

# SENSORIS

## Sensor Interface Specifications

### Terms of Reference

Version v0.6, 30.08.2019

**Document history**

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## CORE OF THESE TERMS OF REFERENCE

## I DEFINITIONS

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

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

**Affiliate** of a *Member* means:

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

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

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

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

**Chairman** means the Member identified in Section IV.2.3.

**Vice-Chairman** means the Member identified in Section IV.2.5.

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

**Core** means the part of these ToR including Section I to Section IX.8 but excluding Annexes.

**Declaration of Accession** means a declaration, in the form as provided for in *ToR Annex II*, signed by a party wishing to join the *SENSORIS Innovation Platform*.

**Defaulting Member** means a *Member* which the *General Assembly* has, in accordance with its procedures, or the other *Members* acting jointly have, determined is in breach of any of its obligations under this *ToR* in accordance with Section X.2.2.3 hereof.

**Deliverables** mean any work product produced in the framework of the *Innovation Platform* under this *ToR*

**General Assembly** means the body established in accordance with Section IV.1 hereof.

**Fund(s)** means:

- (a) payments made by a third-party to the *Innovation Platform* for the benefit of all *Members* in relation with its purpose, and not directly allocated to a Member; and
- (b) fees paid by *Members* in respect of their Membership and in accordance with ANNEX I hereof; and
- (c) exceptional funds as decided by the *General Assembly* in accordance with Section VI.2

**SENSORIS Innovation Platform (or Innovation Platform)** means the membership organisation coordinated by ERTICO and all actions taken in accordance with this *ToR* in the context of the Vision, Mission, Scope and Objectives stated in Section II hereof.

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

**Steering Board (or Board)** means the body established in accordance with Section IV.2 hereof.

**Terms of Reference (ToR)**, means this document (Core and Annexes together).

**Working Group** means any Working Group created in accordance with the provisions of this *ToR*.

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

## II INNOVATION PLATFORM, PURPOSE AND GENERAL PROVISIONS

### II.1 Vision

Sensor Interface Specification *Innovation Platform*, SENSORIS, is an open group of significant actors from the global vehicle industry, map and data providers, sensors manufacturers and telecom operators who joined forces, under the form of this *Innovation Platform*, driven by the common vision and belief that, defining an appropriate interface for exchanging information between the in-vehicle sensors and a dedicated cloud as well as between clouds will inevitably:

- enable broad access, delivery and processing of vehicle sensor data
- enable easy exchange of vehicle sensor data between all players
- enable enriched location based services
- drive global growth in this field

### II.2 Mission

The SENSORIS mission is to:

- Align specification between participants and drive towards a common agreement for a de-facto industry standard.
- Establish the SENSORIS platform as a worldwide platform with the support of other ITS organisation e.g. ITS America and ITS Japan
- Use effective security standards for the sensor information exchange
- Link and coordinate with other initiatives, in particular with:
  - ADASIS Forum and NDS through the Open AutoDrive Forum (OADF)
  - ISO standardisation (ISO TC22 – Road Vehicles / SC31 Data Communication).

### II.3 Scope

In order to better define the work to be undertaken in SENSORIS, the following scope is proposed considering what is in the scope and out of the scope of SENSORIS:

**in scope**

- vehicle-to-cloud data upload format (vehicle-based data only)
- cloud-to-cloud data exchange format (vehicle-based data and other data needed for mobility services)
- cloud-to-vehicle 'campaign' request format (request for specific data at specific locations and times only)
- conformance to data authorization/authentication process
- conformance to data privacy regulations
- conformance to approved security regulation

(N.B. 'cloud' can be an intermediate server or aggregation server or a service provider input gateway)

**out of scope**

SENSORIS will not :

- define infrastructure or architecture
- establish commercial agreement frameworks for data exchange
- define data exchange for v2v, v2i, i2v (cooperative data) exchange
- define cloud-to-vehicle services

## II.4 Objectives

Main purpose and objectives of SENSORIS are to:

- ensure that SENSORIS membership represents the main stakeholders in this field
- find the needs of all stakeholders and their prioritisation (short-, mid-, long-term)
- establish and maintain the SENSORIS deployment roadmap
- deliver and maintain technical specifications defining the format and content of sensor and campaign data in the cases mentioned in the in-scope section:
  - vehicle-to-cloud data upload format (vehicle-based data only)
  - cloud-to-cloud data exchange format (vehicle-based data and other data needed for mobility services)
  - cloud-to-vehicle 'campaign' request format (request for specific data at specific locations and times only).

## II.5 Purpose and general provision

The purpose of these *ToR* is to specify with respect to the SENSORIS *Innovation Platform* the relationship among the *Members*, in particular concerning the organisation of the work between the *Members*, the management of the *Innovation Platform*, to define rights and obligations of the *Members and the Coordinator*, including, but not limited to, their liability and indemnification, and the protection of IP rights.

SENSORIS will take as input the HERE initial specifications released June 2015<sup>1</sup>.

SENSORIS Members shall comply with Competition laws while participating to any and all activities of the platform, including but not limited to the exchange of information and development of SENSORIS work, standards and specifications.

In addition to applicable rules and any policies of the Members, SENSORIS Members shall notably abide with the Code of Conduct (Annex V) and the Competition Law Guidelines (Annex VI).

