



Internal Regulations

Original

16.06.2017	Original version (version 8) of the ADASIS AISBL Internal Regulation
------------	--

Amendment #1

14.09.2018	Modification of definition members, affiliates Addition of Anti-trust law statements (p6) Addition of section IV.3 Core group of a Working Group
21.09.2018	Addition of Annex V (Code of Conduct) Addition of Annex VI (Competition Law Guidelines)
15.01.2019	Version 9 sent to all partners for comments until 13.02.2019
30.04.2019 30.08.2019	Version 10 including some comments from partners

ADASIS AISBL Internal Regulations

I	DEFINITIONS	4
II	VISION	6
III	GOVERNING BODIES OF THE ASSOCIATION	6
III.1	GENERAL ASSEMBLY	7
III.2	STEERING BOARD.....	8
III.2.1	<i>Number of Steering Board Members</i>	8
III.2.2	<i>Representation of interests</i>	8
III.2.3	<i>Nomination and commitment</i>	8
III.2.4	<i>Requirements for candidates</i>	9
III.2.5	<i>Election</i>	9
III.2.6	<i>Dismissal</i>	9
III.2.7	<i>Tasks</i>	9
III.3	COORDINATOR – DAILY MANAGER	11
IV	GOVERNING BODIES OF THE WORKING GROUPS	12
IV.1	WORKING GROUP LEADER.....	12
IV.2	WORKING GROUP(S).....	12
IV.3	CORE GROUP OF A WORKING GROUP	12
V	FEES AND EXCEPTIONAL FUNDS	14
V.1	FEES.....	14
V.2	EXCEPTIONAL FUNDS	14
VI	RESPONSIBILITIES	14
VI.1	GENERAL RESPONSIBILITIES	14
VI.2	RESPONSIBILITIES TOWARDS EACH OTHER	14
VII	INTELLECTUAL PROPERTY RIGHTS (IPRS)	15
VII.1	ADDITIONAL DEFINITIONS.....	15
VII.2	GENERAL PROVISIONS	16
VII.2.1	<i>Background</i>	16
VII.2.2	<i>Joint Foreground Ownership</i>	16
VII.2.3	<i>Sole Foreground Ownership</i>	16
VII.2.4	<i>Transfer of Employees' Rights</i>	16
VII.2.5	<i>Purpose and general rules</i>	17
VII.2.6	<i>Open Source Software</i>	17
VII.3	ESSENTIAL PATENT DISCLOSURE.....	17
VII.4	STATEMENT AND LICENSING DECLARATION	18
VII.4.1	<i>Purpose of the Declaration Form</i>	18
VII.4.2	<i>Contact information</i>	19
VII.5	CONDUCT OF MEETINGS AND DUTIES OF CHAIRS AND LEADERS REGARDING IPR	19
VII.6	PATENT INFORMATION LIST.....	19
VII.7	SPECIFIC PROVISIONS.....	20
VII.7.1	<i>Consultations on draft Deliverables</i>	20
VII.7.2	<i>Notification</i>	20
VII.7.3	<i>Irrevocable licensing declarations on Essential Patent and transfer of ownership to third parties</i> 21	
VII.8	PROCESS FOR APPROVAL OF SPECIFICATIONS AND/OR DELIVERABLES	21
VII.8.2	<i>Draft specifications; License Review Period</i>	21
VII.8.3	<i>Licensing Objections</i>	21
VII.8.4	<i>Notice of licensing objections</i>	22

VII.9 CONFIDENTIALITY22

 VII.9.1 *Internal use*22

 VII.9.2 *Confidentiality obligations*22

 VII.9.3 *Communication of information*.....23

 VII.9.4 *Communication to third Parties*23

VII.10 PUBLICATIONS AND PRESS RELEASES23

VIII LIABILITY AND INDEMNIFICATION24

VIII.1 LIABILITY OF THE MEMBERS24

 VIII.1.1 *Disclosure of information*.....24

 VIII.1.2 *Liability towards each other*.....24

VIII.2 FORCE MAJEURE.....24

IX MISCELLANEOUS25

IX.1 ASSIGNMENT25

IX.2 TERM AND TERMINATION25

 IX.2.1 *Entry into force and termination*25

 IX.2.2 *Withdrawal*25

 IX.2.3 *General Provisions relating to Termination of the Membership*.....26

IX.3 SETTLEMENT OF DISPUTES.....26

IX.4 LANGUAGE26

IX.5 NOTICES26

IX.6 APPLICABLE LAW.....26

IX.7 ENTIRE AGREEMENT - AMENDMENTS - SEVERABILITY26

IX.8 COUNTERPART27

ANNEXES OF THE INTERNAL REGULATIONS28

ANNEX I ADASIS ASSOCIATION MEMBERSHIP FEES: YEAR 20XX.....29

ANNEX II DECLARATION OF ACCESSION TO THE ADASIS AISBL30

ANNEX III FORESEEN BY-LAWS AND POLICIES AT THE LAUNCHING OF THE ASSOCIATION.....31

ANNEX IV DECLARATION FORM32

ANNEX V CODE OF CONDUCT35

ANNEX VI COMPETITION LAW GUIDELINES37

The purpose of these *Internal Regulations* is, in addition to *ADASIS Statutes*, to specify the organisation of the work between the *Members*, to organize the management of the *Association*, to define rights and obligations (further to the registered *Statutes*) of the *Members and the Coordinator*, including, but not limited to, their liability and indemnification, and the protection of IP rights.

However, should a conflict arise between the *Statutes* and the present *Internal Regulations*, the *Statutes* shall in any case prevail over the *Internal Regulations*.

I DEFINITIONS

In these Regulations, the terms listed below have the meaning given to them in this section, namely:

Accession Date means the date of the signature of the Declaration of Accession.

Affiliate of a *Member* means:

any legal entity directly or indirectly controlling, controlled by, or under common control with a *Member*, for so long as such control lasts and provided that the said *Affiliate* or the ultimate controlling entity is incorporated and resident in, and subject to the law of, a Member State of the Community, or an *Associated State*.

Control of an entity shall exist through the direct or indirect:

- control of 50% or more of the nominal value of the issued equity share capital of the entity or of 50% or more of the equity's shares entitling the holders to vote for the election of directors or persons performing similar functions, or
- right by any other means to elect or appoint directors of the entity (or persons performing similar functions) who have a majority vote,

Common control through government does not, in itself, create affiliated status.

Association (or AISBL), means the association identified in articles 1 and 2 of the *Statutes*, and that is governed by said statutes, these Regulations and applicable laws.

Chairman means the Member identified in article 14 of *ADASIS Statutes*.

Vice-Chairman means the Member identified in article 14 of *ADASIS Statutes*.

Coordinator means ERTICO ITS Europe, a Belgian company with offices at 1050 Brussels, avenue Louise 326, 2nd floor (Blue Tower). The Coordinator is a signee of the *Statutes* and *Regulations* but is not considered as a Member. Since it is not a Member it has no voting right in any body of the Association (notably the General Assembly, the Board or the Working Groups). When the *Statutes* or the *Regulations* provides that the Coordinator is a Member of a body, it should be understood that it participates to the work of such body in accordance with the *Statutes* and the *Regulations*, however without the right to vote.

Declaration of Accession means a declaration, in the form as provided for in *these Regulations' Annex IV*, signed by a party wishing to join the *Association*.

Defaulting Member means a *Member* which the *General Assembly* has, in accordance with its procedures, or the other Parties acting jointly have, determined is in breach of any of its obligations in accordance with article 7 of *ADASIS Statutes* and Section IX.2.2.2 hereof.

Deliverables mean any work produced in the framework of and under this *Association*.

General Assembly means the body established in accordance with Part III (art. 9-13) of ADASIS Statutes and Section III.1 hereof.

Fund(s) means:

- (a) payments made by a third-party to the *Association* for the benefit of all Members in relation with its purpose, and not directly allocated to a Member; and
- (b) fees paid by Members in respect of their Membership and in accordance with Annex III hereof; and
- (c) exceptional funds as decided by the General Assembly in accordance with Section V.2.1.1.

Steering Board means the body established in accordance with Part IV (art. 14-21) of ADASIS Statutes and Section III.2 hereof.

Member or **Members** means (i) a Member or the Members who joined this *Association* at its origin, and (ii) a Member or the Members who joined it later on a Declaration of Accession, providing that the Membership and status of said Member or Members have been confirmed by the Steering Board in accordance with the relevant Section hereof. Each Member has a status, corresponding to a number of rights and obligations, as provided for in the relevant Annex.

Regulations (or Internal Regulations), means this document (core and Annexes together).

Statutes, means the notarial document, used for the official incorporation of the *Association*.

