CC-Link Partner Association – Americas
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CC-Link Partner Association (CLPA) - Partner Membership Agreement

This Agreement sets forth the procedure to obtain membership in the CC-Link Partner Association (hereinafter, "CLPA") and stipulates the rights and obligations of CC-Link Partner Association partner members who enrolled according to this Agreement (hereinafter "Member").

1. Applicable Scope and Amendment of Agreement
   (1) This Agreement shall apply to cases where a Member obtains the CC-Link Family technology (defined in Article 6) from CLPA and uses the said CC-Link Family technology or where a Member develops, manufactures, sells, and/or uses CC-Link Family compatible products using the said CC-Link Family technology. In this Agreement, CC-Link Family shall hereafter refer to CC-Link IE (Field & Control), CC-Link, CC-Link/LT, and CC-Link Safety.
   (2) This Agreement shall become effective on November 1, 2000 and applies to Members enrolled in CLPA on or after November 1, 2000.
   (3) This Agreement shall apply to all the following four Members (Registered, Regular, Executive, and Board) specified in Appendix 1. However, the paragraph 1 of Article 6, paragraph 4 or 6 of Article 6, paragraph 3 of Article 7, and Article 8 shall not apply only to Registered Members (no cost membership).
   (4) In this Agreement, "fiscal year" means the period from May 1 to the following April 30.
   (5) This Agreement may be changed or terminated upon the approval based on the deliberation of the board of directors of CLPA.

2. Membership Requirement
   (1) A Member shall be a juridical person. An individual shall not be a Member unless otherwise approved by CLPA.
   However, only a member of the 'SEMI Equipment' committee or 'FI' Committee may be a Member as an individual.

3. Admission Procedure
   (1) To apply for membership, fill in and send the CC-Link Partner Association Membership Application Form. In response to an application, CLPA issues and sends the Membership Certificate to the applicant for membership. An applicant (juridical person) shall be a Member from the date when the Membership Certificate of CLPA is issued.
   (2) If the contents of application of a Member include false information, or the membership of a Member was removed in the past on account of, for example, infringement of the Membership Agreement, CLPA makes a judgment and may not approve the admission of the Member.

4. Valid Period of Membership and Withdrawal Procedure
   (1) The valid period of membership is from the date of issue of Membership Certificate to April 30 of the relevant fiscal year. When a notice of withdrawal is not given three months prior to the termination of membership, the valid term of membership is automatically extended for one year, and any associated due are required.
   (2) A withdrawal of a Member is completed by a written notice to CLPA at least three months prior to the termination of membership. In this case, money paid such as membership fees shall not be refunded.
   (3) If the valid period of membership and/or this Agreement ended for whatever reason, the paragraphs 1 and 2 of Article 7, Article 8, and Article 9, paragraphs 2, 3, and 4 of Article 10, and Article 11 or Article 15 shall be valid after the said valid period.

5. Removal of Membership
   (1) If a Member violates any of the following provisions, the membership may be removed. In this case, money paid such as membership fees shall not be refunded. CLPA shall not be liable for any damage arising from the removal of membership.
      1) Any provision of this Agreement is violated.
      2) It is found that the contents of the application include false information.
      3) Membership fees and/or conformance test fees are not paid within the due date specified by CLPA.
      4) It is found that a Member belongs to or has a close relationship with an antisocial group.

6. Rights Held by Members and Rights Held by Members Continuously After Withdrawal
   (1) A Regular, Executive, or Board Member shall have the right to develop, manufacture, and sell CC-Link Family compatible products based on the right specified in paragraph 2 or 5 of this Article.
   (2) A Member shall have the right to receive the "CC-Link Family specifications" (hereafter, "Specifications"), prepared by CLPA for Members, without charge.
   (3) A Member shall have the right to use the Specifications and relevant technical information associated with the Specifications (all information disclosed by CLPA, including not only visible materials but also information verbally disclosed or in other forms, hereinafter "CC-Link Family technology'') according to the conditions of this Agreement. With regard to a Registered Member, the right to receive the Specifications without charge is given. This right does not include the right for a Member to sublicense a third party.
   (4) A Member may display the applicable CC-Link Family logo without charge according to the format (including but not limited to the display method and display position) separately specified by CLPA, in selling its own CC-Link Family compatible products which uses the CC-Link Family technology and are certified according to the paragraph 3 of Article 7, in order to explain that the said products are the relevant CC-Link Family compatible products. In this case, the Member shall display the applicable CC-Link Family logo in a way that does not give the misunderstanding that CLPA guarantees the performance and quality of the Member's CC-Link Family compatible products. The specifications for displaying the CC-Link Family logo for recommended products are provided in Appendix 2.

