

**Source: Secretary**

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

**Agenda item: 12**

**Document for:**

Decision	
Discussion	<b>X</b>
Information	

The attached Draft OMA-3GPP Co-Operation Framework has been received from OMA together with a request that 3GPP consider the text and provide comments.

## **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) “Contributions” mean any work, whether pre-existing or newly created or prepared within a Work Area under the auspices of the Host Organization, as defined below, which may be encumbered by Intellectual Property Rights (“IPR”), as defined below.
- (d) “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.
- (e) “Partners” mean the present and future organisational partners of 3GPP. The present organisational partners of 3GPP are described in section 2 (a) below.
- (f) “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.
- (g) “Specification” means a document, in any form or media including but not limited to paper or an electronic file, containing a set of detailed technical specifications as specifically defined by the organization that produced the same.

- (h) "Host Organization" means, in each particular instance, whichever of either the Open Mobile Alliance or 3GPP under whose auspices (including its rules and procedures) work product within a defined Work Area is being developed.

## **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 in the Work Areas between the Open Mobile Alliance and 3GPP with the objective of securing timely development of technical specifications.
- (c) The parties shall endeavor to 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 provided that Contributions should be made pursuant to sections 5(b) and 5(c) of this Co-operation Framework.
- (b) Documents from one party which are made available to the other party are intended to be accessible on equal terms to all members of the other party.

## **4. PARTICIPATION IN MEETINGS**

No provisions are made for participation to each other meetings.

## **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) Contributions may be made to the Open Mobile Alliance by members of 3GPP who are also members of the Open Mobile Alliance only in their capacity as Open Mobile Alliance member(s) under the Open Mobile Alliance membership rules, including its IPR policy.
- (c) Contributions may be made to 3GPP by members of the Open Mobile Alliance who are also members of 3GPP only in their capacity as 3GPP member(s) under the 3GPP membership rules, including its IPR policy.
- (d) If there are normative elements in a reference, then the respective parties will attempt to disclose any known issues related to the availability of the referenced specification to the other party, and to the willingness to license any IPR in the referenced documents on fair, reasonable and non-discriminatory terms and conditions to the members of the other party. 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.
- (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.

## **6. CONFIDENTIAL INFORMATION**

It is the intent of the parties that no confidential information will be disclosed.

## **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 MAKES ANY REPRESENTATIONS WITH RESPECT TO AND DOES NOT WARRANT THE ACCURACY OF ANY INFORMATION OR ANY DOCUMENT. Without limiting the foregoing, each party agrees to accept the terms of and reproduce any warranty disclaimers or limitations of liability which are included in any material made available to it under this Co-operation Framework.

## **10. 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 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.
- (e) Each party may disclose publicly the existence of this Co-operation Framework, provided that neither party will publicly disclose the terms of this Co-operation Framework without obtaining the prior written consent of the other party. For example, each party may indicate, without the need of prior written consent from the other party, the name of the other party in a public list of liaison partners.

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Sept 15, 2003

**EXHIBIT A**

**WORK AREAS**

Work in technical committees of each party

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**EXHIBIT B**

CONTACT PERSONS

Open Mobile Alliance

Name: Technical Plenary Chairman (Mark Cataldo)

E-mail Address: mark.cataldo@openwave.com

Phone number: +44 23 8076 8130

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>