

By-Laws of the
Alliance for the Internet of Things Innovation IVZW

Table of Content:

Preamble

Article 1: Definitions

Article 2: Additional activities supporting the statutory objective

Article 3: Members

Article 4: Associates

GOVERNANCE STRUCTURE OF THE ASSOCIATION

Article 5: Bodies

Article 6: General Assembly

Article 7: Management Board

Article 8: Working Groups

Article 9: Steering Board

MISCELLANEOUS

Article 10: Office

Article 11 Goods and Services to AIOTI

GENERAL PROVISIONS

Article 12: Notices

Article 13: Confidentiality

Article 14: Intellectual Property

Article 15 Language

Article 16: Applicable Laws and Dispute Resolution

Preamble

These By-Laws are a Regulation as referred to in Article 23 of the Articles of Association of the Alliance for Internet of Things Alliance IVZW.

In the event of a conflict or incompatibility of any of the provisions of these By-Laws with the provisions of the Articles of Association, the latter shall always take precedence.

1) Definitions

The following terms have the meaning as defined thereafter. As far as these terms are also defined in the Articles of Association they are defined verbatim the same, unless for a definition herein reference is made to a provision of these By-Laws.:

- 1.1 **"AIOTI"** shall mean the alliance for the enhancement of the Internet of Things in Europe, as established during the meeting held in Brussels on March 25, 2015, and incorporated in the Association per the date of its legal establishment, which aims to be recognized by the European Commission as a European Technology Platform, as initially referred to in the Communication from the European Commission, "EUR 20804 EN COM(2003) 226 final".
- 1.2 **"AIOTI Results"** shall mean all reports, conclusions and other results from the activities of the Working Groups, the Steering Board, the Management Board and the General Assembly, that are put to writing and that are neither software nor any other information, data, knowledge and/or know-how to which the law may grant intellectual property rights' protection other than copyright.
- 1.3 **"Annual Meeting"** shall have the meaning attributed to it in Article 14.2 of the Articles of Association.
- 1.4 **"Articles of Association"** shall mean the articles of association of the Association.
- 1.5 **"Associate(s)"** shall have the meaning attributed to it in Article 4 of the Articles of Association.
- 1.6 **"Association"** shall mean the international not-for-profit association: Alliance for Internet of Things Innovation, established under Belgian law.
- 1.7 **"By-Laws"** means this present document and all Annexes attached thereto.
- 1.8 **"Code of Conduct"** shall mean a set of rules applicable to all Members and Associates in any role it may have in the Association, as may be adopted by the General Assembly, and in such case to be attached to these By-Laws as Annex.
- 1.9 **"Europe"** shall mean the European Union ("**EU**") the European Free Trade Area, the countries to whom the EU grants the status of candidate countries to the EU and countries associated to the European Framework Programme on Research and Innovation.
- 1.10 **"General Assembly"** shall have the meaning attributed to it in Article 14 of the Articles of Association.
- 1.11 **"Group of Companies"** shall mean a group of legal entities under the same common direct or indirect Control together with the Controlling company or other legal entity, and "(to) Control" shall mean : (to have) the power, whether or not actually exercised, to directly or indirectly direct the management and affairs of another legal entity through the ownership of more than fifty percent (50%) of the issued and outstanding voting securities of such a legal entity, and/or through the right to elect a majority of the members of the board of directors (or of a body corporate with equivalent powers to direct and manage such legal entity) of such legal entity, by contract or otherwise.
- 1.12 **"Horizontal Activities"** shall mean the facilitating activities of industry, R&D institutes and public authorities including, but not limited to, standardisation, innovation eco-systems, policy issues, legislation, security and privacy.
- 1.13 **"Internet of Things"** and **"IoT"** shall mean the network of physical objects - devices, vehicles, buildings and other items - embedded with electronics, software, sensors, actuators and network connectivity - that enables these various objects to collect and exchange data.
- 1.14 **"Large Scale Pilot Projects"** shall mean targeted, goal driven initiatives that will propose IoT approaches to specific real-life industrial/societal challenges beyond

