

[English translation for the sake of convenience. Original written in Japanese language.]

# **Rules of the Standardization Committee**

**Camera and Imaging Products Association**

**General Incorporated Association**

## **Article 1 Definitions**

The terms used in these Rules of the Standardization Committee shall be defined as follows and, unless otherwise specified, have the same meaning as those defined in the Articles of Association:

- 1.1 “CIPA” means the Camera and Imaging Products Association, a general incorporated association registered under the laws of Japan.
- 1.2 “Board of Directors” means the board of directors of CIPA, formed pursuant to the Articles of Association.
- 1.3 “Equipment” means film cameras, digital cameras, and related devices, instruments and software.
- 1.4 “CIPA Standards” means the specific standards relating to the compatibility, interoperability or interconnectivity of the Equipment adopted by the Board of Directors pursuant to Paragraph 2 of Article 31 of the Articles of Association, provided, however, that other standards adopted by the Japan Industrial Standards Committee or other standardization organizations shall be excluded from the CIPA Standard.
- 1.5 “Standardization Committee” means the committee that is responsible for the establishment and promotion of the CIPA Standards and is established pursuant to Article 37 of the Articles of Association and the Rules on the Establishment and Management of Committees and Working Groups.
- 1.6 “Working Group” means a specific subordinate organization under the Standardization Committee, which is in charge of discussion and preparation of the draft of the CIPA Standards.
- 1.7 “Sub-Working Group” means a specific subordinate organization under a Working Group, which is in charge of discussion and preparation of the draft of the CIPA Standards.
- 1.8 “Sub-Working Group Participant Member” means a member of CIPA who participates in the discussions and preparation of the draft of the CIPA Standards in the Sub-Working Group.
- 1.9 “Intellectual Property Rights” means patents, utility model rights, design rights, trademark rights, copyrights, layout design rights and other intellectual property

rights including pending applications thereof throughout the world.

1.10 “Essential Intellectual Property Rights” means Intellectual Property Rights, which cannot avoid infringements when implementing CIPA Standards’ Mandatory Provisions.

1.11 “Third-Party Standard” means the specific standards relating to the compatibility, interoperability or interconnectivity of the Equipment, which are voluntarily discussed and prepared by any third party outside CIPA.

1.12 “Proposer” means a corporation, standardization body, or any other public or non-profit body that proposes a Third-Party Standard to CIPA.

1.13 “Mandatory Provisions” means the provisions stated as being mandatory (shall) without giving any conditions in the CIPA Standards.

## **Article 2 Purpose**

2.1 The purpose of these Rules of the Standardization Committee is to provide procedures in establishing the CIPA Standards and basic rules that the Standardization Committee, the Working Groups and the Sub-Working Group Participant Member shall abide by, and to ensure transparency, fairness and appropriateness in the processes of the CIPA Standards.

## **Article 3 Scope**

3.1 These Rules of the Standardization Committee shall apply to all the CIPA Standards, and the Standardization Committee, the Working Groups and the Sub-Working Groups, as well as the members thereof, unless otherwise provided by the Board of Directors.

3.2 The revision of these Rules of the Standardization Committee shall be subject to the approval of the Board of Directors.

## **Article 4 Standardization**

4.1 When a specific Working Group is established pursuant to a resolution of the Board of Directors, and a specific Sub-Working Group is established by the Working Group for the purpose of drafting the CIPA Standards, such Sub-Working Group shall prepare a standardization schedule and submit it, through the Working Group,

to the Standardization Committee, provided, however, that when standards are revised without the Working Group establishing a Sub-Working Group, the Working Group shall prepare the above-stated schedule and submit it to the Standardization Committee.

- 4.2 The Standardization Committee shall publicly announce the start of the drafting of the CIPA Standards, the schedule of the drafting, and other related items at the appropriate time.
- 4.3 The Sub-Working Group shall discuss and make the draft of the CIPA Standards and propose it, through the Working Group, to the Standardization Committee, pursuant to the direction of the Working Group. When CIPA Standards are drafted without the Working Group establishing a Sub-Working Group, the Working Group shall discuss and make the draft of the CIPA Standards, and propose it to the Standardization Committee.
- 4.4 In the following cases, the Working Group shall establish a Sub-Working Group, and shall have the Sub-Working Group draft CIPA Standards, regardless of whether drafting new CIPA Standards or revising existing CIPA Standards:
  - When including new Mandatory Provisions
  - When modifying, changing, adding, or deleting parts included in Mandatory Provisions goes beyond amending errors or amending notations that do not affect changes to existing details
- 4.5 The leader of the Working Group may consult with the sub leader and abolish the Sub-Working Group or change the name of the Sub-Working Group.

