

## **COOPERATIVE INDUSTRY PROJECT AGREEMENT**

\_\_\_\_\_, a corporation having its place of business at \_\_\_\_\_, a “Participant” in and for purposes of this Agreement only, which together with other participants will be referred to as “ROS-Industrial Consortium Asia Pacific”, sometimes herein called the “Consortium”, hereby agrees with ADVANCED REMANUFACTURING & TECHNOLOGY CENTRE, a division of SCIENCE AND ENGINEERING INSTITUTES, (Co. Reg. No. 200720829Z), of No. 3, Cleantech Loop, #01-01, CleanTech Two, Singapore 637143 (“ARTC”), to participate in the activities of the Consortium and potentially fund focused projects having as their major goal to enable industrial software developers to build more capable robot applications quickly and easily on a common platform, the Robot Operating System - Industrial (“ROS-Industrial”) open source software program.

This Agreement shall become effective on [ \_\_\_\_\_ ] and shall remain in full force and effect for a period of three (3) years unless earlier terminated pursuant to the terms of this Agreement or extended by the mutual agreement of the parties.

### **ARTICLE I Consortium Mission**

The mission of the Consortium is to accelerate the development of ROS-Industrial by:

- (a) Establishing a roadmap to identify and prioritize ROS-Industrial capabilities for industrial robotics and automation as defined by the user community to address its current and future applications problems. The Consortium may decide to develop an Asia Pacific roadmap or to contribute to the roadmap of the ROS-Industrial Consortium North America (“RIC-NA”).

- (b) Instituting and enforcing code quality standards appropriate for an industrial software product. These include rating/tracking code quality metrics, multi-level testing and documentation.
- (c) Providing a wide range of user services, including technical support and training, to facilitate the continued adoption of ROS-Industrial by industry.
- (d) Providing a mechanism for formal marketing and distribution of the code to a wider audience, thereby further expanding the user community, and providing greater capabilities.

## **ARTICLE II Consortium Organization Structure**

The Consortium is organized to ensure members having the opportunity to provide technical and programmatic direction. Members will enjoy benefits as outlined in the table presented in Article III below. There are three primary elements of structure:

- (a) **Consortium Advisory Committee (CAC):** The CAC serves the role of facilitating Full Member interactions, program review, and setting technical direction. The CAC shall be composed of one (1) representative from each Full Member company in good standing, plus one (1) representative from ARTC.
- (b) **Chairman:** The Consortium Manager shall normally act as Chairman of any CAC meeting. At the request of any Full Member representative, or at ARTC's option, another Full Member may be requested to act as Chairman. In such a case, the Full Members shall appoint a chairman of the CAC for that meeting from among the present Full Member representatives.
- (c) **Consortium Manager:** ARTC will appoint a Consortium Manager who will have the primary responsibility to ensure that the voices of all Consortium Participants

are heard by the ROS-Industrial development team and who will coordinate member needs with the “big picture” of ROS-Industrial for the benefit of all concerned. This communication process will include workshops with presentations by the ROS-Industrial developers and Consortium participants, along with open discussions among the entire Consortium.

- (d) **Scientific Coordinator:** In addition to the Consortium Manager the role of a Scientific Coordinator may be introduced with the task of cooperation with intended or running projects in the field of ROS-Industrial publicly funded national or by the Asia Pacific Community, by supporting proposals, organizing events to establish communication, raising public funds etc. The Scientific Coordinator will be assigned by the Consortium Manager annually and his efforts will be paid from the portion of the consortium budget reserved for consortium management and as agreed annually between the Consortium Manager and the Scientific Coordinator in detail (specified tasks, invoicing etc.).

### **ARTICLE III Consortium Membership, Good Standing and Start-Up**

Members in good standing will enjoy the opportunity to participate based on membership levels. Membership dues will first go toward the operations and administration of the Consortium. Funds from membership dues that are above the operations and administration budget will be allocated toward broadly useful tools, technical work, and standards activities as prioritized and voted upon by the CAC.

