

Bylaws of IQRF Alliance z.s.

I. Preamble

Art.1 Alliance Characteristics

1. IQRF Alliance (hereinafter referred to as "Alliance") is an open non-profit association of legal entities interested in mutually beneficial cooperation in development, production, sales promotion, and the sale of devices using IQRF[®] technology and related software and services.
2. Alliance is a registered association pursuant to Section 214 of Act No. 89/2012 Sb., the Civil Code, registered office Průmyslová 1275, Jičín, zip code 506 01, Czech Republic, alliance@iqrf.org.
3. The Board of Directors is the highest authority of Alliance.
4. The CEO is the authorized representative of Alliance.

Art.2 The Purpose Of Alliance

5. The purpose of Alliance is:
 - a. to support the development of technologies, end products, software, solutions, services, and projects based on the IQRF[®] technology, both in technological development and in promotion and/or commercial use;
 - b. to promote mutual cooperation and exchange of information among its members;
 - c. to promote the brand of IQRF[®] and the products, solutions, and projects based thereon, and to get IQRF[®] into general awareness as one of the key wireless mesh technologies for the Internet of Things;
 - d. to define a comprehensive standard, product certification process, and an IT infrastructure to ensure IQRF[®] interoperability.

II. Membership in Alliance

Art.3 Types of membership

1. Sponsor Member

- a. "Sponsor Member" shall mean a company interested in a major influence on Alliance's direction, being ready to participate actively in Alliance's management, financial costs, promotion, and technical developments.
- b. The membership fee of a Sponsor Member due in a lump sum upon joining Alliance shall amount to € 1,000 excluding VAT.
- c. A Sponsor Member shall have the following rights within Alliance:
 - i. to have three of its representatives in Alliance's Board of Directors;
 - ii. to have one or more of their representatives within all Committees;
 - iii. to vote in all Committees (one vote per member and Committee);
 - iv. to acquire HWPID to certify up to 128 own interoperable products;
 - v. to use Alliance and/or certification logo on their certified products, websites, and promotional materials;
 - vi. to be included in press releases and interviews relating to Alliance;
 - vii. to access members' website zone and Alliance information resources;
 - viii. to receive e-mails, news, and other information for Alliance members only.
- d. The service fee for a Sponsor Member shall amount to € 100,000 per year excluding VAT.

- e. In consideration of the service fee payment, Alliance provides the following services to a Sponsor Member:
 - i. Platinum partnership at regular IQRF Summits free of charge;
 - ii. free access to the networking and community events organized by Alliance;
 - iii. promotion of the company as a Sponsor Member on Alliance website, on printed materials, at international trade fairs and conferences, and within Alliance's PR activities;
 - iv. priority promotion of member's products and services on Alliance website, on printed materials, at trade fairs and conferences, and within Alliance's PR activities;
 - v. a budget of € 20,000 per year on Alliance defined marketing and PR events;
 - vi. processing of up to 20 case studies according to supplied documents in on-line, printed, and PPT forms;
 - vii. processing of and publishing up to 20 press and PR reports according to supplied documents;
 - viii. free IQRF Interoperability certification for up to 128 own products.

