

Code of Conduct and Competition Compliance

- The IAMA is built on transparency, honesty and the willingness to support each other in a manner that is fully consistent with all applicable laws and regulations including competition laws.
- IAMA and IAMA members respect the Intellectual Property (IP) of any other IAMA member or third party.
- IAMA members are valuable and reliable partners who actively support the idea and purpose of IAMA by participating in IAMA activities.
- Members holding IAMA approved Supplemental Type Certificates (STCs) commit to make all relevant documents and manuals for those STCs accessible via the IAMA Document Platform or other IAMA methods. The definition of the platform will include a detailed set of user access rights to preserve all IP rights of the STC holder.
- Members will not be required to share any IP related data with any other IAMA member or IAMA without appropriate compensation.
- Members shall fully disclose their ownership of any IP applicable to or implicated by the proposed standard when proposing or advocating for standards or processes that provide them a commercial advantage over other IAMA members.
- Once information is shared by the members on the IAMA community platform, it becomes public information for IAMA and its members.
- Each member shall act independently by using its own company name for the purpose of offering contracted STC services to other members or third parties.
- Any conflicts of interest involving IAMA should be avoided. Should such conflicts occur, they must be resolved in accordance with the law. Conflicts must be dealt with openly and transparently.
- The IAMA members undertake to observe all applicable laws and regulations, including but not limited to law on competition and antitrust, and will comply with the attached Competition Compliance Guidelines. Violations against antitrust law or corruption will not be tolerated (zero tolerance policy).

Competition Compliance Guidelines

These Competition Compliance Guidelines are to ensure that the IAMA meetings (including in-person meetings, conference calls and other means of communication) are conducted in full compliance with all applicable competition laws.

They shall be conducted in full compliance with all applicable antitrust and competition laws, including but not limited to those of the European Union and Germany. All IAMA activities shall be conducted pursuant to the following procedural guidelines:

1. All discussions or conversations among the participants, including during breaks and scheduled and non-scheduled social activities, travelling to and from meetings and during pre-meeting and post-meeting gatherings, connected with the meetings, must follow these guidelines.
2. All meetings shall be conducted strictly in accordance with the written agenda. Matters not on the agenda shall not be discussed without prior approval of the meeting chair.
3. Given that most participants are employed by actual or potential competitors, and recognizing that the existence of an unlawful agreement or concerted practice may be inferred from circumstances, including discussions among competitors, exchanges or disclosures of the following types of information, are strictly prohibited:
 - a) Price-related information (prices, rates, charges or surcharges, or any aspect that can impact the aforementioned);
 - b) Cost-related information that are not publicly available;
 - c) Strategy-related information or any other sensitive commercial or proprietary information dealing with aspects of competition or future business intentions.
4. While members may have business relationships independent of IAMA, such as joint ventures or other collaborations, IAMA cannot be involved in those business relations. During the IAMA meetings, it is strictly prohibited to discuss or enter into agreements:
 - a) concerning prices and charges,
 - b) allocating markets, customers, suppliers, or agents,
 - c) intended to or likely to harm or exclude any third party (including non-members of IAMA) from any market, or to induce participants or third parties to engage in collective anticompetitive behavior.

5. In the event that any participant introduces any matter that may not be in conformity with the foregoing, all other participants shall object to engaging in any discussion or exchange relating to it and bring the matter to the attention of the meeting chair, who shall immediately terminate the improper matter.
6. In addition, certain types of activities particular to trade associations require specific care and guidance from qualified competition compliance counsel. Those activities include:
 - a) the setting of improper membership criteria of a trade association,
 - b) research and development carried out or coordinated by a trade association,
 - c) joint publicity and promotion of the generic products by a trade association,
 - d) product standardization, certification and quality measures administered through trade associations.
7. Prior to participation in the meetings, all participants will be required to have confirmed their understanding of these guidelines and their commitment to adhere to them.
8. The Competition Compliance Guidelines are amended by the General Assembly.
9. Members who fail to comply with these Competition Compliance Guidelines and/or applicable antitrust and competition laws shall have their IAMA membership immediately terminated without refund of dues paid.

IAMA Common Policies

All members of IAMA and participants to the IAMA meetings are bound by the following common policies.

Member Intellectual Property (IP) policy

Intellectual property (IP) is a term for any intangible asset, an asset that does not exist as a physical object but has value. Examples of intellectual property include designs, concepts, software, inventions, trade secrets, formulas and brand names, as well as works of art. In IAMA's case, it includes technical knowledge and experience, survey results, etc.

