



EMVA Intellectual Property Rights Policy

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EMVA Intellectual Property Rights Policy

This EMVA Intellectual Property Rights Policy (“IPR Policy”) governs the treatment of intellectual property in the production of standards and their reference implementations by the European Machine Vision Association (EMVA). This policy applies to all members of EMVA (“EMVA Members”), and to members of the EMVA Working Groups (“WG Members”) who must agree to be bound by this Policy on application and participation in the Working Group/s.

1. Definitions

- 1.1 **“Affiliate” or “Affiliates”** means any entity that is controlled by, under common control with, or that controls an EMVA or WG Member. For purposes of this definition “control” means direct or indirect control of more than fifty percent (50%) of the voting power to elect directors of a corporation or, for any other entity, the power to direct management of such entity.
- 1.2 **“IPR Committee”** is the body of the EMVA jointly appointed by the EMVA and a relevant Working Group, that, if a fiduciary licensing model is selected by the Working Group, takes binding decisions regarding the management of intellectual property rights of the related Working Group’s reference implementations, including the management of intellectual property rights ownership and licensing terms for the reference implementations, and taking decisions regarding the protection and/or defense of all intellectual property rights in the same.
- 1.3 **“Contribution”** means a submission to a Working Group (as “homework” or otherwise) or the proposal of an addition to or modification of an existing Draft Specification or Final Specification or Software or Other Work, or portion thereof, provided that the submission is either
 - i. submitted in writing (including a writing in electronic medium) and marked as a “Contribution,” or otherwise contributed by a WG Member as “homework” within a Working Group, unless (a) such submitting contributor withdraws its submission in writing as soon as practicable and in any event, no later than fourteen (14) days of its submission, or (b) another Working Group participant objects in writing within fourteen (14) days of the submission, or
 - ii. stated orally, memorialized with specificity in the written minutes of a Working Group or sub-Group, and attributed in the meeting minutes to the submitting contributor, provided that the minutes are promptly provided to and approved by the submitting contributor, unless (a) such submitting contributor withdraws its submission in writing as soon as practicable and in any event, no later than fourteen (14) days of receipt of the written minutes, or (b) another Working Group participant objects in writing within fourteen (14) days of receipt of the written minutes.
- 1.4 **“Compliant Portion”** means only those specific portions of products or services that: (i) implement and are compliant with a Final Specification and (ii) are within the bounds of the Scope.
- 1.5 **“Draft Specification”** means all versions of a document designated as a Draft Specification by a Working Group and all Contributions thereto.
- 1.6 **“EMVA Member”** means all members of EMVA who have so qualified for such classification pursuant to the Articles of Association.
- 1.7 **“EMVA Licensee”**: entity entering into a license with EMVA for use of the EMVA intellectual property and in particular the specifications and reference implementation code developed within the EMVA’s activities and the EMVA logo/s. EMVA Licensees are usually entities wishing

to use an EMVA Specification and Software code of reference implementations in their products and become members of the standards' User Group.

