



FRAND or Foe? Global SEP Negotiation and Enforcement

September 25, 2025

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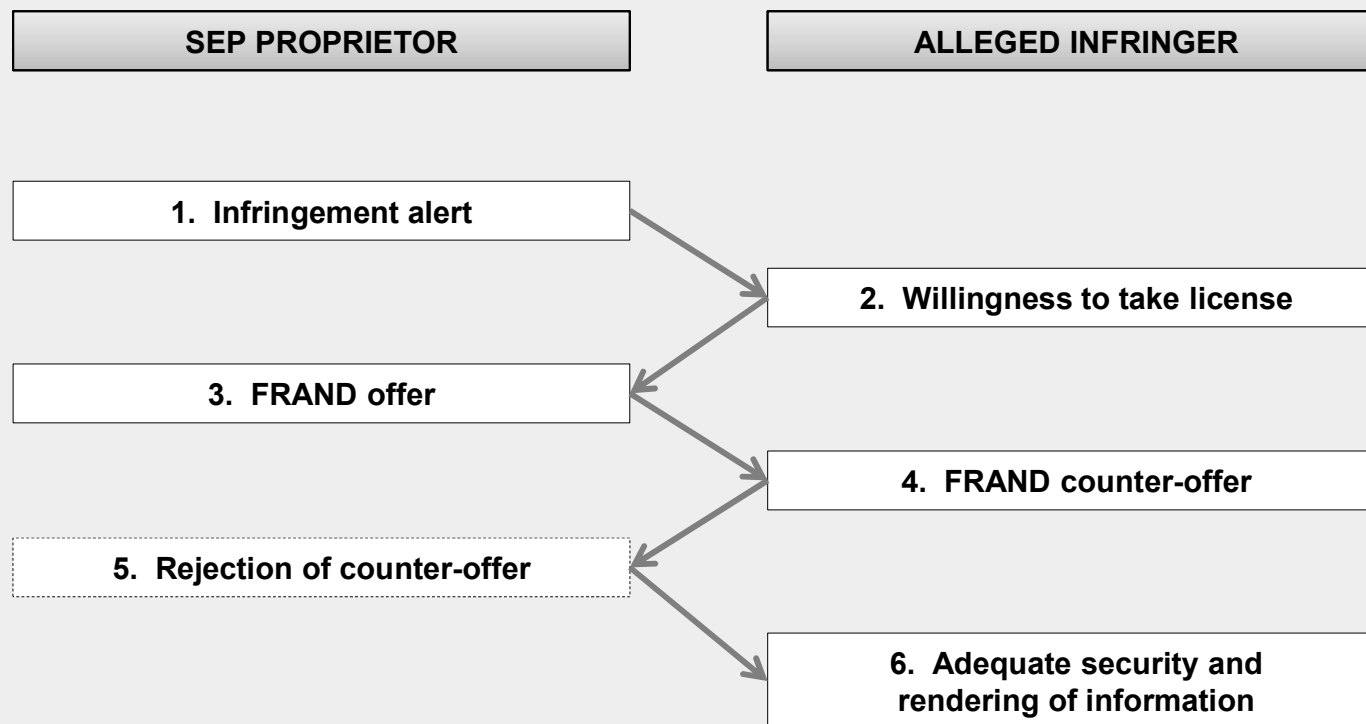
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China Update

1. Global rate setting cases brought by Chinese implementers and patentees continue. A number of Chinese companies seek to sue before the English court instead.
2. Jurisdiction over global rate determination for a pool licence – TCL v Access Advance.
3. Anti-anti-suit injunction – Huawei v Netgear case (December 2024)
4. Anti-monopoly Guidelines on SEP (November 2024) published by the State Administration for Market Regulation on unwillingness behaviours and unreasonable terms.
5. Increase focus on automotive and video codec as new verticals. See:
 - Automotive Industry SEP licensing study reports.
 - Access Advance's new Video Distribution Pool launched with four Asian video streaming licensees: ByteDance, Kuaishou, NTT Docomo, and Tencent.

