

Telecom Infra Project Intellectual Property Rights Policy

The **Telecom Infra Project, Inc.** (“Corporation” or “TIP”) has adopted the following Intellectual Property Rights Policy (“IPR Policy”) in accordance with the Bylaws of Telecom Infrastructure Project, Inc., (the ”Bylaws”). Any undefined capitalized terms used herein have the meaning set forth in the Bylaws and the TIP Sponsor Participation Agreement and the TIP General Participation Agreement (the “TIP Participation Agreements”) and are incorporated herein by reference as if fully set forth below. In the event of a conflict between defined terms or other terms and conditions, the following order of precedence governs: (1) this IPR Policy; (2) the Bylaws; (3) the TIP Participation Agreements; and (4) the TIP Project Group Procedures document.

1. Definitions

- 1.1. “Board” means the Board of Directors of the Corporation.
- 1.2. “Compliant Portion” means only those specific portions of products or services that: a) implement and are compliant with a Final Specification and b) are within the bounds of the Scope.
- 1.3. “Contribution” means a submission to or for a Project Group by a Contributor for inclusion in a Draft Specification or modification of an existing Final Specification either: (a) in writing (including a writing in electronic medium) and clearly marked as a “Contribution”; or (b) orally, so long as the Contribution is: (i) memorialized with specificity in the formal written minutes of the meeting where it was proposed as a Contribution; (ii) correctly attributed in the meeting minutes to the Participant; and (iii) not withdrawn (but may be corrected in writing) by the Participant before or at the time that the meeting minutes are approved at a subsequent meeting, proposing an addition to or modification of an existing Final Specification or a Draft Specification or a new Final Specification or portion thereof. Contributions to software projects will be governed by Section 7 herein.
- 1.4. “Contributor” means, with reference to a specific Project Group, a Participant who has joined that Project Group by means of signing the Project Group Charter approved for that Project Group, based on the template included in Appendix C of this Policy.
- 1.5. “CLA” means a contributor license agreement substantially in the form of the Apache Foundation CLA at <http://www.apache.org/licenses/icla.txt> (for individuals) and <http://www.apache.org/licenses/cla-corporate.txt> (for corporations) to be published by the Corporation.
- 1.6. “Draft Specifications” means technical interface or design specifications that are under development by a Project Group of the Corporation.
- 1.7. “Feedback” means suggestions, comments, ideas, or know-how, made or proposed by any Participant, in writing and expressly identified as Feedback by an Authorized Representative of Participant, regarding submissions to a Draft Specification or software project, provided Participant is not a Contributor to the Project Group of such Draft Specification or software project. An “Authorized

Representative” is a representative of Participant that has been authorized in writing by the Participant to the chairperson of a Project Group to provide Feedback to a Draft Specification of such Project Group.

- 1.8. “Final Specification” means a Draft Specification that has been recommended for public release by the applicable Project Group and approved by the Board.
- 1.9. “Licensing Option” means an element of a Project Group Charter approved by the Board which specifies either a RAND or Royalty-Free license as described in Sections 5.2.1 and 5.2.2 herein.
- 1.10. “Necessary Claims” means any claims of a patent or patent application throughout the world that (a) are owned or controlled by a person or entity or its Affiliates now or at any future time; and (b) are necessarily infringed by implementing Normative Portions of the Final Specification within the bounds of the Scope, wherein a claim is necessarily infringed only when there is no non-infringing alternative for implementing one or more Normative Portions of the Final Specification within the bounds of the Scope. Existence of a non-infringing alternative shall be judged based on the state of the art at the time the Final Specification is approved. Notwithstanding the foregoing sentence, Necessary Claims do not include any claims: (i) other than those set forth above, even if contained in the same patent or patent application as Necessary Claims; or (ii) that, if licensed, would require consent from, and/or a payment of royalties by, the licensor to unaffiliated third parties.
- 1.11. “Normative Portions” means those portions of the Final Specification, including text, design features, and tables, that are expressly identified as required for compliance with the Final Specification including portions of the Final Specification that are identified as required for compliance with an optional or alternative portion. For clarity, those portions of the Final Specification, including any portion of an optional or alternative portion thereof, which are designated by the terms “must”, “shall”, “mandatory”, “normative” or “required” are expressly identified as being required for compliance under this Section 1.11.
- 1.12. “Requesting User” means any person or entity, including non-Participants of the Corporation, that requests a license from a Project Group Participant under the Project Group’s Licensing Option against whom the Project Group Participant has asserted Necessary Claims or has sought license fees for Necessary Claims.
- 1.13. “Scope” means an element of a Project Group Charter approved by the Board, which describes a specific technology for which the Project Group will develop a Final Specification. Notwithstanding the foregoing, the Scope shall not include (a) any enabling technologies that may be necessary to make or use any product or portion thereof that complies with a Final Specification, but are not themselves expressly set forth in a Final Specification, or (b) the implementation or use of other specifications published and made available by any other standards body, but referred to in the body of a Final Specification and not first developed by TIP, even if required for compliance with the Final Specification, or (c) any portions of any product and combinations thereof the purpose or function of which is not required for compliance with a Final Specification, or (d) reference or informational portions of the Final Specification.

