1 General

1.1 Introduction

This Technical Reference defines requirements for participation in the NMRA Standards and Conformance Department and for certain disclosures, license grants, and other assurances. People with various backgrounds, memberships in organizations, consulting with manufacturers and actual manufacturers provide a wide knowledge on the subject but may seek to advocate for the interests of organizations other than NMRA. They also own the contributions to the NMRA that they author under applicable copyright law. Therefore, NMRA needs freedom of action to use such contributions, and freedom from infringement claims arising from software, hardware and documentation that members contribute. The disclosures and licenses required in this document are directed to these goals.

2. Background of participants in the NMRA Standards and Conformance Department

The NMRA Standards and Conformance Department is made up of a variety of individuals with varied backgrounds, levels of knowledge, specific expertise in electronics, software and mechanical engineering. They can also be knowledgeable in the drafting of Standards and Conformance test procedures. These participants fall into the following categories:

1. NMRA members who are volunteers with no outside affiliations.
2. NMRA members who have a relationship with a model railroad manufacturer, providing consulting services either free or for a financial return.
3. NMRA members who are also members of groups that are not related to the NMRA yet are involved in the design and development of Standards and equipment.
4. Manufacturer representatives of companies, whether they are members of the NMRA or not, which are directly or indirectly involved in the development, design and production of model railroad products.

3. Required Disclosure Form to be a participant in the NMRA Standards and Conformance Department

Development of standards which broadly benefit the user community requires a standards organization to know the outside interests of its participants so the contributions of participants can be evaluated in light of those interests. Each participant in activities of the Standards and Conformance Department is required to provide, annually, a signed disclosure statement (Attachment A) detailing any involvement or affiliation with manufacturers of model railroading products, or groups that develop, influence, or advocate concerning model railroading products. The scope of this disclosure is intended to be broad and includes any form of cooperation or affiliation.
with a group or manufacturer, not merely formal employment relationships. Participation in
general-purpose public internet model railroading discussion groups or email lists, the purpose of
which is not to develop model railroading products, or to influence or advocate concerning the
design or development of such products, does not need to be disclosed. Having no affiliations is not
a requirement for participation, but some kinds of involvement or affiliation may be disqualifying,
as determined by NMRA in NMRA’s sole discretion. This statement is used to confirm eligibility in
the various sub-groups of the Standards and Conformance Department. New participants sign the
agreement as they join. The annual disclosure statement will be collected each January of each
year.

4. Efforts being conducted by the NMRA Standards and
Conformance Department

The NMRA Standards and Conformance Department constantly has several efforts underway on the
design, development, Standards drafting and Testing for Standards Conformance of model railroad
equipment.

These include:

1. Developing and revising of Standards that should be used by model railroad
manufacturers to ensure compatibility and interoperability of model railroad products
used by the consumer. These Standards are agreed to by the applicable Working Group
reviewed by the NMRA membership and then approved with the NMRA Board of
Directors as the Standard for the subject intended.

2. Certain participants in the NMRA Standards and Conformance Department have been
tasked with reviewing model railroad products. This testing requires specific test
equipment and software to ensure that the product meets the approved Standards.
Should the product meet the Standards, a Seal of Conformance is issued to the
manufacturer for that specific product.


5. Qualification for and limitations on various parts of a
Working Group

Based on the efforts noted above, the following sub-groups are defined in a NMRA Working Group
and the requirements and limitations for participation are provided.

1. Standards Development and Revision group.

A. NMRA members and manufacturing representatives in each of the above list
categories can be active contributors or participants. Each participant agrees to
grant a license to any software that they create, documentation that they write, as
part of the group, to the NMRA; participants retain ownership of these creations.
NMRA provides a Contributor License Agreement (CLA) for this purpose and entering into the agreement with NMRA is a condition of participation.

B. Manufacturer representatives are welcome to actively contribute to the Standards and other documents. If manufacturers are only going to provide review and comment, they will not be required to sign a CLA. Manufacturers who provide representatives for active contribution to Standards or other documents agree to grant a license to any software that they create, documentation that they write, as part of the group, to the NMRA. NMRA provides a Corporate Contributor License Agreement for this purpose and entering into the agreement with NMRA is a condition of participation. A Corporate Contributor License Agreement for a manufacturer representative is obtained by request to the NMRA using Attachment G to provide required information. Email the completed Attachment G to Tech-chair@nmra.org. The NMRA legal Department will generate the agreement and return to the Standards and Conformance Manager for signing by the representative. A representative of a manufacturer that is not organized as a legal entity, such as a corporation, LLC, limited company or other entity with legal recognition in the country and/or state of headquarters, must participate as an individual and sign the Contributor License Agreement.

