

Collaboration Agreement for “Title of the project“ (TC name).

BETWEEN

European Telecommunication Standards Institute is a not-for-profit association founded in accordance with the law of 1st July 1901 with more than 800 member organizations worldwide, drawn from 64 countries and five continents. Members include the world's leading companies and innovative R&D organizations. ETSI produces globally-applicable standards for Information and Communications Technologies (ICT), including fixed, mobile, radio, converged, broadcast and Internet technologies.

ETSI is registered at the sub-prefecture in Grasse under number W061004871 and whose headquarters are located at 650 route des Lucioles, 06921 Sophia-Antipolis Cedex, France, represented for the purposes of this Agreement by Mr. Luis Jorge Romero Saro, as ETSI Director-General;

Hereinafter referred to as “ETSI” or the “**Instructing Party**”

AND

[Name of the company] registered in [Country] under the commercial registration number [Commercial registration number] headquartered at [Full address] represented for the purpose of this Contract by [Name of the legal representative], as [Job title of the Legal representative];

Hereinafter referred to as “**[Name of the company]**”

Hereinafter jointly referred to as “the Parties”



On this basis, **[Name of the company]**.and ETSI (hereafter referred jointly to as the "Parties" or as a "Party") are willing to collaborate with regards to "**Title of the Project** " (TC name).

Therefore the parties hereby agree to collaborate in relation with "**Title of the Project** "

AS A CONSEQUENCE OF WHICH THE PARTIES HAVE AGREED THE FOLLOWING:

Article 1 PURPOSE

The purpose of this Collaboration Agreement (hereafter “Agreement”) is to define the terms and conditions under which **[Name of the company]** undertakes to perform and provide ETSI with the services described in the Specifications in Annex 1 and hereafter referred to as the “Services”.

Article 2 CONTRACTUAL DOCUMENTS

The entire Agreement comprises this document that includes the terms and conditions and the following annexes, classed in decreasing order of priority:

Annex 1 - Specifications
Annex 2 – Listed tasks of the Project
Annex 3 - Contact persons

This Agreement, as defined above constitutes the entire Agreement between the Parties. It cancels and replaces, if necessary, any proposal and/or previous written or verbal agreements, concerning the purpose of this Agreement.

The provisions of the Agreement may only be modified by an amendment signed by both Parties.

The possible invalidity of any one of the provisions or a part of a provision, shall not alter the validity of the other clauses.

Article 3 RESPONSABILITIES OF THE PARTIES

[Name of the company] agrees to sponsor ETSI “**Title of the Project**” activities by providing a voluntary, free of charge, contribution.

[Name of the company] agrees to provide all information and support to ETSI as further detailed in the Specifications in **Annex 1** in accordance with the provisions of this Agreement.

ETSI **Name of the Project** is responsible of “**Title of the project**”.

ETSI and **Name of the Project** are responsible for using and managing **[Name of the company]** voluntary contribution, so long as it complies with the service described in article 1.1.

Article 4 FINANCIAL CONDITIONS

For the provision of the services by ETSI under this Agreement, **[Name of the company]** agrees to receive no compensation.

Article 5 INTELLECTUAL PROPERTY

The knowledge owned by ETSI during the duration of the Agreement which **[Name of the company]** may have access to, may be only used by **[Name of the company]** for the purposes of performing the Services under this Agreement.

Article 5.1 ETSI Intellectual Property Rights Policy

[Name of the company] undertakes to observe the provisions of ETSI's Intellectual Property Rights Policy, as defined in the ETSI Directives.

Article 5.2 Ownership of the Results

The Parties agree that ETSI will have the full ownership of the results of the Specifications, described in Annex 1 and following the listed tasks in Annex 2 performed by the **[Name of the company]**, and

hereinafter referred to as the "Results". The Results include all deliverables, studies, creations, patented or non-patented innovations, processes, products, know-how, models, material, trials, samples, prototypes, software, IT developments, specifications, databases, drawings, information, denominations, logos, photographs, videos, whatever their type, form or medium.

