oneM2M Partnership Agreement

This agreement is made effective this [...] (“the Effective Date”) between the parties executing this agreement (“the Partners”). The Partners have identified the need for a cooperative M2M activity which leads to regularly enhanced releases of M2M Service Layer specifications and have agreed to cooperate in the production of globally applicable, access-independent Technical Specifications and Technical Reports related to M2M Solutions (hereinafter referred to as “oneM2M” or “Partnership”).

Considering that:

1. The Partners recognize that M2M services must rely upon communications for connectivity between the myriad of devices in the field and the M2M application servers. There is a need for a common efficient, easily and widely available M2M Service Layer, which can be readily embedded within various hardware and software. Globally applicable Technical Specifications and Technical Reports related to Machine-to-Machine (M2M) Solutions have potential benefit to end-users, equipment providers, service providers, standard development organizations and others;
2. The ***Partnership*** is established for the preparation, approval, and maintenance of the above mentioned Technical Specifications and Technical Reports;
3. The Partners believe that, for this cooperative effort to be successful there should be the opportunity for broad and equitable participation by all stakeholders in the M2M marketplace, including manufacturers, service providers and end users from all industries.

Further considering that:

1. The ***Partnership*** is characterized by the following attributes:
	1. decision making takes place through a consensus based process at the appropriate levels;
	2. fast approval processes are used to reduce production time for Technical Specifications and Technical Reports from conception to approval;
	3. maximum use of modern (electronic) working methods is made.

The Partners therefore agree to the following:

# 1. Definitions

## 1.1 “Agreement”

The term “Agreement” shall mean the main body of this Agreement (Articles 1 to xx), including all Annexes which are considered as an integral part of this Agreement, and may be amended from time to time in accordance with the terms hereof. In case of any contradiction between the documents forming this Agreement, the provisions in the main body of this Agreement shall prevail.

## 1.2. Technical Specifications and Technical Reports

Technical Specifications and Technical Reports are deliverables developed by the Partnership that are globally applicable, access-independent M2M Solutions with the initial focus on the M2M Service Layer.

## 1.3 Steering Committee

The Steering Committee is the oneM2M entity in charge of providing strategic direction and management to the organization. Among the responsibilities of the Steering Committee are considerations of changes to scope, modifications of working procedures and funding aspects. The Steering Committee will not take part to technical discussions.

## 1.4 Technical Plenary

The Technical Plenary has total responsibility for the technical activities. It is also responsible for the organization of the technical work and it can autonomously decide the creation of sub groups. (Recommended to remove this sentence as it is more appropriate to be included in the WPD. If it is decided to retain this sentence, then need to clarify that chairs of TP and WGs do not have voting rights in the SC.)

## 1.5 Machine-to-Machine Solution

A combination of devices, software and services that operate with little or no human interaction.

## 1.6 Partner, Partnership

The terms “Partner” and “Partnership” are used in this Agreement to express voluntary, mutual cooperation and shall not be construed as requiring a higher degree of duty toward the other entities that are Parties to this Agreement. The Partnership is not to be construed as a legal entity of any sort or by any definition.

The term “Partners” is used in this Agreement to collectively describe “Type 1” and “Type 2” Partners.

## 1.7 oneM2M Participants

The term “oneM2M Participant” refers to oneM2M Partners, Members and Associate Members.

## 1.8 Affiliate

The term Affiliate of a first legal entity means any other legal entity:

* directly or indirectly owning or controlling the first legal entity, or
* under the same direct or indirect ownership or control as the first legal entity, or
* directly or indirectly owned or controlled by the first legal entity.

## 1.9 Partner Type 1

A Partner Type 1 is a legal entity and is any member-based organization that has acknowledged competency in the area of the work and is willing to:

* Provide strategic direction to the organization;
* Encourage its members to participate in the technical work of the organization as oneM2M members;
* Commit itself to the undertakings included in this Partnership Agreement.

## 1.10 Partner Type 2

A Partner Type 2 is a legal entity and is any member-based organization that has acknowledged competency in the area of the work and is capable of and willing to provide strategic direction and technical input to the Partnership. A Partner Type 2 is also willing to commit itself to the undertakings included in this Partnership Agreement.