2. Contributor Member

- a. "Contributor Member" shall mean a company aspiring to influence Alliance's direction mainly through their work in Committees.
- b. The membership fee of a Contributor Member due in a lump sum upon joining Alliance shall amount to € 300 excluding VAT.
- c. A Contributor Member shall have the following rights within Alliance:
 - i. to have one or more of their representatives within all Committees;
 - ii. to vote in all Committees (one vote per member and Committee);
 - iii. to acquire HWPID to certify up to 64 own interoperable products;
 - iv. to use Alliance and/or certification logo on their certified products, websites, and promotional materials;
 - v. to be included in press releases and interviews relating to Alliance;
 - vi. to access members' website zone and Alliance information resources;
 - vii. to receive e-mails, news, and other information for Alliance members only.
- d. The service fee for a Contributor Member shall amount to € 6,000 per year excluding VAT.
- e. In consideration of the service fee payment, Alliance provides the following services to the Contributor Member:
 - i. Golden partnership at regular IQRF Summits free of charge;
 - ii. free access to the networking and community events organized by Alliance;
 - iii. promotion of the company as a Contributor Member on Alliance website, on printed materials, at international trade fairs and conferences, and within Alliance's PR activities;
 - iv. priority promotion of member's products and services on Alliance website, on printed materials, at trade fairs and conferences, and within Alliance's PR activities;
 - v. a budget of € 2,000 per year on Alliance defined marketing and PR events;
 - vi. processing of up to 6 case studies according to supplied documents in on-line, printed, and PPT forms;
 - vii. processing of and publishing up to 6 press and PR reports according to supplied documents;
 - viii. IQRF Interoperability certification for up to 64 own products at a reduced price.

3. Adopter Member

- a. “Adopter Member” shall mean a company aspiring to make use of Alliance's technical resources, community, and marketing assets to increase their competitive advantage and improve their market situation.
- b. The membership fee of an Adopter Member due in a lump sum upon joining Alliance shall amount to € 100 excluding VAT.
- c. An Adopter Member shall have the following rights within Alliance:
 - i. to have one or more representatives in Technical and Marketing Committees – no right to vote, only advisory capacity;
 - ii. to acquire HWPID to certify up to 16 own interoperable products;
 - iii. to use Alliance and/or certification logo on their certified products, websites, and promotional materials;
 - iv. to be included in press releases and interviews relating to Alliance;
 - v. to access members' website zone and Alliance information resources;
 - vi. to receive e-mails, news, and other information for Alliance members only.
- d. The service fee for an Adopter Member shall amount to € 1,000 per year excluding VAT.
- e. In consideration of the service fee payment, Alliance provides the following services to the Adopter Member:
 - i. Silver partnership at regular IQRF Summits free of charge;
 - ii. free access to the networking and community events organized by Alliance;
 - iii. promotion of the company as an Adopter Member on Alliance website, on printed materials, at international trade fairs and conferences, and within Alliance's PR activities;
 - iv. promotion of member's products and services on Alliance website, on printed materials, at trade fairs and conferences, and within Alliance's PR activities;
 - v. processing of up to 2 case studies according to supplied documents in on-line, printed, and PPT forms;
 - vi. processing of and publishing up to 2 press and PR reports according to supplied documents;;
 - vii. IQRF Interoperability certification for up to 16 own products at a standard price.
- f. If an Adopter Member is a startup or a young company, it can also become a member of the IQRF[®] Start-up Program under the following conditions:
 - i. The company was founded no later than three years prior to their joining Alliance;
 - ii. The company is planning or working on a product that is directly related to the IQRF[®] Ecosystem;
 - iii. Besides signing the Bylaws, the company provides a brief business plan and completes successfully the qualifying interview with the IQRF[®] Start-up Program manager;
 - iv. CEO shall approve the company for the IQRF[®] Start-up Program;
 - v. A member of the IQRF[®] Start-up Program shall be exempt from any Alliance membership fees and service charges;
 - vi. IQRF[®] Start-up Program membership is provided for 1 year and can be extended for up to 1 year on the basis of an updated business plan, presentation of the results achieved in the previous year to the IQRF[®] Start-up Program manager, and an approval by CEO.

