



Moving Picture, Audio and Data Coding
by Artificial Intelligence
www.mpai.community

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Contents

DEFINITIONS	2
1 ARTICLE 1 - Name	4
2 ARTICLE 2 - Registered Office	4
3 ARTICLE 3 - Purpose	4
4 ARTICLE 4 - Membership.....	4
4.1 4.1 Application conditions	4
4.2 Voting rights	5
4.2.1 Rights of the Principal Members.....	5
4.2.2 Rights of Associate Members.....	5
4.3 Admission procedure.....	5
4.4 Terms and conditions	5
4.5 Suspension and expulsion	6
4.6 Resignation	6
4.7 Property rights	7
4.7.1 Intellectual property rights of the Members	7
4.7.2 Intellectual property rights of MPAI.....	7
4.8 MPAI' s publications.....	7
4.9 Other property rights	7
5 ARTICLE 5 - MPAI 's bodies.....	7
6 ARTICLE 6 - General Assembly	8
6.1 Organisation.....	8
6.2 Meetings.....	8
6.2.1 Annual Meeting	8
6.2.2 General Meeting	8
6.3 Notice	8
6.4 Quorum	8
6.5 Chair.....	9
6.6 Decisions.....	9
6.7 Proxies.....	9
7 ARTICLE 7 - Board of Directors	9
7.1 Organisation.....	9
7.2 Candidates.....	10
7.3 Term	10
7.4 Removal	10
7.5 Vacancies	11
7.6 Meetings.....	11
7.7 Quorum and majority	11

7.8	Powers	11
8	ARTICLE 8 - Officers.....	12
8.1	Organisation.....	12
8.2	Term	12
8.3	Removal	12
8.4	Vacancies	13
8.5	President.....	13
8.6	Vice-President.....	13
8.7	Secretary.....	13
8.8	Treasurer	13
8.9	Representation	14
9	ARTICLE 9 - Advisory Committees.....	14
9.1	Organisation.....	14
9.2	Quorum and votes.....	14
9.3	The Membership and Nominating Committee	14
9.4	The Finance and Audit Committee	14
9.5	The IPR Support Advisory Committee	14
9.6	The Communication Advisory Committee	15
9.7	9.7 The Industry and Standards Advisory Committee	15
10	ARTICLE 10 - Standing and Development Committees	15
10.1	Organisation.....	15
10.2	Procedures of Standing and Development Committees.....	16
11	ARTICLE 11 - Secretariat	16
12	ARTICLE 12 - Name, Logo and Trademark	16
13	ARTICLE 13 - Liability	16
14	ARTICLE 14 - Indemnification.....	16
15	ARTICLE 15 - General provisions.....	17
15.1	Annual fees	17
15.2	Term of MPAI	17
15.3	Dissolution	17
15.4	Antitrust Policy	17
15.5	Anti-corruption	17
15.6	Amendments to the Statutes	18
15.7	Severability clause.....	18
15.8	Final clause	18
	Annex 1 - Procedures of work.....	19

DEFINITIONS

The following terms when used in these Statutes shall have the respective meanings ascribed thereto below:

Term	Definition
Active Member	A Principal Member who intends to contribute to the technical development of a Technical Specification.
Associate Member	A Member who does not have rights to vote.
Call for Evidence (CfE)	An open request directed to any party interested in identifying the need for Technical Specifications.

Call for Interest (CfI)	An open request directed to any party interested in demonstrating that technology(ies) satisfying certain requirements are currently available.
Call for Proposals (CfP)	An open request directed to any party interested in proposing for standardisation by MPAI technology(ies) that satisfy certain requirements.
Coding	The transformation of Data in one representation into another representation that is more convenient.
Committee	Any organisational entity of MPAI created by and in accordance with these Statutes.
Consensus	A not necessarily unanimous agreement against substantial issues of which there is no sustained opposition, reached after the views of all the members of the committee have been considered and all conflicting arguments have been reconciled.
Data	Any digital representation of a real or computer-generated entity, such as moving pictures, audio, point cloud, computer graphics, sensor and actuator. Data includes, but is not restricted to, media, manufacturing, automotive, health and generic data.
Decoding	The transformation of Data from the coded representation back to the original representation.
Essential Patent	A patent which, without a valid license, is infringed by a compliant implementation of the Technical Specification. The evaluation of essentiality is made by an independent chartered patent attorney who never worked for the owner of an Essential Patent.
Founding Member	A Principal Member who has signed the MPAI Statutes at the MPAI Constitutive General Assembly.
Framework Licence	The conditions of use of a licence without the values, e.g., currency, percent, dates etc. A Framework Licence is developed in compliance with the generally accepted principles of competition law. It may cover informative part(s) of a Technical Specification (e.g., Supplemental Enhancement Information (SEI) and Video Usability Information (VUI)) that could be needed for implementations of various systems.
Intellectual Property	Intangible property that is the result of creativity, e.g., patents, copyrights, and trademarks.
Licence	A Framework Licence to which values, e.g., currency, percent, dates etc., related to a specific Intellectual Property have been added.
Meeting	A properly convened gathering of MPAI Members.
Member	An entity being a member of MPAI, and includes exhaustively the Principal Members and the Associate Members
Presence	Actual attendance of a Member at a Meeting, either physically or by electronic means.
Principal Member	A Member who has rights to vote.
Technical Specification	The collection of normative clauses for Data Coding implementing which a user can interoperate with other users employing a conforming implementation of the Technical Specification. A Technical Specification may include additional informative clauses for better understanding and implementation of normative clauses.
Term	The duration in office of an Officer, a Director, or a Chair.
Work Plan	The collection of activities that are candidate to become work items leading to Technical Specifications.

1 ARTICLE 1 - Name

Moving Picture, Audio and Data Coding by Artificial Intelligence (MPAI) is constituted as an association under the terms of Articles 60 et seq. of the Swiss Civil Code and these Statutes.

2 ARTICLE 2 – Registered Office

The seat of MPAI is c/o Me Olivier Brunisholz, 5 Cours des Bastions, CH-1205 Geneva, Switzerland. The association will not be registered at the commercial register.

