

# Instructions for filling and signing a PARTICIPANT AGREEMENT



**A PARTICIPANT AGREEMENT shall be filled and signed by ETSI Observers and non-ETSI members.**

*ETSI Full or Associate members, or Applicants to Full or Associate membership shall sign a MEMBER AGREEMENT.*

## Filling and signing Page 7

Fill in the fields marked with  and sign 

<b>Organization name</b>	trade name of the company/organization being Participant of the OSG
<b>Signatory's name</b>	first name, last name of the official duly authorized to sign the Agreement
<b>Signatory's title</b>	title of the official duly authorized to sign the Agreement
<b>Signature's date</b>	date of signature of the Agreement by the signatory
<b>Signature</b>	<i>manual or electronic signature of the official duly authorized to sign</i>

## Filling Page 8

Fill in the fields marked with 

<b>Full name of the organization</b>	registered name of the company/organization being Participant of the OSG
<b>Country</b>	country where the company/organization is registered
<b>Legal form</b>	legal form of the company/organization
<b>Identification n° or VAT n°</b>	identification n° or VAT n° of the company/organization
<b>Attention</b>	first name, last name of the official contact of the company/organization
<b>Address</b>	address of the official contact of the company/organization
<b>Facsimile</b>	fax number of the official contact of the company/organization
<b>Telephone</b>	telephone number of the official contact of the company/organization
<b>Email address</b>	email address of the official contact of the company/organization
<b>Web site address</b>	URL of the web site of the company/organization

## Filling and signing Page 15

Fill in the fields marked with  and sign  :

<b>Corporation name</b>	trade name of the company/organization being Participant of the OSG
<b>Signature's date</b>	date of signature by the official duly authorized to sign the CCLA
<b>Signatory's name</b>	first name, last name of the official duly authorized to sign the CCLA
<b>Signatory's title</b>	title of the official duly authorized to sign the CCLA
<b>Signature</b>	<i>manual or electronic signature of the official duly authorized to sign</i>

## Sending the signed document back to ETSI

<b>ELECTRONIC version</b>	<b>or</b>	<b>PAPER version</b>
Email 1 filled/signed electronic copy to: <a href="mailto:osg_agreements@etsi.org">osg_agreements@etsi.org</a>		Post 2 filled/signed paper copies to: <b>ETSI</b> <b>OSG Agreements / MPC</b> <b>650 Route des Lucioles</b> <b>06921 Sophia-Antipolis Cedex</b> <b>FRANCE</b>
One copy, countersigned by Luis-Jorge ROMERO-SARO, Director-General of ETSI, will be returned to you.		



# ETSI

## Open Source Group PARTICIPANT AGREEMENT relating to Open Source Mano

**between**

The European Telecommunications Standards Institute (hereinafter referred to as “ETSI”), a French non-profit making *association* organized under the law of July 1, 1901, located at 650 route des Lucioles, 06921 Sophia Antipolis Cedex, France, represented by its Director-General, (hereinafter referred to as the “Director-General”)

**and**

The participant specifically identified in Annex 1 hereof (hereinafter referred to as the “Participant”).

**Whereas:**

- A. ETSI is a standard-setting organization in the field of telecommunications, officially recognized by the European Union as a European Standards Organisation;
- B. The Participant is, as specified in Annex 1 hereof, either a Counsellor, an Observer, or a person or legal entity which, even though it is not a full or associate member of ETSI or an applicant to full or associate ETSI membership, wishes to participate in the work of the Open Source Group identified in Annex 2 hereof (hereinafter, the “OSG” or “OSG OSM”);
- C. The Director-General has approved the creation of the OSG and its Terms of Reference;
- D. The Participant has applied to attend meetings of the OSG and has been invited or authorized by the Chairman of the OSG to attend such meetings on the condition that the Participant enter into this OSG Participant Agreement, which terms and conditions have been agreed to by the Participant.

**It is agreed as follows:**

**1. Incorporation by reference and definitions**

**1.1 Incorporation by reference**

Subject to Discretionary Decisions, the decision making processes set forth in Article 5 of this OSG Participant Agreement and any authorized deviations from the ETSI Technical Working Procedures provided under Article 6 of this OSG Participant Agreement, the parties hereby agree to be bound by and comply with the terms and rules relating to the creation, organization, operation and cessation applicable to Industry Specification Groups set forth in the ETSI Directives, including the ETSI Guidelines for Antitrust Compliance, and their subsequent versions and evolutions (hereinafter, the “ETSI Directives”, available at <http://portal.etsi.org/directives/home.asp>), and the Terms of Reference, which shall be incorporated by reference and form an integral part hereof.