4. Institution Member

- a. "Institution Member" shall mean a non-profit organization or an institution receiving contributions from the State Budget (a secondary school or a university, an innovation centre, a development centre, etc.), being interested in participating in IQRF[®] Smart School Program, supporting IQRF[®] Start-up Program, and/or otherwise capable of contributing to the development of Alliance and benefiting from their membership.
- b. An Institution Member shall be permanently exempt from any membership or service fees of Alliance.
- c. An Alliance Member shall have the following rights within Alliance:
 - i. to have one or more representatives in Technical and Marketing Committees – no right to vote, only advisory capacity;
 - ii. to use Alliance logo on their website and promotional materials;
 - iii. to take advantage of Alliance activities in support of the promotion of Alliance member services;
 - iv. to be included in press releases and interviews relating to Alliance;
 - v. to access members' website zone and Alliance information resources;
 - vi. to receive e-mails, news, and other information for Alliance members only.
 - vii. to participate in the events organized by Alliance.
- d. If an Institution Member is a secondary school or a university, they may also become members of the IQRF[®] Smart School Program with the following rights and obligations:
 - i. The organization has the right to use the name of IQRF[®] Smart School and the logo of IQRF[®] Smart School on their website and promotional materials;
 - ii. The organization obtains access to educational materials on IQRF[®] and is allowed to make use thereof for teaching, research, and development purposes;
 - iii. The organization has the right to participate in competitions organized by Alliance;
 - iv. Employing their own trained and certified tutors, the organization may provide their students with the certification of IQRF[®] mastery through ready-made tests;
 - v. As a member of the IQRF[®] Smart School Program, the organization undertakes to provide training and/or promotion of IQRF[®] within its organization and region.

Art.4 Membership Fee

1. The membership fee is a non-recurring contribution which entitles a Member to the rights pursuant to Art. 3 hereof and to the type of their membership.
2. The membership fee is set by Alliance Board of Directors for each type of membership individually.
3. The membership fee is payable on the date upon which the applicant became a Member of Alliance.

Art.5 Service Fee

4. The service fee is a regular contribution for the services defined under Art. 3 hereof which Alliance provides a Member with in accordance with the type of their membership.
5. The service fee is set by Alliance Board of Directors for each type of membership individually.
6. The service fee is payable on the date upon which an applicant becomes a Member of Alliance and annually on every anniversary thereof.

Art.6 Commencement of Membership

1. The admission of a Member of Alliance shall be decided upon by CEO, in case of a Sponsor Member by the Board of Directors, on the basis of signed Bylaws and payment of the membership and service fees, or the fulfillment of the conditions set for the given membership type.
2. Membership process:
 - a. The applicant fills in the form published on the official Alliance website;
 - b. The applicant signs the Bylaws the scan of which they e-mail to alliance@iqrf.org, or they send two copies thereof to Alliance registered office;
 - c. The applicant pays any advance invoices or meets the requirements for the given membership type which is exempt from membership fee;
 - d. If CEO grants the membership application, CEO signs the Bylaws signed by and received from the applicant. The membership of a new member shall arise as of the date of signature of the Bylaws by both entities;
 - e. After signing the Bylaws, Alliance shall send to a new member the following:
 - i. a scanned or true master copy of signed Bylaws;
 - ii. invoices for membership and service fees;
 - iii. an information e-mail with the access to Members' zone;
 - iv. other important and up-to-date information.
3. The list of Alliance Members shall be public and posted on the official Alliance website.

Art.7 Suspension and Termination of Membership

1. In case of failure of Alliance Member to pay the service fee no later than one month past the due date, CEO may decide upon the suspension of drawing the services pursuant to Art. 3 hereof, until the service fee is fully paid.
2. In case of failure of Alliance Member to pay the service fee no later than three months past the due date, CEO may decide upon the suspension of their membership in Alliance, until the service fee is fully paid.
3. Membership in Alliance may be suspended or terminated at the discretion of Board of Directors in particular on the basis of the following facts:
 - a. The information provided in the membership application prove to be untrue or incomplete;
 - b. Alliance member violates any of their obligations stipulated hereby in a serious manner;
 - c. The member acts contrary to the objectives of Alliance stipulated hereby.
4. Membership in Alliance may further be suspended or terminated at the request of the Member concerned.
 - a. Any Member of Alliance shall be entitled to suspend or terminate their Alliance membership, in which case their membership shall be suspended or terminated as of the date of the delivery of Member's written notification to Alliance registered office.
5. In case of suspension or termination of their membership, a Member shall not be entitled to a refund of any portion of paid membership or service fees.