The registered office may be transferred to any other location by a decision taken by the General Assembly by 2/3 majority vote.

3 ARTICLE 3 - Purpose

MPAI is a not-for-profit organisation incorporated under the laws of Switzerland with the mission to promote the efficient use of Data by A) developing Technical Specifications of 1) Coding and decoding for any type of Data, especially using new technologies such as Artificial Intelligence, and 2) technologies that facilitate integration of Data Coding and Decoding components in Information and Communication Technology systems, and by B) bridging the gap between Technical Specifications and their practical use through the development of Intellectual Property Rights Guidelines (“IPR Guidelines”), such as Framework Licences and other instruments.

MPAI operates based on open international collaboration of interested parties supporting the MPAI mission and the means to accomplish it.

The operation of MPAI shall not be conducted for the financial profits of its single Members but for their collective benefits. Discussions about sales levels, methods, channels of distribution, markets, customers, product prices or profitability or any other topic which would restrict use of Data Coding and Decoding in products, services and applications are prohibited.

MPAI may carry out all operations and conduct all activities, both in Switzerland and abroad, which directly or indirectly increase or promote its purpose and objectives. In particular, it can cooperate with any international industry organisations within its areas of interest.

4 ARTICLE 4 – Membership

4.1 Application conditions

Any entity, such as a corporation and individual firm, partnership, university, governmental body or international organisation supporting the mission of MPAI may apply for Membership, provided that it is able to contribute to the development of Technical Specifications for the efficient use of Data. MPAI may define certain categories of individuals or entities who support MPAI’s goals and allow these to apply for Associate Membership.

MPAI encourages diversity and does not restrict Membership based on any ground such as sex, race, colour, ethnic or social origin, genetic features, language, religion, or belief, political or any other opinion, membership of a national minority, property, birth, disability, age or sexual orientation.

The Members agree to respect all legal and ethical provisions and these Statutes when operating in the context of MPAI matters. When developing MPAI Technical Specifications, each applicant must declare itself individually and collectively committed to open competition in the development of MPAI Technical Specifications. Each Member is not restricted in any way from designing, developing, marketing, licensing, and/or procuring the technologies developed by itself.

Members are not bound to implement or use specific technology standards, or recommendations by virtue of participation in MPAI.

Membership in MPAI promotes the adoption of the technologies developed by MPAI and the related licensing according to the Framework Licences. However, in no way it obligates or requires a Member to license its patents or technologies to others, except if the law of a jurisdiction states differently. If a Member chooses to license its patents or technologies, membership in MPAI in no way imposes, obligates or requires such Member to offer such licenses, on any particular terms, unless these obligations are freely accepted as part of the development process of a Technical Specification.

4.2 Voting rights

The Members who have the rights to vote are called Principal Members. The Members who do not have voting rights are called Associate Members. Individuals representing technical departments of academic institutions may apply for Associate Membership, stating their qualification in their application.

The Administrative Council (hereinafter referred to as "Board of Directors") may from time to time propose to the General Assembly the establishment of one or more classes of Associate Members.

4.2.1 Rights of the Principal Members

A Principal Member is entitled to one (1) vote at the Meetings of the Annual Assembly, General Assembly and any other Committee in which it participates and to access all working documents, minutes of meetings (Board of Directors and Committees) and written contributions by MPAI Members (by electronic means). Principal Members may be requested by the Board of Directors to provide qualified representatives to further and direct the work of various Committees.

4.2.2 Rights of Associate Members

An Associate Member has no voting rights at the Meetings of the Annual or General Assembly. However, it may participate in the work of Standing and Development Committees, is entitled to access all working documents, minutes of meetings (Board of Directors and Committees) and written contributions by MPAI Members (by electronic means), has all obligations of Principal Members and has the right to become a Principal Member by paying the difference between the Membership fee for an Associate and a Principal Member. In addition, it needs to show that it was not subject to any sanctions from the Board of Directors and is able to contribute to the development of Technical Specifications.

4.3 Admission procedure

A written application must be submitted to the Membership and Nominating Committee in the form prescribed by the Board of Directors. Such application must contain all necessary documentation confirming that the applicant fulfils the membership requirements and a signed agreement to support the MPAI mission and to be bound by the MPAI Statutes. A signed copy of the Statutes must also be sent to the registered office referred to in Article 2 of these Statutes.

The Membership and Nominating Committee recommends the approval or rejection of the application in accordance with the criteria defined by the Board of Directors. The criteria shall be objective and non-discriminatory, shall be published and shall allow any party satisfying the Criteria laid down by the Statutes to become a Member.

The final decision as to admission rests with the Board of Directors. The admission procedure is completed when the new Member has paid the subscription fees.

4.4 Terms and conditions

Membership shall be considered complete and in good standing when the application is accepted by the Board of Directors and the full dues payment is made. The membership is valid for one

fiscal year of MP AI, starting from the 1st of January until the 31st of December, and is renewable on payment of the annual membership fee without any new approval.

Initial Member dues for the first year of membership shall be payable upon approval of the application by the Board of Directors. Payment of annual dues in each subsequent year shall be due and payable on the first business day of MP AI's new fiscal year. If the new Member joins on or after the 1st of April, July, or October, dues are reduced by 25%, 50%, and 75%. In the following years, Membership must start on the 1st of January. For the purposes of these Statutes the term "business day" shall mean a day during which banks are open for business in Switzerland.

The Board of Directors may allow specially identified Third Parties to collect membership fees, where this can facilitate payment of Membership fees, based on a Contract where rights and duties of such Third Parties are unambiguously identified.

In exceptional circumstances, the Board of Directors may allow suspension of Membership fees for one year on condition that the Membership fees of that and the following year are paid within the first six months of the following year.

4.5 Suspension and expulsion

The Board of Directors can decide to suspend or expel a Member and shall state the cause. In particular, the Board of Directors may so act in case of delay in or default of payment of fees and violation of the Statutes, procedures or resolutions adopted by the Board of Directors. The effect of a suspension is to remove all rights of a Member for the time set in the Board of Directors' resolution. The effect of expulsion is to inhibit a Member to apply for Membership for the time set by the Statutes.

