



CBRS Release 2 Self-Testing Policy

Document WINNF-TS-4005

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CBRS Release 2 Self Testing Policy

1 Introduction

FCC has agreed to allow the use of the WINNF-TS-0061 and WINNF-TS-0122 “Test Specifications”, along with their associated “Test Harnesses”, for certifying CBSDs and SASs to operate in CBRS band.

Currently, WinnForum Release 1 Test Specifications are used for FCC certification purposes.

WinnForum Release 2 Test Specifications contain a set of test cases to attest to conformance to mandatory and optional Release 2 features, many of which do not impact incumbent protection or other Part 96 rules in the CBRS band. Hence, it is desirable not to include testing of these “industry only” Release 2 features as part of FCC certification process. Instead, the companies providing SAS and CBSD/DP products should test their products using the Release 2 WinnForum Test Specifications and report the test results to WinnForum. This document defines the Policy for testing of these “industry only” features.

2 References

[1] WINNF-TS-4004, “Test and Certification for Citizens Broadband Radio Service (CBRS); Conformance and Performance Test Technical Specification; CBSD/DP as Unit Under Test (UUT)”, Wireless Innovation Forum (To Be Published);

[2] WINNF-TS-4003, “Test and Certification for Citizens Broadband Radio Service (CBRS); Conformance and Performance Test Technical Specification; SAS as Unit Under Test (UUT)”, Wireless Innovation Forum (to be published);

3 Policy Items

3.1 Self-Testing Agreement

Companies wishing to self-test a SAS or CBSD/DP product for CBRS Release 2 features shall:

- (i) sign an agreement (as found in Appendix 1);
- (ii) successfully test appropriate Licensee products in conformance with this Policy demonstrating compliance of such products with the Specification as defined by the WinnForum CBRS Test and Certification work group for the mandatory Release 2 procedures and for supported Release 2 optional features [1][2];
- (iii) if applicable, use of the WinnForum test harness developed by the WinnForum SSC WG4 (CBRS Test and Certification) for supported Release 2 features;

(iv) include a declaration on the packaging and in any materials relating to any self-tested product of the optional Release 2 features supported by the product as to which compliance is asserted;

(v) submit a statement to WinnForum on company letter head signed by an authorized representative of Licensee summarizing the testing for each feature and attesting to the passage by such products with all required tests in compliance with the Policy accompanied by the test report produced in the conduct of such testing demonstrating compliance.

Upon receipt by WinnForum of a statement from Licensee under Section 3.1(v) above, WinnForum shall acknowledge receipt and post on a public website each product listed in such statement by FCC-ID with its supported Release 2 features. The website shall indicate that conformance with CBRS Release 2 specifications is claimed through self-testing and that the WinnForum accepts no responsibility for verifying the validity of such claim.

3.2 Trademark

Companies wishing to mark their SAS or CBSD with the “WinnForum CBRS Standards” Release 2 Logo may do so upon signing successful completion of self-testing (as per Section 3.1) and signing of the WinnForum Trademark Agreement.

3.3 Interoperability Testing

A SAS or CBSD/DP may require interoperability testing before entering into a business agreement with another SAS or CBSD/DP to verify the implementation of Release 2 features. Such interoperability testing is done between individual companies without support or involvement from WinnForum. If all involved parties in an interoperability test agree to co-sign a letter declaring the result of the interoperability test, the WinnForum will post the result on a public website.

Appendix 1: Self-Testing License Agreement

This agreement ("Agreement") is entered into as of _____, 202_ (the "Effective Date") between Wireless Innovation Forum, Inc., with a principal office located at 11130 Sunrise Valley Drive, Suite 350, Reston VA 20191 ("WinnForum") and _____, with a principal office located at _____ ("Licensee").

Background: WinnForum is a membership-based standards development organization and Licensee is a member in good standing of WinnForum. WinnForum has adopted a CBRS Release 2 Self Testing Policy (as from time to time amended, the "Policy") under which members may self-certify to the specification or specifications from time to time referred to in such Policy (individually and collectively, the "Specification") subject to the terms and conditions found in this Agreement.

In consideration of the mutual benefits that WinnForum and Licensee anticipate from entering into such an arrangement, they hereby agree as follows:

1. Licenses and Obligations.

(a) WinnForum hereby grants to Licensee, without charge, on a non-exclusive and worldwide basis, the right to utilize the Specification and the other applicable materials referenced in the Policy (together with any other related materials that WinnForum may provide to Licensee, the "Test Materials"), for the purpose of conducting compliance testing under the Policy, in all cases subject to the conditions set forth in this Agreement and any relevant patent and other intellectual property rights of third parties (which may include members of WinnForum). This license grant does not include the right to sublicense, modify or create derivative works based upon any of the Test Materials except as specifically set forth in this Agreement. For the avoidance of doubt, all participants in the Policy testing products for compliance to the Specification must obtain copies of the Specification from WinnForum or its licensed representatives, if any.