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

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<sup>1</sup> Vehicle Sensor Data Cloud Ingestion Interface Specification (v2.0.2) ([https://its.cms.here.com/static-cloud-content/Company\\_Site/2015\\_06/Vehicle\\_Sensor\\_Data\\_Cloud\\_Ingestion\\_Interface\\_Specification.pdf](https://its.cms.here.com/static-cloud-content/Company_Site/2015_06/Vehicle_Sensor_Data_Cloud_Ingestion_Interface_Specification.pdf))



- In case of standard-setting there must be unrestricted access for all market participants affected by the standard (i.e. competitor on the market and other companies from related industries) to participate in the standard-setting.
- The procedure for adopting the standard must be transparent. Transparency requires that the standard setting process comprises procedures which allow stakeholders to inform themselves effectively of upcoming, on-going and finalized standardization work.
- There must not be an obligation to comply with the standard. Every market participant should remain free to develop and use other (and competing) products and technical solutions that do not comply with the standard.
- Every market participant must have effective access to the standard (e. g. to the technical specification) on fair, reasonable and non-discriminatory terms.

### **III MEMBERS**

#### **III.1 Members - Rights**

The Innovation Platform is composed of an unlimited number of members. The minimum number of members may not be less than three (3).

Membership of the Innovation Platform is open to organisations that have a clear interest in SENSORIS and support the objectives of the Innovation Platform.

Membership is within the following sectors:

- Vehicle manufacturers
- Navigation System Suppliers
- Sensor & Component Manufacturers
- ADAS manufacturers
- Location content & Service providers
- Telecom & Cloud Infrastructure Providers
- Other;

#### Members:

The quality of member is exclusively reserved to organizations and associations (excluding natural persons) which fulfil the following cumulative conditions:

- to be duly incorporated as legal person or organization under applicable law of its country of origin;
- to have appointed an official representative

All members have the right to be members of the Steering Board..

#### **III.2 Admission**

Admissions of new members shall be decided by the Steering Board, as defined by the provisions in section III.1. Its decision is final and needs written justification in case of denial of a new application.

The applying member shall send a written request of admission (filling the form in Annex IV)) to the Coordinator, which will forward it to the Steering Board,

Membership of the Innovation Platform automatically entails acceptance of the Terms of Reference.

### III.3 Resignation – Suspension - Exclusion

Membership ends by:

- voluntary resignation, , upon written notice by registered letter given to the Coordinator, which will forward it to the Steering Board. However, if the resignation isn't notified at least by October 31 of the current year, members are responsible for payment of the next year annual fee;
- voluntary dissolution of the Member;
- bankruptcy, insolvency, civil incapacity or provisional administration;
- upon proposal by the Steering Board, the General Assembly can decide exclusion by a majority of 75 % + 1 of the members present or represented; the concerned member will have the opportunity to explain its defence before the general Assembly prior the decision on the exclusion is taken; this exclusion will have immediate effect; the Steering Board may suspend the concerned member until the final decision of the General Assembly;

Failing to abide with these Terms of Reference, such as for example a failure to pay the membership fee within prescribed delay, may result in forfeiture of membership of the Innovation Platform.

Members who resigned or were excluded, as well as their successors shall have no rights, whatsoever, on the assets of the Innovation Platform and shall not be entitled to claim any reimbursement of any nature whatsoever.

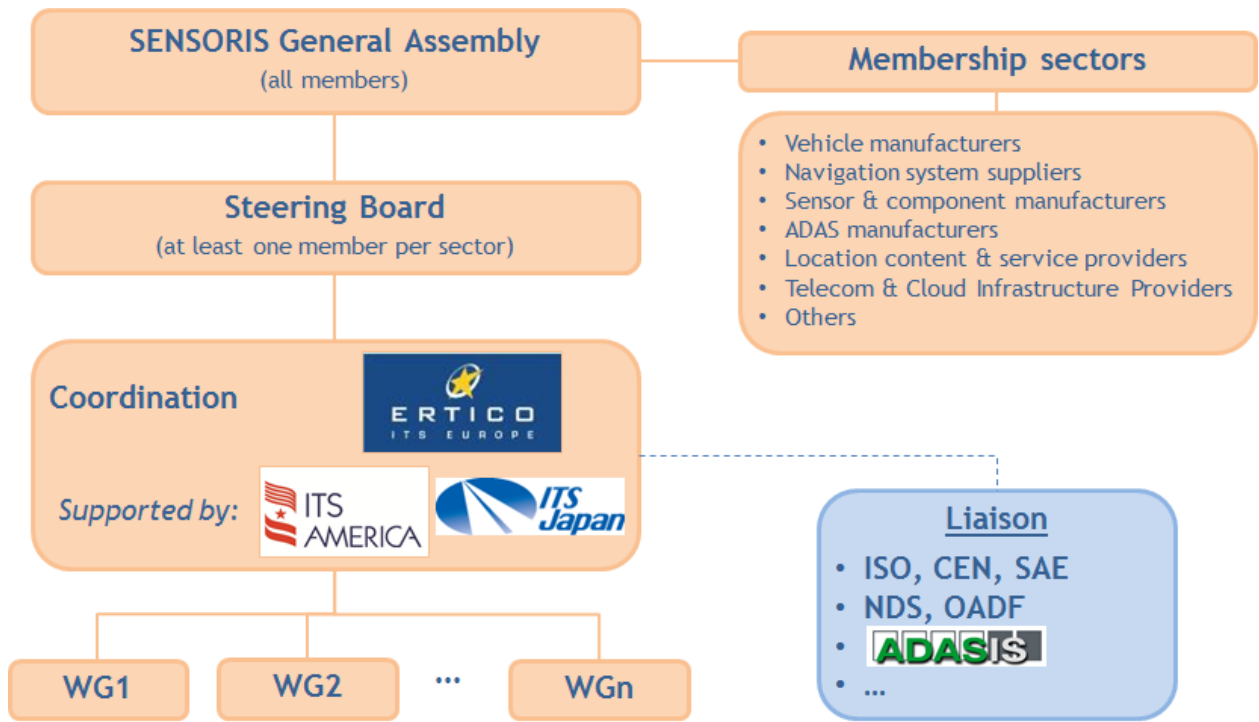
### III.4 Membership fees

The members shall pay, in addition to a single entry fee, an annual membership fee, the amount and payment method of which are determined on an annual basis by the General Assembly (see Annex I).

