

Membership Agreement of the Standardization in Laboratory Automation Consortium ('SiLA')

Name of Member:

Address:

The Parties to this Agreement agree as follows:

1. Member acknowledges that it has received a copy of, read and understood the current SiLA By-Laws, SiLA organisation structure and SiLA leaflet, particularly the privileges and obligations attached to SiLA membership.
2. Member confirms that it qualifies to be a member with SiLA. SiLA's Membership Application is annexed to and forms part of this Agreement. Member represents and warrants that the details provided by it in the Membership Application are true and correct. Any change in the details should be communicated to SiLA in writing within 7 days.
3. Member shall, at all times, comply with the terms and conditions (as may be revised) of this Agreement as well as the SiLA "By-Laws" and the rules, policies and SiLA "Regulations for the Development and Adoption of Standards" as SiLA may adopt from time to time, which are incorporated by reference as if set forth herein in full. In particular, Member acknowledges its obligations to remain current at all times with due payments (as may be determined from time to time by SiLA).
4. Member agrees to comply with SiLA's intellectual property policy. In particular, Member agrees that:
 - a) It will acknowledge receipt of any notice from SiLA's board of directors which sets forth a standard that is under review by a technical working groups or that has been recommended to, or approved by, the User Review Committee (URC),
 - b) If and when it becomes aware that such a standard is covered by intellectual property which it owns or for which it has sought (or intends to seek) intellectual property protection, it will promptly notify SiLA's Vice-President Chief Technology Officer and the URC of the existence of such intellectual property,
 - c) It will agree to license such intellectual property on reasonable and non-discriminatory terms to any entity which wishes to include the SiLA standard in its products or use the SiLA standard as a user, and
 - d) If requested by SiLA, it shall provide the terms and conditions based on which it would offer such a license(s).
5. Member agrees to comply with SiLA's antitrust policies whereby SiLA intends to be fully compliant with national and international (to the extent applicable) antitrust laws. In this regard, Member (includes all its representatives) agrees that it shall not discuss any of the following topics at any meeting of SiLA or in any communication between the other members of SiLA:

- a) Prices (past, present, or future) charged by individual companies for products or services or the terms and conditions (including credit terms) under which they sell those products or services;
 - b) Sales or license terms or conditions set by or paid by Members for intellectual property rights or other inputs used in the production of goods or services (except to the extent that a Member is discussing or negotiating with SiLA, the terms under which it will license its technology for inclusion in a SiLA specification);
 - c) Changes or proposed changes in prices or license terms or conditions set by Members to any customer;
 - d) Internal methods, procedures, or means to establish prices or license terms;
 - e) Discounts, credit terms, minimum purchase commitments, discount schedules or levels, or maximum or minimum pricing;
 - f) Sales or marketing practices of any Member;
 - g) Any Member's proprietary information, including product development plans, trade secrets, or patent applications, except as necessary to comply with the obligations of SiLA's membership;
 - h) Any act, practice or conduct which could in any way be construed as an agreement among Members to boycott a particular supplier or customer (i.e., an agreement to refuse to deal with a particular supplier or customer) or constitute an agreement among members to control, limit or restrict any member's output, independent research, or product development plans; or an agreement to divide territories or customers.
6. This Agreement shall enter into force as of the date of signing by both Parties and acceptance of the membership application by SiLA's board of directors, who shall also confirm the Member's classification. Member understands and agrees that the membership class assigned to it is fixed for the duration of its membership with SiLA unless otherwise determined by SiLA's board of directors. Notwithstanding the above, Member shall be entitled to the privileges of its membership with SiLA only upon receipt by SiLA of the applicable annual membership fee and the one-time entry fee.
7. Membership may be terminated by Member upon 6 months prior written notice to SiLA's board of directors.
8. SiLA may terminate Member's membership because of non-payment of dues upon the expiration of a 60-day grace period after notification to the Member. During the grace period, the defaulting Member shall receive SiLA mailings and documents but may not participate in SiLA meetings, nor exercise voting rights (if applicable). In addition to the above, SiLA is also entitled to suspend the Member or terminate the Agreement for cause after giving the Member a hearing.
9. The termination of this Agreement shall not:
- a) Relieve the Member of the obligation to pay its annual dues for the running calendar year or any other charges due and unpaid, nor entitle the Member to a refund of dues already paid;
 - b) Release any Party from any obligation or liability which accrued to that Party prior to the date of termination; or
 - c) Limit or otherwise affect any other remedy that a Party may have arising out of the event that gave rise to the right of termination.

10. For the purpose of this Agreement, 'Confidential Information' shall mean all information disclosed to or obtained by one Party from the other Party or a third party acting on that Party's behalf and which is marked as confidential or which is otherwise of a confidential or commercially sensitive nature including but not limited to information relating to a Party's contracts, staff and business affairs. Each Party shall keep confidential and not disclose to any third party, other than for the performance of its obligations under this Agreement, the Confidential Information received by it from the disclosing Party. The provisions of this clause shall survive termination of this Agreement.
11. Member shall indemnify SiLA against any loss resulting to SiLA from a breach of this Agreement by Member. This clause shall survive the termination of this Agreement.
12. Member may assign its rights and obligations under this Agreement only after obtaining the prior written consent of SiLA. Amendments to this Agreement shall be valid only if they are in writing and signed by both Parties hereto. If any provision of this Agreement is declared invalid, illegal or unenforceable by a competent legal authority, such provision shall be severed from the Agreement and all other provisions of the Agreement shall remain in full force and effect.
13. No failure to exercise or delay in exercising any right or remedy under this Agreement by a Party shall operate as waiver thereof. No provision of this Agreement may be waived unless agreed to in writing by the waiving Party. The waiver of a breach of any provision of this Agreement shall not be deemed to constitute a waiver of any other or subsequent breach of the same or any other provision hereof.
14. This Agreement is governed by the laws of Switzerland. Disputes or claims arising out of or in relation to this Agreement shall be finally settled under the Rules of Arbitration of the International Chamber of Commerce by one arbitrator appointed in accordance with said Rules. The exclusive venue shall be St. Gallen, Switzerland.

List of Annexes:

- i. Membership Application; ii. SiLA By-Laws; iii SiLA Regulations; iv. SiLA Organization; v. SiLA Flyer

For Member:

Place; Date:

[Insert name]; (authorised signatory)

[Insert name]; (authorised signatory)

For SiLA:

Place; Date: Rapperswil;

[Insert name]; (authorised signatory)

[Insert name]; (authorised signatory)