EVRoaming Foundation
Realising cross-border charging

EVRoaming Contributor Agreement

This Contributor Agreement (**"Agreement"**) is made by and between the participant indicated in the signature block below (**"Contributor"**) and the Stichting EVRoaming (**"Foundation"** or **"EVRoaming"**)

WHEREAS, Contributor wishes to accede as a contributor to the Foundation; and

WHEREAS, Contributor and Foundation wish to promote the objectives of the Foundation as expressed in the Articles (as defined hereinafter) and/or the Foundation Terms and Procedures (as defined in the Articles);

NOW, THEREFORE, Contributor and Foundation agree as follows:

1a. **Contributor**. Contributor shall be assigned to and acknowledged by the EVRoaming Board as one of the classes of contributors as included in the articles of association of the Foundation (the **"Articles"**). Contributor shall appoint a designated contact to represent Contributor in Foundation matters. The initial contact will be as indicated in the signature block to this Agreement. Contributor may change such designated representative from time to time upon written notice to the Foundation.

1b. In this Agreement under Contributor is included its **Affiliates**. An "Affiliate" in the meaning of this Agreement is defined as an entity that directly or indirectly, controls, is controlled by, or is under common control with the Contributor. For the purposes of this definition, the term "control" means the ownership, directly or indirectly, of more than fifty percent (50%) of the capital stock (or other ownership interest, if not a corporation) of an entity, representing the right to make decisions for the subject entity.

2. **Contributor Obligations**. Contributor hereby agrees to comply with all rules, policies, and procedures set forth in the EVRoaming Foundation Terms and Procedures. Obligations of this agreement shall apply to the Contributor and its Affiliates.

3. **Annual fee.** Contributor hereby agrees to pay an annual fee for participating in the Foundation, as determined by the EVRoaming Board and communicated to Contributors and to the public, in accordance with the articles of association of the Foundation.

Accession during a current financial year
If a party becomes a Contributor during a financial year, such party shall be obliged to pay a portion of the fee according to schema below, paid by all other Contributors of the same class of Contributors pay for that financial year.
Becoming a Contributor between 1 January and 31 March: 100%
Becoming a Contributor between 1 April and 30 June: 75%
Becoming a Contributor between 1 July and 30 September 50%
Becoming a Contributor between 1 October and 31 December: 25%

Resignation during an ongoing financial year
In the event of resignation during an ongoing financial year, the concerned Contributor shall be liable to pay the full fee for that financial year. No fee will be refunded.

4. **Intellectual Property Rights**. If the Contributor is actively involved in the development of the protocols managed by the EVRoaming Foundation, the Contributor agrees to the terms and conditions of the intellectual property rights policy attached hereto as Appendix A ("EVRoaming Foundation's IPR Policy").

5. **Antitrust**. Contributor hereby agrees to abide by all applicable antitrust and anticompetitive legislation governing the relevant jurisdiction where the Contributor conducts business.

6. **Term and Termination**
(a) **Term**. The term of this Agreement will commence upon acceptance of Contributor's application to accede to the Foundation in accordance with the Articles and/or the EVRoaming Foundation Terms and Procedures, and continues for an initial term of 12 months. The Agreement will automatically be renewed for the next year, unless resigned by the Contributor or the Foundation before 31 January of the new financial year. Notwithstanding the foregoing, the term of this Agreement will terminate upon termination of Contributor's contribution (whether via withdrawal or termination) in accordance with the Articles and/or the EVRoaming Foundation Terms and Procedures.

(b) **Survival of Terms**. Upon expiration or termination of a Contributor's status as a Contributor:
(i) the terms of Sections 5-13 of this Agreement shall survive any termination; and
(ii) survival of terms of the Intellectual Property Rights Policy, if applicable and signed, will be as set forth therein

(c) **Modification of this Agreement**. Foundation may modify this Agreement (including without limitation the Intellectual Property Rights Policy) from time to time in accordance with the Articles and/or the EVRoaming Foundation Terms and Procedures, upon no less than 30 days written notice. If Contributor does not wish to continue to abide by the revised policies as included in the modified Agreement, Contributor may at its option withdraw its participation. Such withdrawal will entitle Contributor to a pro-rate refund of the Annual fee.

