LDBC Membership Application/Renewal Form

Part 1 *Individuals and organizations*

Member ship category	Select one	
	Individual Associate member *no subscription fee*	
	Individual Board member *reduced rate annual subscription: €10*	
	Individual Board member *standard rate annual subscription: €150*	
	Non-commercial institution *annual subscription: €1000*	
	Commercial company *annual subscription: €2000*	
	Sponsor company/institution *annual subscription: €8000*	

Name		*Name of the individual or organization.* *This will appear on your membership invoice, if applicable.*
Postal address	Street address Postal Code Country	*This address will be shown on your membership invoice, if applicable.* *We will communicate with you via e-mail.*

If you are applying for **Individual membership**, also complete Parts 2 and 5.

If you are applying **on behalf of an organization**, also complete Part 3 and Part 5.

If you are agreeing to become a new director of LDBC, either as an Individual Board member or appointed by an Organization member. then also complete Part 4.

Part 2 *Individuals only*

E-mail address

Part 3 *Organizations only*

Admin. contact	Personal name	This name will also appear on your membership invoice.
	E-mail	
	Phone +	
Primary technical contact	Personal name	*Optional.*
	E-mail	
Appointment of a director [UK Companies Act 2006: Duties of directors](#)	**We are appointing a director** Our nominee director has countersigned this application below in Part 4. **We do not wish to appoint a director**.	*Organizations are entitled to appoint one director to the board of LDBC.*

Part 4 *Consent to be appointed as a director of LDBC, if applicable*

| Member of the LDBC's board of directors

DO NOT SIGN the Form APO1 or fill in any other sections.

Associate members don't need to fill out this part | If you are already a member of the LDBC board of directors then please do not fill in this part 4.

As the person named in the Attached **Form AP01** with sections 3, 4, 3a and 4a completed, I consent to act as a director of Linked Data Benchmark Council.

Signed

_____

Full name in block capitals

_____

Date

_____ |

Part 5 *Signature*

I hereby   **apply to join***   **confirm my continued membership***

of the Linked Data Benchmark Council

as   **an individual***   **on behalf of the organization named in Part 1 above***.

I agree to the terms of the LDBC Membership Agreement, which follows below.

please select one of the two options

Signature   _____

Full name   _____

Date   _____

Title/office/capacity *only if signing on behalf of an organization*

_____

LDBC Membership Agreement

Linked Data Benchmark Council ("LDBC")

This is the LDBC Membership Agreement referred to in the LDBC Membership Application/Renewal Form.

1. **Conditions of Membership**

   1.1.   It is a condition of being a Member of LDBC that all Members enter into and adhere to the following documents:

       1.1.1.   The LDBC Participation Agreement (appended to this Agreement) which incorporates:

           1.1.1.1.   LDBC Patent and Disclosure Rules; and

           1.1.1.2.   LDBC Contributor License Agreement (Organization or Individual depending on membership class) ("CLA"); and

       1.1.2.   Byelaws and Articles of Association of LDBC.

2. **Scope of Participation Agreement**

   2.1.   The Participation Agreement covers all activities undertaken by the Member in the context of membership of LDBC.

3. **Payment of Dues**

   To become an Associate Member, you agree to take part in activities of LDBC in support of its objects from time to time, and in return the Board has agreed to waive any annual subscription.

   To become any other class of Member, you agree to pay dues as set out in the membership application form, without setoff or deduction.

   3.1.   LDBC, in addition to any other rights it may have, may terminate this Agreement and your Membership upon 15 days' notice should you fail to pay dues on the due date.

   3.2.   Dues may become subject to VAT which will be added (if applicable) at the appropriate rate.

4. **Variation of this Agreement**

This Agreement may be varied by notice in writing from LDBC from time to time. Variations will normally be aligned with the end of the calendar year, issued before 1st December in any year and come into effect on 1st January in the following year. LDBC may in exceptional cases make changes at other times, in which case LDBC shall issue a notice of change with not less than 30 days' notice after which the change shall automatically come into effect.

5. **Termination and Effect of Termination of Membership**

A Member may terminate their membership immediately upon service of a notice to LDBC. LDBC may terminate this Agreement as set out in the Byelaws and/or Articles of Association of LDBC.

