

**数字音视频编解码技术标准工作组**  
**Audio Video Coding Standard Workgroup of China**

**数字音视频编解码技术标准工作组会员协议**

**MEMBER AGREEMENT**

of the Audio Video Coding Standard Working Group of China

(2004年9月12日第十次工作会议通过实施  
2021年6月19日第七十七次工作会议修订)

中国数字音视频编解码技术标  
准工作组

会员协议

MEMBER AGREEMENT

OF

the Audio Video Coding  
Standard Working Group of  
China

本会员协议（以下简称“本协议”）由  
中国数字音视频编解码技术标准工作组  
（以下简称“工作组”）和下列署名的单位  
（以下简称“署名单位”）签订，并于生效  
日生效。工作组和署名单位此后统称“当  
事人”。

This MEMBER AGREEMENT (the  
“Agreement”) is entered into by and between  
the Audio Video Coding Standard Working  
Group of China (the “Working Group”), and  
the undersigned entity (the “Undersigned”)  
effective as of the Effective Date. The  
Working Group and the Undersigned are  
hereafter collectively referred to as the  
“Parties.”

**前言**

鉴于工作组欲制订、建立、修改和支  
持数字音视频等多媒体设备与产品中的压  
缩、解压缩、处理和表示等技术标准（按照  
本协议第1.2款的定义，以下简称“AVS标  
准草案”和/或“最终AVS标准”，此后统称  
为“AVS技术标准”），并推动相关产品和服务  
的开发商在自愿的基础上迅速采用AVS  
技术标准；

**RECITALS**

**WHEREAS**, the Working Group intends  
to define, establish, revise, and support one or  
more technical standards related to  
compressing, decompressing, processing and  
demonstration of multimedia equipment and  
products (“Draft AVS Standards” and/or “Final  
AVS Standards” as defined in Section 1.2 of  
this Agreement, hereafter collectively referred  
to as the “AVS Standards”) and to foster the  
voluntary and rapid adoption of the AVS  
Standards by developers of related products  
and services;

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鉴于 工作组欲开发用于检查产品或服务是否符合 AVS 技术标准的符合性标准；

鉴于 当事人希望鼓励产业界广泛应用 AVS 技术标准,并希望为上述产业应用所必需的知识产权许可提供便利；并且

鉴于 当事人希望对 AVS 技术标准的变更和改进做出规定；

有鉴于此, 当事人共同达成协议如下:

### 第一条: 定义

除非本协议另有其他明确说明, 本协议中下列词语均指如下含义:

**1.1 “关联者”**是指直接或间接控制一个法律实体、或受其控制、或与其处于共同受控下的另一个法律实体。就本协议而言, 控制是指在一个法律实体中直接或间接拥有超过 50%有选举权的股份, 或者在没有选举权股份的情况下, 拥有决策权。

**1.2 “AVS 标准草案”**是指专题组的标题为“AVS 标准草案”的建议或文件草案。

WHEREAS, the Working Group intends to develop a compliance testing component that can be used to verify compliance with the AVS Standards;

WHEREAS, the Parties wish to encourage broad industry adoption of the AVS Standards and wish to facilitate the provision of licenses necessary to such adoption; and

WHEREAS, the Parties desire to provide for the possibility of issuing revisions and updates to the AVS Standards;

NOW THEREFORE, the Parties mutually agree as follows:

### ARTICLE 1: DEFINITIONS

Unless otherwise explicitly provided in this Agreement, the following phrases shall bear the meaning as defined below:

**1.1 “Affiliate”** means an entity that directly or indirectly controls, is controlled by, or is under common control with, another entity. Control, for purposes of this Agreement, 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.

**1.2 "Draft AVS Standard"** means a draft proposal or document of a Subgroup that is titled "Draft AVS Standard."

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**1.3 “最终 AVS 标准”**是指被标准化机构采纳和批准颁布的 AVS 标准草案以及由标准化机构采纳和批准颁布的对最终 AVS 标准的更新或修改。

**1.4 “保密信息”**意指并且涵盖：  
(1) AVS 标准草案；(2) 提案 (3) 工作组、专题组或其相关委员会的会议记录；以及 (4) 工作组关于技术、业务和市场营销的计划。

**1.5 “提案”**是指以书面(包括电子媒体)形式向/为某一专题组正式提交的任何材料、建议和其他相关提交文件，用于提议某一 AVS 标准草案的全部或部分内容、或对 AVS 标准草案或最终 AVS 标准进行增加或修改。该正式提交文件将被分配一个 AVS 文件管理号，用以标识该提案。

**1.6 “生效日期”**是指工作组的授权代表以书面形式接受本协议的日期。

**1.7 “根据中国法律享有独立法人资格的实体”**是指满足下列条件的任何实体：  
(1) 根据中华人民共和国法律依法成立；  
(2) 拥有必要的资金和财产；  
(3) 拥有自己的名称、机构和办公地点；并且  
(4) 能够独立承担民事责任。企业的分支机构或代表处不是根据中国法律享有独立法人资格的实体。

**1.3 "Final AVS Standard"** means any Draft AVS Standard adopted and approved for release by standardization authorities, and any updates or revisions to such Final AVS Standard that are approved for release by the standardization authorities.

