

Agricultural Industry Electronics Foundation “AEF e.V.”

Rev. 10

Rules of Procedure

Forward, “Spirit of AEF”

The Agricultural Industry Electronics Foundation (AEF e.V., hereinafter called ‘AEF’) is an organization funded by agricultural machinery companies and business related companies like electronic suppliers in order to provide technical and procedural methods to enable open communication and interfacing between electronic systems of different machinery from independent manufacturers.

The spirit of AEF is to create results of common acceptance and implementation possibilities as major part of the results of AEF are technical definitions and specifications (standards and guidelines) which allow products to be designed for seamless interoperability between different manufacturers.

In order to provide a common standard which can be used from every manufacturer under equal conditions it is necessary to define technical solutions which are not obstructed by patents or create economic imbalance between different manufacturers by definition.

Therefore AEF motivates its members to create an open and transparent cooperation in project teams and work groups to create technical solutions which should, as far, as possible, be kept free from patents and any other factors that may act against the widespread adoption and usage of AEF technical solutions.

§ 1 Foundation Background

The international organization User-Platform Electronics was founded by the associations AEM (Association of Equipment Manufacturers) and VDMA (Verband Deutscher Maschinen- und Anlagenbau - German Engineering Federation) and interested manufacturers of agricultural machinery on 28th October 2008.

§ 2 Name and Form of AEF e.V.

The final founding of AEF e.V. as a “registered association according to German law (“eingetragener Verein”, e.V.) took place at VDMA in Frankfurt on October, 6th, 2009. The full name of the organization was determined by the Core Members as "Agricultural Industry Electronics Foundation e.V." and its abbreviation is “AEF e.V.”, hereinafter

called 'AEF'. The Articles of Association form the basis of the Agricultural Industry Electronics Association e.V., are binding for all members of the Association in its prevailing form.

§ 3 Chair Group

The organization, rights, and obligations of the Steering Committee are specified in the AEF Articles of Association, the details of the Chair Group are defined as follows:

- (1) **Chairperson**
The Chairperson shall be the chief executive officer of AEF. He/she shall preside when present at all meetings of the members, and of the Steering Committee and shall have generally active control of the business and affairs of AEF. The Chairperson shall have the general power to execute bonds, deeds and contracts in the name of AEF, and to affix the corporate seal, and to exercise all the powers usually pertaining to the office of the Chairman of a corporation, in accordance with the terms and conditions as set forth in the AEF Articles of Association.
- (2) **Vice Chairperson**
In the absence of the Chairperson or in the event of his/her inability or failure to act, the Vice Chairperson shall perform the duties of the Chairperson. When so acting, the Vice Chairperson has the powers of and be subject to all the restrictions imposed upon the Chairperson. The Vice Chairperson shall perform such other duties as shall be assigned to him/her from time to time by the Chairperson, in accordance with the terms and conditions as set forth in the AEF Articles of Association.
- (3) **Treasurer**
The Treasurer shall have the care and custody of all monies, funds and valuable papers or documents of AEF, and shall deposit or cause to be deposited all funds of the AEF in and with such depositories as the Steering Committee shall from time to time direct.

In case of the unavailability of the Treasurer all rights and duties will be transferred to the Chairperson, or – in case of his/her unavailability – to the Vice Chairperson.

The Steering Committee has installed a Finance Committee to supervise and control the financials of AEF. The Chair Group and the General Manager are part of this committee which takes care of the general aspects of monies.
- (4) **Secretary**
The Secretary shall have charge of any corporate seal and shall have authority to attest any and all instruments or writings to which the same may be affixed. The Secretary shall keep an account of all books, documents, papers and records of AEF, except those, which are hereinafter directed to be in the charge of the Treasurer. The Secretary shall generally perform all the duties usually pertaining to the office of the Secretary of a corporation. The Secretary shall keep the minutes of all proceedings of the AEF, the Chair Group, and the Steering Committee.

