

1
2
3
4
5
6
7
8
9
10
11
12
13
14

FIDO Alliance

Membership Agreement

FIDO联盟会员协议

FIDO Alliance Inc. is a California incorporated non-profit mutual benefit corporation.

FIDO Alliance Inc. 是一家在加利福尼亚州注册的非营利性互利公司。

15 **FIDO Alliance Membership Agreement**
16 **FIDO 联盟会员协议**

17 **1 Mission Statement and Preamble**

18 **宗旨和序言**

19 **Mission Statement:** *The Mission of the FIDO Alliance Inc. (“FIDO Alliance”) is a shared*
20 *material obligation by and among all Members to change the nature of authentication security on*
21 *the Web by (a) developing open unencumbered technical Specifications and Other Publications*
22 *that define an open, scalable, interoperable set of mechanisms that supplant reliance on*
23 *passwords to authenticate users of online services, (b) operating industry programs to help*
24 *ensure successful worldwide adoption of the Specifications and (c) submitting mature*
25 *unencumbered technical Specification(s) to recognized standards development organization(s)*
26 *for formal standardization.*

27 **联盟宗旨:** *FIDO Alliance Inc. (“FIDO联盟”) 的宗旨是所有会员共同承担的重要义*
28 *务, 即通过以下方式改变网络身份验证安全的现状 (a) 开发一套开放的, 不受限制的技*
29 *术规范和其他定义了开放的, 可扩展的, 可互操作机制的准则, 以取代依赖密码来对在线*
30 *服务的用户身份验证机制, (b) 运营行业计划以确保该标准可以在全世界范围内推广和*
31 *应用, (c) 向国际标准化组织提交成熟的、不受限制的技术标准, 以推进其正式标准*
32 *化。*

33 *This Fast Identity Online (“FIDO”) Alliance Membership Agreement (“Agreement”) is entered*
34 *by Signatory, and provides rights from and responsibilities to FIDO Alliance and all other*
35 *Members, whether they became Members prior to, simultaneous with, or subsequent to, the*
36 *Effective Date. This Agreement is effective (“Effective Date”) as of the date on which it is*
37 *counter-signed by a duly authorized party of FIDO Alliance, which counter-signature shall*
38 *indicate acceptance of this Agreement by the then-current FIDO Board as defined below.*

39 *在线快速认证 (FIDO) 联盟会员协议需经过签署后加入, 签署主体向联盟及联盟所有的其*
40 *他会员履行权利和义务 (无论该会员是在生效日之前、同时或是生效日之后加入联盟)。*
41 *本协议将在 FIDO 联盟正式授权的代表会签之日起生效, 该会签意味着时任 FIDO 委员会*
42 *(定义见下文) 对本协议的接受。*

43 *Whereas, the Founding Members, having a shared goal to develop technical Specifications and*
44 *Other Publications that define an open, scalable, interoperable set of mechanisms for stronger*
45 *authentication on the Web, have formed the FIDO Alliance to achieve its Mission; and*
46 *鉴于创始会员共同的目标, 即发展技术规范及其他准则以定义一组开放的、可扩展的、*
47 *可互操作的更强的网络身份验证机制, 创始会员创立 FIDO 联盟以实现其宗旨; 且*

48 *Whereas, the Founding Members have provided a means for additional parties to join the FIDO*
49 *Alliance as defined below;*

50 *鉴于创始会员已经为第三方提供下述方式加入 FIDO 联盟;*

51 *Now it is hereby agreed that, in consideration of their participation in scoping, developing,*
52 *defining and promoting the Specifications and Other Publications, and in consideration of all*
53 *other Members entering into FIDO Alliance Membership Agreements in identical form, and of all*
54 *future parties who wish to participate as Members entering into such a FIDO Alliance*
55 *Membership Agreement as a condition of becoming a Member, such that all Members shall be*
56 *regarded as parties to a single instance of this Agreement as applicable under relevant law, such*
57 *as third party beneficiary and standards organizations law, each Member agrees to the*
58 *following:*

59 *特此同意，鉴于创始会员参与开发、定义并推进技术规范及其他准则以及确定管辖范围，*
60 *鉴于所有其他会员基于相同的会员协议加入 FIDO 联盟会员，同时鉴于本协议将作为未来*
61 *会员加入联盟的条件，因此，所有的会员应当在相关法律下被视为本协议的独立参与方，*
62 *比如第三方受益人和标准组织法律，各会员同意本协议以下内容：*

63 **2 Definitions**

64 **定义**

65 Capitalized terms used in this Agreement shall have the following definitions and meanings:
66 本协议重大写的术语按照如下方式定义

67 “**Associate Member**” shall mean any Member who has joined the FIDO Alliance at the Associate
68 Member class of membership as defined in Section 11.

69 “**准会员**”指以准会员身份加入FIDO联盟的所有会员，准会员的定义参见本协议第 11部
70 分。

71 “**Board**” or “**FIDO Board**” shall refer to the collective entity of Delegates, each Delegate
72 designated by a Board Member of the FIDO Alliance, which shall serve certain purposes
73 described in this Agreement. By way of clarification, the Board shall have the rights and
74 obligations set out in Section 4.2.2 of this Agreement, but shall not constitute the Executive
75 Council, a separate entity of the FIDO Alliance as set forth herein.

76 “**董事会**”或“**FIDO董事会**”指的是一组代表，每位代表由 FIDO联盟的一位董事会会员
77 指派，他将执行本协议约定的特定职能。通过声明，董事会将拥有本协议第 4.2.2部分表述
78 的权利和义务，但董事会不能组成法律委员会，即本协议约定的 FIDO联盟的一个独立组
79 织。

80 “**Board Member**” shall mean any Member who has joined the FIDO Alliance at the Board
81 Member class of membership as defined in Section 11.

82 “**董事会会员**”指以董事会会员身份加入 FIDO联盟的所有会员，董事会会员的定义参见
83 本协议第 11部分。

84 “**Bound Entit(ies)**” means the Signatory and its Related Entities if applicable.

85 “**受约束的实体**”指的是签署方及其相关实体（如适用）。

86 “**Call for Exclusion**” means the document indicating the relevant documents against which
87 Participants must make exclusion statements, as well as precise dates and deadlines for making
88 any exclusions.

89 “**排除要求书**”是指参与者必须针对其做出排除声明的相关文件以及进行排除的确切日期
90 和截止日期。

91 “**Charter**” means the document defining the scope, Deliverables, timing and other matters as
92 specified in Section 4.4.1 of a Working Group.

93 “**章程**”是指工作组的4.4.1部分中定义范围，可交付成果，时间安排和其他事项的文件。

94 “**Confidential Information**” shall mean: (i) with regard to Confidential Information of a Member,
95 Contributions that are provided in tangible form and are clearly marked as “Confidential” or if
96 disclosed orally that are clearly identified as “Confidential” at the time of disclosure or within 30
97 days after such initial disclosure; or (ii) with regard to Confidential Information of FIDO,
98 information concerning the status of matters under consideration by the FIDO Alliance, including
99 but not limited to Specifications or other documents that are provided in tangible form and are
100 clearly marked as “Confidential” or if disclosed orally that are clearly identified as “Confidential”
101 at the time of disclosure or within 30 days after such initial disclosure.

102 “**机密消息**”指的是(1)对于会员的机密信息，指的是以有形状态存在并明显标记“机密”
103 的投稿，或者如果是口头公开的信息，在公开时或者在首次公开的30日内，明确表明此
104 类信息是“机密”的，或(2)对于FIDO的机密信息，指与FIDO联盟正在考虑的事宜的
105 状态相关的信息，包括但不限于技术标准或其他有形存在的并明显标记“机密”的文件，
106 或者果是口头公开的信息，在公开时或者在首次公开的30日内，明确表明此类信息是
107 “机密”的。

108 “**Contribution**” means any original work of authorship, including any modifications or additions
109 to an existing work, that is submitted by the author for inclusion in any FIDO Alliance
110 Publication. For the purposes of this definition, “submit” means any form of electronic, oral, or
111 written communication for the purpose of discussing and improving the FIDO Alliance
112 Publication, but excluding any communication that is conspicuously designated in writing as not
113 a contribution.

114 “**投稿**”指的是有署名的原创作品，包括对现存作品的修改或添加，作者提交上述作品
115 作为FIDO联盟公开文件的内容。本定义中，“提交”指的是为改进FIDO联盟准则，以电
116 子、口头或书面等形式进行的通信，但不包括任何以书面形式明确表示不属于投稿的通
117 信。

118 “**Control**” means, of an entity, the power, directly or indirectly, including without limitation
119 through direct or indirect ownership, to control more than 50% of the voting power to elect
120 directors of that entity, or the power to direct or cause the direction of management and policies
121 of such entity. The words “Controls” and “Controlled” shall be construed accordingly.

122 “**控制**”指的是对于某实体，任何直接或间接地控制超过50%以上选择该实体董事的投票
123 权的能力，包括但不限于直接或间接的所有权，或者具备指导或影响该实体管理层及决策
124 的能力。“控制”及“受控”应适时解释。

125 “**Controlling Documents**” means any Policy Document, bylaws, articles of incorporation or other
126 document developed by the Board for the purpose of governing and administering the business of
127 FIDO Alliance.

128 “**控制文件**”指的是任何政策文件、法规、合作协议或其他由董事会出于监督管理 FIDO
129 事务的目的制定的文件。

130 “**Date**” means the date on which the Signatory signs this Agreement.

131 “**签署日期**”指的是签署人签署此协议的日期

132 “**Delegate**” shall mean an employee designated by a Member who has joined the FIDO Alliance
133 at the Board Member class of membership and is otherwise qualified to designate such Delegate.
134 The collective of the Delegates is the FIDO Board. The Board Member that designated a
135 Delegate may replace such Delegate at any time.

136 “**代表**”指的是由已加入 FIDO 联盟拥有董事会会员资格的会员所指派的员工。委托人共
137 同组成 FIDO 董事会，董事会会员可随时替换其指派的代表。

138 “**Deliverable**” shall mean any Specifications, Requirements, and Other Publications developed
139 within FIDO Alliance as of the date of the Signatory’s last Contribution.

140 “**交付项**”是指签署人最后投稿日内，FIDO 联盟开发的所有技术规范、要求及其他规
141 范。

142 “**Disclosure Statement**” means the statement to be provided in response to a request for
143 disclosure of an Essential Claim.

144 “**披露声明**”是指应披露基本要求而提供的声明。

145 “**Essential Claims**” means all claims in any patent or patent application in any jurisdiction in the
146 world that would necessarily be infringed by implementation of the Proposed Standard
147 Specification. A claim is necessarily infringed hereunder only when it is not possible to avoid
148 infringing it because there is no non-infringing alternative for implementing the Normative
149 Requirements of the Proposed Standard Specification. Existence of a non-infringing alternative
150 shall be judged based on the state of the art at the time the specification becomes a Proposed
151 Standard Specification. The following are expressly excluded from and shall not be deemed to
152 constitute Essential Claims: 1) any claims other than as set forth above even if contained in the
153 same patent as Essential Claims; 2) claims which would be infringed only by: a) portions of an
154 implementation that are not specified in the Normative Requirements of the Proposed Standard
155 Specification, b) enabling technologies that may be necessary to make or use any product or
156 portion thereof that complies with the Proposed Standard Specification and are not themselves
157 expressly set forth in the Proposed Standard Specification (e.g., semiconductor manufacturing
158 technology, compiler technology, object-oriented technology, basic operating system technology,
159 and the like); or c) the implementation of technology developed elsewhere and merely
160 incorporated by reference in the body of the Proposed Standard Specification; and 3) design
161 patents and design registrations.

162 “**基本权利要求**”是指世界上任何司法管辖区的任何专利或专利申请中的所有权利要求，
163 这些权利要求必然会因实施拟议的标准规范而受到侵犯。只有在无法避免侵权的情况下，

164 索赔才必然受到侵犯，因为在实施拟议标准规范的规范性要求时，没有非侵权的替代方
165 案。非侵权替代品的存在应根据规范成为拟议标准规范时的技术状态来判断。下列权利明
166 确排除在基本权利要求之外，且不应被视为构成基本权利要求：1）除上述权利要求外的
167 任何权利要求，即使与基本权利要求包含在同一专利中；2）仅会被以下内容侵犯的权利
168 要求：a）拟议标准规范的规范性要求中未规定的实施部分，b）使能技术，其可能是制造
169 或使用任何产品或其部分所必需的，且符合所提议的标准规范且其本身未在所提议的标准
170 规范中明确规定（例如，半导体制造技术、编译器技术、面向对象技术、基本操作系统技
171 术等）；或c）在其他地方开发的技术的实施，仅通过引用将其纳入拟议的标准规范；以
172 及3）设计专利和设计注册。

173 **“Executive Council”** shall refer to the collective of certain Delegates which shall constitute the
174 entity defined in the Bylaws as the “Board of Directors” for purposes of applicable California
175 law, and which shall have the rights and obligations set out in Section 4.2.1 of this Agreement
176 and applicable California law. The Executive Council may be referred to as the Statutory
177 Committee in the Bylaws.

178 **“执行委员会”** 应指某些代表的集体，这些代表应构成适用于加利福尼亚州法律的《章
179 程》中定义为“董事会”的实体，并应具有第4.2.1部分中规定的权利和义务。本协议和适用
180 的加利福尼亚法律。执行理事会在章程中可以称为法定委员会。

181 **“Founding Date”** shall mean October 1, 2012. Members who join FIDO Alliance after the
182 Founding Date shall not be considered Founding Members.

183 **“成立日期”** 指的是2012年10月1日。在“成立日期”之后加入 FIDO联盟的会员将不被认
184 为是创始会员。

185 **“Full Majority Vote”** shall mean 50% or more of the then current Members meeting Voting
186 Requirements of the applicable group (e.g., the Board, the Executive Council, or a Working
187 Group).

188 **“多数投票”** 指的是满足适用组（如董事会、法律委员会或工作组）的投票要求需要的
189 50%及其以上当时会员的投票。

190 **“Full Supermajority Vote”** shall mean 66% or more of the then current Members meeting Voting
191 Requirements of the applicable group (e.g., the Board, the Executive Council, or a Working
192 Group).

193 **“绝对多数投票”** 指的是满足适用组（如董事会、法律委员会或工作组）的投票要求需要
194 的66%及其以上当时会员的投票。

195 **“Founder” and “Founding Member”** shall mean all Members who enter into this Agreement by
196 the Founding Date. Such Member shall have the right to publicly claim to have been a Founder
197 or Founding Member of the FIDO Alliance.

198 **“创始人”或“创始会员”** 指的是在成立日期加入本协议的所有会员。这类会员有权公开
199 标称FIDO创始人或创始会员。

200 **“Good Standing”** shall mean that the Member has paid all required fees for membership at the
201 designated level and any other requirements as set forth by the Board.

202 **“信用良好”** 指的是会员已经支付所有本级别会员该缴纳的会费并满足董事会的其他所有
203 要求。

204 **“Government Member”** shall mean any Member who has joined the FIDO Alliance at the
205 Government Member class of membership as defined in Section 11.

206 **“政府会员”** 指的是以政府会员身份加入 FIDO联盟的所有会员，政府会员的定义参见
207 本协议第 11 部分。

208 **“Member”** shall mean an entity that has completed the application forms and has executed a
209 copy of this Agreement or a prior Membership Agreement subject to the Agreement amendment
210 process defined in Section 3.6 of this Agreement, and whose Agreement has been counter-signed
211 by the Secretary, indicating acceptance by the Board. For purposes of Section 5 “Handling
212 Confidential Information”, the FIDO Alliance will also be treated as a Member.

213 **“会员”** 指的是已经完成申请表格，并根据本协议 3.6 部分要求签署了本协议副本或之前的
214 会员协议的实体，其协议同时由秘书处签署，即视为受到董事会接纳。为实现第 5 部分
215 “处理机密信息”的目的，FIDO联盟也被视为会员。

216 **“Mission”** shall mean the Mission set forth in the Mission Statement of the FIDO Alliance as set
217 forth in Section 1 of this Agreement. **“Normative Requirements”** means those portions of the
218 Proposed Standard Specification that are expressly identified as required for compliance with the
219 Proposed Standard Specification including those portions of an optional or alternative portion of
220 the Proposed Standard Specification that are identified as required for compliance with such
221 optional or alternative portion. For clarity, those portions of the Proposed Standard Specification,
222 including any portions of an optional or alternative portion thereof, which are designated by the
223 terms “must”, “shall”, “mandatory”, “normative” or “required” are expressly identified as being
224 required for compliance under this definition.

225 **“宗旨”** 指的是本协议第 1 部分定义的 FIDO 联盟的宗旨。**“规范要求”** 指的是拟议的标准
226 规范中符合拟议标准规范要求的所明确需要的部分，包括拟议标准规范可选的或替代部分
227 中，明确需要的要求，符合这些可选的或替代的部分。为清楚起见，拟议标准规范，包括
228 任何部分的可选或替代部分，通过“必须”，“应”，“强制性”，“规范”或“要求”
229 等词语表示时是明确确定应当遵守。

230 **“Other Publication”** shall mean any form of documentation that is developed or being developed
231 within FIDO Alliance (e.g. presentation materials, press releases, etc.) other than a Specification,
232 Requirements document or Policy Document.

233 **“其他规范”** 指的是由 FIDO 联盟开发或完成的任何形式的除规范、要求文件或政策文件
234 以外的其他文件（如演示材料，出版发行信息等。）

235 **“Participant”** means, with respect to a particular Working Group, any Member who participates
236 in such Working Group and its Related Entities and other individuals that have agreed to comply
237 with Sections 6.1 and 6.2. For purposes of Section 6.2, the FIDO Alliance will be treated as a
238 Member participating in all Working Groups.

239 “**参与者**”指的是在某一特定工作组中任何参与其中的会员及其相关方以及同意遵守第
240 6.1和6.2部分的其他个人。基于本协议第6.2部分中的要求，FIDO联盟将被视为参与了所
241 有工作组的会员。

242 “**Patent Policy Transition Date**” shall mean the date on which this term was first approved by the
243 Board.

244 “**专利政策过渡日期**”是指董事会首次批准该术语的日期。

245 “**Policy Document**” shall mean any documented procedural or administrative policy adopted by
246 Simple Majority Vote of the Board.

247 “**政策文件**”指的是由董事会以简单多数投票通过的程序性或管理政策文件。

248 “**Publication**” means any Specifications, Requirements, and Other Publications developed or
249 being developed within FIDO Alliance

250 “**出版物**”指的是有FIDO联盟制定的任何说明、要求或其他出版物。

251 “**Quorum**” shall mean that more than fifty percent (50%) of the Members meeting the Voting
252 Requirements of the applicable group (e.g., the Board, the Executive Council, or a Working
253 Group or the Members in plenary session) are present at a meeting, either in person,
254 telephonically or by such other means as may be prescribed by such group or by this Agreement.

255 “**法定人数**”指的是某组内需满足投票要求的超过50%的会员数（如董事会、法律委员会
256 或工作组或会员全体会议）出席会议，或者是本人出席，或者通过电话出席，或者其他由
257 此协议定义的方法。

258 “**Requirements**” shall mean a document that contains technical, organizational and/or operational
259 requirements provided by Members that shall form the basis for all Specifications developed by
260 FIDO Alliance.

261 “**要求**”指的是包含技术性、组织性或其他由会员提供的可操作性要求，这些要求构成
262 FIDO联盟所有技术文件的基础。

263 “**Related Entity**” means, with respect to a particular party, any entity that Controls, is Controlled
264 by, or under common Control with such party; provided that an entity that acquires Control of the
265 Signatory after the Date will not be a Related Entity of the Signatory, and will not separately
266 enjoy the benefits afforded to Related Entities under this Agreement, including, but not limited to,
267 the benefit of the non-assert made by other Members, unless and until such entity agrees in
268 writing to join the FIDO Alliance. The Signatory’s (and its Related Entities’) rights and
269 obligations under this Agreement (including the benefit of the non-assert made by other
270 Members) shall continue in full force and effect notwithstanding the failure of such the acquiring
271 entity to join the FIDO Alliance.

272 “**相关方**”指的，对于特定实体，任何控制该实体，受该实体控制或同受控制的实体；除
273 非该实体在在成立日期之后获得对签署方的控制，否则该实体不能视为签署方的相关方，
274 除非书面签署同意加入FIDO联盟，否则将不能享受本协议下相关方的权益，包括但不限
275 于其他会员产生的利益。尽管收购的实体未能加入FIDO联盟，本协议下签字方及相关方
276 的权利及义务（包括其他会员的利益维护）将继续生效。

277 **“Royalty-Free (RF) Licensing Requirements”** means, with respect to a Proposed Standard
278 Specification, a Royalty-Free license that is a non-assignable, non-sublicensable license to make,
279 have made, use, sell, have sold, offer to sell, import, and distribute and dispose of
280 implementations of the Proposed Standard Specification that:

281 **“免版税 (RF) 许可要求”** 是指就拟议的标准规范而言, 免版税许可是一种不可转让,
282 不可再许可的许可, 用于制作, 制造, 使用, 出售, 销售, 出售邀约, 进口, 分发和处置
283 提议的标准规范的实现, 这些实现包括:

284 1. shall be available to all, worldwide, whether or not they are FIDO Alliance Members;
285 1. 应该向全球所有人提供, 不论其是否为FIDO联盟成员;

286 2. shall extend to all Essential Claims owned or controlled by the Participant;
287 2. 应该包含参与者拥有或控制的所有基本要求;

288 3. may be limited to implementations of the Proposed Standard Specification, and to
289 what is required by the Proposed Standard Specification;
290 3. 可能限于拟议标准规范的实现以及拟议标准规范的要求;

291 4. may be conditioned on a grant of a reciprocal RF license, as defined herein, to
292 all Essential Claims owned or controlled by the licensee. A reciprocal license may be
293 required to be available to all, and a reciprocal license may itself be conditioned on a
294 further reciprocal license from all.
295 4. 可能以向受许可方拥有或控制的所有基本要求授予互惠RF许可为前提, 如本
296 文所定义。互惠许可证可能要求所有人都可以使用, 并且互惠许可证本身可能
297 要以所有人的其他互惠许可证为条件。

298 5. may not be conditioned on payment of royalties, fees or other consideration;
299 5. 不得以支付版税、费用或其他对价为条件;

300 6. may be suspended with respect to any licensee when a Participant is sued by licensee
301 for infringement of claims essential to implement the Proposed Standard
302 Specification;
303 6. 当被许可人起诉参与人侵犯实施拟议标准规范所必需的要求时, 可暂停对任何
304 被许可人的权利;

305 7. may not impose any further conditions or restrictions on the use of any technology,
306 intellectual property rights, or other restrictions on behavior of the licensee, but may
307 include reasonable, customary terms relating to operation or maintenance of the
308 license relationship such as the following: choice of law and dispute resolution;
309 7. 不得对任何技术, 知识产权的使用施加任何进一步的条件或限制, 也不得对被
310 许可人的行为施加其他限制, 但可以包括与许可关系的运营或维护有关的合理
311 习惯条款, 例如: 法律和争议解决;

312 8. shall not be considered accepted by an implementer who manifests an intent not to
313 accept the terms of the Royalty-Free license as offered by the Participant.