2. Specifications and Project Groups

- 2.1. Any Participant may propose to create a Draft Specification by means of submission of a proposed Project Group Charter per the process defined in the TIP Project Group Procedures document. For every Project Group it approves, the Board will appoint a Project Group chairperson and/or Co-Chairperson. If the Project Group Chairperson and/or Co-Chairperson resigns or is removed, the Board will appoint a new Project Group Chairperson and/or Co-Chairperson accordingly. The Board may remove a Project Group Chairperson or Co-Chairperson by majority vote in accordance with the Bylaws.
- 2.2. Participant Acceptance of Project Group Charter.. A TIP participant shall become a Contributor in a Project Group upon signing the approved Project Group Charter for a Project Group. All approved Project Group Charters shall be based upon the Charter template within Appendix C of this document.
- 2.3. The Project Group chairperson will be responsible for submitting the Draft Specification to the Board for approval, and (a) upon any rejection, working with the Project Group to address any reasons for rejection, and (b) upon any approval, arranging for public release of the Final Specification.
- 2.4. Final Specifications may have optional and Normative Portions. Optional portions may include, for example, specific implementations of specification elements, where multiple implementations exist (such as off-the-shelf component products) or elements that may be implemented in various ways.
- 2.5. Revisions to Final Specifications will be conducted in the same manner as for creation of Draft Specifications.
- 2.6. Confidentiality of Draft Specifications. Notwithstanding anything to the contrary herein, Draft Specifications and any Contributions to a Draft Specification shall be kept confidential by all Participants and treated with the same degree of care as is used with respect to the Participant's own equally important Confidential Information to avoid disclosure to any third party, but at least with reasonable care, and must not be disclosed to any non-Participant until the applicable Draft Specification has been made publicly available in accordance with Section 2.3 above, and may be used (1) by Contributors solely for purposes of further developing the Draft Specifications; and (2) by other Participants solely for purposes of their internal evaluation of such Draft Specification, and not for commercial purposes or any other purpose.

3. Rights to Contributions and Feedback

- 3.1. Licensing of Copyright for Contributions. Contributions to a Draft Specification must be made under a waiver of copyright interests, or a license sufficient to enable the modification, reproduction and distribution of the Final Specification as described in this IPR Policy.
- 3.2. Transparency. No Contributor will purport to include in any Contribution any material it deems confidential to that Contributor. Notwithstanding the foregoing, as specified in the Bylaws, a Draft Specification is considered Confidential

Information until it has been approved for public dissemination by the Board as a Final Specification.