1.2 Definitions

In this OSG Agreement, all capitalized terms and expressions not otherwise defined herein shall have the meaning ascribed to them in the ETSI Directives and in the Terms of Reference, and, unless otherwise required by the context:

- (a) “Director-General” shall have the meaning ascribed to it in the presentation of the parties;
- (b) “Discretionary Decisions” shall have the meaning ascribed to it in Article 5.1 of this OSG Participant Agreement;
- (c) “ETSI Directives” shall have the meaning ascribed to it in Article 1.1 of this OSG Participant Agreement;
- (d) “ETSI IPR Policy” shall have the meaning ascribed to it in Article 2 of this OSG Participant Agreement;
- (e) “member” or “OSG OSM Member” shall mean, when used in relation to the OSG, any legal entity participating in the work of the OSG other than an Observer or a Counsellor and who is a full or associate member of ETSI or an applicant to full or associate ETSI membership authorized to participate in the work of the OSG by the Director-General;
- (f) “Participant” shall have the meaning ascribed to it in the presentation of the parties; and
- (g) “participant” or “OSG OSM Participant” shall mean, either a Counsellor, an Observer, or a legal entity which, even though it is not a full or associate member of ETSI or an applicant to full or associate ETSI membership, wishes to participate in the work of the OSG and has agreed to enter into an OSG Participant Agreement.
- (h) “Terms of Reference” shall mean those Terms of Reference (as such expression is defined in the ETSI Directives) approved by the Director-General on the date set forth in Annex 2 hereof as well as their subsequent versions and evolutions, setting out, *inter alia*, the purpose, scope, initial resource requirements and organization of the OSG.

**2. Intellectual property**

The Participant agrees to the terms of, and shall abide by section 9.1 of the ETSI IPR Policy set forth in Annex 6 of the ETSI Rules of Procedure of November 2015 and their subsequent versions and evolutions, adopted during the lifetime of OSG OSM, (hereinafter, the “ETSI IPR Policy”), i.e. the ownership of the copyright in any Report elaborated by OSG OSM shall vest in ETSI.

**3. Participant contribution**

The Participant shall pay to ETSI a fee to attend each meeting of the OSG as set forth in Annex 3 hereof, which may be invoiced by ETSI up to one (1) month prior to the occurrence of each plenary meeting of the OSG which the Participant is scheduled to attend, and which shall be payable within 30 days of the receipt of the invoice to the Participant.

The Participant agrees that such fee may be modified by a decision of the members of the OSG. Such decision shall be taken pursuant to the general decision making process set forth under Article 5.2 of this OSG Participant Agreement and notified by the Chairman of the OSG to ETSI and the Participant and become effective as from the date of its receipt by the Participant.

**4. Terms of attendance**

4.1 No vote

The Participant shall not be entitled to vote or participate in any decision taken by the members of the OSG. The Participant may provide observations to the members of the OSG upon request from the Chairman of the OSG.

4.2 Confidentiality

(a) The Participant undertakes that (unless the prior written consent of the members of the OSG shall first have been obtained pursuant to the general decision making process set forth under Article 5.2 of this OSG Participant Agreement) it shall, and shall procure that its officers, employees, advisers and agents shall keep confidential and not by failure to exercise due care or otherwise by any act or omission disclose to any person whatever, or use or exploit commercially for its or their own purposes, any of the confidential information disclosed to the Participant in relation to its attendance of the meetings of the OSG. For the purposes of this Article 4.2, "confidential information" shall include:

- (i) information of whatever nature concerning the business, finances, assets, liabilities, dealings, transactions, know-how, customers, suppliers, processes or affairs of the members of the OSG or ETSI;
- (ii) any information which is expressly indicated to be confidential or is imparted by one member of the OSG or ETSI in circumstances importing an obligation of confidence;
- (iii) any information which the Participant may from time to time receive or obtain (orally or in writing or in disk or electronic form) as a result of entering into, or performing its obligations pursuant to, this OSG Participant Agreement or attending the meetings of the OSG (including but not limited to any meeting documents such as proposals, drafts, reports, etc.).