(5) A Member may publish the names and specifications of CC-Link Family compatible products which the Member has developed, manufactured and/or sold on catalogs, Internet websites, etc. created by CLPA and associated with CC-Link Family. The method, range, and period of the publication shall apply to the specifications of CLPA.

(6) If a Member withdraws from the Regular, Executive, or Board membership or changes any of the said memberships to the Registered membership and/or membership is removed based on the Article 5 of this Agreement (hereafter, "Regular Member Withdrawal"), the Member (company) loses the right specified in the paragraph 1 or 5 of this Article of this Agreement at the time of withdrawal. However, the Member still holds the following rights.

1) Selling products in stock at the time of Regular Member Withdrawal
2) "Displaying the CC-Link Family logo" associated with products already manufactured or sold at the time of Regular Member Withdrawal

7. Member's Obligation

(1) Confidentiality

1) A Member shall not disclose or leak the CC-Link family technology provided by CLPA to a third party; provided, however, that this shall not apply to cases where a Member needs to disclose the CC-Link family technology to a subcontract manufacturer. In the cases where disclosure of the CC-Link family technology is necessary, a Member shall give the same responsibility, which is stipulated in this paragraph and paragraph 2 of this Article, to the subcontract manufacturer, and shall share the liability with the subcontract manufacturer for any act of the subcontract manufacturer.
2) The specification in the preceding item does not apply to any of the following items.
   A) Technology already in the public domain when coming to the Member's knowledge
   B) Technology disclosed to the public after coming to the Member's knowledge for reasons not attributable to the Member
   C) Technology already obtained by the Member when coming to the Member's knowledge
   D) Technology developed by the Member without the use of technical information
   E) Technology legally obtained by the Member from a third party who independently developed the technology without the use of technical information

(2) Use of CC-Link Family technology

1) A Member shall use the CC-Link Family technology only for integration to CC-Link Family compatible products used in CC-Link Family.
2) A Member shall not copy, change, or modify the CC-Link Family technology (Specifications in the case of a Registered Member) unless otherwise approved by a written notice given by CLPA; provided, however, that this shall not apply to cases where a Member makes a copy for use in the office and a subcontract manufacturer in the purpose of use in development or development planning.
3) When a Member displays the name "CC-Link Family" on original catalogs, manuals, Internet websites, etc., the name shall conform to the format (including but not limited to the format, display method, and display position specified by CLPA based on the paragraph 4 of Article 6 of this Agreement) separately specified by CLPA.

4) All or part of the rights approved by CLPA based on this Agreement shall not be made the subject of other rights by, for example, transferring, subleasing, or giving as a security to a third party.

(3) Taking Conformance Test

1) If a Member has developed a CC-Link Family compatible product using the CC-Link Family technology, the Member shall take and pass the conformance test administered by CLPA before selling the products for use by a third party.
2) If CLPA judged that the product satisfies the common specifications of CC-Link Family specified by CLPA, CLPA issues a certificate to the Member.
3) If a Member would like to take the retest on products judged by CLPA to fall short of the common specifications of CC-Link Family specified by CLPA, the Member does not need to pay an additional test fee.
4) The conformance test is intended to check that the common specifications of CC-Link Family specified by CLPA are satisfied. Certifications for the conformance test by CLPA do not guarantee the performance and quality of Members' CC-Link Family compatible products.

(4) Safety assurance export control

A Member shall observe the Foreign Exchange and Foreign Trade Act when exporting the CC-Link Family technology and the CC-Link Family compatible products. Additionally, a Member shall not use the CC-Link Family technology and CC-Link Family compatible products for mass-destruction weapons, etc., and shall not directly or indirectly provide or export the CC-Link Family technology and CC-Link Family compatible products in cases where the technology and products would be explicitly or possibly used for mass-destruction weapons, etc.