Termination of membership for any reason shall not affect any rights or obligations which have accrued to either party prior to termination. If Membership is terminated within 15 days after variation of this Agreement under clause 4 above, the rights and obligations so accrued shall be those which accrued under the terms of this Agreement prior to variation. This Agreement (and all agreements referred to in it) shall terminate upon termination of membership and vice versa.

LDBC Participation Agreement

1. It is a condition of being a Participant of LDBC that all Participants enter into and adhere to this Participation agreement, which incorporates the:

   1.1. LDBC Patent Disclosure and Licensing Rules; and

   1.2. LDBC Contributor License Agreement (Organisational or Individual depending on membership class) ("CLA")

   which are appended to this Participation Agreement

2. The Participant's activities may be limited to the scope of projects, working groups or other activities as determined by LDBC from time to time ("Scope"). The Participant's obligations under the Patent Rules are limited to the extent of the Scope, but the Scope does not limit their obligations under the LDBC Contributor License Agreement.

3. The Participant agrees to comply with the rules and terms of reference applicable to projects, working groups or other activities in which they participate as established or authorised by LDBC from time to time.

4. **Variation of this Agreement**

This Agreement may be varied by notice in writing from LDBC from time to time. Variations will normally be aligned with the end of the calendar year, issued before 1st December in any year and come into effect on 1st January in the following year. LDBC may in exceptional cases make changes at other times, in which case LDBC shall issue a notice of change with not less than 30 days' notice after which the change shall automatically come into effect.

5.   Termination and Effect of Termination of Participation

5.1.   A Participant who is not a Member of LDBC shall be entitled to terminate their participation immediately upon service of a notice to LDBC.

5.2.   Termination of this Participation Agreement for any reason shall not affect any rights or obligations which have accrued to either party prior to termination. If this Participation Agreement is terminated within 15 days after variation of this Agreement under clause 4 above, the rights and obligations so accrued shall be those which accrued under the terms of this Agreement prior to variation.

LDBC Patent and Disclosure Rules

1.   Definitions

1.1.   "Rules" means these Patent Disclosure and Licensing Rules as amended in accordance with the Byelaws of LDBC from time to time.

1.2.   "Work Charter" means a charter for the work of an LDBC Task Force or Working Group established in conformance with the Byelaws of LDBC.

1.3.   "Document" means a communication containing writing, diagrams, images or audio or visual recordings which can be apprehended directly by a person, and is not a source code module.

1.4.   "Contribution" shall mean any original work of authorship, including any modifications or additions to an existing work, that has been intentionally submitted to LDBC for inclusion in, or documentation of, any of the products, software, documentation, standards or test suites owned or managed by LDBC (the "Work"). For the purposes of this definition, "submitted" means any form of electronic, verbal, or written communication sent to LDBC or its representatives, including but not limited to communication on electronic mailing lists, source code control systems, and issue tracking systems that are managed by, or on behalf of, LDBC for the purpose of discussing and improving the Work, but

excluding communication that is conspicuously marked or otherwise designated in writing by the author "Not a Contribution."

1.5. "Code Contribution" means any Contribution in the form of software code.

1.6. "Document Contribution" means a Contribution which is a Document and, for the avoidance of doubt, is not a Code Contribution.

1.7. "LDBC Input Document" means a Document produced by an employee or agent of LDBC.

1.8. "LDBC Output Document" means a Document which incorporates either or both of a Document Contribution, in whole or in part, or an LDBC Input Document, in whole or in part, and is published by LDBC for use by non-members of LDBC.

1.9. A "Participant" is a party to the LDBC Participation Agreement, of which these Rules form a part.

1.10. "Participant Representative" is a individual Participant, or an employee or other individual agent of a Participant organization, who is a member of the Board of Directors or of a Task Force or Working Group or an ad-hoc working party or sub-committee of LDBC; and

1.10.1. takes part in oral and written discussions between Participants which it is reasonable to believe may lead to the creation or alteration of an LDBC Output Document; or

1.10.2. receives, creates, comments upon or amends Specification Inputs; or

1.10.3. makes Code Contributions to LDBC software projects.

