



Cooperation Agreement

between the

European Telecommunications Standards
Institute (ETSI)

and the

Telecommunications Industry Association
(TIA)

Co-operation Agreement between ETSI and TIA

The signatories:

The **European Telecommunications Standards Institute ("ETSI")** is an industry-led standards development organization with a membership of over 700 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 **Telecommunications Industry Association ("TIA")** produces voluntary industry standards (TIA Standards and TIA Interim Standards) and American National Standards (TIA American National Standards) and TIA Telecommunications Systems Bulletins (TSB), and other documents in the fields of Communications Products (Wireless, Satellite and User Premises), Distribution Systems, and Fiber Optics. The **TIA** is accredited by the American National Standards Institute (ANSI) and recognized by the International Telecommunication Union under ITU-T Recommendations A.5 and A.6;

Overall objectives:

ETSI and the **TIA** 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 **TIA** 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 **TIA** have noted the necessity of structuring and strengthening their relationship and fostering a closer co-operation.

Specific objectives and activities:

- 1 **ETSI** and the **TIA** may exchange from time to time as they may agree, free of charge, information on programmes of work in areas of mutual interest.
- 2 **ETSI** and **TIA** have identified the agreed work areas specified in the Annex "*Mapping of Areas of Mutual Interest between ETSI and TIA*" attached to this Co-operation Agreement (as such Annex may from time to time be amended by the duly authorized representatives of the parties to the present co-operation agreement). Within these, copies of working documents and drafts from either party shall be made available royalty-free to the other on request. The dissemination by one party of the documents received from the other party will be strictly limited to the members of **TIA** 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.

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

- 3 Within the context of this Co-operation Agreement and by mutual consent, a nominated Observer from the **TIA** 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.

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 **TIA** Working Group in which they are participating about such cases.

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

- 4 **ETSI** and the **TIA** may agree in particular cases, and by a separate written agreement ("Materials Agreement") signed by both parties, to incorporate text and graphics (hereinafter "Material") from the other party into a document. The party adopting Material by incorporating the Material into a document shall be referred to herein as the Adopting Party. The party originating the Material incorporated by the Adopting Party shall be referred to herein as the Originating Party.

The Materials Agreement shall specify the Originating party's Material to be incorporated by the Adopting Party ("Specific Material"), and shall further specify the Adopting Party document(s) into which Specific Material may be incorporated. The Originating Party shall, by consenting to incorporation of Specific Material into one or more Adopting Party documents as specified in the Materials Agreement, grant the Adopting Party a non-exclusive, perpetual, worldwide, irrevocable, royalty-free copyright license to reproduce and distribute, without modification, Specific Material only as incorporated into the Adopting Party document(s) specified in the Materials Agreement.

The Adopting Party shall acknowledge the Originating Party as the source of the Specific Material. The Adopting Party shall include with the Specific Material all notices, legends, and other associated text requested by the Originating Party, including, without limitation, notices and legends related to copyrights, trademarks, trade secrets, and patents.

The Adopting Party shall only incorporate Material previously published by the Originating Party.

Prior to signing the Materials Agreement, each Party shall provide to the other a written copy of the Party's policies and procedures with respect to intellectual property rights of the Party and the Party's members ("IPR Policy"). As used herein, intellectual property includes, without limitation, copyrights, trademarks, trade secrets, and patents. The IPR Policy shall include, without limitation, policies and procedures related to intellectual property and its use in the development, approval, and use of the Parties' deliverables and implementations thereof, and associated disclosure obligations and licensing policies. Each Party shall promptly notify the other of any changes to the Party's IPR Policy.

Nothing in any Materials Agreement shall be construed to grant other rights or licenses, either directly, by implication, estoppel, or otherwise:

- a) to modify or otherwise create derivative works of Material, other than by incorporation into the Adopting Party document(s) specified in a Materials Agreement;
- b) to sublicense others to
 - i) incorporate Material or any portion thereof into any other party's document,
 - or
 - ii) otherwise create derivative works of Material;

- c) to reproduce or distribute Material other than by incorporation into the Adopting Party document(s) specified in a Materials Agreement, or to sublicense others to do so;
- d) under any patents, trademarks, or trade secrets of the Originating party; or
- e) under any intellectual property of Originating party members.