## 1.11 Members

A oneM2M Member is any organization which is a legal entity, and has an interest the development and/or implementation of oneM2M Technical Specifications and Technical Reports, and that has agreed to abide by the IPR policy of a Partner Type 1 under the responsibility of the specific Partner Type 1 for the purposes of contributing to oneM2M. A oneM2M Member is also willing to commit itself to the undertakings included in this Partnership Agreement.

The list of the Members will be maintained by the Secretariat and visible to all oneM2M Participants.

## 1.12 Associate Members

An Associate Member is any government or regulatory agency that has an interest in the development of oneM2M Technical Specifications and Technical Reports.

The list of the Associate Members will be maintained by the Secretariat and visible to all oneM2M Participants.

# 2 Purpose and Scope of the Partnership

## 2.1 Purpose of the Partnership

The purpose of the ***Partnership*** is to prepare, approve and maintain globally applicable Technical Specifications and Technical Reports related to access-independent M2M Solutions. Such Technical Specifications and Technical Reports will be transposed into appropriate deliverables (e.g., standards).

## 2.2 Scope and Objectives of the Partnership

The Partners have agreed to co-operate in the production and maintenance of globally applicable Technical Specifications and Technical Reports related to M2M Solutions with the initial focus on Service Layer.

Initially, oneM2M shall prepare, approve and maintain the necessary set of Technical Specifications and Technical Reports for:

* Use cases and requirements for a common set of Service Layer capabilities;
* Service Layer aspects with high level and detailed service architecture, in light of an access independent view of end-to-end services;
* Protocols/APIs/standard objects based on this architecture (open interfaces & protocols);
* Security and privacy aspects (authentication, encryption, integrity verification)
* Reachability and discovery of applications;
* Interoperability, including test and conformance specifications;
* Charging aspects (charging data, not billing);
* Identification and naming of devices and applications;
* Information models and data management (including store and subscribe/notify functionality);
* Management aspects (including remote management of entities);
* Common use cases, terminal/module aspects, including Service Layer; interfaces/APIs between:
	+ Application and Service Layers;
	+ Service Layer and communication functions.

# 3 Partner Type 1

## 3.1 Undertakings of Partner Type 1

A Partner Type 1 shall undertake to:

* cease development work that overlaps with the work of oneM2M;
* transfer work that overlaps with the work of oneM2M to oneM2M;
* encourage its members to contribute to the common set of Technical Specifications and Technical Reports and to avoid duplication of work;
* identify as early as possible, any national / regional regulatory requirements that may lead to options within the Technical Specifications and Technical Reports;
* make its IPR Policy available for consideration for compatibility by the other Partners;
* maintain, and make available to the other Partners and to the secretariat, a list of Members that it admits to participate in the technical work of oneM2M. Such admittance shall require that the Member has agreed to abide by the IPR Policy of the Partner 1;
* convert / transpose / publish all relevant Technical Specifications and Technical Reports resulting from the work in oneM2M into its own relevant deliverables through its normal processes. To avoid unnecessary duplication, Type 1 Partners in the same geographic region may coordinate the conversion / transposition / publication of relevant Technical Specifications and Technical Reports in that region;
* contribute to the operation of oneM2M.

## 3.2 Rights of Partner Type 1

Partner Type 1 has the right to:

* attend, participate and vote in the Steering Committee.
* admit organizations as Members to facilitate the technical work of oneM2M;
* attend meetings of the Technical Plenary and its sub-groups.

# 4 Partner Type 2

## 4.1 Undertakings of Partner Type 2

A Partner Type 2 shall undertake to:

* contribute to the common set of Technical Specifications and Technical Reports representing input from its members that are not also Members of oneM2M;
* adopt the oneM2M Technical Specifications and Technical Report;
* identify as early as possible, any national / regional regulatory requirements that may lead to options within the Technical Specifications and Technical Reports;
* make its IPR Policy available for consideration for compatibility by the other Partners or provide written assurance that:

(i) its oneM2M contributions are made in accordance with a Partner Type 1 IPR Policy;

(ii) its members are bound by such an IPR policy relative to any oneM2M contributions;

* contribute to the operation of oneM2M.