(5) Personal information protection

1) Personal information disclosed to Members by CLPA shall be used for the sole purposes specified by CLPA at the time of disclosure, and for no other purposes, whatsoever. A Member provided with personal information by CLPA shall observe the Duties of Entities Handling Personal Information provided in the Act on the Protection of Personal Information in conjunction with the conditions of use stipulated by CLPA at the time of disclosure.
2) If an accident occurs on personal information provided to a Member by CLPA or there is a possibility of such an accident, immediately contact CLPA and deal with the accident under your own responsibility and at your own expense.

8. Membership Fee and Payment

(1) Annual fee

1) First year annual fee

A Member shall pay the first annual fee according to the bill issued by CLPA under the following conditions.

(i) Members whose Membership Certificates were issued in April:

A Member shall pay the annual fee specified for each Member in Appendix 1 in one payment by the end of the month following the month of issue of the bill.

(ii) Members whose Membership Certificates were issued in other than April:

A Member shall pay an amount of money calculated by multiplying the amount of the monthly fee specified in Appendix 1 by the number of months from the month of issue of the Membership Certificate to the last month of the relevant fiscal year, by the end of the month following the month of issue of the bill.

2) Annual fees in subsequent years

As annual fees in subsequent years, a Member shall pay the annual fees specified for each membership in Appendix 1 in one payment according to the bill issued by CLPA in the first month of each fiscal year.

(2) Initial fee (applied only to Board Members)

A Board Member shall pay the initial fee specified in Appendix 1 by the end of the month following the month of issue of the bill according to the bill issued by CLPA at the time of enrollment.

(3) Conformance test fee (not applied to Board Members)

A Member shall pay the conformance test fee as specified in Appendix 1 in one payment according to the bill issued by CLPA by the end of the month following the month of issue of the bill. With regard to Board Members, the conformance test fees shall be included in the annual fees. Board Members, therefore, do not need to pay the conformance test fees.

(4) Payment method

Payment of the annual fees and conformance test fees pertaining to this Article are to be deposited into a bank account to be communicated upon the delivery of the annual invoice.

9. Industrial (Intellectual) Property Rights

When a Member creates a new invention, device, or design based on the CC-Link Family technology provided by CLPA, the patent right and design right, (including the rights to receive these) belong to the Member who performed the creation.

When CLPA needs the practice of the relevant patent right and design right (including the rights to receive these), the Member and CLPA hold discussions on how to handle the rights.

10. Warranty

(1) The Specifications held by CLPA are provided on demand for provision from Members on an ***AS IS*** basis without warranty.

(2) A Member shall use the CC-Link Family technology under its own responsibility and hold CLPA harmless. CLPA shall not be liable to a Member using the CC-Link Family technology for the performance, quality, and safety of its CC-Link Family compatible products in conjunction with its technical, economic, and other matters (including but not limited to product liability).

(3) The specifications in this Article stipulate all the liabilities of CLPA, including the defect liability covered in law. CLPA, therefore, shall not be liable for any damage including direct, indirect, and special damages pertaining to this Agreement, irrespective of whether the damage is predictable by CLPA.

(4) If a dispute or possibility of a dispute arises from a third party's claim of industrial property rights, copyrights, or other rights over a Member's CC-Link Family compatible product using the CC-Link Family technology and/or over the materials relevant to the said CC-Link Family compatible product (including but not limited to proposals catalogs, manuals, and Internet

websites), the Member shall settle the dispute under its own responsibility and at its own expense. CLPA, however, cooperates with the Member by mean of, for example, providing information if CLPA deems it necessary.

11. Membership Certificate

A Member shall be liable for the management and use of its member's name and membership number written on the Membership Certificate and hold CLPA harmless. Because the member's name and membership number are verification information for identifying the Member in inquiry by telephone, etc., take special care not to misuse them and to avoid abuse by a third party.

With regard to the member's name and membership number, CLPA shall not be liable for any misuse by the Member or abuse by a third party.

12. Decision-Making Body in CLPA Operation

The supreme decision-making body in CLPA operation shall be the board of directors. The operation of the board of directors is stipulated in the CC-Link Partner Association (CLPA) Activity Working Group Articles.

13. Agreement Jurisdictional Court

When the need to bring an action to the court arises pertaining this Agreement, the Tokyo Distinct Court shall be the agreement jurisdictional court.

14. Agenda

Any question arising from items not specified in this Agreement or each specification in this Agreement shall be settled through discussions by CLPA and the relevant Member. CLPA holds the right to make the final interpretation unless contrary to the express provision of this Agreement.

