



AMRA

AMRA-003:2023

Edition: 1
2022-11-28

Membership Agreement

Edition Notice

History of AMRA-003:2021

- Ed1 on 2021-12-28:
 - The 1st publication.
- Ed2 on 2022-01-25:
 - Update 3.1 to provide all options of membership programs according to the meeting minutes of Board meeting #6
 - Add 3.2 to provide subscription options with price according to the meeting minutes of Board meeting #4
 - Add 3.3 to summary the amount according to the selection in 3.1 & 3.2
- Ed3 on 2022-02-11:
 - Update 3.1, 3.2 to add information about “prices are tax included”
 - Update 3.1, 3.2, 3.3, 4.1 and page 9 to provide guidance with colors for Members to fill in blanks and checkboxes.
- Ed4 on 2022-05-31:
 - Update *RECITALS A.*, 6.2, 6.3, *Acceptance* for readability
 - Add 1.6, 1.7, 1.8, 4.4, 4.5, 6.5 according to the suggestions from legal departments
 - Update 4.1, 4.2, 6.4 according to the suggestions from legal departments
- Ed5 on 2022-06-17:
 - Fix typo in P.3
 - Replace “Company Name” with “Company/Organization Name:” in P.11
- Ed6 on 2022-07-29:
 - Update 3.2 to include AMRA-220 subscription options

History of AMRA-003:2023

- Ed1 on 2022-11-28:
 - Added *Member Contact Information* page
 - Update 3.2 to include AMRA-271 subscription options
 - Update 2.1, 3.1, 3.2 wording from “membership class” to “membership type”

Autonomous Mobile Robot Alliance (AMRA) is an industrial alliance dedicated to shaping the AMR market in favor of high quality AMR products and services. AMRA aims at promoting a sustainable growing AMR ecosystem which benefits both AMRA members and their clients.

By the signature of its authorized representative below, the undersigned Member indicated on the signature page of this Membership Agreement (the "Member") agrees to be bound by terms hereof, as well as the terms and conditions stated in Bylaws, intellectual property rights policy and any operational procedures that the Board of AMRA adopts that are applicable to participation in AMRA (collectively, and including any amendments thereto the "AMRA Documents").

AMRA and Members may be referred to individually as "Party" and collectively as "Parties".

RECITALS

- A.** AMRA, initiated by Industrial Technology Research Institute and established jointly with certain AMR leading companies and organizations in Taiwan, is an industrial alliance dedicated to shaping the AMR market in favor of high quality AMR products and services. Industrial Technology Research Institute is the legal representing party of AMRA. AMRA aims at promoting a sustainable growing AMR ecosystem which benefits both AMRA members and their clients (the "Membership Benefits")
- B.** Member desires to become a member of the AMRA and to obtain the Membership Benefits on the terms and conditions set forth in this Agreement.
- C.** AMRA is willing to admit Member as a member of the AMRA and to provide Member with the Membership Benefits on the terms and conditions set forth in this Agreement.

Member Contact Information

Company or organization name:

Uniform invoice number or VAT number:

Contact person name:

Contact person title:

Phone number:

Email address:

Contact address:

Contents

1. Definition	6
2. Membership	7
3. Membership Fee and Standard Subscription	8
4. Termination	10
5. Restriction	10
6. Intellectual Property Rights	11
7. Cooperative Marketing Activities	12
8. Transfer of Membership	12
9. Miscellaneous	12

1. Definition

- 1.1 “Member” means an entity that has signed and agreed to this “AMRA Membership Agreement” and accepted by AMRA.
- 1.2 “Bylaws” means the overall guiding principles for operating AMRA.
- 1.3 “AMRA Member Logo Usage Guidelines” means the trademark usage guidelines document which describes the proper manner of using and displaying the AMRA Member Logo.
- 1.4 “Board” means the management board of AMRA.
- 1.5 “Effective Date” means the date as of which this Membership Agreement is executed by Member and accepted by AMRA.
- 1.6 “AMRA Standard” means any standard that has been finally approved and adopted by AMRA in accordance with AMRA’s process and procedures for adopting standards.
- 1.7 “Necessary Patent Claims” means claims of an issued patent or pending patent application that (i) now or at any time during the term of this Membership Agreement, are owned or controlled and licensable by Member; and (ii) would be necessarily infringed by Permitted Uses. Necessary Patent Claims include only those patent claims that are infringed by the implementation of any portions of an AMRA Standard where the AMRA Standard describes the functionality causing the infringement in detail, requires infringement because there is no technically feasible non-infringing alternative for implementing the AMRA Standard, and does not merely reference the functionality causing the infringement. Necessary Patent Claims do not include patent claims infringed by (a) any enabling technologies that may be necessary to make or use any product or portion thereof that complies with the AMRA Standard, but are not themselves expressly set forth in the AMRA Standard; (b) the implementation or use of other specifications referred to in the body of the AMRA Standard, even if required for compliance with such AMRA Standard; (c) any portions of any product and any combinations thereof the purpose or function of which is not required for compliance with the AMRA Standard; or (d) reference or informational portions of the AMRA Standard. Necessary Patent Claims also exclude those patent claims that would be infringed by an implementation of the AMRA Standard if the Member’s technical contribution to that AMRA Standard were removed.
- 1.8 “Permitted Uses” means making, using, selling, offering for sale, importing or distributing any implementation of the AMRA Standard, (i) only to the extent it implements requirements specifically disclosed in the AMRA Standard, and (ii) so long as all required portions of the AMRA Standard are implemented. Permitted

Uses do not extend to any portion of an implementation that is not specifically required by the AMRA Standard.