[Name of the company] transfers to ETSI the exclusive right to file in its name any industrial property title that has the potential to protect the Results, and particularly any application to register a design, a trademark or domain name, whether it be an application in France or overseas.

ETSI will be the sole beneficiary of all of the rights attached to the industrial property titles which may consequently be issued and shall make free use of them.

Article 5.3 Assignment of copyright

5.3.1 Where necessary, for the hypothesis whereby the Results are entirely or partly protected by copyright, **[Name of the company]** shall transfer to ETSI, on an exclusive basis, all of the copyrights that it may hold on the Results and it is specified that these transferred rights include in particular:

- the right to reproduce or to have reproduced the Results, without restriction in terms of number, in their entirety or in part, by all means and processes, on all media and all materials, both current and future, known or unknown, and particularly on paper or paper derivatives, plastic, digital, magnetic, electronic or IT media, by downloading, videogram, CD-ROM, CD-I, DVD, disk, floppy disk, network;
- the right to represent or to have represented the Results, by means of all current or future methods of distribution and communication, known and unknown, and particularly by means of all online telecommunications network, such as internet, intranet, digital television network, over-the-air transmission, by satellite, by cable, interactive telematics system, by downloading, teletransmission, cabled telephone networks and wireless telephone networks;
- the right to adapt, modify, transform, further develop the Results, in their entirety or in part;
- the right to translate or to have the Results translated, in their entirety or in part, into any language;
- the right to use and exploit the Results for the purposes of their own activities or for the benefit of a third party, for whatever reason;
- the right to assign all or part of the assigned rights, and particularly to grant to any third party any reproduction, distribution, broadcasting, commercialisation or manufacturing contract, in whatever form, medium and means it may be, whether in return for payment or free of charge.

5.3.2 **[Name of the company]** additionally confirms that it does not wish to benefit from the attributes of moral rights that it may own on the Results. In particular, **[Name of the company]** confirms that it does not wish to benefit from its authorship in relation to the Results.

5.3.3 This assignment of copyright is valid for the entire world and for the whole legal duration of the protection of intellectual property right.

5.3.4 The parties have agreed that the price of this assignment is included in a fixed and definitive amount in the remuneration received by the **[Name of the company]** for the services covered by this Agreement. **[Name of the company]** may not claim any additional sums for any reason whatsoever.

5.3.5 **[Name of the company]** guarantees ETSI that it is in possession of all of the rights relating to the Results, and the intellectual property rights in particular. It guarantees that the Results do not constitute an infringement, and that this assignment does not infringe the rights of third parties, whoever they may be. **[Name of the company]** guarantees ETSI in a general manner that nothing may obstruct the free use of the Results by ETSI.

5.3.6 **[Name of the company]** guarantees ETSI against any action, claims, demands or opposition on the part of any person invoking an intellectual property right or an act of competition and/or parasitic act upon which this transfer might infringe.

5.3.7 When **[Name of the company]** uses ETSI trademark(s) on documents ordered by ETSI, **[Name of the company]** must strictly adhere to the instructions and requirements, particularly in terms of graphics, supplied by ETSI. **[Name of the company]** shall not under any

circumstances use ETSI trademark(s) for any purpose other than those determined in writing by ETSI

Article 6 PERSONAL DATA

The Parties shall respect applicable regulations in terms of the protection of personal data by complying in particular with the obligations resulting from the European Union's General Data Protection Regulation 2016/679 ("GDPR") and the French law referred to as "Loi Informatique et Libertés" ("Information Technology and Freedoms law") n°78-17 of 6th January 1978 in its most recent consolidated version.

[Name of the company] undertakes to use the personal data provided by ETSI or to which access has been authorised for the purposes of delivering the Services only to ensure the successful fulfilment of the Agreement.

[Name of the company] shall take particular care to ensure that all the personal data that it may have acquired from ETSI for the purposes of fulfilling the Agreement are destroyed within one month of the end of the Agreement.

