



# <AutomationML/>

**The Glue for Seamless  
Automation Engineering**

**Association Statutes  
AutomationML e.V.  
11<sup>th</sup> May 2021**

Association Statutes Automation ML e.V. (Registered Society)

## Universitaetsplatz 2, 39106 Magdeburg

### § 1 Name and Seat

- (1) The Association has the name "AutomationML" and shall be entered in the Register of Societies at the District Court Magdeburg; upon registration the name shall be supplemented by the letters "e.V." (registered society).
- (2) The Association shall have its seat in Magdeburg.

### § 2 Purpose and Tasks

- (1) The purpose of the Association is to promote the development and wider adoption of a standardized exchange of data in the engineering process of industrial automation systems, in particular through the specification of generally compatible data interfaces. The target of the activities of the Association is to achieve substantial efficiencies and the related savings in costs and time through the standardization of data exchange, whereby data from different crafts of the engineering process can be transferred between the various engineering systems without any difficulty through defined interfaces. The standard to be developed should thereby allow the user to develop products and services to implement this cost savings.

Members of the Association without any commercial interest will support these targets through the development, application and publication of scientific methods and technical innovations and to prove their effectiveness.

The cooperation of the members of the Association shall be limited to the purpose of the Association.

It is the target of the Association to ensure open, general and license-free access to its technical results and any data exchange technologies or data exchange formats developed or further developed by the Association.

- (2) The Association shall seek to achieve this purpose particularly through the development, further development and testing of data exchange technologies and data exchange formats in the engineering process of industrial automation systems and their technical specifications having particular regard to their commercial application. The target of the Association is the on-going final development, testing and wider adoption of the developed data format in practice. For the purpose of the final development and testing of the standards to be established, the respective work results/prototypes should be made available to members whilst still in the development stage and – insofar as the Association regards such as being helpful for development or the final development - such may also be made available to non-members; the provisions in the above Part (1) Section 3 and the following Part (8) shall not be affected thereby. The results of such testing shall flow into the technical improvements and further development

of the standards to be established.

In any marketing with AutomationML the implementation of successful projects and proven cost savings shall in particular be taken into account.

- (3) To secure results and ensure the wider adoption of the format the Association shall seek international standardization after successful practical trials of AutomationML or parts thereof. This includes:
- active support of national and international attempts at standardization of the data exchange technologies and data exchange formats under consideration by the Association,
  - cooperation with standardization organizations,
  - the exchange of information and interaction with all interested parties. the exchange of information and interaction between members of the Association shall be limited solely to those measures necessary for the realization of the Association's purpose. The members shall observe in this regard the principles of Antitrust Law in relation to secret competition,
  - information from publications on the state of the art, the commercial application and the further development of data exchange technologies and formats in the area of engineering such as, for example, by way of an Internet site, newsletters, seminars as well as participation in trade shows, lectures and congresses,
  - consultancy support for:
    - manufacturers of hardware, software and systems,
    - planners and system houses,
    - users and operators,
    - research institutions and organizations,
    - user groups and
    - other interested parties.
- (4) In particular, the Association shall establish working groups for the promotion of this purpose. In this regard members shall make available their employees at no charge. In this regard, it is possible for the Association to grant a member an order involving remuneration for development work.
- (5) The Association is acting generously and shall not primarily pursue its own commercial interests.
- (6) The Association shall not follow any confessional or political targets.
- (7) The resources of the Association may only be used for those purposes set out in the Statutes. Members shall not receive any share of the profits nor shall they receive any other gifts from the resources of the Association on the basis of their

being a member. Neither members nor any other persons may receive any advantage by way of payments which are not in accordance with the Association's purposes or by way of an unreasonably high remuneration.

- (8) In addition, it shall be a task of the Association to also make available as soon as possible to non-members specified data exchange technologies and data exchange formats.

### **§ 3 Financial Year**

The financial year of the Association shall be the calendar year.