7. **Disclaimer of Warranties**. ANY SPECIFICATIONS, CONTRIBUTIONS, OR ANY OTHER MATERIALS OR INFORMATION PROVIDED TO THE FOUNDATION OR ANY CONTRIBUTOR ARE PROVIDED "AS IS." EACH PARTY HEREBY DISCLAIMS ANY REPRESENTATIONS OR WARRANTIES, EXPRESS OR IMPLIED, INCLUDING WITHOUT LIMITATION ANY IMPLIED WARRANTIES OF MERCHANTABILITY OR FITNESS FOR A PARTICULAR PURPOSE, OR NON-INFRINGEMENT. EACH PARTY WAIVES ITS RIGHT TO MAKE ANY CLAIM BASED ON OR PURSUANT TO INFORMATION PROVIDED OR TO BE PROVIDED TO THE FOUNDATION OR ANY CONTRIBUTOR UNDER OR IN CONNECTION WITH THIS AGREEMENT.

8. **Limitation of Liability**. NEITHER PARTY SHALL BE LIABLE TO THE OTHER FOR ANY INDIRECT, SPECIAL, EXEMPLARY, CONSEQUENTIAL, SPECIAL OR PUNITIVE DAMAGES, INCLUDING WITHOUT LIMITATION, LOST PROFITS EVEN IF ADVISED OF THE POSSIBILITY OF SUCH DAMAGES.

9. **Notices**. Any written notice required or permitted to be delivered pursuant to this Agreement shall be in writing and shall be deemed delivered:
(a) upon delivery if delivered in person;
(b) one (1) business day after deposit with a national overnight courier, provided that

such overnight delivery is received by the sender, in each case addressed to the following: If to Contributor, at the address identified on the signature page of this Agreement.

If to the Foundation:
EVRoaming Foundation
Prins Bernhardweg 39
3991 DE Houten
The Netherlands

or to such other individual or address as may be specified by either party hereto upon notice given to the other.

10. **Binding Nature and Assignment**. This Agreement shall be binding on the parties and their successors and assignees. Contributor may not assign or otherwise transfer its rights or obligations hereunder except as approved by the Foundation in accordance with the Articles and/or the EVRoaming Foundation Terms and Procedures or an assignment or transfer to a Subsidiary. Any assignment or transfer or attempted assignment or transfer by Contributor in violation of the terms of this Section shall be null and void.

The rights granted by any Contributor hereto to the Foundation, which are stipulated also in the interest of any other present or future Contributor, are third party beneficiary rights granted in favour of such Contributors, which are hereby accepted on behalf of such Contributor by the Foundation.

Contributor shall have the right, at any time and without requiring Foundation's prior consent, to assign or novate the Agreement (in whole or in part) to any other Contributor group entity, provided that Contributor gives Foundation written notice of such assignment or novation.

11. **Authority**. Each party hereby represents that it has sufficient authority to execute this Agreement. Contributor hereby represents that it has the authority to bind its Affiliates, or to cause its Affiliates to be bound, to the extent required under the terms of this Agreement.

12. **Severability**. In the event that any provision of this Agreement is determined by any court of competent jurisdiction to be unenforceable, it shall be interpreted to extend only to the maximum extent enforceable, and the parties shall negotiate in good faith to replace it, in a manner applicable to all Contributors of the Foundation, with a provision that as nearly as possible represents the intent of the parties.

13. **General Terms**. This Agreement is the entire agreement between the parties on the subject matter hereof. No amendment or modification hereof will be valid or binding upon the parties unless made in writing and signed by the duly authorized representatives of both parties. The relationship of the parties hereunder is that of independent contractors, and this Agreement will not be construed to imply that either party is the agent, employee, or joint venture of the other.

Waiver by either party of a breach of any provision of this Agreement or the failure by either party to exercise any right hereunder will not operate or be construed as a waiver of any subsequent breach of that right or as a waiver of any other right. This Agreement will be governed by the laws of the **The Netherlands**, without regard to its conflict of laws principles.

14. **Dispute Resolution.** Except as otherwise provided in this Agreement, all disputes arising out of or in connection with this Agreement which cannot be settled amicably, shall be finally decided under the Rules of Arbitration of the World Intellectual Property Organization (WIPO) in effect on the date of commencement of the arbitration.
The arbitral tribunal shall consist of one (1) arbitrator, unless the amount of claims as specified by the claimant does exceed EUR 1,000,000 (one million euro) in which case three arbitrators, appointed according to article 17 of the WIPO Rules of Arbitration, should decide. The place of arbitration shall be Amsterdam, the Netherlands. Any hearings shall take place in Amsterdam or such venue as the arbitrators will deem fit. The language of proceedings shall be English. The award may be confirmed and enforced in any court of competent jurisdiction.