§ 4 General Manager

The General Manager is a full time employee of AEF and due to the “Article of Association” the special representative of AEF and therefore representative according to § 49 German Commercial Code.

The General Manager is responsible for following tasks and duties:

- (1) Manage the operational, commercial, and administrative part of AEF, such as contractual issues, organization of the AEF office.
- (2) Keep accurate books of account and the disbursement of funds.
- (3) Keep accurate books of accounts relating to the monies of the AEF and shall render an account whenever required to do so by the Chairperson or the Steering Committee.
- (4) Endorse for deposit, collection or otherwise, all checks, drafts, notes, bills of exchange or other commercial paper payable to AEF, and give proper receipts or discharges therefore; sign checks in the name of AEF for payment of expenses incurred on the disbursement of funds.
- (5) Handling the operative business and administration of AEF including the interface between AEF and third-party-organizations, authorities, etc.
- (6) Represent the AEF organization as spokesman at events, conferences, seminars, etc.
- (7) Operative management of the AEF office together with external service organizations
- (8) Optimize the coordination among AEF and its members in commercial / administrative aspects
- (9) Interface with AEF Steering Committee with regards to all commercial aspects, such as budget generation and supervision, contractual issues, and providing periodic updates of the commercial status

§ 5 Duration

AEF has been established for an unspecified period.

§ 6 Admission

- (1) Admission to the organization will require compliance with these Rules of Procedure, and the Articles of Association, together with a willingness to accept the decisions taken by the Steering Committee of AEF.
- (2) The candidate member must address its application for membership in writing to the office of AEF by filling out and sending the “AEF Membership Application Form”.

§ 7 Rights and Obligations of Members

- (1) All members are obliged to follow AEF's Rules of Procedure, and the AEF Articles of Association.
- (2) Information marked confidential shall not be forwarded by members to third parties, or non-members.
- (3) Each member undertakes to provide AEF with required resources, in particular by providing personnel resources for the project work as well as by paying service charges as detailed in AEF Rules of Procedure Appendix A.
- (4) Details of the rights and obligations of members are specified in the AEF Articles of Association
- (5) Each Core Member should appoint a Steering Committee member as well as a deputy.

§ 8 Method of Operation

- (1) The project-based work of AEF is done by international working groups consisting of Core Members and General Members.
- (2) If applicable, external resources can be used for project processing.
- (3) For every project a responsible person (project-leader) and his deputy shall be determined.
- (4) All necessary efforts have to be done by the project-leader and the project team in order to reach a high transparency of the project work.
- (5) The status of the project work will be reported regularly to the entire Membership.
- (6) International working groups will be appointed according to technical and non-technical subjects (e.g. implementation, safety, service, marketing, customer information, etc.).
- (7) Core Members as well as General Members will provide the leadership and experts for working groups and project teams.
- (8) English is the official language of the AEF.

§ 9 Contributions of the Associations AEM, VDMA and FederUnacoma

The cost allocation and re-numeration from the associations AEM, VDMA and FederUnacoma is to provide at least one personnel resource, respectively. Though, 50% of the personnel costs are allocated as Core Member's contribution and 50% financed by the associations.

§ 10 Assignment of Exploitation Rights

- (1) Scope:
In order to secure the legal protection of the results, such as, but not limited to electronic devices, software solutions, ideas, and practices created through AEF funding or by active, voluntary work for AEF by AEF members, either individually or as part of an AEF project team the members accept the following terms and conditions for the assignment of the exploitation rights in our contributions.
- (2) Exploitation Rights Assignment Statement:
By signing the "AEF Membership Application Form" the members assign irrevocably to AEF for the benefit of all members the exploitation rights of their contributions within the framework of the activities within AEF to the extent that this contribution is not protected by Industrial Property Rights (see § 10 below). The assignment is granted free of charge, and can be shared by each AEF member without limitations in terms of time or geography.
The members accept that this assignment does not preclude themselves from continuing to exploit their own copyrightable and/or patentable contribution for their own purposes under the provision, that such exploitation does not adversely affect the exploitation right within AEF projects as specified above.

