

Property Records Industry Association Operating Rules

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1. Overview & Mission

The Property Records Industry Association (“PRIA” or the “Association”) is a coalition of public and private participants of the property records industry, cooperating to formulate positions on issues of common interest. The Association grew out of the efforts of the Property Records Industry Joint Task Force (“PRIJTF”), which had been jointly sponsored by the National Association of County Recorders, Election Officials and Clerks (“NACRC”), and the International Association of County Recorders, Election Officials and Treasurers (“IACREOT”). Among other objectives, the Association works to identify problems, opportunities and solutions that will make property records systems more efficient, effective and responsive to the public. The Association also works to identify areas of consensus within the industry, leading to recommendations for national standards pertaining to recordable documents.

2. Promulgation in Accordance with Bylaws

These operating rules (the “Operating Rules” or “Rules”) are promulgated by the Board of Directors as required under Article IV of the Bylaws of the Association, as adopted by PRIA’s Interim Board of Directors (collectively, along with any successor Board of Directors, the “Board”) (the “Bylaws”). The Rules are intended to carry out the purpose and objectives of the Association, as set forth in Article II of the Bylaws, and shall be binding on and inure to the benefit of all members of PRIA as identified in Article III of the Bylaws (each, a “Member”). Any reference to a Rule shall be construed to include a reference to all of its constituent parts, if any.

3. Committee Rules

Pursuant to Article V of the Bylaws, the Board may establish committees as it deems necessary and proper. Unless the resolution creating the Committee specifies otherwise, the following rules shall govern the Committee:

- 3.1 *Function.* The function of a Committee is to further the Mission and public policy of the Association, and, when appropriate, comment and recommend alterations to effectuate the Association’s Mission through the Committee’s area of responsibility or expertise. The Committee shall also keep the Board apprised of developments within its area of responsibility or expertise.
- 3.2 *Leadership.* Each Committee must have two Co-Chairs to coordinate the Committee’s tasks. The President shall appoint the Co-Chairs of each Committee. Duties of the Committee Co-chairs include, but are not limited to:
 - 3.2.1 Schedule meetings, arrange facilities;
 - 3.2.2 Create meeting agendas;
 - 3.2.3 Conduct meetings in accordance with Robert’s Rules of Order;

- 3.2.4 Take minutes of meetings (may be delegated to a scrivener), and ensure that meeting minutes are transmitted to the Board and are approved at following meeting;
- 3.2.5 Maintain up-to-date lists of the members of the Committee (may be delegated to secretary); and
- 3.2.6 Establish Committee rules for adoption by its members and approval by the Board.

3.3 *Meetings*

- 3.3.1 Committees shall follow an agenda distributed prior to a meeting, as well as a facilitated meeting structure and process to assure procedural fairness and efficient conduct of meetings. Minutes and work product will be shared via appropriate tools such as email and web sites.
- 3.3.2 Each Committee shall establish and document its own meeting quorum and attendance requirements, subject to the approval of the Board.
- 3.3.3 To allow for proper planning, the Committee Co-Chairs must give sufficient advance notice about the date and location of a meeting. Shorter notice for a meeting is allowed provided that there are no objections from the Committee's members.

4. **Work Group Membership**

- 4.1 Except as limited by Article III of the Bylaws, any Regular, Affiliate or Associate Member may participate in any Work Group and any Work Group activity. Registered Observers are ineligible for membership in any Work Group.
- 4.2 Except as limited by Article III of the Bylaws, a Regular, Affiliate or Associate Member (whether an organization or an individual) shall have one vote in each Work Group in which it actively participates.

5. **Work Group and Alliance Operating Rules**

- 5.1 *Function.* The function of a Work Group is to produce a draft standard, recommended best practice(s) or guideline(s). Any such work product must be within the scope of PRIA and the charter, mission, or goal(s) of the Work Group, and its development, publication, distribution and use shall be subject to the Intellectual Property Rights Policy that is part of these Operating Rules.
- 5.2 *Formation.* A Work Group and/or Alliance shall be formed upon the initiative of any Member provided that the Work Group or Alliance's (a) activities align with a PRIA Committee, and (b) formation is approved by the Board.
 - 5.2.1 *Leadership.* Each Work Group must have two Co-Chairs to coordinate the Group's tasks. The President shall appoint the Co-Chairs of each Work Group.