- 3.3. Feedback. Feedback on a Draft Specification provided by Participants that are not part of the Project Group of such Draft Specification will be deemed non-confidential upon publication of the Final Specification based on the Draft Specification for which Feedback was provided, and may be used freely by anyone implementing such Final Specification, without obligation of payment, as well as by any Participant of the Project Group in which the Draft Specification is being developed for specification development purposes prior to publication of the Final Specification. Participants have no obligation to provide Feedback on any Draft Specifications of Project Groups that they have not joined.
- 3.4. Independent Development. A Participant may currently or in the future be developing information internally, or receiving information from other parties, that is similar to Draft Specifications or Contributions. Accordingly, nothing in this Agreement will be construed as a representation or agreement that the Participant will not develop or have developed for it products, concepts, systems or techniques that are similar to or compete with the products, concepts, systems or techniques contemplated by or embodied in the Draft Specifications or Contributions, provided that the Participant does not violate any of its obligations under this Agreement in connection with such development.

4. Draft Specification Notice and Review

- 4.1. Specification Review; Notice of Specification Review Period. Upon receipt of a Draft Specification from a Project Group, the Corporation shall provide all Contributors of such Project Group (the "Project Group Participants") with not less than sixty (60) days' prior notice (effective notice may be via email to all Project Group Participants or via a publication on the Corporation's official website, or such other method as the Board directs) of the proposed adoption of the Draft Specification ("Specification Review Period"). Such notice shall include a complete Draft Specification as approved by the Board and state the effective date when the Draft Specification, if it becomes a Final Specification, and all Necessary Claims therein, shall be subject to the Licensing Option of that Project Group.
- 4.2. Review of Draft Specification. Upon receipt of such notice and the Draft Specification, each Project Group Participant, on behalf of itself and its Affiliates, may review the Draft Specification for any of its Necessary Claims that may be contained therein. While there is no requirement for a Project Group Participant to review or search its patent portfolio for Necessary Claims, all Project Group Participants agree that failure to file a timely and complete Licensing Objection or Royalty-Free Objection (each defined below) will subject the Project Group Participant and its Affiliates to the licensing obligations of the Licensing Option of that Project Group as to Project Group Participant's and its Affiliate's disclosed and undisclosed Necessary Claims, despite lack of knowledge thereof by any individual participating on behalf of such Project Group Participant.
- 4.3. Licensing Objection. In the event that a Project Group Participant believes that the implementation of a Draft Specification may require a license from that Project Group Participant or its Affiliates, and that such Project Group Participant or its

Affiliates are unwilling to provide a license under such Necessary Claims in accordance with the provisions, hereof, that Project Group Participant, on its behalf or on behalf of its Affiliate, must within the Specification Review Period provide written notification to the Secretary of the Corporation of its intent to withdraw its participation in the Project Group in accordance with Section 5.3 herein.

- 4.4. Royalty-Free Objection. In the event that the Licensing Option of a Project Group for a Draft Specification is a Royalty-Free License (as defined below), a Project Group Participant who believes that the implementation of a Draft Specification may require a Royalty-Free License from that Project Group Participant or its Affiliates, and that such Project Group Participant or its Affiliates are unwilling to provide a Royalty-Free License, but would be willing to grant a RAND License (as defined below) under such Necessary Claims, that Project Group Participant, on its behalf or on behalf of its Affiliate, must within the Specification Review Period provide written notification to the Secretary of the Corporation of the same (“Royalty-Free Objection”). Such Royalty-Free Objection will be made by completing the current notice of Royalty-Free Objection form adopted by the Corporation and which is included herein as Appendix A with regard to any Necessary Claims that such Project Group Participant refuses to license pursuant to the Royalty Free License, but which it would be willing to license pursuant to a RAND License. In the event that a Project Group Participant properly submits a Royalty-Free Objection within the Specification Review Period, such Project Group Participant shall not be required to grant Royalty-Free Licenses under the identified Necessary Claims, but may be required to grant RAND Licenses only if the Board elects to allow the same pursuant hereto. Notwithstanding the foregoing, a Project Group Participant shall not have the right to submit a Royalty-Free Objection with respect to any Necessary Claims in any Contribution submitted by such Project Group Participant.
- 4.5. If a Royalty-Free Objection is submitted in accordance herewith, the Project Group developing the affected Draft Specification will, in consultation with the Board or other Corporation Project Group designated by the Board, determine how best to proceed, such as, for example, by attempting to develop a revised version of the Draft Specification that works around the patent rights that the patent rights holder has declined to license, or request the Board change the Licensing Option for that Draft Specification to a RAND License Option.