Working Group means any Working Group created in accordance with the provisions of these *Regulations*. Annex II provides the list of the Working Group at the moment when this *Association* was created.

Working Group Leader means the *Member* identified in Section IV.1 hereof who will carry out the co-ordination tasks provided for in that Section.

II VISION

Advanced Drivers Assistance Systems Interface Specifications, ADASIS, is an open group of significant actors from the global vehicle industry and suppliers who joined forces, under the form of this Association, driven by the common vision and belief that, defining an appropriate interface for exchanging information between the in-vehicle map database, ADAS and automated driving applications will inevitably:

- enable ADAS and automated driving applications to be provided with data from map database systems or other data sources
- enable these application to build predictive and vehicle environment data based on map, position and other georeferenced data which will improve the performances of such applications
- provide to the industry a defacto and adequate standard to be used worldwide
- contribute as one enabling technology to the development and deployment of all automated driving levels
- drive global growth in this field
- improve road safety, reduce emissions and provide enhanced driving comfort

Its Purposes, Scope and Objectives are set in the Statutes of the ADASIS Association.

The Association and Members shall comply with Competition laws while participating to any and all activities of the Association, including but not limited to the exchange of information for the purposes of the performance of the Association's activities.

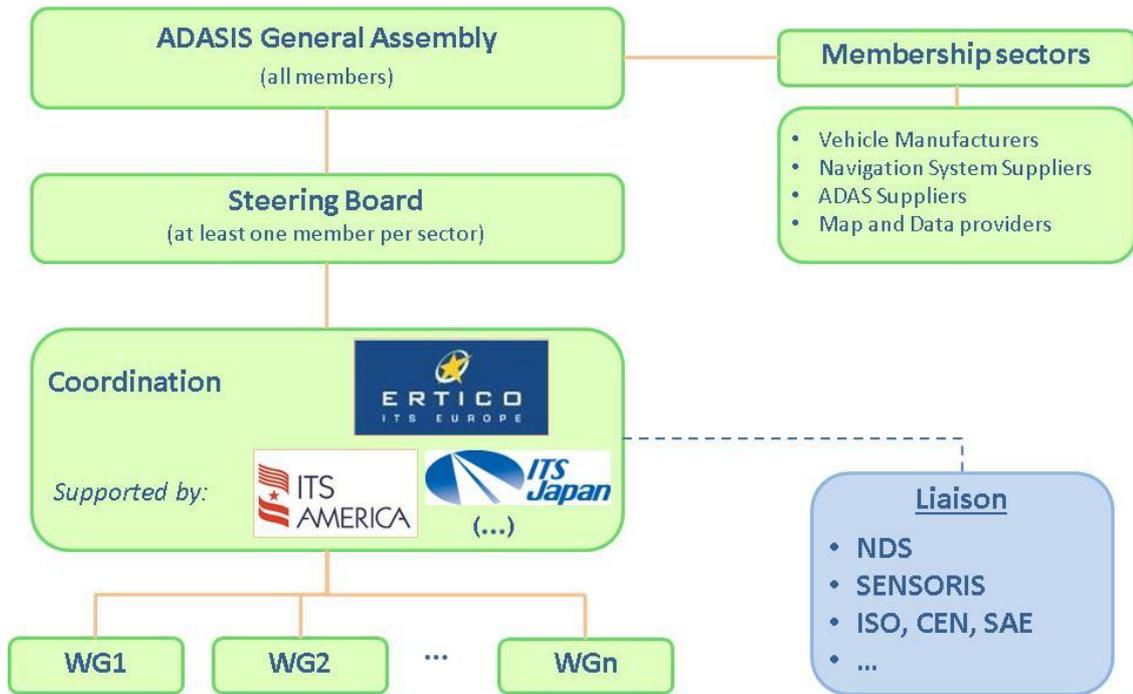
In addition to applicable rules and any policies of the Members, the Association and its Members shall notably comply with the Code of Conduct and Competition Law Guidelines set in Annexes V and VI.

ADASIS specifications and standards are non-discriminatory and neither supplier nor technology specific.

III GOVERNING BODIES OF THE ASSOCIATION

The general organizational structure of the Association consists of:

- The General Assembly, being the ultimate decision making body of the Association;
- The Steering Board, being responsible for the day to day decision making within the Association as well as the Working Groups supervision;
- The Coordinator, being responsible for the daily management and the overall coordination of meetings and activities, preparation and execution of the Steering Board and General Assembly meetings and all kind of high level managerial, administrative and financial tasks;
- The Working groups (WG), each of which carries its own task and responsibilities.



III.1 General Assembly

The General Assembly is composed by (i) all Members, and (ii) the Coordinator (being understood that the Coordinator has no right to vote in the General Assembly).

The *General Assembly* is responsible for the overall direction of the *Association*. To that end, the *General Assembly* shall notably be responsible for:

- (a) **Money:** agreeing upon the proposal made by the *Steering Board* for the *Association's* budget in accordance with the Statutes and these, reviewing and deciding upon the creation, modalities of use, management and release of *Funds*;
- (b) **Core:** approve and/or amend the terms of the Statutes and the Internal Regulations;
- (c) **Default :** agreeing upon the proposals made by the *Steering Board* that the *General Assembly* should propose to the *Members* (other than the *Defaulting Member*) that they serve notice on a *Defaulting Member* in accordance with Section IX.2.2.2;
- (d) **Deliverables:** agreeing (final approval) upon the proposal made by a *Working Group* to the *Steering Board* for the adoption of a Deliverable, or the modification, alteration, replacement or suppression of a Deliverable previously approved by the General Assembly;
- (e) **Working Groups:** deciding upon the launch of a *Working Group* within the *Association*, the suppression of any existing *Working Group*, and any change to the task and mission assigned to an existing *Working Group*; and
- (f) **Termination:** deciding on the termination of the *Association*; and
- (g) **Exceptional funds:** deciding upon exceptional Funds in accordance with Section V.2.1.1 hereof; and

- (h) **Steering Board:** taking into account article 14 of ADASIS Statutes and Section III.2.1 hereof, deciding upon the number of Members to be elected to the Steering Board, and election of such Members, and
- (i) **By-laws and policies:** supervision, modification or cancellation of by-laws and policies drafted by the Steering Board if and when such documents do not comply with this Agreement.

III.2 Steering Board

The composition of the *Steering Board* shall represent an appropriate mixture in respect of balance of competencies and fields of activities.

The Steering Board will meet as and when required between meetings of the General Assembly, taking appropriate decisions on behalf of the ADASIS AISBL and reporting these to the General Assembly. These meetings shall generally be held to coincide where applicable with Working Group meetings. Every Member of the Steering Board can demand for a meeting to be organized and propose that points raised by him are included on the agenda.

III.2.1 Number of Steering Board Members

- The Steering Board will consist of a minimum of 3 Members at any time. If for whatever reason a Steering Board Member can no longer fulfill his/her obligations, the remaining Steering Board Members may appoint a Member ad-interim but have to organize a general assembly election within 2 months.
- In case of ad-interim appointment it is recommended that the Steering Board looks at the predecessor first since he/she is aware of procedures.
- The elected replacement will serve out the term of the previous Steering Board Member. An ad-interim or replacement term does not count for the consecutive-term rule.

III.2.2 Representation of interests

Although it is not possible to capture right representation of all interests in a simple rule, the Steering Board is expected to point, before elections, the background/representation of Steering Board Members that will remain, as well as that of the candidates.

The Steering Board will be drawn from Members of the Association, for example two seats for Vehicle Manufacturers and one seat for representatives of each of the other sectors. The Steering Board representatives will decide on a chairperson from amongst themselves.

III.2.3 Nomination and commitment

- In case a term of one or more Steering Board Members is 2 months before ending, a call for Steering Board nomination will be sent by the Coordinator.
- The nomination term is 1 months. After 1 month the coordinator will distribute a list of nominees to all voting Members with the request to vote during the next General Assembly (this general Assembly must be scheduled before the end of the term of Steering Board Members).
- ADASIS Steering Board Members can be nominated by self-nomination or nomination by other Members
- Each Steering Board Member is expected to have the time available to perform Steering Board Member duties.

- Secondly, to make sure candidates can live up to the commitment of being a Steering Board Member without objections from their primary organisation(s) a letter of support is required, signed by the right person of authority within that/those primary organisation(s).

III.2.4 Requirements for candidates

- The candidate must be a Member of the Association.
- At least one of the Chair or Vice-Chair candidates has to be an ERTICO partner.

III.2.5 Election

A ballot shall be held in accordance with the rules and principles provided in the Statutes and Internal Regulations. The Coordinator is the teller. The vote shall be counted in public, immediately after the vote and the result will be announced immediately. Objection related to the election is admissible only if it is raised at the latest at the moment of the announcement of the result of the election.

