

Bylaws of the Industrial Digital Twin Association e. V. ("Association") on Intellectual Property Rights ("IPR Policy")

- Convenience Translation - only the German version shall be decisive and applicable –

1. Preamble

1.1 Scope

This IP Policy governs the use of intellectual property rights, know-how and confidential information that is created or used in implementation and achievement of the OBJECTIVES (as defined below) and/or can be included therein.

Acceptance of this document by the respective member is condition precedent to a membership in the Association. The members are aware that the Association is open to any interested party without discrimination, provided, that it fulfils the requirements for membership according to the Association's statutes and that it accepts these bylaws as applicable to itself. The Association and its members declare that license conditions and negotiations concerning (intellectual) property rights and know-how not covered by these by-laws are the sole responsibility of the companies concerned and are not dealt with within the Association.

1.2 Objectives

The OBJECTIVES in the meaning of this IP Policy are

- the open development, specification, provision to the general public, implementation and use of the Asset Administration Shell ("AAS") with all functions including an open interface between physical and virtual products, systems, applications and/or facilities, in particular the provision of specification and reference implementation as open-source,
- the open development, specification, provision to the general public, implementation and utilization of the information and sub-models to enable semantic interoperability via AAS, especially the provision of specification and reference implementation as open source.
- the integration and use or utilization of existing technologies, standards, specifications, sub-models and information models in the AAS,
- the providing the (interim) findings of AAS to the public other than those of the members, in order to give companies, associations, clubs, initiatives, consortia and research institutions the opportunity to "one-stop-shop",
- the international distribution of AAS including recommended partial models by the association and other international associations, clubs, initiatives, consortia and research institutions in the environment of Industry 4.0,
- the promotion of their use by the general public and related possible steps to achieve the objectives, such as implementation, certification, validation, publication, training, education, seminars or other services by the association, members or third parties, and
- the possible introduction of the AAS, if necessary normatively, within the framework of cooperation with third parties, in particular standardisation organisations, and the integration of the AAS in other applications and systems as well as the general provision and use of corresponding information and documents free of charge, in particular for retrieval over the internet.

2. Work Results Created in the Framework of Association

2.1 Definition

WORK RESULTS are, irrespective of their processing status and storage medium, all knowledge, materials, documents, interim and final results arising within the framework of the cooperation within the Association, in particular within working groups, in the development, further development and use of AAS, including any resulting intellectual or industrial property rights, works, software pursuant to Section 2.4, know-how, other rights protected by copyright, as well as any documentation, procedures, reports and other documents, which are developed by the members individually or together with other members or by one or more members together with the Association.

2.2 Physical Work Results

Unless otherwise stated in Sections 2.3 - 2.4 upon completion of the REVIEW PERIOD, (as defined in Section 9.3.1) the member transfers ownership of all PHYSICAL WORK RESULTS, as well as all copies thereof, to the Association subject to Section 9.4. PHYSICAL WORK RESULTS shall mean all material objects, such as e.g. reference models in the form of physical storage media such as print-outs and data carriers.

2.3 Intangible Work Results with the Exception of Software and Patents

To the extent the WORK RESULTS is legally protected content under copyright law, but not software, the member grants the Association at the end of the REVIEW PERIOD a free, exclusive, perpetual, unlimited right to use the WORK RESULTS for the purposes of the OBJECTIVES in accordance with Section 9.4, even after termination of the member's membership in the Association. This right of use includes in particular the right to edit and further develop, to publish, reproduce, distribute, publicly reproduce and make available, and to use the resulting results to the same extent as the WORK RESULTS, as well as to transfer or license corresponding rights thus granted to Members in accordance with Section 4.1 and to third parties in accordance with Section 4.2.