(b) The consent of the members of the OSG under (a) above shall not be required for disclosure by the Participant of any confidential information:

- (i) to its officers, employees and agents, in each case, to the extent required to enable the Participant to carry out its obligations under this OSG Participant Agreement and who shall in each case be made aware by the Participant of its obligations under this OSG Participant Agreement and shall be required to observe the same restrictions on the use of the relevant information as are contained in this Article 4.2;
- (ii) to its professional advisers who are bound to such party by a duty of confidence which applies to any information disclosed;
- (iii) to the extent required by applicable law or by the regulations of an administrative or regulatory authority to which the Participant is subject or pursuant to any order of court or other competent authority or tribunal;
- (iv) to the extent that the relevant confidential information is in the public domain otherwise than by breach of this OSG Participant Agreement by the Participant;
- (v) which is disclosed to the Participant by a third party who is not in breach of any undertaking or duty as to confidentiality whether express or implied; or

- (vi) which the Participant can prove that it lawfully possessed prior to obtaining it from ETSI or a member of the OSG.
- (c) If the Participant becomes required, in circumstances contemplated by Article 4.2(b)(iii) to disclose any information, the Participant shall give to ETSI and the members of the OSG such notice as is practical in the circumstances of such disclosure and shall co-operate with ETSI and the members of the OSG and take such steps as they may reasonably require in order to enable it to mitigate the effects of, or avoid the requirements for, any such disclosure.

## **5. Decision making**

### **5.1 Discretionary Decisions**

The Participant recognizes and accepts that the OSG shall be operated pursuant to the rules set forth in the ETSI Technical Working Procedures, provided however that the OSG OSM Members may take decisions on issues concerning its organizational structure, the Terms of Reference of its Working Groups, the approval of draft OSG OSM Reports, the Participant contribution pursuant to Article 3 of this OSG Participant Agreement, and more generally, any matter which is left at their discretion under the ETSI Directives (hereinafter, the “Discretionary Decisions”).

### **5.2 General decision making process**

In accordance with clause 3.7 of the ETSI Technical Working Procedures and subject to the provisions of Article 1.1 of this OSG Participant Agreement, the Participant agrees that the Discretionary Decisions taken by the OSG OSM Members shall be binding upon the Participant when taken according to the rules laid down in clause 1.7 of the ETSI Technical Working Procedures for Technical Bodies, except for any variations provided for in Annex 4 hereof. The Participant undertakes to comply with all applicable laws and regulations, including European and national competition laws and regulations in the context of the OSG.

## **6. Authorized deviations from the ETSI Technical Working Procedures**

The Participant recognizes and accepts that the OSG shall operate pursuant to the rules set forth in the ETSI Technical Working Procedures, with the exceptions provided in Annex 5 hereof.

## **7. No assignment**

The rights and obligations of the Participant under this OSG Participant Agreement are personal to the Participant and shall not be assigned (whether absolutely or by way of security and whether in whole or in part), sub-contracted, delegated, transferred, pledged, declared in trust for a third party, or otherwise disposed of in any manner whatsoever (each of the above an "assignment") and any such purported assignment in contravention of this clause shall be ineffective.

## **8. Limitation of liability**

ETSI, its officers, employees and agents shall have no liability to the Participant in respect of any actual or expected loss of profits, loss of revenue, loss of goodwill, loss of opportunity, loss of business, or increased costs or expenses. ETSI's total liability to the Participant under any circumstance arising from or in relation to this OSG Participant Agreement shall be limited to the amounts paid by the Participant to ETSI pursuant to this OSG Participant Agreement.