- 5.2.2 *Duties and Responsibilities.* Work Groups should develop standard(s), proposal(s), best practice(s) or guideline(s) to support the business processes for which they are responsible. Duties of the Work Group Co-Chairs include, but are not limited to:
- 5.2.2.1 Keep the Group moving towards completion of its charter, on schedule;
 - 5.2.2.2 Schedule meetings, arrange facilities;
 - 5.2.2.3 Create meeting agendas;
 - 5.2.2.4 Conduct meetings in accordance with Robert's Rules of Order;
 - 5.2.2.5 Monitor the group mail list; keep the discussion on topic, note any issues that should be raised in meetings, etc.;
 - 5.2.2.6 Monitor the public comment list and note any public comments that should be addressed by the group;
 - 5.2.2.7 Decide upon the level of participation allowed for non-members in meetings and on the mail list;
 - 5.2.2.8 Take minutes of meetings (may be delegated to a scrivener), and ensure that meeting minutes posted to the mail list and web page and are approved at following meeting;
 - 5.2.2.9 Maintain up-to-date lists of the participants of the Work Group (each, a "Participant") based on membership rules (may be delegated to secretary);
 - 5.2.2.10 Maintain web page content (may be delegated to PRIA or Work Group webmaster);
 - 5.2.2.11 Establish Work Group rules for adoption by its Participants and approval by the Board.

5.3 *Meetings*

- 5.3.1 Work Groups shall follow an agenda distributed prior to a meeting, as well as a facilitated meeting structure and process to assure procedural fairness and efficient conduct of meetings. Minutes and work product will be shared via appropriate tools such as email and web sites.
- 5.3.2 Each Work Group shall establish and document its own meeting quorum and attendance requirements, subject to the approval of the Board.
- 5.3.3 Meetings must be held periodically either face-to-face or by telephone or video conferencing.
- 5.3.4 Meeting announcements should be sent to all appropriate group mailing lists.
- 5.3.5 To allow for proper planning, the Work Group Co-Chairs must give sufficient advance notice about the date and location of a meeting. Shorter notice for a meeting is allowed provided that there are no objections from the Work Group's Participants.
- 5.3.6 Work Group meetings are open to those Members who have complied with the Work Group's attendance requirements for the meeting.

5.4 *Decision Making Process*

5.4.1 Work Group consensus and votes

- 5.4.1.1 The Work Group will operate by consensus, each member having one vote in the decision-making process.
- 5.4.1.2 If the Co-Chairs determine that all means of reaching consensus through technical discussion has failed, a vote may be implemented to break deadlock on a substantive issue.
- 5.4.1.3 It is required that a quorum of Work Group participants supports any formal decision of the Work Group.

5.4.2 Electronic Voting

- 5.4.2.1 Electronic balloting will be permitted to render a decision (when appropriate).

5.4.3 Proposals and Other Contributions

- 5.4.3.1 When a majority of a Work Group agrees to a proposal, it shall submit that proposal and an explanation of the proposal for appropriate review by a Committee elected by the Board.
- 5.4.3.2 Each Work Group shall review proposal(s) that may affect its respective business process. These proposals may be presented by Participants or outside parties. Proposals and any other work product or other deliverables submitted by a Participant that is a Member shall be deemed “contributions” within the meaning of, and shall be subject to, Operating Rules 6.2 and 6.3. Proposals and other contributions provided by any non-Member Participant shall be submitted in accordance with the terms of a license and release signed by any such non-Member Participant prior to the provision of such a contribution, which release and license shall substantially conform to the provisions of Operating Rules 6.2 and 6.3.

5.4.4 White Papers, Standards, Best Practices & Guidelines

- 5.4.4.1 “Draft” Documents
 - 5.4.4.1.1 White Papers, Standards, Best Practices, and Guidelines not yet approved by the Board, are “Draft” documents.
 - 5.4.4.1.2 If possible, “Draft” documents shall have the word DRAFT watermarked on each page of the document. If watermarks are not used, then each page must bear the DRAFT designation in either the header or footer.
 - 5.4.4.1.3 All “Draft” documents shall contain the PRIA

copyright notice and evaluation license as set forth in Appendix D, and shall also contain the following statement:

This document is a DRAFT document not approved by the PRIA Board. The views expressed are for discussion purposes only, and are not necessarily a position endorsed by the PRIA Board. Certain procedures or concepts may be identified in this document. Such identification is not intended to imply recommendation or endorsement by PRIA.