Article 7 CONFIDENTIALITY

[Name of the company] undertakes to treat as strictly confidential during the term of this Agreement and for a period of five years thereafter any information of ETSI indicated as "confidential" of which it has had knowledge for the performance of its Services, irrespective of whether this information or these documents are directly related to its Services for the duration of and after the end of this Agreement.

[Name of the company] shall not be allowed to disclose ETSI's Confidential Information, except to its employees, Affiliates, agents or professional advisors (i) if and to the extent they have a need to have access to such Confidential Information in connection with their employment or in the performance of tasks under this Agreement, and (ii) **[Name of the company]** advises such employees, Affiliates, agents or professional advisors of the confidential nature of ETSI's Confidential Information they get access to and ensures that such employees, Affiliates, agents or professional advisors are bound by at least the same level of confidentiality undertakings as stated herein.

The restrictions on the use and disclosure of such confidential information shall not apply to any information which is:

- (a) proven to have been known to **[Name of the company]** prior to the time of its receipt pursuant to this Agreement; or
- (b) in the public domain at the time of disclosure to **[Name of the company]** or thereafter enters the public domain without breach of the terms of this Agreement; or
- (c) lawfully acquired by **[Name of the company]** from an independent source having a bona fide right to disclose the same; or
- (d) independently developed by an employee of **[Name of the company]** who has not had access to any of the confidential information of the disclosing party.
- (e) required to be disclosed by **[Name of the company]** by virtue of a court order or statutory duty, **[Name of the company]** shall be allowed to do so, provided that it shall without delay inform the Instructing Party in writing of receipt of such order or duty and reasonably enable ETSI to seek protection against such order or duty.

Upon request from ETSI, **[Name of the company]** hereby undertakes to return to ETSI all Confidential Information which has been supplied to it including all copies thereof and to delete all information stored in a machine readable form.

Each Party shall promptly advise the other Party in writing of any unauthorised disclosure, misappropriation or misuse by any person of Confidential Information as soon as practicable after it becomes aware of such unauthorised disclosure, misappropriation or misuse. If a Party becomes aware that it will be required, or is likely to be required, to disclose Confidential Information in order to comply with applicable laws or with a court or administrative order, it shall, to the extent it is lawfully able to do so, prior to any such disclosure notify the other Party, and comply with its reasonable instructions to protect the confidentiality of the information.

[Name of the company] agrees that ETSI will publish regular activity reports of the **Name of the Project**.

Article 8 INDEMNIFICATION

ETSI shall indemnify, defend, and hold harmless **[Name of the company]**, including its directors, officers, employees, affiliates and agents (“Indemnitees”) from and against any loss, damage, settlement, recovery, judgment, expenses and costs (including reasonable attorneys’ and professionals’ fees and expenses) resulting from any claims or demands against an Indemnitee by any third party for injury to and death of persons, and direct damage to and direct loss of property that are caused by or arise from ETSI’s negligence, recklessness or wilful misconduct in the performance of its duties and obligations under this Agreement.

Article 9 INSURANCE

During the term of this Agreement, ETSI, at its sole cost and expense, shall secure and maintain adequate insurance coverage as is necessary, as a reasonable prudent businessperson, for ETSI to bear all of its obligations under this Agreement.

Article 10 LIMITATION OF LIABILITY

Except for a breach by either Party in connection with each Party’s indemnification and confidentiality obligations set forth under this Agreement, in no event shall either Party be liable to the other Party for incidental, indirect, exemplary, special or punitive damages (including, without limitation, lost profits, savings, revenues or data) or consequential damages from any causes of action of any kind with respect to this Agreement whether based on breach of Agreement, tort (including negligence), strict liability, breach of warranty, failure of essential purpose or otherwise, or whether a Party has been advised of the possibility of such damages.

Article 11 TERM AND TERMINATION

This Agreement shall come into force on **start date of the project** and be valid until **end date of the project** or until Services are completed, whichever is later, unless terminated earlier as set forth below.

If **[Name of the company]** wishes to terminate this Agreement for any reason whatsoever, it must inform ETSI by giving writing advanced notice of 30 calendar days. **[Name of the company]** shall do everything to progress the completion of its service provision so that ETSI can replace it under the best possible conditions.