- 1.8 **"Final Specification"** means a Draft Specification that has been adopted by the EMVA. For purposes of this definition, the Final Specification shall not include any implementation examples unless such implementation examples are expressly identified as being subject to the patent licenses contemplated herein.
- 1.9 **"Necessary Claim(s)"** means one or more claims of a Patent that (i) at any time during the term of this IPR Policy, are both (A) owned or controlled and (B) licensable by a WG Member or any of its Affiliates; and (ii) would be necessarily infringed by implementing the Normative Requirements of a Final Specification within the bounds of the Scope, wherein a patent claim is "necessarily infringed" because there is no commercially reasonable non-infringing alternative for implementing one or more Normative Requirements of the Final Specification within the bounds of the Scope. Notwithstanding the foregoing sentence, Necessary Claims do not include any claims (a) other than those set forth above even if contained in the same patent or patent application as Necessary Claims; (b) that read solely on any implementations of any or all portions of the Final Specification that are not within the bounds of the Scope; or (c) that would require a payment of royalties by the licensor, license owner, to any unaffiliated third party. As used herein, the term "Patent" means all classes or types of patents (including, without limitation, originals, divisionals, continuations, continuations-in-part, extensions or reissues) throughout the world. The term "Patent" further includes utility models, inventor's certificates, and similar rights, whether issued or registered, with respect to the protection of inventions and discoveries.
- 1.10 **"Normative Requirements"** means those portions of the Final Specification, including text, design features, and tables, that are expressly identified as required for compliance with the Final Specification including portions of the Final Specification that are identified as required for compliance with an optional or alternative portion. For clarity, those portions of the Final Specification, including any portions of an optional or alternative portion thereof, which are designated by the terms "must", "shall", "mandatory", "normative" or "required" are expressly identified as being required for compliance under Section 1.6.
- 1.11 **"Other Work(s)"** means any data or copyrightable materials that is not a Draft Specification or software, such as configuration data, documentation text, or images.
- 1.12 **"Scope"** means protocols, functions, application program interfaces, protocol adaptation layers, input parameters, data structures, services (including web services, web resources and software modules), and descriptors of firmware, in each case only as described in a Final Specification and only to the extent that: (1) they are described with particularity and as Normative Requirements in such Final Specification; and (2) the sole purpose of such description is to enable Compliant Portions of products to interoperate, interconnect or communicate as defined within such Final Specification. Notwithstanding the foregoing, the Scope shall not include (a) any enabling technologies that may be necessary to make or use any product or portion thereof that complies with a Final Specification, but are not themselves expressly set forth in a Final Specification (e.g., semiconductor manufacturing technology, semiconductor packaging technology, processor architecture/microarchitecture, processor instruction sets, compiler technology, etc.); or (b) the implementation or use of other specifications published and made available by any other standards body, but referred to in the body of a Final Specification and not first developed in EMVA, even if required for compliance with the Final Specification; or (c) any portions of any product and any combinations thereof the purpose or function of which is not required for compliance with a Final Specification; or (d) reference or informational portions of the Final Specification.

- 1.13 **“Software Contribution”** means any software, programs, scripts, and the like that are contributed by any Contributor for use with a Draft or Final Specification.
- 1.14 **“WG Member”**: means any member of an EMVA Working Group (whether EMVA Member or member of a G3 Association or otherwise pursuant to Board of Directors’ decision).
- 1.15 **“Working Group” (or “WG”)**: working group of the EMVA set up to manage a determined standardization process and the resulting standard.

2. Intellectual Property Rights Terms for Draft and Final Specifications

- 2.1. All Contributions to a Draft and/or Final Specification are submitted by WG Members under the License Terms set out in Appendix 1.A hereto, or any other form of contribution license approved in advance in writing by the Board of Directors of the EMVA for that Working Group’s Standard.
- 2.2. Without prejudice to its overall rights as rightsholder of the Specifications, EMVA will make available formal approved versions of Specifications under the Creative Commons Attribution-No Derivatives license 4.0 International license (CC BY-ND 4.0, online at <https://creativecommons.org/licenses/by-nd/4.0/>).

