

**Declaration of accession**

With this document I (we) declare the accession to AutomationML e.V. with effective date of ..... (Set the date when you want to join, please choose either the beginning of the month or midmonth)

I (we) will accept the Association Statutes of Automation ML e.V., its annexes, the rules of the working groups, the code of conduct, and the membership fee rules. Basement of this declaration are the named documents in its current version.

I (we) request the membership as

Promoting member	
Contributing member	
Academic member	

<b>Company address</b>	
Company	
Street	
Postcode / City	
Country	
VAT identification number *	
<b>Contact person</b>	
Title	
First name	
Last name	
E-mail address	
Phone	
Fax	
<b>Why do you want to join the association?</b>	

\* Note: Only necessary for companies based in European Union or European Economic Area

<b>Billing address (if different)</b>	
Contact	
E-Mail address	
Company	
Street	
Postcode / City	
Country	
<b>VAT identification number *</b>	
<b>Do you resp. does your accounting office need an offer about the membership fee before we can send the annual invoice about the membership fee?</b>	<input type="checkbox"/> Yes <input type="checkbox"/> No
City/ Date	
Company seal / legally binding signature	

\* Note: Only necessary for companies based in European Union or European Economic Area

I (we) explicitly confirm the IP rules as defined within the Association Statutes as essential part of the Association Statutes. They are attached as annex.

City/ Date
Company seal / legally binding signature

Please mark the following which fit to your company:

**Our company is interested in the following topics:**

Architecture	
Logic	
Robotics	
Integrated process description / Integrated description of procedure	
Mechatronics	
Communications networks	
Other	

**Our prior interests are:**

Application	
Tool integration / implement integration	
Research	
other	

**We would assign to the following group:**

OEM	
Robot manufacturer	
Component manufacturer	
Solutions provider	
Service provider	
Tool / implement manufacturer	
Standardization Organization	
Research	
Other	

**Our company is interested in being a part of the following working groups within AutomationML e.V.: (Please fill in the name and the email address of the participants.)**

Logics	
Libraries	
Architecture	
Communication networks	
Robotics	
Application scenarios	
Workshop	

*Note: The English version of the IP rules is a translation for information only. Binding is the German version as of October 2<sup>nd</sup> 2014*

## IP Rules

It is the purpose of these rules to provide all members with the necessary rights for the implementation of "AutomationML specifications", and furthermore to enable the Association to grant these rights to non-members. Insofar as in accordance with these rules members are granted any rights, such shall be granted to each member in the same manner regardless of the time at which they become members.

### § 1 Definitions

- (1) "AutomationML specification" is the technical description of an AutomationML standard developed and completed in a working group which should be made available to all members as a completed version.
- (2) "AutomationML work results" are those results and documents developed in terms of Association work in a working group (may include "development contributions"), and in particular also a AutomationML specification, as well as all preparatory work related thereto, all related materials, as well as knowhow regardless of whether or not such is protected by any copyright, industrial proprietary rights or protected in any other way, or whether or not such is capable of protection or not.
- (3) "Product" is a product of a member which complies with an AutomationML specification.
- (4) "Proprietary rights" are all patents and/or utility patents and/or applications for patents and/or utility patents of a member or a separated company of a member holding intellectual property rights, but shall not include design patents or trade marks and applications for design patents or trade marks. "Proprietary rights of a member" include all proprietary rights of such a separated company holding intellectual property rights.
- (5) "Relevant proprietary right" is a proprietary right which is necessary for the implementation of an AutomationML specification. In case of any unpermitted use the use/distribution/realization of such products based on AutomationML specifications would result in an infringement of the relevant proprietary rights.
- (6) "Development contributions" are all documents, materials and information including the information included therein provided by members for creating of an AutomationML specification in a working group which were developed or acquired by the member independently of the Association work at the time of introduction, regardless of the manner in which such is introduced into the AutomationML working group and regardless of whether or not such is protected by copyright, proprietary rights or otherwise and regardless of whether or not such is capable of being protected or not.

- (7) "Call for experts" is the information of the Association (which, for example, may also be given by a responsible contact person in a working group) to all members concerning a new subject or part of a new subject of a working group connected with a request to participate in the working group. The "call for experts" should describe the subject or part subject in as greater detail as possible in order to allow members to identify all possible relevant proprietary rights.