- 314 8. 如果实施者表现出不接受参与者提供的免版税许可条款的意图，则不应视为接
315 受者。
- 316 9. The RF license conforming to the requirements in this policy shall be made available
317 by the Participant as long as the Proposed Standard Specification is in effect. The
318 term of such license shall be for the life of the patents in question, subject to the
319 limitations of 10.
- 320 9. 只要拟议的标准规范有效，参与者应提供符合本政策要求的射频许可证。许可
321 证的有效期为有关专利的有效期，但以10个为限。
- 322 10. If the Proposed Standard Specification is rescinded by the FIDO Alliance, then no
323 new licenses need be granted but any licenses granted before the Proposed Standard
324 Specification was rescinded shall remain in effect.
- 325 10. 如果FIDO联盟取消了建议的标准规范，则无需授予新的许可证，但是在撤销建
326 议的标准规范之前所授予的任何许可均应保持有效。
- 327 All Technical Working Group participants are encouraged to provide a contact from which
328 licensing information can be obtained and other relevant licensing information. Any such
329 information will be made publicly available along with the patent disclosures for the Technical
330 Working Group in question.
- 331 鼓励所有技术工作组参与者提供一个可从中获取许可证信息和其他相关许可证信息的联系
332 方式。任何此类信息都将与有关技术工作组的专利披露一起公开。
- 333 “**Simple Majority Vote**” shall mean greater than 50% of those voting meeting Voting
334 Requirements when a Quorum is present.
- 335 “**简单多数投票**”指当法定人数出席时，超过 50%的满足投票要求的投票数量。
- 336 “**Signatory**” means the entity listed as Signatory in the signature block to this Agreement.
337 “**签署方**”指的是本协议下所有签字的实体。
- 338 “**Specification**” shall mean a document that contains technical criteria (including reference to
339 existing specifications and protocols) in any state of progress within a FIDO Alliance Technical
340 Working Group.
- 341 “**规范**”指的是包含技术标准（包括对现有说明和协议的的说明）的，FIDO联盟工作组
342 工作过程中的任一状态的的文件。
- 343 “**Sponsor Member**” shall mean any Member who has joined the FIDO Alliance at the Sponsor
344 Member class of membership as defined in Section 11.
- 345 “**赞助会员**”指的是以本协议第11部分定义的赞助会员身份加入 FIDO联盟的会员。
- 346 “**Standards Developing Organization**” shall mean an organization whose primary activities are
347 developing, coordinating, promulgating, revising, amending, reissuing, interpreting, or otherwise
348 producing technical standards that are intended to address the needs of a specific base of adopters.
- 349 “**标准开发机构**”指的是主要活动是开发、协调、公布、修正、重新发布、翻译特定技术
350 标准用于解决标准采用人特定需求的组织。

351 “**Supermajority Vote**” shall mean 66% or more of those voting meeting Voting Requirements
352 when a Quorum is present.

353 “**绝对多数投票**”指的是当法定人数到齐后，超过66%的投票数或以上。

354 “**Technical Working Group**” shall mean a Working Group whose Charter expressly includes the
355 ability to produce Specifications.

356 “**技术工作组**”是指其章程明确包括制定规范能力的工作组。

357 “**Translations**” shall mean translations of Publications from English to another language.

358 “**翻译**”是指出版物从英语翻译成另一种语言。

359 “**Voting Member**” shall mean Board Member.

360 “**投票会员**”指的是董事会会员。

361 “**Voting Requirements**” shall mean being in Good Standing and meeting the participation
362 requirements for the relevant group as defined in the Standard Operating Procedures or other
363 defining policy document.

364 “**投票要求**”指的是资格完备并满足标准操作程序或其他政策文件的参与要求。

365 “**Working Group**” shall have the meaning set forth in Section 4 of this Agreement.

366 “**工作组**”指的是满足本协议第4部分的定义。

367 **3 General**

368 **通用要求**

369 **3.1 Duration and Dissolution**

370 **存续与解散**

371 The FIDO Alliance shall exist until such time as it is dissolved only by a Full Supermajority Vote
372 of the Board and a Full Supermajority Vote of the Executive Council.

373 FIDO联盟将一直存在，直至董事会会员绝对多数投票通过且法律委员会绝对多数投票通
374 过解散投票。

375 **3.2 Members’ Freedom of Action and Right to Compete**

376 **会员自由活动及竞争权利**

377 Neither participation in the FIDO Alliance nor the FIDO Alliance’s approval or release of a
378 Specification shall require any Member to use or implement the Specification, or preclude any
379 Member from developing or employing additional, competing or alternative products,
380 specifications or implementations, or foreclose any Member from taking a different course of
381 action should any Member so desire.

382 无论是参与 FIDO 联盟，或者 FIDO 联盟批准或发布的规范，均不会要求任何会员使用或者
383 实施所述规范，或者限制任何会员开发、采用附加的、竞争性的或替代性的产品、规范或
384 实施方案，或阻碍任何会员根据其意愿采取不同的方法。

385 The Members acknowledge that they may compete with one another in various lines of
386 business and that it is therefore imperative that they and their representatives act in a manner
387 that does not violate any applicable antitrust laws and regulations. Each Member may have
388 similar agreements not related to the FIDO Alliance with other Members. Each Member may
389 design, develop, manufacture, acquire or market competitive specifications, products and
390 services, and conduct its business in whatever way it chooses. No Member is obligated to
391 announce or market any products or services. Without limiting the generality of the foregoing,
392 the Members agree not to have any discussion relating to their individual commercial
393 businesses with respect to product pricing, methods or channels of product distribution, any
394 division of markets, or allocation of customers or any other topic which should not be discussed
395 among competitors. Accordingly, each Member hereby assumes responsibility to provide
396 appropriate legal counsel to its representatives regarding the importance of limiting their
397 discussions to subjects that relate to the purposes of the FIDO Alliance, whether or not such
398 discussions take place during formal meetings, informal gatherings, or otherwise.

399 会员获悉彼此之间会在各种业务线互相竞争，因此他们及其代表的行为应当不违反任何
400 反垄断法律法规。每位会员与其他会员之间或许有与 FIDO 无关的相似协议。每位会员
401 可能设计、开发、制造、获得或营销竞争规范、产品和服务，且以其选择的方式进行操
402 作。会员没有宣布或营销任何产品或服务的义务。在不违背上述规定的前提下，会员同
403 意不对其各自的业务进行讨论，包括产品定价、方法或市场发发渠道、细分市场或客户
404 分配或其他不应在竞争对手之间讨论的话题。因此，每位会员应当负责对其代表进行法
405 律忠告，代表们讨论的话题应当仅仅与 FIDO 联盟的目标有关，无论这种讨论发生在正
406 式或非正式会议。

407 **3.3 Principal Office** 408 **监督办公室**

409 A principal office of the FIDO Alliance will be created to perform administrative and operational
410 functions for the FIDO Alliance. The location of the FIDO Alliance principal office may be
411 changed from time to time by the Board, and such change of address shall be effective upon
412 written notice to all Members. The FIDO Alliance may also have offices at such other places as
413 its business and activities may require, and as the Board may, from time to time, designate.
414 FIDO 联盟监管办公室的创建用于执行行政及业务职能。FIDO 联盟监管办公室的位置可能
415 随董事会不时改变，且这样的地址变更将以书面形式通知所有会员。当有业务及活动需
416 要，FIDO 联盟可能会在其他位置有这样的办公室，且董事会可随时指定。

417 **3.4 Governing Law** 418 **管辖法规**

419 This Agreement shall be governed by and interpreted in accordance with laws of the State of
420 California, excluding its choice of law rules.
421 本协议受加利福尼亚州法律监管并解释，但排除其法律选择规范的适用。

422 **3.5 Dispute Resolution**

423 **争议解决**

424 The parties agree to attempt to settle any claim or controversy arising out of this Agreement
425 through consultation and negotiation in the spirit of mutual cooperation. Upon the earlier of the
426 date on which those attempts (including escalation to the Board) fail, or thirty (30) days after the
427 parties to the dispute first communicate with each other in an effort to resolve the dispute, then
428 either party may demand mediation by submitting the dispute for non-binding mediation
429 conducted by a mediator selected by the Board within twenty-one (21) days after written notice.

430 Any dispute that cannot be resolved between the disputing parties through negotiation or
431 mediation within forty-five (45) days of the date of the selection of a mediator may then be
432 submitted to the courts within Santa Clara County, California, or any other venue in which the
433 court has personal jurisdiction over the parties in dispute, for resolution. The use of any
434 mediation procedures will not be construed under the doctrines of laches, waiver or estoppel to
435 adversely affect the rights of either party. Nothing in this Section 3.5 will prevent either party
436 from resorting to judicial proceedings, if (i) good faith efforts to resolve the dispute have been
437 unsuccessful, (ii) the claim or suit involves intellectual property rights, or (iii) interim relief from
438 a court is necessary to prevent serious and irreparable injury to that party or to others.

439 协议各方同意，遵照相互合作的精神，通过协商和谈判的方式尝试解决由本协议引起的任
440 何索赔或争议。在上述尝试（包括上升到理事会）失败后，或争端各方第一次尝试沟通30
441 天后，任何一方可以通过调解的方式解决，该方应当提交给调解员进行调解处理，调解员
442 由董事会收到书面通知后的21天内选出，调解不具有约束力。争端双方通过协商或者
443 调解员调解，45天内不能解决的，该争端可以提交加利福尼亚州圣克拉拉县法院或任何对
444 当事人具有属人管辖权的其他法院。使用任何调解程序都不能理解为该方的怠慢、放弃或
445 禁止反言，以产生对该方权利不利的的影响。第3.5节的约定不阻止任何一方诉诸司法程
446 序，如果（i）诚信解决争端的努力已经失败，（ii）索赔或诉讼涉及到知识产权，或
447 （iii）有必要寻求法院的临时救济措施以防止对该缔约方或其他人产生严重和无法挽回的
448 损失。

449 **3.6 Amendments to this Agreement and the Bylaws**

450 **协议修订与规定**

451 This Agreement constitutes the entire agreement among the Bound Entities and the Members,
452 concerning its subject matter and supersedes any prior or contemporaneous agreement or
453 understanding, whether written or oral, if any, among the parties with respect to such subject
454 matter. Any modification or amendment of this Agreement shall only be binding upon the
455 Members if set forth in writing and approved by a Full Supermajority Vote of the Board,
456 provided, however, that such modification or amendment shall not be binding on any Member
457 who terminates this Agreement with respect to such Member and withdraws as a Member of the

458 FIDO Alliance within thirty (30) days of receipt of written notice of adoption of such
459 modification or amendment. The Bylaws of the FIDO Alliance may be amended by a Full
460 Supermajority Vote of the Executive Council and a Full Supermajority Vote of the Board.
461 本协议构成受约束实体和会员之间达成的完整协议，各方就有关事项达成一致，取代任何
462 以前或同期的协议或谅解，无论书面或口头的。任何变更或修改本协议只对会员具有约束
463 力，前提是获得董事会绝对多数投票通过，但是，此类修改或修订对任何已终止本协议且
464 （在联盟采纳修订稿的书面通知后的 30天内）退出 FIDO联盟不再作为会员的实体无效。
465 FIDO 联盟章程需要由法律委员会和董事会同时绝对多数票通过。

466 **3.7 Publicity**

467 **宣传**

468 No Member shall use the name of another Member in any public announcement or other publicity
469 relating to this Agreement or any Deliverable without the prior written consent of such named
470 party.
471 在未经事先的书面同意，会员不应在任何公告或其他与本协议有关的宣传物或任何交付物
472 上，使用其他会员的名字。

473 Each Member grants the FIDO Alliance a non-transferrable, royalty free limited use license to
474 use its company name and primary identifying logos and other brand materials for the purposes of
475 identifying and publicizing its FIDO Alliance Membership status and participation with all other
476 Members. The FIDO Alliance will use such company name, logos and other brand materials in
477 accordance with such Member's trademark guidelines.
478 每位会员将授权 FIDO联盟不可转让的，免许可费的、有限许可使用其公司名称、主要标
479 志和其他商标材料用于识别和宣传其 FIDO联盟会员身份及与其他所有会员的共同参与。
480 FIDO联盟将依据会员商标规范使用该公司名称、标志和其他商标材料。

481 **3.8 Headings**

482 **标题**

483 The Members acknowledge that all headings of this Agreement are for reference purposes only
484 and shall not be used in the interpretation of this Agreement.
485 会员须知本协议的所有标题仅供参考，不能用于对本协议的解释。

486 **3.9 Privacy Policy**

487 **隐私策略**

488 The FIDO Alliance collects and processes personal data as described in the FIDO Alliance
489 Privacy Policy available [here](#). Member shall inform all Member personnel interacting with the
490 FIDO Alliance on behalf of Member that their business contact information and certain other
491 personal data about such individuals may be collected and processed by the FIDO Alliance in
492 accordance with the Privacy Policy, and that such personal data will be transmitted to the FIDO
493 Alliance in the United States, where the laws may not be as protective of such data as the laws in

494 the country where the data subject resides. Member shall obtain any consent from such
495 individuals to the extent required by law to allow for such processing. As described in the Privacy
496 Policy, a party located in the European Union or the European Economic Area wishing to
497 exercise rights under the General Data Protection Regulation (“GDPR”) with respect to such
498 Personal Data may contact the Data Protection Officer at help@fidoalliance.org.
499 FIDO联盟按照[此处](#)提供的FIDO联盟隐私政策中的描述收集和处理个人数据。会员应代表
500 会员通知所有与FIDO联盟互动的会员人员，FIDO联盟可根据隐私政策收集和处理他们的
501 业务联系信息和有关这些个人的某些其他个人数据。并且此类个人数据将传送给美国的
502 FIDO联盟，在美国法律对数据的保护可能不如数据主体所在国家/地区的法律保护。会员
503 应在法律规定的范围内获得此类个人的任何同意，以便进行此类处理。如隐私政策所述，
504 位于欧盟或欧洲经济区的一方希望根据《通用数据保护条例》（“GDPR”）对此类个人数
505 据行使权利，可通过help@fidoalliance.org联系数据保护官员。

506 **4 Governance**

507 **监管**

508 **4.1 Decision Making**

509 **决策**

510 Except in those cases where a vote is specifically required by this Agreement or other Controlling
511 Documents, FIDO Alliance shall seek to reach its decisions by consensus. When no consensus
512 can be reached in a timely manner, the decision shall be reached by voting as defined in this
513 Agreement and other Controlling Documents. Except when otherwise specified in this
514 Agreement and other Controlling Documents, approval by vote requires a Simple Majority Vote.
515 Except as expressly set forth herein, voting percentages required are to be calculated in terms of
516 the number of “Yes” and “No” votes cast by those voting Members meeting Voting Requirements
517 present when a Quorum exists. Only “Yes” and “No” votes shall be counted, and abstentions or
518 non-votes shall not be counted, but also shall not affect the determination as to whether a Quorum
519 exists.

520 除去在表决中明文规定由本协议或其他文件控制的情况，FIDO联盟应寻求以协商一致
521 的方式作出决定。当无法根据要求做出一致的决定时，应当根据本协议和其他文件定义的方
522 式作出表决。除去本协议或其他文件另有规定的情形外，表决通过需简单多数投票。除了
523 本协议有明确规定外，当达到法定人数时，投票百分比必须是要计算满足投票要求的人投
524 出的“是”和“否”选票。只有“是”和“否”票被计算在内，和票、弃权或非票不应计算在内，但
525 不能影响法定人数。

526 **4.2 The Executive Council and the FIDO Board**

527 **执行委员会和FIDO董事会**

528 **4.2.1 The Executive Council**

529 **执行委员会**

530 Pursuant to the Bylaws, the Executive Council shall have certain specified corporate
531 powers, as defined by applicable California law. The Executive Council shall consist of
532 seven Delegates, four of whom shall be the officers of the corporation specifically
533 defined in this Agreement, and the remaining three shall be elected by the Board in the
534 same annual election as the election of the officers. The remaining three shall be
535 Delegates and each must be an employee of a Board Member of the FIDO Alliance. The
536 remaining three shall be elected for an annual term ending Dec. 31st of the following
537 year, except that for the first year the term shall end on Dec. 31st of the year in which they
538 were elected. The presiding officer for all meetings of the Executive Council shall be the
539 President. For any act on a Statutory Item as defined in the Bylaws or on dissolution of
540 the corporation, the Executive Council shall only act after a Board vote on that act and
541 shall strongly consider the results of any Board vote on that act.

542 根据章程，执行委员会应有特定的公司权力，根据适用的加州法律定义。执行委员会由七
543 个代表组成，其中四人应是规定在此协议中定义的公司高管人员，其余三个应在同一年
544 度当选为主席团会员的选举委员会选出。三人应是代表且每个人都应是FIDO联盟董事会
545 会员的员工。三人应每年通过选举产生，任期至来年的12月31日，但当选的首年任期至该
546 年12月31日结束的除外。所有执行委员会会议的主持官员应为主席。关于法规规定的法定
547 项目的实施或公司解散，执行委员会应当在董事会投票后才能投票，且须谨慎对待董事会
548 投票的后果。

549 **4.2.2 The FIDO Board**

550 **FIDO董事会**

551 The Board shall have administrative oversight of the FIDO Alliance as defined herein and in the
552 Bylaws. The Board shall also have the sole authority to approve Specifications, Requirements, or
553 Other Publications either directly or after Working Group approval of same (as specified in
554 Section 4 of this Agreement). The number of seats on the Board shall be unlimited, and Board
555 Members in Good Standing shall be entitled to designate one (1) Delegate. Only Delegates
556 meeting the Voting Requirements shall be entitled to vote on any matter before the Board. The
557 Executive Director of the FIDO Alliance shall preside over Board meetings as chair and shall
558 take such other actions as may be agreed by a Simple Majority Vote of the Board. At the
559 discretion of the chair, voting by the Board may be had by electronic means pursuant to the
560 procedures described herein for other committees of the FIDO Alliance.

561 董事会拥有本文中及法规规定的所有对FIDO联盟的管理权力，董事会是唯一有权直接批
562 准技术规范、要求或其他出版物或者工作组同意上述规范后批准的机构。董事会席数不
563 限，且具有良好信誉的董事会会员应当有权指派一位代表。仅有满足投票要求的代表可以
564 代表董事会进行投票。FIDO联盟的执行主任应作为主席主持董事会会议，并用采取简单
565 多数票方式执行。主席有权决定董事会是否采用满足FIDO联盟其他委员会的程序要求的
566 电子方式投票。

567 The roles and responsibilities of the Board include, but are not limited to the following:
568 董事会的角色和责任包括但不限于以下：

- 569 • Elect annually the President, the Vice President, the Treasurer and the Secretary and three
- 570 others from the Delegates to serve as the Officers and the Executive Council;
- 571 • 每年选举主席、副主席、财务主管、秘书及其他三位代表作为会员和执行委员会会
- 572 员
- 573 • Hire a compensated Executive Director or the equivalent to assist in the administration of
- 574 the FIDO Alliance.
- 575 • 雇佣有偿执行主任或等同角色协助处理FIDO联盟事物;
- 576 • Approving Publications prior to making any Publication a publicly available document;
- 577 • 在出版物公开发表前进行审批工作;
- 578 • Chartering Working Groups;
- 579 • 向工作组发放许可;
- 580 • Appointing Chairs to Working Groups;
- 581 • 任命工作组主席;
- 582 • Establish and publish a membership Schedule of Fees and Dues that may be amended
- 583 from time to time by the Board. Such Schedule of Fees and Dues may include a
- 584 scholarship program whereby the Board may waive or reduce fees if certain pre-defined
- 585 objective criteria are satisfied by an applicant;
- 586 • 建立并发布会员会费计划, 根据董事会要求不时地进行修改。会费计划可能包含奖
- 587 励计划, 若申请人满足事先决定的客观条件, 董事会可免除或减少费用;
- 588 • Accept or deny candidate Member Agreement applications (and renewals of same) into
- 589 the FIDO Alliance based on objective criteria adopted by the Board;
- 590 • 基于董事会评判标准接受或拒绝会员候选人的入会申请 (及续期);
- 591 • Approval of any contracts with the FIDO Alliance;
- 592 • 批准与FIDO联盟为合同方的任何合同;
- 593 • Administering the transfer of FIDO Alliance Specifications to IETF or other Standards
- 594 Developing Organization;
- 595 • 管理FIDO联盟技术规范向IETF标准及其他标准开发组织转换;
- 596 • Determine the timing and logistics for all Members meetings and similar FIDO Alliance
- 597 communications mechanisms;
- 598 • 确定所有会员会议时间及交流方式, 并确立相应FIDO联盟沟通机制;
- 599 • Administering email lists, conference bridges, collaboration tools, etc.;
- 600 • 管理电子邮件列表、会议联络、沟通工具等;
- 601 • Setting change control and versioning procedures for Specifications through the
- 602 development and approval of Policy Documents;
- 603 • 确定技术规格的控制及版本程序通过开发批准政策文件;
- 604 • Setting other Policy Documents as may be required from time to time;
- 605 • 随时根据要求制定政策文件;
- 606 • Dissolve the FIDO Alliance, which requires a Full Supermajority Vote and approval by
- 607 the Executive Council, as described herein;
- 608 • 解散FIDO联盟, 需根据本协议约定由绝对多数票通过并由法律委员会批准;
- 609 • Terminate Members for cause, as specified in Section 7.2 of this Agreement;

- 610 • 根据本协议7.2约定的缘由终止会员资格；
- 611 • Termination of Board Members for cause, by Full Supermajority Vote of the Board;
- 612 • 通过董事会绝对多数投票终止董事会会员资格；
- 613 • Obtain and renew D&O Liability coverage at levels determined by the Board.
- 614 • 获取并更新各级董事与高级管理人员职责范围。

615 Except for procedural matters (for example, whether to adjourn a meeting), the Board shall not
 616 make any decisions, whether by consensus or by voting, unless a Quorum exists; *provided,*
 617 *however,* that nothing herein shall prevent the Board from using an approval procedure to take
 618 action if such procedure is authorized or permitted by the state under which it is organized; and
 619 *provided, further,* that to be effective, any written consent or other form of approval under such
 620 procedure shall, if such state permits less than unanimous written consent, be signed by, or
 621 subscribed to by, at least a number of Delegates representing a Full Majority Vote or, where
 622 applicable, a Full Supermajority Vote.