5. Licensing of Specifications

- 5.1. Copyright License. The Project Group may choose to provide a copyright license to the Final Specification under the Creative Commons Attribution license, or release the copyright to the public domain. Any other choice must be approved by the Board.
- 5.2. Patent Licenses. The Project Group must choose from the following options (either a RAND License Option in Section 5.2.1 or Royalty-Free License Option in Section 5.2.2). All Contributors must agree to the applicable licensing model prior to joining the Project Group as described herein by signing the approved Project Group Charter in place for that Project Group, based on the template included in Appendix C of this Policy

5.2.1. RAND License Option.

5.2.1.1. If the Board approved License Option for the Project Group is a RAND License Option, each Participant in that Project Group (or its Affiliate) hereby covenants that upon a request from any Requesting User, it will grant to such Requesting User and its Affiliates a nonexclusive, nontransferable, worldwide, non-sublicenseable, license under its Necessary Claims on fair, reasonable, and non-discriminatory terms solely to make, have made, use, market, import, offer to sell, and sell, and to otherwise directly or indirectly distribute Compliant Portions; provided that such license does not extend to any part or function of a product (other than the Compliant Portion therein) in which a Compliant Portion is incorporated but that is not itself part of the Compliant Portion (the "RAND License"). For the sake of clarity, the rights set forth above include the right to directly or indirectly authorize a third party to make unmodified copies of the Requesting User Compliant Portions and to license (optionally under the third party's license) the Requesting User Compliant Portions within the scope of, and subject to the terms of, Participant's RAND License.

5.2.1.2. Such RAND License need not extend to features of a Compliant Portion that are not required to comply with the required elements of the applicable Final Specification.

5.2.1.3. At the election of the licensing Participant, such RAND License may include a term requiring the Requesting User to grant a reciprocal RAND License to its Necessary Claims (if any) covering the required elements of the same Final Specification, but shall not require such Requesting User to grant a license under any patent claims that are not such Necessary Claim. Such term may require the Requesting User to grant licenses to such required elements of the applicable Final Specification. The licensing Participant may also include a term providing that such RAND License may be suspended with respect to the Requesting User if that Requesting User first sues the licensing Participant for infringement by the licensing Participant's Compliant Portion of any of the Requesting User's Necessary Claims covering the same Final Specification.

5.2.1.4. License terms that are fair, reasonable, and non-discriminatory beyond those specifically mentioned above may also be included, and such additional terms are left to the Requesting Users and licensing Participant involved.

5.2.2. Royalty-Free License Option

5.2.2.1. If the Board approved License Option for the Project Group is a Royalty-Free License, each Participant (or its Affiliate) in that Project Group hereby covenants that upon adoption of the Final Specification, it grants to all Participants and non-Participants and their Affiliates (the "RF Licensee"), a nonexclusive, nontransferable, worldwide, non-sublicenseable, license under its Necessary Claims without

payment of royalties or fees, solely to make, have made, use, market, import, offer to sell, and sell, and to otherwise directly or indirectly distribute Compliant Portions; provided that such license does not extend to any part or function of a product (other than the Compliant Portion therein) in which a Compliant Portion is incorporated but that is not itself part of the Compliant Portion (the "Royalty-Free License"). For the sake of clarity, the rights set forth above include the right to directly or indirectly authorize a third party to make unmodified copies of the Requesting User's Compliant Portions and to license (optionally under the third party's license) the Requesting User's Compliant Portions, within the scope of, and subject to the terms of, Participant's Royalty-Free License.