European Update: CJEU – Huawei v. ZTE

In case of market dominant position:



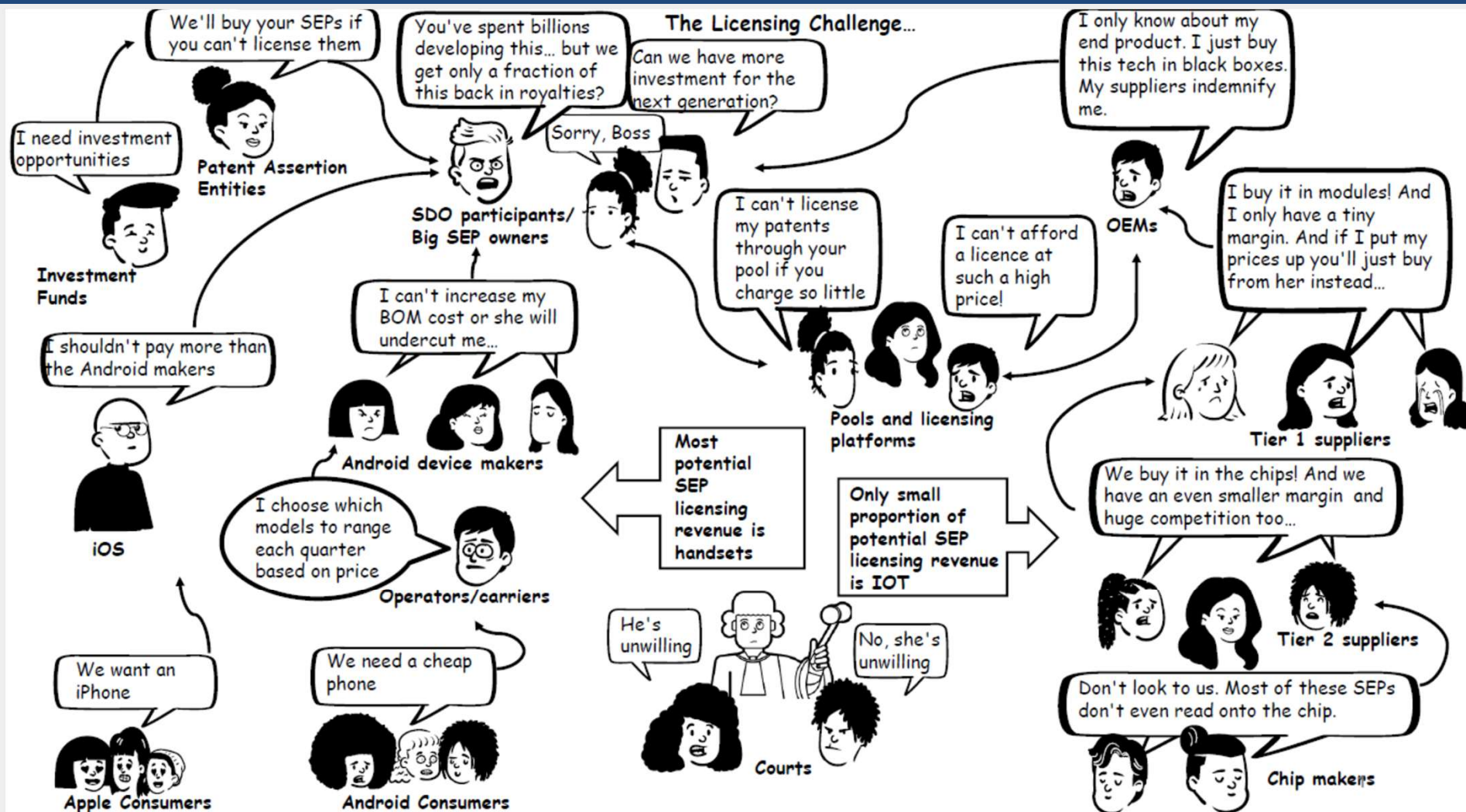
Topics

- **Recent legal and regulatory trends** shaping SEP enforcement in major global forums.
- **Strategic approaches to SEP and FRAND negotiations**, from both the SEP holder and implementer perspectives.
- **Best practices for avoiding litigation** while maintaining leverage in licensing discussions.
- **Critical considerations when negotiations stall**, including how to preserve litigation positions and assess favorable forums for dispute resolution.

ETSI (Eur. Telecomm. Standards Inst.) IPR Policy

- Clause 6.1 obligates “the [patent] owner to give ... an irrevocable undertaking in writing that it is prepared to grant irrevocable licences on fair, reasonable and non-discriminatory ('FRAND') terms”
- Clause 6.1 is “designed to achieve a fair balance between the interests of SEP owners and implementers, by giving implementers access to the technology protected by SEPs and by giving the SEP owners fair rewards through the license for the use of their monopoly rights.”

The Licensing Challenge...



Questions?

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