MPM Consortium â?? Terms & Conditions

Description

1. Purpose and Scope

These Terms & Conditions (â??T&Csâ?•) govern participation in the Mechanical Power Module Consortium (â??MPMCâ?• or â??Consortiumâ?•), including access to Consortium materials, participation in working groups, contribution of technical content, voting rights, and use of Consortium intellectual property. By joining the Consortium, Members agree to comply with these T&Cs, the MPMC Charter, the IPR Policy, and all other formally adopted governance documents.

2. Membership Eligibility

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- Membership is open to organizations and individuals that support the mission of developing, maintaining, and promoting the Mechanical Power Module Standard (â??MPM Standardâ?•).
- The Consortium reserves the right to approve, deny, or revoke membership at its discretion based on alignment with Consortium objectives, compliance history, or conduct.
- Members must provide accurate organizational information and designate an authorized representative.

3. Member Obligations

Members agree to:

- Participate constructively in working groups and standards development activities.
- Provide timely, accurate, and nonâ??misleading technical contributions.
- Disclose relevant essential patents as required by the IPR Policy.
- Abstain from antiâ??competitive behavior, collusion, or market manipulation.
- Maintain confidentiality of nonâ??public Consortium materials.
- Pay all applicable membership fees, if any, by the deadlines established by the Consortium.

4. Consortium Materials and Access

- Members receive access to draft standards, technical reports, meeting minutes, and other Consortium documents.
- Access is granted solely for internal evaluation, implementation, or contribution purposes.
- Redistribution of nonâ??public materials is prohibited unless explicitly authorized.
- Public releases of standards or specifications will be governed by the Publication Policy.

5. Intellectual Property Rights

- All contributions to the MPM Standard are subject to the Consortiumâ??s IPR Policy.
- Contributors grant the Consortium a royaltyâ??free, worldwide license to incorporate contributions into the MPM Standard.
- Members retain ownership of their contributions but agree to necessary licensing commitments for implementers.
- Use of Consortium trademarks, logos, or certification marks requires prior written approval.

6. Confidentiality

- Members must treat all nonâ??public Consortium information as confidential.
- Confidential information may not be disclosed to third parties without written authorization.
- Obligations survive termination of membership for a period of five (5) years.

7. Conduct and Antiâ??Trust Compliance

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Members must:

- Follow all applicable U.S. and international competition laws.
- Avoid discussions of pricing, market allocation, production quotas, or other sensitive commercial topics during Consortium activities.
- Report any suspected violations to the Consortium Secretariat.

The Consortium may remove any Member engaging in prohibited conduct.

8. Working Group Participation

- Members may join working groups relevant to their expertise.
- Working groups operate under procedures defined in the Charter.
- Chairs may remove participants who disrupt proceedings or violate policies.
- Deliverables produced by working groups are subject to review and approval by the Standards Board.

9. Voting Rights

- Voting rights are determined by membership class (e.g., Full, Associate, Observer).
- Only Full Members may vote on ratification of standards.
- Voting procedures, quorum requirements, and ballot rules are defined in the Charter.

10. Fees and Payment

- Membership fees, if applicable, are nonâ??refundable.
- Failure to pay fees may result in suspension or termination of membership.
- The Consortium may adjust fees annually with 30 daysâ?? notice.

11. Termination and Suspension

Membership may be terminated for:

- Violation of these T&Cs or other Consortium policies.
- Failure to meet financial obligations.
- Conduct harmful to the Consortiumâ??s reputation or mission.

Upon termination:

- Access to Consortium materials is revoked.
- Confidentiality obligations remain in force.
- Voting rights and working group participation cease immediately.

12. Disclaimer of Warranties

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- Consortium materials, including draft and final standards, are provided â??AS IS.â?•
- The Consortium makes no warranties regarding accuracy, completeness, or fitness for a particular purpose.
- Members implement standards at their own risk.

13. Limitation of Liability

- The Consortium is not liable for any direct, indirect, incidental, or consequential damages arising from participation or use of Consortium materials.
- Total liability of the Consortium to any Member shall not exceed the amount of fees paid by that Member in the preceding 12 months.

14. Amendments

- These T&Cs may be amended by the Standards Board.
- Members will be notified of changes at least 30 days prior to their effective date.
- Continued participation constitutes acceptance of amendments.

15. Governing Law

These T&Cs are governed by the laws of the State of Colorado, without regard to conflictâ??ofâ??law principles.

16. Acceptance

By applying for membership or participating in Consortium activities, the Member acknowledges and agrees to these Terms & Conditions.

If you want, I can also generate:

- **A shorter â??clickâ??wrapâ?• version** for the membership application portal
- **A legally hardened version** suitable for external counsel review
- **A version aligned with ANSI, ISO, or IEEE SDO conventions**
- **A version integrated directly into your Charter**

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Author
admin

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