623 除程序性事项（例如，是否休会）外，除非达到法定人数，否则董事会不得以协商一致或
 624 投票的方式作出任何决定，但是，在该程序是被授权或者组织所在州允许的前提下，任何
 625 人无权阻止董事会根据审批程序行使其权利，另外，这样的程序应当允许非全体代表（代
 626 表多数票，或在适用时，代表绝对多数票）签署该书面或其他形式的批准书。

627 **4.3 Officers, Executive Director and Working Groups**

628 官员、执行主任和工作组

629 **4.3.1 General Provisions**

630 一般规定

631 The Board shall elect the following officers from among the Delegates by Simple Majority Vote:
 632 President, Vice President, Treasurer and Secretary. The Board shall elect three individuals from
 633 among the Delegates by Simple Majority Vote to complete the Executive Council. The FIDO
 634 Alliance may also have such other officers with such titles and duties as the Board may determine
 635 from time to time. An elected officer or other member of the Executive Council must be an
 636 employee of a Board Member of the FIDO Alliance. All officers shall be elected for an annual
 637 term ending on December 31st of the following year. The officers may serve multiple terms
 638 and/or successive terms if duly elected. The elected officers shall serve without compensation
 639 from the FIDO Alliance.

640 董事会应当通过简单多数在代表中选出如下官员：主席、副主席、财务管理及秘书。董事
 641 会应当通过简单多数选举在代表中选出三人组成法律委员会。FIDO联盟可根据董事会的
 642 意见随时决定有特定职位特定职责的其他官员。当选官员和法律委员会其他会员必须是
 643 FIDO联盟董事会会员的雇员。所有官员在次年12月31日完成年度选举。官员可多次或连
 644 续当选。当选官员应无偿为FIDO联盟工作。

645 **4.3.2 Duties of the President**

646 主席职责

647 The President shall be the chief executive officer of the FIDO Alliance, shall serve as the
648 chairman at all meetings of the Executive Council. The President shall provide guidance to the
649 Executive Director and be available as needed as a spokesperson for the FIDO Alliance. The
650 President shall have such other powers and perform such other duties as may be prescribed by
651 law, by this Agreement, or from time to time by the Board or are conventional for this office.
652 主席应当是FIDO联盟的主要执行官员，作为法律委员会所有会议的主席。主席应当向执
653 行主任提供指导，必要时作为FIDO联盟的发言人。主席应当根据法律和本协议的规定履
654 行有利于联盟的权利和职责。

655 **4.3.3 Duties of the Vice President**

656 **副主席职责**

657 The Vice President is responsible to assist the President and perform the duties of the President in
658 the absence of the President, or in the event of the President's inability or refusal to act. The Vice
659 President shall have other powers and perform such other duties as may be prescribed by law, by
660 this Agreement, or as may be prescribed from time to time by the Board or are conventional for
661 this office.

662 副主席应当协助主席工作，并在主席缺位时、或主席不能或拒绝履行时行使主席职责。副
663 主席应当拥有法律、本协议或董事会规定的其他有利于联盟的权利并履行这些职责。

664 **4.3.4 Duties of the Treasurer**

665 **财务主管的职责**

666 The Treasurer is responsible for the financial transactions of the FIDO Alliance in accordance
667 with the Board approved Finance Policy. The Treasurer shall exercise oversight of any Financial
668 Services contractor and serve as the chair of the Board Finance Committee. The Treasurer shall
669 prepare and present to the Board (at a minimum) quarterly financial reports on all the FIDO
670 Alliance finances. The Treasurer shall have such other powers and perform such other duties as
671 may be prescribed by law, by this Agreement, or as may be prescribed from time to time by the
672 Board or are conventional for this office.

673 财务主管应当根据董事会批准的财务政策对FIDO联盟的财务情况负责。财务主管应当对
674 任何含有金融服务的合同进行审查并作为董事会财务委员会主席任职。财务主管应当向董
675 事会准备并展示关于FIDO联盟季度财务报告。财务主管应当拥有法律、本协议或董事会
676 规定的其他有利于联盟的权利并履行这些职责。

677 **4.3.5 Duties of the Secretary**

678 **秘书职责**

679 The Secretary is responsible for recording and distributing Minutes of meetings of the Board and
680 Member Plenary, which shall include results of votes and other actions taken. In general, the
681 Secretary shall perform all duties customarily incident to the office of Secretary and such other
682 duties as may be required by law, by this Agreement, or as may be prescribed from time to time by
683 the Board or are conventional for this office, including without limitation the following:

684 秘书负责记录并分发董事会及会员全体大会的会议纪要，包括投票结果及采取的措施。一
685 般来是说，秘书应当处理由法律、本协议及其他决议规定的秘书办公室的日常事务，包括
686 但不限于：

- 687 • Certify and keep at the principal office of the FIDO Alliance the original, or a copy, of
688 this Agreement as amended or otherwise altered to date;
- 689 • 在FIDO联盟的主要办事处确认并保存迄今为止修订或以其他方式更改的本协议的
690 原件或副本；
- 691 • Keep at the principal office of the FIDO Alliance or at such other place as the Board may
692 determine, a book of minutes of all meetings of the Board, and, if applicable, meetings of
693 Board committees;
- 694 • 驻守在FIDO联盟办公室或其他董事会指定的地点，保持记录所有董事会会议纪
695 要，如果适用，还包括记录所有董事会委员会的会议纪要；
- 696 • Ensure that all notices are duly given in accordance with the provisions of this Agreement
697 or as required by law;
- 698 • 确保所有发出的通知符合本协议要求并受到法律保护；
- 699 • Be custodian of the records of the FIDO Alliance;
- 700 • 保管FIDO联盟的记录；
- 701 • Ensure all Member Agreements accepted by the Board are counter-signed;
- 702 • 确保所有董事会接受的所有会员协议已会签；
- 703 • Maintain a Membership roster containing the name, email address and mailing address of
704 each and any Members; and
- 705 • 维护会员花名册，包括会员名称，电子邮件及每位会员的邮寄地址；
- 706 • Ensure all Working Group Scribes are recording meeting minutes in compliance with
707 procedures set forth by the Secretary
- 708 • 确保所有的工作组书记员根据秘书程序记录所有的会议纪要。

709 **4.3.6 Executive Director**

710 执行主任

711 The Executive Director of the FIDO Alliance agrees to perform such undertakings as are
712 necessary to manage the day-to-day needs of the FIDO Alliance, including:
713 执行主任执行如下任务以管理每天联盟的必要事务，包括：

- 714 • Scheduling and setting up meetings;
- 715 • 计划并准备会议；
- 716 • Chairing meetings of the Board;
- 717 • 主持董事会会议；
- 718 • Facilitating communication between Members, including providing timely notices of
719 meetings;
- 720 • 促进会员之间交流包括定期提醒会议通知；

- 721 • Providing Members with materials with respect to the activities of the FIDO Alliance as
 722 may be prepared by the Secretary or the Executive Director;
 723 • 向会员提供由秘书或执行主任准备的FIDO联盟活动相关材料;
 724 • Preside over plenary sessions of All Member Meetings;
 725 • 支持全体会员会议;
 726 • Shall act as the chief administrator of the corporation;
 727 • 担任公司的首席管理人员;
 728 • Receiving and processing membership agreements; and
 729 • 接受并处理会籍协议;
 730 • In general, performing all duties incident to the office of Executive Director and such
 731 other duties as may be required by law, by the Articles of Incorporation, by the Bylaws,
 732 by this Membership Agreement or which may be assigned to him or her from time to
 733 time by the Board.
 734 • 一般来说, 执行主任将执行所有办公室职责及所有由法律、协议所要求的以及任何
 735 董事会不时会安排的其他事项。

736 The Executive Director may engage third parties to undertake such activities, provided that the
 737 Executive Director enters into appropriate contracts protective of the FIDO Alliance, and ensures
 738 compliance with terms and conditions of this Agreement including confidentiality obligations.
 739 执行主任可以聘请第三方从事这些活动, 前提是执行主任应与FIDO联盟签订保护性合
 740 同, 并确保执行本协议所有条款, 包括保密条款。

741 **4.3.7 Nonliability of Delegates, Officers and Members**

742 **代表、官员和会员免责**

743 Delegates, Officers and Members with an employee serving as an officer or Delegate, and the
 744 employee serving as an officer, other member of the Executive Council or Delegate, shall not be
 745 liable for the debts, liabilities or other obligations of FIDO Alliance.
 746 代表、官员, 以及有雇员任职官员、代表的会员, 任职官员的员工、法律委员会或代表的
 747 其他会员, 都将不对FIDO联盟的债务及其他责任负责。

748 The FIDO Alliance will have and keep current a Directors and Officer's insurance policy with a
 749 minimum coverage level of as determined by the Board.
 750 FIDO联盟将一直为官员及执行委员办理保险, 保单的最小承保额由董事会决定。

751 **4.3.8 Removal, Resignation and Vacancies**

752 **免职、辞职和职位空缺**

753 The Board may remove any officer or other member of the Executive Council from his or her
 754 elected office or position, either with or without cause, at any time by a Supermajority Vote.
 755 Because an elected officer or other member of the Executive Council must be an employee of a
 756 Board Member of the FIDO Alliance, an elected officer or other member of the Executive
 757 Council shall automatically be removed if the Board Member terminates its membership in the

758 FIDO Alliance or if the representative serving as an elected officer or other member of the
759 Executive Council ceases to be an employee of the Board Member.
760 董事会可以免除任何官员或法律委员会会员的既选职务，无论何种原因，只要通过绝对多
761 数投票。因为既选官员或法律委员会会员必须是董事会会员的雇员，因此当该董事会会员
762 终止其在FIDO联盟中的会籍或法律委员会代表不再是董事会会员的雇员，他将被自动免
763 职。

764 Any officer or other member of the Executive Council may resign at any time by giving written
765 notice to the Board. Any such resignation shall take effect at the date of receipt of such notice or
766 at any later date specified therein, and, unless otherwise specified therein, the acceptance of such
767 resignation shall not be necessary to make it effective.
768 任何官员或法律委员会会员可随时向董事会书面提交辞职申请。此类辞职将在接到通知当
769 日或指定日期后生效，除特殊约定外，此类辞职无需同意便可生效。

770 Any vacancy caused by the death, resignation, removal, disqualification or otherwise, of any
771 officer, other member of the Executive Council or Chair shall be filled by the Board (or, in the
772 case of a Vice Chair, Scribe or Editor, the Working Group Chair) by election to complete the
773 term of the vacant position.
774 由死亡、辞职、免职、取消资格或其他原因引起的官员或法定委员或会员、主席空缺将由
775 董事会（或如果是副主席、书记员或编辑、工作组主席）通过选举进行补充，任期与空
776 缺位置相同。

777 **4.4 Working Groups**

778 **工作组**

779 All deliverables of the FIDO Alliance shall be developed by working groups (each, a “Working
780 Group”). Only Sponsor Member organizations and Board Member organizations may have full
781 participation rights in Working Groups. Government Member organizations may have all but
782 voting participation rights in Working Groups. Associate Member organizations may have all but
783 voting participation rights in Working Groups subject to the process described in Section 6.2.1.1
784 of this Agreement.

785 FIDO联盟的所有交付物都由工作组开发。仅有赞助商会员及董事会会员可全面参与工作
786 组。政府会员将拥有除投票权外的其他权利，准会员无投票权，可参与工作组中由6.2.1.1
787 定义的过程课题。

788 The Board shall appoint a Chair for each Working Group. Any Board Member representative is
789 eligible to serve as a Working Group Chair. The Working Group Chair will continue to serve at
790 the will of the Board or until the Chair resigns; there is no fixed term duration for a Chair.
791 董事会将为每个小组指定一位主席。任何董事会会员代表有权成为工作组主席。工作组主
792 席可按董事会意愿一直工作直到其辞职休，主席无固定担任期限。

793 Each Working Group Chair shall appoint a Vice Chair, a Scribe and at least one Editor (e.g., one
794 for each deliverable) for his/her Working Group. Each person chosen to fill each such position

795 will continue to serve at the will of the Chair or until he/she resigns; there is no fixed term
 796 duration for these positions.
 797 每位工作组主席有权为其工作组指定一位副主席、一位书记员和至少一位编辑（比如每个
 798 交付物一个编辑）。每个被选择的人将根据主席意愿工作直至退休，这些职位无固定担任
 799 期限。

800 A Working Group Chair may, at his/her discretion, invite any Member to become a Participant in
 801 the Working Group. Board and Sponsor Members may become Participants of any Working
 802 Group without such invitation, but Associate Members may only become Participants of a
 803 Working Group by means of this discretionary invitation process. If an Associate Member
 804 becomes a Participant of a Working Group it shall be known as an “invited Participant” in that
 805 Working Group. In accordance with Section 6.2.1.1, such invited Participant must first elect to
 806 be bound by the promise set forth in Section 6.2.1.1 with respect to such Working Group by
 807 providing written notice thereof to the Board. Thereafter such invited Participant shall have all
 808 rights and obligations in such Working Group as defined in Section 6.2 of this Agreement.
 809 工作组主席以其自由裁量权可邀请任何会员成为工作组参与者。董事会及赞助商会员可在
 810 无此邀请的情况下参加工作组，但准会员必须通过这样的邀请参加。若准会员成为工作组
 811 参与者，将被表示为“受邀参与者”，受邀参与者受到第6.2.1.1条规定的限制，且须向董事
 812 会提出书面申请。之后受邀参与者将拥有本协议6.2规定的所有权利和义务。

813 **4.4.1 Chartering a Working Group**

814 **向工作组颁发许可**

815 Any Sponsor Member may propose the chartering of a Working Group. Working Group
 816 formation requires a Supermajority Vote of the Board. A proposed Charter must be sent to the
 817 Board for approval. The Charter must be complete and contain at minimum the following
 818 information (organized by Charter Headings):
 819 任何赞助商会员可向工作组颁发许可。工作组成立需要董事会绝大多数投票通过。许可需
 820 发送给董事会进行批准，许可需完整并至少包含以下信息：

- 821 • Working Group Name
- 822 • 工作组名
- 823 • Proposed Chair, Vice Chair, Scribe, and Editor(s)
- 824 • 提名的主席、副主席、书记员、编辑
- 825 • Scope of work (and why that scope aligns with the Mission)
- 826 • 工作范围（以及为什么这个范围与使命一致）
- 827 • Description of each proposed Deliverable, by type (i.e. Specification, Requirements,
 828 and/or Other Publication), with a Specification description required for any Technical
 829 Working Group
- 830 • 根据类型描述每个拟议的交付项（如规范、要求或其他出版物），包含具有任何技
 831 术工作组所需的规格说明书
- 832 • Expected timeline for completion of work
- 833 • 预期完成每项工作的时间

- 834 • Any known dependencies on the FIDO Alliance resources and/or external developments
835 • 任何已知的FIDO联盟资源或外部事态发展
836 • For a Technical Working Group, a reference to the patent policy of Section 6.2 and a
837 statement that Specifications produced by the Technical Working Group will be
838 implementable on an RF basis, to the best ability of the Technical Working Group and
839 the FIDO Alliance.
840 • 对于技术工作组，参考第6.2节的专利政策以及技术工作组制定的规范将以RF为基
841 础，以技术工作组和FIDO联盟的最佳能力实施。

842 **4.4.2 Work Flow and Approval Criteria (by status type)**

843 **workflows与批准标准（按状态类型）**

844 Once the Board has approved the formation of a Working Group, all proposed deliverables shall
845 be managed to the following work flow:

846 当董事会批准工作组成立。所有的可交付项应按照详列工作流程进行管理：

847 **4.4.2.1 General Flow**

848 **一般流程**

849 Each Deliverable type (Specification, Requirements, and Other Publication) will proceed through
850 Pre-Draft, Working Draft and Review Draft status. Only Specification Deliverables will proceed
851 to Proposed Standard status.

852 每个可交付的类型（规范、要求和其他出版物）将会通过预草案、工作草案和草案审查等
853 状态进行。只有规范成果可变为执行草案及拟议标准状态。

854 **4.4.2.2 “Pre-Draft”**

855 **预草案**

856 Any Working Group participant may submit a proposed initial draft document as a candidate
857 “Working Draft” deliverable of the Working Group. The Chair shall acknowledge all such
858 submissions as “Pre-Draft” documents or deliverables (i.e. Specifications, Requirements
859 document, or Other Publication).

860 任何工作组会员可以提交预草案文档作为候选的工作组工作草案成果。主席将知晓所有提
861 交的预草案及其他成果（如规范、要求和其他出版物）。

862 **4.4.2.3 “Working Draft”**

863 **工作草案**

864 Pre-Draft documents must first be approved by Simple Majority Vote of the Working Group in
865 order to become “Working Draft” documents (i.e. Specifications, Requirements document, or
866 Other Publications). Once a document is accepted as the “Working Draft” deliverable for the
867 Working Group, it is administered by the Editor and becomes the basis for all going forward
868 work on that deliverable.

869 预草案首先由工作组简单多数投票通过才能变为工作草案文件（如规范、要求文件或其他
870 出版物）。当文件被作为工作组的工作草案接收时，编辑将对其进行管理并将该文件作为
871 所有后续工作的基础。

872 **4.4.2.4 “Review Draft”**

873 **审查草案**

874 Once a Working Group determines it has made an appropriate level of progress in achieving the
875 objectives for its deliverable as captured by its Charter, and the Working Group wants to share
876 the deliverable with all Members for review, the Working Group shall promote the document
877 from “Working Draft” to “Review Draft” status by a Supermajority Vote. All “Review Draft”
878 Deliverables must be sent to the Secretary by the Working Group Chair within 15 days of the
879 Supermajority vote. Once the Secretary confirms the process was followed correctly, the
880 Secretary shall provide notice to all Members of the document’s Review Draft status, which for
881 Specification Deliverables will include a Call for Exclusion and shall trigger a period for
882 exclusions under Section 6.3 for such Review Draft Specification.

883 当工作组认为其所做的工作已达到成立小组目的的某一阶段，且工作组想要与所有会员共
884 享成果以便审查，工作组将通过绝对多数投票把文件从“工作草案”推进到“审查草
885 案”。所有的“审查草案”需在绝对多数投票后 15日内由工作组主席发送给秘书处。一旦
886 秘书确认流程正确后，秘书应将文件审查草案状态向所有成员通知，其中规范可交付成果
887 将包括排除要求，并应根据第6.3节触发此类审查草案规范的排除期限。

888 **4.4.2.5 “Proposed Standard Specification”**

889 **拟议标准规范**

890 Proposed Standard status applies only to Specifications. Some deliverables will be Specifications
891 intended for submission to an external standards development organization such as the IETF,
892 and/or intended for implementation by non-Members. Only Proposed Standard Specifications are
893 candidates for implementation by non-Members or submission to external standards development
894 organizations. After completion of the relevant time periods after a Call for Exclusion for a
895 Review Draft Specification, the responsible Technical Working Group shall decide whether the
896 deliverable needs further development or is ready to advance to a Proposed Standard. If the
897 Review Draft Specification is deemed a candidate to become a Proposed Standard Specification
898 by the Technical Working Group and no substantive changes have been made to the Review
899 Draft Specification, the Technical Working Group Chair shall make that recommendation to the
900 Board. The Board shall vote on the Working Group’s recommendation within 45 days. Approval
901 by the Board requires a Full Supermajority Vote of the Board. Once a Proposed Standard
902 Specification is approved by the Board, the Secretary shall so notify all Members. Any Proposed
903 Standard Specification may be submitted to the IETF or other standards development
904 organization, with appropriate IPR grants, by a Full Supermajority Vote of the Board.

905 拟议标准状态仅适用于规范。某些可交付成果将是拟提交给外部标准开发组织如IETF的规
906 范和（或）有意让非会员也执行的规范。只有拟议标准规范可以由非会员实施或提交给外
907 部标准开发组织。在要求排除审查草案规范后的相关时间段结束后，负责的技术工作组应

908 决定可交付成果是否需要进一步开发或准备好提高到拟议标准。如果技术工作组将审查规
 909 范草案视为候选标准规范，且审查规范草案未作实质性修改，则技术工作组主席应向理事
 910 会提出该建议。董事会应在45天内对工作组的建议进行投票。董事会的批准需要获得董事
 911 会的绝对多数票。一旦拟议的标准规范经董事会批准，秘书应通知所有成员。经董事会绝
 912 对多数票通过并经适当的知识产权许可，任何拟议标准规格可以向IETF或其他标准开发组
 913 组织提交。

914 **4.4.2.6 Publishing FIDO Alliance Deliverables**

915 **发布FIDO联盟交付物**

916 The Board may approve the publication or sharing of any FIDO Alliance Deliverable, e.g.
 917 Specifications, Requirements, or Other Publications, with non-Members by means of a
 918 Supermajority Vote of the Board, at any time, regardless of the status of the document. The
 919 Board must take care to disclose any Essential Claims for which the Board has received an
 920 exclusion according to Section 6.3 and any Disclosure Statements pertaining to a Proposed
 921 Standard Specification deliverable at the time it is shared with non-Members.
 922 董事会可发布或共享任何FIDO联盟交付物，如规范、要求或其他出版物，再通过董事会
 923 绝大多数投票，任何时间任何状态的文件均可发布。董事会必须注意披露已收到的第6.3
 924 节规定的排除条款的任何基本索赔，以及与非成员共享时可交付的拟议标准规范相关的任
 925 何披露声明。

926 **4.4.2.7 Publishing Translations**

927 **翻译版发布**

928 The Working Group that approved a given Publication may approve the publication of any
 929 Translation of that Publication after that Publication has been approved for publication by the
 930 Board.