1.11. "Represented Participant" for a given Participant Representative means that Participant Representative, if a natural person, or the Participant which employs or appoints as its agent that Participant Representative.

1.12. "Specification" means a Document which is a set of technical requirements describing observable behaviours of a program, library or service (an implementation), such that an implementation created by an author or provider will exhibit those behaviours in the same way as a second implementation created independently by another author or provider.

1.13. "Implementation" means an implementation as described in section 1.12.

1.14.   "LDBC Specification" means a draft or final version of a Specification which is or is intended to be published as an LDBC Output Document, or a contemplated, proposed or projected Specification which is intended to be published as an LDBC Output Document, together with any associated materials such as test suites and benchmarking suites, reference implementations and development tools.

1.15.   "LDBC Specification Input" means a part or the whole of a Document Contribution or of an LDBC Input Document which is incorporated in an LDBC Specification, or which it is reasonable to believe may be incorporated at some point in time in an LDBC Specification.

1.16.   "Third-Party Specification" means a draft or final version of a Specification which is or is intended to be published by a third party, or a contemplated, proposed or projected Specification which is intended to be published by a third party, for which Third-Party Specification Inputs are being produced by work conducted or managed by LDBC.

1.17.   "Third-Party Specification Input" means a part or the whole of a Document Contribution or of an LDBC Input Document or of an LDBC Output Document which is incorporated in a Third-Party Specification, or which it is reasonable to believe may be incorporated at some point in time in a Third-Party Specification.

1.18.   "Specification Input" means LDBC Specification Input or Third-Party Specification Input.

1.19.   "Approved LDBC Standard" means an LDBC Specification whose approval as a standard has taken effect on the expiry of the notice required to be given by Article 32.2 of the Articles of Association of LDBC.

1.20.   "Draft LDBC Standard" means any version of an LDBC Specification which is stated in a Work Charter as one, whose final form is intended to be approved as a standard in accordance with Article 32 of the Articles of Association, but has not yet been so approved.

1.21.   "LDBC Standard" means an Approved LBDC Standard or a Draft LDBC Standard.

1.22.   "Standards-Essential Patent" (abbreviated as "SEP") means claims of a patent or patent application, other than design patents and design registrations, issued or filed in any country, to which a Participant or its Affiliates or another third party has the right to grant licenses at any time during the term of the Agreement, and which would be necessarily infringed by all fully compliant and commercially plausible Implementations of an LDBC Specification or a Third-Party Specification Specification.

1.23.   "Instigating Document" means an LDBC Specification, or a Specification Input (were it to be incorporated in an LDBC Specification or a Third-Party Specification), which may cause an Implementation of that Specification to necessarily infringe one or more patents

1.24. "Notification" means a declaration made by a Participant which specifies:

    1.24.1. One or more Instigating Documents, noting which sections may cause an Implementation to necessarily infringe one or more patents.

1.25. "Disclosure" means a Notification which further specifies:

    1.25.1. The patent claims which it believes may be infringed by an Implementation of any LDBC Specification or Third-Party Specification which is or which incorporates or which would incorporate any of the specified Instigating Documents (giving the number(s) or other identifying information of the patent(s) or application(s) for each jurisdiction concerned); and

    1.25.2. Information about any license which it believes is or may be generally available to any third party in relation to such patent claims.

1.26. "Interim Patent License" means a grant of an Interim Patent license on the terms given in section A2.6 of Annexe A2 ("Standard Patent License Grant").

1.27. "Final Patent License" means a grant of a Final Patent license on the terms given in section A2.7 of Annexe A2 ("Standard Patent License Grant").

1.28. "Grant" means an Interim Patent License or a Final Patent License granted by a Participant to LDBC and implementers of one or more LDBC Standards which covers one or more SEPs required to implement those standards, whose terms are stated in Annexe A1 ("Standard Patent License Grant"), which is granted in conformance with section 3 of these Rules ("Voluntary Licensing of SEPs"), and whose coverage is given in a completed copy of that Annexe, executed as an agreement between LDBC and the Participant.