**The Consortium is actively seeking broad participation from users, robot manufacturers, integrators, researchers, and government participants.**

<b>Level</b>	<b>Benefits / Participation Opportunities</b>	<b>Funding Level</b>
<b>Full Member</b>	<ul style="list-style-type: none"> <li>• Seat on the Consortium Advisory Committee</li> <li>• Votes to prioritize research conducted using membership fees, e.g. Focused Technical Projects (FTP) and Strategic Projects (SP)</li> <li>• Eligible to sponsor and participate in FTP and SP</li> <li>• ROS-I training of 2 persons per year (3 days workshop)</li> <li>• Up to 40 h Live Technical Support (direct via phone / mail)</li> <li>• Attendance at all events</li> <li>• Provide input to ROS-I roadmap</li> <li>• Networking</li> </ul>	14,000 SGD
<b>Associate Member</b>	<ul style="list-style-type: none"> <li>• Eligible to participate in FTP and SP</li> <li>• Delayed access (2 years) to project data and technical reports arising from FTP (if not a Participant)</li> <li>• Up to 20 h Live Technical Support (direct via phone / mail)</li> <li>• Attendance at all events</li> <li>• Provide input to ROS-I roadmap</li> <li>• Networking</li> </ul>	7,000 SGD
<b>Research Member (University/Non-profit R&amp;D)</b>	<ul style="list-style-type: none"> <li>• Eligible to participate in FTP and SP</li> <li>• No access to project data and technical reports arising from FTP (if not a Participant )</li> <li>• Attendance at consortium events</li> <li>• Provide input to ROS-I roadmap</li> <li>• Networking</li> </ul>	3,500 SGD
<b>Government Member</b>	<ul style="list-style-type: none"> <li>• Attendance at consortium events</li> <li>• Provide input to ROS-I roadmap</li> <li>• Networking</li> </ul>	0 SGD

Additionally to these Memberships, Full Members of RIC-NA and/or RIC-EU may apply for a **Consortium Membership** at ARTC to obtain in the RIC-AP consortium a membership

- at Associate Membership level without additional costs (all benefits for the associate level apply with exception of Live Technical Support) or

- at Full Membership level for a reduced membership fee in the amount of 7,000 SGD instead of 14,000 SGD

Initial membership level: Please insert the chosen level\_\_\_\_\_

A Participant at associate or full level may render certain Consortium-connected services for the Consortium instead of paying a part of the Consortium annual membership fee (“**In-kind Contributions**”) if so agreed in writing between the Participant and ARTC. A Participant has no legal claim for In-kind Contributions. It is at the sole discretion of ARTC whether the Participant is entitled to make In-kind Contributions. ARTC may revoke the Participants’ permission to make In-kind Contributions at its sole discretion for any reason and at any time and without giving reasons.

The In-kind Contributions are limited to an extent equal to 3,000 SGD of the annual membership fee for associate level, and to 7,000 SGD of the annual membership fee for full level. Hence, the Participant’s Consortium annual membership fee may be reduced up to a maximum of 3,000SGD (associate level) or 7,000 SGD (full level) per Participant and calendar year by In-kind Contributions. The appraisal of the In-kind Contribution shall be made only by ARTC at its sole discretion.

In-kind Contributions: yes  no

Description of In-kind Contributions, if applicable:

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Appraisal of In-Kind Contributions and reduction of the Participant’s annual membership fee in Singapore Dollars (SGD), if applicable:

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For the following calendar year a change of the type and/or amount of In-kind Contributions after the conclusion of this Agreement, which is also at sole discretion of ARTC, shall be only possible two months to the end of a calendar year at the latest for the following calendar years.

Each Participant shall make an initial payment to ARTC equal, or in case of accession during a calendar year proportionally, to the Consortium annual membership fee based on its category (or higher category, if so elected) upon execution of the Agreement, and to continue its membership annually thereafter at the membership fee based on its category. The membership fee shall be due at March 31<sup>st</sup> of the respective calendar year. If Participant and ARTC agreed on In-kind Contributions, the Participant shall render owed In-kind Contributions completely by the end of the respective calendar year. The membership continues automatically, if not terminated with three months written notice to the end of a calendar year. Within the same period the category of the membership may be changed.

A Participant shall be in good standing if the Participant has paid the initial annual membership fee, subsequent annual membership fees, and, if a sponsoring Full Member for a Focused Technical Project (FTP), its share of the FTP cost within the time specified in each invoice.