931 批准给定出版物的工作组可以在理事会批准该出版物的出版后批准该出版物的任何翻译。

932 **4.4.3 Notifications and Electronic Voting**

933 **通知和电子投票**

934 Chairs are responsible for issuing all notifications of meetings and votes of their Working Group,
 935 within the following minimum criteria:

936 主席负责发布所有的会议通知及工作组投票，并满足以下最低标准：

- 937 • In-person meetings require 30 days notice, unless overridden by the Board.
- 938 • 个人出席会议要求30天内通知，除非由董事会否决。
- 939 • Teleconference meetings require 7 calendar days notice (this only applies to the first
 940 meeting of a notification of recurring meetings), unless overridden by the Board.
- 941 • 电话会议要求7个日历日通知(仅适用于连续会议的首次会议)，除非由董事会否
 942 决。

- 943 • Electronic votes require no advance notice but must include a clear ballot with only “yes”
 944 and “no” options, and must remain open for no less than 7 calendar days. All electronic
 945 votes are considered to have achieved Quorum as long as their ballot is sent to the official
 946 mailing list of the Working Group.
- 947 • 电子投票不需要提前通知，但必须包含明确的是否选项，至少在7个日历日内保持
 948 开放，所有的电子投票只要发送到工作组官方电邮列表就被认为是有效票。
- 949 • The Board may override any notification requirement upon unanimous consent of all then
 950 current Delegates.
- 951 • 如需改变任何通知要求，董事会需要取得当前的所有代表一致同意。

952 The Secretary is responsible for issuing all notifications of meetings and votes for the Board and
 953 the Membership Plenary, within the following minimum criteria:

954 秘书处负责发布所有的会议通知、董事会投票和全体会员会议，应依据以下最低标准：

- 955 • In-person meetings require 30 days notice, unless overridden by the Board.
 956 • 个人出席会议要求30天内通知，除非由董事会否决。
- 957 • Teleconference meetings require 7 calendar days notice (this only applies to the first
 958 meeting of a notification of recurring meetings), unless overridden by the Board.
- 959 • 电话会议要求7个日历日通知(仅适用于连续会议的首次会议)，除非由董事会否
 960 决。
- 961 • Electronic votes require no advance notice but must include a clear ballot with only “yes”
 962 and “no” options, and must remain open for 7 calendar days. All electronic votes are
 963 considered to have achieved Quorum as long as their ballot is sent to the official mailing
 964 list of the Board.
- 965 • 电子投票不需要提前通知，但必须包含明确的是否选项，至少在7个日历日内保持
 966 开放，所有的电子投票只要发送到董事会官方电邮列表就被认为是有效票。
- 967 • The Board may override any notification requirement upon unanimous consent of all then
 968 current Delegates.
- 969 • 如需改变任何通知要求，董事会需要取得当前的所有代表一致同意。

970 **4.4.4 Liaisons**

971 **联络员**

972 A Working Group may ask the Board to approve a liaison relationship with any membership
 973 organization the Working Group determines would improve the quality of its work, but for any
 974 reason cannot join FIDO Alliance directly. The Board is authorized to draft appropriate terms of
 975 the agreement that would grant the liaison organization access to FIDO Alliance draft
 976 deliverables, meeting attendance rights, and even mailing list subscriptions as long as
 977 appropriate measures are taken to honor the IPR provisions of this Agreement.

978 工作组可以要求董事会批准与任意一个会员建立联络关系，如果工作组认为能提高工作
 979 质量，但因为某种原因联络机构不能直接加入FIDO联盟。董事会将被授权草拟协议适用

980 条款，允许联络机构参与FIDO联盟草拟成果，参加会议，只要采取一定措施后能满足本
981 协议知识产权的要求，甚至可以向其寄出规范。

982 **4.4.5 Chairs, Vice Chairs, Scribes, and Editors**

983 主席、副主席、书记员和编辑

984 **4.4.5.1 Working Group Chairs**

985 工作组主席

986 Only representatives from Board Member organizations may serve as Working Group Chairs.
987 The Chair of each Working Group is responsible for facilitating the effective collaboration of that
988 Working Group, in compliance with the governance procedures of this Agreement, including
989 calling meetings, presiding over meetings, and conducting deliberations in a collegial manner. In
990 the absence of a Scribe, the Chair is responsible to either perform the duties of the Scribe or find a
991 suitable volunteer to do so.

992 仅董事会会员代表可以担任工作组主席。每个工作组的主席负责本小组的活动，根据本协议
993 的监管要求进行活动，包括组织会议，管理，主持会议，并以学院的方式进行审议，当
994 书记员缺少时，主席负责执行此职责，或找到适合的志愿者做这项工作。

995 **4.4.5.2 Working Group Vice Chairs**

996 工作组副主席

997 The Vice Chair supports the Chair and services the place of the Chair at any time the Chair is
998 absent or unable or unwilling to act.

999 副主席应支持主席工作并在主席缺位或不能完成工作时以主席身份完成工作。

1000 **4.4.5.3 Working Group Scribes**

1001 工作组书记员

1002 The Scribe is responsible for maintaining the procedural records of the Working Group, in
1003 compliance with this Agreement and guidelines set forth by the Secretary.
1004 书记员负责记录工作组的程序性记录，以满足本协议及秘书处的指导意见。

1005 **4.4.5.4 Working Group Editors**

1006 工作组编辑

1007 The editor shall maintain any Specification, Requirements document, or Other Publications
1008 assigned to him or her by the Chair and in compliance with the provisions of this Agreement and
1009 any version control and change management procedures set forth by the Board. In the case of a
1010 Specification, the Editor may also be responsible for executing the submission to the IETF upon
1011 authorization by the Board.

1012 编辑将保留由主席派发给他的任何的规范、要求、或其他出版品以满足本协议要求和董事
1013 会的控制变更程序要求。在规范中，编辑也应当根据董事会的授权完成提交至IETF的工
1014 作。

1015 **4.4.5.5 Removal, Resignation and Vacancies within Working Groups** 1016 **工作组免职、辞职和空缺**

1017 An appointed Chair, Vice Chair, Scribe or Editor shall automatically be removed if the Member
1018 terminates its membership in the FIDO Alliance -- in the case of a Chair, if a Chair downgrades
1019 from Board Member -- or if the representative ceases to be an employee of the Member.
1020 若会员终止FIDO联盟会员资格，那么其任命的主席、副主席、书记员或编辑将被自动免
1021 职。对主席而言，若主席所属单位不再是董事会会员，其也将被自动免职，或者当该代表
1022 不再是会员雇员时，其也将被自动免职。

1023 Any Chair may resign at any time by giving written notice to the Board. Any Vice Chair, Editor,
1024 or Scribe may resign at any time by giving written notice to the Chair who appointed them. Any
1025 such resignation shall take effect at the date of receipt of such notice or at any later date specified
1026 therein, and, unless otherwise specified therein, the acceptance of such resignation shall not be
1027 necessary to make it effective.

1028 任何主席在书面通知董事会后可以随时辞职，任何副主席、编辑或书记员通过对其任命的
1029 主席发送书面通知可以随时辞职。辞职通知将从收到之日起或指定的日期之后开始生效，
1030 无需接受即可生效。

1031 Any vacancy caused by the death, resignation, removal, disqualification or otherwise, of any
1032 officer or Chair shall be filled by the Board (or, in the case of a Vice Chair, Scribe or Editor, the
1033 Working Group Chair).

1034 因死亡，辞职，免职，不符合要求或其他原因导致的官员或主席空缺应由董事会填补（如
1035 副主席 书记员 编辑 工作组主席）。

1036 **4.4.6 Withdrawal from a Working Group** 1037 **撤出工作组**

1038 Any Member shall be permitted to withdraw from a particular Working Group at any time by
1039 giving written notice of its intent to terminate its participation in such Working Group. Upon
1040 any such withdrawal, Sections 5 and 6 will survive such withdrawal with respect to Specifications
1041 developed by such Working Group. If, after the date, a Related Entity of the Signatory ceases to
1042 be Controlled by or under common Control with the Signatory, such Related Entity shall be
1043 permitted to withdraw from a particular Working Group at any time after the date on which such
1044 Related Entity ceases to be Controlled by or under common Control with the Signatory by giving
1045 written notice of its intent to terminate its participation in such Working Group. Upon any such
1046 withdrawal by a Related Entity, such Related Entity's obligations under Sections 5 and 6 will
1047 survive such withdrawal with respect to Specifications developed by such Working Group,
1048 provided that the Related Entity's promise under Section 6.2.1.1 shall only apply to those

1049 Specifications that were accepted by such Working Group as an Implementation Draft (or later)
1050 on or before the effective date of such withdrawal.
1051 通过发送表示其意图终止参与某一工作组工作的书面通知，任何会员可以在任何时间从该
1052 工作组退出。在这种撤出情况下，对于该工作组开发的规范，本协议第5、6部分将继续对
1053 该会员有效。如果在成立日期之后，签字方的相关实体不再被控制或与签署方共同控制，
1054 通过发送表示其意图终止参与某一工作组工作的书面通知，这种相关实体可以在不再被控
1055 制或与签署方共同控制之后的任何时间从该工作组退出。在这种撤出情况下，对于该工作
1056 组开发的规范，这种相关实体的在本协议第5和6部分的义务不变，前提是该相关的实体根
1057 据第6.2.1.1条做出的承诺只适用于那些此类撤回生效日期之前（或之后）被工作组接受作
1058 为执行草案的规范。

1059 **4.5 Controlling Documents**

1060 **控制文件**

1061 The governing documents of the conduct of the FIDO Alliance shall be, in order of supremacy, its
1062 Articles of Incorporation, its Bylaws, the most recent versions of this Agreement and any other
1063 Policy Document as approved by the Board and published on the Membership portion of the
1064 FIDO Alliance website.

1065 FIDO联盟的管理文件，根据效力等级，依次包括联盟的章程、规章制度及最新版协议和
1066 被联盟董事会批准并发布于FIDO联盟网站上的其他政策性文件。

1067 Where the above documents do not specifically address an issue, then the most recently published
1068 version of Roberts Rules of Order shall be the controlling document.

1069 对于以上文件并未解决的问题，将按照最新发布的罗伯茨规则处理。

1070 **5 Handling Confidential Information**

1071 **机密信息处理**

1072 **5.1 General Principle**

1073 **一般原则**

1074 As a general principle, no Member wishes to receive from any other Member under this
1075 Agreement any information which the disclosing Member considers to be confidential; however,
1076 the Members do wish to allow the work of the FIDO Alliance to proceed in a constructive manner
1077 under conditions which promote candid and open discussions.

1078 作为一般原则，没有会员希望依据本协议从其他会员处获取该披露会员认为是机密信息的
1079 信息；然而，会员希望FIDO联盟以建设性方式进行坦诚而公开的讨论工作。

1080 **5.2 Degree of Care**

1081 **关注程度**

1082 Unless and until Confidential Information is made available to the public through the processes
1083 set forth herein or established by the Board, each Member (except the owner or authorized
1084 licensor) shall use the same degree of care and discretion it uses to avoid disclosure of its own
1085 confidential information to not disclose such Confidential Information to any entity or person
1086 who is not a Member engaged in the activities for which such Confidential Information was
1087 provided.
1088 除非由董事会所确立的规程可以将机密信息向公众公开，每个会员（除去拥有者和授权
1089 者）将以其对待自身机密信息同等的关注和注意义务对此类保密信息保密，以避免将机
1090 密信息披露给任何实体或个人（不属于参与产生该保密信息的会员）。

1091 **5.3 Term of Obligation**

1092 **义务条款**

1093 The obligation of confidentiality set forth in this Section 5 shall expire three (3) years from the
1094 date the Confidential Information is first disclosed to the Member, and shall not apply to any
1095 information which: (i) is or becomes publicly available other than by the Member's breach of a
1096 duty; (ii) is rightfully received from a third party without any obligation of confidentiality; (iii) is
1097 rightfully known by the Member without any limitation on disclosure prior to its receipt; (iv) is
1098 independently developed by a Member or the FIDO Alliance without use of the Confidential
1099 Information; or (v) is released for disclosure by the Member with the disclosing party's written
1100 consent.

1101 根据第5部分约定的保密义务将自首次披露给会员之日起3年期满，以下信息除外：（i）非
1102 因会员违约行为导致该信息公开的（ii）该信息来自于无保密义务的第三方（iii）会员在
1103 获取该信息时不受任何披露限制的（iv）未使用该保密信息而由会员或FIDO联盟独立开发
1104 的；或者（v）经披露方书面同意由会员披露或发布的信息。

1105 **5.4 Not Prohibited Disclosures**

1106 **不禁止披露**

1107 Disclosure of Confidential Information is not prohibited if prior notice is given to its owner and if
1108 such disclosure is (a) compelled pursuant to a legal proceeding or (b) otherwise required by law;
1109 provided, however, that prior to disclosing Confidential Information the party proposing to make
1110 such disclosure shall first make a reasonable effort to obtain a protective order or to inform the
1111 owner of the Confidential Information in such time and manner as to allow it a reasonable
1112 opportunity to seek such an order.

1113 机密信息的披露将不被禁止，如果已经事先通知信息的所有人并且这种披露是（a）法律
1114 程序所强制要求的或（b）法律规定披露的，然而，其前提是该披露方在披露机密信息前
1115 应当已经首先做出合理的努力获取保护令，或在一定时间内以一定的方式通知了信息的所
1116 有人，使其有合理的机会寻求这种保护令。

1117 **5.5 Permitted Use**

1118 **使用许可**

1119 Each Member shall be free to use any ideas, concepts, know-how and techniques contained in
1120 Confidential Information disclosed to it, for any purpose in furtherance of the goals of the FIDO
1121 Alliance including, for example and without limitation, the development of commercial products
1122 or services intended for use in conjunction with compliant implementations of a Proposed
1123 Standard Specification in its entirety. It is understood that receipt of Confidential Information
1124 under this Agreement will not create any obligation in any way limiting or restricting the
1125 assignment and/or reassignment of any Member employees.

1126 每一会员应自由地使用包含在向其披露的保密信息中的任何想法、概念、技术诀窍和技
1127 术，以推进FIDO联盟下列目标的实现，包括，例如，但不限于，开发采用了拟议标准规
1128 范或与其兼容的作为整体的商业产品或服务。协议各方理解收到本协议项下的机密信息不
1129 会以任何方式限制或禁止任何会员雇员转让和/或重新转让。

1130 **5.6 Residuals**

1131 **遗留物**

1132 Notwithstanding anything to the contrary herein, any Member shall be free to use the residuals of
1133 Confidential Information for any purpose including use in the development, manufacture,
1134 marketing and maintenance of its products and services, subject only to the obligations herein
1135 with respect to disclosure of such Confidential Information. The term “residuals” means that
1136 Confidential Information in nontangible form, which may be retained in the memories of
1137 individuals who have had rightful access to such Confidential Information under this provision of
1138 this Agreement and who do not recall at the time of such use that the information used was
1139 derived from the Confidential Information provided by another Member. It is understood that
1140 receipt of Confidential Information under this Agreement shall not create any obligation in any
1141 way limiting or restricting the assignment and/or reassignment of any employees of a Member
1142 within Member’s organization. However, this Section 5.6 shall not be deemed to grant to any
1143 party a license under the other party’s copyrights or patents.

1144 即使有与此相反的约定，任何会员应有权为包括用于开发、制造、营销和维护产品和服务
1145 等任何原因免费使用保密信息的遗留物，只要其遵守该保密信息的保密义务。“遗留物”
1146 一语是指无形形式的保密信息，可能会保留在有权根据本协议合法获得这种机密信息的个
1147 人的记忆中的此类机密信息，且该个人在使用该保密信息时不能回忆起该信息来自于其他
1148 会员提供的保密信息。协议各方理解收到本协议项下的机密信息不会以任何方式限制或禁
1149 止任何会员雇员转让和/或重新转让。然而，本协议5.6条内容不能视为授权任何一方另一
1150 方的版权或专利许可。

1151 **6 Intellectual Property Rights Policy**

1152 **知识产权政策**

1153 By executing this Agreement, Signatory is agreeing to the following intellectual property rights,
1154 obligations and other terms of this Section 6 for all Deliverables developed within the FIDO
1155 Alliance subject to the exclusion provisions specified hereafter.

1156 签署本协议意味着签署方同意对于FIDO联盟框架内开发的所有可交付物将遵守以下知识
1157 产权权利、义务以及本章（第六章）规定的其他条款的约定，上述约定受到退出条款的限
1158 制。

1159 **6.1 Copyright Grant to FIDO Alliance**

1160 **FIDO联盟被赋予的版权**

1161 The Signatory grants to the FIDO Alliance and to each Participant a perpetual (for the duration of
1162 the applicable copyright), worldwide, non-exclusive, no-charge, royalty-free, copyright license,
1163 without any obligation for accounting to the Signatory, to reproduce, prepare derivative works of,
1164 publicly display, publicly perform, sublicense, and distribute, any FIDO Alliance Specification,
1165 Requirements document, or Other Publication to the full extent of the Signatory's copyright
1166 interest in the Signatory's Contribution to that Specification, Requirements document, or Other
1167 Publication. To the extent possible the FIDO Alliance shall own all copyright rights in all
1168 Deliverables and Policy Documents.

1169 签署方授予FIDO联盟与每个参与者一个永久的（在适用的版权保护期内），全球性，非
1170 排他性的，不收费，免版税的版权许可，而无需对签署方承担任何义务，以复制，制作衍
1171 生作品，公开展示，公开执行，分许可和分发任何FIDO联盟规范、需求文档、或其他出
1172 版物，该许可以签署方为该规范、需求文档、或其他出版物提交的投稿的版权利益为限。
1173 在FIDO联盟有权享有全部交付物和政策文件的所有版权的范围内有效。

1174 **6.2 Patent Policy and Overview**

1175 **专利政策及概述**

1176 This patent policy describes:

1177 本专利政策描述：

- 1178 1. licensing obligations that Technical Working Group Participants will undertake as a
1179 condition of Technical Working Group participation, along with means of excluding
1180 specific patents from those obligations,
1181 作为技术工作组参与的条件，技术工作组参与方将承担的许可义务，以及从这些义
1182 务中排除特定专利的方式，
- 1183 2. disclosure rules for Members, and
1184 会员的披露规则
- 1185 3. an exception handling process for situations in which the Royalty-Free status of a
1186 specification comes under question.
1187 规范的免版税状态受到质疑时的异常处理过程。

1188 **6.2.1 Licensing Obligations of Technical Working Group Participants**

1189 **技术工作组参与者的许可义务**

1190 The following obligations shall apply to all Participants in Technical Working Groups. These
1191 obligations will be referenced from each Technical Working Group charter and calls for
1192 participation in a Technical Working Group.

1193 下列义务应适用于技术工作组的所有与会者。这些义务将参照每个技术工作组章程，并要
1194 求参加一个技术工作组。

1195 **6.2.1.1 RF Licensing Requirements for All Technical Working Group** 1196 **Participants – The Promise**

1197 所有技术工作组参与者的RF许可要求–承诺

1198 As a condition of participating in a Technical Working Group, each Participant shall agree to
1199 make available under RF Licensing Requirements any Essential Claims related to the work of that
1200 particular Technical Working Group. This requirement includes Essential Claims that the
1201 Participant owns and any that the Participant has the right to license without obligation of
1202 payment or other consideration to an unrelated third party. With the exception of the provisions of
1203 Section 6.3 below, RF licensing obligations made concerning the work of the particular Technical
1204 Working Group and described in this Section 6.2 are binding on Participants for the life of the
1205 patents in question and encumber the patents containing Essential Claims, regardless of changes
1206 in participation status or FIDO Alliance Membership.

1207 作为参加技术工作组的条件，每个参与者均应同意根据RF许可要求提供与该特定技术工作
1208 组的工作有关的任何基本主张。该要求包括参与者拥有的基本主张，以及参与者有权许可
1209 的任何权利，而无需向无关的第三方支付付款或其他对价。除以下第6.3节的规定外，针
1210 对特定技术工作组的工作做出的RF许可义务（在第6.2节中进行了描述）对所涉及专利的
1211 生命周期内的参与者具有约束力，并妨碍包含基本权利要求的专利，不论参与状态或
1212 FIDO联盟成员资格如何变化。

1213 **6.2.1.2 Limitation on Licensing Requirement for Non-Participating Members** 1214 **非参与成员的许可要求限制**

1215 Only the affirmative act of joining a Technical Working Group, or otherwise agreeing to the
1216 licensing terms described here, will obligate a Member to the RF licensing commitments. Mere
1217 Membership in FIDO Alliance alone, without other factors, does not give rise to the RF licensing
1218 obligation under this Section 6.2.

1219 只有加入技术工作组或以其他方式同意此处所述的许可条款的肯定行为，才使成员有义务
1220 遵守RF许可承诺。仅凭FIDO联盟的会员资格，没有其他因素，就不会产生本6.2条规定的
1221 RF许可义务。

1222 **6.2.1.3 Licensing Commitments in Contributions** 1223 **贡献中的许可承诺**

1224 At the time a Member Contribution is made, all Contributors and any others who provide patent
1225 licenses associated with the submitted document must indicate whether or not each entity
1226 (Contributors and other licensors) will offer a license according to the RF Licensing
1227 Requirements for any portion of the Member Contribution that is subsequently incorporated in a
1228 Proposed Standard Specification. The FIDO Alliance may acknowledge the Member

1229 Contribution if the answer to the licensing commitment is either affirmative or negative, and shall
1230 not acknowledge the Member Contribution if no response is provided.

1231 在会员供稿时，所有贡献者和提供与提交的文件相关的专利许可的任何其他人必须说明每
1232 个实体（贡献者和其他许可者）是否将根据RF许可要求提供许可，用于随后并入提议标准
1233 的成员贡献的任何部分规范。如果对许可承诺的答复是肯定或否定的，FIDO联盟可以承
1234 认成员的贡献，如果没有答复，则不承认成员的贡献。

1235 **6.2.1.4 Note on Licensing Commitments for Invited Experts**

1236 关于特邀专家许可证承诺的说明

1237 Invited experts participate in Technical Working Groups in their individual capacity. An invited
1238 expert is only obliged to license those claims over which s/he exercises control.