2. Notification and Disclosure of SEPs

2.1. As soon as a Participant Representative becomes aware of a potential patent infringement which arises or could arise from an Instigating Document then the corresponding Represented Participant is strongly encouraged (but is not obliged) to make either a Notification or a Disclosure.

2.2. As soon as a Participant Representative becomes aware of a patent which is or could become an SEP with respect to an LDBC Standard then the corresponding Represented Participant shall make either a DIsclosure or a Grant relating to that SEP. Such requirement to make a Disclosure shall be suspended for such time as there is place a Grant covering that SEP with respect to that LDBC Standard.

2.3.   A Participant is not required to conduct a review of the patents it holds and controls nor to conduct an external patent search to comply with its obligations under this section 2 of the Rules.

2.4.   A Notification or Disclosure is made by communicating a completed copy of Annexe A1 ("Standard Notification and Disclosure Form") to the LDBC Steering Committee.

2.5.   A Notification or Disclosure may be withdrawn by giving notice to the LDBC Steering Committee.

2.6.   The Steering Committee shall promptly notify all Participants and Participant Representatives of each Notification or Disclosure, and each withdrawal of a Notice or a Disclosure ("Withdrawal"), at the point when it is notified to LDBC, and Participants shall have access at all times to an up-to-date register of Notifications, Disclosures and Withdrawals.

2.7.   LDBC has the right to publish any Notification or Disclosure in full, excluding any personal information (which LDBC shall redact appropriately), to the public and to disclose it to any third party (including a standards-setting organisation) at any time.

3.   Voluntary Licensing of SEPs

3.1.   A Participant (the "Grantor") may make a Grant which specifies and covers one or more SEPs and one or more LDBC Standards. Agreeing to these rules does not oblige a Participant to make any such Grant.

3.2.   A Grant is notified by the Grantor to the Steering Committee of LDBC by delivery of an original or copy (including an electronic copy) thereof, executed by the Grantor, and takes effect upon its subsequent execution by LDBC.

3.3.   A Grant which covers a Draft LDBC Standard and a given set of SEPs may be terminated by the Grantor giving 15 days notice to the Steering Committee of LDBC (such termination to take effect after the expiry of that notice).

3.4.   A Grant which covers an Approved LDBC Standard and a given set of SEPs may be terminated by the Grantor provided another Grant has been made which covers that Approved LDBC Standard and the same set of SEPs.

3.5.   The Steering Committee shall promptly notify all Participants and Participant Representatives of each Grant and each termination of a Grant at the point when it has been notified to LDBC and at the point where it has taken effect, and Participants shall have access at all times to an up-to-date register of Grants and terminations of Grants.

3.6.   LDBC has the right to publish any Grant and any notice of termination of a Grant in full, excluding any personal information (which LDBC shall redact appropriately), to the public and to disclose it to any third party (including any standards-setting organisation) at any time.

4.   Notices

4.1.   Except as expressly stated in these Rules, notices shall be served as specified in the Byelaws of LDBC. "Notify" shall be interpreted as "to give notice" accordingly.

4.2.   Where a Notice refers to a particular place such as a URL leading to an online document, the recipient of such a Notice shall be deemed to have read the document.

Annexe A1: Standard Notification and Disclosure Form

A1.1.   This Standard Notification and Disclosure Form may be copied, completed and signed independently of the document "LDBC Patent Disclosure and Licensing Rules" of which this Annexe forms a part:.

A1.2.   The following terms used in this Form are defined in the LDBC Patent Disclosure and Licensing Rules of which this Annexe forms a part:

"Participant",

"Document", "Document Contribution", "LDBC Input Document",

"LDBC Output Document",

"Specification", "Implementation",

"Draft LDBC Standard", "Approved LDBC Standard",

"LDBC Standard".

A1.3.   This Standard Notification and Disclosure Form ("Form") may be copied, completed and signed multiple times by a single Participant to create several Notifications or Disclosures.

A1.4.   **Good faith warnings**

    A1.4.1.   The statements made below are made in good faith, to warn of the possibility of unlicensed patents impinging on the use of contributions made to LDBC and of LDBC work products in Specifications. They should not be relied upon to determine the need for patent licences by any party implementing such Specifications.