**1.4 “Confidential Information”** means and includes: (i) Draft AVS Standards; (ii) Contributions (iii) all minutes of meetings of the Working Group, its Subgroups, and any committee of any of the foregoing; and (vi) technical, business, and marketing plans of the Working Group.

**1.5 “Contribution”** means any material, suggestion or other submission formally submitted in writing (including in electronic media) to or for a subgroup, that proposes all or part of a Draft AVS Standard, or an addition to, or modification of a Draft AVS Standard or Final AVS standard. Such formal submissions will be assigned an AVS Working Group document control number that will identify the Contribution.

**1.6 “Effective Date”** means the date upon which this Agreement is accepted in writing by an authorized representative of the Working Group.

**1.7 “Independent Legal Entity under Chinese law”**: refers to an entity satisfying the following conditions: (i) being established in accordance with the laws of the People’s Republic of China; (ii) having necessary funds and property, (iii) having its own name, organization structure and office, and (iv) may

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be subject to civil liabilities independently. A branch or a representative office of an enterprise is not an Independent Legal Entity under Chinese law.

**1.8 “中华人民共和国行业标准”**是指当某一行业尚不存在**中华人民共和国国家标准**时，由中国部级标准化机构批准的对于该行业在全国范围内适用的标准。当某一领域中批准和颁布了**中华人民共和国国家标准**时，原行业标准自动失效。

**1.8 “Industry Standards of China”:** refers to any standard ratified by Chinese ministry-level organizations of standardization with respect to a specific industry where there is not yet a National Standard of China and nevertheless a standard applicable within the industry nationwide is necessary. An Industry Standard is abolished automatically upon the ratification and publication of a National Standard covering the same field.

**1.9 “会员”**单独指任一工作组会员，集合指工作组所有会员，不论其会员资格类别，除非本协议另有特殊规定。**会员**包括在生效日之前，当时或之后的现有或将来成为**会员**的任何实体。

**1.9 “Member”** individually means any Working Group Member and collectively means all Working Group Members, regardless of membership class unless otherwise specified in this Agreement, including any entity that is or becomes a Member prior to, on, or following the Effective Date.

**1.10 “会员大会”**是指会员的例行会议和特别会议。**会员大会**是工作组的最高决策机构，决定**章程**、**会员协议**和**章程细则**中规定的重大事项。所有**会员**均可出席**会员大会**并发表意见，并就**会员大会**的决议进行表决。

**1.10 “Members Meeting(s)”:** refer to the regular and special meetings of the Members. The Members Meeting is the decision-making body of the Working Group, determining the essential issues as provided in the Constitution, the Member Agreement and the Bylaws. All the Members may attend the Members Meeting and express their opinions, and may vote for a resolution of the Members Meeting.

**1.11 “中华人民共和国国家标准”**是指由中国国家标准委员会根据中国标准化法规定的程序批准成为**中华人民共和国**

**1.11 “National Standards of China”:** refers to standards ratified by the

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国家标准的标准。

**1.12 “正式会员”**是指在中华人民共和国大陆注册，并且根据中国法律享有独立法人资格的会员。

**1.13 “参加”**某一专题组是指会员正式要求并且得到批准，可以在专题组完成某一 AVS 标准草案前参加、提出提案或以其他方式接触到专题组的工作，但不论该会员是否事实上参加、提出提案或审阅了专题组的工作。

**1.14 “观察会员”**是指非正式会员的会员。观察会员与正式会员享有相同的权利，承担相同的义务。

**1.15 “专题组”**是指工作组不时设立或撤销的专门课题小组。专题组负责起草某一特定的 AVS 标准草案。

**1.16 “标准化政府机构”**是指：(1) 中国标准化委员会，负责批准和公布中华人民共和国国家标准；以及 (2) 部级标准化机构，负责批准和公布中华人民共和国行

Standardization Administration of China as the National Standards of the People’s Republic of China in accordance with the process established in Chinese Standardization Law.

**1.12 “Official Member”**: refers to Members registered in Mainland of the People’s Republic of China as an “independent legal entity under Chinese Law.”