Nothing in any Materials Agreement shall be construed to impose other obligations upon the Originating party or its members, either directly, by implication, estoppel, or otherwise:

- a) to license patents, trademarks, or trade secrets related to Material or Adopting party standards incorporating Material;
- b) to disclose information regarding the existence, status, availability for licensing, or licensing terms of patents and pending patent applications related to Material or Adopting party standards incorporating Material; or
- c) to otherwise adhere to Adopting party's IPR Policy both generally and with respect to Materials.

- 5 **ETSI** and the **TIA** may also agree in particular cases where joint copyright and/or joint working procedure are envisaged, and by a separate written agreement ("Working Agreement") signed by both parties, to produce a joint document the details of which shall be included in the "Working Agreement". Any joint documents shall be subject to the principles of the ETSI IPR Policy and the TIA IPR Policy.

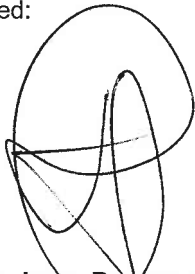
Administration of the Co-operation Agreement

- 6.1 This Co-operation 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 Co-operation Agreement or any of its rights, obligations or duties hereunder, without the prior written consent of the other party.
- 6.2 This Co-operation 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 Co-operation 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 Co-operation Agreement on thirty (30) day's written notice to the other. This Co-operation Agreement may also be amended upon mutual written consent of both parties in the light of experience and technical developments.
- 6.3 Notwithstanding the foregoing, this Co-operation Agreement may be terminated by either party upon ninety (90) day's written notice to the other. Upon any termination or expiration of this Co-operation Agreement, all the rights granted pursuant to this Co-operation Agreement shall cease immediately and the parties shall cease from distributing any information received pursuant to this Co-operation Agreement. Notwithstanding anything in this Co-operation Agreement or otherwise to the contrary, the provisions of this Co-operation Agreement related to ownership of rights shall survive any termination or expiration of this Co-operation Agreement.
- 6.4 Any difficulties arising shall be agreed wherever possible at the working level between the relevant Technical Body/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 President of **TIA**.
- 6.5 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.
- 6.6 The relationship between **ETSI** and the **TIA** shall be that of independent signatories, and nothing in this Co-operation 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.

- 7 The practical contacts and decisions for the application of this Co-operation Agreement will be taken by the Director-General of **ETSI** and the President of **TIA**.

Dated:



Luis Jorge Romero Saro
ETSI Director-General

**European Telecommunications
Standards Institute (ETSI)**

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F-06921 Sophia Antipolis Cedex
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<http://www.etsi.org>

Dated:

4/23/14



Grant E. Seiffert
TIA President

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<http://www.tiaonline.org>

Annex 1

Mapping of Areas of Mutual Interest between ETSI and TIA

TIA Engineering Committees	ETSI Technical Body (TB) and/or Industry Specification group and/or ETSI Project
TR-8 Mobile and Personal Private Radio Standards	TC EMTEL (Emergency Communications)
TR-45 Mobile and Point-to-Point Communications Standards	
TR-8: Mobile and Personal Private Radio Standards	TC TCCE (TETRA and Critical Communications Evolution) TC ERM (EMC and Radio Spectrum Matters)
TR-14: Point-to-Point Communications Systems	TC ERM (EMC and Radio Spectrum Matters)
TR-30: Multi-Media Access, Protocols and Interfaces	EP E2NA (End-to-End Network Architectures)
TR-34: Satellite Equipment & Systems	TC SES (Satellite Earth Stations & Systems) TC ERM (EMC & Radio Spectrum Matters)
TR-47 Terrestrial Mobile Multimedia Multicast	JTC Broadcast
TR-47.1: Terrestrial Mobile Multimedia Multicast based on Forward Link Only Technology	JTC Broadcast
TR-47.2: Terrestrial Mobile Multimedia Multicast based on DVB-H Technology	JTC Broadcast
TR-49 Healthcare ICT	EP eHealth
TR-50 M2M - Smart Device Communications	TC Smart Machine to Machine (M2M)
TR-51 Smart Utility Networks	
Cloud Computing Subcommittee	Network Functions Virtualization ISG

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_TIA.htm