#### **ARTICLE IV CONSORTIUM FOCUSED TECHNICAL PROJECTS AND STRATEGIC PROJECTS**

##### **Focused Technical Projects (FTP)**

Full Members may initiate collaborative FTPs with ARTC or any other developing member of the Consortium, to develop tools and application-specific software capabilities that are of common interest to multiple members (wherein ARTC or such developing member may hereinafter be referred to as "Developer") Timing for projects' start/end will be agreed upon. FTPs FIP save for the Developer's BIP will be open source software in accordance with Article IX, but sponsoring

Full Members may choose to hold the application-specific data, technical reports, and any developed intellectual property, including software (but excluding the Developer's BIP), within the FTP team (comprising Developer/(s) and Sponsoring Full Member/(s) of the FTP) for a period of up to two years, with the consent of the majority of the FTP sponsoring Full Members. Upon identification of an FTP, an interested Developer will prepare a scope and cost estimate in a formal offer (including terms and conditions to be consistent with this Agreement) for review by potential sponsors. Upon approval and execution of an FTP Agreement based on mutually agreed terms, evidenced by the signature of each sponsoring Full Member, the sponsoring Full Members will split Developers' cost of performing the FTP as agreed between the sponsoring Full Members of an FTP. New members, or Full Members wishing to sponsor an FTP after the start-date, will pay an amount agreed between the founding sponsors, resulting in additional scope for that particular FTP, unless otherwise agreed within the individual FTP.

### **Strategic Projects (SP)**

In contrast to Focused Technical Projects, Strategic Projects aim at achieving a goal of the ROS-I roadmap, i.e. application independent basic technologies required for FTPs. Examples for SPs could be real-time capabilities or Windows support. SPs are long term projects (up to 3 years) and setup as collaborations with the Open Source Community (collaborate in ROS-Industrial Asia Pacific). The Consortium funding is used for the Initiation, Acceleration and Coordination of Open Source Community Efforts. Proposals for SPs can be brought in by all members, and SPs shall be fully funded by participating Members and based on the terms of a mutually agreed SP agreement. All code developed in an SP is immediately released open source.

## **Intellectual Property Ownership:**

For the purpose of this Agreement:

**“Intellectual Property “or “IP”** means all proprietary know-how and intellectual property rights (including without limitation patents, know how copyrights, designs, semiconductor layout designs, and trade secrets) worldwide arising under statutory or common law, and whether or not perfected.)

**“Background Intellectual Property” or “BIP”** means Intellectual Property owned or controlled by any party or its Affiliate and which was conceived or reduced to practice prior to commencement of or outside the scope of any FTP or SP or other activity under this Agreement and which is introduced or disclosed for the purpose of any FTP or SP (as the case may be) or otherwise supplied by such party.

**“Foreground Intellectual Property” or “FIP”** means such Intellectual Property that is created in the course of undertaking any project or activities pursuant to any FTP or SP or this Agreement. Notwithstanding any provision to the contrary, each party of this Agreement shall remain the owner of its BIP and nothing in this Agreement, save as specifically provided for herein shall be deemed to grant impliedly or otherwise, ownership of or rights of use to such BIP to any Party.

The ownership of FIP arising from a FTP or SP shall be mutually agreed by parties to an FTP or SP agreement, as the case may be.

## **ARTICLE V Invoices and Payments**

All invoices rendered by the Developer for the FTP shall be paid within twenty (20) days from date of invoice. All payments by Participant to the Developer shall be made in Singapore dollar currency.



All payments to the Developer shall be plus GST (for Singapore GST registered companies). In the event taxes or other governmental charges are levied by any country, Participant shall pay the same, and such taxes or other governmental charges shall not be deducted from the payments to the Developer.

## **ARTICLE VI Records**

ARTC or Developer shall keep adequate books, records, and other documentation to support invoices sent to Participants for membership and FTP services. ARTC or Developer will preserve all such books, records and other documents mentioned above for a period of not less than two (2) years following completion of a particular FTP.

## **ARTICLE VII Reports**

Each quarter during which the work on an FTP progresses, the Developer shall report in writing to each sponsoring Full Member in good standing information relating to the FTP. Upon completion of the FTP, the Developer shall prepare a final report for dissemination to each sponsoring Full Member in good standing.

## **ARTICLE VIII Confidentiality and Nondisclosure**

For a period of five (5) years following the date of the disclosure to it by a Participant, ARTC shall not publish or disclose to others, including other Participants without such Participant's prior written approval, any information which it learns from, or which is disclosed to it by reason of this Agreement or its work on the Project and which is proprietary and confidential

to such Participant, and is so identified in writing at the time of disclosure. This obligation of nonpublication and nondisclosure shall not apply to any item of such information which:

- (a) was available to the public by publication or otherwise, or was a part of the public domain at the time such information became known to ARTC; or
- (b) becomes available to the public by publication or otherwise or becomes a part of the public domain through no fault of ARTC after such information becomes known to ARTC; or
- (c) is or has been disclosed to a third party without the same or substantially the same obligations of nonpublication and nondisclosure as those imposed on ARTC hereby; or
- (d) was known to ARTC independently from the Project at the time it was disclosed to ARTC.