15. CLPA Antitrust Guideline

All Members of the CC-Link Partner Association (CLPA) and participants in any task force/committee/subcommittee/working group have certain obligations to ensure the fair development of standards and industry best practices. All Members are subject to and agree to comply with the CLPA Antitrust Guidelines attached to this Agreement as Appendix 3. All Members are responsible for compliance with applicable laws, rules and regulations, including antitrust and competition laws. Members and participants must be sensitive to and avoid any practices and situations that may give rise to antitrust issues or even present the appearance of an antitrust violation; such as, but not limited to, a discussion about pricing, costs, customers, products or territorial allocation, or other anti-competitive practices. In the event of such a case or situation, all participants must immediately express their disagreement with, and disassociate themselves unequivocally from, the discussion. In all aspects of its operations, CLPA shall endeavor to conduct itself in compliance with all applicable laws, antitrust practices and high ethical standards.

16. Contact Information of CLPA

CLPA-Americas:

(847) 478-2647

If you have questions, please call the CC-Link Partner Association (CLPA) Director and/or Manager at (847) 478-2647 or message Info@CCLinkAmerica.org.

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Appendix 1

"CLPA Membership" and "Rights and Fees by Membership Category"

Rights and Fees			Membership Categories: Registered Member	Regular Member	Executive Member	Board Member	Remarks
The right to obtain the CC-Link Family specifications			Yes				Provided at no cost
The right to develop, manufacture and sell CC-Link Family compatible products			No	Yes			This is the right granted to developers and/or Member manufacturers. It does not regulate the resale of products.
The right to use the CC-Link Family technology			No	Yes			
The right to use the CC-Link Family Logo(s)			No	Yes			
The right to publish the information on the Member's own manner and in the CLPA's product catalog and Internet website			No	Yes			Published at no cost
Annual Fees			No Cost membership	$1000	$2000	Contact CLPA	
Initiation Fee			No Initiation Fee			Contact CLPA	
Conformance Test Fees (per product)	CC-Link	- Network Wiring Components - Remote Device Station - Remote I/0 Station - Intelligent Device Station - Master / Local Station	N/A	Product dependent – Contact CLPA		No Charge – included in annual fees	
	CC-Link/LT	- Master Station - Remote I/0 Station					
	CC-Link IE Control	- Control Station - Normal Station	N/A	Product dependent – Contact CLPA		No Charge – included in annual fees	
	CC-Link IE Field	- TCM[*1]/Local Station - Intelligent Device Station					
	CC-Link IE Field Basic	- Master Station - Slave Station					
	Certified Software Product	- SLMP[*2] Compatible Products					
Recommended Product Test Fees (per product)	CC-Link IE Control	Network Wiring Components	N/A	Product dependent – Contact CLPA		No Charge – included in annual fees	
	CC-Link IE Field						

[*1] – TCM = Transmission Control Manager (Network Controller)

[*2] – SLMP = Seamless Message Protocol

(Applicable Tax not included)

Appendix 2

1. CC-Link Family Logo for Recommended Products
   (1) A Regular, Executive, or Board Member may display the applicable CC-Link Family logo without charge according to the format (including but not limited to the display method and display position) separately specified by CLPA, in selling its own CC-Link Family recommended products certified according to the recommended product test specifications, in order to prove that the said products are the relevant CC-Link Family recommended products. In this case, the Member shall display the applicable CC-Link Family logo in a way that does not give the misunderstanding that CLPA guarantees the performance and quality of the CC-Link Family recommended products.
   (2) A Member may publish the names and specifications of CC-Link Family recommended products which the Member has developed, manufactured and/or sold on catalogs, Web pages, etc. created by CLPA and associated with CC-Link Family. The method, range, and period of the publication shall apply to the specifications of CLPA.

Appendix 3

CC-LINK PARTNER ASSOCIATION (CLPA) ANTITRUST GUIDELINES FOR MEETINGS

To minimize the possibility of antitrust problems, the following guidelines should be followed at all meetings of the CC-Link Partner Association (CLPA) board and committee meetings and all CLPA sponsored conventions, trade shows, training seminars, best practices discussions, conferences, colloquiums, and task force and working group sessions. These guidelines are not designed to provide definitive answers to specific legal questions. Rather, their purpose is to make readers sensitive to the practices and situations that can give rise to antitrust issues.