2.4 Software

2.4.1 The members and the Association strive to develop, use and, as the case may be, further develop, primarily open source software in the context of achieving the OBJECTIVES. The members taking into account the OBJECTIVES, will agree on provisions and procedures, in particular regarding development, placing into repositories and use of open source software under the provisions and regulations applicable to such open source software, which, unless expressly specified otherwise, shall not contain rights to WORK RESULTS and in particular not to OWN FINDINGS (as defined in Section 3.1).

2.4.2 To the extent the content of the WORK RESULTS is proprietary software, the member shall provide the Association with the source code and the documentation relating to the proprietary software in accordance with Section 9.4 and, in accordance with Section 9.4, the member shall grant the Association a free, non-exclusive, unlimited right in time and scope to use the WORK RESULTS for the OBJECTIVES at the end of the REVIEW PERIOD, even after termination of the member's membership in the Association. This right of use includes in particular the right to edit and further develop, to publish, copy, distribute, publicly reproduce and make available as well as the right to license to members in accordance with Section 4.1 and to third parties in accordance with Section 4.2 and to use the results arising from this to the same extent as the WORK RESULTS.

2.5 Rights before the End of the Review Period

Prior to the conclusion of the REVIEW PERIOD, each member shall grant the other members and the Association the rights required under Section 5.2 [there: purpose limitation] to the extent specified therein.

2.6 Acceptance

The Association accepts granting of the rights and licenses mentioned in Section 2.2 - 2.5.

3. Own Findings as Contributions by the Members

3.1 Definition

OWN FINDINGS are intellectual property rights and know-how which have been or will be developed by the member independently outside the Association before or during its membership, in particular not in cooperation with other members or the Association within the Association.

3.2 No Obligation to Contribution

The member is not obligated to contribute OWN FINDINGS for reaching the OBJECTIVES and/or in the context of its activity in the Association, in particular with respect to contributing such OWN FINDINGS into the WORK RESULTS.

3.3 Licensing

3.3.1 CONTRIBUTIONS are all information and data, regardless of their embodiment, in particular documents, findings and software codes that the members of the Association contribute to the WORK RESULTS within the framework of the PROCEDURE. If WORK RESULTS contain OWN FINDINGS that are not PATENTS (as defined in Section 3.4.1), Sections 2.2 - 2.6 and Section 9.4 shall apply accordingly to these OWN FINDINGS.

3.3.2 Insofar as the member contributes its OWN FINDINGS in the process of its cooperation within the Association for the OBJECTIVES and in particular contributes such to the WORK RESULTS as a CONTRIBUTION which is not a PATENT, subject to Section 9.4 the member grants the Association and the members a free, simple, non-exclusive, spatially and temporally unlimited right to use its OWN FINDINGS for the OBJECTIVES and in particular for the production of WORK RESULTS, even after the termination of the membership of this or other members in the Association. This right of use includes in particular the right to process OWN FINDINGS, to integrate and further develop them in WORK RESULTS, to reproduce and process them and make them publicly available as well as the right to license them to third parties in accordance with Sections 4.1 and 4.2. The Association and the members accept this licensing.

