage in R&D. Huawei's R&D expenditure totalled CNY30,672 million (approximately USD5 billion) in 2013, accounting for 12.8% of the company's annual revenue. Huawei has cumulatively spent more than CNY151,000 million (approximately USD25 billion) on R&D over the last decade. Huawei set up 16 R&D centres in countries that include Germany, Sweden, the US, France, Italy, Russia, India, and China.

As of December 31, 2014, Huawei has joined over 170 standard organizations and open source organizations, holding more than 180 key positions in organizations including ETSI, IEEE-SA, WFA, TMF, OneM2M, OMA, OASIS and CCSA . In 2014, Huawei filed over 4,800 standards proposals. By the end of 2014, Huawei has filed over 38,000 standards proposals in the aggregate.

Since its establishment, Huawei has respected and protected the rights of all intellectual property holders, while defending its own intellectual property rights. As of December 31, 2014, Huawei has filed a total of 48,719 patent applications in China and 23,197 patent applications outside of China. A total of 38,825 patent applications have been granted.

EXECUTIVE SUMMARY

As a major SEP holder and large implementer of standards, Huawei strongly believes that SSOs' IPR policies should at the same time ensure the availability of standards and the proper remuneration of SEP holders. We summarize hereafter, our main observations with respect to the key issues we decided to comment on:

- *Transparency*: We believe that ETSI's online data base for patent disclosure and licensing declaration is very helpful and ensures a sufficient degree of transparency. Huawei therefore considers that the disclosure rules contained in Clause 4 of ETSI's IPR Policy are sufficient and that no additional requirements are needed. Huawei considers that excessive requirements of *ex-ante* transparency and *ex-post* transparency could increase the problem of over-declaration and increase the burden on declarants without additional benefits. Among the areas of possible improvement considered at section 3.1.4 below, Huawei considers that the information referred in points (1), (2) and (3) is sufficiently available from ETSI (but not from other SSOs, such TIA); in point (4), as well as other information, such as whether the patent has expired and other INPADOC data, could be provided easily by associating the online data bases of SSOs and of the patent and trademark offices (PTOs); and in points (5) and (6) should not be subject to disclosure requirements since it raises complex legal issues.

- *FRAND*: Huawei believes the terms “fair”, “reasonable” and “non-discriminatory” should reflect a proper balance of interests of SEP holders and implementers. Standard-setting organizations are two-sided platforms, which need the participation of SEP holders and standard implementers. Hence, FRAND must be interpreted in a manner that maintains the incentives for SEP holders and implementers (many companies being both) to remain active and continue to invest in standard-setting activities. The meaning of FRAND is of course a disputed issue, although some degree of guidance can be found in recent case-law. Important observations emerging from these cases are, for instance, that in determining FRAND rates (i) it is important to ensure that the SEP holder’s compensation is limited to the intrinsic value of its technology and not the value of being incorporated into a standard and (ii) it is reasonable to set separate rates for different jurisdictions.

- *ADR*: While ADR mechanisms are not yet prevalent, they are certainly useful and increasingly frequently used. Whether ADR mechanisms are useful depends on the circumstances of each case, hence Huawei considers that ADR should not be made mandatory by SSOs. The advantage of ADR, and in particular arbitration, is that once both parties have committed to it, the dispute will be solved. Huawei considers that when one of the parties puts forward unreasonable conditions which result in a failure for the parties to reach an agreement to solve the matter through ADR (such as, an arbitration agreement) and the initiation of litigation follows as a consequence, such unreasonable conditions should be submitted to the court as evidence of the lack of compliance of the FRAND obligation by the party which put forward these unreasonable conditions.

- *Unwilling implementers and injunctions*: Huawei submits that the pursuit of an injunction is generally permissible. It can only be seen as abusive when the user of the SEP has made a binding and irrevocable license offer. Either, the offer can include specific terms. In that case the patent court must determine whether they are indeed FRAND. If so, a rejection of the offer is abusive and no injunction should be granted. Alternatively, given that there may be circumstances where it could be practically difficult for the user to predict what terms are actually FRAND, the offer can leave the determination of specific FRAND terms to a court or to arbitration. Also in such case, a refusal of the offer would be abusive and no injunction should be granted. Huawei considers that the patent user should always be allowed to challenge validity and infringement. However, the patent user cannot condition its offer upon a prior finding of validity and infringement. Such condition may unduly delay the conclusion of a FRAND license.