Explanatory note: This amendment is intended to clarify the situation that, for a number of Members, local laws require them to lay claim to inventions and file patent applications, as set out in present §10(9) to which the current Members have already signed up. At the same time, the filing of patent applications (made directly by Members and at no cost to AEF) shall not prevent the use of the invention in AEF projects. AEF project teams are neither constrained to adopt nor to design around such inventions.]

§ 11 Industrial Property Rights

- (1) The members will use their best endeavor to achieve a development result that does not infringe industrial property rights.
Explanatory note: This clarifies firstly that the result should neither infringe a member or a non-member right, and secondly that the potential conflict time and territory have to be considered. It should be remembered that the use of the standard may occur after current IP rights have expired.]
- (2) If the member are or become aware of industrial property rights or of any other restriction (e.g. the use of open source code software in the Project) that could affect project work results done for AEF, they shall promptly inform the AEF Steering Committee after learning of such rights. In such case the AEF Steering Committee shall jointly decide whether the work is to be continued such that the industrial property rights are not infringed.
*Explanatory note: Members should at the earliest opportunity bring forward **any** IPR's (whether their own, or belonging to another AEF member or non-member) that might be relevant to a project.]*
- (3) The member shall each remain the owner of the patentable work results and invention as well as of any applied for or granted industrial property rights achieved prior to the start of the project work ("old IP"). Without request, the member will inform the AEF Steering Committee about the existence of such old IP to the extent that these are needed for performing the development work. The member undertakes to inform AEF

Steering Committee to which extent third parties are entitled to a joint use of old IP or to which extent the member themselves are restricted in the use of old IP.

Explanatory note: This is not amended, but it is recommended that a reminder about the requirement to disclose old IP be made to at least project participants (with a three month window for response) at least at the start of a project and the end, prior to any submission to ISO and perhaps also at interim points such as the start of development. Newly-joining members should be invited to make similar disclosure in respect of all pending projects within 3 months of joining.]

- (4) To the extent that old IP owned by member is required for the exploitation of the project work and if AEF itself manufactures the project work results in serial production, member herewith grants AEF a non-exclusive right to use old IP without any restrictions in terms of time or geography that allows the use for the purposes of serial production. AEF may sub-license the right to use old IP to third parties exclusively for purposes of serial production for AEF
- (5) Should a supply agreement be concluded between AEF and member, AEFs right to use old IP shall also be valid beyond the term of this agreement and may be sublicensed to affiliated companies as specified by Sections 15 et sequitur AktG [German Stock Corporation Act].
- (6) In respect of any information or materials supplied by one AEF member to another under the AEF purposes, no warranty or representation of any kind is made, given or implied as to the sufficiency or fitness for purpose, nor as to the absence of any infringement of any proprietary rights of third parties.
- (7) Prior to the usage of existing member IP by AEF in project work results, the member shall agree on a license fee that is adequate and customary in the industry for purposes of serial production. If the Parties fail to agree on the amount of such license fee, a third party expert to be jointly appointed by both parties in accordance with Section 317 BGB [German Civil Code] shall determine whether the license fee is adequate and customary in this trade.

Explanatory note: This clarifies that this refers to the use by AEF e.V. only, as opposed to use by any of its members.]

- (8) If the parties fail to agree on a jointly appointed expert within a period of 4 weeks after written request, the President of the Chamber of Industry and Commerce in Frankfurt shall nominate a neutral expert upon request by either of the Parties.
- (9) Members shall without limitations acquire rights in inventions made by member employees generated in the course of the project work (generally referred to as “new IP rights” of member) and, where required by local law, file a patent application in the name of Member or Members as appropriate.