#### **Article 5-1 Statement**

- 5-1.1 When newly enacting CIPA Standards or when revising and including Mandatory Provisions in newly added parts in a specific draft of the CIPA Standards, of which the Sub-Working Group Participant Member has participated in the discussions and preparation and which has been proposed to the Standardization Committee pursuant to Section 4.3 above, each Sub-Working Group Participant Member shall submit a statement declaring (1) or (2) below to the Secretariat of the Standardization Committee, within the period fixed separately, whether or not it actually has Essential Intellectual Property Rights. The statement indicates the granting of licenses for Essential Intellectual Property Rights with respect to the version of the draft of the CIPA Standards at the time the statement is submitted, and if the draft is revised, the license shall continue to be

effective within the same scope.

- (1) to agree to grant licenses of the Essential Intellectual Property Rights, which the Sub-Working Group Participant Member currently has or may have in the future, to an adopter of the CIPA Standards, under reasonable and nondiscriminatory terms and conditions, only if such adopter implements the CIPA Standards;
- (2) to agree to grant licenses of the Essential Intellectual Property Rights, which the Sub-Working Group Participant Member currently has or may have in the future, to an adopter of the CIPA Standards, under royalty free and nondiscriminatory terms and conditions, only if such adopter implements the CIPA Standards.

5-1.2 Any license which the Sub-Working Group Participant Member agrees to grant as provided in (1) or (2) above, shall be subject to a reciprocal license for the Essential Intellectual Property Rights by the granter of the CIPA Standards to the Sub-Working Group Participant Member under the same terms and conditions in relation to the CIPA Standards, whether or not specified in the statement. The Sub-Working Group shall encourage all the Sub-Working Group Participant Members who have participated in the discussions and preparation of the draft of the CIPA Standards to submit the IP statement.

5-1.3 In the event the Sub-Working Group Participant Member fails to submit the statement as provided in Section 5-1.1 above and does not notify the Standardization Committee as provided in Section 5-1.4 below, such Sub-Working Group Participant Member shall be regarded as having chosen (1) of Section 5-1.1 above.

5-1.4 Notwithstanding the provisions of Section 5-1.1 above, in the event the Sub-Working Group Participant Member has the Essential Intellectual Property Rights in relation to a draft of the CIPA Standards, of which such Sub-Working Group Participant Member has participated in the discussions and preparation, and does not agree to grant any license, under the terms and conditions as provided in either (1) or (2) above, of its Essential Intellectual Property Rights, such Sub-Working Group Participant Member shall notify its denial of license to the Standardization Committee within the period as provided in Section 5-1.1 above.

5-1.5 Upon receipt of the notice as provided in Section 5-1.4 above, the Standardization Committee shall immediately direct the Sub-Working Group,

through the Working Group, to consider modifying the draft of the CIPA Standards.

5-1.6 The Secretariat of the Standardization Committee may disclose to any third party which option particular Sub-Working Group Participant Member has chosen between (1) or (2) above in the statement as provided in Article 5-1. The Secretariat of the Standardization Committee may also disclose to any third party specific contents or bibliographic information of the Essential Intellectual Property Rights disclosed by the Sub-Working Group Participant Member, such as its owners and registration numbers, subject to the prior written consent of such Sub-Working Group Participant Member.

5-1.7 CIPA shall, in principle, not be responsible for the specific terms and conditions of licenses covered in Section 5-1.1 (1) and (2) above.

#### **Article 5-2 Cases Not Requiring Submission of a Statement**

5-2.1 Notwithstanding the provisions of the preceding Article, even when Mandatory Provisions are included when newly enacting or when making revisions and adding new parts, in a specific draft of the CIPA Standards proposed to the Standardization Committee pursuant to Section 4.3 above, if the Standardization Committee decides that it is clear that Intellectual Property Rights infringements will not arise as a result of using the CIPA Standards even when such Mandatory Provisions have been enacted, added, or modified, the provisions relating to the submission of a statement prescribed in preceding Article 5-1 shall not apply. Cases in which the Standardization Committee determines that it is clear that Intellectual Property Rights infringements will not arise as a result of using the CIPA Standards means, for example, when the enactment, addition, or modification of Mandatory Provisions concerns:

- 1) Matters not relating to technology;
- 2) Matters concerning clearly well-known techniques that there is no possibility of acquiring rights to.

