



As approved on March 28, 2019

ARTICLE I

PURPOSE AND SCOPE

The Autonomous Vehicle Computing Consortium (the “Consortium”) has adopted this Intellectual Property Rights Policy (the "Policy") in order to minimize the possibility of inadvertent infringement of the Intellectual Property rights of Members and third parties using or implementing any Consortium Work Product. The Consortium does not intend to create any Work Product that, when implemented, might result in infringement of the Intellectual Property rights of any Member or third party. In the event that this intention changes, this Policy will be amended appropriately, and the Members will be notified accordingly.

ARTICLE II

APPLICABILITY

This Policy applies to all Members, its Affiliates as defined in Section 2.8(a) of the Consortium’s Bylaws document (the “Bylaws”), all representatives of Members and its Affiliates, and all third parties (e.g., guests, academic collaborators or advisors and others with a temporary status) participating in any Consortium Working Group, or otherwise making a Submission.

ARTICLE III

DEFINITIONS

- **Derivative Work:** Any version or derivation of a Submission developed by the Consortium, including a revision, modification, variation, translation, abridgment, condensation, expansion or any other form in which the Submission may be recast, transformed or adapted.
- **Intellectual Property:** Patents, rights to apply for patents, trademarks, trade names, service



marks, domain names, semiconductor topography rights, mask works, design rights, copyrights and all applications and registration of such worldwide, schematics, industrial models, inventions, know-how, trade secrets, computer software programs, and other intangible proprietary information.

- **Member:** A Consortium member of any membership class.
- **Representative:** An individual legally associated with a Member, either as a direct employee, or under a contractual relationship with the Member and duly appointed as its representative at the Consortium.
- **Submission:** A written, or electronic copyrightable work submitted to the Consortium and clearly identified as a Submission intended to become, or be incorporated into, a Work Product. It may contain technical information such as architectures, functional descriptions and specifications, presentations, charts, white papers or copies of publications and any other information of relevance to the Consortium. Submissions do not include software, firmware, core designs or mask works.
- **Testbed:** A platform for conducting rigorous, transparent, and replicable testing of new theories and new technologies used in tools or products. A testbed may vary from hands-on prototype development, products or systems to refinement of intellectual property.
- **Working Group:** A Member Committee or a Sub-Group created by the Consortium that principally or incidentally creates copyrightable work(s).
- **Work Product:** Any deliverable created by a Consortium Working Group.

ARTICLE IV

SUBMISSIONS

Section 4.1 Authority

By participating in a Working Group, a Member represents that its Representative who makes a Submission to the Consortium has the Member's authority and permission (and the permission of any other known copyright holders) to make each Submission under the terms of this IPR Policy. No Submission may be made to the Consortium that fail to satisfy this condition.



Section 4.2 Conditions of Submission

In the process of making a Submission, a Member grants the Consortium a copyright license to the material submitted (Article V) but does not grant a license or rights to its existing patents or future patent applications (Article VII).

Section 4.3 Auditing Submissions

If the Consortium becomes aware that a Submission contains material for which the necessary Intellectual Property licenses from third-parties have not been obtained or contains material intended by the Member making the Submission for adoption as Work Product which when implemented would infringe the Intellectual Property rights of the Member making the Submission, it will either (a) determine whether the Submission can be removed from the Work Product without unduly disturbing the marketplace, or (b) contact such entity to determine whether it will provide a license to such Intellectual Property on reasonable and non-discriminatory terms. Promptly upon making such determination and/or receiving a response from the owner of such Intellectual Property rights, the Consortium shall notify all Members (and others to whom it distributed copies) of the relevant facts and, as it determines appropriate, cease distributing the Submission and make no further use of the unlicensed material.

The Consortium has the right but is under no obligation to publish or otherwise use or distribute any Submission.

Section 4.4 Release of Material

The Consortium will release all Work Product(s) outside the Consortium's Membership according to the procedure detailed in Section 5.5(a) and its stated objectives in Section 13.2 of the Bylaws.

Section 4.5 Erroneous Statements

Members will promptly notify the Consortium if they become aware of any misrepresentations or errors with respect to their Submission(s) made by their Representative or in their name. No person making use of such a Submission in accordance with the policies and procedures of the Consortium shall be liable to any Member for infringement or improper disclosure as a result of such use.