3. Intellectual Property Rights Terms for Reference Implementations and other software works

- 3.1. **IPR Regimes.** Reference Implementations and other software published by EMVA itself or on behalf of the Working Group associated with a Draft or Final Specification will be managed under one of the following regimes chosen by the Working Group:
 - a. (Normal regime). Contributions are licensed to the EMVA for publication and for management of the intellectual property rights of the Reference Implementations and related works. See Section 3.2.
 - b. (Fiduciary regime). Contributions are licensed to the EMVA for publication, and Contributors delegate management the intellectual property rights of the reference implementations and related works to an IPR Committee. See Section 3.3.
 - c. (Other cases). Any other form of contribution license approved in advance in writing by the Board of Directors of the EMVA jointly with the relevant Working Group. See Section 3.4.
- 3.2. **Normal Regime.** If the licensing model under section 3.1.a applies (normal regime), then:
 - 3.2.1. All Contributions are made under the License Terms set out in Appendix 1.A hereto;
 - 3.2.2. EMVA will make available final approved versions of the reference implementations and other software works contributed by the Working Group under one or more licenses chosen by the Working Group (and appended to this IPR Policy for transparency), that enable:
 - a) For the binary version, access to all for unlimited use but no modification.
 - b) For the source code version:
 - i. access to Working Group Members for development and testing purposes, including a right to modify but without right to share outside the Working Group; and
 - ii. access to EMVA Licensees for production and conformance purposes, without rights to modify or distribute to third parties.
- 3.3. **Fiduciary Regime.** If the licensing model under section 3.1.b applies (fiduciary regime), then:
 - 3.3.1. All Contributions are made under the Fiduciary License terms set out in Appendix 1.B.

- 3.3.2. The final approved versions of reference implementations will be made available by the EMVA on behalf of the Working Group contributors under one or more licenses chosen by the corresponding IPR Committee, that follow the principles outlined for the normal regime.
- 3.4. **Other Regime.** If a licensing model under section 3.1.c applies (other), the Board of Directors of the EMVA will set out the rules and procedures to be followed.
- 3.5. All Working Group and IPR Committee approved licenses will be appended to this IPR Policy.
- 3.6. In any event, no rights over patents (if any) applicable to a Specification, a Reference Implementation or other work licensed out by the EMVA are granted by the EMVA or its members or Working Group members, except as expressly provided by this IPR Policy or in the chosen license terms.

4. Intellectual Property Rights Terms for other non-software works

- 4.1. All Contributions for Other Works are made under the terms of Appendix 1.A and released to the public domain (on express notice) or made available under a Creative Commons license, or another form of license approved in advance in writing by the Working Group within which the contribution of the Other Work is made.

5. Making Contributions

- 5.1. **Declarations on Working Group IPRs and contributions.** All Working Group applicants for membership must make a Declaration regarding intellectual property rights in the form approved by the Board of Directors (the current Declaration is appended hereto). All Working Group members must update that Declaration from time to time to ensure that it is at all times complete and accurate.
- 5.2. **Diligence.** Although Contributions are provided “as-is” with no warranties, the EMVA encourages all WG Members to exercise reasonable care to ensure that they have all the necessary rights to the intellectual property incorporated in their Contributions.
- 5.3. **Clarifications.** A WG Member making a Contribution may elect to provide clarifying information distinguishing the technologies that are licensed by that contributor from technologies merely referenced in a Draft Specification. The relevant Working Group or the IPR Committee, as applicable, will not be obligated to accept any such clarification in the Final Specification. If the relevant Working Group or IPR Committee rejects any such clarification, the Contributor may withdraw the applicable Contribution.
- 5.4. **Withdrawals.** Contributor can withdraw its Contribution to a Draft Specification or reference implementation from the specification approval process no later than fourteen (14) days of its submission. Any such withdrawal must be in writing. Upon such withdrawal, the submission will no longer be deemed a Contribution hereunder and all submissions associated only with that Contribution will be deemed withdrawn.

6. Survival of WG Member licenses

- 6.1. Survival of Obligation to Grant Licenses. A WG Member whose participation in an EMVA Working Group has terminated shall continue to be obligated (a) to grant licenses as provided in Appendix 1.A or Appendix 1.B hereto, depending on the licensing model selected by the Working Group, for all its Contributions, including to reference implementation, and in respect of any Necessary Claims in a Final Specification adopted prior to the effective date of such Member’s termination, and in subsequent Final Specifications to the extent these incorporate parts of those prior Final Specifications (i.e. not in new parts of the Specifications subsequent to the member’s departure); and (b) to keep granting the IP- and patent licenses as set out in their specific IPR Declaration within their working group application. If a WG Member purports

to revoke or suspend a license referred to in (a) above, breaches any undertaking in (b), or initiates patent infringement proceedings against any other WG Member, not having previously declared any patent rights in respect of any relevant Necessary Claim, all licenses (of whatever nature) granted to that WG Member on all Contributions by other members of the Working Group and by the EMVA in relation to the Specification and reference implementation may be revoked by the EMVA or the IPR Committee, when applicable.