In case of a lawful government judicial, legislative or executive subpoena, order, or decree properly issued and served on ARTC by an authority having jurisdiction thereof forces ARTC to disclose confidential information, ARTC shall promptly notify the affected Participant(s), shall disclose only that minimum portion of Confidential Information that is legally compelled to disclose, and shall afford such Participant(s) all reasonable cooperation to the end that the proprietary and confidential nature thereof may be protected.

The provisions of this Article VIII shall apply correspondingly *mutatis mutandis* to any Participant, if ARTC provides proprietary and confidential information to such Participant, which is identified in writing as such at the time of disclosure.

The mutual understanding of Participant and ARTC is, that any exchanged information, which is not identified as confidential as described in sentence 1, may become part of any communication

within the Consortium, for example in minutes of meetings etc., which will be prepared and distributed by Consortium Manager ARTC or a Scientific Coordinator.

ARTC shall be entitled to disclose any Participant's confidential information to any ARTC Associate. For the purpose of this Agreement, "ARTC Associate" shall refer to the Agency for Science, Technology and Research ("A\*STAR"), Exploit Technologies Pte Ltd ("ETPL") or any other research institute or centre managed or funded by A\*STAR.

### **ARTICLE IX Open Source Software**

During the term that work on an FTP is being performed, the Developer will release additions to the ROS-Industrial software as open-source software under the business friendly Apache 2.0 license structure on Github.com. A description of the Apache 2.0 open source license may be accessed at <http://www.apache.org/licenses/LICENSE-2.0>. Open source release will benefit the Participants of the Consortium by engaging a broader community to test, debug and extend the work of the FTPs and the Consortium without additional cost to the Participants and thereby leveraging Participant investment in the Consortium. In case the sponsoring Full Members of a FTP have decided to hold the results within the FTP Team for a period of up to two years, the release as open-source software shall be postponed accordingly.

### **ARTICLE X Data Use**

Data generated during the term of each FTP, which is not or will not be open-source software under Article IX of this Agreement, will be released periodically by the Developer to the Participants by data releases or reports only if the FTP Team member/(s) who has created, generated or developed the data consents to the Developer releasing the data to the Participants

Neither the Developer nor any Participant shall publish or disclose to other third parties , test results, data, recommendations and analysis, or any other information contained in the data releases or reports prepared for the Participants save where such publication or disclosure is approved by the majority of the sponsoring Full Members of the FTP. Any such restriction shall not preclude the Participant from using such information in the normal conduct of its business, provided any third party receiving such information will be bound by the same restrictions as the Participant is bound to this Agreement. Information in the reports can be disclosed to third parties without a restriction of confidentiality during the period determined by the majority of the sponsoring Full Members of the FTP only after receiving the approval of a majority of the sponsoring Full Members of the FTP. With respect to copies of reports to be delivered to any Participant who is a government entity, the Developer shall edit out and not disclose any confidential or proprietary information of any other Participant, if any.

## **ARTICLE XI**

### **Collaborations and Communications**

It is the current intent of ARTC that the ROS-Industrial Consortium Asia Pacific enter into arrangements by collaboration agreement or memorandum of understanding with other consortia or entities interested in furthering research and development of the ROS-Industrial open source software, hereinafter referred to as “ROS Related Parties”. ARTC proposes that the arrangements between the ROS-Industrial Consortium Asia Pacific and ROS Related Parties be established to collaborate on mutually agreed ROS-Industrial open source software technical and development topics and to agree on projects to be conducted separately by each to provide the best value to the ROS-Industrial Consortium Asia Pacific, its members and the ROS Related Parties; to strive to maximize economic achievement of mutual interests and goals; and to avoid wasteful duplication of effort wherever possible, including the development of software with duplicative functionality.

In order to achieve these goals, the collaboration agreement with the ROS Related Parties and, if a consortium, the underlying member agreements, must provide, among other mutually beneficial terms and conditions, for the communication and sharing of information similar to that developed under this Agreement and the mandatory compliance with non-disclosure restrictions set forth in Articles VIII and X. By executing this Agreement, Participant is agreeing to the proposed collaborations, their goals and the described sharing of information developed under this Agreement in the framework described and authorizing ARTC to negotiate and execute a collaboration agreement between the ROS-Industrial Consortium Asia Pacific and any ROS Related Parties on terms and conditions to achieve these arrangements.