Art.8 Obligations of a Member of Alliance

1. Each Member of Alliance shall, in particular:
 - a. Fill in and sign the Bylaws truthfully;
 - b. Pay in due time to Alliance the service fee for services provided by Alliance according to the type of their membership;

- c. Adhere to the principles of ethical conduct, in particular, to act in a qualified manner, in good faith, with the highest professional care, honestly, politely, loyally, helpfully, and in accordance with good manners. Cause no harm, through their conduct, to the legitimate interests and rights of Alliance or the Members thereof, and to act in accordance with the principles of equality and impartial behavior towards everyone, regardless of their race, religion, nationality, gender, age. No Alliance member shall, whether directly or indirectly, engage in any activity that could be interpreted as a search for or extortion of bribes, illegal commissions, or other payments or benefits;
- d. Provide Alliance with a digital version of Member's logo in a vector format or as a high-resolution picture;
- e. Enable Alliance to use Alliance Member logos to promote Member's company, brands, products, services, solutions, and projects, and to promote Alliance as a whole.
 - i. In case of Member's explicit request, the use of Member's logo shall be subject to their consent for each case thereof.
- f. Promote, in accordance with their capabilities, the good name of IQRF® and Alliance.

Art.9 Alliance Partners

1. Board of directors shall be entitled to approve any mutual free co-operation between Alliance and another organization. Not being Alliance Member, any such organization shall be referred to as IQRF® Alliance Partner.
2. Alliance Partners may be listed on Alliance website under Partners.

III. Committees

Art.10 Committees and their Objectives

1. Committees are voluntary working groups of Alliance Members in which Members can contribute in various ways to the purpose of Alliance.
2. The objectives of the Committees are to:
 - a. create an environment for effective co-operation of Members in key areas of Alliance activities;
 - b. prepare agreed outputs of the Committee for the development of the given Alliance area;
 - c. implement the agreed steps within the Committee.

Art.11 Committee Chairmen and Members

1. The Chairman of the Committee
 - a. CEO appoints and dismisses the Chairman of the Committee.
 - b. The Chairman of the Committee may be a representative of Sponsor or Contributor Member.
 - c. The Chairman of the Committee shall be responsible for:
 - i. Regular (monthly) meetings of the Committee;
 - ii. Administrative work within the Committee (invitations, list of members of the Committee, minutes of meetings, outputs, etc.);
 - iii. Ensuring the voting of the Committee;
 - iv. Submitting the outputs of the Committee for approval to CEO;
 - v. Presenting the outputs of the Committee and implementing the agreed steps;
 - d. The Chairman of the Committee has the right to deny or terminate the participation of a Committee Member, except for Sponsor and Contributor Members, especially when a Committee Member fails to behave efficiently and constructively, and/or fails to contribute to the work of the Committee.

- e. The Chairman of the Committee shall be entitled to no remuneration for their position of the Chairman of the Committee.
2. Committee Member
- a. Committee Members shall be active and constructive in their approach towards Committee's activities and, according to their capabilities, towards the performance of tasks assigned by the Committee.
 - b. Representatives of Sponsor and Contributor Members shall have the right to vote during the approval of the outputs of the Committee. Representatives of Adopter and Institution Members shall have no such right.
 - c. Applicants for the membership of the Committee shall apply to the Chairman of the Committee to be included in the list of Committee Members.
 - d. Committee Members shall not be entitled to any remuneration for their work in the Committee.