**1.13 “Participate(s)” or “Participation”** in 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 a Subgroup prior to the Subgroup completing a Draft AVS Standard, regardless of whether the Member actually attends, contributes or reviews the work of the Subgroup.

**1.14 “Associate Member”**: refers to Members that are not Official Members. Associate Members enjoy the same rights and bear the same responsibilities as Official Members.

**1.15 “Subgroup”**: refers to special subject subgroups of the Working Group to be set up and removed by the Working Group from time to time. The subgroups are responsible for drafting specific Draft AVS Standards.

**1.16 “State Authorities of Standardization”**: refers to (1) the Standardization Administration of China

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业标准。中华人民共和国信息产业部科学技术司负责批准和公布与电子和通信有关的行业标准，并向中国标准化委员会推荐某些行业标准，由其批准成为中华人民共和国国家标准。

(“SAC”), which is responsible for ratification and publication of ‘National Standards of China’; and (2) Ministry-Level Organizations of Standardization, which are responsible for ratification and publication of “Industry Standards of China.” The STDMII is responsible for ratification and publication of Industrial Standards related to electronics and communications, and also for proposing certain Industry Standards of China to be ratified by the SAC as National Standards of China.

1.17 “工作组成员”是指由会员指派参与工作组活动，包括但不限于起草 AVS 标准草案的专家人员。

1.17 “Working Group Staff” means the expert staff person(s) appointed by a Member to participate in the activities of the Working Group, including but not limited to development of Draft AVS Standards.

### 第二条：入会

### ARTICLE 2: ADMISSION

2.1 会员的类别 署名单位在此同意成为工作组的（正式会员/观察会员），并接受本协议和章程细则所规定的条款、条件和义务。署名单位成为工作组的（正式会员/观察会员）必须符合工作组对会员资格的要求，并且由工作组的授权代表接受其申请。

2.1 Class of Membership The Undersigned hereby agrees to be an (Official Member/Associate Member) of the Working Group and accepts the terms, conditions and obligations attendant thereto as provided in this Agreement and the Bylaws. The Undersigned’s admission as an (Official Member/Associate Member) of the Working Group is subject to meeting the qualifications for membership of the Working Group, and acceptance of the application by an authorized representative of the Working Group.

#### 2.2 会员资格生效日

署名单位通过签署本协议特此向工作组提出入会申请，申请成为（正式会员/观察会员）。如果被接纳为（正式会员/观察会员），署名单位将自生效日开始享有与其会员类别相应所有的权利和特权，并承

2.2 Effective Date of Membership By its execution of this Agreement, the Undersigned hereby applies for admission to the Working Group as an (Official Member/Associate Member). If accepted as an

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担所有相应的义务。

(Official Member/Associate Member), the Undersigned shall be entitled to all rights and privileges and subject to all duties and obligations attendant to its class of membership, commencing upon the Effective Date.

### 第三条：会员权利

### ARTICLE 3. RIGHTS OF MEMBER

遵从章程细则的规定，正式会员的权利包括：

- (1) 指定专家人员作为工作组成员；
- (2) 出席工作组会员会议，包括会员大会和专题组会议；
- (3) 得到分发给会员的材料；
- (4) 在符合本协议条款和条件、符合工作组章程细则和政策的前提下，对 AVS 技术标准提出一个或更多的提案。
- (5) 进入工作组维护的互联网站；以及，
- (6) 所有由会员大会决定或在工作组章程和章程细则中规定的其他会员权利，包括参与执行章程细则中规定的工作组宗旨和业务的权利。

观察会员享有正式会员的所有权利。

Subject to the provisions of the Bylaws, the rights of Official Member include the right to:

- (i) appoint technical personnel to serve as the Working Group Staff,
- (ii) participate in Working Group membership meetings, including Members Meetings and meetings of the Subgroups,
- (iii) receive materials disseminated to Members,
- (iv) make one or more Contributions to AVS Standards, subject to the terms and conditions of this Agreement, the Bylaws, and policies adopted by the Working Group
- (v) access World Wide Web pages maintained by the Working Group, and
- (vi) all other benefits of such membership, as determined by the Members Meeting or as specified in the Constitution and Bylaws of the Working Group, including the right to participate in the implementation of the Purpose and Business of Working Group as specified in the Bylaws.

Associate Member enjoys all the rights

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granted an Official Member.