## **ARTICLE XII**

### **Advertising and Report Usage**

No advertising or publicity having or containing any reference, either directly or by implication, to ARTC or a Developer or any of its employees, agents or consultants, shall be made use of by any Participant or on its behalf unless the same first shall have been approved in writing by an authorized officer of ARTC or Developer. In the event any Participant shall distribute or use any report on an FTP issued by a Developer outside its own organization, in addition to restrictions imposed by Article X herein, such report shall be used in its entirety, unless an authorized officer of ARTC or a Developer shall first approve in writing a summary or abridgement of the same for such distribution or use. It is understood and agreed that the restrictions of this Article shall not preclude any Participant in good standing from making use of the final report prepared by the Developer at the close of the FTP, but only in its entirety, for the purpose of securing acceptance or approval of the subject matter of the FTP by any duly constituted governmental authority having jurisdiction thereof, or by any generally recognized or accredited standardizing committee or

organization. The obligations of this Article shall survive the termination of this Agreement whether such termination is by its terms or for cause. No advertising or publicity containing reference to the association of the Participants in the Consortium or the sponsoring Full Members of an FTP, shall be made use of by any Participant. Each Participant agrees that ARTC may use its name and logo in any communications, publicity or announcements concerning the membership and operation of the Consortium.

### **ARTICLE XIII** **Patentable Intellectual Property**

A Developer does not anticipate that there will be patentable intellectual property developed during the term of the Consortium and a Developer will not seek to protect by patent any software that will be released as open source software. However, in the event that other patentable intellectual property is developed by a Developer, the following shall apply:

- (a) Developer represents that each of its employees assigned to work on each FTP will have entered into an employment contract with Developer which provides for the assignment to Developer of all inventions of such employees which come within the terms of this Agreement.
- (b) Developer agrees that if, during the time this Agreement is in effect, any of its employees, while working on an FTP and as a result thereof, shall make an invention which relates exclusively thereto, Developer shall promptly make such invention (save for Developer's BIP) known to each Participant, subject to such Participants being bound by obligations of confidentiality as set out in Article VIII.
- (c) Developer agrees that it or its nominee will make application in Singapore in any case and additionally Asia Pacific and United States for Patent on any such invention falling within the terms of Article XIII(b) above only upon the request of

any Participant, provided that there is established at Developer an initial prepaid appropriation for such patent application and prosecution in an amount to be mutually agreed upon by Developer and those Participants who wish to obtain licenses under any patent issuing on such application, and provided that all of the costs incurred by Developer in connection with such application and prosecution and maintenance over and above such prepaid appropriation have been paid by such Participants. Developer or nominee shall retain title to such application and any patent issuing thereon. If a Participant has contributed its full share to all costs of such patent application, prosecution, and maintenance, and employee inventors fee, Developer or its nominee shall issue to it and to its subsidiaries a royalty-free, revocable for cause, non-assignable, nonexclusive license to use the licensed patent to make, have made for it, use, lease, and sell such licensed products based on mutually agreed terms provided that the foregoing shall not be deemed to imply an obligation of nonuse on any Participant in respect to the particular item of technical information or data contained in any such patent application. Each such license shall remain in effect as long as the licensee contributes its full share of all costs required for continuing maintenance of any such application and patent. In the event that at any time the payments to Developer hereunder are not sufficient to cover all the costs of maintaining any such application or patent, Developer or nominee may abandon the same forthwith and thereafter Developer shall be under no further obligation with respect thereto and may in its discretion continue to maintain any such applications or patents at Developer's sole expense and in that event Developer shall retain all rights of ownership and is released of any obligations to Participant for future licensing of the application or patent.