### **§ 4 Membership**

- (1) In order to achieve the purposes of the Association, the largest possible number of members should be sought and this is regarded as being desirable. Members of the Association may be either natural or legal persons as well as other authorities and associations, organizations, societies and commercial enterprises, regardless of the legal form. By becoming a member each member undertakes to promote and support the targets of the Association for the period of the membership. However, there is no obligation to participate in the working groups. On the contrary, each member may decide itself whether or not to participate in any working group and the extent to which it makes resources available for such.
- (2) There shall be three types of membership:
- a) Promoting member ("promoter"),
  - b) Participating member ("contributor")
  - c) Research member ("academic").
- (3) The different types of membership should motivate the largest possible number of persons interested in the subject to become involved without requiring active participation in the working groups. Members with limited financial resources such as, for example, universities or research institutes can acquire the status "academic" and thereby have a lower membership fee and have the possibility of being extensively informed as to the work of the Association and the working groups whilst still having the right, if they want, to participate to an extent which suits the individual member. At the same time, the different types of membership ensure that the related rights and the formation of the association structure allow and efficient and target-based method of working.

The rights of the membership types are as follows:

a) Promoter:

Promoters have one vote at the General Meeting of members and the working groups. They have a veto right, described in greater detail in these Statutes, at the General Meeting of members as well as an exclusive right to make nominations for the Management Board.

b) Contributor:

Contributors have one vote at the General Meeting of members and in the working groups.

c) Academic:

Academics have one vote at the General Meeting of members, but not in the working groups.

- (4) Application for membership must be made by way of a written declaration to the Management Board. Each applicant shall determine the type of membership in its written application. The Management Board shall decide as to whether or not an application shall be accepted or rejected. An interested party may not be rejected without good reason. A rejection is possible if, in terms of the objective reasoning of the Management Board, the activities or technical interests of the applicant are not linked to the activities of the Association.
- (5) Membership shall be acquired with the issuing of a written confirmation from the Management Board of the acceptance of the application for membership.
- (6) Any changes to membership shall be notified by the Management Board at the next General Meeting of members.
- (7) Each member has the right to propose the establishment of working groups to fulfill special tasks. Such a proposal shall be in writing and directed to the Management Board. The General Meeting of members shall make a decision in accordance with § 8 (1h) in relation to any proposal of a member to establish a working group.

## § 5 Ending of Membership

(1) Membership shall end:

- by proper notice of termination by the member, permitted up to the end of the financial year with a three-months' notice period, communicated by way of registered letter to the Association's office;
- by voluntary retirement in case of a resolution with financial consequences, which cannot be decided on by the related member. In such case, the member has the possibility of terminating without any notice period, within 14 days after the sending of the minutes of the meeting, by way of registered letter to the Association's office without the resolution for the terminating member having a binding effect or any financial consequences;
- by way of exclusion for an important reason; an important reason exists, in particular, if any member has acted against the interests of the Association, breached these Statutes or any resolution of the General Meeting of members through its conduct or damaged the Association or attempted to damage the Association. Such an exclusion shall be decided upon by the General Meeting of members after the member has had the opportunity to state its position. The exclusion must be notified to the member by way of registered letter;
- by death or the dissolution of the legal person or personal association;
- by way of deleting from the membership list by the Management Board if the member is more than three months in arrears with payment of its membership fees and a written demand notice for payment has been issued. Such a deletion shall be notified to the respective member by way of registered letter with notice of delivery.

(2) Any claims of the Association for outstanding payments in relation to a member shall remain in effect after the ending of membership.

(3) Former members have no rights to any assets of the Association or parts of such assets upon leaving. Former members shall keep confidential any information concerning resolutions and work results after leaving the Association or being excluded from the Association. After leaving the Association members are still bound by §§ 14 to 16.

## § 6 Membership Fees

(1) The financial resources to achieve the purposes of the Association shall be provided by way of a membership fee.

(2) Membership fees and their due date for payment shall be regulated in the fees rules.