There will be one vote available per Steering Board position per Member and there can only be one vote per Member per nominee.

If there is only one seat to provide within the Steering Board, the candidate who gets the highest amount of votes is elected. If there are two seats to provide within the Steering Board, the two candidates who get the highest amount of votes are elected, and so on.

III.2.6 Dismissal

- A Steering Board Member may be dismissed by unanimous decision of the other Steering Board Members in case of criminal misconduct or serious suspicions thereof. If this occurs the Steering Board Member in question is suspended immediately and may no longer represent the organisation in any shape or form. The remaining Steering Board Members can start the ad-interim procedure.
- The General Assembly can also dismiss a Steering Board Member by means of a motion of no-confidence.
- A Steering Board decision to suspend, or a no-confidence motion must be validated by a 75 % + 1 majority of the General Assembly. If this majority is reached new elections for the position must be held within two months.
- If all Steering Board Members should be dismissed by the General Assembly, the General Assembly may appoint ad-interim Steering Board Members immediately by common majority per position. Elections must be held within two months. This will be replacement elections.

III.2.7 Tasks:

The *Steering Board* shall notably be responsible for:

- (a) **Money:** making proposals for annual budget, its allocation and *Funds* to the *General Assembly* in relation with Section III.1 (a); ~~this proposal should be made before the end of the year and be adopted by the GA during its last meeting of the year.~~
- (b) **Core:** making proposals to the *General Assembly* in relation with Section III.1 (b);
- (c) **Annexes:** deciding upon the review and/or amendment of the terms of the Annexes hereof;

- (d) **Members:** providing the general Assembly with the list of existing and new signatories of a *Declaration of Accession* since the moment when the last General Assembly was held; proposing exclusion of Members to the General Assembly;
- (e) **Default:** making proposals to the *General Assembly* in relation with Section III.1 (c);
- (f) **Deliverables:** providing the *General Assembly* with the list of *Deliverables* proposed by each *Working Group* since the moment when the last *General Assembly* was held, in order to allow the *General Assembly* to vote in accordance with Section III.1 (d);
- (g) **Association Groups:** establishment and supervision of Association Groups (e.g. Working Groups, Task Forces, ...), including instruction to a Working Group or its Leader to take corrective action and follow-up of such corrective action – and making proposals to the *General Assembly* in relation with Section III.1 (f);
- (h) **Communication:** deciding upon press releases and publications by the *Association*;
- (i) **Work plan and roadmaps:** deciding upon the organizational work plan and roadmaps of the *Association*;
- (j) **Control:** deciding upon measures to ensure the effective day-to-day co-ordination and monitoring of the progress of the technical work affecting the *Association* as a whole;
- (k) **General care:** all and any action required by the general care and supervision of the *Association* (including establishing the agenda for General Assembly meetings) and the way Members and the Coordinator perform their duty according to the Statutes and these Regulations; all and any action required in order to ensure the viability of the Association including contact with authorities and third-Parties; all and any action required to solve conflict or potential conflict between *Members*, and/or a Member or *Members* and third-Parties in relation with the *Association*; and;
- (l) **Exceptional Funds:** making proposals to the *General Assembly* in relation with Section III.1 (g); and
- (m) **New Members:** agreeing as a *Member* all signatories of a *Declaration of Accession* (Annex IV) since the last General Assembly was held, and confirming its status, in accordance with Part II of the Statute and the relevant IR Annexes; and
- (n) **By-laws and policies:** drafting additional by-laws, policies, process description, internal rule and similar business documents (together “By-laws and policies”) that are necessary or useful for the *Association*, notably in order to ensure the supervision of the Working Groups, as well as official recommendations and statements made in the name of the Association. By-laws and policies must comply with the Statutes and these Regulations; and
- (o) **Staff:** approving and revoking approval of staff from the Coordinator delegated to manage and administer the association; and
- (p) **Extraordinary contracts:** deciding on contracts outside the ordinary course of business or in which one of the Members is also a party.

III.3 Coordinator – Daily Manager

The Coordinator, ERTICO ITS Europe, a Belgian company with offices at 1050 Brussels, avenue Louise 326, 2nd floor (Blue Tower), is the legal entity provided for in the relevant definition in Section I hereof.

The *Coordinator* is in charge of the daily coordination and management of the Association based on a service contract with ADASIS (see Annex VIII); it includes notably the following functions:

- (a) Administration and preparation of minutes of the *General Assembly* and the *Steering Board*, and follow-up of its decisions;
- (b) transmission of any documents and information related to the *Association* between the *Members* concerned; and
- (c) preparation and record-keeping of all decisions taken by the *General Assembly*, accessible for the effective Member of the *General Assembly* only (such data room may be on electronic form only); and
- (d) preparation and record-keeping of all decisions taken by the *Steering Board*, accessible for the effective Member of the *Steering Board* only (such data room may be on electronic form only); and
- (e) preparation and record-keeping, on request, of all decisions taken by a *Working Group*, accessible for the effective Members of such *Working Group* only or to other persons depending the instruction received from the relevant *Working Group Leader* (such data room may be on electronic form only); and
- (f) preparation and record-keeping of all general information related to the Association accessible by the public and the authorities (such data room may be on electronic form only); and
- (g) sending request for payment of fees and exceptional funds to *Members*; with holding payments for, constituting and administration of the *Fund*; administration of Funds; and
- (h) ensuring financial supervision of the *Association*, including payments to third-Parties and providers, as well as all operations usually required or expected from a financial supervisor of an Association of this kind and in a general manner, managing the Funds exclusively for the *Association* and in accordance with the rules of the Statutes and the present Regulations. The management of the Funds shall be made through an separate account; and
- (i) ensuring coordination of the *Association* and *Working Groups*; and
- (j) making any proposal to the *Steering Board* in relation with Section III.2.7; and
- (k) daily management of administrative aspects of the *Association*, including but not limited to: administration of the Membership, preparation of the *Steering Board* meetings and the *General Assembly*, creation and administration of the website of the Association, daily communication towards the public, authorities and third-Parties, Association house-keeping, etc..

Except for the capacity as representative of the *Association* in accordance with the terms of the *Statutes* and these *Regulations*, the *Coordinator* shall not be entitled to act or to make legally binding declarations on behalf of any *Member*.

IV GOVERNING BODIES OF THE WORKING GROUPS

IV.1 Working Group Leader

IV.1.1.1 The *Working Group Leader* shall have the following functions only:

- (a) administration, preparation of minutes of the *Working Group meeting*, and follow-up of actions and decisions;
- (b) transmission of any documents and information connected with the *Working Group* between the *Members* concerned;
- (c) transmission of any documents and information connected with the *Working Group* to the *Coordinator*; and
- (d) transmission of the *Deliverables* of the *Members* within the *Working Group* to the *Coordinator*.

IV.1.1.2 The *Working Group Leader* shall not be entitled to act or to make legally binding declarations on behalf of any other *Member*.

IV.1.1.3 The Steering Board shall draft a policy as to the rules applying to the election of the Working Group Leader.

IV.2 Working group(s)

IV.2.1.1 All Members may become Member of one or more *Working Group(s)* by simple subscription to the Coordinator.

A Member of a Working Group has the right to vote effectively only if it has paid all fees in respect of its Membership and, as case may be, exceptional funds as decided by the General Assembly in accordance with Section V.2.1.1. The Steering Board shall inform the Working Group Leader of any payment default by a Member. In voting, each voting *Member* shall have one vote. In case a Member is namely concerned or impacted by a decision, for example in case of alleged breach the Statutes or Internal Regulations by this Member or alleged IPR claim related to this Member, it may not vote in relation with this decision.

IV.2.1.2 The *Working Group Leader* shall report to the Steering Board on a regular basis and may be invited to their meetings.

The Steering Board shall draft a policy as to the rules for quorum of presence and voting within a Working Group.

IV.3 Core Group of a Working Group

IV.3.1.1 A Core Group is set-up for a Working Group when necessary in order to have a dedicated group of Members to contribute efficiently to such a Working Group

IV.3.1.2 All Members of a Working Group may become Member of the Core Group on the condition that it:

- benefits from sufficient resources from his organisation to efficiently contribute to the tasks of the Core Group
- participates to the meetings or conference calls set-up by the Working Group Leader who is also the Core Group Leader

In case of a low participation under to the work sessions (including meetings and conference calls) or unjustified non-compliance with the deadlines set for the fulfilment of tasks, the Core Group participant may be excluded from the Core Group by the Working Group Leader after a voting from the Core Group Members. The time window on which this low participation rule applies and its assessment has to be defined and agreed by the Core Group Members.