KEY ISSUE 3 – PATENT TRANSPARENCY

Relevance of patent transparency

3.1.1 Scope of transparency issue / Priority areas

So far, most SSOs have defined requirements of patent disclosure in their IPR policies. Among them, ETSI – as a main partner of 3GPP – has established a relatively complete online data base for patent disclosure and licensing declaration. ETSI requires its members to declare their patents by using a uniform template which comprises information items, such as Project, Standard Number, Application Number, Publication/Patent Number, Country and Company. Moreover, ETSI provides an online system which can export all the declarations of any company with above information items. Therefore, in our opinion, the degree of transparency of the standards established by ETSI is sufficient.

However, some other SSOs have not established online data bases, such as ETSI’s. For instance, in our experience, the Telecommunications Industry Association (TIA) has not established an online data base for exporting declaration patent records. Moreover, TIA allows general declaration instead of explicit patent declarations with patent numbers, which creates a serious degree of non-transparency in the related standard fields.

Therefore, some SSOs such as TIA should make more efforts on improving transparency. Besides, we suggest that explicit patent declarations with patent numbers should be encouraged.

3.1.2 Ex-ante transparency

As mentioned above, in our experience, transparency of the standards established by ETSI is sufficient, and the regulations about disclosure of IPRs defined in Clause 4 of ETSI IPR Policy (as below) are appropriate:

3.1.3 Ex-post transparency

4 Disclosure of IPRs

4.1 Subject to Clause 4.2 below, each MEMBER shall use its reasonable endeavours, in particular during the

development of a STANDARD or TECHNICAL SPECIFICATION where it participates, to inform ETSI of ESSENTIAL IPRs in a timely fashion. In particular, a MEMBER submitting a technical proposal for a STANDARD or TECHNICAL SPECIFICATION shall, on a bona fide basis, draw the attention of ETSI to any of that MEMBER's IPR which might be ESSENTIAL if that proposal is adopted.

4.2 The obligations pursuant to Clause 4.1 above do however not imply any obligation on MEMBERS to conduct IPR searches.

4.3 The obligations pursuant to Clause 4.1 above are deemed to be fulfilled in respect of all existing and future members of a PATENT FAMILY if ETSI has been informed of a member of this PATENT FAMILY in a timely fashion. Information on other members of this PATENT FAMILY, if any, may be voluntarily provided.

Regarding ex-ante transparency, because it is difficult to determine the essentiality of patents/applications before a standard is frozen/published, in order to satisfying an ex-ante declaration requirement, declarants declare more and more patents/applications, which are likely or even unlikely to be essential to the standards. Thus, an excessive requirement of ex-ante declaration will increase the problem of over-declaration. Therefore, we do not suggest to impose additional requirements with respect to ex-ante declaration.

Regarding to ex-post transparency, if each SSO member can use its reasonable endeavours to disclose/declare to the SSO ESSENTIAL IPRs in a timely fashion, the degree transparency will be sufficient for the standards of this SSO.

Moreover, based on the above-mentioned declarations with reasonable endeavours and in a timely fashion, a complete online data base, such as the dynamic reporting system of ETSI, will provide a good input and reference for us on (1) determining the scope of the patent portfolio for an SEP license, (2) identifying the potential licensor or licensee, and (3) evaluating the position of any potential licensor. In our experience, all of the necessary information can be collected at an acceptable cost.

However, as mentioned above, some other SSOs such as TIA have not established an online data base, such as ETSI's. We CANNOT collect sufficient information (such as a complete list of declared essential patent families related to a