The Board of Directors shall not act in a discriminatory manner in suspending or expelling a Member. A member may appeal to the General Assembly regarding a suspension or expulsion decision.

Upon decision of the Board of Directors, Membership shall cease in case of bankruptcy, withdrawal or cessation of business or of such a change in the nature of the business that criteria for Membership would no longer be complied with.

In case of default of any Member relating to its obligation of payment of fees, the Board of Directors shall notify such Member accordingly by sending it a written notice. If such Member does not, within a period of thirty (30) days from the date of the expiration of the aforesaid period of time.

In case of expulsion, the Member forfeits any fees paid during Membership and is not entitled to any refund. The Member loses all rights and retains all obligations, particularly those taken in the process of developing Technical Specifications specified in Annex I of the Statutes.

The delay for new Membership application is at least one (1) year from the date of expulsion.

The admission of an expelled Member is subject to its payment of all arrears in fees and any other monetary obligations to MP AI.

4.6 Resignation

Resignations require notice in writing to the Board of Directors.

The resignation becomes effective as soon as the resigning Member has fully paid any outstanding amounts still due to the MP AI. In case of resignation, the Member forfeits any fees paid during Membership and is not entitled to any refund.

By resigning, a Member forfeits all rights of an MP AI Member and retains all obligations, in particular those taken in the process of developing Technical Specifications specified in Annex I of the Statutes.

4.7 Property rights

4.7.1 Intellectual property rights of the Members

All Intellectual Property Rights (IPR) owned or created in relationship or connection to or during the works of the Committees by any Member shall remain the property of that Member. Such ownership shall not be affected in any way by the Member's participation in MPAI, unless the Member specifically agrees otherwise.

All material, e.g., text, drawings, computer code, test material etc. submitted to MPAI or its Committees shall be deemed to be of confidential nature and not be divulged to any non-Member. To the extent possible, such material will be preserved by MPAI for Members to access only for performing the activities within the Purpose of MPAI as described under Article 3, but not for commercial activities that might require a licence under Essential Patents.

In case of liquidation of the MPAI all the material, including documents, memoranda, notes and other material contributed by the Members shall be destroyed.

4.7.2 Intellectual property rights of MPAI

Through its own activities, MPAI may generate its own protectable Intellectual Property Rights (IPR), such as Technical Specifications, excluding patents. This IPR is held by MPAI. The Board of Directors shall determine how the IPR will be used.

4.8 MPAI's publications

MPAI may publish documents to promote its purpose.

Members' collaborators may be cited as co-authors when appropriate.

The use of any Member's name, trademarks or trade names by MPAI including a Member's description of MPAI's work is prohibited without prior written consent of the concerned Member, even after Member's resignation, exclusion, suspension or expulsion.

4.9 Other property rights

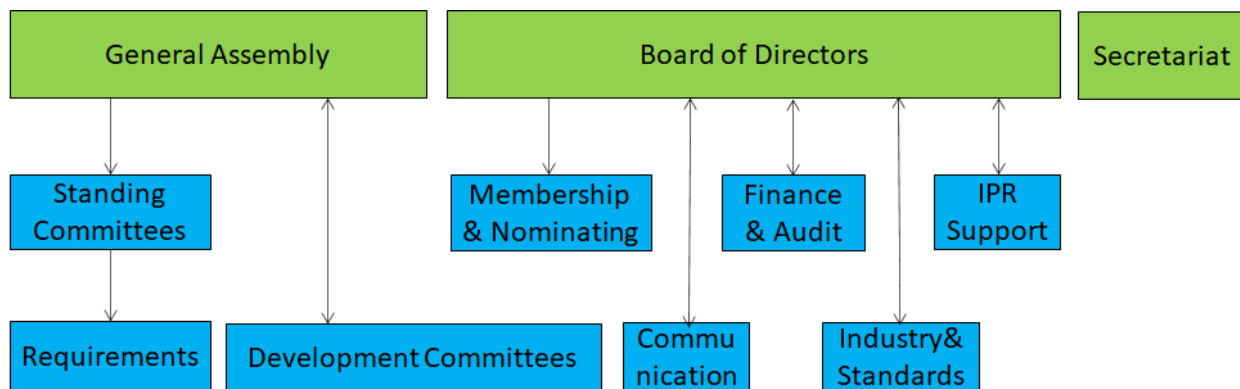
In the event of the dissolution of MPAI and liquidation of the association, the assets remaining from the liquidation shall not be distributed among the Members in proportion to their contribution but shall be allocated to a not-for-profit purpose, the Members expressly waiving any payment or refund on the net assets of liquidation.

5 ARTICLE 5 - MPAI 's bodies

The bodies of MPAI are:

1. the General Assembly
2. the "Board of Directors"
3. Advisory Committees
4. Standing Committees and Development Committees and their subdivisions, and
5. the Secretariat.

MPAI's bodies are depicted in the figure



6 ARTICLE 6 - General Assembly

6.1 Organisation

The General Assembly is formed by the Principal Members (see Article 4.2.1). It is the supreme body of MPAI.

Associate Members may attend the General Assembly as observers.

6.2 Meetings

6.2.1 Annual Meeting

The Annual Meeting at the direction of the Board of Directors shall be held once a year on such date and time and at such place, physical or virtual, as shall be designated from time to time by the Board of Directors and stated in the notice of the meeting.

6.2.2 General Meeting

A General Meeting may be held at any place, physical or virtual, designated by the Board of Directors.

The Board of Directors shall call a General Meeting by its own decision and within thirty (30) days of the receipt of a request sent by electronic mail setting forth the proposed agenda signed by at least twenty percent (20%) of the Principal Members.

6.3 Notice

Notice by electronic mail of the time and place and purpose of holding any Annual or General Meeting shall be given to each Member of MPAI who on the record date of notice is permitted to attend such meeting at least ten (10) days, but no more than forty (40) days prior to the scheduled date for the meeting. The notice by electronic mail of a meeting will include the proposed agenda. All notices shall be given by electronic mail at the address on file with MPAI.