Art.12 Types Of Committees

1. Strategic Committee

- a. The Strategic Committee consists of the representatives of Sponsor and Contributor Members.
- b. The main tasks of the Strategic Committee are:
 - i. creating and updating long-term and annual strategic plans of Alliance;
 - ii. planning outputs and key Alliance activities both on organizational and technical level;
 - iii. planning the development of IQRF[®] Ecosystem.

2. Technical Committee

- a. The Technical Committee consists of the representatives of Sponsor, Contributor, Adopter, and Institution Members.
- b. The main task of the Technical Committee are:
 - i. defining the standardization of IQRF[®] devices and gateways;
 - ii. defining the certification process of IQRF[®] interoperable devices and gateways, and to oversee the implementation and operation thereof;
 - iii. defining the concept of IT infrastructure for easy use of certified IQRF[®] products, and oversee the implementation and operation thereof;
 - iv. defining the concept of a certified IQRF[®] product database, and oversee the implementation and operation thereof;
 - v. working with the Marketing Committee to prepare technical marketing materials;
 - vi. working with the Strategic Committee on development plans for IQRF[®] Interoperability Standard and Ecosystem;

3. Marketing Committee

- a. The Marketing Committee consists of the representatives of Sponsor, Contributor, Adopter, and Institution Members.
- b. The main task of the Marketing Committee are:
 - i. creating print and digital marketing materials;
 - ii. organizing events to promote IQRF[®]-based products, solutions, and services;
 - iii. maintaining and upgrading Alliance website;
 - iv. promoting IQRF[®] through PR and social networks.

4. Other Committees
 - a. The creation or termination of a Committee shall be approved by CEO at the proposal of a Sponsor or Contributor Member.

IV. Intellectual Property

Art.13 Intellectual Property of Alliance

1. Alliance uses the IQRF[®] brand under a Licensing Agreement with IQRF Tech s.r.o.
2. Any patents and applied designs for IQRF[®] as well as trademarks for IQRF[®] OS, IQRF[®] DPA, IQRF[®] SDK, IQRF[®] IDE, etc. shall remain the sole property of IQRF Tech s.r.o.
3. Alliance and IQRF Tech s.r.o jointly manage:
 - a. technical documentation of the IQRF[®] Standard;
 - b. IT infrastructure to ensure simple operation of certified IQRF[®] Products;
 - c. passwords, certification keys, and other security features of managed systems and services;
 - d. outputs and materials of Alliance Committees;
 - e. Alliance marketing materials;
 - f. Alliance website and the content thereof;
 - g. documentation, database, and process to certify IQRF[®] interoperable products.
4. Any materials, suggestions, ideas, and recommendations by members of Committees may be used to create the Intellectual Property of Alliance unless a Member identifies explicitly the shared information as confidential.

V. Standardization and Certification of IQRF[®] Interoperability

Art.14 Standardization of IQRF[®] Interoperability

1. IQRF[®] Standardization Objectives:
 - a. ensuring the interoperability of IQRF[®] products of various manufacturers (unification of control of common peripherals through standardization of IQRF[®] DPA commands);
 - b. simple integration of IQRF[®] Standard into terminal devices, gates, clouds, mobile applications, etc.
2. IQRF[®] Standardization shall be provided by Alliance Technical Committee.
3. IQRF[®] Standard is publicly available on Alliance website.

Art.15 Certification of IQRF[®] Interoperability

1. IQRF[®] Certification Objectives:
 - a. ensuring the interoperability of Alliance IQRF[®] products;
 - b. assuring the customer that the device is interoperable with the IQRF[®] Ecosystem and can be controlled by standard IQRF[®] DPA commands.
2. IQRF[®] Certification shall be defined and provided (or assigned) by Alliance Technical Committee.
3. Any materials needed to certify a product are available on Alliance website.
4. A certified product may be marked with IQRF[®] Certified logotype.

Art.16 IT Infrastructure to Support IQRF® Interoperability

1. Objectives:
 - a. simple (plug-and-play) installation of an IQRF® interoperable product;
 - b. minimizing errors associated with poor installation or programming of IQRF® products;
 - c. providing a unified database of all IQRF® interoperable products.
2. IT Infrastructure shall be defined by Alliance Technical Committee which also oversees its implementation and operation.

