

## **Cooperation Agreement between XGP Forum and The Wireless Innovation Forum**

### **The signatories:**

**XGP Forum ("XGPF")** is a non-profitable organization taking over the Group called PHS MoU Group who was promoting a proprietary 2G TDD in 2009. The primary mission of XGPF is to standardize and promote specification/services of XGP, an ITU approved 4G BWA TDD, fully compatible with TD-LTE. In recent years, XGPF is actively engaged in activities to introduce a new private wireless system (sXGP system) using TD-LTE in 1.9 GHz band.

The **Software Defined Radio Forum Inc. doing business as The Wireless Innovation Forum ("WINNF")** is an international group of equipment vendors, subsystem vendors, software developers, technology developers, communication service providers, research and engineering organizations, academic institutions, government users, regulators and other interested parties who share the common business interests of advancing technologies supporting the innovative utilization of spectrum and the development of wireless communications systems, including essential or critical communications systems.

### **Overall objective:**

**XGPF** and **WINNF** have a reciprocal interest in avoiding duplication of technical work and would both benefit from adopting a complementary approach to the standardization process. **XGPF** and **WINNF** have noted the necessity of structuring and strengthening their relationship and fostering a closer co-operation, which is possible due to the general compatibility of their respective IPR policies.

### **Specific objectives and activities:**

- 1 XGPF** shall be invited to make input contributions to **WINNF** for consideration of adoption in documents produced by **WINNF**.
- 2 WINNF** shall be invited to make input contributions to **XGPF** for consideration of adoption in documents produced by **XGPF**.
- 3 XGPF** and **WINNF** may cooperate in technical, standardization, marketing and communication, test/certification, and regulatory advocacy when areas of mutual interest are identified.
- 4 XGPF** and **WINNF** may exchange request for comments and other information in areas of mutual interest to **XGPF** and **WINNF**.
- 5 XGPF** and **WINNF** may conduct joint workshops if deemed necessary to facilitate the respective work programs of both groups.
- 6 XGPF** and **WINNF** may conduct joint or collocated working meetings, as appropriate.

- 7 **XGPF** and **WINNF** may exchange information concerning their roadmaps and respective plans for the dissemination and standardization activities in areas of mutual interest.
- 8 Where considered appropriate, **XGPF** and **WINNF** may jointly disseminate information in areas of mutual interest related to these activities.
- 9 Within the context of this Cooperation Agreement and by mutual consent, a nominated Observer from **WINNF** Working Groups to the relevant **XGPF** Technical Bodies 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.

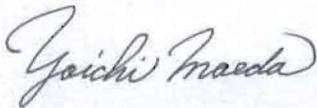
The Partner's Observer status conferred by this Cooperation Agreement, is not a substitute for, and is clearly distinguished from, the status of Full membership, Associate membership or Observer membership in **WINNF** and of Sponsor membership, Full membership, or Observer membership in **XGPF**.

#### **Administration of the Cooperation Agreement**

- 10 **XGPF** and **WINNF** undertake to make every endeavour to use electronic document handling in their exchange of documents.
- 11 Contributions made by one party to the other shall not be considered as representing an official position of the contributing party unless they have been previously approved by that party following an approved ballot process.
- 12 The dissemination by one party of the documents received from the other party will be strictly limited to the members of **WINNF** and members of **XGPF**, and solely for the purpose of technical and/or promotional activities relating to the party's work program. To the extent that and for so long as any documents received from the other party are not publicly available or are otherwise sensitive or confidential, the receiving party will keep such documents confidential, within its organization and its members, and direct its members to keep such documents confidential. 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 allowed under the scope of this Cooperation Agreement, so long as appropriate reference is made. The parties agree to grant a non-exclusive, irrevocable, worldwide, perpetual, royalty-free license under the submitter party's copyrights to reproduce, distribute, publish, display, perform, and create derivative works of any document submitted by one party to another under the receiving organization's own copyright.
- 13 The Cooperation Agreement 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 Cooperation Agreement, or any of its rights, obligations or duties hereunder, without the prior written consent of the other party.
- 14 This Cooperation Agreement 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 Cooperation Agreement that addresses any concerns raised by such change. If such amendment is not acceptable, then the party that proposed the amendment may terminate this Cooperation Agreement on thirty (30) day's written notice to the other. This Cooperation Agreement may also be amended upon mutual written consent of both parties in the light of experience and technical developments.

- 15 Notwithstanding the foregoing, this Cooperation Agreement may be terminated by either party upon ninety (90) day's written notice to the other. Upon any termination or expiration of this Cooperation Agreement, all the rights granted pursuant to this Cooperation Agreement shall cease immediately and the parties shall cease from distributing any information received pursuant to this Cooperation Agreement. Notwithstanding anything in this Cooperation Agreement or otherwise to the contrary, the provisions of this Cooperation Agreement related to ownership of rights shall survive any termination or expiration of this Cooperation Agreement.
- 16 Any difficulties arising shall be agreed wherever possible at the working level between the relevant Group Chairpersons. Matters which cannot be resolved at working level shall be subject to discussion between the two organizations at the level of the Chairperson of **XGPF** and the CEO of **WINNF**.
- 17 This Cooperation Agreement shall be governed by, and construed in accordance with Massachusetts law.
- 18 The relationship between **XGPF** and **WINNF** shall be that of independent signatories, and nothing in this Cooperation Agreement 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.
- 19 The practical contacts and decisions for the application of this Cooperation Agreement will be taken by the Chairperson of **XGPF** and the CEO of **WINNF**.

Dated: 01/11/2018

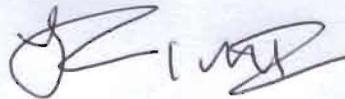


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