    A1.4.2.   LDBC may make the contents of this statement known to any party.

[The information required to complete this Form can be supplied on additional attached sheets.]

A1.5.   **Voluntary Notification**

    A1.5.1.   The section(s) specified below of the following Document Contributions, or LDBC Input Documents, or LDBC Output Documents, if incorporated in a Specification, may cause patent infringement if an Implementation of that Specification is created without appropriate patent licences.

    [Please enter "N/A" *under* "Title or description" *if there are no such Documents to be notified.]*

Title or description	Number or other identifier (e.g. author[s])	Version number or date	Section(s) identified by heading or title or page/line numbers or by starting/ending text.

A1.6. **Mandatory Disclosure**

A1.6.1. The section(s) specified below of the following Draft or Approved LDBC Standards may cause patent infringement if an Implementation of the Specification concerned is created without appropriate patent licences.

[Please enter a distinguishing index number for each LDBC Standard listed.
Please enter "N/A" *under* "Title or description" *if there is no LDBC Standard to be notified.*
Sections should be identified by heading or title or page/line numbers or by starting/ending text.]

Index number	Title or description	Document or Standard number or other short identifier, if any	Version number or date	Section(s)

A1.6.2.   Implementation of the LDBC Standards specified in A1.6.1 may cause infringement of the following patent claims

[Please enter the distinguishing number listed in A.1.6.1 above, to identify the LDBC Standard whose Implementation may infringe the patent concerned.]

Index number	Jurisdiction	Patent number or other identifier	Title or description	Status (Application pending, Approved etc)

A1.7.   **Voluntary Disclosure**

[Please strike out the whole section if you do not wish to make a voluntary disclosure relating to the Documents specified in A1.5.1.]

A1.7.1.   While not obliged to disclose the patents we believe may be infringed by the Implementation of a Specification incorporating the Documents specified in A1.5.1, we do so below:

Jurisdiction	Patent number or other identifier	Title or description	Status (Application pending, Approved etc)

A1.8.   **Voluntary Licensing Intent**

[Please strike out one of "[do not intend][intend]" *in the section below, or strike out the whole section if you do not wish to make a statement relating to intent to license patents, or if you have entered* "N/A" *in A1.6.1]*

    A1.8.1.   We currently [do not intend][intend] to make a Standard Patent License Grant covering the LDBC Standards specified in A1.6.1 and the patent claims specified in A1.6.2. This statement of intent is non-binding and does not constitute a grant of any licence to any intellectual property.

A1.9.   **Additional notes or statements**

[Please add any additional information or statement, bearing in mind that the content of this form may be made publicly available, and will be available to all LDBC members.]

On behalf of

_____

Signature

_____

Name of authorized signatory

_____

Title or capacity

_____

Date

_____

Annexe A2: Standard Patent License Grant

A2.1.   This Standard Patent License Grant may be copied, completed and executed as a separate Agreement independent of the document "LDBC Patent Disclosure and Licensing Rules" to which it is annexed. Completion of sections A2.3 ("Parties") and A2.5 ("License Coverage") is required to create a valid license grant.

A2.2.   This Standard Patent License Grant may be copied, completed and executed multiple times by LDBC and a Licensor in order to grant multiple patent licenses.

A2.3.   **Parties**

This Agreement is made between Linked Data Benchmark Council ("LDBC") whose registered office is at 45 Church Street, Birmingham, B3 2RT, England, and

_____

(the Licensor, as defined in section A2.4.21) which/who has a place of business at

_____

_____

A2.4.   **Definitions**

A2.4.1   "Work Charter" means a charter for the work of an LDBC Task Force or Working Group established in conformance with the Byelaws of LDBC.

A2.4.2   "Document" means a communication containing writing, diagrams, images or audio or visual recordings which can be apprehended directly by a person, and is not a source code module.

A2.4.3   "Contribution" shall mean any original work of authorship, including any modifications or additions to an existing work, that has been intentionally submitted to LDBC for inclusion in, or documentation of, any of the products, software, documentation, standards or test suites owned or managed by LDBC (the "Work"). For the purposes of this definition,

"submitted" means any form of electronic, verbal, or written communication sent to LDBC or its representatives, including but not limited to communication on electronic mailing lists, source code control systems, and issue tracking systems that are managed by, or on behalf of, LDBC for the purpose of discussing and improving the Work, but excluding communication that is conspicuously marked or otherwise designated in writing by the author "Not a Contribution."