- 5.2.2.2. Such Royalty-Free License need not extend to features of a Compliant Portion that are not required to comply with the Required elements of the applicable Final Specification.
- 5.2.2.3. At the election of the licensing Participant, such Royalty-Free License may include a term requiring the RF Licensee to grant a reciprocal Royalty-Free License to its Necessary Claims (if any) covering the Required elements of the same Final Specification, but shall not require such RF Licensee to grant a license under any patent claims that are not such Necessary Claim. Such term may require the RF Licensee to grant licenses on such Required elements of the Final Specification. The licensing Participant may also include a term providing that such Royalty-Free License may be suspended with respect to the Requesting User if that RF Licensee first sues the licensing Participant for infringement by the licensing Participant's Compliant Portion of any of the RF Licensee's Necessary Claims covering the same Final Specification.
- 5.2.2.4. License terms that are fair, reasonable, and non-discriminatory beyond those specifically mentioned above may also be included, and such additional terms are left to the RF Licensees and licensing Participant involved.
- 5.3. **Withdrawal.** A Contributor that does not wish to make the patent licensing commitments required for the Final Specification may withdraw from the Project Group within sixty (60) days after the publication of the first Draft Specification and be excused from all licensing commitments arising out of Project Group participation. If a Contributor resigns later than sixty (60) days after the publication of the first Draft Specification, that participant is required to adhere to its licensing commitment for any Necessary Claims based on subject matter contained in the latest Draft Specification published before the Contributor withdrew from the Project Group that is later incorporated into the Final Specification. Notwithstanding the foregoing, a Participant shall not be excused from any licensing commitments arising out of any of its Contributions submitted by such Participant.
- 5.4. **No Other Licenses.** The Participants agree that no patent license, immunity or other right is granted under this IPR Policy by any Participant or its Affiliates to any other

Participants, their Affiliates, non-Participants, third parties or to the Corporation, either directly or by implication, estoppel or otherwise, other than the agreements to grant licenses expressly set forth in this IPR Policy.

- 5.5. Transfer of Necessary Claims. Licensing obligations undertakings made pursuant to this IPR Policy shall be interpreted as encumbrances that bind all successors-in-interest, regardless of whether such provisions are included in the relevant transfer documents.

6. Trademarks, Certification Marks and Logos.

- 6.1. Adoption and Licensing of Marks. In the event that the Corporation proposes to adopt any name, logo, trademark, or certification mark (collectively, "Marks") in connection with use of a Final Specification, the Board will establish reasonable conditions for the licensing and use of such Marks, in a fair, transparent, and non-discriminatory manner. The Board may determine whether fees will be required for licensing the Marks. Any certification or other trademark licensing program adopted by the Corporation will be open to any Participant that meets the applicable qualifications.

7. Software.

- 7.1. Software Projects. In connection with a Draft Specification or otherwise, the Corporation may elect to steward a software development project. In such case, the Board will appoint a head maintainer for the project (the "Maintainer"). The Maintainer will coordinate the Contributions of Contributors, the hosting of the software project, and handling of pull requests. The Maintainer will determine practices for releases of updates. The Maintainer will propose a license to apply to the Software. The Board shall approve all such license proposals so long as they meet the requirements of this IPR Policy. If the Maintainer resigns or is removed, the Board will appoint a new Maintainer. The Board may remove a Maintainer by majority vote in accordance with the Bylaws.
- 7.2. Licensing. Each software project may choose either the standard 3-clause BSD license (which may also include a simultaneous patent grant) or a limited copyright-only license. Contributions to a software project by Participants and non-Participants must be made under the CLA and/or the Developer Certificate of Origin (included herein as Appendix B), as determined by the Maintainer at the outset of the creation of such software project.

8. SURVIVAL OF AGREEMENT TO GRANT LICENSE

- 8.1. Notwithstanding the dissolution of the Corporation or a Participant's termination, expiration or withdrawal of its participation in the Corporation (or its withdrawal from a particular Project Group), a Participant or former Participant's agreement to grant a license as provided for herein shall remain in full force and effect for the life of and for (a) any of its Necessary Claims in a Contribution made by such Participant or former Participant (or its Affiliate) that is incorporated into a Final Specification to which such Contribution was offered; (b) any non-contributed Necessary Claims in a Final Specification adopted by the Corporation for which the review period noticed above ended before the effective date of dissolution or