3.4 Necessary Rights

- 3.4.1** NECESSARY RIGHTS are OWN FINDINGS, especially PATENTS which are infringed when the WORK RESULTS are used by the Association, the members or third parties, if and as far as for the concrete case economically reasonable, non-infringing alternatives for the implementation of the OBJECTIVES or the WORK RESULTS do not exist. For this IP Policy, PATENT shall mean patentable results, patentable results filed for patent protection, patents awarded and utility models.
- 3.4.2** If and to the extent that (i) OWN FINDINGS constitute a NECESSARY RIGHT and (ii) the member does not OPT OUT in accordance with Section 9.4 in view of a specific OWN FINDING, the Association and each member shall be granted the right, independent from a continued membership or existence of the Association, on FRAND-Z (fair, reasonable, non-discriminatory and royalty-free) terms and conditions, to use such NECESSARY RIGHTS for its own purposes without modification solely in connection with the OBJECTIVES and to license such rights to third parties pursuant to Section 3.4.3. For the sake of clarity, application patents (i. e. PATENTS which use the AAS without being a component of the AAS) shall not be NECESSARY RIGHTS.
- 3.4.3** If and to the extent a member does not OPT OUT in accordance with Section 9.4 in view of a specific OWN FINDING, each member shall license OWN FINDINGS to third parties on FRAND-Z terms provided such third party agrees to license its own NECESSARY RIGHT to the members and the Association on FRAND-Z terms under the principles of reciprocity. When making WORK RESULTS available to third parties, a notice shall be included, which among other things contains the aforementioned criteria for the granting of licenses and obliges the licensee to reciprocity towards the members and the Association in case of creation of further industrial property rights. Section 2.4.1 shall apply accordingly.
- 3.4.4** To the extent members jointly obtain PATENTS in the course of their work within the Association, these members will coordinate with each other within the release periods prescribed by the German Law on Employees' Inventions (ArbEG) on the filing (including lead management in individual cases), maintenance and defence of PATENTS and related costs. The provisions of this IP Policy on NECESSARY RIGHTS shall apply to such PATENTS.

4. Licensing of WORK RESULTS

4.1 Members

With its accession to the Association, each member shall have the irrevocable non-exclusive right, which shall continue to exist unchanged even after termination of its membership or dissolution of the Association, to use the WORK RESULTS after lapsing of the respective REVIEW PERIOD for such WORK RESULT – irrespective of whether created (i) prior to its accession to the Association or (ii) during its membership (iii) until its leaving of the Association – for its own purposes free of charge in accordance with the principles of FRAND-Z. This right of use includes in particular the right to process and further develop, to publish, reproduce, distribute, publicly reproduce and make available, and to use the results arising from this to the same extent as the WORK RESULTS. Each member is also entitled, at the member's discretion, to license such rights derived independently outside the Association to third parties free of charge according to FRAND criteria provided there is no obligation to license NECESSARY RIGHTS under FRAND-Z criteria pursuant to Section 3.4.3. If the licensing includes the right of the third party as licensee to sublicense the rights thus licensed to further third parties, the member shall provide in its licensing terms that these third parties thus licensed can in turn grant licenses to further third parties that meet FRAND criteria provided there is no obligation to license rights under FRAND-Z criteria pursuant to the reciprocity-provisions under Section 3.4.3. If the WORK RESULTS contain open-source-software to which an open source license applies, Section 2.4.1 shall apply accordingly. To the extent the Association itself applies for PATENTS based on the WORK RESULTS, the Association shall grant licenses under FRAND-Z terms to the members on PATENTS awarded.

4.2 Association

Except for PATENTS included in the WORK RESULTS, the Association is entitled and obliged to license the rights or licenses granted to it under this IP Policy to third parties for use for the OBJECTIVES under FRAND criteria on a non-exclusive basis.

5. Protection of Confidential Information

5.1 Definition

Confidential information ("INFORMATION") is information that a member or the Association discloses in the course of the work of the Association in implementing its OBJECTIVES, in particular in working groups ("DISCLOSING PARTY") and

- which are not, either as a whole or in the precise arrangement and composition of their constituent parts, generally known or readily accessible to persons in the circles which normally handle such INFORMATION and which are therefore of commercial value, and
- which are subject to appropriate confidentiality measures by their rightful owner according to the circumstances; and
- where there is a legitimate interest in confidentiality,
- whether disclosed in writing, orally or in electronic form,
- and if and to the extent that such INFORMATION has been expressly, specifically and identifiably marked as "confidential" or "secret" or in a comparable manner in writing or, in the case of a discussion, orally from such INFORMATION before or upon disclosure or making available by the DISCLOSING PARTY. Disclosure shall be deemed equivalent to making such information accessible.