If ETSI wishes to terminate this Agreement for any reason whatsoever, it shall inform **[Name of the company]** by giving advanced notice of 30 calendar days.

Article 12 GENERAL PROVISIONS

If individual provisions of this Agreement are or become invalid, this shall not affect the validity of the remaining provisions. In such a case, the parties undertake to replace the invalid provision by a valid provision coming as close as possible to the economic purpose and intent of the invalid provision.

This Agreement constitutes the entire agreement between the Parties. Amendments or additions to the Agreement shall be made in writing. This requirement for the written form may, in turn, be waived only by written agreement. There are and shall be no oral supplements to the Agreement.

The terms and conditions agreed herein shall apply exclusively also if, after signing of the Agreement **[Name of the company]** sends its general contractual terms and conditions to ETSI.

All documents including all data, descriptions, diagrams, instructions and other related material as well as any agreement, amendment or correspondence related to the Agreement shall be in English unless otherwise explicitly agreed between the Parties.

Article 13 FORCE MAJEURE

The responsibility of either of the Parties shall be fully discharged if there is a breach or delay in performance of one or several obligations provided for in this Agreement that is due to a case of Force Majeure.

Force Majeure constitutes any event outside the control of a Party, not due to a possible fault or negligence of that Party, which the Party is unable to prevent or predict by exercising reasonable diligence; this notably includes any event that has the characteristics of Force Majeure within the meaning of Article 1218 of the Civil Code and French case law.

The Party affected by any case of Force Majeure shall notify the other Party by any method no later than three calendar days following its occurrence.

Without prejudicing the above-mentioned paragraphs, the Parties shall provide the diligence and the necessary efforts to fulfil their obligations under the Agreement as soon as possible, after the occurrence of the Force Majeure event.






If a Force Majeure affecting one of the Parties continues for more than 30 calendar days, the other Party shall be entitled to declare that the Agreement is automatically terminated, without compensation, by sending a registered letter with proof of receipt.

Article 14 GOVERNING LAW AND JURISDICTION

This Agreement is governed by French law, with the exception of the conflict of laws rules.

In case of difficulty regarding the interpretation, application or performance of any of the above-mentioned clauses, either during the term or after the expiry of this Agreement, disputes which could not be resolved amicably between the Parties shall be submitted exclusively to the competent Court in the jurisdiction of the city of Paris in France, even in the case of multiple defendants, third party proceedings or emergency proceedings.

Made in two copies, one for each of the Parties.

Date	<code>{{Date3_es_:signer3:date }}</code>	Date	<code>{{Date2_es_:signer2:date }}</code>	
Signature	<code>{{ETSIDG_es_:signer3:signature:multiline(6) }}</code>	Signature	<code>{{Signer_es_:signer2:signature:multiline(6) }}</code>	
Name	Luis-Jorge Romero	Name	<code>{{*SignName_es_:signer2:fullname }}</code>	
Title	Director-General	Title	<code>{{*SignTitle_es_:signer2:string }}</code>	
email	luis.romero@etsi.org	email	<code>{{*SignEmail_es_:signer2:email }}</code>	

Annex 1 Specifications (Terms Of Reference)

Annex 2 Listed tasks of the Project

Code	Task description
T1	
T2	
T3	
T4	
T5	

Annex 3 Contact Persons

The parties designate the following individuals as contact persons:

TECHNICAL CONTACT PERSONS /PROJECT MANAGERS

For [Name of the company]

Role/title:
e-mail:
Tel:
Mobile:

For ETSI

Mr. Youssouf SAKHO

ETSI Funded Activities Director
e-mail: STFLINK@etsi.org
Tel: +33 4 92 94 49 40

ADMINISTRATIVE CONTACTS

For [Name of the company]

Role/title:
e-mail:
Tel:
Mobile:

Postal address:

For ETSI

Mr. Youssouf SAKHO

ETSI Funded Activities Director
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