The costs of arbitration, including the fees and expenses of the arbitrator(s) and the cost incurred by the successful party for preparing and presenting its case shall be borne by the unsuccessful party unless the arbitration award provides otherwise.

All non-Intellectual Property related disputes arising out of or in connection with this Agreement which cannot be settled amicable, shall be finally settled in accordance with the Arbitration Rules of the International Chamber of Commerce, by one or three arbitrators appointed pursuant to the said rules. Any such Arbitration will take place in Amsterdam, the Netherlands.

SIGNATURE PAGE FOR EV ROAMING FOUNDATION CONTRIBUTOR AGREEMENT

Contributor entity/company name: _____

Entity address:

Street: _____

Postal code + City: _____

Country: _____

Entity telephone number: _____

Entity website: _____

Entity VAT number: _____

Name person representing contributor entity: _____

Email of contact person: _____

Title of person who signed: _____

Date: _____

Signature person representing contributor entity: _____

Contributor category (see table below): _____

Contributor fee (per year) : _____ (see page 7)

Financial information for invoicing (if different from above):

Name and mail of person or department for sending invoice to:

Name: _____ Email_____

Address: _____

Specific reference information: _____

On behalf of EVRoaming Foundation

Name: _____

Title: _____

Date: _____

Signature: _____

	Contributor category	*Description*	*Annual fee (2027)* *(All values are in € and will be billed at local rates)*	*Active workspace accounts*
1	Associate Contributor	Organisation that wishes to be connected to the activities of EVRoaming Foundation and the protocols managed by the EVRoaming Foundation, but is not actively involved in protocol development or other activities/work groups. These may include Associations, Consultancies or Academic institutes. Associate Contributors are bound by the EVRoaming Foundation Terms and Procedures.	€ 460	1
2	Light Full Contributor	Same as Full Contributor - no individuals - limited number of Active workspace accounts - max two changes for active accounts per year. Light Full Contributors are bound by both the EV Roaming Foundation Terms and Procedures and Intellectual Property Rights Policy.	€ 2.300	2
3	Full Contributor	Organisation that implements the protocols managed by the EVRoaming Foundation and is actively involved in the development, maintenance and support of the protocols or actively participates in activities of working groups. Full Contributors are bound by both the EV Roaming Foundation Terms and Procedures and Intellectual Property Rights Policy.	€ 4.600	5
4	Managing Contributor	Full Contributor that has the right to appoint a Board member from its own organisation.	€ 9.200	7
5	Sponsor / Alliance partnership	Organisation (in the public or private sector) that supports EVRoaming and the protocols managed by the EVRoaming Foundation, but is not actively involved in protocol development. These may include municipalities, research or consulting groups, laboratories, regulatory bodies or universities. Sponsors are bound by the EV Roaming Foundation Terms and Procedures.	In consultation	2

Appendix A – EVRoaming Foundation's IPR Policy

OCPI IPR Policy

Version 1.1

Date: 1 December 2020

This Intellectual Property Rights Policy is intended to maximize widespread adoption of specifications by interested third parties. Any interpretation of this policy shall be in accordance with such intention.

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

In this policy,

- **"Contributor"** means any person or legal entity that has been recognized by the EVRoaming Foundation's Board of Management as a contributor 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 Contributor hereby assigns any copyright interest in all its Contributions to the Foundation. 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 Contributor hereby grants an unlimited, perpetual, irrevocable and fully paid-up license under its copyrights

Consortium Standards License. The EVRoaming Foundation 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 Contributor 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 Contributor undertakes to be prepared to grant under all its Essential 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 Contributor may declare one or more Essential Claims exempt from the license obligation of the previous clause by means of written notice to the EVRoaming Foundation's Board of Management, including the patent numbers involved and an indication how certain claim(s) of such patents or patent applications would constitute Essential 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 Essential Claims first became Necessary.
2. A Contributor-to-be may further declare one or more Essential 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 Essential Claims. However, the Foundation 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 Contributor assigns to a third party a patent or patent application containing one or more Essential Claims, or subject matter providing a basis for a Essential Claim in a future issued patent, the Contributor shall cause the third party to commit to the abovementioned license as a condition for assignment and provide written proof thereof to the EVRoaming Foundation's Board of Management. The Contributor 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 EVRoaming Foundation's 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 EVRoaming Foundation's 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 Foundation itself.

Publication. The EVRoaming Foundation's Board of Management shall make this policy publicly available.