

The Open Charge Point Interface (OCPI) Board of Management was founded to stimulate the development of the OCPI standard and its adoption in the market. To this end NKL, representing the Board of Management, has drafted the below IPR policy for its Participants.

In order to foster a level playing field, Contributions to the OCPI standard are accepted only by Participants. Third-party Contributions cannot be accepted until the third party has been recognized as a Participant.

In this policy,

- **“Participant”** means any person or legal entity that has been recognized by the Consortium’s Board of Management as a participant in the development process of the OCPI standard.
- **“Standard”** means the OCPI standard as published and maintained by the Board of Management.
- **“Contribution”** means any proposal addition, change, removal or other contribution to a draft or published version of the Standard.
- **“Essential Claim”** means any claim in any patent or patent application in any jurisdiction in the world that would necessarily be infringed by devices or methods due to comply with the Standard, including optional features. A claim is necessarily infringed when there is no technically feasible alternative implementation, taking into account normal technical practice and the state of the art generally available at the time the Contribution containing the Essential Claim was first adopted into the Standard.

Copyright Assignment. Each Participant hereby assigns any copyright interest in all its Contributions to the Consortium. Such assignment shall be for all rights under copyright, without reservation and including rights currently existing and later developed. Any moral rights shall be waived to the extent legally permissible. In case such copyright assignment is legally void, then the Participant hereby grants an unlimited, perpetual, irrevocable and fully paid-up license under its copyrights

Consortium Standards License. The Board of Management hereby undertakes to publish all versions of the Standard under a Creative Commons license, attribution Non-Derivatives.

No Third-Party Rights. Each Participant represents and warrants that to the best of its knowledge after due diligence and inquiry its Contributions do not infringe any patents, copyrights, trade secrets or other intellectual property rights of third parties.

FRAND-Zero Patent License Obligation. Each Participant undertakes to be prepared to grant under all its Necessary Claims to all other Participants and to all members of the public an unlimited, perpetual and irrevocable license for the making, selling, hiring, using, offering to make, sell or hire, or otherwise disposing of any equipment or method that complies with the Standard. Such license shall be granted under fair, reasonable and non-discriminatory terms and at no charge (i.e. royalty-free). The license may be made subject to reciprocity (i.e., the license may require the licensee to license its own Essential Claims under the same FRAND-Zero conditions to any other implementer of the standard).

Patent License Obligation Exemption.

1. A Participant may declare one or more Necessary Claims exempt from the license obligation of the previous clause by means of written notice to the Board of Management, including the patent numbers involved and an indication how certain claim(s) of such patents or patent applications would constitute Necessary Claims. Such notice must be received by the Board at least fourteen days after issuance of the last draft version of the Standard in which the Necessary Claims first became Necessary.

2. A Participant-to-be may further declare one or more Necessary Claims exempt in its letter of application to become a Participant, including the patent numbers involved and an indication how certain claim(s) of such patents or patent applications would constitute Necessary Claims. However, the Consortium reserves the right to refuse membership in such event.

Survival. The above license grant shall survive a Participant's termination of status as such, but only for Essential Claims that are contained in a patent or patent application whose filing date (or priority date) precedes the date of termination.

Patent Assignment. If a Participant assigns to a third party a patent or patent application containing one or more Necessary Claims, or subject matter providing a basis for a Necessary Claim in a future issued patent, the Participant shall cause the third party to commit to the abovementioned license as a condition for assignment and provide written proof thereof to the Board of Management. The Participant shall indemnify and hold harmless any implementer of the standard from any damages as a result of a failure to do so.

Policy changes. This policy can be reviewed at any time through a vote by the Board of Management. Any changes in the policy shall only apply to versions of the Standard issued after the date of the adoption of the change.

Assignment. The Board of Management is entitled to assign this policy and all associated rights and obligations in case of a merger, acquisition or other change of control of the Consortium itself.

Publication. The Board of Management shall make this policy publicly available.

Contribution Agreement

The parties,

Name and legal details contributor:

Company name: _____

Address (Street, postal code, city, country): _____

Chamber of Commerce no / legal registration no: _____

hereinafter "Contributor",

And

NKL, representing the OCPI Board of Management, hereinafter "Board of Management",

Considering, that

- The Open Charge Point Interface (OCPI) Board of Management, represented by NKL, was founded to stimulate the development of the OCPI standard ("the Standard") and its adoption in the market;
- Contributor has created one or more proposals, addition, changes other contributions to the Standard ("the Contribution");
- Contributor wishes for the Board of Management to adopt the Contribution;
- The Board of Management is willing to consider such adoption under certain terms;

The parties now agree as follows:

1. The Contributor shall provide the Contribution in electronic form to the Board of Management, in a manner to be agreed between the parties.
2. The Board of Management shall diligently evaluate the Contribution and decide whether to adopt the Contribution or not. The Board of Management shall provide a reasoned decision to the Contributor.
3. The Contributor hereby agrees that in the event the Board of Management decides to adopt the Contribution, it may do so under the terms of the OCPI IPR Policy.
4. This Contribution Agreement is governed by Dutch law and the courts for Eindhoven, the Netherlands shall have exclusive jurisdiction.

Was signed,

Date: _____

Name: _____

Signature: _____