## **§ 2 Information as to relevant Proprietary Rights, Licensing of Relevant Proprietary Rights of Members**

### **(1) Duty to notify**

- a. Members shall notify AutomationML e.V. of any own relevant proprietary rights within six (6) months of the "call for experts" for the related subject. In such case the relevant form should be used.

Upon notification the member shall generally provide AutomationML e.V. with – depending on the details contained in the form – a free, worldwide, non-exclusive, sublicensable, perpetual and irrevocable right of use in the relation to the use of the relevant proprietary rights for the purposes of the Association and for use in connection with AutomationML specifications which shall continue even after the ending of the membership of the licensor (member) and/or the transfer of the relevant proprietary rights to third parties. Other members shall automatically receive from AutomationML e.V. a right of use to the extent described in the sentence above but which is limited to the purposes of the membership and to the use of the relevant proprietary rights in connection with the implementation of an AutomationML specification in products (in particular the implementation of an AutomationML specification for the development, manufacture, use and sale of products); the right of use of the member shall not, however, contain general rights to transfer or sublicense. A member may grant third parties a right of use which is necessary for the manufacture or development of products on behalf of a member.

Upon notification of a relevant proprietary right the member may, as an alternative, grant the above described right of use but make such dependent on payment of a reasonable and non-discriminatory (Reasonable And Non-Discriminatory) license fee which is to be negotiated between members and AutomationML e.V.

In addition, the member shall, upon notification of a relevant proprietary right have, the possibility of refusing to grant a right of use to relevant proprietary rights. Having regard to the purpose of the Association, a member should only make use of this option when it has an important reason for doing so. Upon receipt of notifications, AutomationML e.V. shall provide members with a list of the current respective relevant proprietary rights as well as their status (license free/license subject to charge/ not licensed).

- b. If a member fails to give notice of its own relevant proprietary rights to AutomationML e.V. within the above named deadline, AutomationML e.V.

shall automatically be granted a free, worldwide, non-exclusive, sublicensable, perpetual and irrevocable right of use in relation to the use of the relevant proprietary rights for the purposes of the Association and for use in connection with AutomationML specifications which shall continue even after the ending of the membership of the licensor and/or the transfer of the relevant proprietary rights to third parties. Members shall automatically receive from AutomationML e.V. a right of use to the extent described in the sentence above but which is limited to the purposes of the membership and to the use of the relevant proprietary rights in connection with the implementation of an AutomationML specification in products (in particular the implementation of an AutomationML specification for the development, manufacture, use and sale of products); the right of use of the member shall not, however, contain general rights to transfer or sublicense. A member may grant third parties a right of use which is necessary for the production or development of products on behalf of a member.

- c. In the event of any doubt as to the contents or technical scope of a "call or experts" in relation to the necessity of a registration of a proprietary right, members shall contact the Management Board of AutomationML e.V. In the event that any work in a working group changes or is extended in relation to or in comparison to the original "call for experts", the Management Board shall introduce a new, corrected or more precise "call for experts" which, in relation to the differences to the original "call for experts", sets a new 6-month deadline for the registration of relevant proprietary rights; the consequences in relation to the notification and licensing described under (a) and (b) shall apply in such case.
  - d. In case of doubt, the Management Board of AutomationML e.V. shall decide whether a possibly relevant proprietary right must be used for an AutomationML specification.
- (2) In the first instance members should clarify with the necessary care at their own responsibility whether any AutomationML work results and AutomationML specifications created in a working group and/or their own development contributions are protected by third party proprietary rights.

In addition, members should inform AutomationML e.V. as to any relevant proprietary rights of third parties of which they become aware.

### **§ 3 Use of Development Contributions of Members**

- (1) In terms of the participation in working groups members may introduce their own development contributions. Insofar as proprietary rights exists in relation to such, AutomationML e.V. shall generally be granted a free, worldwide, non-exclusive, sublicensable, perpetual and irrevocable right of use in relation to the use of the relevant proprietary rights for the purposes of the Association and for use in connection with AutomationML specifications which shall continue even after the ending of the membership of the licensor and/or the transfer of the relevant proprietary rights to third parties. The rights shall be sublicensed to the members automatically as described under § 2 (1) (a).