V FEES AND EXCEPTIONAL FUNDS

V.1 Fees

V.1.1.1 Members oblige themselves to pay the fees in accordance with Annex I, as soon as possible when they receive payment request and instruction from the Coordinator, and at the latest 60 days afterwards. Failure to pay such fees is a material breach of the Statutes and these Regulations.

V.2 Exceptional funds

V.2.1.1 By decision of the *General Assembly* in accordance with Section III.1 (g) hereof, the *Members* can establish an *Exceptional Fund at most once a calendar year*. In this decision, the *General Assembly* shall:

- determine the delay for the payment (in the absence of such precision, the delay is 60 days after the *General Assembly's* decision);
- determine the modalities for use of the *Exceptional Fund*;
- detail the rules for management of the Fund.

V.2.1.2 Failure to pay such funds is a material breach of the Statutes and these Regulations.

VI RESPONSIBILITIES

VI.1 General Responsibilities

Each *Member* undertakes to each other *Member* to use reasonable endeavours to perform and fulfil, promptly, actively and on time, all of its obligations under the Statutes and these Regulations.

Each *Member* contributes on a voluntary basis and shall bear its own costs in connection with the *Association* (it includes notably travel expenses).

VI.2 Responsibilities towards Each Other

VI.2.1.1 Each *Member* undertakes to use reasonable endeavours:

- (a) to notify each of the *Members* in the same *Working Group* promptly of any significant delay in performance; and
- (b) to inform other *Members* in the same *Working Group* of relevant communications it receives from third Parties in relation to the *Working Group* or the *Association*, provided that by such communication, the relevant Member does not violate the law or any contractual agreement.

- VI.2.1.2 Each *Member* shall use reasonable endeavours to ensure the accuracy of any information or materials it supplies hereunder and promptly to correct any error therein of which it is notified. The recipient *Member* shall be entirely responsible for the use to which it puts such information and materials.
- VI.2.1.3 Each *Member* agrees not to use knowingly, as Annex of a Deliverable or in the design of such Deliverable supplied according to these *Regulations*, any proprietary rights of a third party for which such *Member* has not acquired the right to grant licences and user rights to the other *Members*.
- VI.2.1.4 Each *Member* shall be fully responsible for the supervision of its *subcontractors* and shall enter into appropriate arrangements for such purpose with its *subcontractors*. These arrangements shall as appropriate require the obligations in the Statutes and these Regulations also apply to, and (where they apply) be fulfilled by, such *subcontractor*.
- VI.2.1.5 If the *Statutes* and these *Regulations* conflicts with any agreement executed by a Member or any commitment a Member entered into, such Member shall inform promptly the *Steering Board* and shall provide all information requested by the Steering Board (and, if appropriate, the Coordinator acting on behalf on the Steering Board) to assess the consequence of such agreement on the Association or the work performed by a Working Group.

VII INTELLECTUAL PROPERTY RIGHTS (IPRS)

Remark: the following is strongly inspired by the CEN CENELEC (edition 3, december 2011) standards which are commonly known.

VII.1 Additional Definitions

Background shall mean data, algorithm, software, information, works, tests, creative ideas, inventions, discoveries, know-how, trade secrets and Intellectual Property Rights ("IPRs") which are either owned by a Member prior its Accession Date or for which an application has been filed by a Member before its Accession Date or developed by a Member independently from the framework of and under this Association.

Foreground shall mean the results, including any technical specifications, data, information, works, tests, creative ideas, inventions, discoveries, know-how, trade secrets and developments and the IPRs thereon which are generated by research and development activities carried out within the framework of and under this Association, with the exclusion of the Background.

Patent shall mean a temporary, limited legal right granted to an inventor or his assignee by public authorities allowing to prevent others from manufacturing, selling or otherwise dispose utility models and other statutory rights based on his invention, including any applications for any of the foregoing.

Patent holder shall mean a Member that owns, controls and/or has the ability to license Patents.

Essential Patent shall mean a Patent considered, for the purpose of making a Patent declaration in relation with the Association, by the Patent holder, as 'essential' when, in his own judgment, it is not possible on technical ground, considering the state of the art at the time the standardisation-making process takes place, to make, sell, lease and otherwise dispose an equipment, product or method which comply with a Deliverable without infringing that Patent.

Proposed (or Draft) Deliverable means a draft *Deliverable* proposed by a *Member* or multiple *Members*, and/or any additions and/or modifications to (existing) *Deliverable*.

Pre-existing know-how means, in relation to a *Member*: such *Member's* *Background* that such *Member* possesses solely as a result of prior or independent activities and is considered as a confidential know-how in the course of business under the law applicable to this *Association*.

VII.2 General provisions

VII.2.1 Background

For the sake of clarity, the *Members* acknowledge and agree that this *Association* does not affect the ownership of the *Background* of each *Member*, unless a different ad hoc written agreement is entered into in relation thereto. Nothing contained in the Statutes and these Regulations will be construed as granting or conferring any rights by licence or otherwise, expressly, impliedly or otherwise, concerning each *Member's* *Background*, unless expressly provided to the contrary.

VII.2.2 Joint Foreground Ownership

If, in the course of carrying out work within the *Association*, a joint *Foreground* is made (and two or more *Members* are contributors to it), and if the features of such joint *Foreground* are such that it is not possible to separate them for the purpose of applying for, obtaining and/or maintaining the relevant *Patent* protection or any other *IPRs*, the *Members* concerned agree that they may jointly apply to obtain and/or maintain the relevant right. The *Members* shall jointly own equal undivided shares on that joint *Foreground*.

The *Members* concerned shall seek to agree between them arrangements for applying for, obtaining and/or maintaining such right on a case-by-case basis. Any charges and fees regarding *Patents* procedures for filing and maintenance will be equally shared by the *Members* concerned. Subject to any other agreement between the *Members* concerned, the *Members* concerned shall, so long as any such right is in force, be entitled to use and to license such right without any financial compensation to or the consent of the other *Members* concerned.

VII.2.3 Sole Foreground Ownership

Each *Member* shall be the sole owner of the *Foreground* generated by its sole work under the *Association* and may apply for any intellectual property right as it sees fit. The *Member* solely owning *Foreground* may use such *Foreground* for any purpose whatsoever without any compensation to any other *Member* to the *Association* and without any royalty payment to any *Member* hereunder. The *Member* owning the *Foreground* shall timely inform the other *Members* on its intention with respect to the access rights to the *Foreground* in a way similar to the licensing declaration governing the *Essential Patents* as laid down in Annex IV.

VII.2.4 Transfer of Employees' Rights

Each *Member* shall ensure that it can fulfil the obligations under the Statutes and these Regulations notwithstanding any rights of its employees, or persons it engages to perform whole or Annex of its share within the *Association*.

Each *Member* undertakes to bear all consequences, notably payments, which may result from the Regulations concerning the rights of inventors.

VII.2.5 Purpose and general rules

VII.2.5.1 For the sake of clarity this document refers to “Patent”, because numerous - but not all - IPR issues that the Association might have to deal with concern Patent rights. However, the same implementation principles shall apply to other statutory intellectual property rights based on inventions that may arise, such as utility models or registered semiconductor topographies. As a consequence, the following rules shall not be limited to Patents even when the word “Patent” is formally used.

VII.2.5.2 The Association IPR policy requires stakeholders, and in particular Patent holders, to proceed to early disclosures and identification of Patent that may be considered, to the best of the knowledge of their representative, to be essential for the future use of the Deliverables under development. In doing so, greater efficiency in standards development is possible and potential Patent rights problems can be avoided.

VII.2.5.3 The governing bodies of the Association, and in particular the Coordinator, are not involved in evaluating Patent relevance or essentiality with regard to Deliverables, nor to interfere with licensing negotiations, or engage in settling disputes on Patents, except when expressly provided otherwise in the Statutes and these Regulations. This is left to the Members concerned.

VII.2.6. Open Source Software

A Members who intends to use Open Source Software (hereinafter “OSS”) for any Deliverable under the Association shall provide all information including the applicable license terms of the OSS in a timely and complete manner to the General Assembly. The use of OSS for any Deliverable under the Association requires the approval of the General Assembly.

A Member granting rights of use to other Members under Background or Foreground for any work under the Association that is in whole or in part based on OSS shall explicitly notify such other Members thereof and shall also provide the other Members with the source code of the OSS on a separate data carrier along with the applicable license terms of the OSS.

No Member is obligated to use Foreground or Background of another Member that is based on OSS to carry out any work under the Association.

VII.3 Essential Patent disclosure

VII.3.1.1 Any Member of the Association shall, from the outset and to the best of the knowledge of his individual representative, draw attention to any known Patent or to any known pending application on Patent, either their own or of other Members, third-parties or organisations that, according to the representative's own judgment, may be considered as an Essential Patent for the (draft) Deliverable.