### 第四条：会员的义务

**4.1 参与活动的义务** 每个会员应当指定至少一位专家人员作为该会员的工作组成员。工作组将向没有指定工作组成员的会员发出书面通知。会员在书面通知指定的时间内仍未履行该义务的，将被取消会员资格。该会员当年已经缴纳的会费不予退还。

一旦会员指派了某一工作组成员，该工作组成员应当保持相对固定。在其工作完成之前，会员应当力求做到不替换积极参与工作组项目的工作组成员。若确需换人，有关会员应当书面通知工作组秘书长。工作组成员因故不能参加工作组活动时，应提前通知所在专题组组长，否则其将被视为无故缺席。工作组成员三次或三次以上不参加工作组活动，或连续两次无故缺席者，视为其自动放弃其工作组成员资格。

### ARTICLE 4: OBLIGATIONS OF MEMBER

**4.1 Participation** Each Member shall appoint at least one of its expert staff to be Working Group Staff of that Member. A Written Notice will be sent to any Member that does not designate any Working Group Staff. The membership of the Member who fails to perform this obligation within the period specified on the Written Notice will be terminated upon expiration of that period. The Member shall not receive a refund of any dues paid for the current dues period

Once a Working Group Staff is appointed by a Member, he/she shall remain comparatively stable. Member shall endeavor not to substitute Working Group Staff actively involved in Working Group projects before his/her work is finished. If any substitution needs to be made, the Member concerned shall notify the Secretary-General of the Working Group in writing. In cases where any Working Group Staff cannot participate in the activities of the Working Group, he/she shall notify the Chair of the Subgroup he/she belongs to in advance. Otherwise he/she will be considered as being absent without due course. Any person of the Working Group Staff who does not participate in Working Group activities for three or more times, or is absent without due course for two consecutive times, shall be considered as having abandoned his/her Working Group Staff position automatically.



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**4.2 开支** 会员应当自行承担因参与工作组的活动而发生的成本和开支，包括但不限于差旅费用、其成员的报酬，以及其他附带费用。

**4.2 Expenses** Member shall bear its own costs and expenses for its participation in the Working Group, including but not limited to travel expenses, compensation for the services of its representatives, and incidental expenses.

### 第五条：保密

### ARTICLE 5: CONFIDENTIALITY

**5.1 保密信息** 署名单位在此代表自己及其关联者承认、同意并保证，以不低于保护自己所有的保密信息的谨慎程度来保护保密信息，但上述谨慎程度不应低于在相关情境下合理的谨慎程度。署名单位在此代表自己及其关联者承认、同意和保证，署名单位或其关联者不会披露、散布或复制保密信息，除非其雇员或承包方仅仅是为了制订 AVS 标准草案或更新最终 AVS 技术标准，或根据最终 AVS 技术标准实现某一产品的目的而必须知道上述保密信息（署名单位或其关联者应和其雇员和承包方签订一份相似的保密协议，以限制雇员或承包方使用有关保密信息的权利）。

**5.1 Confidential Information** The Undersigned hereby acknowledges, agrees and covenants for itself and on behalf of its Affiliates, that Confidential Information shall be maintained in confidence with at least the same degree of care that the Undersigned uses to protect its own confidential and proprietary information, but with no less than a reasonable degree of care under the circumstances. The Undersigned hereby acknowledges, agrees and covenants for itself and on behalf of its Affiliates, that neither the Undersigned nor its Affiliates will disclose, distribute or copy Confidential Information, except as necessary for their employees or contractors (under a comparable confidentiality agreement restricting the employee's or contractor's right to use such information) with a need to know solely for the purpose of developing a Draft AVS Standard or updating a Final AVS Standard or implementing a product based upon a Final AVS Standard.

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**5.2 可允许的披露** 尽管有上述条款的规定, 会员或关联者均不对披露以下信息承担责任:

- (1) 根据会员大会以正当程序通过的决定向公众披露的信息;
- (2) 公众领域的信息, 除非信息是因接收方违反保密义务而进入公众领域;
- (3) 从没有任何保密义务的第三方合法获得的信息;
- (4) 接收方在从披露方接收信息之前已经合法知晓的, 并且在信息的使用或披露上不受任何限制的信息;
- (5) 接收方的雇员或承包方独立开发的信息;
- (6) 按照法律要求披露的信息; 或者
- (7) 在制造、营销、销售或维护某种产品或服务的过程中天然披露的信息。

**5.3 有效性** 本协议第 5 条下的义务应自保密信息向会员披露之日始 3 年内有效, 且不受本协议的终止或解除之影响。

### **5.2 Allowable Disclosures**

Notwithstanding the foregoing, no Member or Affiliate thereof will be liable for the disclosure of any information that is:

- (i) released to the public pursuant to a resolution duly adopted by the Members Meeting;
- (ii) in the public domain other than by the recipient's breach of a duty of confidentiality;
- (iii) rightfully received from a third party without any obligation of confidentiality;
- (iv) rightfully known to the recipient without any limitation on use or disclosure prior to its receipt from the disclosing party;
- (v) independently developed by employees or contractors of the recipient;
- (vi) disclosed as required by law; or
- (vii) inherently disclosed in the manufacture, marketing, sale or maintenance of a product or service.