6.4 Quorum

Thirty per cent (30%) or more of the Principal Members, excluding proxies, shall be necessary for the initial establishment of the quorum for the transaction of business. For subsequent establishments of the quorum, proxies shall be counted. Participation by teleconference is considered to be equal to participation in person.

If such quorum is not met at any meeting, a majority of the Principal Members Present shall have power to adjourn the meeting to a date at least 7 (seven) business days after the date of the adjourned meeting and place, physical or virtual, of their choice. The Secretariat shall promptly communicate the new time and place to all Members.

6.5 Chair

The General Assembly is chaired by the President of the Board of Directors, or, in his/her absence, by a Director appointed by the President.

6.6 Decisions

A fifty per cent plus one (50% plus one) or more vote of the Principal Members Present in good standing (i.e., who have not been sanctioned and have regularly paid and settled their dues) Present is required to pass a resolution of the Members in the following cases:

1. approval of the audited accounts
2. election of the Directors to the Board of Directors
3. appointment of the Auditors
4. approval of the Work Plan, Calls for Interest, Calls for Evidence and Calls for Technologies
5. approval of the Terms of Reference of a Development Committee
6. approval of the resolution of a technical issue brought up by a Development Committee
7. approval of Technical Specifications

A two-thirds (2/3) or more vote of the Principal Members Present in good standing Present is required to pass a resolution of the Members in the following cases:

1. amendments of the Statutes
2. definition of categories of individuals or entities who are allowed to apply for Associate Membership per art. 4.1
3. establishment of classes of Associate Members as proposed by the Board of Directors
4. moving the seat of the Association
5. winding up of MPAI
6. approval of the budget
7. approval of the criteria for sanctions developed by the Board of Directors
8. removal of a Director from the Board of Directors
9. proposal to demote a Chair of a Development Committee
10. indemnification pursuant to Article 14 of these Statutes
11. definition of categories of organisations who support MPAI's goals and will be allowed to apply for Associate Membership.

The General Assembly may only decide on items that were set out in the agenda.

The decisions of the General Assembly are approved at the end of the Meeting as resolutions. The meeting report is circulated within 2 weeks after the General Assembly Meeting and approved at the following General Assembly Meeting.

The minutes are kept in a register, at the Members' disposal in electronic form. A copy of the minutes is also sent out to all Members.

6.7 Proxies

At General Meetings of MPAI, any Principal Member shall be entitled to vote either in person or by a duly accredited proxy. A proxy shall not be valid for more than the meeting for which it is intended to be used or any adjournment thereof. No Principal Member shall validly hold more than two (2) proxies.

7 ARTICLE 7 - Board of Directors

7.1 Organisation

The Association shall be managed by a Board of Directors which shall have a minimum of three (3) and a maximum of five (5) Members elected at the Constitutive General Assembly of MPAI

only and an uneven number of no less than five (5) and no more than eleven (11) Members elected by the first General Assembly.

At General Assemblies following the first General Assembly, no more than $round(number\ of\ Directors/3)$ shall be appointed by the Founding Members. “round” is a function applied to a real number that provides as output the integer part of the number if the decimal part of the number is between 0 and 499..., and the integer part of the number increased by one otherwise.

The President and the Vice-President are chosen among the Board of Directors.

The Board should have, insofar as possible, a balanced geographical representation of the main interests in the Data Compression domains.

Directors shall receive no salary for their services.

Directors shall abstain from voting in cases where the Board decides on matters for which they have a conflict of interests.

7.2 Candidates

Director Candidates not appointed by the Founding Members are proposed to the General Assembly by the Membership and Nominating Committee and voted by Principal Members who are not Founding Members.

The Director candidates, except for Treasurer, are selected from among the Principal Members' collaborators.

No Member shall have more than one of its collaborators appointed as a Director.

7.3 Term

The Directors shall serve terms of three (3) years, staggered so that roughly one-third (1/3) of the Board of Directors is elected each year. During the first 5 years, Directors may serve a longer term only once in their first term as specified in the next paragraph.

After the first three (3) years, up to seven (7) members of the Board of Directors may extend their term to four (4) years. After the first four (4) years up to three (3) original members of the Board of Directors may extend their term to five (5) years. This is explained in the following table which is based on the assumption that the number to Directors is 11:

	Old directors	New directors
Year 0	11	0
Year 3	7	4
Year 4	3	8
Year 5	0	11

A Director may not serve more than two (2) consecutive full terms of office and neither that Director nor another collaborator of the same Member shall be eligible for re-election as a Director before the expiry of one (1) full term.

7.4 Removal

Directors may be removed:

1. by the Board of Directors, if the Director has been declared of unsound mind or convicted of a felony, or bankrupt or, if the Director has made arrangements or composition with his/her creditors.
2. by the Board of Directors, if the Director has failed to attend 3 consecutive Board meetings, physically or by teleconference, and did not provide proper justification.
3. by decision of the General Assembly with a two-third (2/3) majority vote of the Principal Members Present.

7.5 Vacancies

Any vacancy in the Board of Directors should be filled until the next General Assembly by decision of the Board of Directors at any meeting on a simple majority of the Directors Present thereto.

The Member whose collaborator is chosen for filling the vacancy shall not already be represented in the Board of Directors and has to be confirmed as Director by the next General Assembly. In case the next General Assembly does not confirm the appointment of the Director, the period served by such non-confirmed Director will not be counted as a term under Article 7.3.

7.6 Meetings

Meetings of the Board of Directors shall be held at least twice per year anywhere in the world or by audioconference or videoconference.

The President shall determine the regular meetings' time, place, and the intervals between these meetings.

Meetings shall be called by the President upon at least twenty (20) day notice prior to the meeting; the notice shall contain date, time and place, physical or virtual, of the meeting and shall be sent by electronic mail.

Special meetings shall be called the same way upon written request of at least one-third (1/3) of the Directors.

The requirement of notice for any meeting of the Board of Directors may be waived by the unanimous consent of the members of the Board of Directors. A Director may evidence such consent by a written note delivered to both the President and Secretary at or prior to such a meeting by electronic mail, or by the vote of such Director at the time of such meeting.