5.2 Obligation of the Recipient

Each recipient of INFORMATION agrees,

- **[Treatment as a Trade Secret]** to treat the INFORMATION as trade secrets entrusted to them in accordance with the provisions of the Trade Secret Act (“GeschGehG”); and
- **[Appropriate Confidentiality Measures]** to protect the INFORMATION from disclosure to unauthorized persons by means of appropriate confidentiality measures, in particular appropriate technical and organizational measures, according to the circumstances; and
- **[Aim]** to use the INFORMATION only to the extent necessary for the production of the respective WORK RESULT to be achieved in the course of the PROCEDURE (as defined in Section 9.1); unless the DISCLOSING PARTY notifies an express reservation pursuant to Section 9.2 upon disclosure, the processing, storage and publication among the members of the respective working group of the Association determined in the course of the PROCEDURE as well as among the members and the Association and to undertakings connected to a member during the REVIEW PERIOD (as defined in Section 9.3) for the purposes stated there shall be deemed necessary for the production of the respective WORK RESULT; and
- **[Prohibition of Imitation and Industrial Property Rights]** not to exploit or imitate the INFORMATION in any way or to have it exploited or imitated by third parties or to support third parties in doing so and in particular not to apply for any intellectual or industrial property rights – in particular trademarks, design patents, patents or utility models – in respect of the INFORMATION; and
- **[No Derivation of Rights]** to refrain from deriving rights in particular to prior use, from knowledge of the INFORMATION.
- **[Obligation of Employees]** unless the DISCLOSING PARTY at the time of disclosure has expressly excluded disclosure to employees of the recipient other than those present, to make the INFORMATION available only to its employees to the extent necessary to produce the particular WORK RESULT and, in this case, only to the extent that the employees of the recipient have been obligated to protect the INFORMATION in the same effective manner as the recipient; and
- **[No Disclosure to Third Parties]** not to publish or disclose the INFORMATION to any third party without the prior written and express consent of the DISCLOSING PARTY unless such third party has been obligated to protect the INFORMATION in the same effective manner as the member and such disclosure is essential to the creation of the particular WORK RESULT or its review as part of the process pursuant to Section 9.3, but without the authorization of such third party to disclose the INFORMATION to third parties; consent to the conduct of a process pursuant to Section 9.3 shall be equivalent to written and express consent; and
- **[Prohibition of Processing and Reproduction]** to modify or adapt the INFORMATION only and in particular to create additional documents or software on the basis of the INFORMATION and to make copies of the INFORMATION to the extent necessary for the creation of the respective WORK RESULT and to the extent that the DISCLOSING PARTY has not expressly excluded such processing and reproduction upon disclosure.

5.3 Exceptions and Burden of Proof

The above obligations under Section 5.2 shall not apply if the recipient can prove that the INFORMATION

- were or became generally known without violation of the above obligations (Section 5.2); or
- lawfully received from a third party without violation of the obligations stated above (Section 5.2); or
- have been developed by members of the Association without using the INFORMATION; or
- have been approved for publication in writing by the DISCLOSING PARTY in advance; or
- the passing on and / or use of INFORMATION according to this IP Policy, in particular the use of the WORK RESULTS decided in the PROCEDURE is permitted; or
- has to be passed on due to a judicial or official decision or due to a legal order; the DISCLOSING PARTY must be informed of this in writing and in good time before passing on the information.

§ 5 Trade Secret Act (“GeschGehG”) is neither limited nor excluded.

5.4 Compliance

The members are aware that

- the exchange of competition-relevant information as a violation of antitrust law may result in substantial fines and claims for damages for the members, their organs and representatives, the Association and the natural persons delegated to the Association by the members. The DISCLOSING PARTY shall therefore ensure within its area of responsibility that the disclosed information does not allow any conclusions to be drawn about its past, present or future competitive behaviour or that it is suitable for a coordination among the members or connected undertakings of members. In addition, the antitrust law guidelines of the Association shall apply; and
- the disclosure of INFORMATION may be subject to U.S. re-export control laws, European and German export control laws and shall ensure in their respective areas of responsibility that they comply with the resulting obligations.