	<p>technical field) to (1) determining the scope of patent portfolio for an SEP license, (2) identifying the potential licensor or licensee, and (3) evaluating the position of any potential licensor, NO MATTER how large is the investment.</p> <p>We do not suggest SSOs identify essentiality and validity of SEPs through ex-post transparency because after a negotiation is initiated, the essentiality and validity of SEPs can be determined through technical exchanges. After the negotiation for an SEP license is initiated, both parties should negotiate in good faith.</p>
<p>3.1.4 Non-transparent aspects</p>	<p>Currently, the online data base of ETSI provides basic information such as patent number, patent holder, relevant standard and project which are necessary for an SEP license.</p> <p>Other important information such as (1) the existence of patents, (4) ownership of the patents, legal status and other INPADOC data are also very useful for the public. This information could be easily provided by associating the online data bases of SSOs and the data bases of Patent and Trademark Offices (PTOs). Such an improvement would not cost too much for SSOs or PTOs, but would observably enhance the usability and accuracy of the declaration information.</p> <p>However, it is difficult for the data base to cover all aspects. Issues, such as (5) the enforceability of the patents, and (6) the coverage of patent by existing licences/pass through usually involve complicated legal matters, such as Non-Disclosure Agreement. In our view it is not appropriate to disclose this kind of information.</p> <p>Besides, 3GPP provides that “Individual Members should declare, to their Organizational Partners, any IPRs which they believe to be essential, or potentially essential, to any work being conducted within 3GPP”. Accordingly, 3GPP members may declare their SEPs to any SSO being a 3GPP partner, such as ARIB, CCSA, ETSI, ATIS, TTA or TTC. As a result, in order to (1) determining the scope of patent portfolio for SEP license, (2) identifying the potential licensor or licensee, and (3) evaluating the position of any potential licensor, a potential licensor or licensee need to collect information from many SSOs, and may further need to remove the duplications. Also as mentioned above, other SSOs have no data bases as useful as ETSI’s. Therefore,</p>

	<p>declarations in various SSOs increase the problem of non-transparency.</p>
3.1.5 Consequences / risks	<p>As mentioned in items 3.1.2-3.1.3, an excessive requirement of ex-ante declaration will increase the problem of over-declaration, and a complicated declaration requirement will sharply increase the burden of declarants. Considering the regulations about disclosure of IPRs defined in Clause 4 of ETSI IPR Policy are appropriate and working well until now, we do not suggest to make any essential change to the current regulations of ETSI about disclosure of IPRs.</p>
3.1.6 Cost of coping individually	<p>As mentioned in items 3.1.2-3.1.3, in our experience, all of the necessary information can be collected at an acceptable cost from the ETSI data base.</p> <p>In our experience, after a negotiation is initiated and information is exchanged and discussed between parties, the necessary information may be obtained.</p>
<p>Content of the declaration obligation</p>	
3.2.1 – 3.2.7	<p>Considering this set of questions need to be read against a specific legal background, we have not fully studied these aspects. Thus, we have no explicit position to share.</p>
<p>Quality of patent declarations</p>	
3.3.1 Initial accuracy	<p>With respect to the accuracy of declarations, there are indeed patents declared to SSOs, which are non-essential to the standard. Because essentiality is a quite complicated legal issue, it is difficult to completely exclude non-essential patent from declarations. And, as mentioned in items 3.1.2-3.1.3 and 3.1.6, in our experience, after a negotiation is initiated and information is exchanged and discussed between parties, the necessary information may be obtained.</p>

3.3.2 Updating requirement	<p>In ETSI IPR Policy, Clause 6.1bis regarding the “Transfer of ownership of ESSENTIAL IPR” provides that:</p> <p><i>FRAND licensing undertakings made pursuant to Clause 6 shall be interpreted as encumbrances that bind all successors-in-interest. Recognizing that this interpretation may not apply in all legal jurisdictions, any Declarant who has submitted a FRAND undertaking according to the POLICY who transfers ownership of ESSENTIAL IPR that is subject to such undertaking shall include appropriate provisions in the relevant transfer documents to ensure that the undertaking is binding on the transferee and that the transferee will similarly include appropriate provisions in the event of future transfers with the goal of binding all successors-in-interest. The undertaking shall be interpreted as binding on successors-in-interest regardless of whether such provisions are included in the relevant transfer documents.</i></p> <p>With respect to changes in the ownership of standard-essential patents, we believe that it should be encouraged (but not made mandatory) that the new owner (successors-in-interest) declares his SEPs by explicitly disclosing patent information. Besides, as mentioned above, it would also be desirable to reflect the existence of patents, the transfer of ownership of patents and other INPADOC data by combining the online data bases of SSOs and data bases of Patent and Trademark Offices (PTOs).</p> <p>When the final version of the standard is different from the draft version at the time of the declaration, and the scope of the granted patent differs from that of the declared patent application, it would dramatically increase the declarants’ burden if they were responsible for updating such information.</p>
3.3.3 Check of declarations	<p>In our opinion, validity and essentiality are extremely complicated legal issues which should be addressed by competent authorities (i.e., courts), or be discussed between parties during negotiation.</p>
3.3.4 Essentiality check	
Handling of declared information	