- laboratory scale and representative for the targeted application.
- 1.15 **“Management Board”** shall have the meaning attributed to it in Article 8 of the Articles of Association.
 - 1.16 **“Member Related Persons”** shall have the meaning attributed to it in Article 9.1.
 - 1.17 **“Office”** shall have the meaning attributed to it in Article 10.1.
 - 1.18 **SME** shall mean an enterprise of a micro, small or medium size, as referred to in recommendation 2003/361/EC of the European Commission dated the sixth of May two thousand and three, and any adaptations thereof.
 - 1.19 **“Steering Board”** shall have the meaning attributed to it in Article 9.
 - 1.20 **“Strategic Research and Innovation Agenda”** shall mean the document to be produced by the Steering Board, which defines the overall goals, main technical and nontechnical priorities, and a research and innovation roadmap for the Association regarding the Internet of Things.
 - 1.21 **“Vertical Application Areas”** shall mean the various application areas identified by AIOTI as the spearhead subjects around which to build up the IoT.
 - 1.22 **Working Group(s)** shall have the meaning attributed to it in Article 8.1.

Provisions of these By-Laws shall be referred to as **“Article(s)”** followed by the number of the provision(s) referred to.

2) Main function of the Association

The Association's main function is, in accordance with its statutory objective,

- to develop the IoT eco-system across the Vertical Application Areas which shall include start-up companies and SMEs, and through the Horizontal Activities, and
- to act as cross cutting organization through the various Vertical Application Areas and Horizontal Activities ongoing in Europe, and build a forum for and cooperate with all relevant ETP's, cPPPs, Joint Undertakings and their private members, EIT KICs, European Innovation Partnerships (EIP's) and other European innovation platforms when IoT innovation issues are concerned.

3) Members

- 3.1 Each Member is represented in meetings of the General Assembly by one delegate. If nominating a permanent Member representative and an alternate, the Member shall also communicate to the Management Board the addresses and the e-mail addresses of such persons. With the aim to create continuity in participation in General Assembly meetings, when possible, Members shall endeavour to have themselves represented by the same person.
- 3.2 Each Member shall physically be present at least once per year in a meeting or other event organized by the Association.
- 3.3 Each Member:
 - has the right to contribute to the Strategic Research and Innovation Agenda,
 - has the right to participate in Working Groups and all AIOTI events,
 - has the right to access and download all AIOTI Results.
 - is eligible to have a representative become a Working Group Chairperson or Co-Chairperson, and/or a member of the Steering Board or of the Management Board,
 - can participate in networking and matchmaking activities of AIOTI.

- 3.4 Each Member shall maintain and adhere to lawful business practice, including, without limitation, compliance with applicable national and European competition laws and anti-bribery laws and shall seek its own specialist advice where necessary and shall adhere to the Code of Conduct, if adopted.

4) Associates

- 4.1 Each Associate shall maintain and enforce adherence to lawful business practice, including, without limitation, to comply with applicable national and European competition laws and anti-bribery laws and to seek its own specialist advice where necessary and shall adhere to the Code of Conduct, if adopted

Governance Structure of the Association

5) Bodies

- 5.1 The Association has four (types of) bodies:

- a General Assembly
- a Management Board
- Working Groups and
- a Steering Board

Members are eligible to have a representative in each of these bodies, which may also be employees of companies that are part of a Member' s Group of Companies, if any.

6) General Assembly

- 6.1 The General Assembly shall have the right to dismiss or suspend a Steering Board member. The provisions of Article 9.1 of the Articles of Association shall apply mutatis mutandis to such dismissal and suspension.
- 6.2 The General Assembly may adopt a Code of Conduct that applies to Members, Associates and all representatives of the Members in the various bodies of the Association, which in such case will form an Annex to these By-Laws.

7) Management Board

- 7.1 The Management Board aims to meet at least every calendar quarter.
- 7.2 A member of the Management Board cannot be a member of the Steering Board or be a Working Group Chair simultaneously.