A2.4.4   "Code Contribution" means any Contribution in the form of software code.

A2.4.5   "Document Contribution" means a Contribution which is a Document and, for the avoidance of doubt, is not a Code Contribution.

A2.4.6   "LDBC Input Document" means a Document produced by an employee or agent of LDBC.

A2.4.7   "LDBC Output Document" means a Document which incorporates either or both of a Document Contribution, in whole or in part, or an LDBC Input Document, in whole or in part, and is published by LDBC for use by non-members of LDBC.

A2.4.8   A "Participant" is a party to the LDBC Participation Agreement, of which these Rules form a part.

A2.4.9   "Specification" means a Document which is a set of technical requirements describing observable behaviours of a program, library or service (an implementation), such that an implementation created by an author or provider will exhibit those behaviours in the same way as a second implementation created independently by another author or provider.

A2.4.10   "Implementation" means an implementation as described in section A2.4.9.

A2.4.11   "LDBC Specification" means a draft or final version of a Specification which is or is intended to be published as an LDBC Output Document, or a contemplated, proposed or projected Specification which is intended to be published as an LDBC Output Document, together with any associated materials such as test suites and benchmarking suites, reference implementations and development tools.

A2.4.12   "LDBC Specification Input" means a part or the whole of a Document Contribution or of an LDBC Input Document which is incorporated in an LDBC Specification, or which it is reasonable to believe may be incorporated at some point in time in an LDBC Specification.

A2.4.13   "Third-Party Specification" means a draft or final version of a Specification which is or is intended to be published by a third party, or a contemplated, proposed or projected Specification which is intended to be published by a third party, for which Third-Party Specification Inputs are being produced by work conducted or managed by LDBC.

A2.4.14   "Third-Party Specification Input" means a part or the whole of a Document Contribution or of an LDBC Input Document or of an LDBC Output Document which is incorporated in a Third-Party Specification, or which it is reasonable to believe may be incorporated at some point in time in a Third-Party Specification.

A2.4.15   "Specification Input" means LDBC Specification Input or Third-Party Specification Input.

A2.4.16   "Approved LDBC Standard" means an LDBC Specification whose approval as a standard has taken effect on the expiry of the notice required to be given by Article 32.2 of the Articles of Association of LDBC.

A2.4.17   "Draft LDBC Standard" means any version of an LDBC Specification which is stated in a Work Charter as one, whose final form is intended to be approved as a standard in accordance with Article 32 of the Articles of Association, but has not yet been so approved.

A2.4.18   "LDBC Standard" means an Approved LBDC Standard or a Draft LDBC Standard.

A2.4.19   "Standards-Essential Patent" (abbreviated as "SEP") means claims of a patent or patent application, other than design patents and design registrations, issued or filed in any country, to which a Participant or its Affiliates or another third party has the right to grant licenses at any time during the term of the Agreement, and which would be necessarily infringed by all fully compliant and commercially plausible Implementations of an LDBC Specification or a Third-Party Specification Specification.

A2.4.20   A "Participant" is a party to the LDBC Participation Agreement

A2.4.21   "Licensor" shall mean the Participant that is making this Agreement with LDBC. The Participant and all other entities that control, are controlled by, or are under common control with the Participant are considered to be a single entity for the purposes of this Agreement. For the purposes of this definition, "control" means (i) the power, direct or indirect, to cause the direction or management of such entity, whether by contract or otherwise, or (ii) ownership of fifty percent (50%) or more of the outstanding shares, or (iii) beneficial ownership of such entity.

A2.4.22   "Interim Patent License" means a grant of an Interim Patent license on the terms given in section A2.6 of this Agreement..

A2.4.23   "Final Patent License" means a grant of a Final Patent license on the terms given in section A2.7 of this Agreement.

A2.4.24 "You" (or "Your" or "Yours") refer to the Licensor.