- 6.2. Member's Right to Receive Licenses after Termination. All obligations of and license grants made by all other EMVA and WG Members under this IPR Policy shall cease with respect to a terminating Member, effective as of the effective date of such Member's termination of its membership in EMVA or the corresponding Working Group; except that when applicable, any licenses previously granted to such terminating Member or its Affiliates and other EMVA Licensees prior to the effective date of such Member's termination shall survive in accordance with their terms; provided also, however, that the licenses granted to such terminating WG Member for any Necessary Claims in a Final Specification that has been finally adopted prior to the effective date of such Member's termination shall continue to survive solely to the extent that such terminating Member continues to grant reciprocal licenses under the same or similar terms and conditions as set forth in this IPR Policy.

7. Patent rights management

- 7.1. The obligations set forth in this IPR Policy do not imply any obligations on WG Members to perform or conduct patent searches. Furthermore, nothing in this IPR Policy or the act of a Member submitting or approving a Contribution to a Draft Specification will be construed or otherwise interpreted as any express or implied representation that such Member does or does not hold any patents or patent applications which contain Necessary Claims.
- 7.2. Early disclosure of patents by WG Members contributes to the efficiency of the process by which a Final Specification is established. Therefore, in the course of the development of a Draft Specification, technical experts participating in the Working Group are requested to inform- or to disclosure if relevant - in good faith and at the best of their knowledge about any known patents or patent applications that may contain Necessary Claims for the proposed Final Specification.
- 7.3. When disclosing their own patents, WG Members shall use the IPR Declaration Form as stated in the specific EMVA Working Group Application Form. Any communication drawing the attention to any third-party essential patent shall be addressed to the EMVA in writing. The WG Member who is potential patent holder or applicant will be requested to submit an IPR Declaration form (or updated form).
- 7.4. Provided the WG Member patent holder(s) is prepared to grant licenses on RF-FRAND (Royalty-Free-, Fair, Reasonable and Non-Discriminatory) terms on those patents which contain Necessary Claims that are included in the Draft Specification, the latter can be processed for Final Specification approval. While the WG Member patent holder or applicant in this situation is committing to not charging royalties to WG members and Licensees, the WG Member patent holder or applicant is still entitled to require that the EMVA licensees sign a license agreement with the patent holder/applicant that contains other reasonable terms and conditions such as those relating to governing law, field of use, reciprocity, warranties, etc. This will be an issue to negotiate between the patent holder/applicant and the licensee. However, it is important to underline that the WG may not take position regarding the scope, validity or specific licensing terms of any Necessary Claim of essential patents.
- 7.5. With a view to maintaining up-to-date information in the patent information database of the WG, all WG Member patent holders/applicants are requested to inform the EMVA of any change or corrections to the content of the information provided in the IPR Declaration Form

submitted in the past, especially with regard to the contact person, or information that may be relevant for the purpose of the Declaration e.g. in case the relevant patent application has been granted or rejected, or information regarding changes to the legal status of the relevant patent application or patent.