## 9. Term and termination

### 9.1 Date of Termination

This OSG Participant Agreement shall enter into force as from the date of its execution by the parties and shall remain effective until the earlier of (i) the date of cessation of the OSG, (ii) the date of the Participant's resignation from the OSG, (iii) the date of the revocation of the invitation or authorization of the Chairman of the OSG pursuant to which the Participant was authorized to attend meetings of the OSG, (iv) the date of receipt of a notice of termination sent by ETSI at its discretion in the event that the Participant commits a material breach of any of its obligations under this OSG Participant Agreement (including the ETSI Directives and the Terms of Reference incorporated by reference pursuant to Article 1.1 of this OSG Participant Agreement) and fails to remedy the same within thirty (30) days after receiving notice to do so (hereinafter, the "Date of Termination"), and (v) the date of receipt by ETSI of an application sent by the Participant for full or associate membership in ETSI. For the purpose of determining the Date of Termination:

- (a) the date and conditions of cessation of the OSG shall be decided by the Director-General pursuant to Article 8.3.9 of the ETSI Rules of Procedure and clause 3.2 of the ETSI Technical Working Procedures;
- (b) the Participant may resign from the OSG at any time by sending a notice of resignation to the Chairman of the OSG and the Director-General, and the date of the Participant's resignation from the OSG shall be deemed to be the date of receipt of the notice of resignation by the Director-General;
- (c) the Chairman of the OSG may revoke at any time the invitation or authorization to attend meetings of the Participant by sending a notice of revocation to the Participant and the Director-General, and the date of the revocation shall be deemed to be the date of receipt of the notice of revocation by the Participant; and
- (d) the notice of termination sent by ETSI in the event of a material breach of its obligations by the Participant under this OSG Participant Agreement shall be sent to the Chairman of the OSG and the Participant, and the date of receipt of the notice of termination shall be deemed to be the date of its receipt by the Participant.

### 9.2 Effect of termination

Upon occurrence of the Date of Termination, this OSG Participant Agreement shall automatically terminate and the Participant shall cease to attend meetings of the OSG, and shall no longer receive any information as Participant of the OSG, it being provided however that termination of this OSG Participant Agreement for any reason:

- (a) shall be without prejudice to any rights or obligations which shall have accrued or become due prior to the Date of Termination and the Participant shall remain bound to duly perform and complete any and all obligations which shall have arisen out of or in connection with this OSG Participant Agreement prior to the Date of Termination, including any transfer or license of intellectual property rights (or undertakings to transfer or license intellectual property rights) pursuant to the ETSI IPR Policy and Article 2 of this OSG Participant Agreement;
- (b) shall not affect any right or obligation of any party under Article 4.2 of this OSG Participant Agreement, which shall survive in full force and effect for a period of five (5) years after the Date of Termination; and
- (c) shall not prejudice the rights or remedies which any party may have in respect of any breach of the terms of this OSG Participant Agreement prior to the Date of Termination.

## 10. Notice

A notice (including any approval, consent, request, or other communication) in connection with this OSG Participant Agreement must be in writing, in the English language, and left at the address of the addressee or sent by pre-paid registered delivery with return receipt requested/express mail (air mail if posted from or to a place outside France) to the address of the addressee or sent by facsimile to the facsimile number of the addressee, and marked for the attention of the person so specified, or to such other address or facsimile number, and/or marked for the attention of such other person as the relevant party may from time to time specify by notice given in accordance with this clause, and, for the avoidance of doubt, must not be sent by e-mail.

The relevant details of the Participant are set forth in Annex 1 hereof and the relevant details of ETSI are as follows:

Address: 650 route des Lucioles, 06921 Sophia Antipolis Cedex, France

Facsimile: +33 (0)4 93 65 47 16

Attention: ETSI Director General

In the absence of evidence of earlier receipt, a notice shall take effect and be deemed received:

- (a) in the case of a notice left at the address of the addressee, upon delivery at that address;
- (b) in the case of a posted letter, the seventh day after posting; and
- (c) in the case of a facsimile, on production of a transmission report from the machine from which the facsimile was sent which indicates that the facsimile was sent in its entirety to the facsimile number of the recipient.

A notice received or deemed to be received on a day which is not a Business Day or after 5 p.m. on any Business Day according to local time in the place of receipt, shall be deemed to be received on the next following Business Day. For the purposes of this clause, "Business Day" shall mean a day not being a Saturday on which trading banks are generally open for business in the place where the notice is received.

## 11. Severance/unenforceable provisions

If any provision or part of this OSG Participant Agreement is deemed void or unenforceable due to applicable law, it shall be deemed to be deleted and the remaining provisions of this OSG Participant Agreement shall continue in full force and effect.