2. Membership

2.1 Types

- 2.1.1 Normal membership is suitable for any company or institution related to the AMR industry who is interested in involving AMRA standard development and promotion.
- 2.1.2 Approved membership is by invitation only. AMRA management board can decide who to be invited.
- 2.1.3 Academia membership is suitable for academic institutions willing to promote AMRA in their courses. AMRA management board can decide to approve an application or not.
- 2.1.4 VIP membership is suitable for any company or institution related to the AMR industry that is willing to involve deeper with AMRA standard development and strategic decision making.

2.2 Privileges

- 2.2.1 Privileges of members are set forth in the Bylaws of AMRA.

2.3 Obligations

- 2.3.1 The Member agrees to abide by the terms hereof and the AMRA Documents.
- 2.3.2 AMRA may use Member's company logo anywhere similar to, and in a consistent manner as, Member's name, logo and trademark are displayed. Any use of Member's logo shall be subject to the then current logo and trademark usage guidelines of Member. AMRA shall decline to display Member's company logo if it, in its sole discretion, determines that it cannot reasonably meet the requirements of Member's logo and trademark usage guidelines.
- 2.3.3 The Member agrees to promote AMR-related products conforming to AMRA standards.
- 2.3.4 The Member agrees to promote AMRA to its clients or suppliers.

3. Membership Fee and Standard Subscription

3.1 Membership types

(Note: The amount of fee is tax included. Member selects 1 out of the 5 options.)

- The non-founding Member with **NORMAL** membership is to pay an annual fee of 1,100 USD or 31,000 NTD to AMRA's legal representing entity in sponsorship of AMRA.
- The non-founding Member with **VIP** membership is to pay an annual fee of 3,500 USD or 100,000 NTD to AMRA's legal representing entity in sponsorship of AMRA.
- The **founding Member** with **NORMAL** membership is to pay a discounted annual fee of 880 USD or 24,800 NTD to AMRA's legal representing entity in sponsorship of AMRA.
- The **founding Member** with **VIP** membership is to pay a discounted annual fee of 2,800 USD or 80,000 NTD to AMRA's legal representing entity in sponsorship of AMRA.
- The Member with **APPROVED** membership membership does not need to pay the annual fee to AMRA's legal representing entity in sponsorship of AMRA.

3.2 Standard subscription

3.2.1 **AMRA-201** Mobile Robots – General Requirements and Test Methods

(Note: The amount of fee is tax included. Member selects 1 out of the 4 options.)

- The Member without VIP membership subscribing to AMRA-201 standard is to pay a one-year subscription fee of 200 USD or 5,700 NTD to AMRA's legal representing entity.
- The Member with **VIP** membership subscribing to AMRA-201 standard does not need to pay the subscription fee.
- The Member with **APPROVED** membership subscribing to AMRA-201 standard does not need to pay the subscription fee according to the resolution from the Board.
- The Member does not subscribe to AMRA-201 standard now.

3.2.2 **AMRA-220** Mobile Robots – Safety Requirements, Verification and Validation (Note: The amount of fee is tax included. Member selects 1 out of the 4 options.)

- The Member without VIP membership subscribing to AMRA-220 standard is to pay a one-year subscription fee of 200 USD or 5,700 NTD to AMRA's legal representing entity.
- The Member with **VIP** membership subscribing to AMRA-220 standard does not need to pay the subscription fee..
- The Member with **APPROVED** membership subscribing to AMRA-220 standard does not need to pay the subscription fee according to the resolution from the Board.
- The Member does not subscribe to AMRA-220 standard now.

3.2.3 **AMRA-271** Mobile Robots – Common Communication Protocols (Note: The amount of fee is tax included. Member selects 1 out of the 4 options.)

- The Member without VIP membership subscribing to AMRA-271 standard is to pay a one-year subscription fee of 200 USD or 5,700 NTD to AMRA's legal representing entity.
- The Member with **VIP** membership subscribing to AMRA-271 standard does not need to pay the subscription fee.
- The Member with **APPROVED** membership subscribing to AMRA-271 standard does not need to pay the subscription fee according to the resolution from the Board.
- The Member does not subscribe to AMRA-271 standard now.

3.3 The Member is to pay a total fee of to AMRA's legal representing entity in sponsorship of AMRA based on the selected options in 3.1 and 3.2.

