

3GPP1 TSG (Common meeting) Tdoc TSG#1(98)040
Sophia Antipolis 7-8/12/98

Doc For	TSG SA	TSG CN	TSG RAN	TSG T
Decision				
Discussion				
Information	X	X	X	X

Source: ARIB/ETSI/T1/TTA/TT

Subject: Third Generation Partnership Project Agreement

Agenda item: 3

The Officially recognized Standardization Organizations have agreed to work collaboratively for the production of Third Generation Mobile System specifications. The means for this collaborative activity has been provided in the form of a Partnership Project. The Partners in the Partnership Project are signatories to this Third Generation Partnership Project Agreement.

The Third Generation Partnership Project Agreement is attached

Third Generation Partnership Project Agreement

Officially recognized Standardization Organizations have agreed to work collaboratively for the production of Third Generation Mobile System specifications. The means for this collaborative activity has been provided in the form of a Partnership Project. The Partners in the Partnership Project are signatories to this Third Generation Partnership Project Agreement, hereinafter referred to as the Agreement.

CONSIDERING THAT:

- The Partners have agreed to co-operate in the production of globally applicable Technical Specifications and Technical Reports for a 3rd Generation Mobile System based on evolved GSM core networks and the radio access technologies that they support (i.e., Universal Terrestrial Radio Access (UTRA) both Frequency Division Duplex (FDD) and Time Division Duplex (TDD) modes).
- 3GPP is established for the preparation, approval, and maintenance of the above mentioned Technical Specifications and Technical Reports.
- 3GPP is not to be construed as a legal entity.

FURTHER CONSIDERING THAT:

The 3GPP partnership is characterized by the following attributes:

- uses minimum production time for Technical Specifications and Technical Reports from conception to approval;
- uses fast, electronic based approval processes;
- makes maximum use of modern (electronic) working methods; and
- ensures that decision making takes place at the lowest appropriate levels.

THE PARTNERS THEREFORE AGREE TO THE FOLLOWING:

1 DEFINITIONS

1.1 3GPP

The acronym "3GPP" shall mean the Third Generation Partnership Project.

1.2 Organizational Partner

An Organizational Partner is any open Standardization Organization, irrespective of geographical location, which has:

- a national, regional or other officially recognized status and the capability and authority to define, publish and set standards within the 3GPP scope, in that nation or region;
- committed itself to all or part of the 3GPP scope; and
- signed this Agreement.

1.3 Market Representation Partner

A Market Representation Partner is any organization which has been invited by the Organizational Partners to take part in 3GPP, irrespective of geographical location, which:

- has the ability to offer advice to 3GPP and to bring into 3GPP a consensus view of market requirements (e.g., services, features and functionality) falling within the 3GPP scope;
- does not have the capability and authority to define, publish and set standards within the 3GPP scope, nationally or regionally;
- has committed itself to all or part of the 3GPP scope; and
- has signed this Agreement.

1.4 Partners

The term "Partners" shall be used in this Agreement to describe Organizational Partners and Market Representation Partners when referred to collectively.

2 GENERAL

2.1 Purpose of 3GPP

The purpose of 3GPP is to prepare, approve and maintain globally applicable Technical Specifications and Technical Reports for a 3rd Generation Mobile System based on the evolved GSM core networks, and the radio access technologies supported by the Partners (i.e., UTRA both FDD and TDD modes), to be transposed by the Organizational Partners into appropriate deliverables (e.g., standards).

2.2 Structure of 3GPP

3GPP shall consist of:

- A Project Co-ordination Group (PCG); and
- Technical Specification Groups (TSGs).

The Technical Specification Groups may establish Working Groups if required.

The Organizational Partners of 3GPP shall hold regular meetings.

The Organizational Partners may decide to call a meeting of the full 3GPP membership if required.

2.3 Scope and objectives of 3GPP.

Initially, 3GPP shall prepare, approve and maintain the necessary set of Technical Specifications and Technical Reports for the first phase of a 3rd Generation Mobile System including:

- UTRAN (including UTRA; W-CDMA in Frequency Division Duplex (FDD) mode and TD-CDMA in Time Division Duplex (TDD) mode);
- 3GPP Core Network (Third Generation networking capabilities evolved from GSM . These capabilities include mobility management and global roaming);
- Terminals for access to the above (including specifications for a UIM); and
- System and service aspects.

The Technical Specifications and Technical Reports shall be developed in view of global roaming and circulation of terminals.

The set of 3GPP Technical Specifications and Technical Reports for the first phase of the 3GPP core network and the specifications for the GSM core network should be common to the greatest extent possible and should not be unnecessarily different.

The results of the 3GPP work shall form the basis of member contributions to the ITU in accordance with existing procedures.

3GPP shall take account of emerging ITU recommendations on interworking between IMT-2000 family members.

In the framework of agreed relationships, the 3GPP Technical Specifications and Technical Reports will form the basis of standards, or parts of standards, of the Organizational Partners.

2.4 Additional documentation applicable to 3GPP

The following additional documentation form part of 3GPP:

- the Third Generation Partnership Project Description; and
- the Third Generation Partnership Project Working Procedures.