The notice of any meeting may be reduced to 72 hours prior to such meeting, only if the President and the Secretary consider the agenda of very high importance and urgency.

7.7 Quorum and majority

Any transaction of business is possible as soon as a simple majority of all Directors is Present. If the quorum is not reached, the Director Present can adjourn the meeting to a time and date of their choice. The Secretariat shall communicate the new time and date to all Directors, at least 3 (three) business days prior to the date that such adjourned meeting has been rescheduled.

Other decisions than sanctions against Members are taken on a simple majority vote of the Present Directors.

Sanctions against Members, including removal, are taken on a two-third (2/3) majority vote of the Present Directors.

The President shall cast the deciding vote in case of a tie.

Any action which may be taken at any meeting of the Board of Directors, may be taken, without holding a meeting, by unanimous written consent of the Directors whose consent shall be delivered by each Director to both the President and Secretary by electronic mail.

7.8 Powers

The Statutes give the Board of Directors the following powers:

1. interprets and administers these Statutes, other documents and agreements related to MPAI.
2. supervises the good execution of these Statutes.
3. manages the properties and business of MPAI.
4. proposes the budget to the Members.
5. sets the annual scale of fees - or sets a pro-rata fee for new Members to accommodate the financial year - all so that the fees for each class of Membership are sufficiently non-discriminatory and affordable.

6. determines the rights and obligations of Associate Members.
7. defines objective criteria for sanctions imposed on Members.
8. can sanction Members.
9. drafts the annual report of MPAI for the General Assembly.
10. represents MPAI.
11. calls the meetings of the General Assembly and sets their agenda.
12. elects collaborators of Members to fill any vacancy in the Board of Directors until confirmation or replacement.
13. elects Officers, prescribes their duties except as otherwise provided by these Statutes and may remove them.
14. sets up, controls, and determines powers, duties and responsibilities, if they are not already set up by these Statutes, of:
 - a. Advisory Committees other than those foreseen in these Statutes,
 - b. Standing Committees, such as the Requirements Committee,
 - c. Development Committees, and
 - d. Special Committees as may be found necessary or desirable to achieve the mission of MPAI
15. appoints the Chair of any MPAI Committee
16. may call MPAI Standing Committee chairs to attend Board of Directors meetings, especially when organisational issues are discussed or decided.
17. orders the publication of Technical Specifications approved by the General Assembly.
18. acts within and according to the provisions of these Statutes.

8 ARTICLE 8 - Officers

8.1 Organisation

The Board of Directors shall elect the Officers at their first meeting after the Annual Meeting of the General Assembly.

The Officers shall be:

1. the President
2. the Vice-President
3. the Secretary
4. the Treasurer

The President and the Vice-President are required to be Directors and are automatically Officers. The President, the Vice-President and the Secretary are Directors and can chair the Advisory Committees.

The Secretary and the Treasurer may be the same person, or their offices may be filled by the Vice-President.

The Officers shall receive no salary for their services.

8.2 Term

Officers shall hold their offices for one (1) year or until their successors are chosen. If they are Directors, the rules of Article 7.3 shall be applied accordingly.

8.3 Removal

An Officer may be removed by resolution of the Board of Directors taken by 2/3 majority of Directors Present and notified accordingly in writing, such removal having immediate effect. No indication of cause is necessary for the removal. All Members expressly approve this provision.

8.4 Vacancies

In case of death, resignation, removal or disqualification of any Officer, the vacancy shall be filled by the Board of Directors in accordance with the provisions of article 7.5 herein above. If the Officer is a Director, the rules of Article 7.5 shall be applied accordingly.

8.5 President

The President shall:

1. preside over the General Assembly and the Board of Directors
2. call the meetings of the Board of Directors and determine the intervals between the regular meetings
3. oversee the execution of the General Assembly's and Board of Directors' resolutions
4. automatically be a member of any MPAI Committee.

8.6 Vice-President

In case of the President's impediment such as illness that prevent the execution of the President's duties, the Vice-President shall:

1. perform all the duties of the President
2. exercise all the power of the President

The Vice-President shall also perform all other duties prescribed by resolution of the General Assembly, the Board of Directors or these Statutes.

8.7 Secretary

The Secretary shall:

1. propose the agenda of the Board of Directors' meetings in consultation with the President.
2. keep a correct record of all meetings and of all the transactions in these meetings in a minute book belonging to MPAI.
3. be the custodian of the corporate records, except those pertaining to the office of the Treasurer.
4. keep the complete list of references (names, addresses, etc.) of MPAI 's Members and of their collaborators attending MPAI meetings.
5. keep or cause to be kept a copy of the Statutes, as amended to date, at the seat of MPAI.
6. send out or cause to be sent out notice of General Assemblies to every Member.
7. conduct all correspondence, except correspondence pertaining to the office of the President, the Vice-President or the Treasurer.
8. direct and supervise the work of the Secretariat.
9. perform all other duties and orders prescribed by the Board of Directors, the General Assembly or these Statutes.

8.8 Treasurer

The Treasurer shall:

1. disburse, collect and receive any money due and belonging to MPAI.
2. manage the deposits of MPAI under the supervision of the Board of Directors and as designated by it.
3. notify the Secretariat of any Member's delinquency relating to its payment obligations.
4. draft the annual financial report of MPAI for the Board of Directors prior to the Annual General Assembly.
5. maintain the financial records of MPAI according to the Generally Accepted Accounting Principles (GAAP) and Swiss law.

8.9 Representation

MPAI shall be validly represented with respect to all acts, including court proceedings, by the joint signature of the President or the Vice-President and another Officer.

Officers can make use of electronic signatures.

The Secretary shall individually represent MPAI with respect to all acts of daily management, including court proceedings within the limits of the daily management.

MPAI is also validly represented by an attorney-in-fact, within the limits of his power-of-attorney.

9 ARTICLE 9 - Advisory Committees

9.1 Organisation

MPAI has the following Advisory Committees: Membership and Nomination Committee, Finance and Audit Committee, and IPR Support Advisory Committee. The Board of Directors may establish other Advisory Committees (see item 14 of article 7.8).