5.4.4.2 Official Documents

5.4.4.2.1 When a majority of a Work Group approves the content of a White Paper, Standard, Best Practice or Guideline, it shall submit that document for review by the Board.

5.4.4.2.2 White Papers, Standards, Best Practices and Guidelines approved, adopted, or endorsed by the Board shall contain the PRIA copyright notice as set forth in Appendix C, and shall also contain the following statement:

[Approved] [Adopted] [Endorsed] by the PRIA Board on [date].

5.4.4.2.3 All documents approved, adopted, or endorsed by the Board shall be disseminated via the PRIA website.

5.4.4.2.4 All documents disapproved by Board vote shall immediately be withdrawn from circulation and shall be removed from the web site if they have been posted there.

5.5 *Dissolution of a Work Group*

5.5.1 After all work product for which a Work Group is responsible has been completed, unless otherwise specified by the Board, the Group shall be dissolved by resolution of the Board.

5.6 *Industry Alliances*

5.6.1 Each Work Group shall coordinate its efforts with other industry standard-setting bodies, such as the Mortgage Industry Standards Maintenance Organization (“MISMO”), the Mortgage Bankers Association of America (“MBA”), LegalXML, the Organization for the Advancement of Structured Information Standards (“OASIS”), and the World Wide Web Consortium (“W3C”). Each presentation, proposal, work product or other deliverable submitted by any such other body or its representative (and

such other body or representative is not a Member) shall be deemed a “contribution” within the meaning of, and shall be subject to, Operating Rules 6.2 and 6.3. Such contributions shall be submitted in accordance with the terms of a license and release signed by any such non-Member prior to the provision of such a contribution, which release and license shall substantially conform to the provisions of Operating Rules 6.2 and 6.3.

- 5.6.2 Upon the recommendation of the co-chairs of any Work Group, the Board may approve a formal or informal alliance with a related standard-setting body identified by the Work Group co-chairs (the Alliance Organization).
- 5.6.3 If the Board approves such a formal or informal alliance, the Work Group co-chairs may also recommend that the Board waive Affiliate membership dues. If such a recommendation is made by the Work Group co-chairs each year, the Board may waive Affiliate membership dues.
- 5.6.4 If the Board approves such a formal or informal alliance, in addition to the waiver of Affiliate membership dues as specified in section 5.6.3, the Board may also waive Associate dues each year, provided that the Board may not waive Associate dues unless the Alliance Organization waives its dues for PRIA designees.
- 5.6.5 If the Board has approved such a formal or informal alliance, in addition to the waivers of dues specified in sections 5.6.3 and 5.6.4, the President may waive any registration fee for any one or more PRIA events, provided that the President may not waive registration fees unless the Alliance Organization waives registration fees for PRIA designees.
- 5.6.6 Waivers of dues and registration fees pursuant to sections 5.6.3, 5.6.4 and 5.6.5, if granted, shall not exceed the same number of waivers the Alliance Organization has granted or will grant to PRIA designees.

5.7 *XML Electronic Recording Work Group*

- 5.7.1. The XML ER Work Group was formed prior to the adoption of these Operating Rules to develop national technological standards for a uniform electronic recording system for land records. An ad hoc Work Group of the Technology Committee, the XML ER Work Group has been charged by the PRIJTF Executive with providing uniform standards and specifications for XML technology and deal with issues involving their implementation in property recording systems.

6. **Intellectual Property Rights Policy**

PRIA shall take such steps as are appropriate to disseminate to the public the recommended standards and any other final work product (the “Standards”) that it develops. The Board, consistent with the objective of making recommended Standards available as widely as possible, may protect the intellectual property rights of such Standards. Members are subject to the

following Intellectual Property Rights Policy (“IPR Policy”).

