

# Instructions for filling and signing a MEMBER AGREEMENT



A **MEMBER AGREEMENT** shall be filled and signed by  
**ETSI Full members, ETSI Associate members or**  
**Applicants to ETSI Full or Associate membership.**

*ETSI Observers and non-ETSI members shall sign a PARTICIPANT AGREEMENT.*

## Filling and signing Page 8

Fill in the fields marked with  and sign 

<b>Organization name</b>	trade name of the company/organization being Member 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 9

Fill in the fields marked with 

<b>Full name of the organization</b>	registered name of the company/organization being Member 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 16

Fill in the fields marked with  and sign  :

<b>Corporation name</b>	trade name of the company/organization being Member 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 MEMBER 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 member specifically identified in Annex 1 hereof (hereinafter referred to as the “Member”).

**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 Member is, as specified in Annex 1 hereof, either (i) a full or associate member of ETSI wishing to participate in the work of the Open Source Group identified in Annex 2 hereof (hereinafter, the “OSG” or “OSG OSM”), or (ii) has applied for full or associate ETSI membership and has been authorized by the Director-General to participate in the work of the OSG;
- C. The Director-General has approved the creation of the OSG and its Terms of Reference;
- D. The Member wishes to participate in the work of the OSG as a member (as this term is defined below) and, in accordance with clause 3.4 of the ETSI Technical Working Procedures, has agreed to enter into and be bound by the terms of this Open Source Group Agreement (hereinafter, the “OSG Agreement”).

**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 Agreement and any authorized deviations from the ETSI Technical Working Procedures provided under Article 6 of this OSG 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 (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. All capitalized terms and expressions not otherwise defined herein shall have the meaning ascribed to them in the ETSI Directives.

## 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) “Additional Costs” shall have the meaning ascribed to it in Article 3.1(c) of this OSG Agreement;
- (b) “budget year” shall mean a calendar year, it being provided that the first budget year shall mean the period between the date of the approval of the creation of the OSG and the Terms of Reference by the Director-General and December 31 of that year;
- (c) “Director-General” shall have the meaning ascribed to it in the presentation of the parties;
- (d) “Discretionary Decisions” shall have the meaning ascribed to it in Article 5.1 of this OSG Agreement;
- (e) “ETSI Directives” shall have the meaning ascribed to it in Article 1.1 of this OSG Agreement;
- (f) “ETSI IPR Policy” shall have the meaning ascribed to it in Article 2 of this OSG Agreement;
- (g) “Initial Resource Requirements” shall have the meaning ascribed to it in Article 3.1(a) of this OSG Agreement;
- (h) “OSG Budget” shall have the meaning ascribed to it in Article 3.1(b) of this OSG Agreement;
- (i) “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;
- (j) “Member” shall have the meaning ascribed to it in the presentation of the parties; and
- (k) “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;
- (l) “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 Member 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 (hereinafter, the “ETSI IPR Policy”), i.e. the ownership of the copyright in any Report elaborated by OSG OSM shall vest in ETSI.

### 3. Operational Costs

All costs related to the operation of the OSG, except those described in Article 4, shall be supported by the OSG Members in accordance with Articles 3.1., 3.2 and 3.3.

#### 3.1 Budget

The costs of operation of the OSG shall comprise the following elements:

- (a) initial resource requirements for the first budget year as set forth in the Terms of Reference (hereinafter, the “Initial Resource Requirements”);
- (b) a budget setting out the costs of operation of the OSG (beyond the costs of basic administrative support provided by the ETSI Secretariat pursuant to Article 4 of this Agreement) established for each budget year by the members of the OSG (hereinafter, the “OSG Budget”), which the Chairman of the ISG shall notify to ETSI at the latest on November 30 of each year;
- (c) additional costs not accounted for in the OSG Budget which the members of the OSG may agree to incur during the course of each budget year (hereinafter, the “Additional Costs”), which shall be notified to ETSI by the Chairman of the OSG.