3.4.1 Publication	<p>As mentioned in issue 3.1.4, some basic information should be published. However, it is difficult for the data bases to cover all aspects. And further considering (5) the enforceability of the patents, and (6) the coverage of patent by existing licences/pass through usually involves complicated legal matters such as Non-Disclosure Agreements. Huawei believes it is not appropriate to disclose these kinds of information.</p> <p>Because any potential licensor or licensee needs declaration information for (1) determining the scope of patent portfolio for SEP license, (2) identifying the potential licensor or licensee, and (3) evaluating the position of any potential licensor, it is not appropriate to restrict access for basic declaration data, such as Project, Standard Number, Application Number, Publication/Patent Number, Country and Company.</p> <p>With respect to additional data such as INPADOC data, a paid premium account may be set for accessing the additional data.</p>
3.4.2 Ease of access	Based on Huawei's experience, ETSI's approach for publishing and maintaining the declaration information on online data base works well.
3.4.3 Combining information	As mentioned before, it would be desirable to provide information regarding whether the patent is expired, whether the ownership of patent changes and other INPADOC data on the data bases of SSOs, by associating the online data bases of SSOs and data bases of Patent and Trademark Offices (PTOs).
Transparency improvements beyond the system of declarations	
3.5.1 General question	We have not fully studied on these aspects. Thus, we have no explicit position to share.
3.5.2 Public patent landscaping	

KEY ISSUE 6 – NOTIONS OF “FAIR”, “REASONABLE” AND “NON-DISCRIMINATORY”

6.1.1 to 6.6.4

Huawei believes the terms “fair”, “reasonable” and “non-discriminatory” should reflect a proper balance of interests of SEP holders and implementers. Standard-setting organizations are two-sided platforms, which need the participation of SEP holders and standard implementers. Hence, FRAND must be interpreted in a manner that maintains the incentives for SEP holders and implementers (many companies being both) to remain active and continue to invest in standard-setting activities.

The meaning of FRAND is of course a disputed issue. In particular, in the context of a given negotiation, the SEP holder and the standard implementer may disagree over what FRAND terms are. While FRAND terms cannot be defined in the abstract, it is interesting to observe that guidance as to the way FRAND rates should be determined has been provided in recent case-law, such as:

- *Microsoft v. Motorola*, U.S.
- *In re Innovatio IP Ventures*, U.S.
- *Ericsson, Inc. v. D-Link Systems, Inc.*, U.S.
- *Samsung Elecs. Co., Ltd. v. Apple Japan Godo Kaisha*, Japan
- *Huawei v. InterDigital*, China

While the facts of these cases are different, they make some important observations with respect to the determination of FRAND rates, including that:

- In determining FRAND rates, it is important to ensure that the SEP holder’s compensation is limited to the intrinsic value of its technology and not the value of being incorporated into a standard.
- In determining FRAND rates, it is reasonable to set separate rates for different jurisdictions.