3 ORGANIZATIONAL PARTNERS

3.1 Undertakings of Organizational Partners.

The Organizational Partners shall undertake to:

- encourage their members to contribute to the common set of Technical Specifications and Technical Reports and to avoid duplication of work;
- convert / transpose / adopt all relevant Technical Specifications and Technical Reports resulting from 3GPP into their own relevant deliverables through their normal processes;
- identify as early as possible, any national / regional regulatory requirements that may lead to options within the Technical Specifications and Technical Reports;
- make their IPR Policy available for consideration by the other Organizational Partners;
- encourage that their IPR Policies are respected by their members (i.e., encourage their members to declare at the earliest opportunity any Intellectual Property Rights which they may have and believe to be essential, or potentially essential, to any ongoing work within 3GPP);
- encourage their respective members to declare their willingness to grant licences on fair, reasonable terms and conditions on a non discriminatory basis, and consistent with their IPR Policy; and
- contribute to the resources necessary for the operation of 3GPP.

3.2 Rights of the Organizational Partners

3.2.1 Participation in the 3GPP work

Organizational Partners have the right to participate in the work of the Project Co-ordination Group.

Organizational Partners have the right to participate in the work of the Technical Specification Groups.

Members of Organizational Partners (Individual Members) have the right to participate in the work of the Technical Specification Groups. They shall act in their own right and shall carry the full responsibility for their contributions.

3.2.2 Joint Copyright

The Organizational Partners shall jointly own copyright on the Technical Specifications and Technical Reports approved by 3GPP. For candidate Organizational Partners, their copyright on work already ongoing or completed within 3GPP shall be decided by the Organizational Partners on a case-by-case basis.

4 MARKET REPRESENTATION PARTNERS

4.1 Undertakings of the Market Representation Partners.

The Market Representation Partners shall undertake to:

- commit themselves to the promotion of 3GPP;
- encourage their members to contribute to the common objectives of the 3GPP and to avoid duplication of work;
- offer advice to 3GPP and to bring into 3GPP a consensus view of market requirements (e.g., services, features and functionality) falling within the 3GPP scope; and
- define the 3GPP system and service scenarios;

4.2 Rights of the Market Representation Partners

4.2.1 Participation in the 3GPP work

Market Representation Partners have the right to participate in the work of the Project Co-ordination Group.

Market Representation Partners have the right to participate in the work of the Technical Specification Groups.

5 MODIFICATIONS

The present Agreement may only be modified by consensus agreement amongst the signatories. The signatories shall be given at least 30 days written notice of the proposed modifications. Any assignment of rights (e.g., participation, copyright ownership) under this Agreement shall be considered as a modification to this Agreement.

6 TERMINATION

If a Partner desires to withdraw from 3GPP it shall give 6 months written notice.

7 DURATION

This Agreement shall remain valid until the Organizational Partners decide otherwise.

8 DISSOLUTION

In the event of a voluntary dissolution of 3GPP, the Organizational Partners shall determine the terms of dissolution by consensus. All issues shall be documented and distributed at least 30 days in advance of the agreement.

9 DISPUTE SETTLEMENT

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

10 ADDITIONAL PARTNERSHIPS

Partnership in 3GPP, as defined in the definition section and in clauses 3 and 4 of the present Agreement, is open to organizations irrespective of their geographical location.

Any additional Partnership in 3GPP 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 Partner and the Date of signature shall be annexed to this Agreement.

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

11 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:

<p style="text-align: center;">ARIB</p> <p>Mr Hiroshi Furukawa Senior Managing Director ARIB Association of Radio Industries and Businesses Nittochi Building 14F, 1-4-1 Kasumigaseki Chiyoda-ku, Tokyo 100-0013 JAPAN</p> <p>Signature</p> <p>Date 4 December 1998</p>	<p style="text-align: center;">ETSI</p> <p>Mr Karl Heinz Rosenbrock Director General ETSI European Telecommunication Standards Institute 650, route des Lucioles F-06921 Sophia Antipolis Cedex FRANCE</p> <p>Signature</p> <p>Date 4 December 1998</p>
<p style="text-align: center;">T1</p> <p>Dr Asok Chatterjee Head of T1 3GPP delegation as authorized by Mr Gerald Peterson, Committee T1 Chairman T1 Secretariat 1200 G Street NW, Suite 500 Washington, DC USA</p> <p>Signature</p> <p>Date 4 December 1998</p>	<p style="text-align: center;">TTA</p> <p>Dr Kyu-Jin Wee Chairman SC-7 TTA Telecommunications Technology Association 13th Floor Sejongro Daewoo Building 167 Naesoo-dong chongro Seoul KOREA</p> <p>Signature</p> <p>Date 4 December 1998</p>
<p style="text-align: center;">TTC</p> <p>Mr Nobuhiro Horisaki Executive Managing Director TTC Telecommunications Technology Committee 1-2-11, Hamamatsu-cho, Minato-ku, Tokyo, 105-0013 JAPAN</p> <p>Signature</p> <p>Date 4 December 1998</p>	

Executed in 5 originals