- 6.1 *General Policy.* In all matters involving intellectual property rights, the intention is to benefit the public at large, while respecting the legitimate rights of others.
- 6.2 *Confidentiality Obligations.* No contribution that is subject to any requirement of confidentiality or any restriction on its dissemination may be considered in any part of the PRIA standard-setting process, and there must be no assumption of any confidentiality obligation with respect to any such contribution. No submission should be made on the basis of an assumed confidentiality obligation or restriction on dissemination.
- 6.3 *Use and Dissemination of Contributions.* By submission of a contribution, each person actually submitting the contribution is deemed to agree to the following terms and conditions on his or her own behalf, on behalf of the organization (if any) he or she represents and on behalf of the owners of any proprietary rights in the contribution.
 - 6.3.1 *Representations and Warranties*
 - 6.3.1.1 Where a submission identifies contributors in addition to the contributor(s) who provide the actual submission, the actual submitter(s) represent that each other named contributor was made aware of and agreed to accept the same terms and conditions on his or her own behalf, on behalf of any organization he or she may represent and any known owner of any proprietary rights in the contribution.
 - 6.3.1.2 The contributor represents that contributions properly acknowledge major contributors.
 - 6.3.1.3 The contributor, the organization (if any) he or she represents and the owners of any proprietary rights in the contribution agree that no information in the contribution is confidential and that PRIA and its affiliated organizations may freely disclose any information in the contribution.
 - 6.3.1.4 The contributor represents that he or she has disclosed, and is under a continuing obligation to disclose, the existence of any intellectual property rights in the contribution that are known or reasonably should be known.
 - 6.3.1.5 The contributor does not represent that he or she personally knows of all potentially pertinent proprietary and intellectual property rights owned or claimed by the organization he or she represents (if any) or third parties.
 - 6.3.1.6 The contributor represents that there are no limits to the contributor’s ability to make the grants, acknowledgments and agreements above that are reasonably and personally known to the contributor.

6.3.2 *Copyright License*

- 6.3.2.1 To the extent that the contribution is or may be subject to copyright, the contributor, the organization he or she represents (if any) and the owners of any proprietary rights in the contribution, grant:
 - 6.3.2.1.1 PRIA an unlimited perpetual, non-exclusive, royalty-free world-wide right and license to copy, publish and distribute the contribution provided the PRIA License hereunder is conspicuously affixed to such publication; and
 - 6.3.2.1.2 PRIA Members an unlimited perpetual, non-exclusive, royalty-free world-wide right and license to prepare derivative works based upon the contribution for purposes of developing Standards.
- 6.3.2.2 The contributor acknowledges that PRIA has no duty to publish or otherwise use or disseminate any contribution.
- 6.3.2.3 The Copyright Notice, Disclaimer and End-User License appended in Appendix C or any revised iteration thereof shall be included in any PRIA publication of a contribution or Standard.
- 6.3.2.4 The contributor grants permission to reference the name(s) and address(es) of the contributor(s) and of the organization(s) he or she represents (if any).

6.4 *Disclosure of Patents*

6.4.1 *Objective*

- 6.4.1.1 The standards development and approval process is made more efficient if the existence of patents and pending patents whose use is essential for compliance with a standard under development is made known as early as possible in the development work.
- 6.4.1.2 Early disclosure affords work group participants the greatest opportunity to evaluate the propriety and desirability of the text of the proposed standard in view of the disclosed patented technology and/or process.
- 6.4.1.3 Conversely, the discovery at the final stages of standards development of issued or pending patents that are not available for licensing to implementers of the standard under either royalty-free (“RF”) or reasonable terms and conditions that are demonstrably free of discrimination (“RAND”) may result in the loss of years of effort.