## 4.2 Rights of Partner Type 2

A Partner Type 2 has the right to:

* attend, participate and vote in the Steering Committee;
* attend, participate and vote in meetings of the Technical Plenary and its sub-groups, as appropriate;

# 5 Member

## 5.1 Undertakings of Member

A Member shall undertake to:

* agree to abide by the IPR policy of a specific Partner Type 1;
* contribute to the common set of Technical Specifications and Technical Reports;
* contribute to the operation of oneM2M via their specific Partner Type 1.

## 5.2 Rights of Member

A Member has the right to:

* attend the Steering Committee, with 1 delegate;
* attend, participate and vote in meetings of the Technical Plenary and its sub-groups, as appropriate;
* In the case where an organization and its Affiliates are admitted as a oneM2M Members, the organization and its Affiliates can cast only one vote per admitting Partner Type 1 at each voting event.

# 6 Associate Member

## 6.1 Undertakings of Associate Member

* An Associate Member has no specific undertakings in oneM2M.

## 6.2 Rights of Associate Member

An Associate Member has the right to:

* attend and provide input to meetings of the Technical Plenary and its sub-groups. However such input shall be limited to clarifications regarding regulatory matters and informational contributions.

# 7. Intellectual Property

## 7.1 Joint Copyright.

The Partners Type 1 shall jointly own all copyrights on the Technical Specifications, Technical Reports and other documents approved within oneM2M arising from this Agreement. Nothing in this Agreement shall prevent a Partner Type 1 from distributing Technical Specifications and Technical Reports approved within oneM2M in whatever manner the Partner Type 1 may deem appropriate.

## 7.2 Use of Other oneM2M Participant Trademarks/Logos.

The holding of Joint Copyright in the documents shall not require the use of the trademarks or logos of the other Partners or other oneM2M participants. No oneM2M participant may use the trademark(s) or logo(s) of any other participant without that participant’s express written permission.

## 7.3 Joint Trademarks.

The Partners Type 1 may jointly agree that certain trademarks and/or logos should be developed and managed by the Partners Type 1. The management of such marks or logos shall be done in accordance with the oneM2M trademark guidelines. No Partner Type 1 shall have the exclusive right to use license or register any such marks or logos in any jurisdiction without the express written consent of the other Partners Type 1.

## 7.4 Intellectual Property Rights Policies.

Partners Type 1 shall make their IPR policies publicly available. If a Type 1 Partner changes its IPR policy, the Partner shall promptly notify the oneM2M Steering Committee. Type 1 Partners shall require their respective members to follow respective Partner’s IPR policies when participating in oneM2M. Partners Type 1 shall encourage their respective members to grant licenses for essential IPR on fair, reasonable terms and conditions and on a non-discriminatory basis.

# 8 Joining the Partnership

Additional partners to oneM2M will be sought for inclusion in the work of oneM2M and accepted to the Partnership by the affirmative vote of a majority of Steering Committee members.

# 9 Term and withdrawal

## 9.1 Term

This Agreement shall enter into force on the Effective Date and shall remain effective until the date of dissolution of oneM2M.

## 9.2 Withdrawal from oneM2M

## 9.2.1 Notice

If a Partner desires to withdraw from oneM2M, it shall give six (6) months written notice to the other Partners. The Agreement shall automatically terminate with regards to that Partner once the notice has elapsed (“Withdrawal Date”). The withdrawal by one or more Partners from oneM2M shall not affect the continuation of the Agreement amongst the other Partners.

## 9.2.2 Effect of Withdrawal From oneM2M

Upon withdrawal by a Partner the withdrawing Partner shall cease to participate in the work of oneM2M and to contribute to the costs of the operation of oneM2M on a going forward basis, it being provided however that termination of this Agreement:

* + 1. shall be without prejudice to any rights or obligations which shall have accrued or become due prior to the Withdrawal Date. The withdrawing Partner shall remain bound to duly perform and complete any and all obligations which shall have arisen out of or in connection with this Agreement prior to the withdrawal.
		2. shall not prejudice the rights or remedies which any party may have in respect of the terms of this Agreement prior to the Withdrawal Date.
		3. No Partner shall assume Goodwill of oneM2M for its own purposes upon withdrawal from this Agreement.
		4. the copyright in Technical Specifications and Technical Reports arising from this Agreement prior to withdrawal from this Agreement shall remain jointly owned by the Partners. All Partners shall have copyright in the complete body of work developed by oneM2M prior to and during the Partner’s membership.
		5. The withdrawing Partner shall be presented with an estimate of any funds then owed or to be returned by the Secretariat on a pro rata basis starting with the start of the project’s fiscal year until the Withdrawal Date.