8) Working Groups

- 8.1 The Association has working groups to work on the tasks of AIOTI in each of their fields, corresponding with prominent areas of IoT, and as arranged within one of the Vertical Application Areas or Horizontal Activities, herein referred to as "Working Groups". New Working Groups are installed by the General Assembly at the proposal of the Management Board, the Steering Board or at least 25 Members jointly. Working Groups can only be terminated by the General Assembly at the proposal of either the Management Board or the Steering Board or at least 25 Members jointly. There shall not be more than sixteen Working Groups.
- 8.2 Each Member can in principle delegate one participant to each Working Group in which it participates. However, where the activities of a Working Group are divided between separate subjects, a Member can delegate one participant per separate subject. It is, however, fully understood, that always only one delegated participant of a Member can cast one vote on any subject voted upon in the pertaining Working Group.

- 8.3 Each Working Group will be managed by one Chairperson and one Co-Chairperson. For each Working Group they are appointed by the participants of each such Working Group. Neither a Member, nor a Group of Companies, can have more than one Member Related Person as Chairperson or Co-Chairperson at the same time.
- 8.4 For Working Groups with a Vertical Application Area purpose, its participants will aim to appoint either the Chairperson or the Co-Chairperson to represent end-users (whether consumers or businesses) while the other represents the supplier industry, if capable persons are available for each of these positions.
- 8.5 Members, whether or not part of the same Group of Companies, may participate in as many Working Groups as they deem appropriate except that Members of the same Group of Companies may never participate in the same Working Group.
- 8.6 The Chairperson and the Co-Chairperson shall each time be appointed for a period of not more than two years. Upon expiration of its appointment, the Chairperson and the Co-Chairperson are eligible for reappointment immediately, with a maximum of two times, thus fulfilling a maximum period in office of 6 (six) years.
- 8.7 Each Working Group is represented in the Steering Board by the Chairperson of that Working Group, or in his/her absence, the Co-Chairperson, unless the Working Group has appointed another representation in the Steering Board, in which case also a replacement in the Steering Board is appointed in case of absence of such other representative, which may also be the Chairperson or the Co-Chairperson.
- 8.8 Every participant of a Working Group shall be entitled to cast one (1) vote in decisions to be taken by the Working Group, without prejudice to the last sentence of Art. 8.2. In so far as no greater majority is prescribed in these By-Laws or any internal Working Group set of rules, all resolutions of Working Groups shall be passed by a simple majority of the votes cast. If the vote is tied on any matter other than the election of persons the proposal is rejected. If in an election of persons no person has received a simple majority a second vote shall be taken.
If then again none of the candidates has received a simple majority, new votes shall be taken between those two persons who received the most and one but most votes in the second voting.
If in a vote between these two persons the vote is tied, it shall be decided by lot which of the two has been elected. Blank votes and unclear votes shall be considered votes not cast.
- 8.9 The key responsibilities of the Chairperson and the Co-Chairperson are to:
- plan the work of the respective Working Groups, and
 - manage participation to and effective involvement in the Working Groups
 - organise thematic workshops, and,
- unless the pertaining Working Group had appointed another person to represent it in the Steering Board, in which that representative has the following tasks,
- liaise with and report to the Steering Board progress within the respective Working Group
 - deliver recommendations
 - draft and present to the Steering Board papers prepared by the respective Working Group.
- 8.10 Each Working Group can make an internal set of rules arranging for daily matters, and other subjects not arranged for in these By-Laws. The Association shall have a template of such set of rules available to the Working Groups.
- 8.11 At the time of adoption of these By-Laws, there are 13 Working Groups, four with Horizontal Activities and nine in the field of the Vertical Application Areas. These are:
- **WGH 01** IERC: The IERC - IoT European Research Cluster - compares EU-funded innovation research and development programmes, with the aim of defining a common vision of IoT technology and addressing European research challenges.
 - **WGH 02** Innovation Ecosystems: This Working Group aims at designing actions

