

**Source: Secretary**

**Title: OMA Co-operation Framework with 3GPP**

**Agenda item: 12.1**

**Document for:**

Decision	
Discussion	<b>X</b>
Information	

## **1 Introduction**

The attached "Co-operation Framework" has been received from the Chair of the OMA Board External Liaison Committee (Isabelle Valet-Harper).

The PCG may wish to discuss the content of the guidelines.

## CO-OPERATION FRAMEWORK

The following are general guidelines (“Co-operation Framework”) for the cooperative effort between the Open Mobile Alliance Ltd. (“Open Mobile Alliance”) and the 3rd Generation Partnership Project (“3GPP”).

### 1. DEFINITIONS

- (a) “Work Areas” mean the agreed work areas as set forth in Exhibit A attached hereto and incorporated herein, as modified from time to time by mutual decision of the parties.
- (b) “Contact Persons” mean the persons as set forth in Exhibit B, attached hereto and incorporated herein, as may be modified from time to time by either party through notice to the other party.
- (c) “Documents” mean copies of working documents and drafts within the Work Areas as defined above, the method of access to which is set forth in Exhibit C, attached hereto and incorporated herein, as may be modified from time to time by either party through notice to the other party. The terms of this Co-operation Framework will apply to all documents exchanged even if accessed in a manner other than as set forth in Exhibit C.
- (d) “Partners” mean the present and future standards bodies of 3GPP. The present standards bodies of 3GPP are set forth in section 2 (a) below.
- (e) “Intellectual Property Rights (“IPR”)” mean the patents and pending patent applications, copyrights covering software or firmware, and mask works on integrated circuit mask sets, whether in existence now or created, invented or developed in the future.
- (f) “Essential IPR” means IPR without which it is not possible on technical but not commercial grounds, taking account of normal technical practice and the state of the art generally available, to make, sell, lease, otherwise dispose of, repair, use or operate equipment or methods, which comply with a Specification (as defined below) without infringing that IPR.
- (g) “Specification” means a document, either on paper or in an electronic file, containing a set of detailed technical specifications as specifically individually defined by the Open Mobile Alliance and by the Partners in their respective membership documents.

- (h) "IPR Declaration" means the declaration as set forth in Exhibit D, attached hereto and incorporated herein.

## 2. INTRODUCTION

- (a) 3GPP is a collaborative agreement, established in 1998, presently consisting of the following telecommunications standards bodies:

ARIB	Association of Radio Industries and Businesses (Japan)
CWTS	China Wireless Telecommunication Standard Group (China)
ETSI	European Telecommunications Standards Institute (France)
T1	Standards Committee T1 Telecommunications (US)
TTA	Telecommunications Technology Association (Korea)
TTC	The Telecommunication Technology Committee (Japan)

- (b) This Co-operation Framework presents guidelines to serve as the basis for establishing the cooperative efforts between the Open Mobile Alliance and 3GPP with the objective of securing timely development of technical specifications.
- (c) The parties shall agree on specific areas of interest to be addressed, known as Work Areas.
- (d) The parties shall exchange, upon request, as mutually desired and free of charge, information on relevant work programs in the Work Areas.

## 3. DOCUMENT SHARING

- (a) Each party encourages the sharing of Documents to all of its respective members.
- (b) Documents from one party which are cross-referenced by the other party shall be accessible on equal terms to all members of the other party.
- (c) The Documents shared by each party are not intended to contain any confidential information. In the event that any Document inadvertently is released with confidential information, then the parties agree to work diligently to prevent any future breach of confidential information.

## 4. PARTICIPATION IN MEETINGS

- (a) At either (i) the invitation of the Contact Person of the hosting party or (ii) if, at the request of the other party, the Contact Person of the hosting party so agrees, Open Mobile Alliance or 3GPP liaison representatives may attend and participate in the other party's meetings. Either party may designate any

part(s) of its meeting as “closed” and the other party’s liaison representative may not attend or participate in such “closed” sessions.