## § 7 Bodies of the Association

The Association shall have the following bodies:

1. General Meeting of Members,
2. Management Board,
3. Working Groups.

## § 8 General Meeting of Members

(1) The General Meeting of members is the supreme body in the Association. It is responsible for the following matters in particular:

- a) receiving of reports from the Management Board and the auditor,
- b) setting of the membership fee by resolution or amendment to the fees rules,
- c) selection and dismissal of members of the Management Board and the auditors,
- d) resolutions as to the guidelines for the work of the General Meeting of members, the Management Board and the working groups,
- e) resolutions as to amendments to the Statutes and the dissolution of the Association,
- f) resolutions as to the exclusion of members,
- g) formal approval of the actions of the Management Board,
- h) deciding on proposals of members for the establishment of working groups in accordance with § 4 (7).

(2) The annual General Meeting shall take place once a year. It shall be called by the Management Board. All members shall be invited in writing at least four weeks before the meeting with details of the agenda. For the purposes of achieving the deadline, the due date of posting of the invitation to the last address of the member known to the Association shall be sufficient.

The General Meeting may be held physically, virtually or in a mixed form. The Management Board decides on this at its discretion and informs the members about this in the invitation. Virtual general meetings and the virtual part of a general meeting in mixed form shall take place in a chat room accessible only to members. Members must log in with their full name and a separate password, which will be sent with the invitation.

(3) The agenda of the annual General Meeting must contain at least the following points:

- a) report of the Management Board,
- b) report of the auditor,
- c) formal approval of the actions of the Management Board,

- d) elections, if the next elections are due,
  - e) motions with details of content.
- (4) The General Meeting of members has a quorum if at least 40 % of members are present.
  - (5) Each member shall have one vote in the General Meeting of members.
  - (6) The group of promoting members ("promoter") shall have the following veto right in all votes taken in the General Meeting of members: If more than the half of the promoting members present entitled to vote are against a motion or a candidate, such shall be rejected.
  - (7) The General Meeting of members shall make resolutions by way of a simple majority of the valid votes cast. A simple majority is a majority by which there is one vote more than half of the valid votes cast. Any abstention or, in case of a vote by ballot, any unmarked ballot slips shall be deemed to be invalid votes. In case of an equal number of votes, the motion shall be rejected. A majority of two thirds of the valid votes cast shall be necessary for any resolutions concerning:
    - a) amendments to the Statutes
    - b) the acceptance of urgent motions,
    - c) motions for the dismissal of the Management Board or a member of the Management Board,
    - d) the exclusion of a member.Any motions for amendments to the Statutes must be contained in the invitation.
  - (8) Elections take place in association-public voting by hand signal or with the virtual participation on request. Deviations from this can be decided at the beginning of the general meeting by simple majority.
  - (9) Voting shall take place in public by hand signal or, in the case of virtual participation, on request. Deviations from this can be decided at the beginning of the general meeting by simple majority.
  - (10) Each member of the Association may apply to make a supplement to the agenda. Such motions must be provided to the chairperson in writing or in text form at least eight (8) days before the General Meeting of members.
  - (11) By way of a simple majority, the General Meeting of members may decide on guidelines for the work of the General Meeting of members, the Management Board and the working groups.
  - (12) Minutes shall be kept concerning the discussions and resolutions of the General Meeting of members which shall contain at least the resolutions. The minutes must be signed by at least two members of the Management Board. The Minutes will be provided to the members immediately and shall become legally effective within two weeks of receipt provided that an objection to the contents is not made by any member.



- (13) Extraordinary General Meetings may be called by the Management Board if the interests of the Association require such or when at least one quarter of the members of the Association demands such or if the Management Board resolves such.

