



NMRA Technical Reference	
NMRA Standards and Conformance Department Participation	
Mar 3, 2021	TR-3-2020 Ch 2

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.

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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.

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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.
3. Development of new test devices and procedures for testing model railroad products.

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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.

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1. Standards Development and Revision group.

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- 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.

80 NMRA provides a Contributor License Agreement (CLA) for this purpose and entering into the agreement with NMRA is a condition of participation.

85 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.

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

105 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.

110 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.

120 3. Conformance Testing of model railroad products.

125 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.

130 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
135 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.

6. Licensing of Software and Hardware to the NMRA; Assignments

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equipment as well as testing procedure documents.

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manufacturer, vendor, distributor or retailer. NMRA cannot advise other parties on these issues.

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The following documents are to be used by the NMRA Standards and Conformance Department:

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Attachment B is the Contributor License Agreement for individual participant or contributors who are not affiliated with any other party.

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Attachment D reproduces the BSD 3-clause license, which is incorporated by reference in the CLA.

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

Date	Description
12/9/2020	Initial release
12/10/2020	Addition of Input Form for Corporate Contributor License Agreement with instructions for submission. Change 1
3/3/2021	TR-3-2020 scope changed from DCC WG to the entire NMRA Standards and Conformance Department. Change 2

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TR-3-2020 – Attachment A

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

215 (Print or type information)

(To be provided to Headquarters by January 15**)

Name _____

For Calendar Year _____

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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.

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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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1. Are you employed by, or have a contractual relationship with, NMRA or any of its Regions or Divisions, other than serving as a volunteer member of a committee, working group, or subgroup of the NMRA Standards & Conformance Department? If so, describe it, including if you receive payment or other compensation (Region President, printer for Division newsletter, etc.).

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NO YES -- see below. YES see attached.

240

2. If your answer to question 1 is YES, in your role with NMRA, any of its Regions or Divisions, other than in connection with the Standards & Conformance Department, do you receive money, goods or services from an entity which has or seeks to have a business relationship with NMRA, or which seeks to influence the decisions of NMRA that may affect such entity, in an amount exceeding \$500 per year? If yes, list each entity and the type of payment (salary, complimentary lodging, sample models, etc.).

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NO YES -- see below. YES see attached.

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3. Do you have a financial interest in an entity that is engaged directly or indirectly in model railroading, or receive payment in money, goods or services from such an entity? If so, list each entity and the type of interest or reason for payment (hobby shop owner, paid author for magazine articles, etc.).

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NO YES -- see below. YES see attached.

260 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.

265 NO YES -- see below. YES see attached.

270 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.

275 NO YES -- see below. YES see attached.

280 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.

285 _____
Date Signature

290 This form can be emailed to Tech-chair@NMRA.org
or mailed to:

295 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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ACCEPTED AND AGREED:

Name:

By

Contributor

Date:

390

By

395 President NMRA
President, National Model Railroad Association, Inc.

Witnessing is not required. Notarization is not required.

400 This form can be emailed to Tech-chair@NMRA.org
or mailed to:

405 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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TR-3-2020 – Attachment D

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TR-3-2020 – Attachment E

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Version 3, 29 June 2007

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2) Proprietary Information.

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a) Proprietary Information of NMRA shall mean any information which is disclosed to the Receiving Party, either directly or indirectly which: (a) is in written, electronic, graphical or other tangible form, or disclosed by inspection of tangible objects (including without limitation documents, prototypes, and equipment); or (b) is disclosed orally; and (c) concerns or relates to NMRA conformance testing activities. Proprietary Information shall include including but not limited to product information, tests that are performed to determine conformance, the results of testing, the reasons why NMRA or Receiving Party have determined that products conform or do not conform to tests, Standards or Recommended Practices, and communications with vendors, manufacturers, and other parties relating to the foregoing. Proprietary Information shall also include Derivatives of the above-described Proprietary Information. For the purposes of this Agreement, “Derivatives” shall mean any material that is derived from any other Proprietary Information, including but not limited to: (a) for copyrightable or copyrighted material, any translation, abridgement, revision or other form in which an existing work may be recast, transformed or adapted; (b) for patentable or patented material, any improvement thereon; and (c) for material which is or can be protected by trade secret, any new material derived from such existing trade secret material, including new material which may be protected by copyright, patent, and/or trade secret.