- 7.6. In order to facilitate WG Members and Licensee agreements and compliance with this IPR Policy, EMVA will make available to the public a patent information list composed of the information that has been communicated to the WG and EMVA Standards Manager by the means of IPR Declaration Forms. The common patent information list is not certified to be either accurate or complete, but it only reflects the information that has been communicated to the WG. As such, the patent information list is to be viewed as simply raising a flag to alert EMVA WG Members and Licensees that they may wish to contact the WG Member rightsholder who has communicated IPR Declaration Forms to EMVA in order to determine if royalty free FRAND patent licenses must be obtained for use or implementation of Final Specification.
- 7.7. This Patent management terms also apply to any Necessary Claim disclosed or drawn to the attention of EMVA subsequent to the approval of a Final Specification.
- 7.8. The terms of licensing of Necessary Claims included in the IPR Declaration Form are deemed to be irrevocable, so as to preserve clarity and transparency in the use of such Specification. In the event the WG Member patent holder or applicant of a declared patent which contains Necessary Claims transfers his patent ownership to a third party, its licensing commitment made in accordance with the IPR Declaration form shall be interpreted as encumbrances that bind all successors-in-interest as to the transferred patents.
- 7.9. To avoid patent applications over ideas, inventions, methods, process or technologies shared within the context of the WG activities, all WG Members assume a perpetual unilateral and irrevocable commitment not to apply for any patent, or otherwise register any intellectual property rights for themselves, over any knowledge contributed or shared in a WG or derived from a discussion of the WG. Contributions and any Necessary Claims submitted by a WG Member who has returned to an EMVA WG after having previously terminated or suspended its participation shall also be licensed on RF-FRAND basis in accordance with this IPR Policy terms.

8. EMVA Licensees – Source Code Users

- 8.1. EMVA shall make available to third party licensees and WG members intending to implement an EMVA standard (on application), a license to access and use the Reference Implementations (binary and source code) in accordance with the chosen license terms, together with authorisation to use the trademark/logo to indicate conformance. This license shall not allow modification of the code, in order to maintain conformance with the Final Specification. The terms of this User license will be appended to the relevant Working Group Appendix
- 8.2. Licensees (who become members of the WG User Group) are required to submit ideas and input for patches/bug-fixes and improvements on reference implementations to the corresponding Working Group for review and incorporation as a Software Contribution.

9. Trademarks, Certification Marks and Logos

- 9.1. **Adoption of Marks.** In the event EMVA proposes to adopt any name, logo, trademark, certification mark or trade name (collectively, “EMVA Marks”) (other than the EMVA name and logo), for use with any Final Specification or products, processes or services that implement and conform to the requirements of the Final Specification, EMVA will provide notice to its members at least 45 days in advance. EMVA will take such steps as the board of directors deems necessary and proper to protect its rights under such Marks adopted for use by the EMVA. In furtherance

thereof, the board of directors will establish and disseminate reasonable conditions and procedures for the licensing and use of such EMVA Marks, demonstrably free of any unfair discrimination among the members or others.

- 9.2. **Member's Adoption and Use.** Each Member agrees not to use or adopt any mark for any product, service, or published material that is likely to cause confusion as determined under applicable trademark laws with any of the EMVA Marks.

10. Amendments

This IPR Policy may be altered, amended or repealed, or a new IPR Policy may be adopted at any regular or special meeting of the EMVA Board of Directors in accordance with the EMVA by-laws and consultation with the EMVA Working Groups. Notwithstanding the foregoing, no alteration, amendment or repeal of this IPR Policy shall be effective until the thirty-first (31st) day after notice, which notice may be by electronic means.

