Co-operation Agreement between ETSI and SCTE

RATIONALE:

The European Telecommunications Standards Institute ("ETSI") undertakes pre-standardization and standardization activities in areas common to telecommunications, information technology, sound and television broadcasting, and produces European standards (ENs) in the field of telecommunications. ETSI aims to contribute to world-wide standardization at the international level and is the recognized European Standardization Organization for telecommunications.

The Society of Cable Telecommunications Engineers ("SCTE") is a nonprofit professional association dedicated to advancing the careers and serving the industry of telecommunications professionals by providing technical training, certification and standards. SCTE is the only cable telecommunications industry organization accredited by the American National Standards Institute (ANSI) to develop technical standards and provides a neutral forum for professionals to collaborate on standards that lead the way to global compatibility.

OBJECTIVES:

ETSI and SCTE have the common objective to perform and promote, directly or indirectly, international standardization with the aim of contributing to the establishment of a global information infrastructure.

ETSI and SCTE have a reciprocal interest in avoiding duplication of technical work and would both benefit from adopting a complementary approach to the standardization process in the telecommunications domains. ETSI and SCTE have noted the necessity of structuring and strengthening their relationship and fostering a closer co-operation.

PARTNERSHIP ACTIVITIES:

1. ETSI and SCTE may exchange from time to time as they may agree, free of charge, information on programmes of work in areas of mutual interest.

2. Within the agreed work areas specified in Annex 1 hereto (as such Annex 1 may from time to time be amended by the duly authorized representatives of the parties to the present co-operation agreement), copies of working documents and drafts from either party shall be made available royalty-free to the other on request. The dissemination by one party of the documents received from the other party will be strictly limited to the members of SCTE and members of ETSI, and solely for the purpose of technical and/or promotional activities relating to the party's work programme. For all purposes, all copyright, trade secret, patent and other intellectual and industrial rights embodied in these documents, and any copies thereof, remains with the party originating them and extends to all media in which the information may be embodied.

ETSI and SCTE undertake to make every endeavour to use electronic document handling in their exchange of documents.
Within the context of this agreement, a nominated Observer (Liaison in SCTE) from the SCTE Subcommittees to the relevant ETSI Technical Bodies and vice-versa may be permitted when the agenda contains items of mutual interest. In principle, no more than one Observer (Liaison in SCTE) may be allowed in a Committee unless the relevant Chairman agrees.

Observers (Liaisons in SCTE) shall, to the extent permitted by the relevant party's organizational documents, be entitled to participate fully in discussions on relevant work items, and may, to the extent permitted by the relevant party's organizational documents, submit written contributions, but shall have no voting rights.

In order to avoid duplication of technical or planning activities, Observers (Liaisons in SCTE) may submit technical proposals to the Chairperson of the ETSI Technical Body or the SCTE Subcommittee in which they are participating.

ETSI and SCTE may agree in particular cases to incorporate text and graphics from the other in a published document. The source of such material shall be acknowledged, and, for purposes of this agreement and all other purposes, its copyright, trade secret, patent and other intellectual and industrial property rights shall rest with the originating party. The originating party grants the relevant Technical Body/Group a royalty free license to use such material. Any information or other material incorporated by one party shall include all notices and other legends requested by the originating party, including, without limitation, notices and legends related to the inclusion of copyrighted or patented information with the exchanged information.

Upon the entry into force of this Agreement, each Party shall provide the other Party with a written copy of its policy and procedures with respect to claimed intellectual property rights ("IPR Policy"), including but not limited to patents, in the development, approval and use of ETSI and SCTE deliverables, respectively, and shall promptly notify the other Party of any changes to such policy. Each Party shall endeavor to comply with the IPR Policy of the other Party with respect to any matters covered by this Agreement, except when the policy of the other Party conflicts with its own IPR Policy.

This Agreement shall last for three years and may be renewed by mutual consent. It may be renewed upon mutual written consent of both parties when new Rules of Procedure are adopted in either party, or when particular procedures are adopted at world-wide level. It may also be amended upon mutual written consent of both parties in the light of experience and technical developments.

Notwithstanding the foregoing, this Agreement may be terminated by either party upon 90 day’s written notice to the other. Upon any termination or expiration of this Agreement, all the rights granted pursuant to this Agreement shall cease immediately and the parties shall cease from distributing any information received pursuant to this Agreement. Notwithstanding anything in this Agreement or otherwise to the contrary, the provisions of this Agreement related to ownership of rights shall survive any termination or expiration of this Agreement.

Any difficulties arising shall be subject to discussion between the two organizations at the level of the Director-General of ETSI and the President of SCTE.

The Agreement shall not be deemed or construed to be modified, amended or waived, in whole or in part, except by written agreement of both parties. Neither party may assign this Agreement, or any of its rights, obligations or duties hereunder, without the prior written consent of the other party.

All disputes arising in connection with the present agreement, which cannot be solved amicably, shall be finally settled by arbitration in accordance with the Rules of the International Chamber of Commerce (Paris), by one or more arbitrators appointed under the said Rules. Consistent with those rules, the parties agree that if the Claimant or party filing the Request for Arbitration is SCTE, then the arbitration shall be conducted within France and if the Claimant or party filing the Request for Arbitration is ETSI,
the proceedings shall be conducted within 30 miles of Exton, Pennsylvania, United States. The arbitration shall be conducted in the English language. The parties to the arbitration shall attempt to agree on a single arbitrator, but if that is impossible, then each party shall select an arbitrator and the two selected arbitrators shall select a third neutral arbitrator.

The relationship between ETSI and the SCTE shall be that of independent signatories, and nothing in this Agreement shall be construed to constitute either party as an employee, agent or member of the other party. Without limiting the foregoing, neither party shall have authority to act for or to bind the other party in any way, to make representations or warranties or to execute agreements on behalf of the other party, or to represent that it is in any way responsible for the acts or omissions of the other party.

The practical contacts and decisions for the application of this Agreement will be taken by the Director-General of ETSI and the President of SCTE.

Dated: Karl Heinz Rosenbrock
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Dated: John Clark
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### Annex 1

**Mapping of active relationships between SCTE and ETSI**

<table>
<thead>
<tr>
<th>SCTE Standards Subcommittees</th>
<th>ETSI Technical Bodies</th>
<th>Area of Cooperation</th>
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<tbody>
<tr>
<td>DSS (Data Standards Subcommittee)</td>
<td>TC SPAN (Services and Protocol for Advanced Networks) TC AT (Access and Terminals) JTC Broadcast (EBU/CENELEC/ETSI Joint Technical Committee) EP TIPHON (Telecommunications and Internet Protocol Harmonization Over Networks) TC STQ (Speech Processing, Transmission &amp; Quality) EP PLT (PowerLine Telecommunications) TC TM (Transmission &amp; Multiplexing)/ TM 1 WG (Core Networks, fibres and cables) TC TMN (Telecommunications Management Networks) TC SEC (Security)</td>
<td>Cable Communication Systems</td>
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