KEY ISSUE 7 – PATENT DISPUTE RESOLUTION

Prevalence and impacts of SEP disputes	
7.1.1 Pertinence of the issue	<p>Disputes over SEPs regularly arise in the ICT field. The outcome of these disputes, when they are litigated, are closely watched by industry participants and may affect their license deals.</p> <p>Comparing to non-SEP, SEPs' life-time is normally longer because the life-time of a standard exceeds a single product's life cycle.</p>
7.1.2 Main areas of disputes	As an SEP is also a patent, the main areas of disputes that may arise with respect to patents also apply to SEPs, such as infringement, validity, etc. Besides the above, SEP-related disputes also raise FRAND issues.
7.1.3 Cost of disputes	<p>The costs of these issues depends on how, when and where such SEP disputes are resolved. The cost for bilateral negotiations is low, but if disputes are submitted before a court or an arbitral panel, costs will be very high.</p> <p>A main source of costs comes from the need to hire outside counsel and/or third party consultants to assist the resolution of the disputes. In most cases, these costs will be seven figure U.S. dollars or more. Outside consultants' fees are hard to control.</p>
7.1.4 Impact of disputes on standardization	Standardization itself is driven by industrial demand, but un-FRAND royalty or disputes may make standardization more complicated and result in cost increases.
Benefits and costs of dispute resolution mechanisms	
7.2.1 Usefulness of alternative dispute resolution	Huawei considers that ADR mechanisms are useful and they are increasingly frequently used. Now, such mechanisms are not yet prevalent.
7.2.2 Target areas	Whether ADR mechanisms are useful depends on the

	<p>circumstances of each case. When the parties agree to use ADR, this may offer them a faster and more focused way to solve their disputes. But, as said, whether ADR is desirable or not should be decided on a case-by-case basis.</p>
7.2.3 Suitable forms of ADR	<p>There are several forms of ADR ranging from mediation to arbitration. Whether arbitration is suitable depends on the scenarios at stake.</p>
7.2.4 Benefits of ADR	<p>The benefit of ADR, at least in the case of arbitration, is the certainty that the dispute will be solved. Thus, while parties to a licensing negotiation will usually try to solve disputes through negotiations, they may decide to resort to ADR to solve issues that such negotiations have not managed to solve.</p>
7.2.5 Difficulties and costs	<p>There is a fair amount of uncertainty as to the outcome of ADR proceedings. Problems may arise from the fact that the SSO's IPR Policy is usually high level and leaves room for wide interpretation. One should also note even clear judicial precedents are not binding in ADR procedure.</p> <p>In this respect, given that licensing disputes over SEPs always involve large sums of money and have a major impact for the companies involved or even for the industry, a disadvantage of arbitration is that it only allows for very limited grounds of appeal. That makes this process uncertain and stressful for the companies concerned. Hence, it would be worth considering adding a possibility to appeal, so that arbitration is not de facto and a one-time final procedure.</p> <p>The costs of ADR are strictly related to the disputed items and will vary case by case, and can be as expensive as litigation.</p>
<p>Integration of dispute resolution mechanisms into the standardisation process</p>	
7.3.1 to 7.3.4	<p>Huawei is not participating in SSOs that have ADR mechanisms, so it has no experience on the details of such mechanisms. However, Huawei thinks that SSOs should not impose ADR mechanisms and that disputes should be left for parties to resolve depending on the specific</p>

	<p>circumstances of every case.</p> <p>ADR should thus be used as one of the options to solve licensing disputes. ADR should not, however, become a mandatory option because, as noted above, whether or not it is suitable depends on the circumstances of each case.</p>
<p>Setting up such dispute resolution mechanisms</p>	
<p>7.4.1 to 7.4.6</p>	<p>ADR mechanisms are flexible by nature and parties can negotiate which mechanism to put in place to solve their licensing dispute.</p> <p>Huawei considers that when one of the parties puts forward unreasonable conditions which result in a failure for the parties to reach an ADR agreement (such as, an arbitration agreement) and the initiation of litigation follows as a consequence, such unreasonable conditions should be submitted to the court as evidence of the lack of compliance of the FRAND obligation by the party which put forward these unreasonable conditions.</p>
<p>Key Issue 8 – Unwilling implementers and injunctions</p>	
<p>8.1 Defences for the patent holder</p> <p>8.2 Protection against abuses</p>	<p>Huawei submits that the pursuit of an injunction is generally permissible. It can only be seen as abusive when the user of the SEP has made a binding and irrevocable license offer. The offer must either provide for specific terms that are FRAND, or for the determination of FRAND terms by a court or arbitration.</p> <p>This solution best balances the interests of SEP owners and SEP users. Huawei has every interest in proposing a balanced solution because it is not only the owner of an important portfolio of SEPs, but also, as one of the largest manufacturers of telecommunication products, dependent on having access to SEPs owned by others. Huawei is thus both a licensor and a licensee of SEPs.</p> <p>Huawei’s solution has two essential elements:</p>

First, pursuing an injunction can only be an abuse if the user has made a binding and irrevocable license offer on FRAND terms. Here, Huawei proposes two alternatives:

- Either, the offer can include specific terms. In that case the patent court must determine whether they are indeed FRAND. If so, a rejection of the offer is abusive and no injunction should be granted.
- Alternatively, given that there may be circumstances where it could be practically difficult for the user to predict what terms are actually FRAND, the offer can leave the determination of specific FRAND terms to a court or to arbitration. Also in such case, a refusal of the offer would be abusive and no injunction should be granted.