11. Warranties and Liability

- 11.1. No Warranty. All parties acknowledge that all information provided as part of the Draft Specification and/or Final Specification development process and the Draft Specification and/or Final Specification itself are all provided "AS IS" WITH NO WARRANTIES WHATSOEVER, WHETHER EXPRESS, IMPLIED, STATUTORY, OR OTHERWISE, AND THE PARTIES EXPRESSLY DISCLAIM ANY WARRANTY OF MERCHANTABILITY, NONINFRINGEMENT, FITNESS FOR ANY PARTICULAR PURPOSE, OR ANY WARRANTY OTHERWISE ARISING OUT OF ANY PROPOSAL, SPECIFICATION, OR SAMPLE.
- 11.2. Limitation of Liability. IN NO EVENT WILL EMVA, ANY PARTY HERETO OR ANY OTHER MEMBER OF EMVA BE LIABLE TO ANY OTHER PARTY OR MEMBER OF EMVA FOR THE COST OF PROCURING SUBSTITUTE GOODS OR SERVICES, LOST PROFITS, LOSS OF USE, LOSS OF DATA OR ANY INCIDENTAL, CONSEQUENTIAL, INDIRECT, OR SPECIAL DAMAGES OF ANY PARTY INCLUDING THIRD PARTIES, WHETHER UNDER CONTRACT, TORT, WARRANTY OR OTHERWISE, ARISING IN ANY WAY OUT OF THIS OR ANY OTHER RELATED AGREEMENT, WHETHER OR NOT SUCH PARTY HAD ADVANCE NOTICE OF THE POSSIBILITY OF SUCH DAMAGES.

12. General provisions

- 12.1. Confidentiality of Specifications and source code. Draft Specifications and source code of reference implementations contributed or shared in a WG, including based on knowledge and discussions shared in a WG, or derived from WG discussions are Confidential Information of EMVA and its contributing Members. Without limiting the foregoing, Members may use such Confidential Information in products or software implementations, provided however, that such use may not include a release of the Confidential Information itself unless approved by the EMVA Board of Directors or the owner of rights in such Information. Upon release of a Final Specification, all Contributions incorporated in that specification will be non-confidential and will not be subject to confidentiality agreements or nondisclosure terms.
- 12.2. Consideration. Members acknowledge that payment of fees for membership in EMVA, EMVA Working Group and/or EMVA Standards License Terms constitutes full and final consideration for the license rights granted under this IPR Policy.
- 12.3. Governing Law. This IPR Policy shall be construed and controlled by the laws of Spain without reference to conflict of laws principles. Members agree to accept personal jurisdiction in the competent courts of Barcelona, Spain.

APPENDIX 1 - LICENSING OF WORKING GROUP MEMBER'S INTELLECTUAL PROPERTY RIGHTS OVER CONTRIBUTIONS

A. Normal Regime

1. **Limited Patent License Grant.** Subject to the terms and conditions set out in the IPR Policy, effective upon adoption of a Final Specification, each WG Member and its Affiliates hereby grants to all other EMVA and WG Members and their Affiliates and EMVA Licensees (a granting WG Member or its Affiliates is hereinafter referred to as "Licensor" and the EMVA and a receiving WG Member or its Affiliates is hereinafter referred to as "Licensee") a nonexclusive, nontransferable, worldwide license (without the right to grant a sublicense) under Licensor's Necessary Claims solely to make, have made, use, import, and directly and indirectly sell and offer to sell, and otherwise distribute and dispose of Compliant Portions by themselves or in or with Licensee products integrating such Compliant Portions; provided that such license does not extend to any part or function of a product (other than the Compliant Portion therein) in which a Compliant Portion is incorporated but that is not itself part of the Compliant Portion. Such license is granted on royalty-free reasonable and non-discriminatory terms; however, such license grant may be conditioned upon Licensee's grant of the same reciprocal license on royalty-free reasonable and non-discriminatory terms.
2. **Copyrights.** Each WG Member and its Affiliates retains all their copyrights in their Contribution and hereby grants to EMVA a worldwide, irrevocable, non-exclusive, non-transferable, sub-licensable, royalty-free copyright license to reproduce, create derivatives, distribute, display, perform and edit the Contributions of the WG Member for the purposes of developing, publishing, and distributing Final Specifications and/or reference implementations thereof and associated materials. Subject to the WG Member's copyright ownership in their Contributions, EMVA shall own all right, title, and interest in the compilation of Contributions forming the Final Specification/s and related works (including reference implementations).
3. **Disclosure.** WG Members may disclose Contributions and Draft and Final Specifications to internal contractors on a need-to-know basis, subject to the execution of confidentiality and/or nondisclosure agreements.
4. **Survival.** The license grants made during the membership of a WG Member shall survive any termination of participation in EMVA of such granting Member.
5. **No Other License.** The WG Members agree that no license, immunity, or other right is granted under this IPR Policy by any EMVA or WG Member or its Affiliates to any other Member or their Affiliates or to EMVA, either directly or by implication, estoppel or otherwise, other than the licenses in Section 1 and Section 2 above or as otherwise agreed with the Board of Directors of EMVA.