before the effective date of a Participant's termination, expiration or withdrawal of participation; and (c) any Necessary Claims to a Final Specification adopted by the Corporation after the effective date of the Participant's termination, expiration or withdrawal of participation that (i) are necessary for the later-adopted Final Specification to be backwards compatible with the prior Final Specification(s); and (ii) are used in a substantially similar manner and to a substantially similar extent with a substantially similar result as the same Necessary Claims were used in a prior Final Specification for which the former Participant is obligated to grant licenses. In no event is a former Participant obligated to license any additional Necessary Claims under this IPR Policy (and thus, for example, a Participant that withdraws from the Corporation before the end of the review period for a Draft Specification has no obligation to license its non-contributed Necessary Claims in the Final Specification, once adopted). A former Participant shall remain entitled to reciprocity pursuant the Licensing Options above so long as that former Participant remains obligated to license any Necessary Claims under this IPR Policy. This agreement to the survival of reciprocal licensing shall extend to Participants regarding the Final Specification, including entities that become Participants after the effective date of the former Participant's termination, expiration or withdrawal.

- 8.2. Dissolution of the Corporation or a Participant's termination, expiration or withdrawal of its participation in the Corporation (or its withdrawal from a particular Project Group) shall not have any impact on a Participant's or former Participant's licenses with other Participants and their Affiliates that existed prior to such termination, expiration or withdrawal, other than in accordance with the individual terms of such preexisting licenses.

**APPENDIX A
FORM FOR RF EXCLUSION/LICENSING OBJECTION
NOTICE**

**Telecom Infra Project (“TIP”)
RF Exclusion / Licensing Objection Notice**

Please return this Notice via mail, e-mail, to:

Telecom Infra Project Secretary

Tel: _____

Fax: _____

Email: _____

Notice Submission Date: _____

Section 1. Representative Contact Information

Name of TIP Member: _____

Name of Representative submitting this Notice: _____

Representative’s Mailing Address: _____

Representative’s Telephone Number: _____

Representative’s Email Address: _____

Section 2. TIP Draft Specification(s) Provided for Review

Name of Draft Specification(s): _____

Name of Project Group that authored the Draft Specification(s): _____

Section 3. Submitter’s Necessary Claims Exclusion

Pursuant to the TIP Intellectual Property Rights Policy (“IPR Policy”), the Member wishes to exclude the following Necessary Claims (as defined in the IPR Policy) from its licensing commitments under the IPR Policy:

Necessary Claims ___ Licensing Objection ___ Royalty Free Exclusion

1. Patent Title: _____
2. Patent Number/Application Number: _____
3. Claims to be excluded: _____
4. Name of Draft Specification: _____
5. Area in the Draft Specification(s) affected by this Notice (please include the following: soft clause, page number, line number, and any other identifiable

information): _____

Necessary Claims ___ Licensing Objection ___ Royalty Free Exclusion

1. Patent Title: _____
2. Patent Number/Application Number: _____
3. Claims to be excluded: _____
4. Name of Draft Specification: _____
5. Area in the Draft Specification(s) affected by this Notice (please include the following: soft clause, page number, line number, and any other identifiable information): _____

Necessary ___ Licensing Objection ___ Royalty Free Exclusion

1. Patent Title: _____
2. Patent Number/Application Number: _____
3. Claims to be excluded: _____
4. Name of Draft Specification: _____
5. Area in the Draft Specification(s) affected by this Notice (please include the following: soft clause, page number, line number, and any other identifiable information): _____

Any additional Necessary Claims Objections/Exclusions or any other additional information may be provided and should be attached to and reference this Notice.

Section 4. Submitter’s License Commitment

Upon submission to and acknowledged receipt by the Executive Director of the TIP during the Review Period (as defined in the IPR Policy), the Member will grant a reasonable and non-discriminatory license on Necessary Claims subject to any Royalty Free Exclusions above pursuant to the TIP IPR Policy.