5.5 No Obligation to Disclosure

There is no obligation to disclose or make available INFORMATION. Each member may refuse to accept INFORMATION before it is disclosed or made available. In the context of working groups, their members shall take appropriate measures to ensure the working group’s functioning in case of refusal, for example by the person sent to the working group by the member leaving such working group.

5.6 Further Agreements and Legal Obligations

Additional agreements on the protection of confidential information and its use as well as legal obligations, such as those under the applicable data protection laws, remain unaffected.

6. Warranty and Liability

6.1 Third Parties' Involvement

To the extent third parties within the member's sphere of influence, in particular employees of the member, create work results, contribute contributions or own findings, the member shall ensure that it has entered into valid and sufficient agreements with these third parties or will take all necessary measures in advance and in case of licensing such rights to third parties to ensure the transfer and licensing of the work results, contributions and own findings created by these third parties and the validity of the necessary rights to the extent provided for in this IP Policy. The same applies to the transfer or licensing of the rights to which the member is entitled, in particular to the contributions and necessary rights. In particular, the member will make unlimited use of the patentable and/or utility modellable inventions created by its employees, provided that these are necessary rights.

6.2 Liability

Irrespective from making a CONTRIBUTION, each member shall inform the Association, as far as such member is aware that the creation, modification or use of WORK RESULTS and/or its OWN FINDING could possibly violate the rights of third parties and shall not cause maliciously by acts or omissions infringement of third parties' rights by the WORK RESULT. The member provides any information, documentation, WORK RESULT, CONTRIBUTION, OWN FINDINGS and NECESSARY RIGHTS "as is". Any liability of the member for the usability, exploitability and freedom from third party rights, as well as the services provided by the member in the context of the work of the Association and the achievement of the OBJECTIVES in the development of WORK RESULTS is limited to intent.

6.3 Export Control

All members, partner organisations, licensees and all other third parties participating in IDTA activities who use or license the work results, contributions and/or intellectual property of the IDTA undertake to comply with all applicable export control, trade and sanctions regulations, as well as embargo regulations of the European Union, the United States of America and other relevant jurisdictions ("export control regulations"). This applies in particular to the applicable export control regulations concerning dealings with Russia and Belarus and with natural or legal persons associated with Russia and Belarus.

Should the IDTA identify a breach of export control regulations in connection with the use of work results, contributions and/or intellectual property, the IDTA reserves the right to restrict or terminate access to work results, contributions and intellectual property or to take further measures.

7. Patent Laws and Standardization

7.1 No Additional Rights

The members of the Association and the Association agree that the granting of rights to WORK RESULTS, CONTRIBUTIONS and/or OWN FINDINGS and/or the exchange of INFORMATION between the members and/or the members and the Association does not constitute an act detrimental to novelty according to § 3 PatG (*German Patent Act*), Art. 54, para. 1 and 2 EPC with regard to applications for PATENTS by the member as well as possible corresponding provisions of the patent laws of other countries. Furthermore, acts of use of other members and/or of the Association derived from such use do not constitute a right of prior use according to § 12 PatG (*German Patent Act*) and any corresponding provisions of the patent laws of other countries.

7.2 Standardization

The Association intends to present and contribute the WORK RESULTS - as far as they are suitable - to official standards bodies of recognized standardization organizations such as IEC or DKE or to other international associations, societies, initiatives and consortia. The members will support the Association appropriately in this process.

8. Research and Avancement

8.1 Integration of Research Institutions

If, in addition to companies, research institutions within the meaning of the Union Framework for State Aid for Research, Development and Innovation (2014/C198/01) are involved in the implementation of the OBJECTIVES within the Association, the members will carefully evaluate contributions with regard to No. 2.2.2 of the Union Framework, document the result and, if necessary, in deviation of Sections 3.4.2, 3.4.3 and 4.1 will compensate economic advantages resulting from the mutual rights of use and licensing in a separate agreement by means of additional remuneration in order to ensure that no indirect state aid is granted to members from the commercial sector as a result of the cooperation within the framework of the Association. As far as this Union framework should change, the members shall negotiate in good faith to make any necessary changes to these by-laws.