- (d) Upon the request of any sponsoring Full Member in good standing, Developer or its nominee shall make application or applications for Patent in the countries specified by the requesting Participant outside the countries mentioned in Article XIII(c) on any such invention falling within the terms of Article XIII(b) above, provided that there is established by the requesting Participant(s) an initial prepaid appropriation for such patent application, prosecution and maintenance and employee inventors fee in an amount to be mutually agreed upon by Developer and the requesting Participants who wish to obtain a license under any patent issuing on such application or applications and provided that all of the costs incurred by Developer and its nominee in connection with any such application, prosecution and maintenance over and above such prepaid appropriation have been paid by such Participant(s). Developer or its nominee shall retain title to such applications and any patents issuing thereon. If any Participant has contributed its full share of all costs of such patent application, prosecution and maintenance, and employee inventors fee, Developer or its nominee shall issue to it and to its subsidiaries a royalty-free, revocable for cause, non-assignable, nonexclusive license to use the licensed patent to make, have made for it, use, lease, and sell licensed products based on mutually agreed terms. Each such license shall remain in effect as long as the licensee contributes its full share of all costs required for continuing maintenance of any such application and patent. In the event that at any time the payments to Developer hereunder are not sufficient to cover all the costs of maintaining any such application or patent, Developer or nominee may abandon the same forthwith and thereafter Developer or nominee shall be under no further obligation with respect thereto or in its discretion continue to maintain any such



applications or patents at the Developer's sole expense and in that event Developer shall retain all rights of ownership and is released of any obligations to Participant for future licensing of the application or patent.

- (e) For purposes of this Agreement, a subsidiary of a Participant shall be any Singapore or foreign corporation in which such Participant owns or controls more than fifty percent (50%) of the stock entitled to vote for the election of directors.
- (f) If Developer has any dominant and relevant background patent or data rights and it determines such rights to be needed for full utilization of foreground data, inventions or discoveries developed under this Agreement, Developer or nominee agrees to make available to each sponsoring Full Member such background rights royalty-bearing under a separate agreement on mutually agreed terms unless other obligations entered into by Developer or its nominee preclude this.

#### **ARTICLE XIV Governing Law**

This Agreement shall be construed and the legal relationships between the parties determined in accordance with the laws of Singapore and the parties agree to submit to the non exclusive jurisdiction of the Courts of Singapore.

**ARTICLE XV**  
**Independent Contractor**

ARTC and Developer are not and shall not act or purport to act as an employee, agent, or representative of the Participants, but are and shall act as an independent contractor. The Participants shall not exercise any control over or direction of the manner in which ARTC and Developer performs any of its operations under this Agreement.

**ARTICLE XVI**  
**New Participants**

At any time after initiation of the ROS-Industrial Consortium Asia Pacific, additional organizations may become Participants, provided that each new Participant shall pay to ARTC the appropriate Consortium annual membership fee for the Consortium year in question and remain a Participant in good standing thereafter.

**ARTICLE XVII**  
**Consortium Advisory Committee**

A Consortium Advisory Committee (“CAC”) shall be formed and maintained for the purpose of providing appropriate liaison, review and recommendations related to the Consortium. The CAC shall be composed of one (1) representative from each of the Full Members in good standing, plus one (1) representative from ARTC. The CAC shall meet and have the rights and responsibilities as set forth in Appendix 1 attached hereto and incorporated by reference.

**ARTICLE XVIII**  
**Transfer of Rights and Obligations**

ARTC is a research centre of SCEI funded and managed by the Agency for Science, Technology and Research (“A\*STAR”). As soon as the ROS-Industrial Consortium Asia Pacific is established and the tasks may be reduced to the coordination of the ROS-Industrial Consortium Asia Pacific, ARTC may transfer its rights and obligations under this Agreement either to a Participant, or to a third party, which is qualified to diligent implementation of the tasks of this Agreement. ARTC shall inform the Participant in advance of the intended transfer. Participant agrees to the transfer of rights and obligations and the change of the contracting party under the provision of complete transfer of all rights and obligations. The transfer will be settled by letter of notification issued by ARTC and its successor.

**ARTICLE XIX**  
**Arbitration of Disputes**

Any and all disputes arising in connection with this Agreement which cannot be settled by negotiation between the parties hereto shall at the request of either or both parties be submitted to Mediation. If Mediation is not successful, any dispute arising in connection with this Agreement shall be submitted to the competent courts of Singapore.

Notwithstanding the foregoing, nothing in this Article shall be construed to waive any rights or timely performance of any obligations existing under this Agreement.

**ARTICLE XX**  
**Warranty and Disclaimers**

Developer warrants that it will perform the services under this Agreement and any separately agreed FTP with the degree of high professional skill and sound practices and judgment which is normally exercised by recognized professional firms with respect to services of a similar nature.

