

Public Safety Partnership Project Agreement

THIS AGREEMENT REPLACES IN ITS ENTIRETY THE AGREEMENT SIGNED ON MAY 22, 2000.

Officially recognized Standards Development Organizations (SDOs) have agreed to work collaboratively for the production of Mobile Broadband Specifications for Public Safety. The means for this collaborative activity has been provided in the form of a Partnership Project. The Organizational Partners in the Project are signatories to this Agreement.

WHEREAS

Criminal actions are at an increasing pace coordinated by means of communications technology which in many cases surpasses the current level of technology available to Law Enforcement.

Other Public Safety needs in fire prevention and suppression, Emergency Medical Services, forestry and conservation of natural resources, and infrastructure maintenance and protection also are placing demands on communications infrastructures.

The Public Safety Partnership Project (PSPP) is initially covering SDOs serving customer needs in the United States of America and Europe.

The PSPP shall endeavour to work with the regional radio spectrum regulatory authorities in order to provide a common understanding of the demand for radio spectrum and subsequent harmonized allocation hereof.

The PSPP shall submit its approved work to Organizational Partners for the subsequent transposition into appropriate deliverables (*e.g.*, Standards).

The entering into force of the Treaty of Amsterdam has raised the pan European Police Cooperation to Union Level.

The Commission of the European Communities has established the EUROPOL office mandated to co-ordinate specific areas of Law Enforcement between Member States.

The Federal Bureau of Investigation (FBI) has been empowered by the Government of the United States of America to undertake negotiations with the European Union in the field of cooperation regarding Public Safety and Law Enforcement matters.

The Telecommunication Industry Association (TIA) has a long-standing cooperation agreement with the European Telecommunications Standards Institute (ETSI).

ETSI and TIA have compared their respective Intellectual Property Rights (IPR) policies and have agreed that their IPR policies share common principles.

The Conference Européenne des Administration des Postes et des Télécommunications (CEPT) has been notified regarding a future radio frequency demand.

The Federal Communications Commission (FCC) and the National Telecommunications and Information Administration (NTIA) have been notified regarding a future radio frequency demand.

A Mutual Recognition Agreement (MRA) between the United States of America and the European Union in the field of telecommunications equipment has been formally established.

CONSIDERING THAT:

The Organizational Partners have agreed to cooperate in the production of applicable Specifications and Reports for Mobile Broadband Specifications for Public Safety based on the existing work of ETSI and TIA.

The Public Safety Partnership Project is established for the preparation, approval, and maintenance of the above mentioned Specifications and Reports.

Public Safety Partnership Project is not to be construed as a legal entity.

The Organizational Partners shall use their best endeavours to:

- use minimum production time for Specifications and Reports from conception to approval,
- use fast, electronic-based approval process,
- make maximum use of modern (electronic) working methods,
- ensure that decision making takes place at the lowest appropriate levels.

THE ORGANIZATIONAL PARTNERS THEREFORE AGREE TO THE FOLLOWING:

1. DEFINITIONS.

1.1 PSPP.

The acronym "PSPP" shall mean Public Safety Partnership Project.

1.2 Public Safety.

"Public Safety" shall refer to activities of:

- Police,
- Law Enforcement,
- Fire and Distress & other Emergency and Public Safety undertakings,

as implemented within both private and public sectors.

1.3 Organizational Partners.

An Organizational Partner (OP) is any open Standards Development Organization, irrespective of its geographical location, which has:

- a national, regional or other officially recognized status and the capability and authority to define, publish and set or administer the formulation of standards within the PSPP scope, in that nation or region;
- committed itself to all of the PSPP scope;
- signed this Agreement.

1.4 Observers.

In order to ensure internationally applicable Specifications, the status of "Observer" may be granted by the Organizational Partners to an entity that has the qualifications to become a future Organizational Partner. The status of "Observer" includes obligations to:

- identify as early as possible any regulatory requirements that may lead to options within PSPP Specifications;
- make their IPR policy available for consideration;
- contribute to the common objective of the PSPP and avoid duplication of work related to the PSPP.

The participation rights of an Observer will be decided on a case by case basis.

1.5 Individual Members.

Membership in an Organizational Partner is a pre-requisite for Individual Membership in PSPP.

Individual Membership is open to legal entities committed to support PSPP and to:

- contribute technically or otherwise to one or more of the Technical Specification Groups (TSGs) within the PSPP scope;
- use the PSPP results to the extent feasible.