6.4.2 *Disclosure*

- 6.4.2.1 Each Member shall timely inform the Board and the Co-Chairs of the relevant Work Group of patents to be necessarily infringed by the implementation of a PRIA Standard adopted or under development.
- 6.4.2.2 Members shall also disclose the existence of pending patents likely to be necessarily infringed by the implementation of a PRIA Standard adopted or under development, if such patents were to be issued
- 6.4.2.3 The PRIA IPR Policy also applies to the discovery of issued and pending patent applications likely to be necessarily infringed by the implementation of a PRIA Standard subsequent to its publication.
- 6.4.2.4 The disclosure obligations pursuant to this section are triggered when a Member knows or reasonably should know of patent holdings and applications of the organization he or she represents (or of any third-party organization) that are likely to be necessarily infringed by the implementation of a PRIA Standard adopted or under development. The disclosure obligations pursuant to this section, however, do not imply any obligation on the part of Member to conduct patent searches. The Board and the Co-Chairs of the relevant Work Group shall keep confidential the contents of unpublished patent applications disclosed pursuant to this section.
- 6.4.2.5 All disclosures shall be made using the form prescribed by PRIA found at Appendix A to this Policy.
- 6.4.2.6 PRIA will maintain and make available to the public in a database all patent disclosure statements made pursuant to this section, except those relating to unpublished patent applications. The URL for the database is www.pria.us.
- 6.4.2.7 If a Participant elects not to disclose its issued or pending patents pursuant to this section, it shall be estopped from asserting any patent claims against implementers of a Standard, and shall be deemed to have licensed all such patents to all implementers on an RF basis.
- 6.4.2.8 Members shall not file patent applications based on improvements or refinements to subject matter considered for inclusion in a standard, unless the Member has disclosed its intention to do so.
- 6.4.2.9 Members shall disclose any cross-licensing or other arrangements with other entities that would enable such other entities to practice the standard without paying the same license fees or considerations as others.

6.4.3 *Call for Disclosures*

At the beginning of any meeting of PRIA, any Committee or any Work Group in which any Standard is being developed, considered, or otherwise discussed, the person presiding at the meeting will make a request for patent disclosures. In addition, PRIA will circulate requests for patent disclosures through the same channels as any other PRIA internal material such as the organization's website and newsletters.

6.4.4 *Review of Standards*

Upon completion of a publication-ready draft of the Standards, and at the Board's sole discretion, PRIA may elect, in addition to or in lieu of any other procedures under this IPR Policy, to provide Members with an additional and final opportunity to review such Standards. During the thirty (30) day period immediately following the date that such publication-ready draft is provided to Members for review, a Member may: (i) object to the use in the Standards of any contribution made by that Member; and/or (ii) disclose that the publication of, or use or compliance with the Standards as presented, in whole or in part, would infringe a bona fide intellectual property right of the Member that the Member reserves the right to enforce. In either situation, such objection or disclosure must be in writing, stating in detail the specific language at issue and the basis upon which such objection is made. Upon receipt of such notice or disclosure, the Board, at its sole discretion, may elect to remove from the publication-ready draft of the Standards and/or decline to use in the Standards (both without any liability whatsoever to PRIA or any other Member) any contribution made by the Member.

6.4.5 *Availability of Licenses*

When a Member discloses issued or pending patent applications pursuant to Rules 6.4.3 or 6.4.4 above, or when issued or pending patent applications likely to be necessarily infringed by a standard under development are otherwise brought to the attention of the Board or the Co-Chairs of the relevant Work Group, the relevant Work Group Co-Chairs shall immediately request the owner or applicant subject to the IPR Policy to provide a statement in writing, using the prescribed form found at Appendix A to this Policy, regarding the terms under which the owner or applicant will license its patents to implementers of the standard adopted or under development if such a statement has not been previously provided.

6.4.6 *Non-Availability of Licenses*

PRIA shall not ordinarily adopt a Standard when the organization has

received notice that any implementation thereof is likely to infringe patents not made available on RF or RAND terms.

6.4.7 *Public Notices*

- 6.4.7.1 The following notice shall appear when PRIA receives assurance from a known patent holder prior to the time of publication of a Standard that a license will be made available to all implementers under either RF or RAND terms:

Attention is called to the possibility that implementation of this standard may require use of subject matter covered by patents. By publication of this standard, no position is taken with respect to the existence or validity of any patent rights in connection therewith. PRIA shall not be responsible for identifying patents for which a license maybe required by a PRIA standard or for conducting inquiries into the legal validity or scope of those patents that are brought to its attention. A patent holder has filed a statement of assurance that it will grant licenses under these rights without compensation or under reasonable rates and nondiscriminatory, reasonable terms and conditions to all applicants desiring to obtain such licenses. PRIA makes no representation as to the reasonableness of rates and/or terms and conditions of the license agreements offered by patent holders.

- 6.4.7.2 If PRIA has not received licensing assurances prior to the time of publication of a Standard, the following notice shall appear:

Attention is called to the possibility that implementation of this standard may require use of subject matter covered by patents. By publication of this standard, no position is taken with respect to the existence or validity of any patent rights in connection therewith. PRIA shall not be responsible for identifying patents for which a license maybe required by a PRIA standard or for conducting inquiries into the legal validity or scope of those patents that are brought to its attention.