- to develop innovation ecosystems by stimulating startups, the use of open IoT platforms and, stimulating and enabling Large Scale Pilot Projects and linking between large and small companies through open innovation.
- **WGH 03:** IoT Standardisation: This Working Group identifies and, where appropriate, makes recommendations to address existing IoT standards and analyses gaps in standardisation, and develops strategies and use cases aiming for (1) consolidation of architectural frameworks, reference architectures, and architectural styles in the IoT space, (2) (semantic) interoperability and (3) personal data & personal data protection to the various categories of stakeholders in the IoT space.
 - **WGH 04:** Policy issues: This Working Group identifies, and, where appropriate, makes recommendations to address, existing and potential barriers that prevent or hamper the take-up of IoT in the context of the Digital Single Market, or from an internal Market perspective. Such barriers may appear in the market, in legislation, in other regulations or in other areas.
 - **WGV 05:** Smart living environment for ageing well: The topic for this Working Group refers to smart homes and smart living environments that can support vulnerable people, such as, but not limited to elderly or disabled people, in staying active, independent and out of institutional care settings, also leading to reduced costs for care systems and better quality of life for vulnerable categories of citizens. The workgroup deliverables include white papers, recommendation reports, innovative use cases susceptible to improve the quality of life of Elderly people using the latest IoT technologies.
 - **WGV 06:** Smart farming and food security: The Topic of this Working Group refers to IoT scenarios/use cases that would allow monitoring and control of the plant and animal products life cycle “from farm to fork”.
 - **WGV 07:** Wearables: The topic for this Working Group refers to IoT solutions that integrate key technologies (e.g. nano electronics, organic electronics, sensing, actuating, communication, low power computing, visualisation and embedded software) into intelligent systems to bring new functionalities into clothes, other fabrics, patches, watches and other body-mounted devices. The Working Group focuses its work on healthcare, well-being, safety, security and infotainment applications.
 - **WGV 08:** Smart cities: The topic for this Working Group refers to IoT solutions used by a city in order to enhance performance, safety and wellbeing, to reduce costs and resource consumption, and to engage more effectively and actively with its citizens. Key 'smart city' sectors may include transport, energy, health care, lighting, water, waste and other city related sectors.
 - **WGV 09:** Smart mobility: The topic for this Working Group refers to IoT solutions that allow for increased multi-modal mobility, more efficient traffic management, a dynamic road infrastructure, automated road tolling, usage based insurance and improved policy making through the analysis of road usage data smart vehicles including autonomous and connected cars.
 - **WGV 10:** Smart environment (smart water management): The topic for this Working Group refers to IoT solutions that improve water management efficiency by monitoring and controlling surface water retention, flooding etc.
 - **WGV 11:** Smart manufacturing: The topic for this Working Group refers to IoT solutions that bring together information, technology and human ingenuity to achieve a rapid revolution in the development and application of manufacturing intelligence to every aspect of business.

- **WGV 12:** Smart energy: The topic for this Working Group refers to IoT solutions deployed by various companies along the value chain (i.e. IoT technology providers, energy companies (in generation, supply, grid and market participants, traders, aggregators, etc.) to allow the performance optimisation of their energy asset portfolios (Renewables plants, Grid Substations, Control Rooms, Prosumer Demand Responsive Loads and EV Charging infrastructures)
- **WGV 13:** Smart buildings and architecture: The topic of this Working Group is the IoT technologies and solutions deployed in buildings and districts of buildings to improve life of the occupant by addressing and optimising elements such as comfort, with light, temperature, air quality, water, nourishment, fitness, energy usage and mind having access to services facilitating life inside the building, adapting the behaviour to the needs of the occupants.

In addition a project group may be appointed with respect to dissemination of the AIOTI Results, or otherwise supporting the activities of the Association itself, which will not have the status of WG or of a body of the Association.

9) Steering Board

9.1 The Association has a Steering Board. It consists of one representative of each Working Group. Furthermore the Steering Board shall have one permanent guest, being a representative from the European Commission. The representative of the European Commission shall have no voting rights in the Steering Board. Each Working Group appoints its own representative and replacement in case of absence, in the Steering Board in accordance with the provisions of Articles 8.7. Members of the Steering Board shall be either:

- (i) employees of Members,
 - (ii) directors of a board of directors of Members, not employed by such Member, or
 - (iii) another person with a professional service relation to a Member on a permanent basis,
- category (i), (ii) and (iii) above herein jointly referred to as "Member Related Person(s)".

Neither a Member, nor a Group of Companies with more than one Member, can have more than one Member Related Person in the Steering Board.