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b) Proprietary Information shall not include any information which (i) is in the public domain at the time of disclosure or becomes public domain information other than through breach of this Agreement; (ii) becomes publicly known and made generally available after disclosure by NMRA to the Receiving Party through no action or inaction of the Receiving Party; (iii) is already in Receiving Party’s possession from an Unrelated Party the time of disclosure as shown by the Receiving Party’s business records; (iv) is lawfully acquired by the Receiving Party from an Unrelated Party without a breach of such Unrelated Party’s obligations of confidentiality; (v) is independently developed by the Receiving Party without use of or reference to NMRA’s Proprietary Information as shown by Receiving Party’s business records; or (vi) is required by law to be disclosed by the Receiving Party, provided that the Receiving Party gives NMRA prompt written notice of such requirement prior to such disclosure and assistance in obtaining an order protecting the information from public disclosure. For the purposes hereof, the term "Unrelated Party" shall mean an entity or person who is not NMRA, not an affiliate, employee, or agent of NMRA, and not an entity or person known by the Receiving Party to be prohibited from disclosing the Proprietary Information to the Receiving Party any contractual, legal or fiduciary obligation.

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- 1140 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.
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- 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.
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- 1160 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.
- 1165 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.
- 1170 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.
- 1175 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.
- 1180 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.
- 1185 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

1190 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.

1195 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
1200 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
1205 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.

1210 NATIONAL MODEL RAILROAD ASSOCIATION
(NMRA)

(RECEIVING PARTY)

1215 By: _____
Manager, Standards & Conformance
Department, NMRA

By: _____
Name: _____
Date signed: _____

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

1220 or mailed to:

1225 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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TR-3-2020 – Attachment G

Input Form for Corporate Contributor License Agreement

1240 National Model Railroad Association, Inc.
Standards and Conformance Department

Input Form for Corporate Contributor License Agreement

1245 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.

1250 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—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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Comments for revision of NMRA Standards documents are welcome from any interested party, regardless of membership. However, **NMRA does not provide interpretations, consulting information, or advice pertaining to NMRA Standards documents.**

Suggestions for changes in documents should be in the form of a proposed change of text, together with appropriate supporting comments. Since NMRA standards represent a consensus of concerned interests, it is important that any responses to comments and questions also receive the concurrence of a balance of interests. For this reason, NMRA, its departments, Working Groups or committees cannot provide an instant response to comments, or questions except in those cases where the matter has previously been addressed. For the same reason, NMRA does not respond to interpretation requests. Any person who would like to participate in evaluating comments or in revisions to NMRA Standards documents may request participation in the relevant NMRA working group.

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Users of NMRA Standards documents should consult all applicable laws and regulations. Compliance with the provisions of any NMRA Standards document does not constitute compliance to any applicable regulatory requirements. Implementers of the standard are responsible for observing or referring to the applicable regulatory requirements. NMRA does not, by the publication of NMRA Standards documents, intend to urge action that is not in compliance with applicable laws, and NMRA Standards documents may not be construed as doing so.

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IMPORTANT NOTICE

NMRA Standards documents do not guarantee or ensure safety, security, health, or environmental protection, or ensure against interference with or from other systems, devices or networks. NMRA Standards documents development activities consider research and information presented to the standards development group in developing any safety recommendations. Other information about safety practices, changes in technology or technology implementation, or impact by peripheral systems also may be pertinent to safety considerations during implementation of the standard. Implementers and users of NMRA Standards documents are responsible for determining and complying with all appropriate safety, security, environmental, health, and interference protection practices and all applicable laws and regulations.