- (b) Within the Work Areas, (i) at the invitation of the chairperson of the relevant group of the hosting party or (ii) if, at the request of the other party, that chairperson so agrees, a member of the Open Mobile Alliance or its specification/expert groups may be permitted to attend and participate in 3GPP’s relevant working/expert or regional interest groups. If this OMA member is also a 3GPP member, he/she will participate as a 3GPP member.. If this member is not a 3GPP member, he/she may be granted “guest” status by 3GPP, for a limited duration, at the request of the Contact Person. A liaison representative from 3GPP or its working/expert/regional groups may be permitted to attend and participate in the Open Mobile Alliance’s specification/expert groups or technical body as a liaison representative.. In all of the above circumstances, such attendance is subject to the agenda containing items of mutual interest (as determined by the chairperson of the technical body/group). Such liaison representatives may also be permitted to attend meetings of the relevant subordinate technical groups/bodies. The chairperson of the relevant group/technical body may designate any part(s) of the meeting as “closed” and the other party’s representatives may not attend or participate in such “closed” sessions.
- (c) Each party may determine how many liaison representatives of the other party it will accept during meetings
- (d) Liaison representatives to OMA may submit technical proposals on behalf of 3GPP to the group/body in which they are participating. The parties will work together to ensure that all parties involved in technical proposals are willing to license any IPR on fair, reasonable and non-discriminatory terms and conditions.
- (e) It would be useful information if each party would disclose to the other if any information being shared under this Co-operation Framework contained information from those outside of the respective parties’ organizations. For example, if a third party who is not a member of 3GPP contributed information to a 3GPP Document, which 3GPP in turn shared with the Open Mobile Alliance, then it would be useful information if 3GPP would state verbally and/or in writing at the time of disclosure to the Open Mobile Alliance that such Document may contain information from those outside of 3GPP.
- (f) In the event that an liaison representative to OMA is a member of both the Open Mobile Alliance and 3GPP, the liaison representative will inform the chairperson of the group/body in which he or she is participating of the affiliation being represented, which must remain consistent during the course of that meeting.

## **5. INTELLECTUAL PROPERTY RIGHTS**

- (a) The Open Mobile Alliance and the Partners have similar principles in their respective membership policies regarding declaration of IPR and regarding licenses to Essential IPR being made available on fair, reasonable and non-discriminatory terms and conditions.
- (b) When IPR related to a Specification is brought to the attention of the chairperson of the Open Mobile Alliance and 3GPP and/or the Partners as a result of this Co-operation Framework, then such chairperson shall request that an IPR Declaration be completed by the respective Open Mobile Alliance or 3GPP and/or Partner member owning such IPR.
- (c) There is no objection in principle to drafting proposed specifications in terms that include the use of patented items, if it is considered that technical reasons justify this approach. If there are normative elements in a reference, then the respective parties will attempt to disclose any known issues related to the willingness to license any IPR on fair, reasonable and non-discriminatory terms and conditions. A normative reference is a reference to a specification which is such that the content of the reference becomes an integral part of the referencing specification, and that it is not possible to conform to the referencing specification nor to inter-operate with other implementations of the referencing specification without implementing the content of the reference.

## **6. CONFIDENTIAL INFORMATION**

It is not the intent of the parties that any confidential information be shared.

## **7. COPYRIGHT OF MATERIALS**

- (a) The chairperson of a technical body/group of one of the parties may decide to incorporate text and/or graphics provided by the other party and/or Partners where the copyright in such text or graphics are solely owned by that other party and/or the Partners and with the consent of the other party and/or the Partners into a published document.
- (b) Provided that the source of such material is acknowledged fully, it is the intent that each party and/or the Partners grant to the other party and/or Partners a free, irrevocable, perpetual, non-exclusive, world-wide license to incorporate text or other copyrightable material contained in the contribution and any modifications thereof in the creation of the parties' and/or Partners' respective publications; to copyright and sell in the parties' and/or Partners' respective names any standards publication even though it may include portions of the other's contributions; and at the party's and/or Partners' sole discretion to

permit others to reproduce in whole or in part such contributions or the resulting standards publications.

- (c) In the event the Open Mobile Alliance and 3GPP and/or Partners co-develop any materials, then it is the intent that the parties and/or Partners will have joint copyright ownership of such materials. It is the intent that each party and/or Partners hereby grant to the other party a free, irrevocable, perpetual, non-exclusive, world-wide license to incorporate text or other copyrightable material contained in the jointly developed work and any modifications thereof in the creation of each party's and/or Partners' respective publications.

## **8. TERM AND TERMINATION**

This Co-operation Framework is offered to guide cooperation efforts between the parties, and should be put into use inasmuch as it is applicable to the cooperation efforts. In the event that either party finds the Co-operation Framework inapplicable, then the party may notify the other party so that the Co-operation Framework may be modified or withdrawn.