Individual Membership in PSPP will be terminated by dissolution, abolition, resignation or expulsion from participation in the related Organizational Partner, or failure to support any PSPP-related funding programs of that OP.

All entities registered as voting members in an Organizational Partner and eligible for participation in the technical work of that Organizational Partner, can become Individual Members of PSPP. Individual Members shall apply to their Organizational Partner to participate in PSPP.

Individual Members act in the PSPP in their own right; they carry the full responsibility for their contributions.

Individual Membership applicants residing in a country/area without an Organizational Partner can apply for membership in an Organizational Partner according to the rules of each Organizational Partner. (*e.g.*, ETSI Associate Membership or participation in TIA Engineering Committees is available).

Potential Individual Members may be allowed to attend a single meeting to understand the work of the PSPP as part of their decision to join.

1.6 Public Safety Members

A legal entity which may not be a member of an Organizational Partner can apply to an Organizational Partner to become a Public Safety Member of the PSPP, provided that it:

- is a governmental entity; or
- is a private entity providing public safety services under contract to a governmental entity; or
- is an association or consortium of governmental entities; or
- is an association of representatives of governmental entities; or
- otherwise represents governmental entities with the further provision that it is not a manufacturer of equipment or the holder of IPR that may fall within the scope of PSPP.

Except where otherwise specified, Public Safety Members have the same rights and obligations as Individual Members (See Section 5 below for further details on voting rights.)

2 GENERAL.

2.1 Purpose of PSPP.

The purpose of PSPP is to prepare, approve and maintain applicable Specifications and Reports for Mobile Broadband Specifications for Public Safety to be transposed by the Organizational Partners into appropriate deliverables (e.g., standards).

2.2 Structure of PSPP.

The PSPP shall consist of:

- A Steering Committee (SC);
- A Service Specification Group (SSG); and
- Technical Specification Group(s) (TSG) as needed.

SSG and TSG(s) may establish working groups as required.

The Organizational Partners of PSPP shall hold regular meetings of the OPs (as required), and PSPP committees, groups, and working groups such as the SC, SSG, and TSG(s). The OPs shall create subgroups designated by the OPs to assist in overseeing the work of PSPP (e.g., a finance/budget group or program management group).

The Organizational Partners may decide to call a meeting of the full PSPP membership if required.

2.3 Scope and objectives of PSPP.

The Mobile Broadband Specifications for Public Safety and their capabilities will support the public safety community's technology needs for the wireless transport and distribution of rate intensive data, digital video and digital voice for both service-specific and general applications. The PSPP will primarily address air interface data rates beyond current standards. Initially, PSPP shall prepare, approve and maintain the necessary set of Specifications and Reports for the first phase of Mobile Broadband Specifications for Public Safety.

The results of the PSPP work may form the basis of member contributions to the ITU in accordance with existing procedures.

PSPP may take into account future ITU Recommendations on Mobile Broadband Specifications for Public Safety.

In the framework of agreed relationships, the PSPP Specifications and Reports will form the basis of standards, or part of standards, of the Organizational Partners.

2.4 Additional documentation which forms part of this Agreement.

The following additional documentation forms part of the PSPP Agreement:

The Partnership Project Description (PPD). (The PPD can be discontinued when all agreements of the PPA and PPD are reflected in the Technical Working Procedures.)

The PSPP Technical Working Procedures (TWP).

3 ORGANIZATIONAL PARTNERS.

3.1 Undertakings of Organizational Partners.

The Organizational Partners shall undertake to:

- encourage their members/participants to contribute to the common set of Specifications and Reports and to avoid duplication of work;
- convert/transpose/adopt all relevant Specifications and Reports resulting from PSPP into their own relevant deliverables through and subject to the requirements of their normal processes;
- identify as early as possible, any national/regional regulatory requirements that may lead to options within the Specifications and Reports;
- make their IPR Policy available for consideration;
- encourage their members to declare at the earliest opportunity Intellectual Property Rights which they believe to be essential, or potentially essential, to any ongoing work within PSPP;
- encourage their members to grant licenses on fair, reasonable terms and conditions on a non-discriminatory basis;
- make the IPR Information and IPR Declarations available;
- contribute to the resources necessary for the operation of PSPP.

3.2 Rights of the Organizational Partners and their Individual Members.

3.2.1 Participation in the PSPP work.

Organizational Partners shall participate in the work of the Steering Committee, the Technical Specification Group(s) and the Service Specification Group.