2. Development of Test equipment, including hardware and software.

   A. Each participant agrees to abide by the Intellectual Property Policy of the NMRA. The GPL 3 General Public license is used for licensing software related to the development of conformance and testing equipment and the BSD-3 clause license is used for licensing other software development to the NMRA for projects not related to conformance and testing. Participants admitted to this project are required to enter into the Contributor License Agreement.

   B. All participants in the working group may participate in the initial development of hardware and software for testing of model railroad products for compliance to standards. Once the development has reached the final review stage before approval, only NMRA members with no affiliations with any manufacturer, vendor, distributor, or retailer, formal or informal, are allowed to conduct the review and approve the hardware and software for use ensuring they are free of any proprietary material. Since equipment and software that will be used to test products for conformance to the NMRA Standards, involvement by anyone having outside affiliations in the approval process is a conflict of interest that could cause the results of the conformance testing to be questioned should issues arise.


   A. Only NMRA members with no affiliations with any manufacturer, vendor, distributor, or retailer, formal or informal, are allowed to conduct conformance testing of commercial model railroad products. The results of the testing are disseminated by other procedures defined in the NMRA Governing Documents.
and Standards and Conformance internal procedures. This requirement has no impact on a company complying with self-certification.

B. Participants admitted to the Conformance Testing subgroup may receive manufacturer’s samples or pre-production products for testing, and may receive business confidential information such as the identity of products that have failed testing. Therefore, participants may be required to enter into a non-disclosure agreement (NDA) with NMRA as a condition of participation in the Conformance Testing subgroup. The NDA bars disclosure of confidential information learned about such samples, products or test results.

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Attachment E reproduces the GPL 3.0 General Public License, which is incorporated by reference in the CLA.

Attachment F is a Non-Disclosure Agreement between the participants in the Conformance Testing subgroup and the NMRA.

Attachment G is the Input Form for Corporate Contributor License Agreement.

8. Document History

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<td>Addition of Input Form for Corporate Contributor License Agreement with instructions for submission. Change 1</td>
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TR-3-2020 – Attachment A

NATIONAL MODEL RAILROAD ASSOCIATION, INC.
Disclosure Report – Standards & Conformance Department

(Print or type information) (To be provided to Headquarters by January 15**)

Name ____________________________________________

For Calendar Year ____________________________

National Model Railroad Association, Inc. (NMRA), requires volunteer members participating in committees, working groups, subgroups and activities of the Standards & Conformance Department to disclose certain information for evaluation of potential conflicts of interest. If the form does not provide adequate space for your responses, check “Yes--see attached” and, on the attachment, include the paragraph number to which that information applies.

It is impracticable to cover all conceivable situations which might give rise to a possible conflict of interest. It is the intent of this report that questions are interpreted broadly, and that full disclosure be made of any fact or circumstance which might be construed to create such a conflict. For example, in question 4, “affiliation” includes family ties and connections as well as business connections.

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   [ ] NO  [ ] YES -- see below.  [ ] YES see attached.

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   [ ] NO  [ ] YES -- see below.  [ ] YES see attached.

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   [ ] NO  [ ] YES -- see below.  [ ] YES see attached.
4. Do you have any other affiliation or interest with an entity that is engaged directly or indirectly in the production of information, services or products for model railroading? This includes any affiliation or interest with any publisher, media producer, manufacturer, vendor, distributor, retailer, open-source development group, standards developer, or technical association, regardless of whether, in your opinion, the affiliation or interest conflicts with, or is likely to conflict with, or might reasonably be thought to conflict with, your official duties or responsibilities with the NMRA.

☐ NO  ☐ YES -- see below.  ☐ YES see attached.

5. Do any your family members, including any spouse or registered domestic partner, children, siblings, parents, aunts, uncles, have any of the affiliations or interests covered in any of questions 1 to 5? If so, list their names and relationship to you, and which question applies to such person.