In case a Working Group is closed the representation of such Working Group will also terminate.

9.2 The tasks and responsibilities of the Steering Board are to:

- Set the Strategic Research and Innovation Agenda for the Association,
- enhance and drive implementation of the Association's objectives and mission,
- provide guidance on the strategic direction and related proposals for the Working Groups,
- work cross-functional between the Vertical Application Areas and Horizontal Activities, in order to ensure consistency between the different Working Groups and resolve conflicts, if any,
- propose the establishment or closure of Working Groups, and manage the implementation of Working Groups, and to that purpose:
 - develop and approve the work plan of Working Groups,
 - organise that the planning for the Working Groups is made,
 - monitor activity and progress of each Working Group,
- recruit new Members of the Association, subject to the application procedure set out in the Articles of Association,
- verify effectiveness of membership status among the Members.
- Link AIOTI with other similar and relevant initiatives (EU and national

initiatives/consortia).

If and when deemed required or useful for the effectiveness and success of the Association, the Steering Board will keep close contact with, hold meetings with and, when useful, involve in the activities of the Association, representatives of, amongst others:

- key stakeholders of IoT, such as end-users,
- cPPPs, ETP's, EIT KIC's, European Innovation Partnerships (EIPs) and other European innovation platforms,
- the venture capitalist community,
- the European Commission and "Commission Services",
- national governments,
- interest groups relevant to IoT.

- 9.3 The Steering Board is accountable for its activities to the General Assembly. Each year at the Annual Meeting, as referred to in Article 14.2 of the Articles of Association, the Steering Board shall issue, for approval by the General Assembly, a yearly overview of the course of actions and activities of the Steering Board in the previous year. Furthermore the Strategic Research and Innovation Agenda requires separate approval by the General Assembly.
- 9.4 In order to operate efficiently, the Steering Board needs to be kept at a reasonable number of members, and shall therefore consist of a maximum of 16 persons (excluding guests). They will choose from amongst themselves a chair and a vice chair replacing the chair in his/her absence.
- 9.5 The Steering Board will determine its own frequency of face-to-face meetings and conference calls.
- 9.6 The members of the Steering Board shall receive no remuneration for their work and shall not be entitled to compensation of the expenses incurred by them in the exercise of their function, unless otherwise decided by the General Assembly.
- 9.7 The members of the Steering Board shall each time be appointed for a period of not more than two years. Upon expiration of Steering Board membership, the member is eligible for immediate reappointment, with a maximum of two times, thus fulfilling a maximum period in office of 6 (six) years.
- 9.8 Members of the Steering Board may always resign of their own accord, through a written notice to the chair of the Steering Board, or if the chair resigns, to the vice-chair, who shall inform all other Steering Board members and the Management Board.
- 9.9 A member of the Steering Board shall immediately cease to be a member of the Steering Board:
- a) in the event of (written) resignation as referred to in sub-paragraph 9.8.;
 - b) in case of closure of the Working Group of which the member is the representative;
 - c) on his or her death;
 - d) upon expiration pursuant to sub-paragraph 9.7;
 - e) if a board member no longer is a Member Related Person, or
 - f) if a board member, that is the Chairperson of a Working Group, stops being the Chairperson of that Working Group.
- A member of the Steering Board shall be suspended in case the Working Group of which it is the representative has suspended this representative in accordance with its own internal rules.
- 9.10 In so far as possible the provisions of Article 11 of the Articles of Association shall apply *mutatis mutandis* to the method of work and passing of resolutions of the Steering Board, on the understanding that the period for calling meetings as referred to in Article 11.3 of the Articles of Association shall not be fifteen days but seven days.
- 9.11 The Steering Board shall always aim to seek consensus in all decisions to be taken.

However a decision is taken by a simple majority of the votes cast. If a vote is tied on any matter other than the election of persons, the proposal is rejected. If in an election of persons no person has received a simple majority a second vote shall be taken.

If then again none of the candidates has received a simple majority, new votes shall be taken between those two persons who received the most and one but most votes in the second voting. If in a vote between these two persons the vote is tied, it shall be decided by lot which of the two has been elected. Blank votes and invalid votes shall be considered votes not cast.