1239 受邀专家以个人身份参加技术工作组。受邀专家仅有义务对其行使控制权的要求进行许
1240 可。

1241 **6.2.1.5 Technical Working Group License.**

1242 技术工作许可

1243 For each Technical Working Group in which one or more Bound Entities participates, each
1244 Bound Entity, on behalf of itself and its successors in interest and assigns, grants to Participants
1245 in such Technical Working Group a no charge, royalty free license to such Bound Entity's
1246 Essential Claims, where such license applies only to those Essential Claims infringed by the
1247 implementation of a Working Draft Specification or Review Draft Specification associated with
1248 such Technical Working Group, for this Section 6.2.1.5 Essential Claims being based on such
1249 Working Draft Specification or Review Draft Specification as if it were a Proposed Standard
1250 Specification, solely for Participant's assistance in the development of a) a Proposed Standard
1251 Specification associated with such Technical Working Group or b) later implementations of such
1252 Proposed Standard Specification, and subject to the terms and conditions of this Agreement. The
1253 license granted pursuant to this Section 6.2.1.5 shall not include the right to import, sell or offer
1254 for sale any implementation of a Specification.

1255 对于一个或多个受约束实体参与的每个技术工作组，每个受约束实体代表其自身及其利益
1256 继承人和受让人，向该技术工作组的参与者授予该受约束实体基本权利要求的免费、免版
1257 税的许可，前提是该许可仅适用于那些基本权利要求因实施与该技术工作组相关的工作草
1258 案规范或审查草案规范而受到侵犯。对于6.2.1.5节而言，基本权利要求是基于该工作草
1259 案规范或审查草案规范的，如同它是拟议的标准规范一样，仅为参与方协助制定a)与该
1260 技术工作组相关的拟议标准规范，或b)该拟议标准规范的后续实施，并遵守本协议的条
1261 款和条件。根据第6.2.1.5节授予的许可证不包括进口、销售或要约销售任何实施规范的
1262 权利。

1263 **6.3 Exclusion from RF Licensing Requirements**

1264 RF许可要求中的排除项

1265 Under the following conditions, Technical Working Group Participants may exclude specifically
1266 identified and disclosed Essential Claims from the overall RF Licensing Requirements:
1267 在下列条件下，技术工作组成员可将具体确定和披露的基本权利要求从总体RF许可要求中
1268 排除：

1269 **6.3.1 Exclusion with Continued Participation**

1270 **继续参与排除**

1271 Specific Essential Claims may be excluded from the RF Licensing Requirements by a Participant
1272 who seeks to remain in the Technical Working Group only if that Participant indicates its refusal
1273 to license specific claims no later than 90 days after the publication of a Review Draft
1274 Specification and its Call for Exclusion by specifically disclosing Essential Claims that will not
1275 be licensed on RF terms. A Participant who excludes Essential Claims may continue to
1276 participate in the Technical Working Group.
1277 只有当某一参与方在不迟于审查草案规范公布后90天内表明其拒绝许可特定权利要求，并
1278 通过明确披露其要求排除在外时，寻求留在技术工作组的该参与方才可将特定的基本权利
1279 要求排除在RF许可要求之外不按RF条款许可的基本权利要求。排除基本权利要求的参与
1280 方可继续参加技术工作组。

1281 **6.3.2 Exclusion and Resignation from the Technical Working Group**

1282 **技术工作组的退出和排除**

1283 A Participant may resign from the Technical Working Group within 90 days after the publication
1284 of a Review Draft Specification and its Call for Exclusion and be excused from all licensing
1285 commitments arising out of Technical Working Group participation as to that Review Draft
1286 Specification.
1287 参与方可在技术工作组发布审查草案规范及其排除要求后90天内辞职，并免除因技术工作
1288 组参与审查草案规范而产生的所有许可承诺。

1289 If a Participant leaves the Technical Working Group later than 90 days after the publication of a
1290 Review Draft Specification and its Call for Exclusion, that Participant is only bound to license
1291 Essential Claims based on subject matter contained in the latest Review Draft Specification
1292 published before the Participant resigned from the Technical Working Group.
1293 如果参与方在技术工作组公布审查规范草案及其排除请求后90天内离开技术工作组，该参
1294 与方仅有义务根据参与方从技术工作组辞职前公布的最新审查规范草案中所包含的主题对
1295 基本权利要求进行许可。

1296 The Participant follows the same procedures specified in this Section 6.3 for excluding claims in
1297 issued patents, published applications, and unpublished applications. Participants resigning from
1298 a Technical Working Group are still subject to all disclosure obligations described in Section 6.4.
1299 参与者遵循第6.3节中规定的相同程序，排除已发布专利、已发布申请和未发布申请中的权
1300 利要求。从技术工作组辞职的参与者仍须遵守第6.4节所述的所有披露义务。

1301 6.3.3 Joining an Already Established Technical Working Group**1302 加入已经建立的技术工作组**

1303 Participants who join a Technical Working Group more than 90 days after the publication of a
1304 Review Draft Specification must exclude Essential Claims covered in the Review Draft
1305 Specification upon joining the Working Group, except that if the Participant has been a Member
1306 of the FIDO Alliance less than 150 days, that Participant shall have 60 days from joining the
1307 Technical Working Group to exclude Essential Claims in the latest Review Draft Specification.
1308 在审查规范草案发布90天以后加入技术工作组的参加者，在加入工作组后必须排除审稿规
1309 范中涵盖的基本要求，但如果参与者加入FIDO联盟不满150天，则该参与方应有60天的时
1310 间加入技术工作组，以排除最新审查规范草案中的基本权利要求。

1311 6.3.4 Exclusion Procedures for Pending, Unpublished Patent Applications**1312 待审未公开专利申请的排除程序**

1313 Any exclusion of an Essential Claim in an unpublished application must provide either:

1314 在未发布的应用程序中对基本声明的任何排除必须提供以下任一条件：

- 1315 1. the text of the filed application; or
1316 提交申请的文本；
- 1317 2. identification of the specific part(s) of the Specification whose implementation makes the
1318 excluded claim essential.
1319 标识规范的特定部分，其实现使排除的权利要求至关重要。

1320 If option 2 is chosen, the effect of the exclusion will be limited to the identified part(s) of the
1321 Specification.

1322 如果选择了选项2，则排除的影响将限于规范中已标识的部分。

1323 6.3.5 Exclusion Mechanics**1324 排除机制**

1325 A Call for Exclusion will be issued by the Secretary indicating the relevant documents against
1326 which Participants must make exclusion statements as well as precise dates and deadlines for
1327 making any exclusions. In case there is any dispute about the dates for exclusion, the dates
1328 indicated in the Call for Exclusion are controlling. The Call for Exclusion will be sent to the
1329 Technical Working Group mailing list and the Primary Representatives of all Members
1330 participating in the Technical Working Group. In the event that a Technical Working Group
1331 issues more than one Proposed Standard Specification, the exclusion procedure will be employed
1332 for each series of documents individually.

1333 秘书处将发出排除通知，说明参与者必须根据哪些相关文件作出排除声明，以及作出任何
1334 排除的确切日期和最后期限。如果对排除日期有任何争议，则以排除请求中指定的日期为
1335 准。排除请求将发送到技术工作组的邮件列表和参加技术工作组的所有成员的主要代表。
1336 如果一个技术工作组发布了不止一个建议的标准规范，则将对每一系列文件单独采用排除
1337 程序。

1338 **6.4 Disclosure**

1339 **披露**

1340 **6.4.1 Disclosure Requirements**

1341 **披露要求**

1342 Disclosure is required when both of the following are true:

1343 如果同时满足以下两个条件，则必须进行披露：

- 1344 1. an individual in a Member organization receives a disclosure request as described in
1345 Section 6.4.3; and
1346 成员组织中的个人收到第6.4.3节所述的披露请求；并且
1347 2. that individual has actual knowledge of a patent which the individual believes contains
1348 Essential Claim(s) with respect to the Specification for which disclosure is requested.
1349 该个人对其认为包含与要求披露的说明书有关的基本权利要求的专利具有实际知识
1350 产权。

1351 Anyone in a Member who receives a disclosure request and who has such knowledge must
1352 inform that Primary Representative. Where disclosure is required, the Primary Representative
1353 will do so.

1354 任何成员中收到披露请求且知道该信息的人必须通知该主要代表。如果需要披露，首席代
1355 表将进行披露。

1356 **6.4.2 Disclosure Exemption**

1357 **披露豁免**

1358 The disclosure obligation as to a particular claim is satisfied if the holder of the claim has made a
1359 commitment to license that claim under RF Licensing Requirements and the claim is no longer
1360 subject to exclusion under Section 6.3. An Essential Claim is no longer subject to exclusion if a
1361 patent holder has affirmatively agreed to license the Essential Claim (effectively waiving its right
1362 to exclude such patent under Section 6.3) or if the relevant exclusion period under Section 6.3 has
1363 lapsed.

1364 如果特定权利要求的持有人已承诺根据RF许可要求对该索赔进行许可，并且该索赔不再受
1365 第6.3节规定的排除的限制，则满足特定索赔的披露义务。如果专利持有人已明确同意许可
1366 基本权利要求（实际上放弃了其根据第6.3节排除该专利的权利），或者如果第6.3节规定
1367 的相关排除期已过，则基本权利要求不再受排除的限制。

1368 **6.4.3 Disclosure Requests**

1369 **披露请求**

1370 Separate requests may be issued by the FIDO Alliance to any party suspected of having
1371 knowledge of Essential Claims. Such disclosure requests will instruct the recipient to respond
1372 through their Primary Representative (in the case of Members) or a FIDO Alliance contact (in the
1373 case of non-Members). Disclosure requests other than those that appear in the Specification itself

1374 should be directed to the Primary Representative. Disclosure requests will provide administrative
1375 details for making disclosures.

1376 FIDO联盟可向涉嫌了解基本要求的任何一方发出单独的请求。此类披露请求将指示接收
1377 者通过其主要代表（如为成员）或FIDO联盟联系人（如为非成员）作出回应。除规范本
1378 身中出现的披露请求外，其他披露请求应直接提交给主要代表。披露请求将为披露提供管
1379 理细节。

1380 **6.4.4 Disclosure Contents**

1381 **披露内容**

1382 Disclosure Statements must include:

1383 披露声明必须包括

- 1384 1. the patent number, but need not mention specific claims
1385 专利号，但无需提及具体权利要求
- 1386 2. the Technical Working Group and/or Proposed Standard Specification to which it applies
1387 适用的技术工作组和/或提议的标准规范

1388 **6.4.5 Disclosure of Laid-Open or Published Applications**

1389 **公开或公开申请的披露**

1390 In the case of laid-open or published applications, the Member's good faith disclosure obligation
1391 extends to unpublished amended and/or added claims that have been allowed by relevant legal
1392 authorities and that the Member believes to be Essential Claims. To satisfy the disclosure
1393 obligation for such claims, the Member shall either:

1394 在公开或公布的申请中，成员的诚信披露义务延伸至相关法律机构允许的未公布的修订和
1395 /或增加的权利要求，并且成员认为这些权利要求是基本权利要求。为履行此类索赔的披
1396 露义务，成员应：

- 1397 1. disclose such claims, or
1398 披露此类主张
- 1399 2. identify those portions of the Specification likely to be covered by such claims.
1400 确定这些权利要求可能涵盖的规范的那些部分。

1401 **6.4.6 Disclosure of Pending, Unpublished Applications**

1402 **披露未决、未公布的申请**

1403 If a Member includes claims in a patent application and such claims were developed based on
1404 information from a Technical Working Group or FIDO Alliance document, the Member must
1405 disclose the existence of such pending unpublished applications.

1406 如果成员在专利申请中包含权利要求，并且该权利要求是基于技术工作组或FIDO联盟文
1407 件中的信息而制定的，则该成员必须披露该等未决未公开的申请的存在。

1408 **6.4.7 Good Faith Disclosure Standards**

1409 **诚信披露标准**

Effective Date: January 1, 2020

Page 39 of 71

1410 Satisfaction of the disclosure requirement does not require that the discloser perform a patent
1411 search or any analysis of the relationship between the patents that the Participant holds and the
1412 Specification in question. Disclosure of third party patents is only required where the Primary
1413 Representative or Technical Working Group Participant has been made aware that the third party
1414 patent holder or applicant has asserted that its patent contains Essential Claims, unless such
1415 disclosure would breach a pre-existing non-disclosure obligation.
1416 满足披露要求并不要求披露方对参与方拥有的专利和相关规范之间的关系进行专利检索或
1417 任何分析。只有在主要代表或技术工作组参与方已得知第三方专利持有人或申请人声称其
1418 专利包含基本权利要求时，才要求披露第三方专利，除非此类披露会违反预先存在的保密
1419 义务。

1420 **6.4.8 Timing of Disclosure Obligations**

1421 披露义务的时间

1422 The disclosure obligation is an ongoing obligation that begins with the formation of a Technical
1423 Working Group. Full satisfaction of the disclosure obligation may not be possible until later in the
1424 process when the design is more complete. In any case, disclosure as soon as practically possible
1425 is required.
1426 披露义务是从成立技术工作组开始的持续义务。完全履行披露义务可能要等到设计更为完
1427 整的过程中的晚些时候才能实现。无论如何，必须尽快披露。

1428 **6.4.9 Termination of Disclosure Obligations**

1429 披露义务的终止

1430 The disclosure obligation terminates when the Proposed Standard Specification is published or
1431 when the Technical Working Group terminates.
1432 当拟议标准规范发布或技术工作组终止时，披露义务即告终止。

1433 **6.4.10 Disclosure Obligations of Invited Experts**

1434 特邀专家的披露义务

1435 Invited experts or members of the public participating in a Technical Working Group must
1436 comply with disclosure obligations to the extent of their own personal knowledge.
1437 应邀参加技术工作组的专家或公众成员必须在其个人所知的范围内履行披露义务。

1438 **6.5 Exception Handling**

1439 异常处理

1440 **6.5.1 PAG Formation**

1441 成立专利咨询组（PAG）

1442 In the event a patent has been disclosed that may be essential, but is not available under RF
1443 Licensing Requirements, a Patent Advisory Group (PAG) will be launched to resolve the conflict.

1444 The PAG is an ad-hoc group constituted specifically in relation to the Technical Working Group
1445 with the conflict. A PAG may also be formed without such a disclosure if a PAG could help
1446 avoid anticipated patent problems. During the time that the PAG is operating, the Technical
1447 Working Group may continue its technical work within the bounds of its Charter.

1448 如果已经披露了可能是必要的专利，但在RF许可要求下不可用，则将启动专利咨询小组
1449（PAG）以解决冲突。PAG小组是一个特设小组，专门与冲突技术工作组有关。如果PAG
1450可以帮助避免预期的专利问题，则PAG也可以在没有这样的公开的情况下形成。在PAG运
1451行期间，技术工作组可在其章程范围内继续其技术工作。

1452 **6.5.2 PAG Formation After a Proposed Standard Specification Is Issued**

1453 **发出拟议的标准规格后成立PAG**

1454 A PAG may also be convened in the event Essential Claims are discovered after a Proposed
1455 Standard Specification is issued. In this case the PAG will be open to any interested Board,
1456 Sponsor or Government Member, though the PAG may choose to meet without the holder of the
1457 Essential Claims in question.

1458 如果在拟定的标准规范发布后发现了必要的声明，也可以召开PAG会议。在这种情况下，
1459 PAG将向任何感兴趣的董事会、赞助人或政府成员开放，尽管PAG可以选择在没有相关基
1460本权利要求持有人的情况下开会。

1461 **6.5.3 PAG Composition**

1462 **PAG组成**

1463 The PAG is composed of:

1464 PAG由以下内容组成：

- 1465 • Primary Representatives of each Member participating in the Technical Working Group
1466 (or an alternate designated by the Primary Representative)
- 1467 • 参加技术工作组的每个成员的主要代表（或主要代表指定的候补代表）
- 1468 • Technical Working Group FIDO Alliance Contact
- 1469 • 技术工作组FIDO联盟联系人
- 1470 • FIDO Alliance counsel
- 1471 • FIDO联盟顾问
- 1472 • Technical Working Group Chair, *ex officio*
- 1473 • 技术工作组主席
- 1474 • Others suggested by the Technical Working Group Chair and/or the FIDO Alliance
- 1475 • 技术工作组主席和/或菲多联盟提出的其他建议

1476 Member participants in the PAG should be authorized to represent their organization's views on
1477 patent licensing issues. Any participant in the PAG may also be represented by legal counsel,
1478 though this is not required. Invited experts are not entitled to participate in the PAG, though the
1479 PAG may choose to invite any qualified experts who would be able to assist the PAG in its
1480 determinations. The FIDO Alliance expects to provide qualified legal staffing to all PAGs. Legal
1481 staff to the PAG will represent the interests of the FIDO Alliance as a whole.

1482 PAG的成员应被授权代表其组织对专利许可问题的观点。PAG的任何参与者也可以由法律
1483 顾问代表，尽管这不是必需的。受邀专家无权参与PAG，尽管PAG可以选择邀请任何有能
1484 力协助PAG确定的合格专家。FIDO联盟希望为所有PAG提供合格的法律人员。PAG的法
1485 律人员将代表整个FIDO联盟的利益。

1486 **6.5.4 PAG Procedures**

1487 **PAG程序**

1488 **6.5.4.1 PAG Formation Timing**

1489 **PAG形成时间**

1490 The PAG will be convened by the Technical Working Group FIDO Alliance Contact, based on a
1491 charter developed initially by the FIDO Alliance. The timing for convening the PAG is at the
1492 discretion of the FIDO Alliance, based on consultation with the Chair of the Technical Working
1493 Group. In some cases, convening a PAG before a specific patent disclosure is made may be
1494 useful. In other cases, it may be that the PAG can better resolve the licensing problems when the
1495 specification is at late Review Draft Specification maturity level.

1496 PAG将由技术工作组FIDO联盟联络人根据FIDO联盟最初制定的章程召集。召开PAG的时
1497 间由FIDO联盟在与技术工作组主席协商的基础上自行决定。在某些情况下，在特定专利
1498 披露之前召开PAG会议可能是有用的。在其他情况下，当规范处于后期审查规范草案成熟
1499 度级别时，PAG可能可以更好地解决许可问题。

1500 **6.5.4.2 PAG Charter Requirements**

1501 **PAG章程要求**

1502 The charter should include clear goals for the PAG, especially a statement of the question(s) the
1503 PAG is to answer and duration. The PAG charter must specify deadlines for completion of
1504 individual work items it takes on. The PAG, once convened, may propose changes to its charter
1505 as appropriate, to be accepted based on consensus of the PAG participants. The FIDO Alliance
1506 will choose a member of the PAG to serve as Chair. A single PAG may exist for the duration of
1507 the Technical Working Group with which it is associated if needed.

1508 章程应包括PAG的明确目标，特别是PAG要回答的问题和持续时间的说明。PAG章程必须
1509 规定完成其承担的各个工作项目的截止日期。PAG一经召集，可酌情提议对其章程进行修
1510 改，并在PAG参与者协商一致的基础上予以接受。FIDO联盟将选择PAG的一个成员担任
1511 主席。如果需要，在与之相关联的技术工作组期间，可能存在一个单独的PAG。

1512 **6.5.5 PAG Conclusion**

1513 **PAG结论**

1514 **6.5.5.1 Possible PAG Conclusions**

1515 **可能的PAG结论**

1516 After appropriate consultation, the PAG may conclude:

Effective Date: January 1, 2020

1517 经适当协商后，PAG可得出结论包括：

- 1518 1. The initial concern has been resolved, enabling the Technical Working Group to
 1519 continue.
 1520 最初的问题已得到解决，使技术工作组能够继续工作。
- 1521 2. The Technical Working Group should be instructed to consider designing around the
 1522 identified claims.
 1523 应指示技术工作组考虑围绕已查明的要求进行设计。
- 1524 3. The FIDO Alliance should seek further information and evaluation, including and not
 1525 limited to evaluation of the patents in question or the terms under which RF Licensing
 1526 Requirements may be met.
 1527 FIDO联盟应寻求进一步的信息和评估，包括但不限于对所涉专利的评估或可满足
 1528 RF许可要求的条款。
- 1529 4. The Technical Working Group should be terminated.
 1530 技术工作组应终止。
- 1531 5. The Proposed Standard Specification (if it has already been issued) should be rescinded.
 1532 拟议的标准规范（如果已经发布）应予以废除。
- 1533 6. Alternative licensing terms should be considered. The procedure in Section 6.5.5.3 must
 1534 be followed.
 1535 应考虑其他许可条款。必须遵循第6.5.5.3节中的步骤。

1536 **6.5.5.2 PAG Outcome**

1537 **PAG结果**

1538 Outcomes 4, 5 or 6 require Board approval. In any case, the PAG must state its proposal and
 1539 reasons in a FIDO Alliance Other Deliverable.
 1540 结果4、5或6需要获得董事会批准。无论如何，PAG必须在FIDO联盟其他可交付成果中陈
 1541 述其提议和理由。

1542 **6.5.5.3 Procedure for Considering Alternate Licensing Terms**

1543 **考虑替代许可条款的程序**

1544 After having made every effort to resolve the conflict through options 1, 2, and 3 under 6.5.5.1,
 1545 the PAG, by consensus, may propose that specifically identified patented technology be included
 1546 in the Proposed Standard Specification even though such claims are not available according to the
 1547 RF Licensing Requirements of this policy ("PAG Proposal"). The PAG Proposal must explain:
 1548 在通过6.5.5.1中的选项1、2和3尽力解决冲突之后，PAG可以协商一致地提议将专门确定的
 1549 专利技术包括在拟议的标准规范中，即使这些权利要求根据 遵守本政策的RF许可要求
 1550 (“PAG提案”)。PAG提案必须说明：

- 1551 • why the chartered goals of the Technical Working Group cannot be met without inclusion
 1552 of the identified technology;
- 1553 • 为什么不包括已确定的技术就无法实现技术工作组的既定目标
- 1554 • how the proposed licensing terms will be consistent with widespread adoption.

1555 • 拟议的许可条款将如何与广泛采用相一致。

1556 The PAG Proposal must include:

1557 PAG提案必须包括:

1558 • a complete list of claims and licensing terms of the proposed alternative arrangements;
1559 and,

1560 • 拟议替代安排的权利要求和许可条款的完整列表;

1561 • a proposed charter for the Technical Working Group, unless the Proposed Standard
1562 Specification has been issued and no new work is required.

1563 • 技术工作组的拟议章程, 除非拟议的标准规范已发布, 不需要新的工作。

1564 • In order to expedite the process, the PAG Proposal should consider whether additional
1565 claims would be excluded under the new charter and include such information in the
1566 PAG Proposal.