## § 9 Management Board

- (1) The Management Board shall consist of the first chairperson, two further chairpersons (deputies), the treasurer and at least two assessors. The General Meeting of members shall decide by way of a simple majority of the valid votes cast as to the establishment or dissolution of any further offices in the Management Board in addition to those above.
- (2) The exclusive right of nomination for members of the Management Board shall be with the promoting members ("promoter"). Each individual promoter shall be entitled to nominate a person.
- (3) The Association shall be represented in court and out of court by two (2) members of the Management Board jointly, including the first chairperson or a deputy or the treasurer.
- (4) The Management Board shall be elected by the General Meeting of members for a period of two years in block voting, provided that the term of office shall not end before the holding of the annual General Meeting in the year in which such term expires. The current Management Board shall remain in office until the election of a new Management Board. Re-election is permissible.
- (5) The General Meeting of members may remove a member of the Management Board from office for an important reason particularly in case of a serious breach of duty. Resolutions in this regard shall only be made if such is stated in the agenda in the invitation to the General Meeting of members.
- (6) If more than one member of the Management Board leaves office during the term, the General Meeting of members shall elect replacement members for the remaining term of the Management Board.
- (7) Work undertaken for the Management Board shall be done on an honorary basis.

## § 10 Rights and Duties of Management Board

- (1) The Management Board shall be responsible for taking care of all current matters of the Association, the implementation of resolutions of the General Meeting of members and the administration of the assets of the Association.
- (2) The Management Board may elect or dismiss a manager to take care of the current business according to its directions. The duties and remuneration of the manager shall be regulated in a binding manner in a separate management agreement between the Association and the manager.
- (3) The Management Board may call a General Meetings of members.
- (4) Management Board meetings shall be called at the invitation of the first chairperson or two members of the Management Board.

- (5) The Management Board shall make decisions by way of resolution with a majority of the valid votes cast insofar as these Statutes do not provide any other regulation. In case of equal votes, the vote of the first chairperson shall be the deciding vote. The Management Board may make resolutions by written procedures if all members of the Management Board agree to such.
- (6) Minutes shall be kept of every Management Board meeting by a member to be determined by the chairperson of the meeting. Insofar as a manager has been appointed, the manager shall keep the minutes. The minutes shall be signed by the person keeping the minutes and the chairperson of the meeting.
- (7) The treasurer shall be responsible for the financial and accounting matters of the Association. Authority to sign in relation to any bank accounts kept in the name of the Association at banking institutions shall be regulated separately by the Management Board.

The treasurer shall develop a budget and shall present such to the Management Board. The treasurer shall provide a financial report at the end of the budget year.
- (8) The management Board may establish working groups to fulfill particular tasks. The establishment of working groups by the Management Board does not require the approval of the General Meeting of members. The chairperson of the working groups shall be appointed by the Management Board. A working group shall be suspended by the Management Board upon the completion of its tasks.

## § 11 Working Groups

- (1) Working groups may be established in two ways: (i) by way of resolution of the General Meeting of members in accordance with a motion of a member (§ 8 (1) h); (ii) by the Management Board (§ 10 (8)). The intention of a working group shall be to fulfill particular duties such as, for example, technical tasks such as the creation of specifications or the development of technologies.
- (2) Any member of the Association can become a member of a working group. The member shall undertake to participate regularly in the respective working group without remuneration.

An independent expert can be appointed as a member of a working group for 12 months by decision of the board. Renewal of the appointment is possible.
- (3) Meetings of working groups shall be called at the invitation of the chairperson of the working group. A meeting may be called in writing, per telefax or through suitable electronic information.
- (4) The working groups shall evaluate and consider all conceivable possibilities and solutions in regard to the respective duty without any discrimination in accordance with objective, transparent and comprehensible criteria. The aim of the working groups shall be the realization of the most suitable technical and commercial solution.

**§ 12 Auditing**

- (1) The annual General Meeting of members shall annually elect two auditors from amongst its members. Such shall not be members of the Management Board. Reelection is permitted.
- (2) The auditors shall audit the annual statements and shall record their determinations in a report. Such shall be completed by no later than 31 March of the following year and presented to the General Meeting of members for the formal approval of the actions of the treasurer by the General Meeting of members.