5-2.2 In the case provided for in Section 5-2.1, a Sub-Working Group Participant Member shall report to the Standardization Committee, either before or after enacting the relevant CIPA Standards upon being aware that they have Essential Intellectual Property Rights relating to the Mandatory Provisions in the CIPA Standards draft.

5-2.3 If, when the Standardization Committee made the decision prescribed in Section 5-2.1, a Sub-Working Group Participant Member did not make the above-stated report despite knowing that or neglecting to check whether they have Essential Intellectual Property Rights in the CIPA Standards draft or did not know that they have Essential Intellectual Property Rights while being aware that there is a high probability of having Essential Intellectual Property Rights, such Sub-Working Group Participant Member shall be deemed to have granted a license as provided for in (2) of Section 5-1.1 above for such Essential Intellectual Property Rights.

5-2.4 With respect to CIPA Standards for which a statement prescribed in Section 5-1.1 above is not submitted in accordance with the provisions of Section 5-2.1, if there are Essential Intellectual Property Rights relating to the CIPA Standards' Mandatory Provisions and if the existence of Essential Intellectual Property Rights held by a Sub-Working Group Participant Member who has participated in the discussions and preparation of the CIPA Standards is discovered after enactment, the Secretariat of the Standardization Committee shall request immediate submission of a statement provided for in Section 5-1.1 from the relevant Sub-Working Group Participant Member.

## **Article 6 Scope of Essential Intellectual Property Rights**

6.1 The owned Essential Intellectual Property Rights, referred to in Articles 5-1, 5-2, and 15, shall include those owned by corporations in which such party directly or indirectly has a majority of voting rights, corporations that directly or indirectly have a majority of the voting rights of such party (hereinafter referred to as "Governing Corporation") and corporations for which the Governing Corporation directly or indirectly has a majority of voting rights.

## **Article 7 Examinations of Essential Intellectual Property Rights**

7.1 In the event that Mandatory Provisions are newly added following the enactment or revision of drafts of the CIPA Standards discussed and prepared by the Sub-Working Group, the Sub-Working Group shall, within a period fixed separately, examine whether there are any Essential Intellectual Property Rights with regard to the Mandatory Provisions of the draft of the CIPA Standards, and report the results of the examination, through the Working Group, to the Standardization Committee.

7.2 In the event the Sub-Working Group finds third party's Intellectual Property Rights

in the examinations provided in Section 7.1 above, the Standardization Committee shall have the Sub-Working Group discuss and revise the draft of the CIPA Standards or shall obtain the statement as provided in Article 5-1 above from the owner of such Essential Intellectual Property Rights. In the event the Standardization Committee cannot obtain the statement from such owner, the Standardization Committee shall immediately direct the Sub-Working Group, through the Working Group, to consider modifying the draft of the CIPA Standards.

## **Article 8 Modifications of Essential Intellectual Property Rights**

- 8.1 In the event the draft of the CIPA Standards is modified as a result of the considerations as provided in Articles 5-1 and 7 above, or for any other reasons, the Sub-Working Group shall submit the modified draft of the CIPA Standards, through the Working Group, to the Standardization Committee, and the Standardization Committee shall, if necessary, once again conduct the procedures provided in Article 7 above.
- 8.2 In the event the modification of the draft of the CIPA Standards is impossible, the Sub-Working Group shall immediately notify such fact, through the Working Group, to the Standardization Committee. Upon receipt of the notice, the Standardization Committee shall direct the Sub-Working Group, through the Working Group, to modify the draft further or discontinue the standardization. In the case of the discontinuation of the standardization, the Standardization Committee shall propose the discontinuation to the Board of Directors for final resolution.

## **Article 9 Revisions**

- 9.1 After the Board of Directors adopts a draft of the CIPA Standards, the Standardization Committee may, if necessary, propose the establishment of the Working Group or reconstitution of the Working Group that drafted such adopted CIPA Standards, to the Board of Directors, in order to modify, revise or otherwise change such adopted CIPA Standards. In the event the Board of Directors decides to establish the Working Group or to reconstitute the Working Group, the Standardization Committee and the Working Group shall proceed with the modification, revision or other changes of such adopted CIPA Standards pursuant to these Rules of the Standardization Committee.
- 9.2 In the event the CIPA Standards are modified, revised or otherwise changed pursuant to Section 9.1 above, the Sub-Working Group Participant Members who

participated in such works shall submit the statement as provided in Article 5-1 above in relation to the modified, revised or otherwise changed CIPA Standards. The Sub-Working Group shall once again conduct the procedures provided in Article 7 above.