Procedures for Meetings

1. Meetings should be held only when there are proper items of substance to be discussed which justify a meeting.

2. In advance of every meeting, a notice of meeting, along with an agenda, should be sent to each member of the group. The agenda should be specific and such broad topics as “marketing practices” should be avoided.

3. Participants at the meeting should adhere strictly to the agenda. In general, subjects not included on the agenda should not be considered at the meeting.

4. If a member brings up a subject of doubtful legality for discussion at a meeting, he or she should be told immediately the subject is not a proper one for discussion. The CLPA staff representative or any member present who is aware of the legal implications of a discussion of the subject should attempt to halt the discussion. If the subject of prices, costs, or other competitive practices is raised by others at the meeting, participants must disassociate themselves unequivocally from the discussion. If necessary, participants must leave or halt the meeting.

5. Minutes of all meetings should be kept by the CLPA and distributed to meeting participants. Minutes should summarize accurately the actions taken at meetings, if any. Minutes should not contain comments made by particular meeting participants because of the potential for incompleteness or inaccuracy in attempting to report precise remarks.

6. A CLPA attorney or other staff member should attend all meetings. During any discussion between meeting participants that occur outside the formal meeting, the guidelines contained in the next section – "Topics to Avoid at Meetings" – must be followed.

7. Members should not be coerced in any way into taking part in CLPA activities.

8. It is essential that members cooperate with CLPA counsel, particularly when counsel has ruled adversely about a particular activity or topic of discussion.

Topics to Avoid at Meetings

The following topics are some of the main ones that should not be discussed at meetings attended by CLPA members or staff, including meetings or other gatherings sponsored by organizations independent of CLPA:

1. Current or future prices of competitors.

2. Matters related to prices, such as discounts, credit terms, profit levels, or volume of production or service.

3. Wage and salary rates, equipment prices, or other actual costs of individual companies, since these costs are an element of price.

4. Dividing up, allocating, or rationalizing markets, bids, geographic areas, types of business, or customers among competitors.

5. Refusals to deal with suppliers, customers, or other competitors. For example, if a group of _____ were to agree to boycott a supplier of _____ for the purpose of forcing that supplier to lower its prices, such an agreement could run afoul of the antitrust laws. Critiques of supplier products or customer practices can also raise the risk of being construed as an unlawful group boycott, and should be conducted only after consultation with counsel. Such discussions may be permissible where efficiencies will be achieved through the exchange of ideas and where precautions are taken to avoid the inference of an agreement to deal with suppliers or customers only on certain terms.

"Best-Practices" Discussions

The following guidelines should be applied to any "best-practices" discussion:

1. All discussions of industry practices should involve an attempt to reduce costs or realize some other efficiency goal. Discussions should be limited to what is reasonably necessary to accomplish these legitimate goals.

2. As in other areas of CLPA activity, price and other competitively sensitive terms of trade should not be discussed in the "best-practices" context. Specific present or future competitive plans and strategies of individual companies should not be discussed, nor should specific customer information or specific companies' costs.

3. In discussing "best-practices", no agreement should be reached to use a particular practice, to deal with suppliers or customers on particular terms, or to exclude a member or other competitor for using a different practice.

4. To the extent possible, technical personnel of member companies, rather than marketing personnel, should be used to conduct "best-practices" discussions.

5. Prior to a "best-practices" discussion, an agenda should be prepared and reviewed by counsel. Minutes should be kept of all meetings at which "best-practices" are discussed. Should questions arise about the propriety of a "best-practices" discussion, the discussion should be discontinued until counsel can be consulted.

Patent Disclosure Statement

All participants in a CLPA task force/committee/subcommittee have certain obligations to ensure the fair development of standards or industry best practices. Participants in any group involved in the development of standards or recommended practices shall disclose to the CLPA Director and/or Manager and the relevant Study Group Chairman all patents or patent applications that are owned, controlled or licensed by the participant or the participant's employer when the participant reasonably believes such patent or patent application may become material to the standard being discussed or developed.

Further, any participant in CLPA meetings that is personally aware of the holder of any patent or patent application that is potentially material to the implementation of any of the proposed standard(s) or industry best practices under consideration by the group is encouraged to disclose this information directly to the CLPA Director and/or Manager.

Disclosure shall include, to the extent practicable and known, information concerning the patent, including but not limited to the identity of the patent holder or applicant, the patent's number, and information detailing how the patent or patent application is material to the standard being developed.