EMVA IPR Committee Rules

RULES of Procedure for the EMVA Working Group IPR management arrangement known as "IPR Committee"

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Document relating to the EMVA Working Groups

WHEREAS

The EMVA is an industry association established in part to develop and promote standards in the area of machine vision.

The EMVA has worked with its members and third parties to create several standards within its working groups.

The Board of Directors of the EMVA have agreed, in conjunction with their Working Groups, to establish an arrangement known as "IPR Committee" for managing certain aspects of Intellectual Property Rights in the Working Group assets and compliance with the Standard Specification, in accordance with the Articles set out here, which have been established in collaboration with the members of the Group Working and in particular its chairpersons.

1.1.   EMVA establishes a committee of the association to be entitled the **IPR Committee** ("IPR Committee") with responsibility to take binding decisions regarding the management of intellectual property rights (IPRs) of the EMVA , including the management of IPR ownership and licensing terms for the Software Implementation(s)s, and taking decisions regarding the protection and/or defence of all IPRs in the same. Additionally, the IPR Committee will manage and support the WG on issues relating to third party conformity and compliance with the <XXX>, where <XXX> can be EMVA1288, emVision, GenICam or OOCI, Standard Specification.

1.2.   Responsibilities of the IPR Committee include:

a)   Management of IPRs on contributions to the <XXX> Software Implementation(s), including the need or implementation of any specific contribution agreements with contributing members (over and above the EMVA IPR Policy rules);

b)   IPR compliance activities for ensuring the right to use such contributions within the EMVA in accordance with the IPR Policy;

c)   Identifying measures to protect and defend the IPR in the Software Implementation(s) and undertaking all reasonable efforts to ensure their implementation;

d)   Supporting WG Members in the defence of their IPRs in the Software Implementation(s);

e)   Ensuring all licensing decisions relating to the <XXX> software taken by the WG are correctly implemented;

f)   Ratifying decisions of the WG on outbound licensing terms, to be notified to the EMVA for updating the corresponding IPR Policy;

g)   Reviewing and certifying compliance of third party IPRs in any Software Implementation(s) (e.g. third-party software libraries) and conformity with the <XXX> Standard Specification, and all questions arising subsequent to compliance.

1.3.   Decisions of the IPR Committee on subject matters within the scope of its responsibility are binding on the EMVA and the <XXX> Working Group; provided that if the decision of the IPR Committee implies any costs to be borne by EMVA and/or WG members, the approval of those party/ies is required before implementing the decision. EMVA and the <XXX> Working Group will implement IPR Committee decisions diligently.

1.4. For the avoidance of doubt, the IPR Committee will not be responsible for:

a) Determining procedures for standards adoption (EMVA responsibility)

b) Managing the practical development aspects and procedures of the Reference Implementation (WG responsibility).

c) Managing on a technical basis the source code of the Reference Implementation (WG responsibility).

d) Hosting or disseminating the Standard Specification and Software Implementation(s) (EMVA responsibility).

e) Hosting or disseminating source code of development versions of the Software Implementation(s) (WG Responsibility, unless assumed by the EMVA generally for hosting development environments, e.g. in Github or Gitlab account)

1.5. Additional functions may be attributed to the IPR Committee by the <XXX> Working Group and the EMVA, acting jointly.

1.6. The IPR Committee and its members shall act collectively:

a) In the best interest and benefit of the rightsholders of IPRs in Software Implementation(s);

b) In the interest of EMVA as a whole as a standards developing entity;

c) In close collaboration with the EMVA Standards Manager; and

d) In accordance with the terms of the EMVA Intellectual Property Rights Policy and Standards Procedures in force from time to time.

2.1. The IPR Committee consists of four members, two of whom are appointed by the <XXX> Working Group and two of whom are appointed by the EMVA Board of Directors. Members of the IPR Committee must be individual persons chosen among the membership of the EMVA (representatives of the EMVA corporate members).

2.2. Members of the IPR Committee serve two-year terms beginning with their appointment and cannot be appointed for more than three consecutive two-year terms.

2.3. The Secretary is agreed by mutual consent at the beginning of each two-year term.

2.4. Should a vacancy on the IPR Committee occur, the Secretary of the IPR Committee shall promptly notify the <XXX> Working Group and the EMVA Board of Directors and request the party who appointed the leaving member to name a replacement. The new member of the IPR Committee so designated will serve during the rest of the term and, following that, may be appointed for a full three-year term.

2.5. Should a temporary or permanent incapacity of a member occur, the Secretary of the IPR Committee shall promptly notify the <XXX> Working Group and the EMVA to name a replacement, as stated in section 4. If the incapacity is temporary, the member of the IPR Committee so designated will serve during the period of incapacity. If the incapacity is permanent, the member of the IPR Committee so designated will serve during the rest of the term and, following that, may be appointed for a full three-year term, in line with Section 4.