- 6.5 *Assignment of Rights in a Standard.* To the extent that a Member has any ownership rights, title or interest, including, without limitation, any and all intellectual property rights (except for trademark rights) in and to a Standard (whether such Standard is deemed a derivative work of contribution(s) made by such Member or a joint work created by several parties, including such Member), Member hereby irrevocably and exclusively assigns all such rights in and to such

Standard to PRIA. However, PRIA may not file a patent application covering the Standard without first obtaining the permission of all Members who are required to be named as inventors on the patent application.

- 6.6 *Contributions Previously Distributed By and Through PRIJTF.* Any contributor that previously submitted a contribution through PRIJTF agrees that the provisions of Rules 6.2 and 6.3 shall apply to each such contribution as if it was distributed by and through PRIA after the adoption of these Operating Rules, including this Intellectual Rights Policy.

7. Antitrust Policy

- 7.1 *Purpose.* PRIA establishes the following policy to ensure compliance with antitrust laws, both federal and state. This policy applies to all PRIA meetings, including those of any Committee or Work Group, and, where appropriate, informal discussions among PRIA members. This policy is not intended to restrict discussion; but is intended to make it clear that the market activities of individual PRIA members are not appropriate topics for discussion.
- 7.2 *Policy.* It is the Antitrust Policy of PRIA that there shall be no information or social discussions about antitrust sensitive subjects at PRIA meetings, or in connection with any PRIA activity.
- 7.3 *Prohibited Topics.* Any discussion that would violate any state or federal antitrust law is prohibited by the PRIA Antitrust Policy. The following topics, which are not intended to be an exhaustive list of prohibited topics, typify those that are prohibited under this policy:
- 7.3.1 Discussion or disclosure of information about profits;
 - 7.3.2 Discussion or disclosure of pricing or costs;
 - 7.3.3 Discussion or disclosure of information about competitive practices or strategies, including those relating to:
 - 7.3.3.1 Specific customers or classes of customers;
 - 7.3.3.2 Product or service offerings;
 - 7.3.3.3 Terms of, or conditions on, doing business;
 - 7.3.3.4 Individual capacity or volume of business;
 - 7.3.3.5 Individual market share, or allocation of products, services, territories or customers;
 - 7.3.3.6 Distribution methods;
 - 7.3.3.7 Refusal to deal with a company due to its pricing or competitive tactics; and
 - 7.3.3.8 How to deal with responses to the market behavior of a competitor.
- 7.4 *Implementation.* PRIA implements its Antitrust Policy by observing the following rules:

- 7.4.1 PRIA will not collect information from its members on antitrust sensitive subjects, such as those listed above.
- 7.4.2 All PRIA Committee or Work Group meetings will be planned and conducted in accordance with Section 3.3 or 5.3 of the Operating Rules, whichever is applicable. Additionally, all Committee, Workgroup, and General meets of the PRIA Membership shall be conducted in accordance with the following:
 - 7.4.2.1 An agenda will be prepared and distributed in advance of every meeting.
 - 7.4.2.2 The meeting will follow the agenda. Other matters should not be discussed. All matters discussed should be reflected in the minutes.
 - 7.4.2.3 The meeting chair is responsible for ensuring that the meeting discussions are conducted in compliance with the Antitrust Policy.
 - 7.4.2.4 The meeting chair will review the Antitrust Policy prior to the meeting. A copy should be kept at the meeting for reference.
- 7.4.3 In speaking or writing in connection with PRIA activities:
 - 7.4.3.1 One must not give the false impression that PRIA is a party to any anticompetitive agreement.
 - 7.4.3.2 One must avoid giving the false impression that any PRIA member is being pressured or coerced into a particular policy or practice.
 - 7.4.3.3 One must avoid giving the false impression that PRIA is discriminating in favor of or against a particular member of the property records industry.

8. Announcement of PRIA Policies.

- 8.1 Before every meeting, conference call, or gathering where PRIA business is to be discussed, the following announcement shall be made:

“This [meeting] [call] [gathering] is governed by the PRIA Intellectual Property Rights Policy and the PRIA Antitrust Policy. These policies can be found in the PRIA Operating Rules posted at www.pria.us. By participating, you are agreeing to abide by these Policies. Any questions should be emailed to policy@pria.us.”