## **Article 10 Confidentiality**

10.1 No Sub-Working Group or Working Group Participant Member shall disclose or leak any information, which is disclosed by other Sub-Working Group or Working Group Participant Member during the course of the discussions and preparation of the draft of the CIPA Standards and which is in writing and designated as confidential at the time of disclosure (hereinafter referred to as “Confidential Information”), to any third party until a period of eighteen (18) months has passed since the enactment disclosure date for the CIPA Standards , or until the Board of Directors makes a decision as to whether to adopt the draft of the CIPA Standards, whichever is the earlier.

10.2 Notwithstanding as provided in Section 10.1 above, any Sub-Working Group or Working Group Participant Member shall have the right to file applications for industrial property rights for its own inventions and creations, and it shall not be considered a breach of Section 10.1 above to set forth in those applications Confidential Information, as may be necessary to describe completely the inventions or creations in accordance with the requirements of the applicable patent law of the relevant country.

## **Article 11 Withdrawal**

11.1 Any Sub-Working Group Participant Member that withdraws from a Sub-Working Group during the discussions and preparation of a draft of the CIPA Standards shall, even after their withdrawal, submit to the Standardization Committee a notice of the denial of license of the Essential Intellectual Property Rights for the draft of the CIPA Standards as provided in Section 5.4 above or the statement as provided in Section 5-1.1 or 5-2.4 above.

11.2 Any Sub-Working Group or Working Group Participant Member, who withdraws from the Sub-Working Group during the discussions and preparation of draft of the CIPA Standards, shall, even after their withdrawal, continue to comply with any obligation under these Rules of the Standardization Committee, which such Sub-Working Group and Working Group Participant Member agreed to comply with during such discussions and preparation.

## **Article 12 Notes for CIPA Standards**

- 12.1 In the event a Sub-Working Group finds the existence of Essential Intellectual Property Rights in Articles 5-1, 5-2 and 7 above, the Sub-Working Group and Working Group may describe in relevant documents of the CIPA Standards information regarding such Essential Intellectual Property Rights, such as owners and registration numbers and terms, and conditions of licenses.
- 12.2 Any Sub-Working Group and Working Group shall state in the relevant documents that the CIPA Standards are subject to revision, modification or other changes.

## **Article 13 Publication of CIPA Standards**

- 13.1 In the event the Board of Directors adopts a draft of the CIPA Standards according to Article 31 of the Articles of Association, the Standardization Committee shall publish specifications of the CIPA Standards at the appropriate time. If a statement prescribed in Section 5-1.1 is not submitted in accordance with the provisions of Section 5-2.1, the Secretariat of the Standardization Committee shall also announce that no statement has been submitted when publishing the relevant CIPA Standards.
- 13.2 The Standardization Committee may provide terms and conditions as necessary when distributing CIPA Standards.

## **Article 14 No Warranty and Disclaimer of Indemnity**

- 14.1 NEITHER CIPA NOR ANY OF ITS MEMBERS SHALL TAKE RESPONSIBILITY FOR ANY RESULT OF EXAMINATIONS PURSUANT TO ARTICLE 7 ABOVE, AND NEITHER CIPA NOR ANY OF ITS MEMBERS SHALL WARRANT TO CIPA'S MEMBERS NO-INFRINGEMENT OF ANY INTELLECTUAL PROPERTY WITH REGARD TO THE CIPA STANDARDS AND USE THEREOF, AND THE SCOPE, VALIDITY AND ESSENTIALITY OF THE ESSENTIAL INTELLECTUAL PROPERTY RIGHTS.
- 14.2 CIPA SHALL HAVE NO RESPONSIBILITY FOR THE TERMS AND CONDITIONS OF LICENSES WITH AN OWNER OF THE ESSENTIAL INTELLECTUAL PROPERTY RIGHTS REQUIRED IN ACCORDANCE WITH ARTICLE 5-1 AND 7, OTHER LICENSING NEGOTIATIONS AND THE RESULT OF SUCH NEGOTIATIONS.

14.3 NEITHER CIPA NOR ANY OF ITS MEMBERS SHALL GIVE ANY WARRANTY OF ANY KIND, EITHER EXPRESSED, IMPLIED, STATUTORY OR OTHERWISE, INCLUDING BUT NOT LIMITED TO ANY IMPLIED WARRANTIES OF MERCHANTABILITY AND FITNESS FOR PARTICULAR PURPOSE, WITH RESPECT TO THE CIPA STANDARDS.