(b) Licensees use of the Test Materials and eligibility to enter into a WinnForum Trademark Agreement in relation to self-tested Licensee products is limited to and conditional upon performance of, and compliance with all of the terms of Section 3.1 of the Policy. Upon compliance in full with Section 3.1, Licensee shall be entitled to have its product(s) listed on a public website as described in such Section.

2. No Warranties. THE SPECIFICATION AND THE TEST MATERIALS (EACH, A "DELIVERABLE") ARE EACH PROVIDED "AS IS", WITHOUT WARRANTY OF ANY KIND, EXPRESS OR IMPLIED, INCLUDING BUT NOT LIMITED TO WARRANTIES OF MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE, ACCURACY, COMPLETENESS AND NONINFRINGEMENT OF THIRD PARTY RIGHTS. IN NO EVENT SHALL THE PARTY PROVIDING A DELIVERABLE, ITS MEMBERS OR ITS CONTRIBUTORS, BE LIABLE FOR ANY CLAIM, OR ANY DIRECT, SPECIAL, INDIRECT OR CONSEQUENTIAL DAMAGES, OR ANY DAMAGES WHATSOEVER RESULTING FROM LOSS OF USE, DATA OR PROFITS, WHETHER IN AN ACTION OF CONTRACT, NEGLIGENCE OR OTHER TORTIOUS ACTION, ARISING OUT OF OR IN CONNECTION WITH THE USE OR PERFORMANCE OF SUCH DELIVERABLE.

3. Third Party Rights. Without limiting the generality of Section 2 above, NEITHER PARTY ASSUMES RESPONSIBILITY TO COMPILE, CONFIRM, UPDATE OR MAKE PUBLIC ANY THIRD

PARTY ASSERTIONS OF PATENT OR OTHER INTELLECTUAL PROPERTY RIGHTS THAT MIGHT NOW OR IN THE FUTURE BE INFRINGED BY AN IMPLEMENTATION OR USE OF A DELIVERABLE IN ITS CURRENT, OR IN ANY FUTURE FORM. IF ANY SUCH RIGHTS ARE ASSERTED AGAINST A DELIVERABLE, THE PARTY PROVIDING THE SAME TAKES NO POSITION AS TO THE VALIDITY OR INVALIDITY OF SUCH ASSERTIONS, OR THAT ALL SUCH ASSERTIONS THAT HAVE OR MAY BE MADE ARE SO LISTED.

4. No Rights in Marks. This Agreement does not grant to Licensee any right to use any registered or unregistered trademark, service mark, or certification mark of WINnForum except, upon successful completion of self-certification in compliance with this Agreement, in connection with the product so tested, and in accordance with the terms of a WINnForum Trademark Agreement entered into between WINnForum and Licensee. Licensee may only certify compliance to the Test Materials using the following statement, or another statement approved in writing in advance by WINnForum:

"[Licensee name] has, through self-testing, confirmed compliance of the tested product with the WINnForum Test and Certification for Citizens Broadband Radio Service (CBRS); Conformance and Performance Test Technical Specification; CBSD/DP as Unit Under Test (UUT); Working Document WINNF-TS-4004"

Or

"[Licensee name] has, through self-testing, confirmed compliance of the tested product with the WINnForum Test and Certification for Citizens Broadband Radio Service (CBRS); Conformance and Performance Test Technical Specification; SAS as Unit Under Test (UUT); Working Document WINNF-TS-4003"

5. Indemnification. Subject to the exceptions expressed in Sections 2 and 3 above, Licensee shall defend, indemnify, and hold harmless WINnForum and its officers, directors, employees and individual contractors, and any of their successors or assigns, from and against any and all claims, liabilities, damages, costs, or expenses, including reasonable attorney's fees, (each, a "Claim") which are related to or caused by, or are alleged to be related to or caused by: Licensee's conduct under or in relation to this Agreement, including without limitation as a result of any Licensee product that fails to be compliant with the Specification. WINnForum shall only be entitled to such relief if it gives prompt notice of a Claim to Licensee. Licensee shall defend such Claim at its own expense using legal counsel reasonably acceptable to WINnForum, provided that Licensee shall not consent to any settlement or other disposition unless the same has been consented to by WINnForum.

6. Term. The initial term of this Agreement shall be for one year. Unless either party provides notice of non-renewal at least thirty days prior to the initial, or any subsequent, term of this Agreement, this Agreement and the Licenses granted hereunder shall renew for successive one year periods.