However, neither ARTC and Developer, unless otherwise agreed in a FTP, nor anyone acting on its behalf:

- (a) MAKES ANY WARRANTY OR REPRESENTATION, EXPRESS OR IMPLIED, WITH RESPECT TO THE ACCURACY, MERCHANTABILITY, FITNESS FOR PURPOSE, COMPLETENESS, USEFULNESS OR RELIABILITY OF DATA, SOFTWARE , CODES, BIP, FIP OR OTHER INFORMATION (I) FURNISHED TO IT BY ANY THIRD PARTY; OR (II) FURNISHED BY IT TO ANY PARTY, PARTICIPANT OR ANY THIRD PARTY
  
- (b) TO THE FULLEST EXTENT PERMITTED BY LAW ASSUMES ANY LIABILITY FOR DIRECT, FORESEEABLE OR CONSEQUENTIAL LOSS, COST OR DAMAGE RESULTING FROM DEATH, PERSONAL INJURIES, LOSS OR DAMAGE TO PROPERTY, OR IMPAIRMENT OR DAMAGE TO ANY RIGHT, INCLUDING, BUT NOT BY WAY OF LIMITATION, THE RIGHT TO BE PAID FOR LOSS OF TIME, , LOSS OF SERVICES, OR ATTORNEYS' FEES AND OTHER EXPENSES INCURRED, ARISING OUT OF OR AS A CONSEQUENCE OF THE SERVICES PERFORMED OR THE USE OR MISUSE OF ANY DATA, SOFTWARE, BIP, FIP, CODES OR OTHER INFORMATION RESULTING FROM , WHETHER DIRECTLY OR INDIRECTLY THIS AGREEMENT OR ANY FTP.

Nothing in this Agreement shall be construed as a warranty or representation by ARTC or any Developer :

- a) the Data, BIP, FIP, codes, software or information provided to any third party or any Participant ; or
- b) that anything made, used, sold or otherwise disposed of in connection with the Data, codes, software, BIP, FIP or information provided by it to any third party or Participant

is or will be free from infringement of intellectual property rights of any third party; or

NOTWITHSTANDING ANY PROVISION TO THE CONTRARY, THE TOTAL AGGREGATE LIABILITY OF ARTC HOWSOEVER ARISING WHETHER UNDER CONTRACT, TORT OR OTHERWISE:

- (a) UNDER THIS AGREEMENT SHALL BE LIMITED TO THE AMOUNT OF MEMBERSHIP FEES RECEIVED BY ARTC FROM THE PARTICIPANT UNDER THIS AGREEMENT AS SET OUT IN ARTICLE III HEREOF; AND
- (b) UNDER ANY FTP OR SP SHALL BE LIMITED TO THE AMOUNTS AS SPECIFICALLY SET OUT IN ANY FTP AGREEMENT OR SP AGREEMENT, AS THE CASE MAY BE

Notwithstanding any provision to the contrary, ARTC shall not be liable to any Participant or third party for indirect, special, incidental, loss of profits or pure economic loss.

## **ARTICLE XXI Termination**

Either Party may terminate this Agreement with three (3) months prior written notice, without assigning any reason therefor.

If: (a) any Participant breaches any provisions of this Agreement and does not or cannot remedy such breach within thirty (30) days of receiving a written notice of such breach from ARTC or (b) any Participant shall go into bankruptcy (for individuals) or liquidation (for entities) except for the purposes of a bona fide reconstruction or amalgamation (collectively and separately a “Default”, and the Participant in such default referred to as “**Defaulting Participant**”), then ARTC shall be entitled to forthwith terminate such Defaulting Participant’s membership.

Upon termination of this Agreement however caused pursuant to Articles III or XXI the Participant shall promptly return to ARTC (or, at ARTC’s instructions, destroy) all of ARTC’s Confidential Information and BIP in its possession except for one copy for information or materials required to be retained by law or to ensure determination and compliance with continuing confidentiality obligations herein.

Articles VIII, IX, X, XII, XIV, XX, XXI and XXII shall, continue in full force and effect and in accordance with their terms notwithstanding expiry or termination of this Agreement.

## **ARTICLE XXII Export Compliance**

Each Participants expressly assures ARTC and Developer that it shall comply with all Singapore export control laws, and its own local export control laws and any export control restrictions or regulations as set out in SP or FTP project agreements.

In the event that any information, data, software or IP provided by any Participant (“disclosing Participant”) to another Participant (“receiving Participant”) or ARTC pursuant to this Agreement, FTP or SP is subject to any export control restrictions, the disclosing Participant shall ensure that all export control restrictions are clearly identified and accepted by the receiving Participant/(s) or ARTC, as the case may be prior to the provision of such information, data, software or IP.