**5.3 Survival** The obligations contained in this Article 5 shall remain effective for three (3) years following the date of disclosure of Confidential Information to Member, and shall survive the expiration or termination of this Agreement.

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5.4 **残留信息** 对本协议和其保密条款的解释不应限制**会员(和其关联者)**独立开发或获得不使用保密信息的产品、技术(包括相似或竞争性的产品或技术)。尽管有上述条款的规定,**会员和其关联者**应有权为任何目的的自由使用因其接触保密信息或利用保密信息工作而获得的残留信息,但该权利应受披露方任何有效的专利、版权和**掩膜作品权**的拘束,且**会员和其关联者**应按照**本协议**规定对保密信息承担保密责任。“**残留信息**”系指接触过保密信息的人的独立记忆中所保留的无形信息,包括思想、概念、专有技术和技巧。如果雇员不是出于保存信息以便今后披露或使用的目的刻意的记忆保密信息,则该记忆是独立记忆。**会员**没有义务限制或防止拥有剩余记忆的雇员转移**残留信息**。本条款不应视为许可任何一方使用**会员**的版权、专利或商标权。

5.4 **Residuals** This Agreement and the terms of confidentiality hereunder shall not be construed to limit any Member's (or Affiliate's) right to independently develop or acquire products or technology, including similar or competing products or technology, which do not use Confidential Information. Notwithstanding the foregoing, any Member and its Affiliates shall be free to use for any purpose Residuals resulting from access to or work with Confidential Information, subject to any valid patents, copyrights and mask work rights of the disclosing party, and provided that such Member and Affiliates shall maintain the confidentiality of such Confidential Information as provided herein. The term "Residuals" means information in non-tangible form, which may be retained by persons in their unaided memory who have had access to such Confidential Information, including ideas, concepts, know-how or techniques contained therein. An employee's memory is considered unaided if the employee has not intentionally memorized the Confidential Information for the purpose of retaining and subsequently using or disclosing it. Members shall have no obligation to limit or restrict the assignment of employees who have access to Residuals. This Section shall not be deemed to be a grant to any party of a license under a Member's copyrights, patents, or trademarks.

### 第六条： 知识产权

### ARTICLE 6: INTELLECTUAL PROPERTY.

通过签署本协议, **署名单位**书面承诺该**署名单位**, 其**关联者**及其**工作组成员**同意并遵守知识产权政策的条款, 该知识产权政策作为单独的文件, 是**本协议**的内在

By signing this Agreement, the Undersigned hereby confirms in writing that the

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组成部分，通过引用的方式纳入本会员协议。

Undersigned, its Affiliate and its Working Group Staff agree to and will abide by the terms of the IPR Policy, which is a separate document that forms an integral part of this Member Agreement and is incorporated by reference into this Member Agreement.

### 第七条：承诺、条件和陈述

### ARTICLE 7: COVENANTS, CONDITIONS AND REPRESENTATIONS

**7.1 授权** 署名单位表示和保证其有权签署本协议。以下签字的个人表示和保证他/她有权代表署名单位签署本协议。

**7.1 Authorization** The Undersigned represents and warrants that it is authorized to enter into this Agreement. The undersigned person represents and warrants that he/she is authorized to sign this Agreement on behalf of the Undersigned.

**7.2 对工作组任务的支持** 在拥有工作组会员资格期间，署名单位支持设计、开发和应用那些实施或符合工作组采纳和发布的 AVS 技术标准的产品。同时，署名单位没有义务制造或使用符合 AVS 技术标准的产品，署名单位使用任何替代性的或竞争性的技术标准也不得加以阻止。

**7.2 Support for Mission** Throughout the term of its membership in the Working Group, the Undersigned expects to support the design, development, or application of products that will implement or comply with Final AVS Standards adopted and released by the Working Group. Meanwhile, The Undersigned shall not be obligated to manufacture or use products complying with the Final AVS Standards nor shall the Undersigned be precluded from using alternate or competing standards.