Explanatory note: The major risk is that the member does not have the rights in an invention made by an employee (or even a contractor). Without acquisition by the member, the owning employee/contractor would be able to block AEF members. In this aspect, whether or not the member files a patent application is of secondary importance, so long as access to the invention is secured for AEF members and non-members alike.]

- (10) Where there is no local law requirement for a Member to file a patent application on inventions made by Member employees or contractors, the Member shall be free at their discretion to file or not file a patent application, or to place details of the invention in the public domain. Prior to placing in the public domain or filing of such an application, the Member or Members intending to disclose or file shall notify the other members involved in the project giving brief details of the subject matter and identifying any inventors to be named. The member is free to publish the invention if other members do not object within two weeks after receipt of the intent to publish. Immediately after filing of an application, brief details of the subject matter and bibliographic information for the application shall be communicated to AEF Steering Committee.

Explanatory note: This recognizes that some Members do not operate in jurisdictions that have a legal requirement to file patent applications on claimed inventions and would prefer to place the inventions of their employees in the public domain to provide prior art against any subsequent patent application by a possibly hostile third party. In a case in which inventors from a member, other than the member which intends to publish the invention, are involved we must include this measure to delay the publication to give the other member time to meet its obligations under the local law.]

A new IP right of a Member (or Members) shall be the exclusive property of that Member (or those Members). To the extent that such a new IP right is essential for using the agreed upon AEF project result, the Member (or Members) will grant a license under FRAND terms to a requesting party in individual negotiations.

Explanatory note: This arrangement – giving licenses to AEF and non-AEF members alike on non-discriminatory terms – is essential to avoid anti-trust issues. To the extent that AEF e.V. requires a license under a new IP right, AEF e.V. shall be treated as a requesting party and individually negotiate with the Member (or Members) owning the new IP right.]

- (11) The determination of whether a new IP right is essential for using the agreed upon AEF project results shall be made by an IP committee convened by AEF Steering Committee. Members agree that any dispute as to essentiality shall be finally resolved by reference to an independent external arbitrator appointed by AEF Steering Committee.

Explanatory note: The determination as to essentiality can only happen sometime after the conclusion of a project, when there is an agreed standard originated from the project work, a granted patent to assess, and an embodiment designed to meet the standard. The IP committee shall be convened by the Steering Committee as required and may include IP advisors of the Members, members of the Steering Committee and contributors to a Project Group. The commitment to accept arbitration (rather than litigation) to settle disputes is an indication of good faith on the part of Members.]

- (12) To the extent that the work results achieved by the members are protected by copyrights, the members undertake to acquire right of use as necessary and to mutually grant each other for their own purposes the non-exclusive, irrevocable, assignable right unlimited in terms of time, place and content to exploit these work results in all kinds of use, free of charge and at their own discretion, and in particular to copy, disseminate, exhibit, change and process them.
- (13) In the case that a member leaves voluntarily AEF that member shall continue to grant access rights until the termination of the common non-protected work. Existing license agreements under essential patents and the obligation under (10) above are not affected in case a member leaves AEF

§ 12 Compliance

(1) Antitrust Consideration

This statement is intended to codify AEF's existing policy and to provide guidelines for compliance with the law. AEF unequivocally supports the policy of competition served by the antitrust laws and reaffirms its uncompromising intent to comply strictly in all respects with those laws. It is the responsibility of every member and staff person of AEF to be guided by AEF policy of strict compliance with the antitrust laws in all AEF activities. It shall be the special responsibility of AEF Chairmen to insure that this policy is known and adhered to in the course of activities pursued under their leadership.