Participant agrees that neither unpublished technical data nor any hardware involved in this transaction furnished by ARTC and/or Developer to Participant, and no direct product thereof, will be furnished or made available by Participant to any third party except in accordance with the applicable laws and regulations of the respective/relevant country then in force.

**ARTICLE XXIII**  
**Contracts (Rights of Third Parties)**

Save to give effect to the rights accruing to ARTC’s Associates, the Parties do not intend that any term of this Agreement should be enforceable by virtue of the Contracts (Rights of Third Parties) Act (Cap. 53B) or otherwise, by any person who is not a party to this Agreement.

**ARTICLE XXIV**  
**Integration**

This Agreement embodies the entire agreement between the parties with respect to the subject matter hereof and all previous oral or written negotiations, representations, agreements and understandings are merged into, extinguished by and completely expressed by it.

EXECUTED on behalf of each of the parties hereto by its authorized officer or officers respectively on the date indicated.

**ARTC**

By: \_\_\_\_\_

Name: \_\_\_\_\_

Title: \_\_\_\_\_

Date: \_\_\_\_\_

**(PARTICIPANT'S NAME)**

By: \_\_\_\_\_

Name: \_\_\_\_\_

Title: \_\_\_\_\_

Date: \_\_\_\_\_



## APPENDIX 1

### PROCEDURES AND POWERS OF THE CONSORTIUM ADVISORY COMMITTEE (CAC)

- A. Meetings of the CAC shall be called by ARTC, with at least fourteen (14) day notice, twice per Consortium year, to be held approximately in the fifth and eleventh months of each Consortium year.
- B. Each Full Member and ARTC has the right to nominate representatives to attend meetings of the CAC as specified in Article II.
- C. Each Full Member shall be provided with reasonable advance notice with such information on the technical and financial status of the Consortium and any FTPs and SPs as may be necessary to carry out the activities described in item E below.
- D. ARTC, as Consortium Manager, shall normally act as Chairman of any CAC meeting. At the request of any Full Member or at by ARTC's option, another Full Member may be requested to act as Chairman. In such case the Full Members shall appoint a chairman of the CAC for that meeting from among the representatives present.
- E. The Full Member during a CAC meeting shall have the power:
  - 1. by majority decision to:
    - a. Decide on changes in or re-define the scope of the Consortium Mission or any modification that can be accommodated within the available funds in accordance with Article III of the Agreement.
    - b. Approve the ROS-Industrial Roadmap at least annually.
    - c. Review results of FTPs (so long as this is acceptable to the sponsoring Full Members of the FTPs) and SPs.
    - d. Determine use of additional participation fees received in accordance with Article III and Article XVI of the Agreement.

- e. Request additional meetings of the CAC.
- f. Advise ARTC on suggested changes to or propose new collaborations pursuant to Article XI.

2. by unanimous decision to:

- a. Decide on changes to the Consortium participation fees in accordance with Article III of the Agreement.
- b. Determine the dissemination of Consortium, Focused Technical Project(s) and Strategic Project(s) information and results throughout term of the Consortium and confidentiality period in accordance with Article IV, Article VIII, and Article X of the Agreement.
- c. Decide on changes to the fee sharing arrangement and structuring for Focused Technical Projects and Strategic Projects in accordance with Article IV of the Agreement.

F. For the purpose of item E above, “majority” shall mean a majority of all of the votes available to be cast by Full Members and “unanimous” shall mean all Full Members.

G. Valid decisions can only be made if at least two thirds of the Full Members of the Consortium are represented at such a meeting.

H. Each Full Member representative and the ARTC representative shall have one (1) vote in any year of the Consortium. Associate, Research, and Government Members serve an advisory role only and shall have no vote in any CAC decision.

I. In the case of an equality of votes the chairman shall have a second or casting vote.

J. Travel, lodging and time costs incurred by the representatives of the Participants in connection with the CAC meetings shall be borne by the respective member of the CAC.

- K. ARTC shall produce minutes of the CAC meetings and will distribute the minutes to all Participants in good standing.
  
- L. ARTC may call telephone meetings of the CAC from time to time to determine, any of the matters above, including but not limited to, Item E.1.d. above.
  
- M. Any changes necessary to the Consortium in accordance with Item E above may be made without a CAC Meeting, by ARTC issuing all Participants with an individual formal amendment to this Agreement for signature.