In this context, the words “from the outset” imply that such information should be disclosed as early as possible during the development of the Deliverable. It is understood that disclosure might not be possible when the first draft text appears since, at this time, the text might be still too vague or subject to subsequent major modifications.

VII.3.1.2 In addition to the above, any Member not participating in the work where this issue arises may draw the attention of other Members or the relevant Working Group Leader, to according to its the representative's own judgement, any known Patent or pending application, either their own and/or of any Member or third-party that may be considered as Essential Patent for the Deliverable.

VII.3.1.3 Information on Essential Patent shall be provided in good faith and on a best effort basis, but there is no requirement for Patent searches.

VII.3.1.4 When disclosing their own Patent, Patent holders shall use the declaration form as stated in Annex IV.

Any communication drawing the attention to any Member or third-party Patent shall be addressed to the recipient in writing. The recipient shall be requested to submit a declaration form.

VII.3.1.5 This whole chapter also applies to any Patent disclosed or drawn to the attention of the stakeholders subsequent to the approval of a Deliverable.

VII.3.1.6 Whether the identification of the Essential Patent took place before or after the approval of the Deliverable, if the Patent holder is unwilling to license under the terms of the Statutes and these Regulations, the relevant Working Group and/or the Steering Board shall promptly advise all stakeholders responsible for the affected Deliverable so that appropriate action can be taken. Such action shall include, but may not be limited to, a review of the Deliverable or its draft in order to remove the potential conflict or to further examine and clarify the technical considerations causing the conflict.

VII.4 Statement and Licensing Declaration

VII.4.1 Purpose of the Declaration Form

VII.4.1.1 Patent holders shall use the standard form set forth in Annex IV (« Declaration Form ») to provide the necessary information to be included in the Association's Patent information databases. Declaration Forms must be sent to the attention of the Coordinator.

VII.4.1.2 The purpose of the Declaration Form is to ensure a standardised submission of the declarations being made by Patent holders and, most importantly, in case the Patent holder declares his/her unwillingness to license under option 1 or 2 (Annex IV) of the Declaration Form, to provide the supporting information and an explanation, as strongly desired.

The Declaration Form gives Patent holders the means of making a licensing declaration relating to rights in the Essential Patents required for implementation of a specific Deliverable. Specifically, by submitting this Declaration Form, the submitting party declares its willingness/unwillingness to license the Patents held by it and whose licence would be required to practice or implement part(s) or all of a specific Deliverable.

VII.4.1.3 The statement contained in the Declaration Form remains in force as long as it has not been replaced, e.g. in case of obvious errors.

VII.4.1.4 Multiple Declaration Forms are appropriate if the Patent holder has identified several Essential Patents and classifies them in different options of the Declaration Form and/or if the Patent holder classifies different claims of a complex Patent in different options of the Declaration Form.

VII.4.1.5 The words "free of charge" in the Declaration Form do not mean that the Patent holder is waiving all of its rights with respect to the Essential Patent. Rather, it refers to the option 1 set out in the « Licensing declaration » stipulated in the Declaration Form and governs the issue of monetary compensation; i.e. that the Patent holder will not seek any monetary compensation as part of the licensing arrangement (whether such compensation is called a royalty, a one-time licensing fee, etc.). However, while the Patent holder in this situation is committing to not charging any monetary amount, the Patent holder is still entitled to require that the implementer of the above document sign a licence agreement that contains other nondiscriminatory reasonable terms and conditions such as those relating to governing law, field of use, reciprocity, warranties, etc.

VII.4.2 Contact information

VII.4.2.1 In completing Declaration Forms, attention should be given to supplying contact information that will remain valid over time. Where possible, the “Name and Department” and e-mail address should be generic. Also it is preferable, where possible, those parties, particularly multinational organisations, indicate the same contact point on all Declaration Forms submitted.

VII.4.2.2 With a view to maintaining up-to-date information in the Patent Information database of each organisation, the Patent holder is requested to inform the Coordinator of any change or corrections to the Declaration Form submitted in the past, especially with regard to the contact person.

VII.5 Conduct of meetings and duties of Chairs and Leaders regarding IPR

VII.5.1.1 In the following Section, “Chairmen” refers to a position or function; it extends to the Working Group Leader and other person with a similar position.

VII.5.1.2 Early disclosure of Essential Patents contributes to the efficiency of the process by which Deliverables are established. Therefore, in the course of the development of a Deliverable, experts participating are required to inform about - or to disclose if relevant - any Patent that, according to their own judgment, may be considered as an Essential Patent for the proposed Deliverable. Experts are deemed to provide such information on any known Essential Patents in good faith and at the best of their knowledge, but there is no requirement for Patent searches.

In particular, Chairmen of bodies will ask, at an appropriate time in each meeting, whether anyone has knowledge of Essential Patents, the use of which may be required to practice or implement the Deliverable being considered. The fact that the question was asked shall be recorded in the meeting report, along with any affirmative responses.

VII.5.1.3 Provided the Patent holder(s) is prepared to grant licences on “Fair, Reasonable And Non-Discriminatory” (FRAND) conditions on those Essential Patent that are included in the draft Deliverable, the latter can be processed for final approval. In any event, it is expected that discussions in the technical bodies also include considerations on possible Patented material in a Deliverable. This expectation is a common sense expectation: Members acknowledge that in this matter where many technologies, standards and technical specifications are subject to IPRs, it could be a waste of time to discuss without taking into account possible patented material in a Deliverable. However, it is important to underline that the technical bodies may not take position regarding the scope, validity or specific licensing terms of any claimed Essential Patents.

VII.6 Patent Information list

VII.6.1.1 In order to facilitate both the standards-making process and the implementation of Deliverables, ADASIS makes available to the public a common Patent Information list composed of the information that was communicated by the means of Declaration Forms. The Patent Information list may contain information on specific Patents, or may contain information about compliance with the Statutes and these Regulations for a particular Deliverable.

VII.6.1.2 The common Patent Information list is not certified to be either accurate or complete, but it only reflects the information that has been communicated in accordance with the Statutes and these Regulations.

VII.6.1.3 As such, the Patent Information list is to be viewed as simply raising a flag to alert standard users that they may wish to contact the entities who have communicated Declaration Forms in order to determine if Patent licences must be obtained for use or implementation of a particular Deliverable.

VII.7 Specific provisions

VII.7.1 Consultations on draft Deliverables

VII.7.1.1 All drafts submitted for comment shall include on the cover page the following text:

“Recipients of this draft are invited to submit, with their comments, notification of any relevant Patent rights of which they are aware and to provide supporting documentation.”

VII.7.2 Notification

VII.7.2.1 A published Deliverable for which no Patent rights have been identified during the preparation thereof shall contain the following notice in the Foreword:

“Attention is drawn to the possibility that some of the elements of this document may be the subject of patent rights. [ADASIS stakeholders] shall not be held responsible for identifying any or all such patent rights.”

A published Deliverable for which Patent rights have been identified during the preparation thereof, shall include the following notice in the introduction:

“[ADASIS stakeholders] draw attention to the fact that it is claimed that compliance with this document may involve the use of a patent concerning (...subject matter...) given in (...subclause...).

[ADASIS stakeholders] take no position concerning the evidence, validity and scope of this patent right.

The holder of this patent right has assured [ADASIS stakeholders] that he/she is willing to negotiate licences under reasonable and non-discriminatory terms and conditions with applicants throughout the world. In this respect, the statement of the holder of this patent right is registered in the database of the [ADASIS stakeholders]. Information may be obtained from:

url reference to the list of disclosed patents which would be kept on the ADASIS website

Attention is drawn to the possibility that some of the elements of this document may be the subject of patent rights other than those identified above. [ADASIS stakeholders] shall not be held responsible for identifying any or all such patent rights.”

VII.7.3 Irrevocable licensing declarations on Essential Patent and transfer of ownership to third parties

VII.7.3.1 To the extent the Patent remains an Essential Patent for the Deliverable, the terms of licensing included in the Declaration Form are deemed to be irrevocable, so as to preserve clarity and transparency in the use of such Deliverable.

VII.7.3.2 In the event the Patent holder of a declared Essential Patent transfers his Patent ownership to a third party, he is requested to notify the transferee of any obligation resulting from such a declaration.

VII.8 Process for approval of specifications and/or Deliverables

VII.8.1.1 If necessary the Steering Board shall draft by-laws and policies to detail the process for approval of a specification and/or Deliverables (here after commonly referred to as “specifications”); such by-laws and policies shall comply with following requirements which are intended to ensure effective protection of IPRs.