IAMA Deliverable IP:

Any IAMA member and any participant in the process to develop or approve any deliverable (herein referred to as a "Deliverable") shall not make any written or oral contribution for inclusion in such Deliverable unless that person is the exclusive IP owner of the contribution or has sufficient IP rights from the IP owner(s) to make the contribution and fully discloses the same.

Except for works in the public domain, by making any written or oral contribution which is reduced to writing (including participation in the drafting of) any Deliverable, a Member or participant (the contributor) grants to IAMA an irrevocable, non-exclusive, worldwide, transferable, sub-licensable, fully paid-up and royalty-free copyright license to reproduce, prepare derivative works of, distribute, and publicly display and perform the contributions (in their original and modified forms), solely for the purpose of developing and publishing the Deliverable for which the contribution was made. The contributor retains all rights in the contribution, subject only to the licenses set forth herein and to IAMA's IP ownership of the final Deliverable. All copyrights in drafts of a Deliverable as well as the final Deliverable will be owned exclusively by IAMA.

IAMA shall decide, for each of its Deliverables, under what terms and conditions such Deliverable (or parts thereof) will be made available.).

STC IP:

All STC documentation that will be made available by an IAMA member to the respective STC customer via the IAMA Document Platform or other IAMA methods remains the property of the IP owner.

IAMA Trademark policy

Any IAMA trademark or logo shall be used only in connection with IAMA official business. It is not permissible to use, copy or modify any IAMA trademark or logo, or refer to IAMA in a manner that suggests that any commercial products or services are endorsed, approved or certified by IAMA. Only fair and appropriate references to IAMA are permitted. IAMA may develop other marks (such as marks relating to compliance or membership) as appropriate and under articulated rules regarding their use.

Trade secrets policy

As part of its participation in IAMA, no entity shall be required to provide information that would result in the disclosure of trade secret information. If disclosure is requested by any IAMA body, there must be sufficient safeguards from the perspective of the trade secret owner in place before any disclosure is made in order to ensure that any trade secret information will be protected.

IAMA Common Governance – Complaints and appeals

1. All complaints and appeals shall be addressed in writing to the IAMA Executive Board.
2. IAMA Executive Board decides on formal acceptance of the complaint/appeal. The complaints/ appeals shall be limited to concerns or issues regarding the compliance of IAMA's members to IAMA's requirements and procedures.
3. Whenever the complaint/appeal directly addresses IAMA Executive Board, its formal acceptance shall be decided by IAMA Advisory Board.
4. IAMA Executive Board shall without delay:
 - a. acknowledge to the complainant/appellant (in writing) the receipt and acceptance/rejection of the complaint/appeal, including its justification,
 - b. provide the complainant/appellant with details of the IAMA complaint and appeal procedures to ensure that they are clearly understood,
 - c. refer the complainant/appellant to other parties responsible for resolving the matter where the matter is not accepted as a complaint/appeal by IAMA Executive Board.
5. Complaints and appeals resolution process
 - a. IAMA Executive Board shall assign an ad-hoc Task Force Group (the TFG), comprising one or more persons (in-house or outsourced), to investigate the accepted complaint or appeal. The members of the TFG shall have no vested or conflict of interest in the complaint or appeal. Alternatively, in justified circumstances, the TFG may have balanced representation of concerned parties.
 - b. Whenever the complaint/appeal directly addresses IAMA Executive Board and its activities, the TFG shall be assigned by the IAMA Advisory Board.
 - c. The TFG shall undertake a thorough investigation and seek a resolution. The TFG shall submit a detailed written report in a timely manner to the IAMA Executive Board. The report shall include a statement indicating whether or not the complaint or appeal has been substantiated, and recommendations for resolving the complaint/appeal.
 - d. IAMA Executive Board shall approve or disapprove the conclusions of the report, including its recommendations and relevant corrective and preventive actions.
 - e. Whenever the complaint/appeal directly addresses IAMA Executive Board and its activities, IAMA Advisory Board shall approve or disapprove the conclusion of the report.
 - f. IAMA Executive Board shall, without delay, inform the complainant/appellant and other interested parties about the outcomes of the complaint/appeal resolution process, in writing.
 - g. It is expected that any formally accepted complaint/appeal, not requiring an on-site investigation should normally be resolved within 6 months.



- h. IAMA Executive Board shall keep records relating to the complaints/appeals, including:
 - i. their reception,
 - ii. acceptance/rejection, investigation, resolution,
 - iii. communication to the complainant/appellant.

The diagram summarises the procedure.

Complaint / appeal resolution process diagram