## 12. Variation and waiver

### 12.1 Variation

Subject to the ETSI Directives and the Terms of Reference, this Agreement sets forth the entire agreement of the parties with respect to the subject matter hereof. No variation (including any supplement, deletion or replacement, however effected) of this OSG Participant Agreement shall be effective unless it is in writing (which for this purpose, does not include e-mail) signed by or on behalf of each of the parties to this OSG Participant Agreement.

### 12.2 Waiver

The rights and remedies of the parties shall not be affected by any failure to exercise or delay in exercising any right or remedy or by the giving of any indulgence by any party or by anything whatsoever except a specific waiver or release in writing and any such waiver or release shall not prejudice or affect any other rights or remedies of the parties. No single or partial exercise



of any right or remedy prevents any further or other exercise thereof or the exercise of any other right or remedy.

**13. Third party beneficiary (stipulation pour autrui)**

As a condition to the Participant’s attendance to meetings of the OSG, the Participant recognizes and accepts that all provisions of this OSG Participant Agreement concerning the members of the OSG, acting individually or collectively, are provided for their benefit, have been accepted by each such member pursuant to the terms of the OSG Agreement entered into between each member of the OSG and ETSI, and, as a result, are binding upon the Participant and may be enforced by the members of the OSG pursuant to Article 1121 of the French Civil Code.

**14. Governing law, jurisdiction and service of process**

**14.1 Governing law**

This Agreement shall be governed by and interpreted in accordance with French law.

**14.2 Jurisdiction**

Each party irrevocably agrees for the benefit of ETSI that the *Tribunal de Commerce de Grasse* shall have jurisdiction in relation to any claim, dispute or difference concerning this OSG Participant Agreement and any matter arising therefrom.

The submission to the jurisdiction of the *Tribunal de Commerce de Grasse* shall not (and shall not be construed so as to) limit the right of ETSI to bring legal proceedings in any other court of competent jurisdiction including without limitation the courts having jurisdiction by reason of the Participant’s domicile. Legal proceedings by ETSI in any one or more jurisdictions shall not preclude legal proceedings by it in any other jurisdiction, whether by way of substantive action on the merits, emergency or provisional relief, injunction, enforcement or otherwise.

**14.3 Service of process**











Each party agrees that without preventing any other mode of service, any document in an action (including, but not limited to, a claim form or any other document to be served pursuant to the provisions of the French Code of Civil Procedure) may be served on any party at its address for service of notices under this OSG Participant Agreement and each party undertakes to notify the other party in advance of any change from time to time of the details of such address in accordance with the manner prescribed for service of notices this OSG Participant Agreement.

<b>For:</b>		<b>For the OSG OSM Participant:</b>
ETSI	<b>Organization name</b>	
Luis-Jorge ROMERO-SARO	<b>Signatory’s name</b>	
Director-General	<b>Signatory’s title</b>	
	<b>Signature’s date</b>	
	<b>Signature</b>	



**Annex 1**

**Identification of the Participant**

<b>Full name of the organization</b>	<input type="text"/>	
<b>Country</b>	<input type="text"/>	
<b>Legal form</b>	<input type="text"/>	
<b>Identification number, or VAT number</b>	<input type="text"/>	
<b>Notifications details</b>		
<b>Attention</b>	<input type="text"/>	
<b>Address</b>	<input type="text"/>	
<b>Facsimile</b>	<input type="text"/>	
<b>Telephone</b>	<input type="text"/>	
<b>Email address</b>	<input type="text"/>	
<b>Web site address</b>	<input type="text"/>	

The representative of the Participant whose name and title appear on the signature pages of this OSG Agreement is duly authorized for the purposes hereof.

**Annex 2**

**Identification of the OSG**

- Name of the OSG: OSG OSM
- Names of the founding members of the OSG:
  - BT PLC
  - Intel Corporation (UK) Ltd
  - Telefonica S.A.
  - Telekom Austria AG
  - Telenor ASA
  - RIFT.io Inc
  - Canonical Group Ltd (applicant member)
  - Mirantis (applicant member)
- Date of approval of the creation of the OSG OSM and the Terms of Reference by the Director-General: 10/02/2016

**Annex 3**

**Participant Fee**

The OSG OSM Participants shall pay to ETSI a per-meeting attendance fee amounting to 100.- Euros per person per OSG plenary meeting day in 2016 and increased to 200.- Euros per person per OSG plenary meeting day from 2017 onwards.