**§ 13 Dissolution of the Association**

- (1) The dissolution of the Association may be decided upon only by way of a majority of three quarters of the valid votes cast at an extraordinary General Meeting of the members called for this purpose with a notice period of six weeks. A virtual or a mixed type of general meeting on the dissolution of the association is not permitted.
- (2) Insofar as the General Meeting of members does not appoint any liquidators, the first chairperson and the deputy chairperson or the treasurer shall jointly become liquidators with authority to represent.
- (3) The liquidators shall wind up the current business.
- (4) Upon dissolution or annulment of the Association, the assets of the Association shall be transferred to the existing members of the Association at the time of the dissolution or annulment according to their respective proportion of the Association fees.
- (5) The above provisions shall also apply accordingly in case the Association is dissolved or loses its legal capacity for any other reason.

**§ 14 Introduced Information and Rights**

All rights to intellectual property introduced and to any development results existing in terms of the activity of the working groups shall be included in the "Rules as to Granting of Rights" which form Attachment I to these Statutes and have effect as part of the Statutes.

## § Confidentiality

- (1) The members undertake to comply with the following policies and conditions in relation to all types of confidential information exchanged between members in terms of their Association membership. Confidential information is – even if not especially labeled as being confidential – any specifications and technology and work results not yet released, but shall also include business requirements of individual members in relation thereto. Any other information of any nature whatsoever shall be deemed to be confidential information if, when provided by the respective member, such is labeled as "confidential" or "secret". In case of oral notification the information must be made available within 30 days in a written form and labeled "confidential" or "secret".
- (2) Within a period of five (5) years beginning from the date of notification of the respective confidential information, members undertake to handle the confidential information which they receive from other members of the Association as follows:
  - a. The confidential information shall only be used in terms of the membership.
  - b. It shall be protected with the normal care and the usual means against access by third parties.
  - c. The information will not be passed on to third parties without the express permission of the member which provided the information.
  - d. The information shall be provided by the receiving member only to those third parties which have an immediate requirement for the information for work for the receiving party in terms of the membership or which are affiliated companies (§ 15 Companies Act (Aktiengesetz)) of the member and which, in both of the above cases, are subject to a corresponding duty of confidentiality.
- (5) Confidential information shall not include any information which a) was previously in the possession of the receiving member without any duty of confidentiality, b) was published after notification without any fault on the part of the receiving party, c) the receiving party duly received from a third party without any duty of confidentiality, d) was developed by the receiving party independently of the received information, e) must be disclosed on the basis of a legally binding official order or court order, or f) in case of not yet published specifications or technology or other work results: was released by the responsible body of the Association. In case of any transmission of confidential information to third parties, the receiving member shall be obliged to prove that one of the above exceptions exists.
- (6) The members undertake to comply with all legal requirements related to the export of confidential information.
- (7) No other rights to confidential information may be derived from these Statutes beyond those rights and duties expressly set out in these Statutes including any attachments thereto.

**§ 16 Warranty and Liability**

- (1) Each member accepts that all information, in particular specifications and technologies, are made available by the Association in terms of the membership without any liability for defects, rights to claim under guarantee, or any other similar liability whatsoever.
- (2) In no case shall a member have a claim against another member or against the Association for any direct or indirect damage resulting from the Association's work, for example in case of non-achievement of a planned work result or in relation to the correctness or defect-free nature of information made available. Any liability in relation to willful acts shall not be affected hereby.

Magdeburg, 11<sup>rd</sup> May 2021

**Founding Members**

<b>Company</b>	<b>represented by</b>	<b>Signature</b>
<b>Daimler AG</b>	Anton Hirzle	
<b>ABB Automation GmbH</b>	Volker Miegel Dr. Rainer Drath	
<b>Siemens AG</b>	Ulrich Eger Dr. Wolfgang Schlögl	
<b>Otto-von-Guericke Universitaet Magdeburg</b>	Dr. Arndt Lüder	
<b>Fraunhofer IITB</b>	Gerhard Sutschet	
<b>NetAllied Systems GmbH</b>	Steffen Lips	
<b>Zühlke Engineering GmbH</b>	Juergen Pronebner Dirk Weidemann	

**Attachment I:****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