Without prejudice to Article 3.3. of this OSG Agreement, ETSI shall incur upfront the costs provided for in the Initial Resource Requirements and the OSG Budget, provided however that (i) ETSI shall only incur upfront the costs provided for in the OSG Budget under the condition that such OSG Budget has been notified to the ETSI Director-General pursuant to Article 3.1(b) of this OSG Agreement, and (ii) the ETSI Director-General may, at its discretion, refuse to incur costs under certain items provided for in the OSG Budget to the extent that they bear no direct relationship to the purpose or scope of the OSG set forth in the Terms of Reference.

Without prejudice to Article 3.3 of this OSG Agreement, ETSI shall only incur Additional Costs at the discretion of the ETSI-Director General.

The members of the OSG shall be responsible for any costs provided for in the OSG Budget or any Additional Costs which have not been approved by the ETSI Director-General or which ETSI has refused to incur, pursuant to separate arrangements among them. The Member shall be solely liable for any cost it incurs in relation to the OSG and expressly acknowledges that ETSI shall have no liability in that regard and no obligation to reimburse such costs.

Any costs incurred by ETSI under the Initial Resource Requirements, the OSG Budget and the Additional Costs shall be invoiced by ETSI to the members of the OSG pursuant to Article 3.3 of this OSG Agreement.

Except as expressly provided above or in Article 4 of this OSG Agreement, ETSI shall have no obligation to incur any costs for the operation the OSG.

#### 3.2 Allocation of costs

Unless otherwise provided for in Annex 3 hereof, the Member agrees that all members of the OSG shall contribute equally to the Initial Resource Requirements, the OSG Budget and the Additional Costs, and that ETSI shall be entitled to invoice the Member on that basis pursuant to Article 3.3 of this OSG Agreement.

The parties however agree that the members of the OSG may decide to modify the allocation of costs among the members of the OSG, provided that the decision is taken pursuant to unanimous decision. Such decision shall be notified by the Chairman of the OSG to the ETSI Director-General by registered letter and become effective as from the date of its receipt by the ETSI Director-General.

In the event that the Member joins the OSG during the course of a budget year, its contribution to the costs of the operation of the OSG for the remainder of the budget year shall be decided by the members of the OSG pursuant to a decision taken in accordance with the process set forth in Article 5.3 of this OSG Agreement in which the Member shall take part and which shall be notified by the Chairman of the OSG to the ETSI Director-General and become effective as from the date of its receipt by the ETSI Director-General.

### 3.3 Invoices

In accordance with article 3.1, ETSI shall invoice quarterly the amounts owed by the Member corresponding to its contribution to the Initial Resource Requirements and/or the OSG Budget.

ETSI shall be entitled to invoice the amounts owed by the Member corresponding to its contribution to the Additional Costs as from the first day of the month after which the Additional Costs have been notified to the ETSI Director-General by the Chairman of the OSG.

The amounts invoiced by ETSI shall be payable by the Member upon presentation of the invoice to the Member.

## 4. Secretariat support

The ETSI Secretariat shall provide, at no additional cost to the members of the OSG, basic administrative support as described in the Terms of Reference.

The Chairman of the OSG may request that the OSG receive additional administrative support from the ETSI Secretariat, provided that ETSI agrees and:

- (a) either the members of the OSG agree to provide voluntary contributions to cover the costs of such additional support and the ETSI Secretariat shall only provide the requested additional administrative support after receipt by ETSI of all payments corresponding to such contributions;
- (b) or resources corresponding to such additional support are approved by the ETSI Board upon petition by the Chairman of the OSG.

## 5. Decision making

### 5.1 Discretionary Decisions

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

### 5.2 General decision making process

In accordance with clause 3.7 of the ETSI Technical Working Procedures, and subject to the provisions of Articles 5.3 and 1.1 of this OSG Agreement, the Member agrees that the Discretionary Decisions taken by the members of the OSG shall be binding upon the Member 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 Member undertakes to comply with all applicable laws and regulations, including European and national competition laws and regulations, and to refrain from implementing any discriminatory or exclusionary decision making process in the context of the OSG.

### 5.3 Decisions concerning operational costs

Decisions concerning (i) the OSG Budget under Article 3.1(b) of this OSG Agreement, (ii) Additional Costs under Article 3.1(c) of this OSG Agreement, and (iii) the allocation of costs among members of the OSG under Article 3.2 of this OSG Agreement, shall be binding upon the Member when taken by the members of the OSG pursuant to a unanimous decision.