Advance payment for a number of delegates for all meetings in a calendar year according to meeting calendar may be made.

## **Annex 4**

### **Variations in the general decision making process**

The following decision making process is applied to this OSG, instead of the process described in the ETSI Technical Working Procedures clause 1.7 and 3.7:

The terms 'OSG OSM Member(s)', 'OSG OSM Participant(s)' and 'OSG OSM member(s)' have the meaning as defined in Annex 5, clause 4.2.

#### **4.7.3 Decision making (TWP 1.7 and TWP 3.7)**

##### **4.7.3.1 Code development activity**

The initial structure of OSG OSM shall include a Leadership Group (LG), a Technical Steering Committee (TSC), and an End User Advisory Group (EUAG).

The *Leadership Group (LG)* will initially be comprised of a subset of the Founding Members of the OSG OSM. The OSM Working Procedures will address how to take on additional LG members at a later date.

Its role is to set the direction of the OSG OSM and to take administrative decisions. The chairman of the LG is also the chairman of the OSG OSM. The chairman of the LG will be appointed at the first OSG OSM plenary meeting (kick-off meeting).

A *Technical Steering Committee (TSC)* will be set up to coordinate the OSG OSM's code development activities. As is common with open source development TSC members will comprise representatives from OSG OSM member organizations who contribute most to the OSG OSM work during a given period. It is desired that the individual is a respected code contributor in the OSG OSM or a respected individual in the NFV ecosystem.

The initial members of the TSC shall be nominated by the OSG OSM Chairman on behalf of the OSG OSM LG (Leadership Group) to assist in the work of the OSG OSM, in accordance with section 3.3.3 of the ETSI Technical Working Procedures.

An *End User Advisory Group (EUAG)* shall be set up to produce end user recommendations, in the form of feature requests and use cases. It will initially be comprised of operators/service providers.

In the kick-off-meeting, the LG shall determine the code development and software release working procedures (i.e., the OSM Working Procedures) for submission and integration on the Secretariat development platform.

##### **4.7.3.2 OSG OSM Plenary meetings**

The OSG OSM plenary shall endeavour to reach Consensus on the approval of draft OSG OSM Reports. If Consensus cannot be achieved, the Chairman can decide to take a vote.

- The main principle should be the one of a simple majority on the basis of one vote per OSG OSM Member.
- OSG OSM Members are only eligible for voting (voting members), if they have been present during at least 2 out of the previous 3 meetings.
- Founding members of the OSG OSM shall be eligible to vote during and up to the end of the first 3 meetings following the creation of the OSG OSM.
- OSG OSM Participants shall not be entitled to vote.

**Annex 5**

**Authorized Deviations from the ETSI Technical Working Procedures**

**4.2 Membership in OSG OSM plenary meetings**

Membership in OSG OSM plenary meetings is restricted in accordance with Clause 3.4 of the ETSI Technical Working Procedures to ETSI Full/Associate members and applicants for Full/Associate membership [hereafter “OSG OSM Member(s)”, who have signed the OSG OSM Membership Agreement.

Observers and non-members of ETSI [hereafter “OSG OSM Participant(s)"] may participate in the OSG OSM plenary meetings according to the rules as described in the OSG OSM Participant Agreement. Participation of OSG OSM Participants is subject to signature of the OSG OSM Participant Agreement, and payment of a per-meeting participation fee as described in the OSG OSM Participant Agreement.

OSG OSM Member(s) and OSG OSM Participant(s) together will be defined as OSG OSM member(s).

**4.3 Dues**

Currently, no annual dues are anticipated for OSG OSM Members and OSG OSM Participants.

**4.4 Duties and Rights of OSG OSM members**

OSG OSM Members and OSG OSM Participants have the duty to constructively cooperate, in compliance with all applicable competition law rules, on the development of OSG OSM Reports within the scope of the OSG OSM as described in 4.1 of the Terms of Reference.

OSG OSM Members have the right to qualify for Leadership Group positions and participate in decision making according to the principles described in Annex 4, section 4.7.3.1.

OSG OSM Members may cast their vote on the approval of an OSG OSM Report when necessary.

OSG OSM Members and OSG OSM Participants have the right to appeal directly to the ETSI Board to challenge a Chairman's decision and shall inform the OSG OSM Chairman and the ETSI Director-General beforehand.