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**7.3 公开，使用工作组的名称** 在生效日后，**署名单位**可以公开其工作组会员身份。但是，除非是根据工作组确立的政策和程序，**署名单位**不得将任何产品或服务确定为工作组认可、支持或与其有关的产品或服务，或是符合最终 AVS 技术标准。除非得到工作组事先书面同意，**署名单位**不得代表工作组发表任何言论。

**7.4 章程细则** **署名单位**已经阅读并且同意遵守工作组的章程细则，章程细则可以经由正当程序予以修改。

**7.5 遵守反垄断法** **署名单位**同意遵守所有与其作为工作组会员参与活动有关的反垄断法律，并遵守工作组制定的反垄断守则。本协议任何部分不应被解释为要求或允许做出违反有关反垄断法的行为。

**7.3 Publicity; Use of Working Group Name** Following the Effective Date, the Undersigned may publicly disclose its membership of the Working Group. However, the Undersigned may not identify any product or service as being sanctioned by, sponsored by, or associated with the Working Group, or compliant with a Final AVS Standard, unless in accordance with policies and procedures which may be established by the Working Group. The Undersigned shall make no statement on behalf of the Working Group without the prior written approval of the Working Group.

**7.4 Bylaws** The Undersigned has reviewed and agrees to abide by the Working Group's Bylaws as such may be duly amended from time to time.

**7.5 Compliance with Antitrust Laws** The Undersigned agrees to comply with all applicable antitrust laws pertaining to its participation as a Member of the Working Group and to comply with antitrust guidelines adopted by the Working Group. Nothing in this Agreement shall be construed to require or permit conduct that violates any applicable antitrust law.

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**7.6 对署名单位名称和标志的使用**  
工作组对署名单位名称、域名、标志或商标的任何使用方案，例如但不限于公开公告或会员名单，应于使用之前的合理的时间内完整的向署名单位提出，并且应当得到该署名单位的书面事先同意。在不限制署名单位批准的权利下，工作组同意署名单位可以要求该使用方案符合该单位对商标、标志、域名的使用以及与描述署名单位标志的艺术作品相关的内部规范（如果存在的话），作为同意该使用方案的先决条件。

### **7.6 Use of Undersigned's Name and Logo**

Any proposed use by the Working Group of the Undersigned name or domain name, logo or trademarks, such as but not limited to public announcements and Member lists, shall be provided to the Undersigned, in its entirety and reasonably in advance of such use, and shall require prior written approval of the Undersigned. Without limiting the Undersigned's right of approval, the Working Group acknowledges that the Undersigned may condition its approval on compliance with the Undersigned's internal guidelines (if any) relating to trademark, logo, and domain name usage and relating to artwork depicting the Undersigned's logo.

## **第八条、期限和终止**

**8.1 期限** 除非本协议由于本协议规定的原因终止，本协议应当持续有效，并在每年署名单位交纳会费之时随之自动更新。

**8.2 会员终止本协议** 署名单位可随时向工作组秘书长提交书面通知终止本协议而退出工作组，在此情况下终止的有效日（“有效终止日”）应为收到该通知之日。

## **ARTICLE 8: TERM AND TERMINATION**

**8.1 Term** Unless terminated as provided herein, this Agreement shall remain in full force and effect, renewing annually upon the Undersigned's payment of dues.

**8.2 Termination by Member** The Undersigned may withdraw from membership by terminating this Agreement at any time upon giving written notice to Secretary General of the Working Group, and in such case the effective date of termination (“Effective Termination Date”) shall be the date of receipt of such notice.

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### 第九条：不提供保证；责任限制

**9.1 不提供保证** (1) 署名单位或其关联者向工作组、专题组或任何其他会员（或其关联者）提供的，或者（2）工作组或专题组向署名单位（或其关联者）提供的，或者（3）由此向任何其他会员或其关联者提供的或由其他任何会员或其关联者提供、提交、披露或公布的所有的提案、AVS 标准草案或最终 AVS 标准均以其“现状”提供和发布，不涉及任何形式的保证，包括但不限于任何关于未侵犯他人知识产权、具备商销性，或符合特定用途的任何明示、默示或法定的保证。当事人同意，会员及其关联者、工作组以及专题组各自承担因根据本协议许可使用或传播任何技术提案、AVS 技术标准、或应用说明所产生的任何风险。除非在接受本免责条款的前提下，任何人未得许可使用任何提案、AVS 标准草案或最终 AVS 标准。