(2) Antitrust Guidelines

- (a) Any firm meeting the requirements of membership as set forth in the Articles of Association shall be admitted to membership in AEF on a non-discriminatory basis.
- (b) Participation in any and all AEF activities by a member company is wholly voluntary.
- (c) Members of AEF have no authority to represent that he is communicating on behalf of and as an official representative of the AEF without prior approval of the AEF.
- (d) Meetings:
 - 1. Secret or "rump" meetings shall be strictly avoided.
 - 2. In conducting AEF meetings, the Chairman thereof shall follow a formal agenda.
 - 3. Minutes of all meetings shall be kept by a designated party who shall accurately record what actions were taken at the meeting. Minutes of all meetings shall be submitted to the group for approval at its next meeting.
 - 4. In informal or social discussions at the site of an AEF meeting, which are beyond the control of its Chairmen, all members and staff are expected to observe the same standard of personal conduct required by AEF in its compliance with these antitrust guidelines.
- (e) Topics of Discussion:
 - 1. AEF activities or communications shall include discussions or action on matters of interest to the industry.
 - 2. No AEF activity or communication shall include any discussion or action, for any purpose or in any fashion, of prices or pricing methods, production quotas or other limitations on production or sales.
 - 3. No AEF activity or communication shall include discussion or action which might be construed as an attempt to prevent any person or entity from gaining access to any customer, goods or services, to boycott any person or entity, or to prevent any person or entity from purchasing goods or services freely in the market.
 - 4. No AEF activity or communication shall include discussion or action which might be construed as an agreement or understanding to refrain from purchasing materials, equipment, services or other supplies from a supplier.
 - 5. No AEF activity or communication shall include any other discussion or action which would tend to restrict competition in any manner between members or within the industry.

§ 13 Non-members' rights

- (1) Non-members of AEF that can be given specific rights are of the following type:
 - (a) Suppliers or sub-contractors to an AEF member;
 - (b) Vendors, suppliers or sub-contractors to AEF, i.e. having a direct Business relationship with the AEF organization.
- (2) Non-members are in principle not allowed to join in any meeting of the organization, without approval or consent of the General Manager or Chair Group. In case of doubt, the Chair Group will consult the Steering Committee for a vote/approval.
- (3) AEF member companies have the possibility to send/dispatch employees of their suppliers or sub-contractors to AEF Project Team meetings. The AEF member company has to send a request first to the General Manager/Chair Group for approval, and then after approval to the Project Team Leader where the employee should work with. The person representing the supplier or sub-contractor is then allowed the same rights of the AEF member that he is representing.
- (4) Non-members that are allowed to participate in AEF Project Team meetings have to fulfill the same rights and obligations compared to Member companies:
 - (a) Mandatory signing of the Participants List.
 - (b) Accepting and agreeing to the Assignment of Exploitation Rights;
 - (c) Accepting and agreeing to the Industrial Property Rights statements;
 - (d) Accepting and agreeing to Anti-Trust Compliance statements.
- (5) As soon as the necessity to participate as Non-member has ceased, the rights should be cancelled immediately. The AEF member responsible for bringing the Non-member has the obligation to signal this cancellation to the Project Team Leader and the General Manager/Chair Group.

§14 Termination of membership

- (a) The Membership terminates through voluntary withdrawal, when a member provides six months' notice in writing ending on the last day of the current license period.
- (b) A termination is only possible at the end of the license period for all types of membership.
- (c) All payments must be made until the termination is accepted.

§ 15 Purpose

(1) Purpose of AEF Rules of Procedure

The purpose of the AEF Rules of Procedure is to provide general guidance in addition to the Articles of Association for the operation of AEF. The AEF Rules of Procedure are complementary to the AEF Articles of Association. In case of any conflicting statements to the AEF Articles of Association the AEF Articles of Association will prevail.

(2) Validity

The AEF Rules of Procedure will become valid upon signature of two authorized representatives of AEF and makes any older version invalid.

Signed by:



Peter van der Vlugt
(Chairman)



Marcello Mongiardo
(Vice Chairman)

Date: 01-AUG-2017

Date: 21-AUG-2017

References: Member Service Charges and Exemptions (Appendix: A)