1567 • 为了加快流程, PAG提案应考虑是否在新章程中排除其他权利要求, 并将此类信
1568 息包括在PAG提案中。

1569 If the Executive Council determines that the PAG Proposal is the best alternative consistent with
1570 the FIDO Alliance mission and is clearly justified despite the expressed preference of the FIDO
1571 Alliance Membership for RF licensing, then the PAG Proposal shall be circulated Board review.
1572 The Executive Council may also circulate the PAG Proposal for Board review without such
1573 endorsement. Should the PAG Proposal be rejected by the Board, then either sub-paragraph 4 or 5
1574 of Section 6.5.5.1 will apply as appropriate, without further action of the Board. Members of the
1575 Technical Working Group who are bound to RF terms are not released from their obligations by
1576 virtue of the PAG Proposal alone.

1577 如果执行理事会确定PAG提案是符合FIDO联盟任务的最佳替代方案, 且尽管FIDO联盟成
1578 员明确表示倾向于RF许可, 但仍有充分理由, 则应将PAG提案分发给董事会审查。执行理
1579 事会也可在未经核准的情况下, 分发该建议供理事会审查。如果PAG提案被董事会否决,
1580 则第6.5.5.1节第4或5分段将酌情适用, 董事会无需采取进一步行动。受RF条款约束的技术
1581 工作组成员不会仅凭借PAG提案而免除其义务。

1582 **6.6 No Other Rights.**

1583 **没有其他权利**

1584 Except as specifically set forth in this Agreement, no other express or implied patent, trademark,
1585 copyright, or other property rights are granted under this Agreement, including by implication,
1586 waiver, or estoppel.

1587 除本协议明确规定外, 本协议不授予任何其他明示或默示专利、商标、版权或其他
1588 财产权利, 包括默示、弃权或禁止反言。

1589 **6.7 Non-Circumvention.**

1590 **非规避**

1591 Each Bound Entity agrees that such Bound Entity will not intentionally take or willfully assist
1592 any third party to take any action for the purpose of circumventing such Bound Entity's promises
1593 and obligations under this Agreement.

Effective Date: January 1, 2020

Page 44 of 71

1594 各受约束实体同意，该受约束实体不会故意采取或故意协助任何第三方采取任何行动，以
1595 规避该受约束实体在本协议项下的承诺和义务。

1596 **6.8 Representations, Warranties and Disclaimers.**

1597 **陈述、保证和免责声明**

1598 Each Bound Entity represents and warrants that such Bound Entity is legally entitled to grant the
1599 rights and promises set forth in this Agreement. Signatory represents and warrants that it has the
1600 authority to bind its Related Entities to this Agreement. ANY SPECIFICATION IS PROVIDED
1601 “AS IS.” Except as stated herein, each Bound Entity expressly disclaim any warranties (express,
1602 implied, or otherwise), including implied warranties of merchantability, non-infringement, fitness
1603 for a particular purpose, or title, related to a Specification. The entire risk as to implementing or
1604 otherwise using a Specification is assumed by the implementer and user. IN NO EVENT WILL
1605 ANY PARTY BE LIABLE TO ANY OTHER PARTY FOR LOST PROFITS OR ANY FORM
1606 OF INDIRECT, SPECIAL, INCIDENTAL, OR CONSEQUENTIAL DAMAGES OF ANY
1607 CHARACTER FROM ANY CAUSES OF ACTION OF ANY KIND WITH RESPECT TO
1608 THIS AGREEMENT, WHETHER BASED ON BREACH OF CONTRACT, TORT
1609 (INCLUDING NEGLIGENCE), OR OTHERWISE, AND WHETHER OR NOT THE OTHER
1610 PARTY HAS BEEN ADVISED OF THE POSSIBILITY OF SUCH DAMAGE. Nothing in this
1611 Agreement requires any Bound Entity to undertake a patent search or enforce any Essential
1612 Claims, in whole or in part.

1613 各受约束实体声明并保证，该受约束实体在法律上有权授予本协议中规定的权利和承诺。
1614 签字人声明并保证其有权约束其相关实体遵守本协议。任何规范均按“原样”提供，除非本
1615 规范另有规定，否则各受约束实体明确否认与规范相关的任何保证（明示、默示或其
1616 他），包括适销性、非侵权性、特定用途适用性或所有权的默示保证。实现或以其他方式
1617 使用规范的全部风险由实现者和用户承担。在任何情况下，任何一方均不对另一方因与本
1618 协议有关的任何类型的诉讼（无论是基于违约、侵权行为（包括疏忽）或其他原因）而造
1619 成的利润损失或任何形式的任何性质的间接、特殊、附带或后果性损害负责，无论另一方
1620 是否已被告知可能发生这种损害。本协议中的任何规定均不要求任何受约束的实体进行专
1621 利检索或执行任何基本权利要求，全部或部分。

1622 **7 Withdrawal from Agreement**

1623 **退出协议**

1624 **7.1 Voluntary Withdrawal**

1625 **自愿退出**

1626 Any Member shall be permitted to withdraw from this Agreement at any time by giving written
1627 notice to the Board of its intent to terminate its participation. If, after the Date, a Related Entity
1628 of the Signatory ceases to be Controlled by or under common Control with the Signatory, such
1629 Related Entity shall be permitted to withdraw from this Agreement at any time after the date on
1630 which such Related Entity ceases to be Controlled by or under common Control with the

Effective Date: January 1, 2020

Page 45 of 71

1631 Signatory by giving written notice to the Board of its intent to terminate its participation. Such
1632 voluntary withdrawal shall be effective upon receipt of the notice by the Board.
1633 任何会员都允许在任何时间退出本协议，只要向董事会提交其意图终止参与的书面通知。
1634 在签署日后，如果签署方的相关实体不再由签署方控制或者不在与签署方同受控制，该相
1635 关实体向董事会提交其意图终止参与的书面通知后，可在任何时间退出本协议。一旦董事
1636 会收到上述通告，该自愿退出即视为生效。

1637 **7.2 Termination**

1638 **终止**

1639 By a Full Supermajority Vote, the Board may terminate the Membership of any Member for its
1640 material breach of its obligations hereunder where such breach is not cured within 30 days
1641 following the Member's receipt of notice of the breach. If the Board and the Executive Council
1642 elect to dissolve the FIDO Alliance in accordance with Section 3.1, this Agreement shall be
1643 terminated immediately. Membership of a Member terminates upon a failure to initiate or renew
1644 membership by paying dues on or before their due date, such termination to be effective thirty
1645 (30) days after a written notification of delinquency is given personally, electronically mailed, or
1646 mailed to such Member by the Secretary of the FIDO Alliance. A Member may avoid such
1647 termination by paying the amount of delinquent dues within a thirty (30) day period following the
1648 Member's receipt of the written notification of delinquency. Further, the Board may toll this
1649 thirty (30) day period.
1650 如果任何成员在收到违约通知后30天内未能纠正其违约行为，董事会可通过绝对多数票终
1651 止其实质性违约的成员资格。如果董事会和执行理事会根据第3.1条选择解散FIDO联盟，
1652 本协议应立即终止。如果会员因为没有支付到期会费从而启动或续展其会员年限从而导致
1653 其会员资格终止的，FIDO联盟的秘书处以书面形式（无论是通过个人，电子邮件或是普
1654 通邮件的形式）通知该会员后的30日后，其会员资格终止即生效。在收到来拖欠通知的书
1655 面通知后，会员可以在30天内还清拖欠的会费，以避免终止情况的发生。董事会在30天
1656 之内也将收取费用。

1657 **7.3 Effect of Termination**

1658 **终止的效力**

1659 Upon any termination of this Agreement, Sections 5, 6 and 12 will survive such termination and
1660 the Signatory's and its Related Entities' Promise under Sections 6.2.1.1 and 12.3.1.1 shall only
1661 apply to those Specifications that were approved as a Proposed Standard Specification on or
1662 before the effective date of such termination. Upon any withdrawal from this Agreement by a
1663 Related Entity of the Signatory in accordance with Section 7.1, such Related Entity's obligations
1664 under Sections 5, 6 and 12 will survive such withdrawal, provided that the Related Entity's
1665 Promise under Sections 6.2.1.1 and 12.3.1.1 shall only apply to those Specifications that were
1666 accepted as Proposed Standard Specification on or before the effective date of such withdrawal.
1667 Notwithstanding the foregoing, if the Board and the Executive Council dissolve the FIDO
1668 Alliance pursuant to Section 3.1, the Signatory's and its Related Entities' Promise under Sections

1669 6.2.1.1 and 12.3.1.1 shall only apply to those Specifications that were accepted as a Proposed
1670 Standard Specification on or before the effective date of such dissolution.
1671 本协议终止后，第5章、第6章和第12章的约定将继续有效，签字人及其相关实体在第
1672 6.2.1.1和12.3.1.1条下的承诺仅适用于在终止生效日期当日或之前被批准为拟议标准规范的
1673 规范。签字人的相关实体根据第7.1条退出本协议后，该相关实体在第5、6和12条下的义务
1674 将继续有效，但相关实体根据第6.2.1.1节和第12.3.1.1节作出的承诺仅适用于在撤回生效日
1675 期当日或之前被接受为拟议标准规范的规范。尽管如此，如果董事会根据 3.1节解散了
1676 FIDO联盟，签署方和其相关实体的依据6.2.1.1节和第12.3.1.1节做出的承诺将仅适用那些
1677 在解散生效日之前（包括当日）经批准作为实施草案的规范。

1678 **8 Export Compliance**

1679 **出口承诺**

1680 The Signatory represents and warrants that its Contributions to the Specification were developed
1681 in a compliance with all applicable export control regulations. The Signatory agrees that none of
1682 the Specifications, Requirements documents, or Other Publications, nor any direct product
1683 therefrom, is being or will be acquired for, shipped, transferred, or re-exported, directly or
1684 indirectly, to proscribed or embargoed countries or their nationals, as applicable to the Signatory,
1685 unless authorized by the appropriate authority. The Signatory agrees to comply strictly with all
1686 applicable export laws and assumes sole responsibility for obtaining licenses to export or re-
1687 export as may be required.

1688 签署人陈述并保证其对规范提交的投稿是在遵守所有适用的出口控制规定的前提下开发
1689 的。签署方（如果适用）同意没有规范、需求文档或是其它出版物，或是任何由此直接产
1690 生的产品，正在或是将会被禁止传输的国家、及其国民收购，或者运输、转移或再出口至
1691 该国家或其国民，除非已经被一个合适的认证机构认证。签署方同意严格执行所有适用的
1692 出口法律和并独自承担责任，取得所有出口和再出口需要的许可证。

1693 **9 Membership Provisions**

1694 **会员条款**

1695 **9.1 Determination, Rights and Obligations of Members**

1696 **会员的决定，权利和义务**

1697 The FIDO Alliance shall have such classes of membership as set forth by Section 11. No
1698 Member shall hold more than one (1) membership in the FIDO Alliance, though a particular
1699 Related Entity may have one (1) membership in its own right. A Member and any of its Related
1700 Entities that are also Members shall be deemed one (1) Member for voting purposes and shall be
1701 entitled to only one (1) vote on any matter in any body.

1702 FIDO联盟应具有第11条规定的成员类别。任何成员不得在FIDO联盟中拥有一个以上的成
1703 员资格，尽管某一特定的相关实体本身可能拥有一个成员资格。一名成员及其任何相关实
1704 体（同时也是成员）应被视为一名成员，以进行表决，并有权就任何机构中的任何事项进

1705 行一次表决。

1706 Among the benefits generally to be afforded to the Members are the right to attend meetings of
1707 the Members of the FIDO Alliance, access to Contributions; Deliverables, in draft or final form;
1708 and other documents as may be approved by the Board, and access to the general Member
1709 portions of the FIDO Alliance's web site.

1710 一般而言，成员被赋予的权利包括：有权出席FIDO联盟成员的会议，接触投稿、交付物，
1711 以及董事会可能批准的其他文件，以及访问FIDO联盟网站的一般会员部分。

1712 All Members must abide by the Bylaws of the FIDO Alliance, the Membership Agreement, and
1713 any policies, guidelines or procedures adopted by the Board.

1714 所有成员都必须遵守FIDO联盟的章程、成员协议以及董事会通过的任何政策、指
1715 南或流程。

1716 **9.2 Qualifications for Membership**

1717 **会员资格**

1718 The qualifications for membership in this FIDO Alliance are as follows:

1719 FIDO联盟中的会员资格有以下几点：

1720 Any organization supportive of the FIDO Alliance's purposes and not otherwise prohibited by
1721 treaty, law or regulation from abiding by the terms of this Membership Agreement and who meets
1722 the membership criteria and pays the annual dues as set forth in the Schedule of Fees and Dues
1723 applicable to its membership classification, subject to provided payment terms.

1724 FIDO联盟中的会员资格有以下几点：（1）需要支持 FIDO联盟原则的组织；（2）遵守会
1725 员协议的条款，且不会违反条约，法律和规则；（3）根据其所属的会员类别，按照规定
1726 交付相应的年费。

1727 **9.3 Admission to Membership**

1728 **会员入盟**

1729 Applicants qualified under Section 9.2, above, shall be admitted to membership upon affirmation
1730 of the Bylaws, the execution of a Membership Agreement and any relevant Attachments,
1731 payment of the applicable annual dues as set forth in the Schedule of Fees and Dues, and approval
1732 of the Board.

1733 如果申请者符合第9.2节阐述的入会资格，经章程确定、签署会员协议及相关附件、根据费
1734 用表的要求支付其适用的年费并经董事会批准后，即成为会员。

1735 **9.4 Fees and Dues**

1736 **费用**

1737 The annual dues payable to the FIDO Alliance by each class of Members shall be established and
1738 may be changed from time to time by resolution of the Board. Initial dues shall be due and
1739 payable upon the Member's execution of the Membership Agreement and approval by the Board.
1740 Thereafter, yearly dues shall be due and payable as specified in the Schedule of Fees and Dues. If
1741 any Member is ninety (90) days delinquent in the payment of dues, such Member's rights shall be
1742 deemed suspended upon written notice from the FIDO Alliance until all delinquent dues are paid.
1743 在FIDO联盟中的每一等级的会员应交付的年费应该由董事会确定，该年费可能通过董事

1744 会决议进行调整。最开始的费用应该在签署会员协议并经董事会批准后支付。之后，每年
1745 的会费应该是基于费用计划表中体现的具体情况。如果一个会员拖欠费用90天，那么其会
1746 员权利将在收到FIDO联盟书面通知后中断，直到所有的欠款还清。

1747 **9.5 Number of Members**

1748 **会员数量**

1749 There is no limit on the number of Members the FIDO Alliance may admit. The Board may,
1750 however, in its sole discretion limit the number of Board Members and Sponsor Members so long
1751 as such limitations are not imposed for the purpose of excluding otherwise qualified applicants
1752 for such membership classification.

1753 FIDO联盟承认的会员的数量是没有限制的。但是，董事会很可能会慎重地限制董事会会
1754 员和赞助人会员的数量，只要这种限制不是有意阻碍有资格成为此类会员的申请者加入。

1755 **9.6 Membership Roll**

1756 **会员名册**

1757 The FIDO Alliance shall keep a membership roll containing the name and address, including
1758 electronic mail addresses, of each Member, the date upon which the applicant became a Member,
1759 and the name of one (1) individual from each Member FIDO Alliance who shall serve as a
1760 primary contact for the FIDO Alliance, receive all correspondence and information, and vote on
1761 all issues submitted to a vote of the Members. Termination of the membership of any Member
1762 shall be recorded in the roll, together with the date of termination of such membership.

1763 FIDO联盟需要管理着一份会员名册，其内容包含每一个会员的姓名和地址（包括电子邮
1764 件地址）、每一个申请者变成会员的日期、每一个申请者的一个主要联系人的姓名，该联
1765 系人将负责接收所有的通信和信息资料、同时负责对提交给会员投票的问题进行投票。任
1766 何会员的终止协议也会被记录到名册中，同时包含终止日期。

1767 **9.7 Nontransferability of Memberships**

1768 **会员的非转让性**

1769 A Member may not transfer, assign or sublicense any of its rights or obligations under the Bylaws
1770 or this Membership Agreement without the prior written approval of the Board, unless otherwise
1771 permitted in the Membership Agreement. A third party further may not assume any of a
1772 Member's rights or obligations under the Bylaws or this Membership Agreement incident to a
1773 change of Control of Member, without the written consent of the Board. Any attempted transfer
1774 by a Member in violation of this Section shall be null and void.

1775 未经董事会的事先书面批准，会员不得转让、分配、再许可他的基于章程和会员协议的任
1776 何权利和义务，除非在协议中另有约定。在没有董事会的书面认可的情况下，如果发生会
1777 员控制权的变动，第三方机构依照章程和协议，也不会承担会员的任何权利和义务。任何
1778 会员违反本章所进行的转让都是无效的。

1779 **10 Meetings of Members**

1780 **会员会议**

1781 10.1 All Member Meeting(s)**1782 全体会员会议**

1783 There shall be at least one meeting of the Members per calendar year All Board and Sponsor
1784 Members shall be invited to attend every All Member Meeting. Associate Members may attend
1785 any one All Member Meeting of their choosing. All Members who attend an All Member
1786 Meeting may be full participants in any plenary sessions of that meeting, but shall only be
1787 permitted observer attendance rights in any Working Group sessions of that meeting wherein they
1788 are not Participants.

1789 在每一个公历年中会员至少需参加一个会议，所有的董事会和赞助人会员都要被邀请到每
1790 一次的全体会员会议。准会员自愿参加每一次的全体就那么会议。参加全体会议的所有会
1791 员可能是该会议全体大会的完全参与者，但是他们在工作组全体会议中，如果不是该工作
1792 组参与者，只有出席会议的权利。

1793 10.2 Place of Meetings**1794 会议地点**

1795 Meetings of Members shall be designated from time to time by resolution of the Board, which
1796 resolution shall specify the meeting place and time. At the discretion of the Board, meetings may
1797 be held in person or by any combination of audio, teleconferencing, or videoconferencing
1798 techniques.

1799 会议会员应随着时间的推移，由董事会决议具体决定，这种决议将具体决定会议的时间和
1800 地点。经过董事会的慎重决定后，会议可能以个人出席或是通过结合电话会议、视频会议
1801 技术的方式进行。

1802 10.3 Notice of Meetings**1803 会议通告**

1804 Unless otherwise provided by the Bylaws, this Membership Agreement or provisions of law,
1805 notice stating the place, day and hour of the Members' meeting shall be provided not less than
1806 thirty (30) days in advance thereof.

1807 除非章程细则、本会员协议或法律规定另有规定，否则应至少提前三十（30）天发出通
1808 知，说明会员会议的地点、日期和时间。

1809 The primary means for the provision of notice shall be via electronic mail to the Member at the
1810 electronic mail address as it appears on the records of the FIDO Alliance.

1811 提供通知的主要方式应为以FIDO联盟记录中显示的电子邮件地址向成员发送电子邮件。

1812 Whenever any notice of a meeting is required to be given to any Member of this FIDO Alliance
1813 under the Bylaws or this Membership Agreement, a waiver of notice in writing signed by the
1814 Member, whether before or after the time of the meeting, shall be equivalent to the giving of such
1815 notice.

1816 当根据章程细则或本成员协议要求向本FIDO联盟的任何成员发出任何会议通知时，该成
1817 员在会议之前或之后签署的书面放弃通知应等同于发出该通知。

1818 10.4 Member Action

Effective Date: January 1, 2020

1819 会员行为

1820 All Member actions and decisions shall be advisory in nature only and shall not be binding upon
1821 the Board.

1822 所有会员的行为和决定都是咨询性质的，董事会不受其约束。

1823 10.5 Member Action at Meetings

1824 会议中的会员行为

1825 Voting at meetings shall be by a show of hands if held in person, or by voice ballot if held by
1826 audio, videoconferencing or teleconferencing techniques, unless otherwise required. Written
1827 confirmation of any and all ballot results shall be maintained with the FIDO Alliance's minutes.
1828 如果是个人出席的会议，采取举手表决方法进行投票，如果通过音频或视频方法，则通过
1829 声音投票，除非有其它要求。所有选票的书面确认都应该记录在FIDO联盟的备忘录中。

1830 10.6 Action by Written Ballot

1831 书面投票行为

1832 Except as otherwise provided under the Bylaws, Membership Agreement or provisions of law,
1833 any action which may be taken at any meeting of Members may be taken without a meeting or in
1834 conjunction with a meeting if the FIDO Alliance distributes a written ballot to each Member
1835 entitled to a vote. Ballots shall be mailed or delivered in the same manner required for giving
1836 notice of membership meetings as specified in the Bylaws or this Membership Agreement.
1837 除了章程、会员协议或是法律规定的其它特殊情况外，在会员会议上、不在会议期间或是
1838 在会议之时，如果FIDO联盟分配给每一个有投票资格的会员一张书面选票，该会员即可
1839 进行书面投票。选票将以章程和会员协议要求的会员会议通知相同的方式进行邮寄或者交
1840 付。

1841 10.7 Conduct of Meetings

1842 会议的举办

1843 Meetings of Members shall be presided over by the Executive Director of the FIDO Alliance or,
1844 in his or her absence by a Board Member designated by the Board. The Secretary of the FIDO
1845 Alliance shall act as Secretary of all meetings of Members. In the absence of the Secretary, the
1846 presiding officer shall appoint another person to act as Secretary for that meeting.
1847 会员会议需由FIDO联盟的执行董事来主持，如果执行董事不能出席，则由董事会指定的
1848 董事会会员主持。FIDO联盟秘书应担任所有成员会议的秘书。如秘书缺席，会议主持人
1849 须委任另一人担任该次会议的秘书。

1850 Meetings shall be governed by such procedures as may be approved from time to time by the
1851 Board, insofar as such rules are not inconsistent with the Bylaws, this Membership Agreement or
1852 with provisions of law.

1853 会议应遵循董事会批准的流程，只要这些规则不与章程、会员协议或法律规定相抵触。

1854 11 Membership Classifications

1855 会员分类

1856 **11.1 Board Member**1857 **董事会成员**

1858 The FIDO Alliance shall have Board Members. A Board Member must be a corporation,
 1859 partnership, joint venture, trust, limited liability company, business association, governmental
 1860 entity or other entity. All Board Members must execute a Membership Agreement and any
 1861 relevant Attachments thereto and pay the fees called for in the Schedule of Fees and Dues. Once
 1862 approved by the Board, all Board Members shall be entitled to all rights and bound to the
 1863 obligations generally afforded and imposed upon all Members. In addition, Board Members shall
 1864 be granted the specific additional rights stated in this Section 11.1 and shall be subject to the
 1865 obligations stated in the Membership Agreement and any relevant Attachments thereto.