## IV GOVERNING BODIES OF THE INNOVATION PLATFORM

The general organizational structure of the *Innovation Platform* consists of:

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



## IV.1 General Assembly

### IV.1.1 Composition of the General Assembly

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

After having informed the *Coordinator* in writing, each *Member* shall have the right to replace its representative and/or to appoint a proxy although it shall use all reasonable endeavours to maintain the continuity of its representation.

### IV.1.2 Decision Making in the General Assembly

IV.1.2.1 The *General Assembly* shall be chaired by the *Chairman*.

The *General Assembly* shall meet at least once a year or at the request of its *Chairman*, or at any other time when necessary at the request of at least a third of the number of *Members* having the right to vote in the *General Assembly*. Location is left to the discretion of the *Chairman*; in case of dispute concerning the place of gathering, the *General Assembly* shall take place in Brussels, Belgium.

Meetings shall be convened by the *Chairman* with at least thirty (30) calendar days prior notice. This notice shall be accompanied by an agenda. The agenda shall be proposed by the *Chairman*. The agenda shall be deemed to be accepted unless one of the *Members* notifies the *Chairman* in writing of additional points to the agenda, at the latest fifteen (15) working days before the date of the meeting.

Minutes of the meetings of the *General Assembly* are drafted by the *Coordinator* and shall be transmitted by the *Chairman* to the *Members* within thirty (30) calendar days after the date of the meeting. The minutes shall be considered as accepted by the other *Members* if, within fifteen (15) calendar days from receipt, no *Member* has objected in a traceable form to the *Coordinator*.

- IV.1.2.2 Any decision requiring a vote at a *General Assembly* meeting must be identified as such on the pre-meeting agenda, unless there is unanimous agreement to vote on a decision at that meeting and all *Members* are present or represented.
- IV.1.2.3 However, any decision required or permitted to be taken by the *General Assembly* may be taken in accordance with the above in meetings at a distance via teleconference and/or via email, provided that the technological tools that are used provide reasonable assurance regarding the respect of the decision making. Such decision is left to the discretion of the *Chairman*.
- IV.1.2.4 The *General Assembly* is responsible for the overall direction of the *Innovation Platform*. To that end, the *General Assembly* shall notably be responsible for:
- (a) **Money:** agreeing upon the proposal made by the *Steering Board* for the allocation of the *Innovation Platform's* budget in accordance with this ToR, reviewing and proposing to the *Members* budget reallocations and deciding upon the creation, modalities of use, management and release of *Funds*;
  - (b) **Core:** approve and/or amend the terms of the Core of this ToR;
  - (c) **Default:** agreeing upon the proposals made by the *Steering Board* that the *General Assembly* should propose to the *Members* (other than the *Defaulting Member*) that they serve notice on a *Defaulting Member* in accordance with Section X.2.2.3;
  - (d) **Deliverables:** final approval of proposals made by a *Working Group* to the *Steering Board* for the adoption of a *Deliverable*, or the modification, alteration, replacement or suppression of a *Deliverable* previously approved by the *General Assembly*;
  - (e) **Working Groups:** deciding upon the launch of a *Working Group* within the *Innovation Platform*, the suppression of any existing *Working Group*, and any change to the task and mission assigned to an existing *Working Group*; and
  - (f) **Termination:** deciding on the termination of the *Innovation Platform*; and
  - (g) **Exceptional funds:** deciding upon exceptional *Funds* in accordance with Section VI.2 hereof; and
  - (h) **Steering Board:** taking into account Section IV.2 hereof, deciding upon the number of *Members* to be elected to the *Steering Board*, and election of such *Members*, and
  - (i) **By-laws and policies:** approval, supervision, modification or cancellation of by-laws and policies drafted by the *Steering Board* in case such documents do not comply with this ToR.
- IV.1.2.5 The *Coordinator* does not have the right to vote in the *General Assembly*. A *Member* has the right to vote effectively only if it has paid all fees in respect of its membership and, as case may be, exceptional funds as decided by the *General Assembly* in accordance with Section VI.2. In voting, each voting *Member* (whether physically present, voting at a distance, or represented by another *Member* to whom such *Member* gave a proxy) shall have one vote. In case a *Member* is namely concerned or impacted by a decision, for example in case of alleged breach of this *ToR* by this *Member* or alleged IPR claim related to this *Member* or any other conflict of interest, it does not have the right to vote in relation with this decision.
- IV.1.2.6 The *General Assembly* shall only deliberate and decide validly when there is a sufficient number of *Members* present or represented ("GA quorum"). The *Coordinator* is not taken into account for the calculation of the GA quorum. The GA quorum depends on the nature of the vote, as such:
- For any change to Section II hereof : 75% + 1 of the *Members* with the right to vote

effectively;

- For any change to any other Section of the Core of this Agreement : 75% + 1 of the *Members* with the right to vote effectively;
- For any decision related to the termination of this Agreement and the end of the Sensoris Innovation Platform activities: 100% of the *Members* with the right to vote effectively;
- Exceptional funds which are three times higher than the annual fee require the agreement of 100% of the General Assembly quorum
- For any other decision: 50% + 1 of the *Members* with the right to vote effectively.

However, if the GA quorum has not been reached, a new *General Assembly* may be convened at least 14 days later, to decide on the same matter regardless the number of *Members* present or represented (no GA quorum needed). Convocation for such second meeting shall mention the fact that this second attempt is not subject to the General Assembly quorum.

IV.1.2.7 Decisions shall be taken by a simple majority of the votes of the voting *Members* present or represented by proxy.