## 9.3 Dissolution

The Partners Type 1 may decide by consensus to dissolve oneM2M on a date designated by the Partners.

 In the event of a voluntary dissolution of oneM2M, the Partners Type 1 shall determine the terms of the dissolution by consensus and agree that:

* + - 1. any amounts invoiced for the operation of oneM2M which have not yet been paid by any Partner shall be paid to by such Partner(s) and
			2. the Partners shall, prior to the date of dissolution of oneM2M, agree on recommendations concerning the maintenance of Technical Specifications and Technical Reports produced by oneM2M.

 All issues shall be documented and distributed at least sixty (60) days in advance of the dissolution.

# 10 Dispute Settlement

* + 1. The Agreement shall be governed by and construed in accordance with the laws of [United Kindgdom?...], exclusive of its conflict rules.
		2. In all cases wherein a dispute arises, the Partners agree to resolve disputes amicably and in a way to minimize disruption to the normal day-to-day activities of the Partnership. The Partners further agree to the following:
		3. When discussions between the primary staff of the Partners fail to resolve the dispute, the Chief Executive of each Partner will meet face-to-face and negotiate in good faith to resolve the dispute.
		4. All disputes shall be finally settled in accordance with The Rules of Arbitration of the International Chamber of Commerce, by a sole arbitrator appointed in accordance with the said Rules. The law applicable to the arbitration procedure shall be the law governing this Agreement, as set forth in Section 10 a). English language shall be used throughout the arbitration. The arbitrator shall be fluent in written and spoken English.
		5. This Agreement will remain in force without interruption of services or payments during dispute resolution.

# 11 Participation in Other Standardization Activities

Nothing in this Agreement shall be construed as preventing oneM2M participants from participating in any partnership projects, industry forums or other standardization activities even if such activities are closely related to the work arising from this Agreement. oneM2M participants are encouraged to provide reports on those activities and work toward harmonization with oneM2M specifications whenever possible.

# 12 Miscellaneous

## 12.1 Entire Agreement of the Partners

 This Agreement constitutes the entire agreement between the Partners with respect to the subject matter and supersedes and cancels all prior commitments, undertakings, and agreements, whether oral or written, between the Partners with respect to or in connection with the subject matter.

## 12.2 Amendments

No amendment to this Agreement shall be valid or binding upon the Partners unless made in writing and signed on behalf of all Partners by their respective duly authorized representatives. The present Agreement may only be modified by consensus amongst the Partners. The Partners shall be given at least 30 days written notice of the proposed modifications.

## 12.3 Assignment

No Partner may assign its rights and obligations hereunder to any third party without the prior express written approval of the other Partners.

## 12.4 Binding Agreement

The provisions of the Agreement shall be binding upon and shall inure to the benefit of the Partners hereto, their successors and assigns.

## 12.5 Severability

 If any provision of this Agreement is deemed void or unenforceable due to applicable law, it shall be deemed deleted and the remaining provisions shall remain in full force and effect. In such a case, the Partners undertake to replace the invalid provision by a valid provision coming as close as possible to the economic purpose and intent of the invalid provision.

## 12.6 Relationship

The Partners are independent contractors and nothing contained in this Agreement shall be construed to grant to either Partner the right to make commitments of any kind for or on behalf of the other Partner without the prior written consent of the other Partner, unless otherwise provided. No other relationship is intended, implied, or authorized, including without limitation that of joint venture, employer- employee, lessor-lessee, principal-agent, or seller-purchaser.

## 12.7 Waiver

Failure by either Partner to enforce at any time any of his rights hereunder or otherwise shall not be deemed a waiver of future enforcement of such rights or any other rights.

IN WITNESS WHEREOF, the Partners hereto, through their duly authorized representatives, have entered into this Agreement as of the Effective Date.

Executed in 7 originals

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