1866 FIDO联盟有董事会会员。董事会会员必须是公司、合作企业、合资企业、信贷公司、有
 1867 限责任公司、商业协会、政府机构或是其它实体机构。所有董事会会员必须签署会员协
 1868 议、附属协议并支付相应的费用。一旦被董事会批准通过，董事会会员将会享有赋予所有
 1869 会员的权利义务。除此之外，董事会会员还会被赋予11.1节所述的额外的权利，同时承担
 1870 会员协议和相关附属协议中约定的相关义务。

1871 Among other benefits specifically afforded to Board Members who remain in Good Standing are:
 1872 特别向保持良好声誉的董事会成员提供的其他权益包括：

1873 (1) to be a member qualified to designate persons as Delegates;

1874 有资格指定人员成为代表；

1875 (2) to be listed (with a hyperlink to the Board Member's web site) as a Board Member on the
 1876 FIDO Alliance's web site;

1877 被列入FIDO联盟网站的董事会会员名单（拥有董事会网站的超链接）；

1878 (3) to access any and all portions of the FIDO Alliance's web site and any electronic
 1879 transmissions therefrom via mailing list. This right includes access to any "Board Members
 1880 only", "Sponsors only" and "Members only" discussion groups and the FIDO Alliance's mailing
 1881 lists (subject to any privacy policy that the FIDO Alliance may adopt);

1882 可以通过邮件列表的访问FIDO联盟网站上的所有内容、电子通信。权利包括访问“仅董
 1883 事会”、“仅赞助商”、“仅会员”讨论组和其邮件列表（遵守 FIDO采纳的所有隐私协
 1884 议）。

1885 (4) to access "Members only" information, including but not limited to all Contributions; all
 1886 Specifications, Requirements and Other Publications, in draft or final form; and internal working
 1887 documents of Working Groups on which the Board Member serves;

1888 可以访问“仅会员”信息，包括但不限于所有的规范、需求和其它出版（草稿或是最终
 1889 稿）、董事会会员提供工作组的内部工作文档。

1890 (5) to serve as chair of any Working Group subject to any procedures for that Working Group;
 1891 作为工作组的主席，掌握所有的工作组的流程规则。

1892 (6) to participate in the activities of any Working Group subject to any procedures for that
 1893 Working Group;

1894 参加工作组的任何活动。

1895 (7) to obtain technical support if such technical support is provided by the FIDO Alliance;

1896 获取技术支持，如果该技术支持是 FIDO联盟提供

1897 (8) subject to procedures of the Board, to review and comment on Deliverables of the FIDO
 1898 Alliance prior to their adoption by the FIDO Alliance;

1899 根据董事会的流程，在交付物被FIDO联盟采纳之前，审阅和评论FIDO联盟的交付物。

1900 (9) to have the preferential right of first refusal (prior to Sponsors and Associates) to actively

1901 participate in the FIDO Alliance’s marketing and promotional activities at trade shows and other
1902 industry events;

1903 相比于赞助会员和准会员，董事会会员有优先的拒绝权，拒绝在在贸易展示和其它行业
1904 活动中主动参与FIDO联盟的贸易和促销活动。

1905 In addition to the foregoing, the Board may from time to time approve other benefits to which all
1906 Board Members may be entitled.

1907 除了前面所叙述的，董事会将不时地批准其它有利于董事会会员的其它优惠政策。

1908 **11.2 Sponsor Member**

1909 **赞助会员**

1910 The FIDO Alliance shall have Sponsor Members. Admission as a Sponsor Member shall be open
1911 to any corporation, partnership, joint venture, trust, limited liability company, business
1912 association, governmental entity or other entity. All Sponsor Members must execute a
1913 Membership Agreement and any relevant Attachments and pay the fees called for in the Schedule
1914 of Fees and Dues for Sponsor Members. Once approved by the Board, all Sponsor Members
1915 shall be entitled to all rights and bound to the obligations generally afforded and imposed upon all
1916 Members. In addition, Sponsor Members shall be subject to the obligations stated in the
1917 Membership Agreement and any relevant Attachments thereto.

1918 FIDO联盟有赞助会员。赞助会员应当是公司、合作企业、合资企业、信贷机构、有限责
1919 任公司、商业协会、政府机构或其它实体机构。所有赞助会员必须签署会员协议、附属协
1920 议和交取费用（依照赞助会员的费用）。一旦被董事会批准通过，赞助会员将会享有赋予
1921 所有会员的权利义务。除此之外，赞助会员还会承担会员协议和相关附属协议中约定的相
1922 关义务。

1923 Among other benefits specifically afforded to Sponsor Members who remain in Good Standing
1924 are:

1925 特别向保持良好声誉的赞助会员提供的其他权益包括：

1926 (1) to be listed as a Sponsor Member on the FIDO Alliance’s web site;

1927 被列入 FIDO联盟网站的赞助会员名单（拥有赞助网站的超链接）；

1928 (2) to access the FIDO Alliance’s web site and any electronic transmissions therefrom via mailing
1929 list. This right includes access to any “Sponsor only” and “Members only” discussion groups and
1930 the FIDO Alliance’s mailing lists (subject to any privacy policy that the FIDO Alliance may
1931 adopt);

1932 可以通过邮件列表访问 FIDO联盟网站上的所有内容、电子通信。权利包括访问“仅赞助
1933 商”、“仅会员”讨论组和其邮件列表（遵守 FIDO采纳的所有隐私协议）；

1934 (3) to access “Members only” information, including all Specifications, in Review Draft and
1935 above form; Requirements in Review Draft form; Other Publications in draft or final form; and
1936 internal working documents of the Working Groups on which the Sponsor serves;

1937 可以访问“仅会员”信息，包括但不限于所有的规范、需求和其它出版（草稿或是最终
1938 稿）、赞助会员所服务工作组的内部工作文档。

1939 (4) to participate in the activities any Working Groups subject to procedures for that Working
1940 Group;

1941 参加工作组的任何活动。

1942 (5) to receive technical support when such services are provided by the FIDO Alliance; and

1943 获取技术支持，如果该技术支持是 FIDO联盟提供的。

1944 (6) subject to procedures of the Board, to review and comment on Deliverables of the FIDO

Effective Date: January 1, 2020

Page 53 of 71

1945 Alliance prior to their adoption by the FIDO Alliance.
 1946 根据董事会的流程，在交付物被 FIDO 联盟采纳之前，审阅和评论 FIDO 联盟的交付物。

1947 In addition to the foregoing, the Board may from time to time approve other benefits to which all
 1948 Sponsor Members may be entitled.
 1949 除了前面所叙述的，董事会将不时地批准其它有利于赞助会员的其它优惠政策。

1950 **11.3 Associate Member** 1951 **准会员**

1952 The FIDO Alliance shall have Associates. Admission as an Associate shall be open to any
 1953 corporation, partnership, joint venture, trust, limited liability company, business association,
 1954 governmental entity or other entity. All Associates must execute a Membership Agreement and
 1955 any relevant Attachments thereto and pay the fees called for in the Schedule of Fees and Dues for
 1956 Associates. Once approved by the Board, all Associates shall be entitled to all rights and bound
 1957 to the obligations generally afforded and imposed upon all Members. In addition, Associates
 1958 shall be subject to the obligations stated in the Membership Agreement and any relevant
 1959 Attachments thereto.

1960 FIDO 联盟有准会员。准会员将被开放给公司、合作企业、合资企业、信贷机构、有限责
 1961 任公司、商业协会、政府机构和其它实体机构。所有准会员必须签署会员协议、附属协议
 1962 和交取费用（依照准会员的费用）。一旦被董事会批准通过，准会员将会享有所有会员的
 1963 权利义务。除此之外，社会组织会员还会承担会员协议和相关附属协议中约定的相关义
 1964 务。

1965 Among other benefits specifically afforded to Associates who remain in Good Standing are:
 1966 为保持良好声誉的员工提供的其他权益包括：

- 1967 (1) to be listed as a Member on the FIDO Alliance’s web site;
 1968 被列入 FIDO 联盟网站的赞助会员名单（拥有赞助网站的超链接）；
 1969 (2) to access the FIDO Alliance’s web site and any electronic transmissions therefrom via mailing
 1970 list. This right includes access to the “Members only” discussion groups and the FIDO Alliance’s
 1971 mailing lists (subject to any privacy policy that the FIDO Alliance may adopt);
 1972 可以通过邮件列表访问 FIDO 联盟网站上的所有内容、电子通信。权利包括访问“仅赞助
 1973 商”、“仅会员”讨论组和其邮件列表（遵守 FIDO 采纳的所有隐私协议）；
 1974 (3) to access “Members only” information, including all Specifications in Review Draft or above
 1975 form;
 1976 可以访问“仅会员”的信息，包括所有的规范（草稿或是最终稿）
 1977 (4) upon invitation from a Working Group Chair, to participate in the activities any Working
 1978 Groups subject to procedures for that Working Group and without the right to vote on any
 1979 Working Group matters;
 1980 参加工作组的任何活动，掌握着工作组流程规则，但没有投票权。
 1981 and
 1982 (5) attend any one All Member Meeting per calendar year, of their choosing, subject to
 1983 registration fees.
 1984 根据其注册费用，有选择性的参加年度的全体会员会议。

1985 In addition to the foregoing, the Board may from time to time approve other benefits to which all
 1986 Associates may be entitled.
 1987 除了前面所叙述的，董事会将不时地批准其它有利于社会组织会员的其它优惠政

1988 策。

1989 **11.4 Government Member**

1990 政府会员

1991 **11.4.1 Rights and Benefits**

1992 权益

1993 The FIDO Alliance shall have Government Members. Admission as a Government Member shall
 1994 be open to only agencies, instrumentalities or departments of the federal or national government
 1995 of the country of the agency, instrumentality or department. All Government Members must
 1996 execute a Membership Agreement and any relevant Attachments and pay the fees called for in the
 1997 Schedule of Fees and Dues for Government Members. Once approved by the Board, all
 1998 Government Members shall be entitled to all rights and bound to the obligations generally
 1999 afforded and imposed upon all Members. In addition, Government Members shall be subject to
 2000 the obligations stated in the Membership Agreement and any relevant Attachments thereto.
 2001 FIDO联盟有政府会员。政府会员应当是联邦政府或国家政府的机构、媒体、部门。所有
 2002 政府会员必须签署会员协议、附属协议和交取费用（依照政府会员的费用）。一旦被董事
 2003 会批准通过，政府会员将会享有所有会员的权利义务。除此之外，政府会员还会承担会员
 2004 协议和相关附属协议中约定的相关义务。

2005 Among other benefits specifically afforded to Government Members who remain in Good
 2006 Standing are:
 2007 其它赋予给有良好表现的政府会员的具体权益：

- 2008 (1) to be listed as a Government Member on the FIDO Alliance’s web site;
 2009 被列入FIDO联盟网站的政府会员名单列表；
 2010 (2) to access the FIDO Alliance’s web site and any electronic transmissions therefrom via mailing
 2011 list. This right includes access to any “Sponsor Only,” “Government only” and “Members only”
 2012 discussion groups and the FIDO Alliance’s mailing lists (subject to any privacy policy that the
 2013 FIDO Alliance may adopt);
 2014 可以通过邮件列表访问 FIDO联盟网站上的所有内容、电子通信。权利包括访问“仅赞助
 2015 商”、“仅会员”讨论组和其邮件列表（遵守 FIDO采纳的所有隐私协议）；
 2016 (3) to access “Members only” information, including all Specifications, in Review Draft and
 2017 above form; Requirements in Review Draft form; Other Publications in draft or final form; and
 2018 internal working documents of the Working Groups on which the Government Member serves;
 2019 可以访问“仅会员”信息，包括所有的规范（草稿以上版本）、需求文档（审核草稿）、
 2020 其它出版物（草稿或是最终稿）、政府会员所服务的工作组的内部工作文档。
 2021 (4) to participate in the activities any Working Groups subject to procedures for that Working
 2022 Group but without the right to vote on any Working Group matters;
 2023 参加工作组的任何活动，掌握着工作组流程规则，但没有投票权。
 2024 (5) to attend and participate in certification testing conducted by the FIDO Alliance;
 2025 参加并出席由 FIDO联盟所组织的认证测试。
 2026 (6) to receive technical support when such services are provided by the FIDO Alliance; and
 2027 获取技术支持，如果该技术支持是 FIDO联盟提供的。
 2028 (7) subject to procedures of the Board, to review and comment on Deliverables of the FIDO
 2029 Alliance prior to their adoption by the FIDO Alliance.
 2030 根据董事会的流程，在交付物被 FIDO联盟采纳之前，审阅和评论 FIDO联盟的交付物。

Effective Date: January 1, 2020

Page 55 of 71

2031 In addition to the foregoing, the Board may from time to time approve other benefits to which all
2032 Government Members may be entitled.
2033 除了前面所叙述的，董事会将不时地批准其它有利于政府会员的其它优惠政策。

2034 **11.4.2 Changed Agreement Terms**

2035 **更改协议条款**

2036 For Government Members the following terms apply, notwithstanding any conflicting term in this
2037 Membership Agreement. Section 3.4 is overridden so that the federal or national laws of the
2038 Government Member's country shall govern and be used to interpret this Membership Agreement
2039 and any provisions of the Agreement that are inconsistent with the federal or national laws of the
2040 Government Member's country shall not apply. Section 3.5 is overridden so that mediation may
2041 not be demanded and that any dispute, including judicial proceedings, will be resolved at a
2042 mutually agreeable venue. With regard to Section 3.7, any use of the Government Member's
2043 name shall not appear to be an endorsement of any product or service and any use of the
2044 Government Member's logo shall only be done according to a separate written agreement
2045 between the Government Member and FIDO. With regard to Section 6.1, it is understood that
2046 works of the Government Member may be subject to relevant federal or national law so that the
2047 works may not be subject to copyright protection and therefore there is nothing to grant under
2048 Section 6.1. Equally, if the federal or national laws of the Government Member's country make
2049 provision for copyright protection for government-originated material, the licensing arrangements
2050 pertaining in that country for such material shall apply. With regard to Sections 6.8 and 8, the
2051 representations made therein are good faith representations and the warranties made therein are
2052 changed to good faith representations.

2053 尽管在会议协议中会有一些冲突条款，对于政府会员也会遵循以下条款。3.4节所述的规定
2054 将被覆盖掉，政府会员所在城市的联邦国家法律将适用，并被用来解释会员协议和协议中的
2055 的规则。3.5节所述的规定将被覆盖掉，调解将不是必要程序，包括司法程序的争议将会以
2056 一种双方都同意的方法解决。在3.7节中所述，对于政府会员名字的使用不应该成为任何产
2057 品或是服务的认可点，对于log的使用仅仅应该是区分政府会员和FIDO联盟之间的书面协
2058 议。在6.1节。政府会员的工作主要关注于相关联邦或国家的法律，以至于它不会关注于版
2059 权保护（在6.1节没有权益授予），以上所述是可以被理解的。如果政府会员所在城市的联
2060 邦或国家的法律对版权保护作出相应规定（由政府发起的规定），在城市中的相关许可协
2061 议应该适用。对于6.5节到8节，其中的表述将是诚实的表述，其中的担保将改变为诚实的
2062 表述。

2063 **12 Legacy Patent Terms**

2064 **遗留专利条款**

2065 **12.1 Introduction**

2066 **简介**

2067 This Section 12 shall only apply to all Members and their Related Entities which were Members
2068 and any Proposed Standard Specifications which existed as of the Patent Policy Transition Date.
2069 The purpose of this Section 12 is to continue the original FIDO Alliance Promise which was
2070 applicable to all Members and their Related Entities. This Section 12 shall not apply to any
2071 Members joining the FIDO Alliance after the Patent Policy Transition Date. If any definitions or

2072 terms of this Section 12 conflict with definitions or terms in other Sections in this Agreement, the
2073 definitions and terms of this Section 12 apply to this Section 12 only.

2074 第12节仅适用于所有成员及其作为成员的相关实体，以及截至专利政策过渡日期已存在的
2075 任何拟议标准规范。本第12条的目的是继续适用于所有成员及其相关实体的最初FIDO联
2076 盟承诺。第12节不适用于专利政策过渡日后加入FIDO联盟的任何成员。如果第12节的任
2077 何定义或术语与本协议其他章节的定义或术语相冲突，则本第12节的定义和术语仅适用于
2078 第12节。

2079 **12.2 Definitions**

2080 **定义**

2081 “**Authorized Manufacturer**” means an entity which manufactures devices which implement a
2082 Proposed Standard Specification for or on behalf of a Bound Entity.

2083 “**授权制造商**”是指为受约束实体或代表受约束实体制造实施拟议标准规范的装置的实
2084 体。

2085 “**Authorized Subcontractor**” means an entity performing services for a Bound Entity, where such
2086 services relate directly to implementation of a Proposed Standard Specification or to performance
2087 of Public Permitted Uses.

2088 “**授权分包商**”是指为受约束实体提供服务的实体，此类服务直接涉及拟议标准规范的实
2089 施或公共许可用途的履行。

2090 “**Covered Third Party**” means a user or customer of a Bound Entity, an Authorized Manufacturer
2091 (but only with regard to devices actually manufactured for a Bound Entity), an Authorized
2092 Subcontractor (but only with regard to services provided directly to a Bound Entity), or any entity
2093 to which such Bound Entity owes an obligation to indemnify such entity from and against claims
2094 of infringement by Working Group Permitted Uses or Public Permitted Uses.

2095 “**涵盖第三方**”是指受约束实体的用户或客户、授权制造商（但仅限于为受约束实体实
2096 际制造的设备）、授权分包商（但仅限于直接向受约束实体提供的服务），或该受约束实
2097 体有义务保护该实体免受工作组许可使用或公共许可使用侵权索赔的任何实体。

2098 “**Granted Claims**” means, with respect to a Member and its Related Entities, those patent
2099 claims (a) that such Member and its Related Entities own or control, including (i) those patent
2100 claims the Member or its Related Entities acquire or control after the Date but on or before the
2101 termination of this Agreement or (ii) the applications whose priority dates are on or before two
2102 (2) months after the termination of this Agreement, (b) that are necessarily infringed by a
2103 compliant implementation of the Normative Requirements of a version of a Proposed Standard
2104 to the extent it is within the relevant scope of work established for its development by the
2105 relevant Working Group, where such infringement could not have been avoided by another
2106 commercially reasonable non-infringing alternative compliant implementation of such
2107 Proposed Standard Specification, and (c) the primary purpose of the relevant portion of the
2108 implementation is to enable authentication security in a manner consistent with the Mission.
2109 The Member and its Related Entities’ Granted Claims include only those patent claims that are
2110 infringed by the compliant implementation of the Normative Requirements of the Proposed
2111 Standard Specification, where such Proposed Standard Specification is approved as a Proposed

Effective Date: January 1, 2020

Page 57 of 71

2112 Standard Specification while one or more of the Member and its Related Entities is
2113 participating in the Working Group associated with such Proposed Standard Specification.
2114 Notwithstanding anything else in this Agreement, “Granted Claims” shall not include: (1)
2115 claims on enabling technologies or algorithms that may be necessary to make or use any
2116 product or portion thereof that complies with the Proposed Standard Specification and are not
2117 themselves expressly set forth in such Proposed Standard Specification (for example and
2118 without limitation, semiconductor manufacturing technology, compiler technology, object-
2119 oriented technology, basic operating system technology, programming instructions,
2120 compression formats, encryption formats and data processing); (2) claims on published
2121 standards developed elsewhere and merely referred to in the body of the Proposed Standard
2122 Specification, (3) claims on any portion of any product and any combinations thereof the
2123 purpose or function of which is not required for compliance with required portions of the
2124 Proposed Standard Specification, (4) claims which, if licensed, would require a payment of
2125 royalties by the licensor to unaffiliated third parties; and (5) claims on design patents and
2126 design registrations. Granted Claims do not include any claims other than those set forth above
2127 even if contained in the same patent as Granted Claims. For purposes of this definition, a
2128 Proposed Standard Specification shall be deemed to include only architectural and
2129 interconnection requirements essential for interoperability and shall not include any
2130 implementation examples unless such implementation examples are expressly identified as
2131 being Normative Requirements of the Proposed Standard Specification.

2132 **“授予的权利要求”** 就一成员及其相关实体而言，是指（a）该成员及其相关实体拥有
2133 或控制的专利权利要求，包括（i）该成员或其相关实体在该日期后获得或控制的专利
2134 权利要求，但在本协议终止之日或之前，或（ii）优先权日期在本协议终止后两（2）
2135 个月或之前的申请，（b）在相关范围内符合拟议标准版本规范性要求而必然受到侵犯
2136 的申请由相关工作组为其发展而制定的工作，如果此类侵权行为无法通过另一种商业上
2137 合理的、非侵权的、符合此类拟议标准规范的替代实施而避免，以及（c）实施的相关
2138 部分的主要目的是以与任务一致的方式实现认证安全。成员及其相关实体所授予的权利
2139 要求仅包括因符合所提出的标准规范的规范性要求而被侵犯的专利权利要求，当一个或
2140 多个成员及其相关实体参与与该拟议标准规范相关的工作组时，该拟议标准规范被批准
2141 为拟议标准规范。尽管本协议另有规定，“授予的权利要求”不应包括：（1）制造或
2142 使用任何产品或其任何部分可能需要的、符合拟议标准规范且其本身未在拟议标准规范
2143 中明确规定的授权技术或算法的权利要求（对于例如但不限于半导体制造技术、编译器
2144 技术、面向对象技术、基本操作系统技术、编程指令、压缩格式、加密格式和数据处
2145 理）；（2）对在其他地方开发并仅在建议正文中提及的已发布标准的权利要求标准规
2146 范，（3）对任何产品的任何部分及其任何组合的索赔，其目的或功能不要求符合拟议
2147 标准规范的要求部分，（4）如果获得许可，要求许可方向无关联的第三方支付版税的
2148 索赔；（五）外观设计专利权和外观设计登记权。授予的权利要求不包括上述权利要求
2149 以外的任何权利要求，即使与授予的权利要求包含在同一专利中。就本定义而言，建议
2150 的标准规范应被视为仅包括互操作性所必需的架构和互连要求，并且不应包括任何实现
2151 示例，除非此类实现示例被明确标识为建议的标准规范的规范要求。

2152 **“Proposed Standard Specification”** Proposed Standard status applies only to Specifications.
2153 Some deliverables will be Specifications intended for submission to an external standards
2154 development organization such as the IETF, and/or intended for implementation by non-
2155 Members. Only Proposed Standard Specifications are candidates for implementation by non-
2156 Members or submission to external standards development organizations. If the Board has
2157 determined, in cooperation with the Working Group that authored the Specification, that such
2158 Specification is ready for Proposed Standard Specification status, the Board shall vote on whether
2159 to make such candidate a Proposed Standard Specification. Approval by the Board requires a
2160 Full Supermajority Vote of the Board. Any Proposed Standard Specification may be submitted to
2161 the IETF or other standards development organization, with appropriate IPR grants, by a Full
2162 Supermajority Vote of the Board.