VII.8.2 Draft specifications; License Review Period

VII.8.2.1 The process for approval of specifications must implement an effective “licence review period”, i.e.:

- before a draft specification is sent to the Steering Board for review and/or, approval, it has been communicated to all Members;
- such communication includes the complete draft specifications and all additional information needed to make this licence review period effective;
- all Members have at least 45 days to review this material, ask questions and, if needed, raise objections based on that Member’s IPR.
- Nothing in this section is intended to create a duty for a Member to conduct a search of its Patent portfolio or to disclose any Patents or Patent applications,
- Working Group Members have the responsibility to disclose any known Essential Patents in accordance with Section VII.3.
- When the draft specification originates from a Working Group, it is the Working Group Leader’s duty to make sure that this licence review period has been applied.

VII.8.3 Licensing Objections

VII.8.3.1 The process for approval of specifications must implement an effective “licensing objection period”, i.e.:

- In the event that a Member in good faith believes that the draft specification under

review infringes or potentially infringes such Member's (or any subsidiary or Member of the same group of companies – included in the 'Member' here after) IPR, and such Member is unwilling or unable to provide a license in accordance with section VII.5.1.3 hereof, such Member may provide written notification of its intent not to grant such license.

- Such licensing objection shall be made to the attention of the Coordinator, on a standard form if such form exists, and will include all information needed to make it possible for other Members to assess such objection, including the Patent number and jurisdiction of issuance.
- In the event that one or more licensing objections are properly and timely received by the Coordinator, the Steering Board (via the Coordinator) shall, promptly after the end of the license review period: (i) notify all Members of the receipt of such licensing objection(s), and (ii) take any appropriate measure including but not limited to instruction to the relevant Working Group thereof to review and evaluate each licensing objection, as well as alternative design options or recommendations for the draft Specification.
- The Working Group Leader shall deliver to the Steering Board the results of its findings within a reasonable period of time.

VII.8.4 Notice of licensing objections

VII.8.4.1 The process for approval of specifications must implement an effective "notice of licensing objection": in the event that a Specification to which one or more licensing objection(s) have been timely received and not withdrawn is finally adopted in accordance with the procedures set forth above, the Steering Board shall, in publishing or otherwise distributing such Specification, take actions reasonably calculated to call attention of Members to the existence of such Licensing Objection(s).

VII.9 Confidentiality

Neither Contributions nor feedback that are subject to any requirement of confidentiality may be considered in any part of the ADASIS processes. All Contributions and feedback will therefore be deemed to have been submitted on a non-confidential basis, notwithstanding any markings or representations to the contrary, and ADASIS shall have no obligation to treat any such material as confidential unless the *Members* have agreed otherwise as in section VII.9.2.

VII.9.1 Internal use

In respect of all draft specification documents produced in connection with a *Working Group*, each *Member* participating in such work group, agrees that such documents are for work group internal use only, and shall not be disclosed outside the workgroup until the workgroup has concluded its work or the group has been terminated.

VII.9.2 Confidentiality obligations

If a *Member* of a work group wishes to discuss its confidential information within the work group, then such *Member* will provide a confidential disclosure agreement to the other *Members* who may choose whether they will accept such confidential information under the agreement. If they choose to accept, then they must execute the agreement which is acceptable to both the disclosing and receiving parties.

VII.9.3 Communication of information

For the avoidance of doubt, it is stated that the confidentiality obligations under this the *Statutes* and these *Regulations* shall not be interpreted as to prevent the communication of information

- (a) as is needed to be communicated to comply with applicable laws or Regulations or with a court of administrative order provided that insofar as reasonably possible the complying *Member* shall have informed the owner of the information of such need and shall have complied with such owner's reasonable instructions designed to protect the confidentiality of such information;
- (b) subject to Section VII.9.4 hereof, to any *Affiliate* or to insofar as needed for the proper carrying out of the *Statutes* and these Internal Regulations.

VII.9.4 Communication to third Parties

As respects any permitted communication of any of the information referred to in the previous Section by the recipient *Member* to a third party (including but not limited to its *Affiliates*) such *Member* will use its best endeavours to procure due observance and performance by such third party of the undertakings referred to in the previous sections of these *Regulations*.

VII.10 Publications and Press Releases

For the avoidance of doubt, no Member shall have the right to publish or allow the publishing of data, which constitute joint ownership, Pre-existing know-how, Foreground or confidential information of another Member, even where such data is amalgamated with such first Member's knowledge, Pre-existing know-how or other information, document or material.

Pre-existing know-how may be published in the name of the Member but not in the name of ADASIS.

VIII LIABILITY AND INDEMNIFICATION

VIII.1 Liability of the Members

VIII.1.1 Disclosure of information

In respect of information or materials supplied by one (1) *Member* to another hereunder, the supplier *Member* shall be under no obligation or liability and no warranty condition or representation of any kind is made, given or to be implied as to the sufficiency, accuracy or fitness for purpose of such information or materials, or, the absence of any infringement of any proprietary rights of third Parties by the use of such information and materials and the recipient *Member* shall in any case be entirely responsible for the use to which it puts such information and materials.

VIII.1.2 Liability towards each other

Regardless of the form of action, each Member will only be liable to another *Member* for actual proven and foreseeable (at the time of conclusion of the Accession Date) damages arising out of the gross negligence of said Member in connection with the *Association* or for claims for injuries to or death of persons.

In no event shall either Member be liable towards the other Members for any lost profits, lost revenue or any other consequential, indirect, punitive, special or incidental damages resulting from any action, omission or negligence, except for those expressly mentioned in the above paragraph, of each Member in connection with the *Association*.

However the limitation set forth in the second paragraph above shall not apply in case the liability directly arises from wilful misconduct or fraudulent behavior.

The foregoing sets out the exclusive remedies and the entire liability of either Member in respect of matters arising out of the *Association*.

VIII.2 Force Majeure

A failure in respecting the terms of the *Statutes* and these *Regulations* cannot be attributed or channeled to a *Member* to the extent it is due to "Force Majeure".

The expression "Force Majeure" shall mean any event which is not under the reasonable control of the Member and preventing the *Member* from fulfilling its obligations hereunder.

Each *Member* will notify the other *Members* in writing of any "Force Majeure" as soon as possible. The *Members* shall discuss in good faith the possibilities of a transfer of tasks affected by the event. Such discussions shall commence as soon as reasonably possible. If such *Force Majeure* event is not overcome within six (6) weeks after such notification, the transfer of tasks shall be carried out.

IX MISCELLANEOUS

IX.1 Assignment

No *Member* shall, without the prior written consent of the other *Members*, or *Members* of its own *Working Group*, as applicable, assign or otherwise transfer partially or totally any of its rights and obligations within/arising from this *Association*. Such consent shall not be unreasonably withheld or delayed when such assignment or transfer is in favour of an *Affiliate* of that *Member*.

IX.2 Term and Termination

IX.2.1 Entry into force and termination

IX.2.1.1 The *Statutes* and these *Regulations* shall come into force, between the *Members*, as from the date of the first General Assembly to be held.

IX.2.1.2 Before the first General Assembly, these two documents shall be sent by the Coordinator to the companies Member of the current ADASIS Forum (the "Recipients"), together with an invitation to be present at the next official General Assembly to be held.

All Recipients have the right to participate at the first General Assembly. All Recipients who signed the *Statutes* and these *Regulations* shall have the right to participate and vote at the first General Assembly.

As to the *Members* who will join after this first General Assembly, the *Statutes* and these *Regulations* shall come into force for *Members* joining on the basis of a *Declaration of Accession* as from the *Accession Date*.

The *Association* is created for an indefinite term.

IX.2.2 Withdrawal

IX.2.2.1 Each *Member* is entitled to withdraw from the *Association* by notifying the Coordinator in writing, with an effective date provided that such *Member* shall not, by withdrawal or termination, be relieved from: its responsibilities under the *Statutes* and these *Regulations* in respect of that Annex of that *Member's* work within the *Association* which has been carried out (or which should have been carried out) up to the date of withdrawal or termination. This also means that, according to art. 7 of the *Statutes*, if the resignation is notified after October 31 of a given year, the *Member* remains responsible for payment of the next year annual fee. In the event of a substantial breach, but not *in case of* "Force Majeure" (as set out in Section VIII.2 hereof), by a *Member* of its obligations under the *Statutes* and these *Regulations* which is irremediable or which is not remedied within one (1) month of written notice from the Coordinator acting on the basis of a decision taken by the General Assembly in accordance with Section III.1 (c), as applicable, such notice requiring that the default be remedied, the Coordinator may proceed to the exclusion of the *Defaulting Member* from the *Association*. Without prejudice to the provisions of Section VII, such termination shall become effective with respect to such *Defaulting Member* as of the date of such notice.

IX.2.3 General Provisions relating to Termination of the Membership

IX.2.3.1 A withdrawing *Member*, or a Defaulting Member in accordance with Section IX.2.2.2, may not claim any reimbursement of its Membership and, *in general*, such Member may not claim any payment or *financial advantage* whatsoever in relation with the Association.