☐ NO  ☐ YES -- see below.  ☐ YES see attached.

I have read the Code of Ethics Policy of the National Model Railroad Association, Inc. and agree to conduct myself in accordance with its principles. I agree that as long as I am a member of the Standards and Conformance Department, that I will promptly disclose in writing to the NMRA Standards and Conformance Department Manager any fact or situation that may arise in the future which necessitates a different answer or response to the above questions. I certify that by signing this report that I have answered the above questions to the best of my knowledge and belief.

_____________________________  ______________________________
Date  Signature

This form can be emailed to Tech-chair@NMRA.org

or mailed to:

Manager, Standards & Conformance Dept
National Model Railroad Association, Inc.
P.O. Box 1328, Soddy Daisy, TN 37384-1328

Phone: (423) 892-2846 - Fax: (423) 899-4869
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Name: ________________________________

By___________________________________ Date: _____________________________

Contributor

By_______________________________
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TR-3-2020 Ch 2 NMRA Standards and Conformance Department Participation  
Mar 3, 2021
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Version 3, 29 June 2007

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3) **Non-use and Non-disclosure.** Receiving Party shall not use any Proprietary Information of the other party for other than the Purpose as defined herein. Receiving Party shall not use the Proprietary Information to develop, market, distribute, or otherwise make available a product or service that would infringe or violate existing or potential intellectual property rights of NMRA, or disclose Proprietary Information to third-party magazines, journals, online forums, social media services, or any other party without a written agreement from NMRA allowing the Receiving Party to do so. Receiving Party agrees not to disclose any Proprietary Information to such party's employees except to those of its employees who are required to have the information in order to evaluate or engage in discussions concerning this contemplated business relationship and provided that each such recipient has executed a confidentiality agreement protecting the Proprietary Information having terms no less stringent than those in this Agreement. Receiving Party shall not reverse engineer, disassemble or decompile any prototypes, integrated circuits, software or other tangible objects provided hereunder which embody Proprietary Information.

4) **Notice of Misuse or Misappropriation.** Receiving Party will notify NMRA in writing of any misuse or misappropriation of Proprietary Information which may come to its attention.

5) **Maintenance of Confidentiality.** Receiving Party shall take all reasonable measures to protect the confidentiality of and avoid disclosure and unauthorized use of the Proprietary Information. Without limiting the foregoing, Receiving Party shall use at least those measures that it uses to protect its own Proprietary Information of a like nature, provided that it uses no less than reasonable care. Receiving Party shall not make copies of the Proprietary Information unless such action is previously approved in writing by NMRA. Receiving Party shall reproduce NMRA’s confidentiality and/or proprietary rights notices on any such approved copies in the same manner that such notices are set forth in the original.

6) **No Obligation to Transact Business.** Nothing in this Agreement shall imply or constitute any agreement or commitment by either party to transact any business with the other party or encourage either party to expend funds or other resources in the development of products, services or ideas of any kind. Each party reserves the right, in its sole discretion, to terminate the discussions contemplated by this Agreement.

7) **NO WARRANTY.** ALL PROPRIETARY INFORMATION IS PROVIDED "AS IS" AND NMRA MAKES NO WARRANTIES, EXPRESS, IMPLIED, OR OTHERWISE, REGARDING ITS ACCURACY, COMPLETENESS, OR PERFORMANCE, INCLUDING, WITHOUT LIMITATION, ANY WARRANTY OF MERCHANTABILITY OR OF FITNESS FOR A PARTICULAR PURPOSE.

8) **Return of Materials.** All documents and other tangible objects containing or representing Proprietary Information which have been disclosed by NMRA to the Receiving Party, and all copies thereof which are in the possession of the Receiving Party, shall be and remain the property of the Disclosing NMRA and shall be promptly returned to NMRA upon NMRA's written request.

9) **Ownership of Proprietary Information.** All Proprietary Information and any Derivatives thereof, whether created by NMRA or the Receiving Party, remains the property of the NMRA and no license or other rights to the Proprietary Information is granted or implied other than the limited right to use the Proprietary Information to the extent permitted by this Agreement.

10) **Term.** The term of this Agreement shall be perpetual as to all Proprietary Information.