Each Committee shall have three (3) Member at least, one of whom is a Director appointed by the Board of Directors and chairs the Committee.

9.2 Quorum and votes

The quorum for the transaction of business in an Advisory Committee is the simple majority of its Present members which are Principal Members.

Directors in Advisory Committees have no voting rights as pertains to the business of that Advisory Committee.

9.3 The Membership and Nominating Committee

This Committee is appointed by the Board for a term of 1 year and shall:

1. review the qualifications of each applicant for Membership.
2. recommend the approval or rejection of each application by the non-discriminatory application of published objective non-discriminating criteria, considering the purpose of MPAI.
3. propose nominees for election to the Board of Directors considering the requirements for balanced industry and geographical representation.
4. propose nominees for all Officer positions to be filled by the Board of Directors.

The Membership and Nominating Committee takes its decisions on a simple majority vote of its Present members.

9.4 The Finance and Audit Committee

This Committee is appointed by the Board for a term of 1 year and shall, within the MPAI financial year (1st of January to 31st of December):

1. review the accounts and finances of MPAI and prepare the audit report for the Board of Directors.
2. propose to the Board of Directors the revised schedule of fees to be paid by the Members of MPAI considering the MPAI budget.
3. recommend an annual budget.
4. recommend auditors for appointment by the Board.

The Finance and Audit Committee takes its decisions on a simple majority vote of its Present members.

9.5 The IPR Support Advisory Committee

This Committee advises the Board of Directors on the guidance to be given to a Development Committee in matters related to the handling of the IPR pertaining to a Technical Specification.

Each MPAI Principal Member may nominate one member of the IPR Support Advisory Committee.

The Secretariat maintains an updated list of the members of the IPR Support Advisory Committee. The IPR Support Advisory Committee may invite experts to assist in its deliberations.

A deliberation of the IPR Support Advisory Committee is adopted by 2/3 majority vote of its Present members. An IPR Guideline, such as a Framework Licence, for a Technical Specification is adopted by 2/3 majority vote of its Present members who have declared their intention to participate in the technical development of the said Technical Specification.

The work of the IPR Support Advisory Committee is further regulated by the Procedures of work of the IPR Support Advisory Committee (Annex I to these Statutes).

9.6 The Communication Advisory Committee

This Committee advises the Board of Directors on issues concerning the MPAI communication policy, strategy and implementation. MPAI communication policy, strategy and implementation. MPAI Members may attend meetings of the Communication Advisory Committee as observers.

9.7 9.7 The Industry and Standards Advisory Committee

This Committee advises the Board of Directors on establishment and management of contacts and liaisons with industry fora, standards organisations, and research organisations that are potential customers or partners in the development of MPAI standards, and MPAI communication policy, strategy, and implementation

MPAI Members may attend meetings of the Communication Advisory Committee as observers.

10 ARTICLE 10 – Standing and Development Committees

10.1 Organisation

The Board of Directors establishes a Standing Committee tasked to perform a function deemed to be of a permanent nature and assigns Terms of Reference to it. The Requirements Standing Committee is the first such Standing Committee. The Board of Directors appoints the Chair of a Standing Committee for a Term of 3 years. The Terms of the Chair of a Standing Committee may be renewed.

The Board of Directors establishes a Development Committee tasked to develop a Technical Specification based on the Terms of Reference approved by the General Assembly and appoints its chair. A Development Committee directly reports to the General Assembly or via a Standing Committee. The General Assembly may decide to assign the reporting of a Technical Committee to itself or to a Standing Committee.

Each Standing and Development Committee and subgroup thereof shall consist of MPAI Principal Members and Associated Members. The Secretariat maintains an updated list of the members of each Standing and Development Committee.

Standing and Development Committees operate based on Consensus of its members Present as detected by the chair. If Consensus is not reached on an issue, the chair may decide to bring the issue to the attention of the General Assembly who decides on the issue by 2/3 majority vote.

The General Assembly may propose demotion of a Chair of a Development Committee to the Board of Directors by 2/3 majority vote of its Principal Members Present. Demotion is effective upon ratification by the Board of Directors. In that case the Board of Director may appoint a new chair or ask the General Assembly to review the development of the Technical Specification assigned to it.

10.2 Procedures of Standing and Development Committees

A Standing Committee operates according to the Terms of Reference assigned by the Board of Directors making decisions based on Consensus.

A Development Committee progresses the development of its Technical Specification according to its Terms of Reference based on its members' Consensus.

The Development Committee chair is tasked to detect when Consensus on an issue has been reached.

If Consensus is not reached on an issue, the Chair may decide to bring the matter to the attention of the General Assembly.

A Technical Specification on which a Development Committee has reached final Consensus about its readiness is transmitted to the General Assembly for final approval by the General Assembly.

The work of the Standing and Development Committees is further regulated by the Procedures of work (Annex I of these Statutes).

11 ARTICLE 11 - Secretariat

The Secretariat is responsible for

1. Keeping an up-to-date list of all Members and their data.
2. Keeping an up-to-date list of:
 - a. The members of the IPR Support Advisory Committee and its Framework Licences # Groups (see Annex I).
 - b. The members of all Standing and Development Committees.
 - c. The Principal Members who have declared the intention to participate in the development of a Technical Specification.
 - d. The Members who have submitted the declaration that they will license their Essential Patents according to the relevant Framework Licence.
3. Managing the data base of all submissions contributed by Members. This data base shall be accessible to Members by electronic means. Third parties may request specific documents to the Secretariat.
4. Providing efficient support to online meetings and collaboration.

12 ARTICLE 12 – Name, Logo and Trademark

MPAI shall have a Registered Name and Logo as Trademark.

Only Licensees of the Essential Patents used in a product or service to which the Name and/or the Logo apply are entitled to use the MPAI Name and/or the MPAI Logo.

The General Assembly that deliberates the dissolution and the liquidation of the Association, will also decide for the withdrawal of the MPAI Trademark in the countries where it is registered.