B. Fiduciary Regime

- 1. Limited Patent License Grant.** Subject to the terms and conditions set out in the IPR Policy, effective upon adoption of a Final Specification, each WG Member and its Affiliates hereby grants to EMVA and all other EMVA and WG Members and their Affiliates and EMVA Licensees (a granting WG Member or its Affiliates is hereinafter referred to as “Licensor” and the EMVA and a receiving WG Member or its Affiliates and EMVA Licensee is hereinafter referred to as “Licensee”) a nonexclusive, worldwide license (without the right to grant a sublicense) to transfer an unlimited number of non-exclusive licenses under each Licensor’s Necessary Claims solely to make, have made, use, import, and directly and indirectly sell and offer to sell, and otherwise distribute and dispose of Compliant Portions by themselves or in or with Licensee products integrating such Compliant Portions; provided that such license does not extend to any part or function of a product (other than the Compliant Portion therein) in which a Compliant Portion is incorporated but that is not itself part of the Compliant Portion. Such transferred licenses are granted on royalty-free reasonable and non-discriminatory terms (determined by or with the support of the IPR committee and published in the EMVA website), however such license grant may be conditioned upon Licensee’s grant of the same reciprocal license on royalty-free reasonable and non-discriminatory terms.
- 2. Copyrights in the Standard Specification.** Each WG Member and its Affiliates retains all their copyrights in their Contribution and hereby grants to EMVA a worldwide, irrevocable, non-exclusive, non-transferable, sub-licensable, royalty-free copyright license to reproduce, create derivatives, distribute, display, perform and edit the Contributions of the WG Member for the purposes of developing, publishing, and distributing Final Specifications and/or reference implementations thereof and associated materials. Subject to the WG Member’s copyright ownership in their Contributions, EMVA shall own all right, title, and interest in the compilation of Contributions forming the Final Specifications.
- 3. Copyrights in the Reference Implementation/s.** Each WG Member and its Affiliates retains all its copyrights in its Software Contribution to any Reference Implementation and collectively the Reference Implementation is a joint work of the Contributors. The Contributors jointly grant to EMVA a worldwide, irrevocable, non-exclusive, non-transferable, non-sublicensable royalty-free copyright license (a) to reproduce, distribute, and communicate to the public the Reference Implementation for an on their behalf, for the purposes of publishing and distributing this Reference Implementation and (b) right to transfer an unlimited number of non-exclusive licenses or to grant sublicenses to third parties on the terms set out by the IPR Committee for outbound licensing of the Reference Implementation. These rights and their licensing and defense will be managed the corresponding IPR Committee related to the standard.
- 4. Disclosure.** WG Members and EMVA Licensees are allowed to disclose Reference Implementation Source Code, Contributions and Draft and Final Specifications to internal contractors on a need-to-know basis, subject to the execution of confidentiality and/or nondisclosure agreements.
- 5. Survival.** The license grants made during the membership of a WG Member shall survive any termination of participation in EMVA of such granting Member.
- 6. No Other License.** The WG Members agree that no license, immunity, or other right is granted under this IPR Policy by any EMVA or WG Member or its Affiliates to any other Member or their Affiliates or to EMVA, either directly or by implication, estoppel or otherwise, other than the licenses in Section 1 and Section 2 above or as otherwise agreed with the Board of Directors of EMVA.