8.2 Funding Guidelines

The rights of a public funding agency, in particular the right to report on the work carried out and results achieved within the framework of the funding, remain unaffected by the provisions of this IP Policy. The members recognize any regulations in connection with the grant as binding for them and where those provisions are contrary to the provisions of this IP Policy as having priority over these statutes and will take all measures necessary to ensure this priority.

9. Procedure

9.1 Principles

The following procedure ("PROCEDURE") shall be adhered to by the Association and its members with respect to the creation and examination of their partial, intermediate and final WORK RESULTS.

9.2 Cooperation

9.2.1 The members, in particular of an existing or future working group specified in more detail in guidelines, shall collaborate together in a spirit of trust. Each member of the Association may send one representative to a working group. Irrespective of the number of members sent to a working group by a member of the Association, each member of the Association represented in a working group shall have one vote. The members of the Association will determine in guidelines the specific procedure of cooperation within the working groups. These guidelines in particular contain principles on cooperation within the working groups, among the working groups and between the working groups and the Association. The members of the working groups shall in particular observe the obligations of confidentiality (Section 5) and shall inform each other about possible factors, in particular technical or legal factors, which may pose an obstacle to the WORK RESULTS or other OBJECTIVES. In particular, throughout the entire PROCESS, the Association and each member, irrespective of its participation in a working group, shall inform the board of the Association without delay and if possible giving specific information thereof, if, to such member's knowledge, the planned, preliminary and/or final WORK RESULTS may infringe industrial property rights, in particular PATENTS, of a member or third parties. The member shall inform the Association's board of directors if there are indications that the measures taken by the Association to implement the OBJECTIVES are in danger of affecting NECESSARY RIGHTS of the member or planned rights of the member and shall work in his cooperation to ensure that any NECESSARY RIGHTS or planned rights existing are not included in the WORK RESULTS or that possible resulting violations are avoided. To the extent legitimate grounds, in particular with respect to confidentiality provisions and antitrust law, prevent notification of the board of directors, information of one managing director of the Association in lieu of the board of directors is permissible.

9.2.2 Irrespective of Section 9.2.1 above or other obligations stated in this IP Policy, each member of the respective working group shall, when making CONTRIBUTIONS, provide specific information as to whether these contain (intellectual property) rights, in particular (even if only applied for) patents, patentable findings and/or INFORMATION and/or open source code or whether the member plans to apply for corresponding rights. If the member is a DISCLOSING PARTY, it may demand at the time of disclosure that this INFORMATION may not be passed on to persons outside the working group.

9.2.3 The member shall strive to ensure, in particular when providing software, that such software is free of damaging software (e.g. viruses, worms or Trojan horses) and free of functions that are recognisably contrary to the confidentiality or security interests of users, e.g. in the form of functions for the unauthorised introduction or extraction of data or for the unauthorised modification or manipulation of data or the flow logic.

9.3 Review Period

9.3.1 The working group may, as it deems appropriate, notify the Association and all members in writing and comprehensively of all preliminary WORK RESULTS and shall submit to the Association and all members in writing and comprehensively the final WORK RESULTS and thus initiate a

review by the Association and members ("REVIEW PERIOD"). The duration of such REVIEW PERIOD shall in general be 45 calendar days and shall start with sending out of the (final or preliminary) WORK RESULTS to all members. The working group may suggest to the board of directors to deviate from this period by stating reasons and an alternative duration. In such case, the duration shall be decided by the board of directors bearing in mind that a shorter duration shall reasonably enable the members to assess potential effects on intellectual property rights. The information shall include the request for review and the deadline set by the working group.