Only in case of termination of the Association, shall the Members be entitled to get *their annual fees* reimbursed proportionally to the part of the year already consumed.

IX.2.3.2 For the avoidance of doubt, termination or withdrawal shall not affect any rights or obligations incurred prior to the date of the termination unless otherwise agreed in the *Statutes* and these *Regulations*.

IX.3 Settlement of Disputes

All disputes or differences arising in connection with the *Statutes* and these *Regulations* which cannot be settled amicably shall be settled by the Tribunal and Court of the city of Brussels, that shall be solely and exclusively competent.

The *Members* concerned may beforehand elect to resolve by mediation a dispute or difference arising in connection with the *Statutes* and these *Regulations*, which cannot be settled amicably.

IX.4 Language

These *Regulations* are drawn up in English which language shall govern all documents, notices and meetings for its application and/or extension or in any other way relative thereto, except if and when local applicable law provides for a different language for a specific situation.

IX.5 Notices

Any notice to be given under these *Regulations* shall be in writing. Notices shall be deemed to have been served when personally delivered, or, if transmitted by telefax, electronic or digital transmission when transmitted provided that such transmission is confirmed by receipt of a successful transmission report and the notice is confirmed by mail.

IX.6 Applicable Law

These *Regulations* shall be construed according to and governed by the substantive laws of the Kingdom of Belgium without application of its rules on conflict of laws which might make the law of another jurisdiction applicable.

IX.7 Entire Agreement - Amendments - Severability

IX.7.1.1 These *Regulations* constitute, together with the registered *Statutes*, the entire agreement between the *Members* in respect of the *Association*, and supersede all previous negotiations, commitments and writings concerning *ADASIS* including any memorandum of understanding or prior Master Agreement between the *Members* (whether or not with others), which relate to *ADASIS*.

IX.7.1.2 If one or more of the provisions contained in the *Statutes* or these *Regulations*, or any documents executed in connection herewith are found by a competent court or authority to be invalid, illegal, or unenforceable in any respect under any applicable law, including competition law, the validity, legality, and enforceability of the remaining provisions contained herein shall not in any way be affected or impaired, provided, that in such case the *Members* oblige themselves to use all reasonable efforts to achieve the purpose of the invalid provision by a new legally valid stipulation that cause the same or similar (economic) benefit or burden.

IX.8 Counterpart

Each time a Member signs the *Statutes* and *Internal Regulations*, or a *Declaration of Accession*, it shall sign at least two originals: one for said Member and another one kept in the records by the Coordinator.

ANNEXES OF THE INTERNAL REGULATIONS

ANNEX I ADASIS Association Membership fees: Year 20xx

For Year 20xx the ADASIS Membership fee is **xxx Euro plus VAT**.

In addition to the annual Membership fee, organisations intending to join the ADASIS Association from 1st January 20xx shall pay an Entry fee of **xxx Euro plus VAT**.

These fees were approved by the Steering Board during its meeting on xxx in xxx.

Note:

- *During the first year of the Association, all Members of the former ADASIS Forum will be able to join the ADASIS Association without paying the Entry fee.*
- *Membership fee / Entry fee shall be increased by statutory Value-Added Tax (VAT), wherever legally required.*
- *Member joining during the 4th Quarter will not have to pay the current year annual fee, but will have to pay the entry fee.*

ANNEX II Declaration of Accession to the ADASIS AISBL

[name of Member (legal entity)], represented for the purpose hereof by [name and title of person written out in full (person legally authorised to act on behalf of the legal entity)] acting as its legal authorised representative, hereby consents to become a Member to the Association (I received a copy thereof the Statutes and the Internal Regulations prior to signing this Declaration of Accession) and accepts all the rights and obligations of a Member.

[name of Member (legal entity)] hereby fully commits to comply with the Code of Conduct and Competition guidelines stated in Annexes V and VI and warrants and guarantees awareness of and compliance to such Code of Conduct and Competition guidelines, including by all its representatives participating in the Association.

I am aware that my Declaration of Accession is subject to the approval of the Steering Board in accordance with the Statutes and the Internal Regulations. I accept to pay the corresponding fees. I am aware that such fees are not reimbursable.

Done in 2 copies, of which one (1) shall be kept by the Coordinator and one (1) by the [name of Member (legal entity)].

Name of the Organisation (Legal Entity): [name of Member] ::.....

ADASIS sector¹: (if other then specify)

Name of legally authorised representative: (written out in full)

Title of legally authorised representative:

Signature of legally authorised representative:

Date:

When the Declaration of Accession is accepted by the ADASIS Steering Board:

Please invoice my company with the ADASIS fee according to these details:

Name and reference of the addressee for the invoice:

eMail: Phone:

Address: City.....

Post code Country

VAT registration number:

Primary contact person in your organisation to participate in ADASIS activities:

Lastname:Firstname:

eMail: Phone:

¹ The ADASIS AISBL has 4 sectors:

Vehicle manufacturers; Navigation system manufacturers; ADAS manufacturers; Map and data providers

ANNEX III Foreseen by-laws and policies at the launching of the Association

At the launching of the Association, the following by-laws and policies are planned (but not committed) to be drafted shortly after the Association is launched. It is reminded that pursuant to Section III.2.8, such documents are neither part of the *Statutes* and *Internal Regulations* (core documents), nor an Annex thereto. The following list is intended for information only :

- rules for quorum and voting within a Working Group,
- rules applying to the election of the Working Group Leader.
- Process for approval of a Deliverable
- IPR disclosure process
- Core Group Rules
- etc.

ANNEX IV Declaration Form

Essential Patents and other statutory Intellectual Property Rights based on inventions Statement and Licensing Declaration for ADASIS Deliverable

This declaration does not represent an actual grant of a licence

Please return to the relevant organisation(s) as instructed below per document type:

ADASIS Deliverable: ERTICO ITS Europe, a Belgian company with offices at 1050 Brussels, avenue Louise 326, 2nd floor (Blue Tower)

Patent or other Intellectual Property Right (IPR) Holder:

LegalName _____

Contact for licence application:

Name & Department

Address _____

Tel. _____ E-mail _____

Fax _____ URL(optional) _____

Document type:

(*) Number, _____

and/or

(*) Title _____

Licensing declaration:

The Patent or other IPR Holder believes that it holds granted and/or pending applications for intellectual property rights such as Patents, utility models or semiconduct or topographies, the use of which would be *essential* to implement the above document and hereby declares, in accordance with the Common Patent Policy adopted by ADASIS, that (check one box only):

- 1.The Patent or other IPR Holder is prepared to grant an irrevocable free of charge, licence to an unrestricted number of applicants on a worldwide, non-discriminatory basis and under other reasonable terms and conditions to make, use, and sell implementations of the above document.

Negotiations are left to the Parties concerned and are performed outside ADASIS.

- *Also mark here **D** if the IPR Holder's willingness to license is conditioned on reciprocity for the above document.*
- *Also mark here **D** if the IPR Holder reserves the right to license on reasonable terms and conditions (but not free of charge) to applicants who are only willing to license their Patent claims, whose use would be required to implement the above document, on reasonable terms and conditions (but not free of charge).*

- 2.The Patent or other IPR Holder is prepared to grant an irrevocable licence to an unrestricted number of applicants on a worldwide, non-discriminatory basis and on fair, reasonable terms and conditions to make, use and sell implementations of the above document.

Negotiations are left to the Parties concerned and are performed outside ADASIS.

- *Also mark here **D** if the IPR Holder's willingness to license is conditioned on reciprocity for the above document.*

- 3.The Patent or other IPR Holder is unwilling to grant licences in accordance with provisions of either 1 or 2 above.

In this case, the following information is *requested* by ADASIS as part of this declaration:

- a. Granted Patent number, Patent application number (if pending), or registration number;
- b. An indication of which portions of the above document are affected;
- c. A description of the claims covering the above document.

Free of charge: it refers to monetary compensation; i.e. that the Patent or other IPR Holder will not seek any monetary compensation as part of the licensing arrangement (whether such compensation is called a royalty, a one-time licensing fee, etc.). However, while the Patent or other IPR Holder in this situation is committing to not charging any monetary amount, the Patent or other IPR Holder is still entitled to require that the implementer of the above document sign a licence agreement that contains other reasonable terms and conditions such as those relating to governing law, field of use, reciprocity, warranties, etc.

Reciprocity: as used herein, indicates that the IPR Holder shall only be required to license any prospective licensee if such prospective licensee will commit to license its Essential Patent(s) or Essential Patent claim(s) for implementation of the same above document free of charge or under reasonable terms and conditions.