2.6. Persons with the following may not be appointed as members of the IPR Committee

a) Persons with a criminal record

b) Persons who do not have legal capacity to act

2.7. Any 2 members (being at least one member appointed by <XXX> Working Group and one appointed by the EMVA Board of Directors) may bring a motion before the IPR Committee to remove a fellow IPR Committee member, providing grounds for such removal. The Secretary shall call a meeting and provide a copy of such motion to the EMVA Board of Directors and the WG Chairs, who may be present, speak but not vote at the meeting.

2.8. No member or group of members of the IPR Committee shall have any liability for decisions taken within the IPR Committee unless that member or group acts fraudulently or in manifest bad faith, or breaches any confidentiality provision regarding the proceedings and documentation of the IPR Committee, the WG or the EMVA or voluntarily or in a grossly negligent manner infringes any intellectual property rights relating to the <XXX> Standard Specification and Software Implementation(s).

3.1. The IPR Committee will meet regularly at least once each calendar quarter, presence based or virtually, in a manner and time/place determined by the IPR Committee (two of which meetings shall coincide with IVSM). Meetings are open only to the members of the IPR Committee, however any two members of the IPR Committee acting jointly may invite any interested third-party to attend but not vote at a relevant meeting.

3.2. Regular meetings will be called by the Secretary of the IPR Committee by giving all IPR Committee members a written notice of the time and place and/or, if applicable, the electronic means to join the meeting remotely. The notice shall be provided at least with at least 3 working days' notice and shall also include the order of business.

3.3. Special meetings can be called at any time by the Secretary or upon written petition to the Secretary of two other members of the IPR Committee. The special meeting request shall include an explanation of the reason for calling a special meeting. The procedure to call special meeting is the same as described in Section 2 of this Article.

3.4. Members of the IPR Committee are expected to attend all meetings except as they are prevented by a valid personal or professional reason.

3.5. Minutes shall be taken at each regular and special meeting of the IPR Committee by a nominated member of the Committee. Adoption of the minutes of the preceding meeting shall be considered by the IPR Committee as the first order of business of regular meetings.

3.6. Adopted minutes shall be emailed to each member of the IPR Committee and shall also be available to the WG Chairs and WG members, and the EMVA Board of Directors.

3.7. Any 3 members of the IPR Committee shall constitute a quorum for regular meetings. All 4 IPR Committee members must be present at special meetings to constitute a quorum.

3.8. Proposals shall be considered approved if at least 3 members of the IPR Committee votes in favour of the proposal.

3.9. Should a conflict of interest exist, the member of the IPR Committee in conflict of interest shall declare the conflict and abstain from voting.

4.1. All records and minutes shall be made available to EMVA Board of Directors and WG Chairs. <XXX> WG members may also access the records and minutes by formally requesting it to the Secretary of the IPR Committee.

4.2. The IPR Committee may determine and document further rules of conduct applicable to the IPR Committee (providing a copy to the EMVA Board of Directors).

4.3. The provision of these Rules may be revised and amended upon formal petition of at least 3 members of the IPR Committee, provided that notice of any proposed amendments, including a draft thereof, are circulated to the other IPR Committee members, the WG Chairs and the EMVA Board of Directors with at least 30 days' notice. All amendments must be approved unanimously by the IPR Committee during a special or regular meeting.

4.4. No member of the IPR Committee shall receive salary or other compensation for services as a member.

4.5. The IPR Committee may only be terminated by decision of both the Board of Directors of the EMVA and the favourable vote of the Working Group. In this event, the Working Group must vote to determine the IPR management regime for its Contributions to Software Implementation(s), pending such decision, the situation for IPR management will retain the status quo. If such regime is not voted on within the following 3 months, the EMVA shall assume fiduciary management functions (as set out here for the IPR Committee) until the Working Group votes for a fiduciary management regime and elects 2 members for the IPR Committee.

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4.   Licensee agrees to submit bug fixes it may develop for the Source Code to the <XXX> Working Group, which will validate them and, subject to the Licensee becoming a WG Member or otherwise make the IPR Declaration and agree to the EMVA Contribution terms, use them to provide a new release including the bug fix in a reasonable time-frame. While waiting for the official bug fixed release the Licensee may provide a self-generated patch to its customers (run-time only). The self-generated patch must clearly indicate modifications against the used official release.

5.   Licensee agrees to submit (ideas for) improvements for the Software Implementation(s) to the <XXX> Standard Working Group under the terms for contributions to the <XXX> standard (see EMVA IPR Policy) as a WG Member or otherwise making the IPR Declaration and agreeing to the EMVA Contribution terms. The improvements will be debated by the Working Group and, if approved, validated and added to the next <XXX> software release in reasonable time.

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