- 9.12 With observance of these By-Laws the Steering Board may prepare a set of rules in which matters concerning the Steering Board internally are regulated. Furthermore the members of the Steering Board may divide their duties among themselves, whether or not by set of rules.
- 9.13 Management Board members can attend Steering Board meetings as non-voting guests.
- 9.14 A member of the Steering Board cannot be a member of the Management Board simultaneously.

Miscellaneous

10. Office

- 10.1 The Management Board may install an office of the Association, to which it may delegate part of its task, hereinafter “the **Office**”. The Office, if so installed, may support the Management Board in bookkeeping tasks, the organisation of events of the Association and General Assembly Meetings, membership registration and administration and assist the Chair, the Secretary and the Treasurer in their tasks. The Office may further perform other tasks that do not require decision taking at Management Board level, without prejudice, however, to the unchanged responsibility of the Management Board in this regard.
- 10.2 The Management Board may employ a daily manager, whether or not for the Office, with specified tasks and powers to represent the Association up to a level corresponding to such tasks.
- 10.3 All acts and actions by the Office and its manager, if any, shall be performed under the full and un-moderated responsibility and liability of the Management Board.

11. Goods and Services

- 11.1 Whenever the Association, the Management Board, any of the Working Groups or the Steering Board requires goods or services in relation to their tasks or responsibilities, then the contract for providing such goods and such services, shall always be awarded on a best value for money basis.
- 11.2 If such goods or services, are likely to involve a one-off or total periodic cost above five thousand Euro, then the contract for such goods and/or services shall be carefully tendered, not only between the Members of the Association, but also with third parties, and all Members, Management Board members, Steering Board members and Working Group participants involved in such tendering process shall avoid any conflict of interest.
- 11.3 A Member offering goods or services to the Association or any of its bodies shall not be involved in the decision process (including voting) on selection and awarding of the relevant contract or on any disputes related to the provision of those goods and/or services.

12. Notices

- 12.1 Notices to the Association, the Management Board or the Steering Board shall be made in writing (i.e. by letter or e-mail) to the address of the Association as made available in accordance with Article 12.6 of the Articles of Association.
- 12.2 All notices to the Members and the Associates (i.e. by letter or e-mail) shall be made to the addresses, being the physical addresses and/or e-mail addresses of the Members and the Associates, as provided by the Members and the Associates to the Management Board in accordance with Article 3.4 respectively 4.8 of the Articles of Association.
- 12.3 Any written notice to be given or made pursuant to the Articles of Association, these By-Laws, or any resolutions of the General Assembly, shall be effective upon receipt which shall be deemed to have occurred: (i) if delivered by hand, at the time of delivery, (ii) if sent by e-mail, upon receipt of an automatic notification of receipt or receipt of a confirming return e-mail, (iii) if sent by regular mail, three working days after posting, and (iv) if sent by registered mail, five working days after posting.

13. Confidentiality

- 13.1 “**Confidential Information of the Association**” shall be,
 - a) all information developed by the Association or any of its bodies, including but not limited to AIOTI Results, and
 - b) all works in progress of the Working Groups, minutes of General Assembly meetings, minutes of the Management Board and Steering Board meetings, and results of Working Groups.
- 13.2 In respect of Confidential Information of the Association, subject to sub-paragraph 13.3, all Members shall (and shall ensure that any person representing that Member in any of the bodies of the Association shall):
 - a) keep it confidential and use it solely for the purpose or purposes for which it was disclosed; and
 - b) not publish it or otherwise disclose it to any person other than to those within the organization of the Member or, as the case may be, of the Group of Companies to which the Member belongs, that have a need to know, without the prior consent by the Management Board where it relates to output of the Management Board or is General Assembly related, or, where it relates to the operation or output of the Steering Board, by the Steering Board, unless such Confidential Information is made publicly available by a decision of the Management Board, or, Steering Board respectively, or, where it relates to the operation or output of a Working Group, by the pertaining Working Group. Confidential Information that is placed on the website of AIOTI, including such part of the website that is restricted to Members only, will be regarded as having been made publicly available.

