

Memorandum of Understanding

between

The European Telecommunications
Standards Institute (ETSI)

and

The Wireless Innovation Forum™
(WiInnForum)

Memorandum of Understanding

between

ETSI and the WinnForum

The signatories:

The **European Telecommunications Standards Institute ("ETSI")** is an industry-led standards development organization with a membership of over 750 manufacturers, network operators, service providers, research bodies, regulatory bodies and academia from over 60 countries. ETSI undertakes pre-standardization and standardization activities in areas common to telecommunications, information technology, sound and television broadcasting. **ETSI** aims to produce globally applicable standards and is the recognized European Standardization Organization for telecommunications.

The **Wireless Innovation Forum™ (WinnForum)**, also legally known as the Software Defined Radio Forum Inc. ("SDRF"), is a non-profit international industry association dedicated to "promoting the success of next generation radio technologies". The Forum's 100+ strong membership comprises world class technical, business and government organizations from EMEA, Asia and the Americas who are passionate about creating a revolution in wireless communications based on reconfigurable radio. SDR Forum members span commercial, defence and civil government markets at all levels of the wireless value chain and include service providers, manufacturers, developers, regulatory agencies, and academia.

Overall objective:

ETSI and the **WinnForum** have the common objective to perform and promote, directly or indirectly, regional and international standardization with the aim of contributing to the establishment of a global information infrastructure.

ETSI and the **WinnForum** have a reciprocal interest in avoiding duplication of technical work and would both benefit from adopting a complementary approach to the standardization process in the domains of mutual interest. **ETSI** and the **WinnForum** have noted the necessity of structuring and strengthening their relationship and fostering a closer co-operation.

Specific objectives and activities:

- 1 **ETSI** and the **WinnForum** may exchange from time to time as they may agree, free of charge, information in areas of mutual interest.
- 2 **ETSI** and the **WinnForum** shall make their best efforts to take part in and/or organise jointly meetings, conferences and workshops promoting issues of mutual interest and their partnership.
- 3 **ETSI** and the **WinnForum** have identified the agreed work areas specified in the Annex "*Mapping of Areas of Mutual Interest between ETSI and WinnForum*" attached to this Memorandum of Understanding (as such Annex may from time to time be amended by the duly authorized



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representatives of the parties to the present Memorandum of Understanding). Within these, copies of working documents and drafts from either party are for information only and shall be made available royalty-free to the other on request by mutual consent.

The dissemination by one party of the documents received from the other party will be strictly limited to the members of **WinnForum** and members of **ETSI**, and solely for the purpose of technical and/or promotional activities relating to the party's work programme. For all purposes, all copyright, trade secret, patent and other intellectual and industrial rights embodied in these documents, and any copies thereof, remains with the party originating them and extends to all media in which the information may be embodied. Incorporation of text/graphics from one party's documents or drafts into the deliverables of the other party is explicitly excluded from the scope of this Memorandum of Understanding.

ETSI and the **WinnForum** undertake to make every endeavour to use electronic document handling in their exchange of documents.

- 4 Within the context of this Memorandum of Understanding (MoU) and by mutual consent, a nominated Observer from the **WinnForum** Working Groups to the relevant **ETSI** Technical Bodies/ Industry Specification Groups and vice-versa may be permitted when the agenda contains items of mutual interest. In principle, no more than one Observer may be allowed in a Committee unless the relevant Chairman agrees.

Observers shall, to the extent permitted by the relevant party's organizational documents, be entitled to participate fully in discussions on relevant work items, and may, to the extent permitted by the relevant party's organizational documents, submit written contributions for information only, but shall have no voting rights. Incorporation of text/graphics from such observers' contributions into the deliverables of the other party is explicitly excluded from the scope of this MoU.

In order to avoid duplication of technical or planning activities, Observers should inform in writing the Chairperson of the **ETSI** Technical Body/Industry Specification Group or the **WinnForum** Working Group in which they are participating about such cases.

The Partner's Observer status conferred by this MoU, is not a substitute for, and is clearly distinguished from, the status of Full membership, Associate membership or Observer membership of **ETSI**.

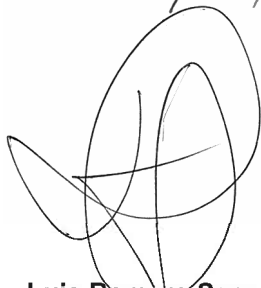
Administration of the Memorandum of Understanding

- 5 The MoU shall not be deemed or construed to be modified, amended or waived, in whole or in part, except by written agreement of both parties. Neither party may assign this MoU, or any of its rights, obligations or duties hereunder, without the prior written consent of the other party.
 - 5.1 This MoU shall last for three (3) years and may be renewed by mutual consent. In the event that new Rules of Procedure are adopted in either party, or when particular procedures are adopted at world-wide level by a party, the other party may suggest an amendment to this MoU that addresses any concerns raised by such change. If such amendment is not acceptable, then the party that proposed the amendment may terminate this MoU on thirty (30) day's written notice to the other. This MoU may also be amended upon mutual written consent of both parties in the light of experience and technical developments.
 - 5.2 Notwithstanding the foregoing, this MoU may be terminated by either party upon ninety (90) day's written notice to the other. Upon any termination or expiration of this MoU, all the rights granted pursuant to this MoU shall cease immediately and the parties shall cease from distributing any information received pursuant to this MoU. Notwithstanding anything in this MoU or otherwise to the contrary, the provisions of this MoU related to ownership of rights shall survive any termination or expiration of this MoU.

- 5.3 Any difficulties arising shall be agreed wherever possible at the working level between the relevant Technical Body/Industry Specification Group/Group Chairmen. Matters which cannot be resolved at working level shall be subject to discussion between the two organizations at the level of the Director-General of **ETSI** and the CEO of the **WinnForum**.
- 5.4 This MoU shall be governed by, and construed in accordance with French law.
- 5.5 All disputes arising in connection with the present agreement, which cannot be solved amicably, shall be finally settled by arbitration in accordance with the Rules of the International Chamber of Commerce (Paris), by one or more arbitrators appointed under the said Rules.
- 5.6 The relationship between **ETSI** and the **WinnForum** shall be that of independent signatories, and nothing in this MoU shall be construed to constitute either party as an employee, agent or member of the other party. Without limiting the foregoing, neither party shall have authority to act for or to bind the other party in any way, to make representations or warranties or to execute agreements on behalf of the other party, or to represent that it is in any way responsible for the acts or omissions of the other party.
- 6 The practical contacts and decisions for the application of this MoU will be taken by the Director-General of **ETSI** and the CEO of the **WinnForum**.

Dated:

05/02/2015



Luis Romero Saro
ETSI Director-General

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Dated:



Lee Pucker
WinnForum Chief Executive Officer

**The Wireless innovation Forum
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Annex 1

Mapping of Areas of Mutual Interest between ETSI and WInnForum

WInnForum Working Groups	ETSI Technical Bodies and/or ETSI Project and/or Industry Specification Group
User Requirements Committee	Technical Committee RRS
Committee on Next Generation Radio Technologies	
Committee on Advanced Wireless Networking and Infrastructure	
Coordinating Committee on International SCA Standards	

Note: This table may from time to time be amended by the duly authorized representatives of the parties upon consultation. The current version of this table is available at the following link:

http://webapp.etsi.org/AgreementView/Mapping_tables/Mapping_WInnForum.htm