However, a special majority applies in the following cases:

- For any change to Section II hereof : 75% of the votes;
- For any change to any other Section of the Core of this Agreement or the “IPR” Annex : 75% + 1 of the *Members* with the right to vote;
- For any decision related to the end of this *ToR* : 100% of the *Members* with the right to vote effectively;
- Exceptional funds which are three times higher than the annual fee require 100% (unanimous) agreement of the *Members* with the right to vote.

## IV.2 Steering Board

### IV.2.1 Composition of the Steering Board

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

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

### IV.2.2 Number of Steering Board Members

The General Assembly decides on the number of Steering Board Members (III.1.2.4. (h)). The Steering Board is elected for a term of two years, each member can be reelected. The *Steering Board* will consist of a minimum of 3 *Members* at any time and a maximum of 9 members. If for whatever reason a *Steering Board Member* can no longer fulfil his/her obligations, the remaining

*Steering Board Members* may appoint a *Member* ad-interim but have to organize a general assembly election within 2 months.

In case of ad-interim appointment it is recommended that the *Steering Board* looks at the predecessor first since he/she is aware of procedures.

The elected replacement will serve out the term of the previous *Steering Board* Member. An ad-interim or replacement term does not count for the consecutive-term rule.

#### IV.2.3 **Representation of interests**

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

Goal is to distribute *Steering Board* members amongst sector representation in order to have each Membership sector represented in the *Steering Board*.

The *Steering Board* representatives will elect a chair person from amongst themselves.

#### IV.2.4 **Nomination and commitment**

Two months before the term of one or more *Steering Board Members* is ending, a call for *Steering Board* nomination will be sent by the Coordinator.

The nomination term is 1 months. After 1 month the coordinator will distribute a list of nominees to all voting *Members* with the request to vote during the next *General Assembly* (this general Assembly must be scheduled before the end of the term of *Steering Board Members*).

SENSORIS *Steering Board Members* can be nominated by self-nomination or nomination by other *Members*

Each *Steering Board Member* is expected to have the time available to perform *Steering Board Member* duties.

#### IV.2.5 **Requirements for candidates**

The candidate must be a representative/employee of a *Member* of the SENSORIS *Innovation Platform*.

It is recommended that at least one of the Chair or Vice-Chair candidates is an ERTICO partner as SENSORIS is strongly supported by the ERTICO partnership.

#### IV.2.6 **Election**

The election shall be held in accordance with the rules and principles provided in these ToR. The *Coordinator* is the teller. The vote shall be counted in public, immediately after the vote and the result will be announced immediately. Objections related to the election are admissible only if they are raised at the latest at the moment of the announcement of the result of the election.

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

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

#### IV.2.7 **Dismissal**

A *Steering Board* member may be dismissed by unanimous decision of the other *Steering Board* members in case of criminal misconduct or serious suspicions thereof. In such case the *Steering Board* member in question is suspended immediately and may no longer represent the organisation in any shape or form. The remaining *Steering Board* members can start the ad-interim procedure.

The *General Assembly* can also dismiss a *Steering Board* member by means of a motion of no-confidence.

A *Steering Board* decision to suspend one of its member, or a no-confidence motion must be validated by a 75 % + 1 majority of the *General Assembly*. If this majority is reached new elections for the position must be held within two months.

If all *Steering Board* members should be dismissed by the *General Assembly*, the *General Assembly* may appoint ad-interim *Steering Board* members immediately by common majority per position. Elections must be held within two months. This will be replacement elections.

#### IV.2.8 **Tasks:**

The *Steering Board* shall notably be responsible for:

- (a) **Money:** making proposals for annual budget, its allocation and *Funds* to the *General Assembly* in relation with Section IV.1.2.4(a);
- (b) **Core:** making proposals to the *General Assembly* in relation with Section IV.1.2.4(b);
- (c) **Annexes:** deciding upon the review and/or amendment of the terms of the Annexes hereof;
- (d) **Members:** providing the general Assembly with the list of existing and new signatories of a *Declaration of Accession* since the moment when the last *General Assembly* was held; proposing exclusion of *Members* to the *General Assembly*;
- (e) **Default:** making proposals to the *General Assembly* in relation with Section IV.1.2.4(c);
- (f) **Deliverables:** providing the *General Assembly* with the list of *Deliverables* proposed by each *Working Group* after the last *General Assembly* was held, in order to allow the *General Assembly* to vote in accordance with Section IV.1.2.4(d);
- (g) **Groups:** establishment, coordination and supervision of Members dedicated Groups (e.g. *Working Groups*, Task Forces, ...), including instruction to a *Working Group* or its Leader to take corrective action and follow-up of such corrective action and making proposals to the *General Assembly* in relation with Section IV.1.2.4(e);
- (h) **Communication:** deciding upon press releases and publications by the *Innovation Platform*;
- (i) **Work plan and roadmaps:** deciding upon the organizational work plan and roadmaps of the *Innovation Platform*;
- (j) **Control:** deciding upon measures to ensure the effective day-to-day co-ordination and monitoring of the progress of the technical work affecting the *Innovation Platform* as a whole;
- (k) **General care:** all and any action required by the general care and supervision of the

*Innovation Platform* (including establishing the agenda for General Assembly meetings) and the way *Members* and the *Coordinator* perform their duty according to these ToR; all and any action required in order to ensure the viability of the *Innovation Platform* including contact with authorities and third-Parties; all and any action required to solve conflict or potential conflict between *Members*, and/or a *Member* or *Members* and third-Parties in relation with the *Innovation Platform*; and;

- (l) **Exceptional Funds:** making proposals to the *General Assembly* in relation with Section IV.1.2.4(g); and
- (m) **New Members:** accepting applications of new *Members* and accepting all signatories of a *Declaration of Accession* (ANNEX II) since the last *General Assembly* was held; and
- (n) **By-laws and policies:** drafting additional by-laws, policies, process description, internal rule and similar business documents (together “By-laws and policies”) that are necessary or useful for the *Innovation Platform*, notably in order to ensure the supervision of the Working Groups, as well as official recommendations and statements made in the name of the *Innovation Platform*. By-laws and policies must comply with these ToR; and
- (o) **Extraordinary contracts:** deciding on contracts outside the ordinary course of business or in which one of the *Members* is also a party.