For the avoidance of any doubt, the restrictions set out above in this Article 13.2 do not apply to the Contributors, as defined in Article 14.3, with respect to these Contributor’s own contributions to the AIOTI Results.
- 13.3 Members and any person representing a Member in any of the bodies of the Association may only disclose Confidential Information of the Association if:
 - a) Such disclosure is required by applicable law or by a binding order of a court or regulatory body of competent jurisdiction, but in such case the disclosing party shall be informed, if possible in a timely manner, in order to allow it to apply for a protective order, or equivalent, if available under applicable law;
 - b) the relevant Confidential Information of the Association was lawfully in that Member’s or Member representative’s possession (without an obligation restricting disclosure) at the time of receipt of such Confidential Information from the Association or relevant body of the Association;

- c) the Confidential Information has become part of the public domain without breach of this provision 13 ; or
- d) and to the extent disclosure is necessary to their professional advisors provided that their professional advisors will have agreed to be bound by terms and conditions no less restrictive than those described in this Article 13.

14. Intellectual Property

- 14.1 Any and all copyright to the AIOTI Results resulting from activities of the Steering Board, the Management Board or the General Assembly shall vest in the Association. No other intellectual property rights, including, without limitation, copyright to software and/or any patents, trade secrets and/or other intellectual property rights on any technology, information, data, knowledge and/or know-how, shall vest in the Association.
- 14.2 Title to any other intellectual property that may result from activities in the Association, shall be subject to the general applicable rules regarding ownership of intellectual property rights.
- 14.3 Copy rights to AIOTI Results generated in Working Groups shall vest in the respective contributors to these AIOTI Results ("**Contributors**") each for their contributed part. Each Contributor herewith grants to AIOTI and all Members a royalty free, non-exclusive, world-wide copyright licence to use, copy and redistribute all future contributions of the Contributor to such AIOTI Results, both internally and for marketing and other communication purposes, subject, however to Article 13.2.
- 14.4 Subject to Article 13.2, each Member and any of the companies being part of such Member's `Group of Companies, if any, is herewith granted a royalty free, non-exclusive, world-wide copyright licence to use, copy and redistribute all current and future AIOTI Results not generated in Working Groups, both internally and for marketing and other communication purposes, it being understood that any such use or redistribution shall make reference to AIOTI'S copyright.
- 14.5 In the unlikely event that (representatives of) two or more Members (for the purpose of this paragraph referred to as "**Joint Owners**") would create any information and/or know how, whether or not protectable under any applicable intellectual property law, during and pursuant to any of the activities of the Association ("**Joint IP**"), such Joint Owners shall enter into good faith discussions in order to agree, among other things, on:
 - an appropriate course of action for filing application(s) for intellectual property rights in such Joint IP, and by whom, in which countries and at whose cost application filing will take place,
 - the remaining rights of Joint Owners relinquishing from the position of Joint Owner,
 - whether or not to have the right to transfer a Joint Owner's right to the Joint IP to one of its affiliated companies or to a third party, and
 - whether or not to have the right to bring an action for infringement of any such Joint IP.

15. Language

- 15.1 In general and except if requested otherwise by law, any correspondence, the agenda of meetings, working documents and minutes and any other communication between or within the bodies of the Association, will be in English.

16. Applicable Law and dispute Resolution

- 16.1 These By-Laws shall be governed and construed in accordance with the laws of Belgium, without giving effect to its conflict of laws provisions.
- 16.2 Any dispute between the Association and any of its Members regarding or subject to the Articles of Association and/or these By-Laws, shall be settled between them amicably if so reasonably possible. In case any such dispute cannot be settled amicably, it shall be finally settled by the competent court in Brussels, Belgium, unless the parties involved in the dispute unanimously agree to have their dispute settled through arbitration by the Belgian Centre for Arbitration and Mediation: "Cepani", in accordance with its rules. In such case the venue shall be Brussels and the arbitration shall be conducted in the English language.
- 16.3 The Members concerned and the Association may instead elect, if unanimously, to first seek to resolve by mediation any dispute or difference which cannot be settled amicably amongst themselves.

**Adopted by the General Assembly at the General Assembly meeting held on
2016**

Chairman

Secretary

Name:

Name: