

Third Generation Partnership Project Agreement for 3GPP2

Officially recognized Standardization Organizations have agreed to work collaboratively for the production of Third Generation Mobile System specifications. The means for this collaborative activity has been provided in the form of a Partnership Project. The Partners in the Partnership Project are signatories to this Third Generation Partnership Project Agreement, hereinafter referred to as the Agreement.

CONSIDERING THAT:

The Partners have agreed to co-operate in the production of globally applicable Technical Specifications and Technical Reports for a 3rd Generation Mobile System based on the evolved ANSI-41 core networks and the radio access technologies to be transposed by the relevant standardization bodies (Organizational Partners) into appropriate deliverables (e.g., standards).

- 3GPP2 is established for the preparation, approval, and maintenance of the above mentioned Technical Specifications and Technical Reports.
- 3GPP2 is not to be construed as a legal entity.

FURTHER CONSIDERING THAT:

The 3GPP2 partnership is characterized by the following attributes:

- uses minimum production time for Technical Specifications and Technical Reports from conception to approval;
- uses fast, electronic based approval processes;
- makes maximum use of modern (electronic) working methods; and
- ensures that decision making takes place at the lowest appropriate levels.

THE PARTNERS THEREFORE AGREE TO THE FOLLOWING:

1 DEFINITIONS

1.1 3GPP2

The acronym "3GPP2" shall mean the Third Generation Partnership Project 2. The Steering Committee may propose an alternate name after the Steering Committee meets and discusses the issue.

1.2 Organizational Partner

An Organizational Partner is any open Standardization Organization, irrespective of geographical location, which has:

- a national, regional or other officially recognized status and the capability and authority to define, publish and set standards within the 3GPP2 scope, in that nation or region;
- committed itself to all or part of the 3GPP2 scope; and
- signed this Agreement.

1.3 Market Representation Partner

A Market Representation Partner is any organization, irrespective of geographical location, which:

- has the ability to offer advice to 3GPP2 and to bring into 3GPP2 a consensus view of market requirements (e.g., services, features and functionality) falling within the 3GPP2 scope;
- does not have the capability and authority to define, publish or set standards within the 3GPP2 scope, nationally or regionally;
- has committed itself to all or part of the 3GPP2 scope; and
- has signed this Agreement.

Organizations may apply to become Market Representation Partners by writing to any of the existing Organizational Partners.

1.4 Partners

The term "Partners" shall be used in this Agreement to describe Organizational Partners and Market Representation Partners when referred to collectively.

2 GENERAL

2.1 Purpose of 3GPP2

The purpose of 3GPP2 is to prepare, approve and maintain globally applicable Technical Specifications and Technical Reports for a 3rd Generation Mobile System based on the evolved ANSI-41 core networks, and the radio access technologies supported by the Partners (*i.e.*, cdma2000, 3GPP) to be transposed by the Organizational Partners into appropriate deliverables (*e.g.*, standards).

2.2 Structure of 3GPP2

3GPP2 shall consist of:

- A Steering Committee (SC) and
- Technical Specification Groups (TSGs).

The Technical Specification Groups may establish Working Groups if required.

The Organizational Partners of 3GPP2 shall hold periodic meetings, either face-to-face or electronically, as required, to accomplish their tasks under this Agreement.

2.3 Scope and objectives of 3GPP2

3GPP2 shall prepare, approve and maintain the necessary set of Technical Specifications and Technical Reports for a 3rd Generation Mobile System including:

- cdma2000
- A 3G Core Network evolved from ANSI-41 (Third Generation network capabilities that include mobility management and global roaming.)
- Interface of 3GPP radio access technology to 3G Core Network evolved from ANSI-41
- Wireless Packet Data Networking

- A-Interface System
- Service and System aspects

The Technical Specifications and Technical Reports will be developed in view of global roaming and circulation of terminals.

The set of global Technical Specifications and Technical Reports for a 3G Core Network evolved from ANSI-41 and for ANSI-41 Core Networks should be common to the largest extent possible.

The results of the 3GPP2 work shall form the basis of member contributions to the ITU in accordance with existing procedures.

3GPP2 shall take account of emerging ITU recommendations on interworking between IMT-2000 family members.