11) **Remedies.** Receiving Party agrees that any violation or threatened violation of this Agreement by the Receiving Party would likely result in irreparable injury to NMRA, the extent of which may be difficult and/or impractical to assess, and that in such cases money damages would be an inadequate remedy for breach. Accordingly, NMRA shall be entitled to seek preliminary and/or permanent injunctive relief in addition to all legal remedies available to NMRA at law or in equity without prejudice to any other remedies.

12) **Notices.** Any notice required or desired to be given with respect to this Agreement shall be in writing and shall be deemed delivered when sent by registered or certified mail, return receipt requested (if being sent from within the USA to an address within the USA), or by facsimile transmission confirmed in
writing (regardless of the points of sending and receipt), or by overnight express courier (such as Federal Express) marked for earliest possible delivery (regardless of points of sending and receiving), in each case addressed to the other party at the address and facsimile number for such party set forth herein, or to such other address or facsimile number as the party may have specified by prior notice to the other given in the manner herein provided.

13) **Miscellaneous.** This Agreement shall bind and inure to the benefit of the parties hereto and their successors and assigns. This Agreement shall be governed by the laws of the State of Ohio, without reference to conflict of laws principles. This document contains the entire agreement between the parties with respect to the subject matter hereof, and neither party shall have any obligation, express or implied by law, with respect to trade secret or proprietary information of the other party except as set forth herein. Any failure to enforce any provision of this Agreement shall not constitute a waiver thereof or of any other provision. To the extent that any of the agreements set forth herein, or any word, phrase, clause, or sentence thereof shall be found to be illegal or unenforceable for any reason, such agreement, word, clause, phrase or sentence shall be modified or deleted in such a manner so as to make the agreement as modified legal and enforceable under applicable laws, and the balance of the agreements or parts thereof, shall not be affected thereby, the balance being construed as severable and independent. This Agreement may not be amended, nor any obligation waived, except by a writing signed by authorized representatives of the part hereto.

14) **IN WITNESS WHEREOF,** the parties have caused this Agreement to be duly executed by their respective duly authorized representatives as of the Effective Date.

**NATIONAL MODEL RAILROAD ASSOCIATION**

(RECEIVING PARTY)

By: _____________________________
Manager, Standards & Conformance
Department, NMRA

By: _____________________________
Name: ___________________________

Date signed: _______________________

This form can be emailed to Tech-chair@NMRA.org

or mailed to:

Manager, Standards & Conformance Dept
National Model Railroad Association, Inc.
P.O. Box 1328, Soddy Daisy, TN 37384-1328

Phone: (423) 892-2846 - Fax: (423) 899-4869
National Model Railroad Association, Inc.
Standards and Conformance Department

Input Form for Corporate Contributor License Agreement

NMRA Standards and Conformance Department welcomes participation from approved employees of manufacturers or other entities that are legally organized as corporations, limited companies, or limited partnerships. To participate, an entity is required to enter into a Corporate Contributor License Agreement. Its purpose is to ensure that a legal entity, such as an employer of an individual participant, is aware of the contributions that its employees make—including works of authorship which are “works made for hire” that are owned, for copyright purposes by the employer—and that the entity consents to licensing those works to NMRA. Entities must be aware that the contributions of employees to the DCC WG may result in licensing employer-owned technology to NMRA.

To request a Corporate Contributor License Agreement, please complete this form and return it to the Manager, Standards & Conformance Department, NMRA by email to Tech-chair@nmra.org.

| Legal name, or name used in formation, of manufacturer, employer, or other legal entity; |  |
| --- |
| Business address of the headquarters premises of the entity as shown in organizational records |  |
| Type of entity (corporation, LLC, LLP, limited company, etc.) |  |
| Jurisdiction of legal organization (e.g., “Delaware,” “Switzerland”) |  |
| Name(s) of employee(s), officers, or directors who will participate in the WG |  |
| Expected subject matter of the contributions of these persons—which this subject matter will be licensed to NMRA on a non-exclusive basis—stated in as specific terms as possible |  |
| Name, title, and e-mail address of an authorized representative of the entity who will sign the agreement (Providing an e-mail address, and the use of online electronic signing, are required) (A second contact person to receive a copy may be identified here also) |  |

All legal entities must be in good standing in the jurisdiction of organization. Entities with a tax status or organizational status of Suspended, Dissolved, or the equivalent may be refused.
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