

Memorandum of Understanding

between

The European
Telecommunications Standards
Institute (ETSI)

and

The Wireless Innovation Forum™
(WiInnForum)

Memorandum of Understanding between ETSI and the WinnForum

Between:

The **European Telecommunications Standards Institute** ("ETSI"), a non-profit organisation under the French Law of July 1st, 1901, registered under N° 7803/88 and having its office located at 650, Route des Lucioles, 06921 Sophia Antipolis Cedex, France, represented by its Director General Luis Jorge Romero Saro.

The **Wireless Innovation Forum™ (WinnForum)**, also legally known as the Software Defined Radio Forum Inc. ("SDRF"), having its registered office at 11130 Sunrise Valley Drive, Suite 350, Reston VA. 20191, USA, represented by its Chief Executive Officer, Mr. Lee Pucker.

Hereafter referred to as "The Parties", or individually as "The Party".

Whereas

ETSI provides members with an open and inclusive environment to support the development, ratification and testing of globally applicable standards for ICT systems and services across all sectors of industry and society. ETSI is a not-for-profit body with more than 900 member organizations worldwide, drawn from 65 countries and five continents. Members comprise a diversified pool of large and small private companies, research entities, academia, government, and public organizations. ETSI is officially recognized by the EU as a European Standards Organization (ESO).

WinnForum 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.

ETSI and the **WinnForum** have noted the necessity of structuring and strengthening their relationship and fostering a closer relationship.

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** collaborate in the ICT standardization and interoperability areas and work together for their mutual benefit. Furthermore the Parties may seek to encourage and develop collaborative activities in various ways, including the exchange of ideas and expertise in relation to the European Union's policy towards standardization in general.

The Parties agree the following:

1 Exchange of information within Areas of Mutual Interest

1.1 Identification of Areas of Mutual Interest

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 (MoU). Within these, copies of working documents and drafts from either party shall be made available royalty-free to the other on request by mutual consent.

1.2 Format and Dissemination of exchanged information

ETSI and the **WinnForum** undertake to make every endeavour to use electronic document handling in their exchange of documents. The dissemination by one Party of the documents received from the other Party will be strictly limited to the members of **WinnForum** as well as members and ISG participants of **ETSI**, and solely for the purpose of technical and/or promotional activities relating to the Party's work programme.

1.3 Use of exchanged information.

The working documents, drafts and any contribution provided by either Party to the other are for information only. The present MoU does not cover uses other than pure information. For the sake of clarity, the incorporation of text/graphics from one Party's documents or drafts into the deliverables of the other Party is not covered by the present MoU and requires a separate agreement to be signed between the Parties.

1.4 Intellectual Property

For all purposes, all copyright, trade secret, patent and any other intellectual property 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. In no event shall the exchange of information grant, either expressly, by implication, estoppel or otherwise, a license under any patent or any other intellectual property right.

1.5 Update and maintenance of Areas of Mutual Interest

The Annex 1 "*Mapping of Areas of Mutual Interest between ETSI and WinnForum*" is a living part of the present MoU. By mutual written consent, the annex may from time to time be amended by the duly authorized representatives of the Parties to the present Memorandum of Understanding. A web-based version of this Annex will be maintained by ETSI and reflect the latest updates.

2 Representation of the Parties

2.1 For the administration of the present MoU

The practical contacts and decisions for the application of the present MoU will be taken by the Director-General of **ETSI** and the Chief Executive Officer of **WinnForum**.

2.2 For other activities (Observers)

2.2.1 Nomination of Observers

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 Technical Body/Industry Specification Group unless the relevant Chairman agrees.

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

2.2.2 Role, rights/duties

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. For such contributions, clause 1.3, of the present MoU applies.

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.

2.3 Identification and listing of contact points

The performance of the present MoU may require identification of further specific contact points by both Parties.

At the time of the signature of the present MoU, the identified contact points and Observers are listed in the living Annex 2 "*Contact points for the MoU between ETSI and WinnForum*". ETSI will therefore maintain a web-based version of this Annex reflecting the latest updates, an offline copy of which is available to **WinnForum** on demand.

3 Joint activities

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.

4 Entry into force, Duration & Renewal

The present MoU shall enter into force from the date of its countersignature by ETSI. It shall expire five (5) years after its entry into force unless renewed by written mutual consent before its expiration date.

5 Amendments & Waivers

The present 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.

6 Termination

The present MoU may be terminated by either party upon thirty (30) day's written notice to the other. Upon any termination or expiration of the MoU, all the rights granted pursuant to the MoU shall cease immediately and the Parties shall cease dissemination of any information received pursuant to the MoU.

7 Assignment

Neither party may assign the present MoU, or any of the related rights, obligations or duties, without the prior written consent of the other Party.

8 Personal Data

The Parties may collect and store personal data in connection with the present MoU and shall respect the provisions of the General Data Protection Regulation (EU) 2016/679 without using the personal data received from a Party for any other matter than performing the present MoU.

In case of any other specific restrictions related to the use of personal data, the providing Party shall inform the receiving Party about such restrictions of use.

9 Independence of the Parties

The relationship between **ETSI** and the **WinnForum** shall be that of independent signatories, and nothing in the present 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.

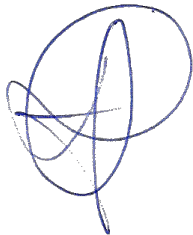
10 Applicable law & Arbitration

10.1 The present MoU shall be governed by, and construed in accordance with, French law.

10.2 Any difficulties arising shall be agreed wherever possible at the working level between the relevant Technical Body/Industry Specification Group/**WinnForum** 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 Chief Executive Officer of the **WinnForum**.

10.3 All disputes arising in connection with the present MoU, 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.

Dated: Dec 10, 2021



Luis Romero Saro
ETSI Director-General

**European Telecommunications
Standards Institute (ETSI)**

650, Route des Lucioles
F-06921 Sophia Antipolis Cedex
FRANCE

<http://www.etsi.org>

Dated: Dec 10, 2021

Leonard G Pucker II
Leonard G Pucker II (Dec 10, 2021 07:50 PST)

Lee Pucker
WinnForum Chief Executive Officer

The Wireless innovation Forum (WinnForum)

11130 Sunrise Valley Drive
Suite 350
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USA

<http://www.wirelessinnovation.org>

Annex 1

Mapping of Areas of Mutual Interest between ETSI and WInnForum

1 – Overview

		ETSI Activities
		Technical Committee RRS (Reconfigurable Radio Systems)
WInnForum Activities	6 GHz Committee	•
	Advanced Technologies Committee	•
	Spectrum Sharing Committee	•
	Software Defined System Committee	•

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

https://docbox.etsi.org/Partners/Agreements/WInnForum_Mapping_Table.pdf

Annex 2

Contact points for the MoU between ETSI and WinnForum

For the administration of the present MoU, the following contact points are defined:

- Mr. Lee Pucker - WinnForum Chief Executive Officer - lee.pucker@wirelessinnovation.org
- ETSI External Relations - partnerships@etsi.org

For the technical activities in the context of the present MoU, including observership, the following contact points are defined:

- Mr. Lee Pucker - WinnForum Chief Executive Officer - lee.pucker@wirelessinnovation.org
- Ms. Laure Pourcin - TC RRS Technical Officer - ETSI - laure.pourcin@etsi.org









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Final Audit Report

2021-12-10

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