In the framework of agreed relationships, the 3GPP2 Technical Specifications and Technical Reports will form the basis of standards, or parts of standards, of the Organizational Partners, adopted in accordance with the Organizational Partner's procedures.

2.4 Additional documentation applicable to 3GPP2

The following additional documentation form part of 3GPP2:

- the Third Generation Partnership Project Description for 3GPP2; and
- the Third Generation Partnership Project Working Procedures for 3GPP2.

3 ORGANIZATIONAL PARTNERS

3.1 Undertakings of Organizational Partners.

The Organizational Partners shall undertake to:

- encourage their members to contribute to the common set of Technical Specifications and Technical Reports and to avoid duplication of work;
- convert / transpose / adopt all relevant Technical Specifications and Technical Reports resulting from 3GPP2 into their own relevant deliverables through their normal processes;
- identify as early as possible, any national / regional regulatory requirements that may lead to options within the Technical Specifications and Technical Reports;
- make their Intellectual Property Rights (IPR) Policy available for consideration by the other Organizational Partners;
- encourage that their IPR Policies are respected by their members (*i.e.*, encourage their members to declare at the earliest opportunity any Intellectual Property Rights which they may have and believe to be essential, or potentially essential, to any ongoing work within 3GPP2);
- encourage their respective members to declare their willingness to grant licences on fair, reasonable terms and conditions on a non discriminatory basis, and consistent with their IPR Policy; and
- contribute to the resources necessary for the operation of 3GPP2.

3.2 Rights of the Organizational Partners

3.2.1 Participation in the 3GPP2 work

Organizational Partners have the right to participate in the work of the Steering Committee.

Organizational Partners have the right to participate in the work of the Technical Specification Groups.

Members of Organizational Partners (Individual Members) have the right to participate in the work of the Technical Specification Groups and the Steering Committee. They shall act in their own right and shall carry the full responsibility for their contributions.

3.2.2 Joint Copyright

The Organizational Partners shall jointly own copyright on the Technical Specifications and Technical Reports approved by 3GPP2. For candidate Organizational Partners, their copyright on work already ongoing or completed within 3GPP2 shall be decided by the Organizational Partners on a case-by-case basis.

4 MARKET REPRESENTATION PARTNERS

4.1 Undertakings of the Market Representation Partners

The Market Representation Partners shall undertake to:

- commit themselves to the promotion of 3GPP2;
- encourage their members to contribute to the common objectives of the 3GPP2 and to avoid duplication of work;
- offer advice to 3GPP2 and to bring into 3GPP2 a consensus view of market requirements (e.g., services, features and functionality) falling within the 3GPP2 scope; and
- define the 3GPP2 system and service scenarios;

4.2 Rights of the Market Representation Partners

4.2.1 Participation in the 3GPP2 work

Market Representation Partners have the right to participate in the work of the Steering Committee.

Market Representation Partners have the right to participate in the work of the Technical Specification Groups.

5 MODIFICATIONS

The present Agreement may only be modified by agreement amongst the signatories. The signatories shall be given at least 30 days written notice of the proposed modifications. Any assignment of rights (e.g., participation, copyright ownership) under this Agreement shall be considered as a modification to this Agreement.

6 TERMINATION

If a Partner desires to withdraw from 3GPP2 it shall give 6 months written notice.

7 DURATION

This Agreement shall remain valid until the Organizational Partners decide otherwise.

8 DISSOLUTION

In the event of a voluntary dissolution of 3GPP2, the Organizational Partners shall determine the terms of dissolution by consensus. All issues shall be documented and distributed at least 30 days in advance of the agreement.

9 DISPUTE SETTLEMENT

In the event of a dispute arising between Partners, related to this Partnership Project, the Partners concerned shall use all means at their disposal to endeavour to resolve the dispute by internal arbitration and conciliation.

10 ADDITIONAL PARTNERSHIPS

Partnership in 3GPP2, as defined in the definition section and in clauses 3 and 4 of the present Agreement, is open to organizations irrespective of their geographical location.

Any additional Partnership in 3GPP2 shall be accepted, on a consensus basis, by the existing Organizational Partners.