### ARTICLE 9: NO WARRANTY; LIMITATION OF LIABILITY

**9.1 NO WARRANTY. ALL CONTRIBUTIONS, DRAFT AVS STANDARDS OR FINAL AVS STANDARDS, AND APPLICATION NOTES PROVIDED, SUBMITTED, DISCLOSED, OR RELEASED HEREUNDER: (A) BY THE UNDERSIGNED (OR ITS AFFILIATES) TO THE WORKING GROUP, ANY SUBGROUP, OR ANY OTHER MEMBER (OR ITS AFFILIATES); (B) BY THE WORKING GROUP OR A SUBGROUP TO THE UNDERSIGNED (OR ITS AFFILIATES); OR (C) TO OR FROM ANY OTHER MEMBER OR AFFILIATE THEREOF, ARE PROVIDED AND RELEASED “AS IS” AND WITHOUT ANY WARRANTY OF ANY KIND, INCLUDING, WITHOUT LIMITATION, ANY EXPRESS, IMPLIED OR STATUTORY WARRANTY OF NON-INFRINGEMENT, MERCHANTABILITY OR FITNESS FOR A PARTICULAR PURPOSE. THE PARTIES AGREE THAT EACH MEMBER AND ITS AFFILIATES, THE WORKING GROUP, AND ALL THE SUBGROUPS EACH BEAR THE ENTIRE RISK IN CONNECTION WITH ITS USE AND DISTRIBUTION OF ANY AND ALL CONTRIBUTIONS, FINAL AVS STANDARDS UNDER THE LICENSES GRANTED HEREUNDER. NO USE OF ANY CONTRIBUTION, DRAFT AVS STANDARD OR FINAL AVS STANDARD**

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IS AUTHORIZED EXCEPT SUBJECT TO  
AND IN CONSIDERATION FOR THIS  
DISCLAIMER.

**9.2 责任的限制** 在任何情况下，任何会员或其关联者或工作组对其他会员及其关联者或工作组的任何间接的、特别的、惩戒性的或者附带的损失都不承担责任，包括但不限于利润损失，即使事先已经得知有可能发生该损失。

**9.2 LIMITATION OF LIABILITY IN NO EVENT SHALL ANY MEMBER OR AFFILIATE OR THE WORKING GROUP BE LIABLE TO ANY OTHER MEMBER OR AFFILIATE OR TO THE WORKING GROUP FOR ANY INDIRECT, SPECIAL, EXEMPLARY OR CONSEQUENTIAL DAMAGES, INCLUDING, WITHOUT LIMITATION, LOST PROFITS, EVEN IF ADVISED OF THE POSSIBILITY OF SUCH DAMAGES.**

### 第十条：其他条款

### ARTICLE 10: MISCELLANEOUS PROVISIONS

**10.1 不得转让** 除了按照知识产权政策第 22 条转让专利外，署名单位不得在未征得工作组事先书面同意的情况下，将其此前同意对工作组承担的工作义务、其在本协议项下的义务或工作组的会员资格进行转让或让与他人。除非这种转让或让与的受让对象是关联者，并且该关联者成为工作组的会员并签署本协议。违反本条款的转让应为无效。

**10.1 No Transfer of Assignment** Subject to the transfer of Patents in accordance with Article 22 of the IPR Policy, the Undersigned may not transfer or assign any of its previously agreed Working Group work duties, its obligations under this Agreement, nor its Membership in the Work Group without the prior written consent of the Working Group, except to its Affiliates so long as its Affiliate becomes a Member of the Work Group and executes this Agreement. Any attempted transfer in violation of this article is null and void.

**10.2 解释** 本协议及其解释应联系工作组章程细则。如本协议与章程细则有任何冲突，则以本协议为准。本协议所有标题仅为标识所设，不应作为合同解释所用。

**10.2 Construction** This Agreement and the interpretation hereof operate in conjunction with the Working Group Bylaws. If any term hereof conflicts with the Bylaws, this Member Agreement shall control. Headings used in



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this Agreement are for identification purposes only and are not intended to guide the interpretation hereof.

**10.3 通知** 署名单位指定下述代表以接收通知。署名单位可向工作组组长发出书面通知更改指定的代表。如果署名单位未能指定代表，通知可向署名单位下述地址发出。任何通知如通过电子邮件、传真、特快专递、航空快递方式，在工作组将通知发出后第2个工作日视为送达；如以预付邮资的挂号信寄送登记在案的署名单位的代表的地址，发出后七（7）天视为送达。违约通知和终止本协议的通知应同时采取以下两种方式发出：（i）邮资预付的特快专递或挂号信；以及（ii）电子邮件或传真。

**10.3 Notices** The Undersigned designates the representative identified below for the purpose of receiving notices under this Agreement. The Undersigned may change the designated representative by written notice to the President of the Working Group. If the Undersigned fails to designate a Representative, notices may be sent to the Undersigned at its address stated below. Any notice provided hereunder shall be deemed delivered on the next business day following its transmittal by electronic mail, facsimile, express mail or courier, or seven (7) days after transmittal by registered mail, postage prepaid, addressed to the Undersigned representative at the address provided. Notice of a breach of this Agreement and notice of termination of this Agreement shall be given both: (i) by express mail or registered mail, postage prepaid, and (ii) by electronic mail or facsimile.