**4.5 Participant Fee**

The OSG OSM Participants shall pay to ETSI a per-meeting attendance fee amounting to 100.- Euros per person per OSG OSM plenary meeting day in 2016 and increased to 200.- Euros per person per OSG OSM plenary meeting day from 2017 onwards.

**4.6 Preparation of OSG OSM Reports**

OSG OSM Reports are prepared within the OSG OSM plenary meetings or within specific working groups.

**4.7 Rules governing the OSG OSM including deviations from the ETSI Technical Working Procedures (TWP)**

**4.7.1 Participation in the work of the OSG OSM (TWP 3.4)**

Observers or non-members of ETSI must agree to and sign the OSG OSM Participant Agreement in order to be authorized to participate in the OSG OSM plenary meetings.

All contributions to the code and downloads of the code shall be made according to the following license: Apache License, version 2.0, January 2004, available under <http://www.apache.org/licenses/LICENSE-2.0>.

#### **4.7.2 Convening an OSG OSM plenary meeting (TWP 3.5 and TWP 1.5)**

##### **4.7.2.1 Invitation to an OSG OSM plenary meeting (TWP 1.5.1)**

The invitation to an OSG OSM plenary meeting and the necessary logistical information shall be disseminated by the hosting organization at least 21 days before the meeting to all on the OSG OSM list.

The kick-off meeting of the OSG OSM plenary will be announced in a Collective Letter by the ETSI Secretariat.

##### **4.7.2.2 Agenda for an OSG OSM plenary meeting (TWP 1.5.2)**

The draft agenda shall be disseminated by the responsible Chairman to the OSG OSM mailing list (a single mailing list for all OSM Members and OSM Participants) at least 21 days before an OSG OSM plenary meeting. The draft agenda shall include details of draft OSG OSM Reports for approval and officials for appointment. Any other subject matters where voting may be required shall also be included and indicated in the draft agenda.

The draft agenda for the first OSG OSM plenary meeting will be announced in a Collective Letter by the ETSI Secretariat.

##### **4.7.2.3 Documentation for an OSG OSM plenary meeting (TWP 1.5.3)**

Documents shall be numbered as shown in the following example:

#### **ETSI/OSM(nn)x**

This numbering system has three logical elements:

- 1) **ETSI:** to indicate that it is an ETSI document;
- 2) **OSM:** the name of the Open Source Group;
- 3) **(nn):** to indicate the year, e.g. (15);
- 4) **x:** to indicate any additional information concerning the unique number of the document or its status, etc

The format for the code version/ release numbering will be decided at the kick off meeting.

##### **4.7.2.4 Registration for an OSG OSM plenary meeting (TWP 1.5.4)**

Every Attendee shall register prior to the meeting using the Meetings Application on the ETSI Portal or on arrival at the meeting. Where registration is made on arrival at the meeting each Attendee representing an OSG OSM Member or OSG OSM Participant shall declare the precise name of that OSG OSM Member or OSG OSM Participant. An Attendee may only represent one OSG OSM Member or one OSG OSM Participant.

##### **4.7.2.5 Maintaining an OSG OSM mailing list (TWP 1.5.5)**

OSG OSM shall maintain a list within an email exploder list established specifically for that purpose. Any individual may join this email exploder list if he/she is a representative of a legal entity that has signed an OSG OSM Member or Participant agreement and has an ETSI server user account, and those who join this email exploder list will be considered as being on the OSG OSM mailing list. Failure to reconfirm the intention to remain on the email exploder list at regular intervals (lists are normally reviewed every six months) will result in removal from this email exploder list and thus from the OSG OSM mailing list.

The OSG OSM mailing list shall be used for the dissemination of information within OSG OSM plenary.