VI. Organization of Alliance**Art.17 Alliance Board of Directors**

1. Alliance Board of Directors is composed of:
 - a. representatives of Sponsor Members, each having three members;
2. The Board of Directors shall have the following tasks and powers:
 - a. be the supreme body of Alliance;
 - b. approve the Bylaws of Alliance, including membership and service fees;
 - c. approve Alliance's financial result (available to members of the Board of Directors only);
 - d. appoint and dismiss CEO;
 - e. define the tasks and powers of CEO;
 - f. set possible remuneration of CEO;
 - g. appoint and dismiss CTO;
 - h. define the tasks and powers of CTO;
 - i. approve the accession of Sponsor Members;
 - j. decide on the abolition, merger, or transformation of Alliance.
3. The decision of the Board of Directors shall be made on the basis of a simple majority of all representatives. Remote communication services could be used.
4. The minimum frequency of meetings of Alliance Board of Directors is once a year.

Art.18 CEO

1. CEO is a natural person acting as an authorized representative on the basis of an appointment by Alliance Board of Directors.
2. CEO shall have the following tasks and powers:
 - a. be appointed for 3 years;
 - b. appoint and dismiss the Chairmen of Committees;
 - c. establish and dissolve the Committees;
 - d. approve Committee outputs;
 - e. take part in all meetings by the Committees and the Board of Directors;
 - f. support the work of the Committees;
 - g. be the Chairman of the Strategic Committee;

- h. represent Alliance in public, conferences, exhibitions, events, media, companies, etc.;
- i. support the co-operation of Alliance members;
- j. approve the accession of Alliance Members;
- k. manage the purchase and sale of goods and services;
- l. sign contracts for Alliance;
- m. set Alliance budget;
- n. be responsible for Alliance administration and accounting;
- o. receive remuneration upon the decision of Alliance Board of Directors.

Art.19 CTO

1. CTO is a natural person performing the position on the basis of appointment by Alliance Board of Directors.
2. CTO shall have the following tasks and powers:
 - a. be the Chairman or a member of the Technical Committee;
 - b. coordinate Alliance activities in technical areas;
 - c. represent Alliance in technical meetings, discussions, and presentations.

VII. Transitional Provisions

1. IQRF Alliance z.s. is a successor of the free association without legal personality of the IQRF Alliance and, at the time of its creation, it assumes all the Members and agenda of the original association. The creation of IQRF Alliance z.s. shall terminate the activities of the original association without legal personality.
2. Commercial members of the original association (paying membership fees) shall be considered Adopter Members as of the creation of IQRF Alliance z.s. The payment of service fees to IQRF Alliance z.s. shall be deemed the acceptance hereof and the membership in IQRF Alliance z.s. Commercial members of the original association shall not pay the membership fee.
3. Non-commercial members of the original association (permanently exempt from membership fees) shall be considered Institution Members as of the creation of IQRF Alliance z.s.
 - a. Secondary schools and universities that were part of the IQRF Smart School Program shall continue therein automatically.
4. Any member whose membership has been established pursuant to this Article and who disagrees with their membership in IQRF Alliance z.s. may terminate their membership at any time in accordance with Art. 7 hereof.
5. Any member whose membership has been established pursuant to this Article shall be informed as to their membership in IQRF Alliance z.s. by e-mail no later than one month after the creation of IQRF Alliance z.s.

VIII. Final Provisions

1. Any amendments hereto shall be made by action of the Board of Directors who shall notify all members of such amendment no later than one month before the effective date thereof. In case of their disapproval of any amendment hereto, each member has the right to terminate their membership by their resignation from Alliance.
2. These Bylaws shall become effective on the day of the entry of Alliance in a public register.