## IV.3 Coordinator – Daily Manager

### IV.3.1 Identification of the Coordinator

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

### IV.3.2 Responsibilities of the Coordinator

The *Coordinator* is in charge of the daily coordination of the *Innovation Platform*; it includes notably the following functions:

- (a) Administration and preparation of minutes of the *General Assembly* and the *Steering Board*, and follow-up of its decisions;
- (b) transmission of any documents and information connected with the *Innovation Platform* between the *Members* concerned; and
- (c) preparation and record-keeping of all decisions taken by the *General Assembly*, accessible for the effective *Members* of the *General Assembly* only (such data room may be on electronic form only); and
- (d) preparation and record-keeping of all decisions taken by the *Steering Board*, accessible for the effective *Members* of the *Steering Board* only (such data room may be on electronic form only); and
- (e) preparation and record-keeping, on request, of all decisions taken by a *Working Group*, accessible for the effective *Members* of such *Working Group* only or to other persons depending the instruction received from the relevant *Working Group Leader* (such data room may be on electronic form only); and
- (f) preparation and record-keeping of all general information related to the *Innovation Platform* accessible by the public and the authorities (such data room may be on electronic form only); and



- (g) sending request for payment of fees and exceptional funds to *Members*; with holding payments for, constituting and administration of the *Fund*; administration of *Funds*; and
- (h) ensuring financial supervision of the *Innovation Platform*, including payments to third-Parties and providers, as well as all operations usually required or expected from a financial supervisor of an organisation of this kind and in a general manner, managing the *Funds* exclusively for the *Innovation Platform* and in accordance with the rules of the present ToR. The management of the *Funds* shall be made through a separate account; and
- (i) ensuring coordination of the *Innovation Platform* and *Working Groups*; and
- (j) making any proposal to the *Steering Board* in relation with Section IV.2.8; and
- (k) daily management of administrative aspects of the *Innovation Platform*, including but not limited to: administration of the Membership, preparation of the *Steering Board* meetings and the *General Assembly*, creation and administration of the website of the *Innovation Platform*, daily communication towards the public, authorities and third-Parties, *Innovation Platform* house-keeping, etc..

Except for the capacity as representative of the *Members* in accordance with the terms of this *ToR*, the *Coordinator* shall not be entitled to act or to make legally binding declarations on behalf of any other *Member*.

## V GOVERNING BODIES OF THE WORKING GROUPS

### V.1 Working Group Leader

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

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

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

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

### V.2 Working group(s)

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

A *Member* of a *Working Group* has the right to vote effectively only if it has paid all fees in

respect of its Membership and, as case may be, exceptional funds as decided by the *General Assembly* in accordance with Section VI.2. The *Steering Board* shall inform the *Working Group Leader* of any payment default by a Member. In voting, each voting *Member* shall have one vote. In case a *Member* is namely concerned or impacted by a decision, for example in case of alleged breach the *ToR* by this *Member* or alleged IPR claim related to this Member, it may not vote in relation with this decision.

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

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

## VI FEES AND EXCEPTIONAL FUNDS

### VI.1 Fees

*Members* oblige themselves to pay the fees in accordance with ANNEX I, as soon as possible when they receive payment request and instruction from the Coordinator, and at the latest 60 days afterwards. Failure to pay such fees is a material breach of this ToR.

### VI.2 Exceptional funds

By decision of the *General Assembly* in accordance with Section IV.1.2.4(g) hereof, the *Members* can establish an *Exceptional Fund* at most once a calendar year. In this decision, the *General Assembly* shall:

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

Failure to pay such funds is a material breach of this *ToR*.

## VII RESPONSIBILITIES

### VII.1 General Responsibilities

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

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

### VII.2 Responsibilities towards Each Other

- 1) Each *Member* undertakes to use reasonable endeavours:
  - (a) to notify each of the *Members* in the same *Working Group* promptly of any significant delay in performance; and
  - (b) to inform other *Members* in the same *Working Group* of relevant communications it receives from third-Parties in relation to the *Working Group* or the *Innovation Platform*, provided that by such communication, the relevant *Member* does not violate any law or any contractual agreement.
- 2) Each *Member* shall use reasonable endeavours to ensure the accuracy of any information or materials it supplies hereunder and to promptly correct any error therein of which it is notified. The recipient *Member* shall be entirely responsible for the use of such information and materials.

- 3) Each *Member* agrees not to use knowingly, as Annex of a *Deliverable* or in the design of such *Deliverable* supplied under this *ToR*, any proprietary rights of a third party for which such *Member* has not acquired the right to grant licences and user rights to the other *Members*.
- 4) Each *Member* shall be fully responsible for the supervision of its *subcontractors* and shall enter into appropriate arrangements for such purpose with its *subcontractors*. These arrangements shall as appropriate require the obligations in this *ToR* also apply to, and (where they apply) be fulfilled by, such *subcontractor*.
- 5) If the *ToR* conflicts with any agreement executed by a *Member* or any commitment a *Member* entered into, such *Member* shall inform promptly the *Steering Board* and shall provide all information requested by the *Steering Board* (and, if appropriate, the *Coordinator* acting on behalf on the *Steering Board*) to assess the consequence of such agreement on the *Innovation Platform* or the work performed by a *Working Group*.