Individual Members from Organizational Partners have the right to participate in the work of the Steering Committee, Technical Specification Group(s) and the Service Specification Group.

3.2.2 Joint Copyright.

The Organizational Partners shall jointly own copyright on the Specifications and Reports, and are free to use such documents as the basis for their standards work and license others to such copyrights. For new Organizational Partners, their rights to copyright on work already ongoing or completed within the PSPP shall be decided by the Organizational Partners on a case-by-case basis.

4 PUBLIC SAFETY MEMBERS.

4.1 Undertakings of the Public Safety Members.

The Public Safety Member shall undertake to:

- promote the PSPP process and recommendations to the extent legally permissible or within the policies of a Public Safety Member's governing body;
- encourage contribution to the common objectives of the PSPP and to avoid duplication of work;
- offer advice to PSPP and endeavour to reach a consensus view of Public Safety requirements (*e.g.*, services, features and functionality) falling within the PSPP scope; and
- define the PSPP specifications and service scenarios.

4.2 Rights of the Public Safety Members.

4.2.1 Participation in the PSPP work.

Public Safety Members shall have the right to participate in the work of the Steering Committee and the Service Specification Group. They may also participate in the work of the Technical Specification Group(s), but may have limited rights in the decision making process as described in Section 5.

5. DECISION MAKING AND VOTING PRINCIPLES.

Decision shall be taken by consensus and by vote in unavoidable cases.

The following principle will be applied for voting within the SC: One vote for each "Individual Member"

Public Safety Members will be allowed to participate in SC for the purposes of determining whether consensus can be reached. In the event that consensus cannot be achieved, a vote involving Individual Members only, shall be taken.

The following principle will be applied for voting within the SSG: One vote for each "Public Safety Member."

Individual Members will be allowed to participate in SSG for the purposes of determining whether consensus can be reached. In the event that consensus cannot be achieved, a vote involving Public Safety Members only, shall be taken.

The following principle will be applied for voting within the TSG: One vote for each "Individual Member".

Public Safety Members will be allowed to participate in TSGs for the purposes of determining whether consensus can be reached. In the event that consensus cannot be achieved, a vote involving Individual Members only, shall be taken.

6. MODIFICATIONS.

The present agreement shall not be deemed or construed to be modified, amended or waived, in whole or in part, except by written agreement by all the parties. An Organizational Partner may not assign this Agreement or any of its rights, obligations or duties hereunder, without the prior written consent of the other Organizational Partners.

7. TERMINATION.

If an Organizational Partner desires to withdraw from the PSPP it shall give 6 months written notice.

8. DURATION.

This Agreement shall remain in force until the Organizational Partners decide otherwise.

9. WINDING UP.

In the event of a voluntary dissolution of PSPP, the Organizational Partners shall fix the terms of liquidation, shall appoint one or more liquidators to dispose of the assets of PSPP, shall determine their powers and assign any remaining assets after payment of the liabilities. Any balance of liabilities against third parties shall be borne by the Organizational Partners.

10. DISPUTE SETTLEMENT.

In the event of a dispute arising between Organizational Partners, relating to this Partnership Project, the Organizational Partners concerned shall use all means at their disposal to endeavour to resolve the dispute by internal conciliation.

11. ADDITIONAL PARTNERSHIPS.

The PSPP is open for membership as defined in Articles 1 and 3 of the present Agreement, and is open to organizations irrespective of their geographical location.

Any additional individual Partnership to the PSPP shall be approved, on a consensus basis, by the existing Organizational Partners.

The consensus decision from the Organizational Partners with the Name, Title, Organization, Address, Signature of the new Organizational Partner and the Date of signature shall be annexed to this Agreement.

Annexes shall be considered as an integral part of this Agreement.

12. PARTICIPATION IN OTHER STANDARDIZATION ACTIVITIES.

Signatories to this Agreement shall not be excluded from participation in other partnership projects or other standardization activities.

This Agreement is entered into by and between the following Organizational Partners:

European Telecommunication Standards Institute

ETSI
650, route des Lucioles
F-06921, Sophia Antipolis Cedex
FRANCE

Name: Karl-Heinz Rosenbrock
Director General, ETSI

Signature: *K.H. Rosenbrock*

Date: *13 Feb. 2001*

Telecommunications Industry Association

TIA
2500 Wilson Boulevard, Suite 300
Arlington, VA 22201-3834
U.S.A.

Name: Dan Bart
Senior Vice President, Standards and
Special Projects

Signature: *Daniel J. Bart*

Date: *30 JAN 2001*