2163 **“拟定标准规范”** 拟定标准状态仅适用于规范。一些可交付成果将是提交给外部标准开发
2164 组织（如IETF）和/或非成员实施的规范。只有建议的标准规范才是非成员实施或提交给
2165 外部标准开发组织的候选规范。如果董事会已与编写本规范的工作组合作，确定该规范已
2166 准备好用于拟定标准规范状态，则董事会应投票决定是否将该候选标准规范作为拟定标准
2167 规范。董事会的批准需要董事会的绝对多数票。任何提议的标准规范都可以提交给IETF或
2168 其他标准开发组织，并获得适当的知识产权授权，由董事会以绝对多数票通过。

2169 **“Public Permitted Uses”** means making, using, selling, offering for sale, importing or distributing
2170 any compliant implementation of a Proposed Standard Specification, 1) only to the extent it
2171 implements the Normative Requirements of the Proposed Standard Specification and 2) so long
2172 as all required portions of the Proposed Standard Specification are implemented. Public Permitted
2173 Uses do not extend to any portion of an implementation that is not included in the Normative
2174 Requirements of a Proposed Standard Specification.

2175 **“公共许可用途”** 是指制造、使用、销售、发售、进口或分销任何符合标准规范的实施方案，
2176 1) 仅在其实现拟议标准规范的规范性要求的范围内，以及2) 只要拟议标准规范的所有
2177 要求部分均已实现。公共许可使用不适用于未包含在拟议标准规范要求中的实施的任
2178 何部分。

2179 **12.3 Patents**

2180 **专利**

2181 This Section 12.3 sets forth the terms under which Bound Entities make certain patent rights
2182 available to the Public for Public Permitted Uses.

2183 第12.3节规定了受约束实体将某些专利权提供给公众用于公共许可用途的条款。

2184 **12.3.1 Patent Non-Assert**

2185 **专利不主张**

2186 **12.3.1.1 The Promise**

2187 **承诺**

2188 For each Working Group in which one or more Bound Entities participates, Signatory, on behalf
2189 of itself, all its Related Entities and its and their successors in interest and assigns, promises not to
2190 assert its or its Related Entity's Granted Claims against any Participant in such Working Group
2191 for its Public Permitted Uses, subject to the terms and conditions of this Agreement. This is a
2192 personal promise directly from each Bound Entity to each Participant in such Working Group,
2193 and each Bound Entity represents to such Participant, and such Participant acknowledges as a
2194 condition of benefiting from it that no rights from such Bound Entity are received from suppliers,
2195 distributors, or otherwise in connection with this promise. These promises also apply to each
2196 Participant's Public Permitted Uses of any other specifications incorporating all required portions
2197 of the Specification.

2198 对于一个或多个受约束的实体参加的每个工作组，签字人代表其本身、其所有相关实体及
2199 其利益继承人和受让人承诺，不主张其或其相关实体就其公共许可用途向该工作组任何参
2200 与人主张其所准予的声明，但须符合下列条件以及本协议的条款。这是每个受约束实体直
2201 接向该工作组的每个参与方作出的个人承诺，每个受约束实体向该参与方表示，该参与方
2202 承认，没有从供应商、经销商处收到来自该受约束实体的权利是从中受益的条件，或与本
2203 承诺有关的其他事项。这些承诺也适用于每个参与者对包含规范所有要求部分的任何其他
2204 规范的公开许可使用。

2205 If the Signatory is not a Participant in a particular Working Group, and the Board has approved a
2206 particular Proposed Standard Specification, such Signatory shall be bound by the promise set
2207 forth in this Section 12.3.1.1 with respect to only such Proposed Standard Specification, in which
2208 case (i) the Signatory, on behalf of itself and all its Related Entities, promises not to assert its or
2209 its Related Entity's Granted Claims against any Public Permitted Uses, subject to the terms and
2210 conditions of this Agreement and (ii) the Signatory will be deemed a Participant in such Working
2211 Group solely for the purposes of this Section 12.3 as applicable solely to such Proposed Standard
2212 Specification.

2213 如果签字人不是某一特定工作组的参与者，且董事会已批准某一特定的拟议标准规范，则
2214 该签字人应遵守第12.3.1.1节中规定的仅与该拟议标准规范有关的承诺，在这种情况下

2215 (i) 签字人，代表其自身及其所有相关实体，承诺不主张其或其相关实体就任何公共许
2216 可用途提出的已授予的声明，但须遵守本协议的条款和条件，并且 (ii) 仅就第12.3节而
2217 言，签字人将被视为该工作组的参与者，该工作组仅适用于该拟议标准规范。

2218 Once the Board has approved a Proposed Standard Specification, the Board may elect, by a Full
2219 Supermajority Vote, to expand the scope of the beneficiaries of this promise to any party in the
2220 world (whether or not such party is a Participant). In such case, the Signatory, on behalf of itself,
2221 all its Related Entities and its and their successors in interest and assigns, irrevocably (except as
2222 provided in Section 12.3.1.2.1 or other otherwise herein) promises not to assert its or its Related
2223 Entity's Granted Claims against any party in the world for its Public Permitted Uses, subject to
2224 the terms and conditions of this Agreement.

2225 一旦董事会批准了拟议的标准规范，董事会可通过绝对多数票选举，将本承诺受益
2226 人的范围扩大到世界上的任何一方（无论该方是否参与）。在这种情况下，签字人
2227 代表其自身、其所有相关实体及其利益继承人和受让人，不可撤销地（第12.3.1.2.1

2228 节或本协议其他条款规定的除外) 承诺不主张其或其相关实体就其公共许可用途向
2229 世界任何一方提出的已授予的声明, 以本协议的条款和条件为准。

2230 **12.3.1.2 Termination**

2231 **终止**

2232 **12.3.1.2.1 As a Result of Claims by Promisee**

2233 **如由权利要求承诺人的结果**

2234 All rights, grants, and promises made by Bound Entities to a particular Participant or, if the Board
2235 has expanded the promise to any party in the world pursuant to Section 12.3.1.1, any party in the
2236 world and that party's Related Entities (each of the Bound Entities and each party and that party's
2237 Related Entities to which the promise is expanded is designated as a "Promisee" for purposes of
2238 this Section 12.3.1.2.1), under this Agreement are terminated and such Promisee relinquishes any
2239 rights, grants, and promises such Promisee has received for the Specification from each Bound
2240 Entity if such Promisee voluntarily files, maintains, or participates in a lawsuit against any Bound
2241 Entity or Covered Third Party asserting that such Bound Entity's or Covered Third Party's Public
2242 Permitted Uses infringe any patent claims owned or controlled by such Promisee, unless that suit
2243 was in response to a corresponding suit first brought against such Promisee.

2244 受约束实体对特定参与者的所有权利、授予和承诺, 或者如果董事会已根据第12.3.1.1节将
2245 承诺扩展至世界上的任何一方, 世界上的任何一方以及该方的相关实体(就本协议第
2246 12.3.1.2.1条而言, 每一受约束实体、每一方以及承诺扩展至的该方的相关实体均被指定为
2247 "受允诺人") 根据本协议终止, 且该受允诺人放弃任何权利、授予, 并承诺, 如果受约人
2248 自愿向任何受约束实体或受约束第三方提起诉讼、维护或参与诉讼, 声称该受约束实体或
2249 受约束第三方的公共许可使用侵犯了该受约束实体或受约束第三方拥有或控制的任何专利
2250 权, 则该受约人已从各受约束实体收到规范受允诺人, 除非该诉讼是对首次针对该受允诺
2251 人提起的相应诉讼的回应。

2252 **12.3.1.2.2 As a Result of Claims by the Signatory or its Related Entities**

2253 **由签字或其相关的实体权利要求的结果**

2254 If the Signatory or any of its Related Entities voluntarily files, maintains, or participates in a
2255 lawsuit asserting that a Public Permitted Use infringes any Granted Claims of the Signatory or its
2256 Related Entities, then all rights, grants, and promises made by each Participant in the Working
2257 Group associated with the Specification to the Signatory and its Related Entities under this
2258 Agreement are terminated and the Signatory and its Related Entities relinquish any rights, grants,
2259 and promises the Signatory and its Related Entities have received for the Specification from each
2260 Participant, unless, with respect to a particular Participant, a) the Signatory's promise to such
2261 Participant was terminated pursuant to Section 12.3.1.2.1, or b) that suit was in response to a
2262 corresponding suit first brought by such Participant against the Signatory or any of its Related
2263 Entities or Covered Third Parties.

2264 如果签字人或其任何相关实体自愿提起、维持或参与诉讼，声称公共许可使用侵犯了签字
2265 人或其相关实体的任何已授予的权利，则所有权利、授予，工作组每一参与方根据本协定
2266 向签字人及其相关实体作出的与本规范有关的承诺终止，签字人及其相关实体放弃任何权
2267 利、授予，并承诺签字人及其相关实体已从各参与人处收到规范，除非，就某一参与人而
2268 言，a) 签字人对该参与人的承诺已根据第12.3.1.2.1条终止，或b) 该诉讼是对该参与人首
2269 先对签字人或其任何相关实体或所涉第三方提起的相应诉讼的回应。

2270 **12.3.1.3 Additional Conditions**

2271 附加条件

2272 This promise is not an assurance (i) that any of Bound Entity’s copyrights or issued patent claims
2273 cover an implementation of a Specification or are valid or enforceable or (ii) that an
2274 implementation of a Specification would not infringe intellectual property rights of any third
2275 party. Notwithstanding the personal nature of Bound Entity’s promise, Bound Entity’s promise is
2276 intended to be binding on any future owner, assignee or exclusive licensee to whom has been
2277 given the right to enforce any Granted Claims against third parties, and Bound Entity will take
2278 such reasonable steps as Bound Entity can to make Bound Entity’s promise binding on such
2279 future owner, assignee or exclusive licensee.

2280 本承诺不保证 (i) 受约束实体的任何版权或已发布的专利权要求涵盖规范的实施，或是
2281 有效或可执行的，或 (ii) 规范的实施不会侵犯任何第三方的知识产权。尽管受约束实体
2282 的承诺具有个人性质，但受约束实体的承诺对任何未来所有者、受让人或排他性被许可人
2283 具有约束力，被授予对第三方强制执行任何授予的索赔的权利，且受约束实体将采取受约
2284 束实体能够采取的合理措施，使受约束实体的承诺对该未来所有人、受让人或排他性被许
2285 可人具有约束力。

2286 **12.3.1.4 Bankruptcy**

2287 破产

2288 Solely for purposes of Section 365(n) of Title 11, United States Bankruptcy Code and any
2289 equivalent law in any foreign jurisdiction, this promise will be treated as if it were a license and
2290 Participant may elect to retain Participant’s rights under this promise if Bound Entity (or any
2291 owner of any patents or patent applications referenced herein), as a debtor in possession, or a
2292 bankruptcy trustee, reject the non-assert under Section 12.3.1.1.

2293 仅适用于《美国破产法》第11编第365 (n) 节和任何外国司法管辖区的任何同等法律，本
2294 承诺将被视为一项许可，如果受约束的实体 (或此处提及的任何专利或专利申请的任何所
2295 有人)、拥有的债务人或破产受托人拒绝第12.3.1.1节项下的不主张，则参与人可选择保留
2296 参与人在本承诺项下的权利。

2297 **12.3.2 Commitment.**

2298 承诺

2299 In addition to rights each Bound Entity grants in this Agreement, including without limitation in
2300 Paragraph 12.3.1.1, on behalf of itself and its successors in interest and assigns such Bound
2301 Entity agrees that if it transfers or assigns a patent containing a Granted Claim, it will do so only
2302 on condition that the future owner or assignee enters into a binding written agreement that binds
2303 such future owner or assignee to the terms of Section 12.3 with respect to the assigned patent.
2304 除本协议（包括但不限于第12.3.1.1段）中各受约束实体授予的权利外，各受约束实体代
2305 表其自身及其利益继承人和受让人同意，如果其转让或受让了包含已授予权利的专利，
2306 只有在未来所有人或受让人签订一份具有约束力的书面协议，约束该未来所有人或受让
2307 人遵守第12.3节中有关转让专利的条款的情况下，才能这样做。

2308

2309 **13 Membership Information, Signature & Pre-Requisites**

2310 会员信息、签名和先决条件

2311 **13.1 Membership Contact Information & Representation**

2312 会员联系方式及代表

2313

2314

2315 (MEMBER Name)会员名称

2316

2317 (Primary Representative Name and email address) 主要代表姓名和电子邮件地址

2318

2319

2320 (Patent legal counsel for Member and postal address) 会员专利法律顾问及邮寄地址

2321 Desired Membership Level: 所需会员级别

2322 Associate (fewer than 100 employees)

2323 Associate (greater than 100 employees)

2324 Sponsor

2325 Government

2326

2327 (Mailing Address) 邮寄地址

2328

2329 (Billing Contact name and email address) 帐单联系人姓名和电子邮件地址

2330 If you wish to participate in these areas of the FIDO Alliance, please complete the information
2331 below:

2332 如果您希望参与 FIDO 联盟的这些领域，请填写以下信息

2333

2334 **Marketing and PR: 市场营销与公关**

2335

2336

2337 (Marketing Contact name and email address) 营销联系人姓名和电子邮件地址

2338

2339

2340 (PR Contact name and email address) 公关联系人姓名和电子邮件地址

2341

2342 **Public Policy: 公共政策**

2343

2344

2345 (Government Affairs/Public Policy Contact name and email address) 政府事务/公共政策联系人
2346 姓名和电子邮件地址

2347

2348 **13.2 Signing Instructions.**

2349 签字说明

2350 **On Behalf of Signatory applying for Membership:**

2351 代表申请入会的签字人

2352 Corporate/Entity. If you are signing this Agreement on behalf of a corporation, employer,
2353 partnership, or similar legal entity, ensure that an authorized individual signs this Agreement and
2354 identifies the entity that will be granting rights under this Agreement as the Signatory.

2355 公司/实体。如果您代表公司、雇主、合伙企业或类似法律实体签署本协议，请确保授权
2356 个人签署本协议，并确定将根据本协议授予权利的实体为签署人。

2357

2358 _____

2359 (Signatory Name Typed or Printed)签名或打印

2360

2361

By: _____

2362

(Authorized Signature)授权签字

2363

2364 _____

2365 (Print Name of person signing above)以上签字人姓名打印

2366

2367

Date signed签字日期: _____

2368

On Behalf of FIDO Alliance代表FIDO联盟

2369

By: _____

2370

(Authorized Signature) 授权签字

2371

2372 _____

2373

(Print Name of person signing above) 以上签字人姓名打印

2374

2375

Date signed签字日期: _____

2376

2377	Table of Contents	
2378	FIDO Alliance Membership Agreement	2
2379	1 Mission Statement and Preamble	2
2380	2 Definitions	3
2381	3 General	11
2382	3.1 Duration and Dissolution.....	11
2383	3.2 Members’ Freedom of Action and Right to Compete	11
2384	3.3 Principal Office	12
2385	3.4 Governing Law.....	12
2386	3.5 Dispute Resolution	13
2387	3.6 Amendments to this Agreement and the Bylaws.....	13
2388	3.7 Publicity.....	14
2389	3.8 Headings.....	14
2390	3.9 Privacy Policy.....	14
2391	4 Governance.....	15
2392	4.1 Decision Making	15
2393	4.2.1 The Executive Council	15
2394	4.2.2 The FIDO Board.....	16
2395	4.3 Officers, Executive Director and Working Groups	18
2396	4.3.1 General Provisions.....	18
2397	4.3.2 Duties of the President.....	18
2398	4.3.3 Duties of the Vice President	19
2399	4.3.4 Duties of the Treasurer	19
2400	4.3.5 Duties of the Secretary	19
2401	4.3.6 Executive Director.....	20
2402	4.3.7 Nonliability of Delegates, Officers and Members.....	21
2403	4.3.8 Removal, Resignation and Vacancies	21
2404	4.4 Working Groups	22
2405	4.4.1 Chartering a Working Group.....	23
2406	4.4.2 Work Flow and Approval Criteria (by status type)	24
2407	4.4.2.1 General Flow	24
2408	4.4.2.2 “Pre-Draft”	24
2409	4.4.2.3 “Working Draft”	24

2410	4.4.2.4 “Review Draft”	25
2411	4.4.2.5 “Proposed Standard Specification”	25
2412	4.4.2.6 Publishing FIDO Alliance Deliverables	26
2413	4.4.2.7 Publishing Translations	26
2414	4.4.3 Notifications and Electronic Voting	26
2415	4.4.4 Liaisons	27
2416	4.4.5 Chairs, Vice Chairs, Scribes, and Editors	28
2417	4.4.5.1 Working Group Chairs	28
2418	4.4.5.2 Working Group Vice Chairs	28
2419	4.4.5.3 Working Group Scribes	28
2420	4.4.5.4 Working Group Editors	28
2421	4.4.5.5 Removal, Resignation and Vacancies within Working Groups	29
2422	4.4.6 Withdrawal from a Working Group	29
2423	4.5 Controlling Documents	30
2424	5 Handling Confidential Information	30
2425	5.1 General Principle	30
2426	5.2 Degree of Care	30
2427	5.3 Term of Obligation	31
2428	5.4 Not Prohibited Disclosures	31
2429	5.5 Permitted Use	31
2430	5.6 Residuals	32
2431	6 Intellectual Property Rights Policy	32
2432	6.1 Copyright Grant to FIDO Alliance	33
2433	6.2 Patent Policy and Overview	33
2434	6.2.1 Licensing Obligations of Technical Working Group Participants	33
2435	6.2.1.1 RF Licensing Requirements for All Technical Working Group Participants – The	
2436	Promise	34
2437	6.2.1.2 Limitation on Licensing Requirement for Non-Participating Members	34
2438	6.2.1.3 Licensing Commitments in Contributions	34
2439	6.2.1.4 Note on Licensing Commitments for Invited Experts	35
2440	6.2.1.5 Technical Working Group License	35
2441	6.3 Exclusion from RF Licensing Requirements	35
2442	6.3.1 Exclusion with Continued Participation	36

2443	6.3.2 Exclusion and Resignation from the Technical Working Group.....	36
2444	6.3.3 Joining an Already Established Technical Working Group	37
2445	6.3.4 Exclusion Procedures for Pending, Unpublished Patent Applications.....	37
2446	6.3.5 Exclusion Mechanics.....	37
2447	6.4 Disclosure.....	38
2448	6.4.1 Disclosure Requirements.....	38
2449	6.4.2 Disclosure Exemption	38
2450	6.4.3 Disclosure Requests.....	38
2451	6.4.4 Disclosure Contents.....	39
2452	6.4.5 Disclosure of Laid-Open or Published Applications.....	39
2453	6.4.6 Disclosure of Pending, Unpublished Applications.....	39
2454	6.4.7 Good Faith Disclosure Standards	39
2455	6.4.8 Timing of Disclosure Obligations	40
2456	6.4.9 Termination of Disclosure Obligations	40
2457	6.4.10 Disclosure Obligations of Invited Experts.....	40
2458	6.5 Exception Handling.....	40
2459	6.5.1 PAG Formation	40
2460	6.5.2 PAG Formation After a Proposed Standard Specification Is Issued	41
2461	6.5.3 PAG Composition	41
2462	6.5.4 PAG Procedures	42
2463	6.5.4.1 PAG Formation Timing.....	42
2464	6.5.4.2 PAG Charter Requirements.....	42
2465	6.5.5 PAG Conclusion.....	42
2466	6.5.5.1 Possible PAG Conclusions	42
2467	6.5.5.2 PAG Outcome	43
2468	6.5.5.3 Procedure for Considering Alternate Licensing Terms	43
2469	6.6 No Other Rights.....	44
2470	6.7 Non-Circumvention.....	44
2471	6.8 Representations, Warranties and Disclaimers.	45
2472	7 Withdrawal from Agreement.....	45
2473	7.1 Voluntary Withdrawal	45
2474	7.2 Termination	46
2475	7.3 Effect of Termination	46

2476	8 Export Compliance.....	47
2477	9 Membership Provisions.....	47
2478	9.1 Determination, Rights and Obligations of Members.....	47
2479	9.2 Qualifications for Membership.....	48
2480	9.3 Admission to Membership	48
2481	9.4 Fees and Dues.....	48
2482	9.5 Number of Members.....	49
2483	9.6 Membership Roll.....	49
2484	9.7 Nontransferability of Memberships.....	49
2485	10 Meetings of Members.....	49
2486	10.1 All Member Meeting(s).....	50
2487	10.2 Place of Meetings	50
2488	10.3 Notice of Meetings	50
2489	10.4 Member Action.....	50
2490	10.5 Member Action at Meetings.....	51
2491	10.6 Action by Written Ballot	51
2492	10.7 Conduct of Meetings	51
2493	11 Membership Classifications	51
2494	11.1 Board Member.....	52
2495	11.2 Sponsor Member	53
2496	11.3 Associate Member	54
2497	11.4 Government Member.....	55
2498	11.4.1 Rights and Benefits.....	55
2499	11.4.2 Changed Agreement Terms	56
2500	12 Legacy Patent Terms	56
2501	12.1 Introduction	56
2502	12.2 Definitions	57
2503	12.3 Patents	59
2504	12.3.1 Patent Non-Assert.....	59
2505	12.3.1.1 The Promise.....	59
2506	12.3.1.2 Termination	61
2507	12.3.1.2.1 As a Result of Claims by Promisee	61
2508	12.3.1.2.2 As a Result of Claims by the Signatory or its Related Entities	61

2509 12.3.1.3 Additional Conditions 62
2510 12.3.1.4 Bankruptcy 62
2511 12.3.2 Commitment..... 62
2512 13 Membership Information, Signature & Pre-Requisites 64
2513 13.1 Membership Contact Information & Representation 64
2514 13.2 Signing Instructions..... 66
2515