A2.5. License Coverage

A2.5.1 This grant covers the following LDBC Standards produced by LDBC during the term of the Participation Agreement between the Grantor and LDBC.

One (and only one) option must be ticked and any related information supplied for this Agreement to be valid.

[You may also provide this information on attached sheets.]

Option	Tick one option	Instigating Documents
1		All versions of all LDBC Standards
2		All versions of the following LDBC Standards
3		All versions of all LDBC Standards specified as intended outputs in [all] versions [_____]* of the Work Charter of the following Working Group or Task Force *[Please circle "[all]" and strike out "[_____]", or strike out "[all]" and complete "[_____]"]*
4		The following versions of the following LDBC Standards

A2.5.2   This grant covers the **patents or patent applications which are SEPs** specified below:

[You may also provide this information on attached sheets.]

Patents or patent applications which are SEPs *[Tick one only]*			
☐ All those patents or applications in any jurisdiction which would be necessarily infringed by an Implementation of any LDBC Standard stated in section A2.5.1 of this Grant ☐ The patents or applications listed below			
Jurisdiction	Patent number or other identifier	Title or description	Status (Application pending, Approved etc)

A2.6.   **Grant of Interim Patent License for Draft LDBC Standards**

You agree to license any patents you own or control stated above in section A2.5.2 (the "Covered Patents"), if they impinge on an Implementation of any LDBC Draft Standard stated above in section A2.5.1 (the "Covered Draft Standards"), on the terms and conditions set out in this section.

You hereby grant to LDBC and to any Participant from time to time seeking a limited license to develop software, test suites and other code (a "Work") intended to implement or test any implementation of the Covered Draft Standards, a worldwide, non-exclusive, no-charge, royalty-free, patent license to make, have made, use, import, and otherwise transfer the Work solely within the context of development and verification of the Standard and co-development with other Participants and in no case where any payment is received for such use, or where the Work is used for the generation of published benchmark test results.

The license set out above shall terminate automatically in respect of any Covered Draft Standard which LDBC approves and which thereby becomes an Approved LDBC Standard, or whose development is explicitly abandoned in accordance with the Byelaws of LDBC.

The license granted above may be revoked by the Licensor subject to the provisions of the Patent Disclosure and Licensing Rules.

You represent that You are legally entitled to grant the above license.

A2.7.   **Grant of Final Patent License for Approved LDBC Standards**

You agree to license any patents you own or control stated above in section A2.5.2 (the "Covered Patents"), if they impinge on an Implementation of any Approved LDBC Standard stated above in section A2.5.1 (the "Covered Standards"), on the terms and conditions set out in this section.

In return for Your agreement to license the Covered Patents, LDBC shall not use the Covered Patents in a way that is contrary to the public benefit or inconsistent with its nonprofit status and its Byelaws in effect at the date of this Agreement.

Except for the license granted herein to LDBC and implementers of the Covered Standards (each a "Licensee" as defined in the following paragraph), You reserve all right, title, and interest in and to the Covered Patents.

You hereby grant to LDBC and to any entity implementing the Covered Standards in a Work (a "Licensee"), a perpetual, worldwide, non-exclusive, no-charge, royalty-free, irrevocable (except as stated in this section) patent license to make, have made, use, offer to sell, sell, import, and otherwise transfer the Work, where such license applies only to those patent claims licensable by You that are necessarily infringed by implementation of any one of the Covered Standards (each an "SEP", which includes any application therefor, in any jurisdiction throughout the world, as defined in the Patent Disclosure and Licensing Rules).

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A2.8.1   revoked in accordance with the terms of A2.6 ("Grant of Interim Patent License for Draft LDBC Standards")

A2.8.2   replaced by a grant of a FInal Patent License covering the Newly Approved LDBC Standard which covers those Covered Patents that impinge on its Implementation.

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On behalf of

Linked Data Benchmark Council   (Licensor)

_____   _____

Signature

_____   _____

Name of authorized signatory

Title or capacity

_____   _____

Date

_____   _____

Contributor License Agreements (CLAs)

Organization CLA with retrospective effect

Linked Data Benchmark Council

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Individual CLA with retrospective effect

Linked Data Benchmark Council

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