Second, the patent user should be allowed to challenge validity and infringement. Given that many claimed SEPs are in fact invalid or not essential for the standard, it would not be fair or reasonable to prevent a licensee from making such challenges. However, the patent user cannot condition its offer upon a prior finding of validity and infringement. Such condition may unduly delay the conclusion of a FRAND license.

The key element of Huawei's proposed solution is that an injunction can only be abusive where a user has made a binding and irrevocable FRAND license offer. In that case, he has legally committed to take a license on FRAND terms. This also means, however, that, conversely, where an SEP user fails to give such a commitment, an SEP owner must be able to prevent the use of its patent through an injunction. The SEP user's binding offer is thus a bright and clear line both for when an injunction is abusive, and for when it is not.

Huawei's proposed solution is (i) simple and clear; it is (ii) fair and balanced; and it is (iii) in line with the SEP owner's commitment to grant licenses on FRAND terms.

Huawei's position is simple and clear because it is based on one main criterion that can be easily established, namely the existence of an offer.

Huawei's position is fair and balanced because it protects both sides' legitimate interests:

	<ul style="list-style-type: none"> - The SEP owner is protected because it either has the possibility to conclude a license at FRAND terms, or, where the user is not willing to make a binding offer, it can enjoin the use of its patent. - The SEP user can protect itself against the misuse of an injunction to extract terms that are not FRAND by making a binding offer either at specific terms that are FRAND or, if it so chooses, by submitting the determination of FRAND terms to a court or to arbitration. <p>Finally, Huawei’s proposed solution is in line with the content of the FRAND commitment, which forms part of the exceptional circumstances. By making such a commitment, the SEP owner undertakes – and we are quoting here from Section 6.1 of the ETSI IPR Policy - “to grant irrevocable licenses on FRAND terms and conditions”. It does not undertake, however, to tolerate the use of its patent without a FRAND license and to limit itself to the pursuit of damage claims.</p>
8.3 Prevalence of injunctions	<p>To our knowledge, the seeking of injunctions is widespread in ICT field. Some companies may use the threat of injunctions to extract excessive royalties, which reflect the value derived from being incorporated into standard rather than the intrinsic technical value of SEPs. Therefore, implementers of standards have to pay excessive (supra-FRAND) royalties or withdraw from the relevant market. However, in certain circumstances, the use of injunctions is necessary to prevent unwilling licensees from selling infringing products, hence distorting competition by free-riding on the R&D of the SEP holder.</p>
8.4 Consequences of banning injunctions	<p>Huawei is not aware of any national jurisdiction that has banned injunctions based on SEPs or that has restricted injunctions even against <u>unwilling</u> implementers. This would damage the balance of interests of SEP holders and implementers as it would make it very hard to ask an unwilling licensee to negotiate a license. If investments in R&D cannot be fairly rewarded, SEP holders may not continue to invest in innovation, which will negatively impact the widespread implementation of standards and eventually affect the interest of consumers.</p>
8.5 Awareness among	<p>Huawei thinks there is sufficient awareness among standardization participants of the recent EC antitrust</p>

stakeholders

decisions cited above (*Motorola* and *Samsung*) and other development in various jurisdictions that place some limits on the ability of SEP holders to seek injunctions. However, decisions of antitrust authorities or courts have jurisdictional limitations. The extent to which injunctions remain available to SEP holders and, if so, in which circumstances, is still unclear in SSOs.

Huawei thinks SSOs should be adapted to the development of law worldwide and amend their IPR policies to provide guidance for the industry and a legal basis for ADR. During the amendment of SSOs' IPR policies, government authorities should promote policy changes as there are huge gaps between different stakeholders and it is impossible to reach a consensus in the industry.