*In order to clarify the intellectual property license granted with Contributions from any person or entity, the Open Source Group on Open Source MANO, OSG OSM (the "Project") must have a Contributor License Agreement ("Agreement") on file that has been signed by each Contributor, indicating agreement to the license terms below. This license is for your protection as a Contributor as well as the protection of OSG OSM as Project Manager (the "Project Manager") and the Project users; it does not change your rights to use your own Contributions for any other purpose.*

*This Agreement allows an entity (the "Corporation") to submit contributions to the Project manager, to authorize Contributions submitted by its employees to the Project Manager, and to grant copyright and patent licenses thereto.*

*You accept and agree to the following terms and conditions for Your present and future Contributions submitted to the Project Manager. In return, the Project Manager shall not use Your Contributions in a way that is contrary to the public benefit or inconsistent with its nonprofit status and bylaws in effect at the time of the Contribution. Except for the license granted herein to the Project Manager and recipients of software distributed by the Project Manager, You reserve all right, title, and interest in and to Your Contributions.*

### **1. Definitions**

"You" (or "Your") shall mean the copyright owner or legal entity authorized by the copyright owner that is making this Agreement with the Project Manager. For legal entities, the entity making a Contribution and all other entities that control, are controlled by, or are under common control with that entity are considered to be a single Contributor. For the purposes of this definition, "control" means (i) the power, direct or indirect, to cause the direction or management of such entity, whether by contract or otherwise, or (ii) ownership of fifty percent (50%) or more of the outstanding shares, or (iii) beneficial ownership of such entity. "Contribution" shall mean any original work of authorship, including any modifications or additions to an existing work, that is intentionally submitted by You to the Project Manager for inclusion in, or documentation of, any of the projects owned or managed by the Project Manager (the "Work"). For the purposes of this definition, "submitted" means any form of electronic, verbal, or written communication on electronic mailing lists, source code control systems, and issue tracking systems that are managed by, or on behalf of, the Project Manager or its representatives, for the purpose of discussing and improving the Work, but excluding communication that is conspicuously marked or otherwise designated in writing by You as "Not a Contribution."

### **2. Grant of Copyright License**

Subject to the terms and conditions of this Agreement, You hereby grant to the Project Manager and to recipients of software distributed by the Project Manager a perpetual, worldwide, non-exclusive, no-charge, royalty-free, irrevocable copyright license to reproduce, prepare derivative works of, publicly display, publicly perform, sublicense, and distribute Your Contributions and such derivative works.

### **3. Grant of Patent License**

Subject to the terms and conditions of this Agreement, and provided you don't have a conflict with previous commitment related to patent(s) contemplated by Your Contribution You hereby grant to the Project Manager and to recipients of software distributed by the Project Manager a perpetual, worldwide, non-exclusive, no-charge, royalty-free, irrevocable (except as stated in this section) patent license to make, have made, use, offer to sell, sell, import, and otherwise transfer the Work, where such license applies only to those patent claims licensable by You that are necessarily infringed by Your Contribution(s) alone or by combination of Your Contribution(s) with the Work to which



ETSI OSG OSM  
CORPORATE Contributor License Agreement (CCLA)  
page 15 of 15

such Contribution(s) was submitted. If any entity institutes patent litigation against You or any other entity (including a cross-claim or counterclaim in a lawsuit) alleging that Your Contribution, or the Work to which You have contributed, constitutes direct or contributory patent infringement, then any patent licenses granted to that entity under this Agreement for that Contribution or Work shall terminate as of the date such litigation is filed.

4. You represent that you are legally entitled to grant the above license. You represent further that each employee of the Corporation is authorized to submit Contributions on behalf of the Corporation.
5. You represent that each of Your Contributions is Your original creation (see Section 7 for submissions on behalf of others). You represent that Your Contribution submissions include complete details of any third-party license or other restriction (including, but not limited to, related patents and trademarks) of which you are personally aware and which are associated with any part of Your Contributions.
6. You are not expected to provide support for Your Contributions, except to the extent You desire to provide support. You may provide support for free, for a fee, or not at all. Unless required by applicable law or agreed to in writing, You provide Your Contributions on an "AS IS" BASIS, WITHOUT WARRANTIES OR CONDITIONS OF ANY KIND, either express or implied, including, without limitation, any warranties or conditions of TITLE, NONINFRINGEMENT, MERCHANTABILITY, or FITNESS FOR A PARTICULAR PURPOSE.
7. Should You wish to submit work that is not Your original creation, You may submit it to the Project Manager separately from any Contribution, identifying the complete details of its source and of any license or other restriction (including, but not limited to, related patents, trademarks, and license agreements) of which you are personally aware, and conspicuously marking the work as "Submitted on behalf of a third-party: [named here]".

Date:

Corporation Name:

Signatory's name:

Signatory's title:

Signature