4. Termination

- 4.1 This Membership Agreement, after the signatures hereof by the Parties, shall commence on the Effective Date and continue until _____ (1 year rounded to the end of the last month after the Effective Date)
- 4.2 This Membership Agreement may also be immediately terminated upon written notice by AMRA to Member in the event that there is a breach of the terms of this Membership Agreement by the Member.
- 4.3 This Membership Agreement will also immediately terminate upon the liquidation, dissolution, or discontinuance of the Member or AMRA.
- 4.4 The Member may terminate this Membership Agreement at any time on written notice to AMRA.
- 4.5 Effect of any termination:
- 4.5.1 There will be no refund of the paid fee and subscription .
- 4.5.2 Member's commitment to grant licenses as provided in Section 6 (Intellectual Property Rights) shall remain in full force and effect for the existing license term for any AMRA Standard that has been finally adopted prior to the effective date of termination. No further IP license commitments shall be incurred after the time of the termination.

5. Restriction

- 5.1 The Member understands and agrees that it is prohibited from
- 5.1.1 Removing identification, copyright, or other proprietary notices in or on AMRA publications
- 5.1.2 Accessing AMRA document system in an unlawful or unauthorized manner, or in a manner that suggests an association with AMRA unless the Member has an executed agreement with AMRA that allows such activity.
- 5.1.3 Selling, reselling, or making commercial use of AMRA publications, without prior written agreement with AMRA.

6. Intellectual Property Rights

- 6.1 The Member owns and retains all rights, title, and interests in and to its respective own intellectual property rights of any kind, whether pre-existing or later developed by the Member independently.
- 6.2 The copyright of approved and published documents generated during the standard development process belong to AMRA, subject to the underlying copyright ownership rights of Member (as acknowledged in Section 6.1 above) in any of its technical contributions.. The Member shall respect any copyright that AMRA and ITRI may acquire from time to time.
- 6.3 The Member agrees ITRI, as AMRA's legal representing entity, in ownership of copyrights in standards and documents produced from AMRA activities.
- 6.4 For any technical contribution contributed by the Member:
- 6.4.1 The Member hereby agrees that upon request, it will grant to any other member of AMRA (each, a "Licensee") a non-exclusive, world-wide license under its Necessary Patent Claims contained in its technical contributions, solely for Permitted Uses.
- 6.4.1.1 If, prior to AMRA's adoption of an AMRA Standard, the Member declares to AMRA in writing the existence of Member's Necessary Patent Claims in such AMRA Standard and reserves the right to charge royalties for a license, then the Member's license shall be granted under fair, reasonable, and indiscriminate principles, provided that such license may be conditioned upon the Licensee's grant of a reciprocal license to the Member.
- 6.4.1.2 If, prior to AMRA's adoption of an AMRA Standard, the Member does not declare to AMRA in writing the existence of Member's Necessary Patent Claims in such AMRA Standard and reserve the right to charge royalties for a license, then the Member's license shall be granted under fair, reasonable, and indiscriminate principles which do not contain any royalty, provided that such license may be conditioned upon the Licensee's grant of a reciprocal license to the Member.
- 6.5 The Member makes no patent commitment with respect to any technical contribution or other proposal not contributed by the Member.

7. Cooperative Marketing Activities

- 7.1 The Member agrees that only AMRA may issue press releases or make public announcements regarding the membership of the Member, or any new project or program involving AMRA or the AMRA community, first announcements of newly certified products, or future AMRA projects, plans or directions (“Press Release”).
- 7.2 The Member shall not issue any press release related to AMRA without AMRA’s prior written approval.

8. Transfer of Membership

- 8.1 The Member may not assign or transfer this Membership Agreement, including by operation of law, or through a merger or acquisition, unless, (i) AMRA provides its prior written consent to such assignment, and (ii) the assignee agrees in writing to be bound by this Membership Agreement.

9. Miscellaneous

- 9.1 This Membership Agreement may be modified or amended only by a subsequent writing signed by the authorized representative of each party.
- 9.2 This Membership Agreement is governed by and will be construed in accordance with the laws of Taiwan, without regard to its conflict of laws’ provisions.
- 9.3 Any dispute or difference of any kind between or among the Parties in connection with or arising out of this Membership Agreement or the breach, termination, or validity hereof shall be subject to the exclusive jurisdiction of Taiwan Hsinchu District Court.

IN WITNESS WHEREOF, the Member execute the Agreement as follows:

Member Company Name:

Signature:

Department and Title:

Acceptance:

This Membership Agreement is accepted as of _____(Effective Date)
by AMRA’s legal representing entity.

Company/Organization Name: AMRA

Signature:

Department and Title:

Note: Member fills in blue blanks (e.g. or), and AMRA fills in orange blanks (e.g.).



Autonomous Mobile Robot Alliance



AMRA

www.amr-alliance.org

contact@amr-alliance.org