13 ARTICLE 13 - Liability

For its obligations MPAI is liable with its assets only. Members are not liable for MPAI's financial exposures. The Members who are Officers and Directors shall perform in accordance with the Swiss Law and regulations with the diligence of a prudent businessman, taking the nature of their post and the functions attributed to each of them into consideration, and they will not be personally liable for the debts, actions/inactions of or on behalf of MPAI, provided such actions/inactions are in accordance with the Statutes and/or directions of the General Assembly or the Board of Directors.

14 ARTICLE 14 - Indemnification

To the fullest extent permitted by law and these Statutes, MPAI shall indemnify its Directors, Officers and other persons, including persons formerly occupying any such position, against all

reasonable and related expenses, and all judgements, fines, settlements and other amounts actually and reasonably incurred by them when correctly discharging their duties prescribed herein.

On written request to the Board of Directors by any person seeking indemnification, the Board of Directors shall promptly determine whether the applicable standard of conduct has been met and, if so, the Board of Directors shall recommend indemnification to the General Assembly. If the Board of Directors cannot recommend indemnification because the number of Directors who are parties to the proceedings with respect to which indemnification is sought prevents the formation of a quorum of Directors who are not parties to that proceeding, the Board of Directors shall promptly call the General Assembly. At that meeting, the Principal Members shall determine whether the applicable standard of conduct has been met and, if so, shall authorise indemnification in accordance with this article by 2/3 majority vote of the Principal Members Present.

15 ARTICLE 15 - General provisions

15.1 Annual fees

Annual membership fees will be proposed by the Board of Directors as defined in Article 7, Section 8 and presented for approval of the membership during a duly convened General Assembly.

15.2 Term of MPAI

MPAI shall have a term of five (5) years and shall be wound up upon expiry of such term unless agreed otherwise by a two third (2/3) majority vote of the Principal Members.

15.3 Dissolution

Should MPAI be wound up, the balance of its assets shall, after deduction of debts, not be returned to the Members in proportion of their contribution, but be donated to a not-for-profit goal, the Members explicitly renouncing any payment or reimbursement from the net assets remaining after liquidation of MPAI 's property.

15.4 Antitrust Policy

Generally accepted antitrust and competition principles are intended to ensure that there is free and open competition in business and expressly prohibit any business behaviour, practice, activity or agreement that restrains or limits competition. MPAI Members are fully committed to respect all applicable rules and regulations and the aim of the MPAI is fostering competition in the development of new products, services and applications. Members acknowledge that during the MPAI meetings and activities they shall be particularly careful to ensure compliance with these laws. Failure to comply can result in serious consequences, both financial and legal/criminal, for the Association, member companies, and their collaborators. Violations of antitrust and competition laws are, among others, agreements that, directly or indirectly, fix or artificially distort prices or other trading conditions, geographical or product markets, customers or classes of customers; limit production; share markets. Any of these activities or discussions are strictly prohibited in the frame of the MPAI meetings or activities.

15.5 Anti-corruption

Each Member undertakes to each other Member that it and its Associated Companies will not engage in any activity, practice or conduct in connection with its interest in MPAI which would give rise to an offence under, or non-compliance with, any Anti-Corruption Laws, Anti-Money Laundering Laws or Economic Sanctions Laws.

15.6 Amendments to the Statutes

The effective date for amendments to these Statutes shall be the date such amendments are duly enacted by the General Assembly in accordance with Article 6, Section 5, unless stated otherwise in the amendment or the General Assembly resolution enacting such amendment. All Members shall be bound by any duly enacted amendments to these Statutes and be given sufficient time to resign if they do not agree to the changes.

15.7 Severability clause

In the event that any provision of this Statutes became invalid, illegal, or otherwise unenforceable, this shall not affect the remaining provisions and this Statutes as a whole and such invalid, illegal, or otherwise unenforceable provision(s) shall be amended to an effect that the new provision comes as close as legally possible to the economic effect intended by the Members with the invalid, illegal or otherwise unenforceable provision.

15.8 Final clause

All Members herewith expressly agree to all clauses and all provisions and expressly agree to their validity and enforceability and bind themselves to fully abide by it and execute it and therefore will not challenge any provisions hereof.

Duly read, discussed, approved and signed in **City**, on this **dd/mm/yyyy**

For acceptance of all terms, clauses and annexes

Name _____ Signature _____

Company _____ Date _____

Annex 1 - Procedures of work

These Procedures define the process through which MPAI develops its Technical Specifications (TS) in accordance with its Statutes. The General Assembly (GA) may decide to change these Procedures to support evolving MPAI needs.

In the event of any conflict between this Annex and the main body of the Statutes, the latter shall prevail.

Acronym	Full name
BD	Board of Directors
BSD	Berkeley Software Distribution
CfE	Call for Evidence
CfI	Calls for Interest
CfP	Call for Patents
CfT	Call for Technologies
DC	Development Committee
FWL	Framework Licence
GA	General Assembly
IPR	Intellectual Property Right
IPR SAC	IPR Support Advisory Group
Reqs	Requirements Standing Committee
RS	Reference Software
SEP	Standard Essential Patent
TS	Technical Specification
WP	Work Plan

1. GA establishes and maintains the Work Plan (WP), a document that describes the ongoing and planned work leading to Technical Specifications (TS). This combines input contributions that Members can submit at any time and responses to Calls for Interest (CfI) issued by the GA. Any company, organisation or individual, irrespective of its membership in MPAI, is entitled to submit a written contribution in response to a CfI.
2. When GA identifies the need for a TS, it requests the Requirements Standing Committee (Reqs) to develop requirements for the planned TS and a timeline for the development of the TS. GA adds the relevant information to the WP.
3. If there is Consensus that technology with the expected levels of performance does not exist, Requirements may develop a Call for Evidence (CfE). Any company, organisation or individual, irrespective of its membership in MPAI, is entitled to submit a written contribution in response to a CfE.
4. If there is consensus or the evidence collected from the CfE confirms that the technology exists, GA approves WP, develops the Terms of Reference of the Development Committee (DC) tasked to develop TS, requests BD to appoint a chair and provide the Framework Licence (FWL) for the TS. While the FWL is being developed, GA may authorise further exploration activities related to the potential new TS. Such activities will not be binding to the work that will initiate after the relevant DC is established.
5. Secretariat identifies the Active Members of the TS.
6. The Board of Directors (BD) sends the TS requirements to IPR Support Advisory Group (SAC) requesting the development of a FWL within a deadline.
7. The IPR SAC shall promptly develop the FWL using the following process:

- a. Form a group of Active Members tasked to create the requested FWL. Such group shall be named “FWL # Group”, where # is a sequentially assigned integer number starting with 1.
 - b. Request the BD to nominate a Chair for the said FWL # Group
 - c. Request FWL # Group Members to submit proposals of FWLs
 - d. Request the services of IPR experts, with the agreement of the IPR SAC Chair, if necessary
 - e. Develop the FWL in compliance with generally accepted principles of competition law
 - f. Approve the FWL by 2/3 majority votes of FWL # Group Members Present
 - g. Transmit the FWL to the BD
8. The text of the FWL will, at least, state that the total cost of the licenses issued by IPR holders will be in line with the total cost of the licenses for similar data coding/decoding technologies and will take into account the value on the market of the specific standardised technology. It will also state that access to the standard will be granted in a non-discriminatory fashion.
 9. BD reviews and approves FWL, establishes DC, appoints its chair, and communicates FWL and DC chair’s identity to GA.
 10. The Requirements Standing Committee (Reqs) develops a Call for Technologies (CfT), whose goal is to obtain the technologies required to develop the TS, jointly with the DC.
 11. GA approves and Secretariat publishes CfT. Any company, organisation or individual, irrespective of its membership in MPAAI, is entitled to submit a written contribution in response to the CfT.
 12. Responses to CfT and all documents related to TS submitted to DC shall contain a declaration that the Member or its successors will make available the terms of the Licence related to its Essential Patents according to the FWL, alone or jointly with other IPR holders after the approval of the TS by the GA and in no event after commercial implementations of the TS become available on the market.
 13. If a FWL does not require that IPR holders make available the terms of the Licence related to their Essential Patents on condition that all IPR holders agree to allow use of their Essential Patents without a Licence and until certain events specified in the FWL happen, the FWL shall specify the terms of the Licence that IPR holders will make available in case such events happen.
 14. Responses to the CfT shall be based on the understanding that there will not be other CfTs for the same TS with the same requirements.
 15. Each Member shall declare it will enter into a Licencing agreement for the Standard Essential Patents (SEP) held by other Members, if used, within one year from the publication by IPR holders of their Licencing terms. If the FWL does not require that Members enter into a Licencing agreement for the SEPs held by other Members on condition that all IPR holders agree to allow use of their SEPs without a Licence and until certain events specified in the FWL happen, Members shall enter into a Licencing agreement for the SEPs held by other Members, if used, within one year from the publication by IPR holders of their Licencing terms, if one or more of such events happen.
 16. Each Member shall also inform the Secretariat of the result of its best effort and transparent identification of IP that it believes is infringed by a TS that is being or has already been developed by a DC
 17. Non-Members are obligated to acquire Licences to use MPAAI standards as mandated by the legislations of the territories in which they use the MPAAI standards.
 18. By submitting a document to MPAAI, a Member allows use of the text submitted and its derivatives, for any purpose related to the TS, such as requirements, the text of the TS in all its versions and any other MPAAI TS, and access to the text by MPAAI Members as long as MPAAI or its successors exist.

19. If (a part of) a submission from a non-participant, is identified for inclusion in a specification, the originator will be requested to immediately join MPAI. If such non-participant elects not to join MPAI, its submission will be discarded.
20. As a rule, DC will develop Reference Software (RS) of the TS. This will be governed by the following rules:
 - a. RS shall have the same normative value as TS.
 - b. RS will be distributed with a Berkeley Software Distribution (BSD) licence. The use of the RS may require a Licence of the SEPs.
21. At each stage of development of a document relating to TS, DC may identify specific areas on which participants are requested to submit contributions. Submissions on other topics will be considered at DC Chair's discretion, in consultation with the author of the submission and DC members, and referred to GA.
22. During the development of the TS, Reqs may develop additional requirements related to the TS. These will be communicated to GA who will decide by 2/3 majority vote of the Principal Members Present whether the additional requirements demand a new FWL or the new CfT can be issued with reference to the original FWL. The new CfT may be made open to MPAI Members only.
23. TS will evolve through a series of drafts. A draft TS that has achieved sufficient maturity as assessed by DC members' Consensus, may be proposed to GA for publication with a Request for Community Comments.
24. A draft TS that has reached sufficient maturity, possibly taking Community Comments into consideration, as supported by DC members' Consensus, is proposed to GA for approval.
25. BD requests Secretariat to issue a Call for Parent Declarations to Members. Those Members who believe they hold SEPs on the TS should inform the Secretariat using a form prepared by the BD derived from the text used in the relevant CfT.
26. BD asks IPRSAC to form a group composed of representatives of Members who have responded to the Call for Patents. The Members of the group should express their preference, with a 2/3 qualified majority, of the entity that should administer the patent pool of holders of Patents Essential to the TS considering the technical skills of the entity to be selected.
27. If GA decides to extend the scope of a TS, it may reconvene the DC who developed it or request the Board of Directors to establish a new DC.
28. GA will determine whether there is a need for a corrigendum. If it so determines, GA will designate a DC to develop the text of a draft corrigendum.
29. After approval by GA, the draft corrigendum shall be published inviting public comments for such period as GA shall determine. Secretariat shall inform companies that are known to have developed products that implement the affected TS of the draft corrigendum.
30. GA shall, after taking into consideration any comments received and in accordance with the Statutes, decide whether to modify and adopt the draft corrigendum.

Final clause

All Members herewith expressly agree to all clauses and all provisions and expressly agree to their validity and enforceability and bind themselves to fully abide by it and execute it and therefore will not challenge any provisions hereof.

Duly read, discussed, approved, and signed in **City**, on this **dd/mm/yyyy**

For acceptance of all terms, clauses, and annexes

Name _____ Signature _____

Company _____ Date _____