14.4 IN NO EVENT SHALL EITHER CIPA OR ANY OF ITS MEMBERS BE LIABLE FOR ANY DAMAGES WHATSOEVER (INCLUDING WITHOUT LIMITATION, LOSS OF BUSINESS PROFITS, LOSS OF BUSINESS INFORMATION, LOSS OF BUSINESS INTERRUPTION OR OTHER COMPENSATORY, INCIDENTAL OR CONSEQUENTIAL DAMAGES) ARISING OUT OF ANY USE OF OR INABILITY TO USE THE CIPA STANDARDS EVEN IF EITHER CIPA OR ITS MEMBERS HAVE BEEN ADVISED OF THE POSSIBILITY OF SUCH DAMAGES.

14.5 NEITHER CIPA NOR ANY OF ITS MEMBERS SHALL TAKE ANY RESPONSIBILITY FOR ANY DISPUTES THAT ARISE OUT OF OR IN RELATION TO THE CIPA STANDARDS, OR THE USE OF THE CIPA STANDARDS.

14.6 THE DISCLAIMERS PRESCRIBED IN THIS ARTICLE SHALL ALSO APPLY IF A STATEMENT PRESCRIBED IN SECTION 5-1.1 IS NOT SUBMITTED IN ACCORDANCE WITH THE PROVISIONS OF SECTION 5-2.1.

#### **Article 15 Expedited Procedures**

15.1 When the Proposer makes a proposal on the Third-Party Standard to CIPA, the Standardization Committee may request the Board of Directors to establish the Working Group for discussion as to whether or not to adopt the Third-Party Standard as the CIPA Standards, or to refer such discussion to the existing Working Group. The Standardization Committee shall carry out the following procedures.

- (1) The Standardization Committee shall instruct the Proposer to clearly specify any party that has participated in the discussions and preparation of the Third-Party Standard (including those who have withdrawn from such discussions and preparation) and the purpose of the proposal.
- (2) The Standardization Committee shall instruct the Proposer to examine whether any party who has participated in the discussions and preparation of the Third-Party Standard (including the Proposer, and the same applies hereinafter in this

Item and in Item (5) have the Essential Intellectual Property Rights in relation to the Third-Party Standard, and report the results of the examination to the Standardization Committee. The Standardization Committee shall also instruct the Proposer to submit the statements as provide in Article 5-1 above, to the Standardization Committee, with respect to the Essential Intellectual Property Rights that such party currently has or may have in the future.

- (3) The Standardization Committee shall obtain confirmation from the Proposer as to whether the Third-Party Standard has been made public as appropriate pursuant to agreements, etc.
- (4) The Standardization Committee shall obtain confirmation from the Proposer as to whether any obligation of confidentiality is imposed with respect to the Third-Party Standard. If the Proposer desires to impose obligation of confidentiality with respect to the Third-Party Standard on CIPA and the Standardization Committee approves such desire, any party that has participated in the discussions on whether to adopt the Third-Party Standard at CIPA shall be subject to the obligation of confidentiality with respect to such Third-Party Standard as provided under Article 10 above.
- (5) The Standardization Committee shall obtain confirmation from the Proposer as to the implementation of the examination on the Essential Intellectual Property Rights owned by any third party other than the party that has participated in the discussions and preparation of the Third-Party Standard. In the event the Proposer finds any third party's Essential Intellectual Property Rights, the Standardization Committee shall have the Proposer obtain from such third party the Statement based on Article 5-1 above, and if the Proposer cannot obtain such IP Statement, the Standardization Committee shall take appropriate measures such as instructing the Proposer to modify the Third-Party Standard.

15.2 When the Working Group establishes the Sub-Working Group in relation to the Third-Party Standard as provided in Section 15.1 above, the Sub-Working Group shall discuss the Third-Party Standard and propose it as a draft of the CIPA Standards, through the Working Group, to the Standardization Committee. These Rules of the Standardization Committee shall apply to the Third-Party Standard that is regarded as a draft of the CIPA Standards.

15.3 When the Sub-Working Group discusses the Third-Party Standard pursuant to Section 15.2 above, the Sub-Working Group Participant Member shall submit the

Statements with respect to the Third-Party Standard pursuant to Article 5-1 above.

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