9. Presentations.

- 9.1 *Background.* PRIA respects the rights of all its members. The objectives of the organization favor free exchange of ideas, practices, procedures, and systems for the development of national standards and the overall enhancement of the property records industry. However, all members of PRIA must be regarded as equals, and none given an unfair advantage, whether perceived or actual. To prevent any type of unfair advantage, the following guidelines shall govern all presentations by PRIA Members. The following guidelines address presentations via PowerPoint, but should

be adapted to whatever methodology is being employed in the presentation.

9.2 *Presentations to the PRIA Membership.*

9.2.1 Presentations to the PRIA Membership shall be made only under the sponsorship of a PRIA Committee or Work Group. The PRIA President may, in the President's sole discretion, waive this requirement.

9.2.2 Presentation Limitations.

9.2.2.1 Presenters may utilize their logo or other graphical design identifying the presenter or their organization or company only on the last slide of the presentation.

9.2.2.2 The last slide may also display the presenter's name, contact information, and organization or company information.

9.2.2.3 The first slide of the presentation is limited to containing only the title of the presentation, the presenter's name, and other information (such as date and location) specific to the PRIA conference or session where the presentation is being given.

9.2.2.4 Logos or other graphical designs representing entities other than the presenter may be used on any slide so long as the owner of the logo or other graphical design has given permission for the presenter to do so.

9.2.3 The presentation must be educational in nature. The presentation may not be utilized as a sales method.

9.2.4 "Case studies" utilizing a service or product of the presenter may be used in presentations, however discussion shall be limited to the following aspects of the case study:

9.2.4.1 What the problem or issue was;

9.2.4.2 How that problem or issue was addressed;

9.2.4.3 What were the benefits that were expected;

9.2.4.4 What were the benefits actually realized;

9.2.4.5 What difficulties were encountered, and how they were overcome;

9.2.4.6 What "works" or does not "work."

9.2.5 Presentations must comply with the PRIA Antitrust Policy.

9.2.6 Presentations utilizing PowerPoint shall use the PowerPoint theme specified by the Education Committee.

9.2.7 All presentations must be submitted to one of the Co-Chairs of the sponsoring Committee or Work Group for approval. The Co-Chair approving the presentation shall ensure compliance with these guidelines. If the PRIA President has waived the sponsorship requirement of Rule 8.2.1, then the PRIA President shall ensure compliance with these guidelines.

9.2.8 Once a presentation has been approved in accordance with these

Rules, the presentation may not be altered without the consent of the approving Co-Chair or the PRIA President.

9.3 *Presentations Representing PRIA to Others.*

- 9.3.1 Presentations outside of the PRIA Membership shall be made only under the sponsorship of a PRIA Committee or Work Group. The PRIA President may, in the President's sole discretion, waive this requirement.
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- 9.3.3 After the presentation has been made, a copy of the presentation shall be supplied to the Education Committee and to the Sponsoring Committee's or Work Group's Co-Chair.
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- 9.3.6 Presentations must comply with the PRIA Antitrust Policy.
- 9.3.7 Presentations utilizing PowerPoint shall use the PowerPoint theme specified by the Education Committee.

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Name of Organization _____

The Patent Holder owns or controls granted patent(s) and/or pending applications that it believes will likely be necessarily infringed by compliance with the Proposed PRIA Standard. The Patent Holder states that its position with respect to licensing such patent(s) is as follows (check one box only):

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Organization

Name of authorized person

Title of authorized person

Signature _____

Date: _____

Patent Information			
No.	Registration Number/Country	Title/Inventor	Status [granted/pending]
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Note: A copy of unpublished applications should be attached to this Patent Statement and Licensing Declaration.

APPENDIX B
PATENT REQUEST LETTER

[Company]

ATTN:General Counsel

PRIA [name of work group] is in the process of developing a standard, [name of standard], that may cover patents that your company holds or for which your company has pending applications. A copy of the draft standard is enclosed. Please review and advise as to whether compliance with the proposed standard would infringe your patents or pending patent applications, should they issue.

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Sincerely,

[co-chair] PRIA [name of work group]

Enclosures

Appendix C

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Appendix D

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