## VIII INTELLECTUAL PROPERTY RIGHTS (IPRS)

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

### VIII.1 Additional Definitions

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

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

**Patent** shall mean a temporary, limited legal right granted to an inventor or his assignee by public authorities allowing to prevent others from manufacturing, selling or otherwise disposing of an equipment, product or method using the invention as described in the patent (utility models) and other statutory rights based on this invention, including any applications for any of the foregoing.

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

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

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

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

## VIII.2 General provisions

### VIII.2.1 Background

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

### VIII.2.2 Joint Foreground Ownership

If, in the course of carrying out work on the *Innovation Platform*, a joint Foreground is made (and two or more *Members* are contributors to it), and if the features of such joint Foreground are such that it is not possible to separate them for the purpose of applying for, obtaining and/or maintaining the relevant Patent protection or any other IPRs, the *Members* concerned agree that they may jointly apply to obtain and/or maintain the relevant right. The *Members* shall jointly own equal undivided shares on that joint Foreground. The joint Foreground IPR may be freely used by any *Member* owning a share in the joint Foreground IPR (without any compensation to the other *Members* owning a share in the joint Foreground IPR), directly and indirectly, for any purpose and without any prior consent from the other *Members* owning a share in the joint Foreground IPR.

The *Members* concerned shall seek to agree between them arrangements for applying for, obtaining and/or maintaining such right on a case-by-case basis. Any charges and fees regarding Patents procedures for filing and maintenance will be equally shared by the *Members* concerned.

### VIII.2.3 Sole Foreground Ownership

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

### VIII.2.4 Transfer of Employees' Rights

Each *Member* shall ensure that it can fulfil the obligations under this *ToR* notwithstanding any rights of its employees, or persons it engages to perform whole or Annex of its share of the *Innovation Platform*.

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

### VIII.2.5 Purpose and general rules

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

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

The governing bodies of the *Innovation Platform*, and in particular the Coordinator, are not involved in evaluating Patent relevance or essentiality with regard to *Deliverables*, nor to interfere with licensing negotiations, or engage in settling disputes on Patents, except when expressly provided otherwise in this Agreement. This is left to the *Members* concerned.

### VIII.2.6 Open Source Software

A Member granting rights of use to other Members under Background or Foreground that is in whole or in part based on Open Source Software (hereinafter "OSS") shall explicitly notify such other Members thereof. If a Member uses OSS in Foreground or Background to be exchanged under this ToR, such Member is responsible for complying with all obligations in connection with the use, modification and distribution of such OSS. In addition such Member must enable the other Members to also fully and properly meet the obligations in connection with the use, modification and distribution of OSS and any derivatives thereof at all times. Along with handing over the Foreground or Background containing OSS, such Member must also provide the other Members with the source code of the OSS on a separate data carrier along with the respective license.

## VIII.3 Essential Patent disclosure

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

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

- 2) In addition to the above, any *Member* not participating in the work where this issue arises may draw the attention of other *Members* or the relevant *Working Group Officer*, to according to its representative's own judgement, any known Patent or pending application, either their own and/or of any *Member* or third-party that may be considered as Essential Patent for the *Deliverable*.
- 3) Information on Essential Patents shall be provided in good faith and on a best effort basis, but there is no requirement for Patent searches.
- 4) When disclosing their own Patent, Patent holders shall use the declaration form as stated in ANNEX IV.

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

- 5) This whole chapter also applies to any Patent disclosed or drawn to the attention of the stakeholders subsequent to the approval of a *Deliverable*.
- 6) Whether the identification of the Essential Patent took place before or after the approval of the *Deliverable*, if the Patent holder is unwilling to license under the terms of this ToR, the relevant *Working Group* and/or the *Steering Board* shall promptly advise all stakeholders responsible for the affected *Deliverable* so that appropriate action can be taken. Such action shall include, but may not be limited to, a review of the *Deliverable* or its draft in order to remove the potential conflict or to further examine and clarify the technical considerations causing the conflict.

## VIII.4 Statement and Licensing Declaration

### VIII.4.1 Purpose of the Declaration Form

- VIII.4.1.1 Patent holders shall use the standard form provided for in ANNEX IV, to provide the necessary information to be included in the SENSORIS's Patent information databases.. Declaration Forms must be sent to the attention of the Coordinator.
- VIII.4.1.2 The purpose of the Declaration Form is to ensure a standardised submission of the declarations being made by Patent holders and, most importantly, in case the Patent holder declares his/her unwillingness to license under option 1 or 2 (ANNEX IV) of the Declaration Form, to provide the supporting information and an explanation, as strongly desired.
- The Declaration Form gives Patent holders the means of making a licensing declaration relating to rights in the Essential Patents required for implementation of a specific *Deliverable*. Specifically, by submitting this Declaration Form, the submitting *Member* declares its willingness/unwillingness to license the Patents held by it and whose licence would be required to practice or implement part(s) or all of a specific *Deliverable*.
- VIII.4.1.3 The statement contained in the Declaration Form remains in force as long as it has not been replaced, e.g. in case of obvious errors.
- VIII.4.1.4 Multiple Declaration Forms are appropriate if the Patent holder has identified several Essential Patents and classifies them in different options of the Declaration Form and/or if the Patent holder classifies different claims of a complex Patent in different options of the Declaration Form.
- VIII.4.1.5 The words "free of charge" in the Declaration Form do not mean that the Patent holder is waiving all of its rights with respect to the Essential Patent. Rather, it refers to the option 1 set out in the «Licensing declaration» stipulated in the Declaration Form and governs the issue of monetary compensation; i.e. that the Patent holder will not seek any monetary compensation as part of the licensing arrangement (whether such compensation is called a royalty, a one-time licensing fee, etc.). However, while the Patent holder in this situation is committing to not charging any monetary amount, the Patent holder is still entitled to require that the implementer of the above document sign a licence agreement that contains other nondiscriminatory reasonable terms and conditions such as those relating to governing law, reciprocity, warranties, etc.