In special cases, e.g. in case of already-existing license contracts or in particular justified exceptional cases, a member may offer such in consideration for a licensing agreement for a negotiated reasonable and non-discriminatory (Reasonable And Non-Discriminatory) license fee. The Management Board of AutomationML e.V. shall decide how to proceed with such an offer. AutomationML e.V. shall notify the members accordingly without undue delay.

- (2) Insofar as development contributions are protected by copyright or represent knowhow of a member, the member shall upon the introduction of the development contributions provide AutomationML e.V. with a free, worldwide, non-exclusive, sublicensable, perpetual and irrevocable right (which shall continue after the ending of the membership) to use such development contributions at will for the purposes of the Association and in connection with AutomationML specifications and, in particular, to change such and in any changed or unchanged form to publish, translate, copy and – in a changed or unchanged form – to publish and make such accessible.

Members shall automatically receive from AutomationML e.V. a right of use to the extent described in the sentence above for both the purposes of the membership as well as for the use of the contributions in connection with the implementation of an AutomationML specification in products (in particular the implementation of an AutomationML specification for the development, manufacture, use and sale of products); the right of use of the member shall not, however, contain general rights to transfer or sublicense. Exception: The member may sublicense to third parties a right of use which is necessary for the manufacture or development of products on behalf of a member.

#### **§ 4 Use of AutomationML work results**

- (1) Members shall always have access to the AutomationML work results of the working groups in which they participate in terms of the Association activities. Upon the completion of the tasks of a working group or as soon as a substantial self-contained part result is achieved, such AutomationML work results shall be made accessible to all Association members by the chairperson of the respective working group. The rights of use of members shall be in accordance with the provisions described in § 3 and § 4 (2).
- (2) In the case of any newly-created AutomationML work results (for example, created in technical discussions at meetings or jointly through work including any outside of the meetings) from the Association activities and in particular from work groups during development work, those members (if applicable, according to their respective share) whose employees achieved the AutomationML work results shall be entitled to such. In case of any invention the members whose employees have jointly developed such an invention shall consult as to a possible application for proprietary rights. The interests of the Association shall be hereby taken into account to a reasonable extent.

The members shall provide AutomationML e.V. with the rights described in § 3 for development contributions in relation to such new AutomationML work results



which shall be sublicensed to other members in accordance with the provisions described in § 3.

Insofar as relevant proprietary rights to such new Automation ML work results are result, the members who have become owners of relevant proprietary rights shall provide Automation ML e.V. with a right of use to the extent described in § 2 (1b) which may be sublicensed to other members in accordance with § 2 (1b); the right of use shall be free of charge.

- (3) Members shall ensure that when representatives are sent to working groups of AutomationML e.V. that they are able to grant the rights described herein to AutomationML e.V. and its members.

### **§ 5 Passing on of AutomationML Specifications to Non-Members**

As soon as AutomationML specifications in accordance with the purpose of the Association under § 2 (8) of the Statutes can be made available to non-members, the non-members shall be granted by way of contract a right to use the AutomationML specifications for implementation in products (i.e. in particular for the development, manufacture, use and sale of products). In relation to AutomationML e.V. documents provided, no right to change in terms of copyright shall be connected therewith.

Such rights shall be granted free of charge insofar as no relevant proprietary rights exist. Insofar as to the knowledge of AutomationML e.V. relevant proprietary rights exist for any version of the AutomationML specifications passed on to a non-member, AutomationML e.V. shall notify the non-member of such so that it may acquire a license from the holder of such proprietary rights. Insofar as AutomationML e.V. or a member is a holder of proprietary rights, the license shall be granted free of charge or subject to non-discriminatory and reasonable conditions.

**Attachment**

**Form for Registration of a Proprietary Right:**

**(Please Attach Copy of Proprietary Rights)**

Proprietary Right Holder:	
Official File No.:	
Internal File No.:	
Title:	
Relevant Proprietary Rights Claims:	
Related AutomationML Specification/Document:	
Relevant Part of AutomationML Specification/Document:	
Issuing of License:	<input type="checkbox"/> Free Granting of License according to Attachment I § 2 (1) a (Normal Case)  <input type="checkbox"/> Request to License under RAND Conditions (Exceptional/Special Case) (Reasons on Separate Sheet)

	<input type="checkbox"/> No Licensing requested (Exceptional/Special Case)  (Reasons on Separate Sheet)
Comments:	
Contact Person: (Name, Telephone, Email)	
..... ..... Place,                      Date	..... ..... Name in Block Letters                      Signature