The consensus decision from the Organizational Partners with the Name, Title, Organization, Address, Signature of the new Partner and the Date of signature shall be annexed to this Agreement.

Annexes shall be considered as an integral part of this Agreement.

11 PARTICIPATION IN OTHER STANDARDIZATION ACTIVITIES

Signatories to this Agreement shall not be excluded from participation in other partnership projects or other standardization activities.

This Agreement is entered into by and between the following Organizational Partners:

<p style="text-align: center;">ARIB</p> <p>Mr Hiroshi Furukawa Senior Managing Director ARIB Association of Radio Industries and Businesses Nittochi Building 14F, 1-4-1 Kasumigaseki Chiyoda-ku, Tokyo 100-0013 JAPAN</p> <p>Original signed by Hiroshi Furukawa</p> <p>Date 27 January 1999</p>	<p style="text-align: center;">TIA</p> <p>Mr Dan Bart Vice President. Standards and Technology Telecommunications Industry Association Suite 300 2500 Wilson Blvd. Arlington, VA 22201 USA</p> <p>Original signed by Dan Bart</p> <p>Date 27 January 1999</p>
<p style="text-align: center;">TTC</p> <p>Mr Nobuhiro Horisaki Executive Managing Director TTC Telecommunication Technology Committee 1-2-11, Hamamatsu-cho, Minato-ku, Tokyo, 105-0013 JAPAN</p> <p>Original signed by Nobuhiro Horisaki</p> <p>Date 27 January 1999</p>	<p style="text-align: center;">TTA</p> <p>Mr Myung-Gook Jang Managing Director of TTA as authorized by Mr.Dong-Sun Lee, Secretary General, TTA Telecommunications Technology Association 13th Floor Sejongro Daewoo Building 167 Naesoo-dong chongro Seoul KOREA</p> <p>Original signed by Myung-Gook Jang</p> <p>Date 27 January 1999</p>

Executed in 4 originals

This Agreement executed on 27 January 1999 is amended by the addition of the following Organizational Partner:

<p>Ms Shumin Cao Chairperson of China Wireless Telecommunication Standard Group (CWTS) Research Institute of Telecommunication Transmission, MII No. 11 Yue Tan Nan Jie Beijing, 100-045 CHINA</p> <p>Signature</p> <p>Date 25 May 1999</p>	
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Executed in 5 originals

This Agreement executed on 27 January 1999 and amended 25 May 25 1999 is further amended to add the following Market Representation Partner:

<p style="text-align: center;">CDG</p> <p>Mr Sam Samra Senior Director, Technical Programs CDMA Development Group 575 Anton Blvd, Suite 560 Costa Mesa, CA 92626 USA</p> <p>Signature</p> <p>Date 27 January 2000</p>	
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Executed in 6 originals

This Agreement executed on 27 January 1999, amended 25 May 1999 and 27 January 2000, is further amended to add the following Market Representation Partner:

<p style="text-align: center;">MWIF</p> <p>Ms Michelle Olesiejuk Executive Director MWIF Mobile Wireless Internet Forum 39355 California Street, Suite 305 Fremont, CA 94541 USA</p> <p>Signature</p> <p>Date 24 July 2000</p>	
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Executed in 7 originals

This Agreement, executed on 27 January 1999, amended 25 May 1999, 27 January 2000, and 24 July 2000, is further amended to add the following Market Representation Partner:

<p style="text-align: center;">WMF</p> <p>Mr. Jeremy Wyant For: Wireless Multimedia Forum 15575 Los Gatos Blvd, Suite C Los Gatos, California 95032 USA</p> <p>Signature</p> <p>Date 20 April 2001</p>	
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Executed in 8 originals

This Agreement, executed on 27 January 1999, amended 25 May 1999, 27 January 2000, 24 July 2000 and April 20 2001, is further amended to add the following Market Representation Partner:

<p style="text-align: center;">IPv6 Forum</p> <p>Mr. Latif Ladid For: IPv6 Forum c/o: 31 Domaine de Brameschhof L-8290 KEHLEN LUXEMBOURG</p> <p>Signature</p> <p>Date</p>	
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Executed in 9 originals