ARTICLE V

COPYRIGHTS

Each Member for (i) itself, (ii) each of its Affiliates, as defined in the Bylaws, that participates in the Consortium activities, and (iii) its respective licensors agrees to grant, and hereby grants, the Consortium a nonexclusive, irrevocable, sublicensable, royalty-free, paid up, worldwide license, under its copyright with each Submission, to use, copy and modify the contents, to make Derivative Works, and to publicly display, publicly perform and distribute such related Derivative Works as the Consortium's Work Product with or without attribution to the Member.

Subject to the Member's or other person's ownership of copyright in a Submission licensed in accordance with the copyright license expressly granted under this article and the terms of the Policy, the Consortium shall own all copyright rights in its Work Products(s) including but not limited to copyrightable portions of any Derivative Work(s).

ARTICLE VI

TRADEMARKS

The trademarks created by the Consortium, registered or otherwise, are the property of the Consortium. Use of the Consortium trademarks shall be governed by such policies, procedures and guidelines as may be established and approved by the Consortium from time to time, and by applicable law.

The Consortium's use of Member's and third-party trademarks registered or otherwise, to the extent permitted under Section 6.13 of the Membership Agreement, shall be governed by such policies, procedures and guidelines as may be established and approved by the owners of such trademarks, and by applicable law.

ARTICLE VII

PATENTS

The Consortium does not currently intend to create any Work Product that would, if implemented, infringe upon any patent issued anywhere in the world. If the Consortium shall decide to charter a Working Group in the future that might create a Work Product that might result in such infringement, it will first modify this IPR Policy to address the subject of disclosure and licensing of patent claims that would be necessarily infringed by the implementation of the resulting Work Product.



No patent license or rights are granted (whether by implication, estoppel, or otherwise) by any Member(s) to any other Member(s) or third parties.

In case the Consortium decides to develop and use a Testbed to showcase its Working Product(s), Members may enter into good faith negotiations for a separate agreement providing the terms and conditions governing the use of all relevant Intellectual Property of Members and their respective licensors.

ARTICLE VIII

CONFIDENTIALITY

Members and other participants in any Working Group or other Consortium activity will not be expected to reveal trade secret information in the course of such participation, nor will they be asked by the Consortium to sign non-disclosure agreements. As such, information disclosed in connection with any Consortium activity, including but not limited to meetings and Submissions, is not confidential. The Consortium will not be held responsible for the disclosure of any Member's or non-Member's trade secrets, regardless of the circumstances.

However, there may be instances where a Member wishes to disclose confidential information for the benefit of the Consortium. In such a case, the Member, or other participant, should submit *à priori* a proposed Non-Disclosure Agreement between itself and the Consortium (the "NDA") which may be signed by the President after a vote of the Board of Directors. Individual Members will be allowed to opt-in under the same conditions described in the NDA by submitting a written request signed by the Member until such time as the information is disclosed in a Consortium meeting, report or other Working Group activity. If a Member does not opt-in, the entire team representing that Member at the Consortium will be excluded from Consortium meetings, reports or Working Group activities where such information is discussed.

As a matter of policy, all information disclosed at any Consortium meeting, or provided as a Submission to the Consortium (except if covered by a signed NDA as discussed above), will be deemed to be information that needs prior approval by the Board of Directors before being disclosed publicly (outside the Consortium or a Member's company) by a Member other than the one disclosing the information or making the Submission.



ARTICLE IX

NO TECHNICAL DEVELOPMENT

The Consortium does not adopt technical specifications or specify technologies to be used but may from time to time recommend that particular standard-setting or specification-development projects be undertaken under the management and rules of standards setting organizations.

ARTICLE X

ANTI-TRUST AND ANTI-BRIBERY COMPLIANCE

Section 10.1 Anti-trust

As defined in Section 13.1 of the Bylaws approved on _____, 2019.

Section 10.2 Anti-bribery

As defined in Section 13.3 of the Bylaws approved on _____, 2019.

Section 10.3 No Obligation to Endorse

As defined in Section 13.4 of the Bylaws approved on _____, 2019.



ARTICLE XI

AMENDMENTS

Except where such power is expressly limited by law or by the Bylaws as to any specific action, this IPR Policy may be altered, amended or repealed, and a new IPR Policy may be adopted, in each case by an affirmative Super Majority vote (as defined in the Bylaws Section 4.10) of the Board of Directors, provided, however, that notice of such alteration, amendment, repeal or adoption of a new IPR Policy shall be contained in the notice of such meeting.



Register of Amendments to the IPR Policy

Sections Affected	Change