Irrevocability: to the extent the Patent remains essential for the Deliverable, the terms of licensing included in this Declaration Form are deemed to be irrevocable, so as to preserve clarity and transparency in the use of such Deliverable.

Signature:

Patent or other IP RHolder _____

Name of authorised person _____

Title of authorised person _____

Signature _____

Place, Date _____

FormX-(YY/MM/DD)

IPR Information				
No.	Status [granted/ pending]	Country	Granted Patent Number, Applic ation Number (if pending) or Registration Number	Title
1				
2				
3				

ANNEX V Code of Conduct

This Code of Conduct of ADASIS AISBL (“Code of Conduct”) aims to guide ADASIS AISBL work which is carried out in an international, multi-stakeholder, multi-sector environment. It shall govern the conduct of the people, including Members and representatives, who are active, within the framework of the ADASIS AISBL statutes and Internal Regulations, in an ADASIS Working Group or Core Working Group or any (technical) work developed by or for the ADASIS AISBL.

Abiding to the Code of Conduct is mandatory for all Members and individuals who wish to participate in the above groups (the “Participants”)

Participants acknowledge the responsibility and value of participating in developing ADASIS standards and therefore adhere to this Code of Conduct in accordance with the terms below

Guidelines for implementing the Code of Conduct

The Code of Conduct must remain visible and those who choose to participate in an ADASIS Working Group or Core Working Group or any technical work developed by the ADASIS AISBL should be repeatedly reminded of its principles. The following are easy ways to ensure that the importance of the Code of Conduct is regularly emphasized.

- The Code of Conduct could be included in the documents sent for meetings.
- Leaders could present the Code of Conduct and its importance at kick-off meetings.
- The Code of Conduct could be a standing item on all meeting agendas and its principles be reviewed at the start of every meeting.
- The Code of Conduct could be attached to the meeting attendance lists which are circulated for signature by attendees at physical meetings.
- Meeting reports should include notes from any discussion on the Code of Conduct.

Code of Conduct (Principles) applicable to Participants

Work for the net benefit of the international community	Participants recognize that the development of ADASIS AISBL Standards is for the net benefit of the international community, over and above the interests of any individual or organization. Participants are committed to advancing ADASIS AISBL Standards within their agreed scope and we will not hinder their development. In this regard, it is recognized that compliance with Competition rules is of the utmost importance.
Uphold consensus and governance	Participants will uphold the following key principles in the standardisation work: consensus, transparency, openness, impartiality, effectiveness, relevance, coherence and the development dimension.
Agree to a clear purpose and scope	Participants are committed to having a clear purpose, scope, objectives and plan to ensure the timely development of ADASIS AISBL Standards.
Participate actively and manage effective representation	We agree to actively participate in ADASIS standards development. We will make our contributions to the work through the Internal Regulation procedures.
Escalate and resolve disputes	Participants shall identify and escalate disputes in a timely manner to ensure rapid resolution and will uphold the agreed dispute resolution processes.
Behave ethically	Participants shall act in good faith and with due care and diligence. They shall avoid collusive or anticompetitive behaviour and promote a culture of

	fair and ethical behaviour.
Respect others in meetings	<p>Participants are committed to respecting others and the professional culture of international cooperation within ADASIS AISBL. In meetings, Participants are committed to:</p> <ul style="list-style-type: none">• Conducting themselves in a professional manner• Respecting others and their opinions• Accepting group decisions <p>Ensuring that the views of all (including those whose first language is not that of the meeting) are heard and understood</p>

ANNEX VI Competition Law Guidelines

The aim of these Competition Law Guidelines (hereafter referred as "Guidelines") is to provide broad guidance on those issues of competition law that are relevant to the ADASIS standard development process and help those involved in the ADASIS work to comply with competition law

All Members and participants to the ADASIS specification / standard development process, such as representatives, Steering Committee members, WG leaders and WG members must act in accordance with these Guidelines. All relevant individuals are required to become familiar with them and to adhere strictly to their letter and spirit. These Guidelines shall be applied in addition to any competition law guidelines and policies of the ADASIS member company or organisation.

The ADASIS specifications / standard development process falls under the remit of the Competition Law. Both European Competition law (notably Article 101 of the Lisbon Treaty) and national legislation apply.

Competition law (anti-trust law) promotes and maintains market competition by regulating anti-competitive behavior among competitors in the market. It notably prohibits agreements or collusion which have object or effect of preventing, restricting or distorting competition. Such agreements set the conditions in the market in such a way so as to make it favourable towards those in agreement and not, towards those outside the the agreement. Price fixing or market allocations are an example of such an anti-competitive behaviour. The concept of "agreement" is defined broadly and covers anything from formal agreements to gentlemen's agreements, tacit agreements, whether verbal or non-verbal and even the mere provision of receipt of information.

Standard setting, by its very nature, encourages interaction and contact between actual or potential competitors. Such activity is thus of interest to competition law enforcement. Given the nature of standard setting, the primary focus of these Guidelines is the prohibition of anti-competitive agreements to ensure compliance with EU and national Competition Law.

Compliance with competition law in the ADASIS specifications / standard setting process is essential to ensure i) that markets operate efficiently and competitively ; and ii) that the ADASIS specifications / standard development process remains a platform of trust for industries.

Non-compliance with competition law can result in severe consequences not only for the participants as individuals but also for their company or organisation. Infringement of competition law may lead to substantial civil and criminal liability that may severely exceed the economic damage caused.

Competition law, and these Guidelines, apply at all times to all conduct, communication amongst competitors (meetings, discussions, debates, standards setting, etc.) and exchange of information within the ADASIS specification / standard development process.

It is important to avoid even the appearance of inappropriate collaboration or wrongdoing.

In light of the above, below is set a **list of Do's and Don'ts** to consider on a daily basis whilst participating in a activity for ADASIS AISBL.

This list is non exhaustive as every potential anti-competition scenario cannot be covered in these Guidelines. It is intended to raise awareness and help avoid infringing competition law.

ADASIS Members and participants **MUST** familiarise oneself with these Guidelines and comply with them.

Do's

- **Do** ensure that one of the purposes of international standardisation is to support competition worldwide for the benefit of industry, consumers and society in general.
- **Do** participate in meetings only if you have the technical expertise to do so. Also, make this a requirement for others who wish to participate.
- **Do** follow ADASIS AISBL rules and procedures, including those many policies that concern compliance with competition law, such as the "ADASIS AISBL Code of Conduct" (see Annex 5).
- **Do** follow the ADASIS AISBL Internal regulation rules on Intellectual property including patents (section VIII).
- **Do** scrutinise agendas of meetings in advance, so that the subjects to be discussed abide to competition law, and strictly adhere to the agenda during the meetings.
- **Do** establish and uphold a transparent and open standards setting process, including participation and the exchange of information.
- **Do** confine the discussions, or exchange of information, during the ADASIS specifications / standard development process solely to technical standardisation issues and share information provided that it is necessary towards meeting the objectives of standardisation.
- **Do** share information from the public domain, including historical and aggregated industry information (which does not allow identification of individual business (current or future) strategies and pricing)
- **Do** always declare your inability to disclose and discuss any matters that could fall under competition law ; do immediately stop such meetings or conversations ; do keep a record of such conversations ; and do report this to your company or organisation and to the ADASIS AISBL Steering Committee, as soon as possible afterwards.
- **Do** take immediate action if the anti-competitive behaviour continues, including suspension of the meeting in order to dismiss the misbehaving participant(s), warning the other participants of the prohibited conduct and, if necessary, rescheduling of the meeting and reporting to the ADASIS AISBL platform.
- **Do** take into account the restrictions imposed by Competition Law during meetings and ensure that notes of meetings accurately reflect the discussion.

Don'ts

- **Don't** exchange, discuss with competitors or allow competitors to discuss, market sensitive or strategic information, including, but not limited to : data relating to prices ; conditions of licenses (for example with distributors) ; discounts ; timing of pricing changes ; profits ; profit margins ; cost data ; market share ; customer lists ; supply or marketing schedules ; bidding behaviour ; any future developments, trends or market conditions in your industry or any other information which might have an impact on competition or competitors business strategy ;
- **Don't** allow potential (or actual) exchange of information of any value in predicting the future commercial behaviour of a participating competitor (and thus setting the market), and exclude such information from any kind of sharing among competitors.
- **Don't** accept documentation or information containing, including emails, from competitors such market sensitive or strategic information
- **Don't** agree to any price fixing or make other price-related agreements with competitors.

- **Don't** agree to arrange any market sharing with competitors with regard to territories, customers, distributors, or suppliers.
- **Don't** use the standards of specification setting process in ADASIS AISBL with the aim to exclude suppliers or competitors from the market.
- **Don't** ask for sensitive or confidential market information from competitors under the excuse of the ADASIS specification / standardisation process