### VIII.4.2 **Contact information**

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

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

## VIII.5 Conduct of meetings and duties of Chairs and Leaders regarding IPR

- 1) In the following Section, “Chairmen” refers to a position or function; it extends to the *Working Group Leader* and other person with a similar position.
- 2) Early disclosure of Essential Patents contributes to the efficiency of the process by which *Deliverables* are established. Therefore, in the course of the development of a *Deliverable*, experts participating are required to inform about - or to disclose if relevant - any Patent that, according to their own judgment, may be considered as an Essential Patent for the proposed *Deliverable*. Experts are deemed to provide such information on any known Essential Patents in good faith and at the best of their knowledge, but there is no requirement for Patent searches.

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

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

## VIII.6 Patent Information list

- 1) In order to facilitate both the standards-making process and the implementation of *Deliverables*, SENSORIS makes available to the public a common Patent Information list composed of the information that was communicated by the means of Declaration Forms. The Patent Information list may contain information on specific Patents, or may contain information about compliance with this Agreement for a particular *Deliverable*.
- 2) The common Patent Information list is not certified to be either accurate or complete, but it only reflects the information that has been communicated in accordance with this ToR.
- 3) As such, the Patent Information list is to be viewed as simply raising a flag to alert standard users that they may wish to contact the entities who have communicated Declaration Forms in order to determine if Patent licences must be obtained for use or implementation of a particular *Deliverable*.



## VIII.7 Specific provisions

### VIII.7.1 Consultations on draft Deliverables

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

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

### VIII.7.2 Notification

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

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

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

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

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

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

*name of holder of patent right ... ( or a url reference to the list of disclosed patents which would be kept on the SENSORIS website)*

*address ...*

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

### VIII.7.3 Irrevocable licensing declarations on Essential Patent and transfer of ownership to third Parties

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

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

## VIII.8 Process for approval of specifications and/or Deliverables

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

### VIII.8.1 Draft specifications; License Review Period

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

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

### VIII.8.2 Licensing Objections

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

- In the event that a *Member* in good faith believes that the draft specification under review infringes or potentially infringes such Member’s (or any subsidiary or *Member* of the same group of companies – included in the ‘Member’ here after) IPR, and such *Member* is unwilling or unable to provide a license in accordance with section VIII.5 (3) hereof, such Member may provide written notification of its intent not to grant such license.
- Such licensing objection shall be made to the attention of the Coordinator, on a standard form if such form exists, and will include all information needed to make it possible for other *Members* to assess such objection, including the Patent number and jurisdiction of issuance.
- In the event that one or more licensing objections are properly and timely received by the Coordinator, the *Steering Board* (via the Coordinator) shall, promptly after the end of the license review period:
  - (i) notify all *Members* of the receipt of such licensing objection(s), and
  - (ii) take any appropriate measure including but not limited to instruction to the relevant *Working Group* or a subcommittee thereof to review and evaluate each licensing objection, as well as alternative design options or recommendations for the draft Specification.
- The *Working Group Leader* shall deliver to the *Steering Board* the results of its findings within a reasonable period of time.

### VIII.8.3 Notice of licensing objections

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

## VIII.9 Confidentiality and Internal Use

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

### VIII.9.1 Internal use

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

### VIII.9.2 Confidentiality obligations

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

### VIII.9.3 Communication of information

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

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

### VIII.9.4 Communication to third Parties

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

## VIII.10 Publications and Press Releases

For the avoidance of doubt, no *Member* shall have the right to publish or allow the publishing of data, which constitute joint ownership, Pre-existing know-how, Foreground or confidential information of another Member without prior written approval of such affected Member, even where such data is amalgamated with such first Member's knowledge, Pre-existing know-how or other information, document or material.

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

## IX LIABILITY AND INDEMNIFICATION

### IX.1 Liability of the Members

#### IX.1.1 Disclosure of information

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

#### IX.1.2 Liability towards each other

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

In no event shall either *Member* be liable towards the other *Members* for any lost profits, lost revenue or any other consequential, indirect, punitive, special or incidental damages resulting from any action, omission or negligence.

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

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

### IX.2 Force Majeure

A failure in the performance of this *ToR* cannot be attributed or channeled to a *Member* to the extent it is due to "Force Majeure".

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

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

## **X MISCELLANEOUS**

### **X.1 Assignment**

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

### **X.2 Term and Termination**

#### **X.2.1 Entry into force and termination**

X.2.1.1 This *ToR* shall come into force as from the date of the first *General Assembly* to be held.

X.2.1.1 Before the first *General Assembly*, the *ToR* shall be sent by the *Coordinator* to the companies having shown interest during the first meetings of SENSORIS (the “Recipients”), together with an invitation to be present at the next official *General Assembly* to be held.

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

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

This *ToR* shall continue in full force and effect until terminated in accordance with this Term.

#### **X.2.2 Withdrawal**

X.2.2.1 Each *Member* is entitled to withdraw from this *ToR* by notifying the *Coordinator* in writing, with an effective date provided that such *Member* shall not, by withdrawal or termination, be relieved from: its responsibilities under this *ToR* in respect of that Annex of that *Member's* work on the *Innovation Platform* which has been carried out (or which should have been carried out) up to the date of withdrawal or termination;

X.2.2.2 If the resignation is notified after October 31 of a given year, the *Member* remains responsible for payment of the next year annual fee;

X.2.2.3 In the event of a substantial breach, but not in case of “Force Majeure” (as set out in Section IX.2 hereof), by a *Member* of its obligations under the *ToR* which is irremediable or which is not remedied within one (1) month of written notice from the *Coordinator* acting on the basis of a decision taken by the *General Assembly* in accordance with Section IV.1.2.4(c), as applicable, such notice requiring that the default be remedied, the *Coordinator* may proceed to the exclusion of the *Defaulting Member* from the SENSORIS *Innovation Platform*. Without prejudice to the provisions of Section VIII, such termination shall become effective with respect to such *Defaulting Member* as of the date of such notice.