**10.4 非合资企业** 本协议任何规定和会员所采取的任何行动不应被视为将署名单位或其关联者作为工作组或其他第三方的雇员、代理人或代表，也不应视为在工作组和任何第三方之间建立合伙、合资合作企业或企业集团关系。

**10.4 No Joint Venture** Nothing contained in this Agreement and no action taken by the Undersigned shall be deemed to render the Undersigned or any of its Affiliates an employee, agent or representative of the Working Group or any third party thereof, nor shall be deemed to create a partnership, joint venture or syndicate among or between the Working Group or any third party thereof.

**10.5 符合法律** 本协议各方的义务应受到对各方有管辖权的任何政府现在或将来制定的与署名单位参加工作组相关的法律的约束。

**10.5 Compliance with Laws** The obligations of the Parties shall be subject to all laws, present and future, of any government having jurisdiction over the Parties pertaining

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to the Undersigned's participation in the Working Group.

**10.6 适用的法律：管辖权** 本协议受中华人民共和国法律法规管辖。

**10.6 Governing Law; Jurisdiction** This Agreement shall be construed and controlled by the laws and regulations of the People's Republic of China.

**10.7 可分性** 如有管辖权的法院认定本协议某一条款无效或不可执行，其他条款的效力不受影响。

**10.7 Severability** If any provision of this Agreement is held to be invalid or unenforceable by a court of competent jurisdiction, the remaining provisions will nevertheless remain in full force and effect.

**10.8 变更** 对本协议的任何修改必须遵循工作组章程细则的有关规定。署名单位应当有至少 30 天时间以决定是否接受有关修改（“接受期间”），该期间自署名单位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，署名单位的授权代表没有书面确认接受修改后的会员协议，该署名单位将被视为自动撤出工作组。署名单位在接受期间结束之前撤出工作组，或者在接受期间结束时自动撤出的，署名单位不受修改后的会员协议的约束。

**10.8 Amendments** Any revisions to this Agreement must be approved pursuant to the requirements of the Bylaws of the Working Group. The Undersigned 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 Undersigned will be automatically withdrawn from the Working Group if an authorized representative of the Undersigned does not confirm the Undersigned's acceptance in writing of the revised Member Agreement within the Acceptance Period. The Undersigned that withdraws from the Working Group 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 Member

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Agreement.

**10.9 副本** 本协议应有一份或几份签署的副本，每份副本均应视为原件，但所有副本共同构成一份且相同的法律文件。

**10.9 Counterparts** This Agreement may be executed in one or more counterparts, each of which shall be deemed an original but all of which together shall constitute one and the same instrument.

**10.10 完整协议** 本协议构成了各方当事人之间就本协议所述事宜所达成的完整协议，并取代本协议生效前除章程细则之外的所有陈述、协议和理解。

**10.10 Integration** This Agreement sets forth the entire understanding of the Parties with respect to the subject matter hereof and supersedes all prior representations, agreements and understandings relating thereto other than the Bylaws.

**10.11 非弃权** 除非本协议中有明确规定，本协议不应视为成员放弃其基于法律或其他协议享有的任何权利。

**10.11 No Waiver** This Agreement shall not be construed to waive any of the Undersigned's rights under law or under any other agreement except as expressly set forth herein.

当事人特此于下文各自代表签名所示日期签署本协议。

IN WITNESS WHEREOF, the Parties hereby execute this Agreement as of the date indicated by their respective signatures below.

署名单位

**The Undersigned:**

由 By: \_\_\_\_\_ 日期 Dated: \_\_\_\_\_

名称（正楷书写） Printed Name: \_\_\_\_\_

职务 Title: \_\_\_\_\_

地址 Address: \_\_\_\_\_

\_\_\_\_\_

电话 Telephone Number: \_\_\_\_\_

传真 Facsimile Number: \_\_\_\_\_

电子邮件 e-mail Address: \_\_\_\_\_

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**Audio Video Coding Standard Workgroup of China**

中国数字音视频编解码技术标准工作组接受并同意

**ACCEPTED AND AGREED:**

**THE AUDIO VIDEO CODING STANDARD WORKING GROUP OF CHINA**

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由 By: \_\_\_\_\_ 生效日 Effective Date: \_\_\_\_\_

名称（正楷书写）Printed Name: \_\_\_\_\_

职务 Title: \_\_\_\_\_