

# **Member's Rules and Regulations**

(Ver. 1.1)

established on February 21, 2005

revised on September 17, 2008

This Member's Rules and Regulations specifies the rights, duties and membership status of the Members of the T-Engine Forum (hereinafter called the "Forum"). Unless otherwise defined in this Rules and Regulations, the terms used herein shall have the same meaning as defined in the Articles of Association of the T-Engine Forum, the IPR Policy and other rules.

## **Section 1    General Rule**

### **Article 1    Purpose**

The purpose of this Member's Rules and Regulations is to specify the membership status, rights and duties of the Members of the Forum in order to ensure appropriate operations of the Forum.

## **Section 2    Admission to and Withdrawal from the Forum**

### **Article 2    Admission to the Forum**

2.1    A corporation who applies for admission to the Forum shall fill out the membership application form designated by the Forum and submit the same to the Forum secretariat for the approval of an executive committee in the Forum.

2.2    The admission of the corporation to the Forum shall become effective at the time the application is approved by the executive committee.

2.3    The executive committee may refuse the application if special circumstances to be considered a breach of good faith exist.

### **Article 3    Withdrawal from the Forum**

3.1    A Member who withdraws from the Forum shall give notice to the Forum

secretariat to that effect.

3.2 The withdrawal of the Member from the Forum shall become effective at the time the Forum secretariat dispatches the notice of acceptance in response to the withdrawal notice given by the Member. Provided, however, that any obligation of the Member to the Forum which remains unfulfilled at the time of its withdrawal such as unpaid membership fee, if any, shall survive the withdrawal from the Forum.

3.3 A Member shall be deemed to withdraw from the Forum if any of the following events occurs to the Member:

- (i) when the corporation is dissolved;
- (ii) when a petition for commencement of proceedings in bankruptcy, civil rehabilitation or reorganization of company, or corporate consolidation is filed by or against the Member;
- (iii) when the Member has not paid its membership fee by a date specified on a proper invoice, and fails to pay such unpaid membership fee by a date designated by the Forum secretariat after receipt of written notice demanding the payment thereof.

3.4 The withdrawal of the Member pursuant to Article 3.3 shall become effective at the time any of the events specified in (i) through (iii) above has occurred to the Member.

#### Article 4 Expulsion from the Forum

4.1 A Member may be expelled from the Forum in accordance with the decision of the executive committee under the following circumstances, provided that the Member should be given the opportunity to explain prior to the decision:

- (i) when the Member is in breach of the Articles of Association of the Forum or rules;
- (ii) when the Member damages the Forum's reputation or performs any act contrary to the objectives of the Forum; or
- (iii) when it is recognized that an affiliate company or a group company of a certain corporation which owns the Patent became a member of the Forum to collect patent-related information for the corporation, and that as a result the corporation would unreasonably be in an advantageous position for the IPRs issue of the Forum Standards.

4.2 The expulsion from the Forum pursuant to Article 4.1 shall become effective at the time of the decision of the executive committee.

### **Section 3 New Invention, Copyright Work**

#### **Article 5 New Invention, Utility Model and Design**

5.1 Any industrial property right for an invention, a utility model or a design newly created in the Forum (hereinafter called the "New Invention") shall be owned by a Member involved in the New Invention.

5.2 If a New Invention covers whole or any part of a Working Group Draft, the New Invention shall be handled in accordance with the IPR Policy separately established in the Forum.

5.3 The determination of whether or not a thing created by a Member is the New Invention shall be made by an IPR committee based on the documents, including the minutes, prepared by the Working Group concerned in the Forum.

#### **Article 6 Copyright of Specifications**

6.1 The copyright of any specifications newly prepared in the Forum shall belong to the Forum.

6.2 The copyright of any other document prepared in the Forum shall be owned by a Member who has prepared the document. Provided, however, that the Member shall grant to the Forum a non-exclusive, a royalty free license to use the document for the activities of the Forum.

6.3 The determination of whether or not a thing prepared in the Forum is a specifications or other document newly prepared in the Forum shall be made by an IPR committee based on the documents, including the minutes, prepared by the Working Group concerned in the Forum.

#### **Article 7 Copyright of Program**

7.1 The copyright of any program newly developed in the Forum shall be owned by a Member who has developed the program. Provided, however, that the

Member shall grant to the Forum a non-exclusive, a royalty free license to use the program for the activities of the Forum.

7.2 The determination of whether or not a thing developed in the Forum is a program newly developed in the Forum shall be made by an IPR committee based on the documents, including the minutes, prepared by the Working Group concerned in the Forum.

## **Section 4 Handling of Information**

### **Article 8 General Rule**

Unless specifically identified by a Member as distribution-limited information or confidential information under this Section, any and all information disclosed by the Member in connection with the activities of the Forum are available to any other Members, provided that the other Member shall not infringe any industrial property right or any other right owned by the disclosing Member.

### **Article 9 Distribution-limited Information and Confidential Information**

9.1 "Distribution-limited Information" means any information which meets the condition set forth in the following (1) or (2):

(1) information which is, regardless of whether or not it is confidential, identified as "Distribution-limited Information", to which the name(s) of organization(s) to which the information may be distributed is specified, and which is distributed for discussion or study to and in a specific organization such as a Working Group, a committee or a standardization committee (a Member who distributes "Distribution-limited Information" is hereinafter called the "Distributing Member", and a Member who receives the same is hereinafter called the "Receiving Member").

(2) information which is, regardless of whether or not it is confidential, distributed for discussion or study to and in a specific organization such as a Working Group, a committee or a standardization committee, and soon followed by document identified as "Distribution-limited Information", specifying the scope of the Distribution-limited Information, the purpose of distribution and the name(s) of organization(s) to which the Distribution-limited Information has been distributed.

