

## Memorandum of Understanding IEEE-SA P1900.5 and Wireless Innovation Forum

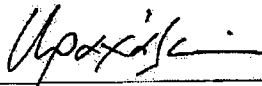

This Memorandum of Understanding, hereinafter referred to as the "MOU", is entered into between **The Institute of Electrical and Electronics Engineers, Inc.**, (hereinafter, the "IEEE"), through its operating unit the IEEE Standard Association ((hereinafter, the "IEEE-SA") having its principal place of business at 3 Park Avenue, 17th Floor, New York, New York 10016-5997, and **The Wireless Innovation Forum** (hereinafter, **WinnF**) having its principal place of business located at 12100 Sunset Hills Rd, Suite 130, Reston, VA 20190.

- A. The parties agree that formal collaboration between IEEE-SA and WinnF on the topic of policy language for cognitive radio is mutually beneficial. Accordingly, IEEE-SA and WinnF believe that, when mutually agreed, conducting joint activities in the following areas is of mutual benefit:
- 1) IEEE-SA P1900.5 Working Group (hereafter referred to as "P1900.5") members shall be invited to make input contributions to the WinnF for consideration of adoption in documents produced by WinnF;
  - 2) Wireless Innovation Forum (hereafter referred to as "WinnF") members shall be invited to make input contributions to P1900.5 for consideration of adoption in documents produced by the IEEE-SA;
  - 3) P1900.5 and WinnF may exchange requests for technical contribution comments and other information in areas of mutual interest to P1900.5 and WinnF;
  - 4) P1900.5 and WinnF may conduct joint workshops, if deemed necessary, to facilitate the respective work programs of both groups;
  - 5) P1900.5 and WinnF may conduct joint working meetings, as appropriate;
  - 6) P1900.5 and WinnF may exchange their roadmaps and respective plans for the dissemination and standardization activities in areas of mutual interest;
  - 7) P1900.5 and WinnF may jointly conduct surveys among interested parties in the field of languages related to reconfigurability, software defined radio, cognitive radio and cognitive networks;
  - 8) Where appropriate, P1900.5 and WinnF will jointly disseminate information in areas of mutual interest related to these activities including press releases, subject to all necessary approvals by both parties.
- B. P1900.5 and WinnF agree that documents and information exchanged as a result of any of the activities envisaged by this memorandum shall be treated as follows:
- 1) Information provided by P1900.5 to Winn Forum shall be stored on the WinnF password protected Group Portal (<http://groups.winnforum.org>), and shall only be for the use of members of Winn Forum. WinnF shall not make the information provided by P1900.5 publically available without the prior written consent of IEEE-SA. WinnF shall only use the information provided by P1900.5 for standard development

purposes. Copying, cutting and pasting, and/or redistributing electronically or otherwise any information, including technical contributions, from P1900.5 for other purposes is strictly prohibited.

- 2) Information provided by WinnF members to P1900.5 shall be stored on the passworded protected document server of P1900.5 (<https://mentor.ieee.org/dyspan-sc/documents>) and shall be for the use of P1900.5. P1900.5 shall not make information provided by WinnF publically available without prior written consent from WinnF. P1900.5 agrees to use such information for standards development purposes only. Copying, cutting and pasting, and/or redistributing electronically or otherwise any information, including technical contributions, from WinnF members for other purposes is strictly prohibited.
- C. Unless previously approved by the contributing party, contributions made by one party to the other shall not be considered as representing an official position of the contributing party.
- D. Contributions made under this MOU are made subject to the respective copyright policies of the IEEE-SA and WinnF. The IEEE-SA's copyright policy is set forth in Section 7 of the IEEE-SA Standards Board Bylaws and Section 6 of the IEEE-SA Standards Board Operations Manual, each as may be amended from time to time. The WinnF's copyright policy is set forth in [http://www.wirelessinnovation.org/assets/documents/policy\\_on\\_intellectual\\_property\\_rights.pdf](http://www.wirelessinnovation.org/assets/documents/policy_on_intellectual_property_rights.pdf), as may be amended from time to time.
- E. Except as provided in this MOU, contributions made by either party shall not transfer any intellectual property rights or interests to the receiving party.
- F. With respect to the contributions made by P1900.5 and WinnF, each party grants the receiving party a non-exclusive, irrevocable, royalty-free, worldwide rights license to use the contribution in connection with the project for which the contribution was made.
- G. Copyright in any document developed by a party to this MOU as a result of any of the activities envisaged by this MOU containing copyright materials from both parties shall belong to the developing party. The developing party shall grant a royalty free, worldwide, irrevocable license to the non-developing party to use, reproduce, and distribute such documents.
- H. Details as to specific events and activities in furtherance of this MOU shall be mutually agreed to by the parties.
- I. The parties shall designate a liaison to both P1900.5 and WinnF.
- J. This MOU shall have a term of two (2) years. Upon completion of this term the MOU shall automatically renew for a further two (2) year period unless either party provides thirty (30) days written notice to the other party.
- K. This MOU shall immediately terminate upon written notification by one party to the other of a material breach which remains uncured for a period of thirty (30) days.
- L. Notwithstanding the foregoing, either party may terminate this MOU without cause upon ninety (90) days prior written notice or by mutual written consent of the parties.

- M. If P1900.5 completes its approved PAR project(s) or is terminated by IEEE-SA, or if WinnF completes its work, this MOU shall automatically terminate.
- N. In the event of any termination, to the best of their abilities, the parties will honor commitments agreed to by both parties prior to termination.
- O. Both parties agree that each party is an independent contractor and this MOU shall not constitute or be considered to create a partnership, joint venture, agency, or employee/employer relationship between the parties, and neither of the parties nor any of their employees, members or agents shall have the power or authority to bind or obligate the other party.
- P. The rights and obligations under this Agreement may not be assigned in whole or in part by either party without the prior written consent of the other party.

Dated: <i>March 31, 2015</i>	Dated: <i>April 5, 2015</i>
Signature 	Signature 
<b>Konstantinos Karachalios</b> Managing Director	<b>Lee Pucher</b> Chief Executive Officer
<b>The Institute of Electrical and Electronics Engineers, doing business as the IEEE Standards Association</b>	<b>The Wireless Innovation Forum</b>
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