#### **X.2.3 General Provisions relating to Termination of the Membership**

X.2.3.1 A withdrawing *Member*, or a *Defaulting Member* in accordance with Section X.2.2., may not claim any reimbursement of its membership and, in general, such *Member* may not claim any payment or financial advantage whatsoever in relation with the SENSORIS *Innovation Platform*.

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

X.2.3.2 For the avoidance of doubt, termination or withdrawal shall not affect any rights or obligations incurred prior to the date of the termination unless otherwise agreed in the *ToR*.

### **X.3 Settlement of Disputes**

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

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

### **X.4 Language**

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

### **X.5 Notices**

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

### **X.6 Applicable Law**

This *ToR* shall be construed according to and governed by the law of the Kingdom of Belgium to the exclusion of its rules on conflict of laws which might make the law of another jurisdiction applicable.

### **X.7 Entire Agreement - Amendments - Severability**

This *ToR* constitutes the entire agreement between the *Members* in respect of the *SENSORIS Innovation Platform*, and supersede all previous documents if any.

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

### **X.8 Counterpart**

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

**ANNEXES**  
OF THIS TERMS OF REFERENCE

## **ANNEX I    SENSORIS Innovation Platform Membership fees: Year 20xx**

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

In addition to the annual Membership fee, organisations intending to join the SENSORIS *Innovation Platform* from 1<sup>st</sup> January 20xx shall pay an Entry fee of **xxx Euro plus VAT**.

These fees were approved by the General Assembly on xxx in xxx.

*Note:*

- *Membership fee / Entry fee shall be increased by statutory Value-Added Tax (VAT), wherever legally required.*
- *Member joining during the 4<sup>th</sup> Quarter will not have to pay the current year annual fee, but will have to pay the entry fee.*
- *This Annex will be updated on a yearly basis.*



## ANNEX II Declaration of Accession to SENSORIS

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

[name of Member (legal entity)] has taken note of the Code of Conduct in Annex V and the Competition guidelines stated in Annex VI and warrants and guarantees awareness of and compliance to such guidelines, including by all its representatives participating in SENSORIS.

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

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

Name of the organisation (Legal Entity): [name of Member] .....  
 SENSORIS sector<sup>2</sup>: ..... (if other then specify)  
 Name of legally authorised representative: (written out in full) .....  
 Title of legally authorised representative: .....  
 Signature of legally authorised representative: .....  
 Date: .....

**When the Declaration of Accession is accepted by the SENSORIS Steering Board:**

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

Name and reference of the addressee for the invoice: .....  
 eMail: ..... Phone: .....  
 Address: .....  
 Post code ..... Country .....  
 VAT registration number: .....

**Primary contact person in your organisation to participate in SENSORIS activities:**

Lastname: ..... Firstname: .....  
 eMail: ..... Phone: .....

<sup>2</sup> sectors are:

- |                       |                                      |   |
|-----------------------|--------------------------------------|---|
| Vehicle manufacturers | Navigation System Suppliers          | Sensor & Component Manufacturers                    |
| ADAS manufacturers    | Location content & Service providers | Telecom & Cloud Infrastructure Providers      Other |

### **ANNEX III Foreseen by-laws and policies at the launching of SENSORIS**

At the launching of the SENSORIS *Innovation Platform*, the following by-laws and policies are planned (but not committed) to be drafted shortly after the *Innovation Platform* is launched. It is reminded that pursuant to Section IV.2.8, such documents are neither part of the Core of this ToR, nor an Annex thereto. The following list is intended for information only :

- standard stage codes,
- transition process,
- rules for quorum and voting within a *Working Group*,
- rules applying to the election of the *Working Group Leader*.
- Process for approval of a *Deliverable*
- IPR disclosure process
- etc.

## ANNEX IV Declaration Form

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

*This declaration does not represent an actual grant of a licence*

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

SENSORIS Deliverable: ERTICO ITS Europe (SENSORIS Coordinator)  
a Belgian company with offices at  
1050 Brussels, avenue Louise 326, 2<sup>nd</sup> floor (Blue Tower)

**Patent or other Intellectual Property Right (IPR) Holder:**

LegalName

\_\_\_\_\_

**Contact for licence application:**

Name & Department

\_\_\_\_\_

Address

\_\_\_\_\_

\_\_\_\_\_

Tel. \_\_\_\_\_

E-mail \_\_\_\_\_

Fax \_\_\_\_\_

URL(optional) \_\_\_\_\_

**Document type:**

(\*) Number \_\_\_\_\_

and/or

(\*) Title \_\_\_\_\_

**Licensing declaration:**

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

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

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

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

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

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

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

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

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

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

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

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

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

**Signature:**

Patent or other IP RHolder \_\_\_\_\_

Name of authorised person \_\_\_\_\_

Title of authorised person \_\_\_\_\_

Signature \_\_\_\_\_

Place, Date \_\_\_\_\_

**FormX–(YY/MM/DD)**

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

## ANNEX V Code of Conduct

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

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

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

### Guidelines for implementing the Code of Conduct

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

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

### Code of Conduct (Principles) applicable to Participants

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

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

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

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

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

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

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

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

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

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

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

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

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

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



## Do's

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

## Don'ts

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

- **Don't** use the standards of specification setting process in SENSORIS with the aim to exclude suppliers or competitors from the market.
- **Don't** ask for sensitive or confidential market information from competitors under the excuse of the SENSORIS specification / standardisation process