## **9. LIMITATION OF LIABILITY**

Neither party will be held liable for any damage resulting from the use or incorporation of any information by the other party. Each party warrants that it has the right to make the disclosures under this Co-operation Framework. NO OTHER WARRANTIES ARE MADE BY EITHER PARTY UNDER THE CO-OPERATION FRAMEWORK. NEITHER PARTY MAKES ANY REPRESENTATIONS WITH RESPECT TO AND DOES NOT WARRANT THE ACCURACY OF ANY INFORMATION OR ANY DOCUMENT.

## **10. INTEROPERABILITY TESTING**

This Co-operation Framework does not currently contain specific provisions related to interoperability testing.

## **11. GENERAL**

- (a) This Co-operation Framework supersedes all prior discussions and constitutes the entire Co-operation Framework between the parties with respect to the subject matter hereof.
- (b) Neither party acquires any intellectual or industrial property rights under this Co-operation Framework or through any disclosure hereunder except where expressly stated in this Co-operation Framework. No license to any patent, trade mark, copyright or other proprietary right is granted under this

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Co-operation Framework or through any disclosure hereunder except where expressly stated in this Co-operation Framework.

- (c) Nothing contained herein shall be deemed to obligate either party to incorporate the materials presented by the other party.
- (d) It is expressly declared that this Co-operation Framework and the relationships between the parties established hereby does not constitute a partnership, joint venture, agency, or contract of employment between them.

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**EXHIBIT A**  
WORK AREAS



**EXHIBIT B**  
CONTACT PERSONS

Open Mobile Alliance

Name: External Liaison Committee of the OMA Board

E-mail Address: OMA-external-liaisons-request@**mail**.openmobilealliance.org

Phone number: \_\_\_\_\_

3GPP

Name: \_\_\_\_\_

E-mail Address: \_\_\_\_\_

Phone number: \_\_\_\_\_

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**EXHIBIT C**  
**DOCUMENTS**  
**METHOD OF ACCESS**

From the Open Mobile Alliance:

Open Mobile Alliance working documents are available on its Web site and may be accessed at <http://www.openmobilealliance.org>

From 3GPP:

3GPP working documents are available on its Web site, and are grouped according to the meeting. These documents may be accessed at <http://www.3gpp.org>

## EXHIBIT D

### IPR DECLARATION

Reference: state Title of Proposed Standard (hereinafter "Standard")

Company Name: \_\_\_\_\_

On behalf of the above company ("Company"), and being authorized by the Company to make such representations, with respect to any essential patents held or controlled by the Company, pending or anticipated to be filed necessary to implement the above Standard, we indicate the following (mark with an "X" where applicable):

(1) \_\_\_\_\_ The Company states: it does not hold and does not anticipate holding any patented invention the use of which would be required for compliance with the proposed Standard.

OR

The Company states that (mark either (2)(a) or (2)(b) below):

(2)(a) \_\_\_\_\_ a non-exclusive license will be made available without compensation to applicants desiring to utilize the license for the purpose of implementing the Standard, or

(2)(b) \_\_\_\_\_ a non-exclusive license will be made available on fair, reasonable and non-discriminatory terms and conditions to applicants desiring to utilize the license for the purpose of implementing the Standard.

Either 2(a) or 2(b), whichever is selected above, may be modified by marking one or both of the following:

(3)(a) \_\_\_\_\_ The commitment to license above selected will be made available only on a reciprocal basis. The term "reciprocal" means that the licensee is willing to license the licensor in compliance with either (2)(a) or (2)(b) above as respects the practice of the Standard.

(3)(b) \_\_\_\_\_ The Company hereby limits its commitment to license under either (2)(a) or (2)(b) above to the patents and published pending patent applications identified by issuance and filing dates and numbers listed below and represents that this list contains all the Company's essential patents and published pending patent applications, as of this date, necessary to practice the Standard. The Company undertakes to update this IPR Declaration with essential patents or published pending patent applications of the Company which becomes known to the

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Company after the date below with a notification as to whether a license will be made available. Nothing in this statement requires the Company to make a patent search.

OR

(4) \_\_\_\_\_ The Company declines to give the assurances set forth in (1), (2)(a) or (2)(b) above.

Agreed, on behalf of the above Company:

\_\_\_\_\_  
Signature

\_\_\_\_\_  
Address

\_\_\_\_\_  
Print Name and Title

\_\_\_\_\_  
Telephone Number

\_\_\_\_\_  
Date

\_\_\_\_\_  
E-mail Address

If (3)(b) was marked above, please list the patents and published pending patent applications identified by issuance and filing dates and numbers below.