9.2 "Distribution-limited Information" shall not include any of the following

information:

- (1) information which is lawfully obtained by the Receiving Member from a third party without confidentiality obligations;
- (2) information which is or will be lawfully obtained by the Receiving Member through no breach of confidentiality obligations hereunder;
- (3) information which is approved in writing for release or disclosure by the Distributing Member;
- (4) information including technical information which is independently developed by the Receiving Member;
- (5) information which was in the possession of the Receiving Member prior to the distribution as proved by evidences;
- (6) information which is public knowledge at the time of distribution or subsequently becomes public knowledge through no fault of the Receiving Member;
- (7) information which is required to be disclosed pursuant to any law or regulations (provided that the Receiving Member shall inform the Distributing Member of such requirement prior to such disclosure.);
- (8) intangible information including ideas, concepts, know-how and technologies which persists in memory of a Member who has accessed the Distribution-limited Information, provided that any information which is stored in a Member's memory in order to evade the obligations set forth in Article 10 shall be excluded.

9.3 "Confidential Information" means any information which meets the condition set forth in the following (1) or (2):

- (1) information, if disclosed in writing, which is marked "Confidential", specifying the scope of the Confidential Information, the purpose of disclosure and the name(s) of organization(s) which is designated by a Member to disclose its information (a Member who discloses the Confidential Information is hereinafter called the "Disclosing Member", and a Member who receives the same is hereinafter called the "Receiving Member").
- (2) information, if disclosed orally or visually, which is
  - a) identified as confidential by the Disclosing Member at the time of disclosure in the Forum; and
  - b) subsequently summarized in writing which is marked "Confidential", specifying the scope of the Confidential Information, the purpose of

disclosure and the name(s) of organization(s) to which the Confidential Information has been disclosed, and delivered to the Receiving Member by the Disclosing Member.

9.4 The Confidential Information shall not include any of the following information:

- (1) information which is lawfully obtained by the Receiving Member from a third party without confidentiality obligations;
- (2) information which is or will be lawfully obtained by the Receiving Member through no breach of confidentiality obligations hereunder;
- (3) information which is approved in writing for release or disclosure by the Disclosing Member;
- (4) information including technical information which is independently developed by the Receiving Member;
- (5) information which was in the possession of the Receiving Member prior to the disclosure as proved by evidences;
- (6) information which is public knowledge at the time of disclosure or subsequently becomes public knowledge through no fault of the Receiving Member;
- (7) information which is required to be disclosed pursuant to any law or regulations (provided that the Receiving Member shall inform the Disclosing Member of such requirement prior to such disclosure.);
- (8) intangible information including ideas, concepts, know-how and technologies which persists in memory of a Member who has accessed the Confidential Information, provided that any information which is stored in a Member's memory in order to evade the obligations set forth in Article 11 shall be excluded.

#### Article 10 Handling of Distribution-limited Information

10.1 The Receiving Member shall not use the Distribution-limited Information distributed to and in a specific organization such as a Working Group, a committee or a standardization committee for any organization and purpose other than those specified by the Distributing Member.

10.2 The obligation set forth in Article 10.1 shall continue in effect for one (1) year

from the date the Distribution-limited Information is distributed.

10.3 The Receiving Member may use the Distribution-limited Information to the extent necessary for the purpose of any of the following cases:

- (1) when the Receiving Member makes a report of the activities of the Forum in its company;
- (2) when the Receiving Member has to report on the activities of the Forum to its shareholders;
- (3) when the Receiving Member has to gather opinions and/or information from the outside of the organization specified by the Distributing Member as part of the activities of the Forum;
- (4) when the Receiving Member is legally obligated to disclose or submit the Distribution-limited Information; or
- (5) when the Receiving Member obtains the approval of a Member who prepared the Distribution-limited Information.

#### Article 11 Handling of Confidential Information

11.1 The Receiving Member shall be obliged to keep confidential the Confidential Information disclosed in the Working Group concerned, and shall not use the same for any purpose and organization other than those specified by the Disclosing Member. Provided, however, that any Member may choose not to receive the Confidential Information prior to the disclosure thereof, and in this case, the Member shall leave its seat while the Confidential Information is disclosed and discussed in the Working Group concerned.

11.2 The Receiving Member may disclose the Confidential Information to a limited staff of employees on a need-to-know basis only, by imposing on the employees the same confidentiality obligations as stipulated in this Article.

11.3 The confidentiality obligation set forth in Article 11.1 shall continue in effect for two (2) years from the date the Confidential Information is disclosed.

11.4 If any Disclosing Member desires to disclose its Confidential Information in the relevant Working Group or committee with confidentiality obligations more stringent than the obligations imposed hereunder, the Members in the relevant

Working Group or committee may separately stipulate the handling thereof in writing upon consultation among the Members concerned.

Article 12 Draft of the Forum Standard before the Establishment

12.1 No Member may disclose or make available any draft of the Forum Standard (a Working Group Draft or a Final Draft) before the Establishment thereof to any third party other than the Members concerned.

12.2 No Working Group Participating Member may disclose or make available a Working Group Draft which is under development or determined in the relevant Working Group to any Non-participating Member and any third party other than the Members concerned.

Article 13 Effect after Withdrawal

The obligations of the Members set forth in this Section shall survive the withdrawal or expulsion of the Members from the Forum.

**Section 5 Others**

Article 14 Trademark and Design

The Forum shall not use any trademark or design owned by the Members. Provided, however, that if unavoidable circumstances require using trademark or design owned by a Member, the Member shall, at the request of the Forum, discuss this matter with the Forum.

Supplementary Provision

1. These rules shall take effect as of April 1, 2005.
2. These rules revised on September 17, 2008 shall be effective immediately.