7. Termination. (a) In the event of a breach of this Agreement by either party or any of its employees or contractors, the other party may give the breaching party written notice of such breach and an opportunity to cure. If the breach is not cured within thirty (30) days after written notice, or if the breach is of a nature that cannot be cured, then the non-breaching party may immediately or thereafter terminate this Agreement.

(b) If WinForum at any time reasonably believes that Licensee has certified compliance by a product to the Specification where such product was not in fact compliant, or is selling products that are no longer compliant, it may give Licensee written notice of such belief, and Licensee shall have thirty days to demonstrate, to WinForum's reasonable satisfaction, that (i) such product was not wrongly certified and/or that the products it is now selling are in fact compliant, or (ii) that Licensee has ceased making any assertion to third parties that the product complies with the Specification and has discontinued any use of any WinForum trademark in connection with such product. In the event that WinForum reasonably believes after twice giving notice as above, and considering the responses of Licensee, that products were incorrectly granted certification, WinForum shall have the right to immediately terminate this Agreement and remove such product from the public website listing of compliant products.

(c) WinForum may terminate this Agreement at any time without cause upon sixty days prior written notice in the event that it wishes to discontinue the Program.

8. Notices. All notices and other communications shall be sent by registered or overnight delivery service to the other party at its address as it appears above, to the attention of an appropriate representative of such party, or to such successor address as a party may have provided notice of in the manner described in this Section. A notice shall be deemed effective five days from deposit in the mails, or one day from acceptance by an overnight delivery service.

9. General Provisions

9.1 Governing Law. This Agreement will be governed and construed in accordance with the laws of the Commonwealth of Virginia. All remedies of the parties hereunder are non-exclusive and are in addition to all other available legal and equitable remedies.

9.2 Scope of Relationship. No agency, partnership, joint venture or employment is created between the parties as a result of this Agreement. Neither party is authorized to create any obligation, express or implied on behalf of the other party, nor to exercise any control over the other party's methods of operation.

9.3 Severability; Waiver. Any party to this Agreement may specifically waive any of the provisions hereof or any default or remedy hereunder, but no such waiver shall constitute a future waiver of any such provision, default, or remedy, or a waiver of any other provision, default, or remedy. No delay or omission in the exercise or enforcement of any right or remedy provided hereunder or by law by either party shall be construed as a waiver of such right or remedy. In the event that one or more of the provisions of this Agreement is determined to be invalid, unenforceable, or illegal, such invalidity, illegality, or unenforceability shall not affect the remaining provisions of this Agreement.

9.4 Headings. Headings used in this Agreement are for reference purposes only and in no way define, limit, construe or describe the scope or extent of such section or in any way affect this Agreement.

9.5 Assignment. Neither party may assign this Agreement or the rights and duties hereunder without the other's prior written consent, which it may grant or withhold at its sole discretion, except that no consent shall be required in the event of a transfer of all or substantially of the party's business or assets.

9.6 Counterparts. To facilitate execution, this Agreement may be executed in counterparts, and it shall not be necessary that the signatures of all parties appear on each counterpart. A facsimile, photocopy or PDF Format file copy of a counterpart shall be considered the same as an original. This Agreement may be delivered by facsimile transmission or transmission of a PDF Format file of this Agreement.

9.7 Successors and Assigns. This Agreement shall be binding on and inure to the benefit of the parties and their respective heirs, beneficiaries, executors, legal representatives, successors, and assigns.

9.8 Entire Agreement. This Agreement sets forth the entire understanding and agreement of the parties and supersedes any and all oral or written agreements or understandings between the parties as to the subject matter of this Agreement. This Agreement may be amended only by a writing signed by both parties.

[Remainder of page intentionally left blank]



SSC WG4 (CBRS Test and Certification)
CBRS Release 2 Self Testing Policy
WINNF-TS-4005-V1.0.0



IN WITNESS WHEREOF, the parties hereto have executed this Agreement as of the Effective Date.

WIRELESS INNOVATION FORUM, INC.

[LICENSEE NAME]

By: _____

By: _____

Name: _____

Name: _____

Title: _____

Title: _____

Date: _____

Date: _____

Appendix 2: Example of Self-Testing Signed Letter

CBSD Declaration of Compliance to WinnForum Release 2

Company _____ hereby declares that the CBSD named _____ with
FCC-ID _____ has passed the WinnForum Release 2 test cases, for the
following release 2 features:

Signature _____
Name _____
Position _____
Address _____

SAS Declaration of Compliance to WinnForum Release 2

Company _____ hereby declares that the SAS named _____ with
FRN _____ has passed the WinnForum Release 2 test cases for the
following release 2 features:

Signature _____
Name _____
Position _____
Address _____