Section 5. Signature, Representations, and Acceptance

By signing this Notice, the Representative represents that they are authorized to complete and submit this Notice on behalf of the Member. The Representative represents that the information provided in Section 3 of this Notice does not include a Contribution, as defined in the IPR Policy, contributed by the Member. If the Member becomes aware of any other Necessary Claims not already covered by a Notice and the Review Period is open, then the Member may submit additional Notices consistent with the IPR Policy.

Signature of Representative

Accepted and Agreed to:

Signature of Secretary of Telecom Infra Project

Date Accepted

APPENDIX B

FORM FOR DEVELOPER CERTIFICATE OF ORIGIN

TIP adopts the Developer Certificate of Origin created by the Linux Foundation at version 1.1, which can be found at the website <http://developercertificate.org>. New versions by the Linux Foundation are adopted upon decision by the Board of Directors or its delegate.

The current text of the certificate is as follows:

Developer Certificate of Origin
Version 1.1

Copyright (C) 2004, 2006 The Linux Foundation and its contributors.
660 York Street, Suite 102,
San Francisco, CA 94110 USA

Everyone is permitted to copy and distribute verbatim copies of this license document, but changing it is not allowed.

Developer's Certificate of Origin 1.1

By making a contribution to this project, I certify that:

- (a) The contribution was created in whole or in part by me and I have the right to submit it under the open source license indicated in the file; or
- (b) The contribution is based upon previous work that, to the best of my knowledge, is covered under an appropriate open source license and I have the right under that license to submit that work with modifications, whether created in whole or in part by me, under the same open source license (unless I am permitted to submit under a different license), as indicated in the file; or
- (c) The contribution was provided directly to me by some other person who certified (a), (b) or (c) and I have not modified it.
- (d) I understand and agree that this project and the contribution are public and that a record of the contribution (including all personal information I submit with it, including my sign-off) is maintained indefinitely and may be redistributed consistent with this project or the open source license(s) involved.

APPENDIX C – PROJECT GROUP CHARTER TEMPLATE

Telecom Infra Project: Project Group Charter

Date of Approval by TIP Board of Directors: [To be inserted by TIP]

This Project Group Charter establishes the scope, intellectual property and copyright terms used to develop the materials identified in this Project Group. Only Participants that execute this Working Group Charter will be bound by its terms and be permitted to participate in this Project Group, and shall be considered “Contributors” in the Project Group as defined in the Telecom Infra Project IPR Policy document.

1. Project Group Name. *[Insert Project Group Name]*
2. Purpose. *[Define the problem this Project Group will aim to solve]*
3. Project Group Scope. *[Insert detailed Project Group Scope – should define what is and what is not in the scope of work, and how it can be determined when the work of the Project Group has been completed]*
4. Project Group Deliverables. *[A list of deliverables, with projected completion dates]*
5. Patent Licensing. The patent license for all Contributions, Draft Specifications and Final Specifications within this Project Group shall be: *[Check one box]*
 - RAND License Option, as set forth in Section 5.2.1 of the Telecom Infra Project IPR Policy.
 - Royalty-free License Option, as set forth in Section 5.2.2 of the Telecom Infra Project IPR Policy.
6. Final Deliverable Copyright Licensing. Project Group agrees to grant the following copyright license for the Final Specification: *[Check one box]*
 - Creative Commons Copyright Attribution 4, Each Project Group Contributor agrees that its Contributions are subject to the Creative Commons Attribution 4.0 International license - <http://creativecommons.org/licenses/by/4.0/legalcode>.
 - Full Release of Copyright into the public domain, Each Project Group Contributor agrees to release its Contributions to the public domain and waive all copyrights associated with them.
7. Initial Project Champions. *[List at least three TIP Participants that are willing to support this Project Group]*
8. (Proposed) Chair and/or Co-Chair of Project. *[Insert name, company and job title, and email of proposed Chair and/or Co-Chair of Project Team.]*
9. Participation Criteria. *[What criteria will the Chair and/or Co-Chair use, if any, to determine which TIP members may participate in this Project Group?]*

PARTICIPANT SIGNATURE

Signed name

Print name

Email address

Title

Company Name

Date