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

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 Member under this OSG Agreement are personal to the Member 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 Member 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 Member under this OSG Agreement shall be limited to the amounts paid by the Member to ETSI pursuant to this OSG Agreement in the budget year during which the Member's claim against ETSI arose.

**9. Term and termination**

**9.1 Date of Termination**

This OSG 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 Member's resignation from the OSG, (iii) the date of the Member's resignation or expulsion from ETSI, (iv) the date of receipt of a notice of termination sent by ETSI at its discretion in the event that the Member commits a material breach of any of its obligations under this OSG Agreement (including the ETSI Directives and the Terms of Reference incorporated by reference pursuant to Article 1.1 of this OSG Agreement) and fails to remedy the same within thirty (30) days after receiving notice to do so (hereinafter, the "Date of Termination"). 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 Member may resign as member of 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 Member'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 date of the Member's resignation or expulsion from ETSI shall be determined pursuant to Article 1.4 of the ETSI Rules of Procedure;
- (d) the notice of termination sent by ETSI in the event of a material breach of its obligations by the Member under this OSG Agreement shall be sent to the Chairman of the OSG and the Member, and the date of receipt of the notice of termination shall be deemed to be the date of its receipt by the Member.

**9.2 Effect of termination**

Upon occurrence of the Date of Termination, this OSG Agreement shall automatically terminate and the Member shall cease to participate in the work of the OSG and to contribute to the costs of operation of the OSG in accordance with the provisions of Article 3 of this OSG Agreement, and shall no longer receive any benefit or information as member of the OSG, it being provided however that termination of this OSG 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 Member shall remain bound to duly perform and complete any and all obligations which shall have arisen out of or in connection with this OSG 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 Agreement;
- (b) shall not affect any right or obligation of any party under the ETSI Directives, which shall continue into force after the termination of this OSG Agreement (except in the event of the Member's resignation or expulsion from ETSI, in which case the provisions of Article 1.4 of the ETSI Rules of Procedure shall apply); 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 Agreement prior to the Date of Termination.

### 9.3 Cessation of the OSG

In the event of cessation of the OSG, the parties agree that:

- (a) any amounts provided for in the Initial Resource Requirements, the OSG Budget, the Additional Costs or Article 4(a) of this OSG Agreement which have been contributed by the members of the OSG but have not yet been committed to be paid by ETSI prior to the date of cessation of the OSG (as determined pursuant to Article 9.1(a) of this OSG Agreement) shall be distributed among the members of the OSG pro rata according to the share of each member's contribution;
- (b) the members of the OSG shall, prior to the date of cessation of the OSG (as determined pursuant to Article 9.1(a) of this OSG Agreement), submit to the Director-General recommendations concerning the maintenance of the Reports produced by the OSG.

## 10. Notice

A notice (including any approval, consent, request, or other communication) in connection with this OSG 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 Member 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 Agreement is deemed void or unenforceable due to applicable law, it shall be deemed to be deleted and the remaining provisions of this OSG 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 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 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)**

The Member shall have sight of and shall accept the terms and conditions provided for the benefit of members of the OSG in any agreement (hereinafter, the "OSG Participant Agreement") entered into between ETSI and any Observer, person or legal entity who is not a full or associate member of ETSI and which has been invited or authorized by the Chairman of the OSG to attend the meetings of the OSG (hereinafter, the "Participant"). As a result of such acceptance, all provisions of such OSG Participant Agreement provided for the benefit of the members of the OSG, acting individually or collectively, shall be binding upon the Participant and may be enforced by the Member 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 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 Member’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 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 Agreement.

<b>For:</b>		<b>For the OSG OSM Member:</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 Member**

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

The representative of the Member 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**

**Allocation of the costs of operation among members of the OSG**

No operational costs are foreseen at the creation of the OSG. No specific provision for the allocation of operational costs has been made, beyond the default provision in clause 3.2 above.

## **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 clauses 1.7 and 3.7:

The terms 'ISG OSM Member(s)', 'ISG OSM Participant(s)' and 'ISG 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.



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Corporation Name:

Signatory's name:

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