- 9.3.2** The review includes in particular the technical correctness, congruence and compatibility of the preliminary or final WORK RESULT with existing and/or WORK RESULTS being in the process of creation, and legally the compatibility of the preliminary or final WORK RESULT with rights of the member and third parties as well as possible conflicts with planned patent applications of this member.

9.4 Opt Out

- 9.4.1** A member shall inform the Association within the REVIEW PERIOD of any reservations which are opposed to the use of the WORK RESULTS and which are based on its OWN FINDING or PATENTS pursuant to Section 3.4.4 ("OPT OUT"). The OPT OUT shall be made in writing to the Association's board of directors stating the specific parts to which an objection is raised and shall be accompanied by suitable documentation, stating whether in such member's opinion the position objected to is to be deleted or whether it is to be reworked, in such case stating a specific indication of alternatives. Section 9.2.1 last sentence shall apply *mutatis mutandis*.
- 9.4.2** To the extent that after proper review the OPT OUT is justified and proven in the opinion of the board of directors or – in case of notification to a managing director of the Association pursuant to Section 9.4.1 – of such managing director, the reservation shall be complied with. Where such OPT OUT is not followed, the grant of licenses for such rights (e.g. PATENTS) for which the OPT OUT has been declared are expressly excluded. The board of directors – or in case of Section 9.2.1 the managing director – may refuse modification of the WORK RESULTS being subject to the OPT OUT to the extent the board of directors or, as the case may be, the managing director believe(s) that the WORK RESULTS do not infringe such rights stated in the OPT OUT. In this case, any potential infringement may be subject to judicial review. If the OPT OUT is complied with, Sections 9.1 - 9.4.1 shall be repeated in case a new presentation of a modified (preliminary) WORK RESULT is presented.
- 9.4.3** If a member does not OPT OUT within the REVIEW PERIOD, that member's OPT OUT with respect to the content of the preliminary or final WORK RESULT subject to the REVIEW PERIOD is excluded at a later date, regardless of whether the document submitted is a preliminary or final WORK RESULT and regardless of whether a preliminary or final WORK RESULT is incorporated at a later date independently or in other (preliminary or final) WORK RESULTS. To the extent the member exercising the OPT OUT at the time of the OPT OUT points out that patentable findings are the reason for such OPT OUT, the parties involved will take reasonable measures to enable the member exercising the OPT OUT to file a patent application without delay or, on the part of the Association, within a reasonable period of time not to jeopardize the filing by publication of WORK RESULT containing such patentable finding. In case the OPT OUT is exercised or where the patent is awarded after the procedure described in the previous sentence, the parties shall enter into good faith negotiations with a view of concluding a license agreement under the understanding that such member which has timely exercised such OPT OUT shall not be obliged to grant a license. If and to the extent there is no OPT OUT within the REVIEW PERIOD, the Association may publish the WORK RESULTS.

10. Final Provisions

10.1 Changes to the IP Policy

This IP Policy may be amended in accordance with legal requirements, in particular taking into account cartel and state aid law with effect for the future by a majority of three quarters of the members' valid votes cast. An amendment to this IP Policy shall be made in writing. Deviations from this Section may only be made in writing.

10.2 Continuation of Rights and Obligations

Subject to mandatory legal reasons to the contrary, a change in the IP Policy shall not affect – also for the future – the rights accrued up to its entry into force of such change and the provisions made in this IP Policy, nor the obligations entered into here. The same applies to a resignation or other leaving of the member from the Association for the rights accrued until such time. In case the Association is dissolved, the rights granted or licensed to the Association shall be deemed to be an asset according to Section 2 (8) of the Statutes with the proviso that the corresponding rights shall be transferred or licenses licensed in full to the successors in each case, provided these successors agree to let the obligations contained in this IP Policy, to which the Association has subjected itself in this IP Policy, be applicable against such successors.

Frankfurt, June 12th, 2026