

oneM2M Partnership Agreement

This agreement is made effective this 24th day of July, 2012, (“the Effective Date”) between the Parties executing this agreement (hereinafter the “Parties”). The Parties 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 Parties 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; and
- 3) The Parties 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:
 - a) Decision making takes place through a consensus-based process at the appropriate levels;
 - b) Fast approval processes are used to reduce production time for Technical Specifications and Technical Reports from conception to approval; and
 - c) Modern (electronic) working methods are used as fully as possible.

The Parties therefore agree to the following:

1. Definitions

1.1 Agreement

The term “Agreement” shall mean the main body of this Agreement (Articles 1 to 12), including all Annexes, which are considered 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 has total responsibility for providing strategic direction and management to the organization. Among the responsibilities of the Steering Committee are the review and approval of changes to the Partnership's scope, modifications of the working procedures, and Partnership funding and budget. The Steering Committee will not take part in technical discussions.

1.4 *Technical Plenary*

The Technical Plenary has total responsibility for the oneM2M technical activities. It is also responsible for the organization of the technical work and it can autonomously create sub groups.

1.5 *Machine-to-Machine Solution*

A Machine-to-Machine Solution is 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 Partners Type 1 and Partners Type 2.

1.7 *oneM2M Participants*

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

1.8 *Affiliate*

An Affiliate of a first legal entity means any other legal entity which controls, is controlled by, or is under common control with such a first legal entity but any such legal entity shall be deemed to be an Affiliate only as long as such control exists, and for the purposes of this definition, "control" shall mean direct or indirect ownership of more than fifty percent (50%) of the voting power, capital or other securities of the controlled or commonly controlled 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 Partnership;
- Encourage its members to participate in the technical work of the Partnership as oneM2M Members; and

- Commit itself to the undertakings included in this 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; and
- Commit itself to the undertakings included in this Agreement.

1.11 Members

A oneM2M Member:

- Is any organization which is a legal entity and admitted through a specific Partner Type 1;
- Has an interest in the development and/or implementation of oneM2M Technical Specifications and Technical Reports;
- Has agreed to abide by the IPR Policy of the specific Partner Type 1; and
- Is willing to commit itself to the undertakings included in this 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. It is expected that 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 agree 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;
- Collection of data for charging records (to be used for billing and statistical purposes);
- 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); and
- 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 a Partner Type 1

A Partner Type 1 shall undertake all the following:

- Avoid development of work that overlaps with the work of oneM2M, preventing fragmentation of the standardization of a global M2M solution;
- Submit for potential transfer, work that overlaps with the work of oneM2M as a contribution to oneM2M. Complementary work may be referenced by 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 Type 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, Partners Type 1 in the same geographic region may coordinate the conversion/transposition/publication of relevant Technical Specifications and Technical Reports in that region; and

- Contribute to the operation of oneM2M.

3.2 *Rights of a Partner Type 1*

Partner Type 1 has the right to:

- Attend, participate and vote in meetings of the Steering Committee;
- Admit organizations as oneM2M Members to facilitate the technical work of the Partnership; and
- Attend meetings of the Technical Plenary and its subgroups.

4 Partner Type 2

4.1 *Undertakings of a Partner Type 2*

A Partner Type 2 shall undertake all the following:

- Contribute to the common set of Technical Specifications and Technical Reports;
- Encourage early adoption of oneM2M Technical Specifications and Technical Reports;
- 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:
 - a) its oneM2M contributions are made in accordance with a Partner Type 1 IPR Policy; and
 - b) its members are bound by such an IPR Policy relative to any oneM2M contributions;
- Contribute to the operation of oneM2M.

4.2 *Rights of a Partner Type 2*

A Partner Type 2 has the right to:

- Attend, participate and vote in meetings of the Steering Committee; and
- Attend, participate and vote in meetings of the Technical Plenary and its subgroups.

5 Member

5.1 *Undertakings of a Member*

A Member shall undertake to all the following points:

- Abide by the IPR Policy of a specific Partner Type 1;
- Contribute to the common set of Technical Specifications and Technical Reports; and
- Contribute to the operation of oneM2M via their specific Partner Type 1.

5.2 *Rights of a Member*

A Member has the right to:

- Attend the meetings of the Steering Committee;
- Attend and participate in meetings of the Technical Plenary and its subgroups;
- Vote in meetings of the Technical Plenary and its subgroups, as appropriate, and
- Have one vote per admitting Partner Type 1. If an organization and one or more of its Affiliates are admitted as oneM2M Members by a specific Partner Type 1, the organization and its Affiliates may cast only one vote per admitting Partner Type 1 at each voting event.

6 Associate Member

6.1 *Undertakings of a Associate Member*

An Associate Member is not obligated to specific undertakings in oneM2M.

6.2 *Rights of Associate a Member*

An Associate Member has the right to attend and provide input to meetings of the Technical Plenary and its subgroups. However, such input shall be limited to clarifications regarding regulatory matters and informational contributions.

7. Intellectual Property

7.1 *Joint Copyright*

Partners Type 1 shall jointly own all copyrights on the Technical Specifications and Technical Reports 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 deems appropriate.

7.2 *Use of Other oneM2M Participant Trademarks/Logos*

The holding of Joint Copyright in oneM2M Technical Specifications and Technical Reports shall not require the use of the trademarks or logos of any 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 Logos should be developed, managed and registered by the Partners Type 1 in their respective jurisdictions. If there is more than one Partner Type 1 in the same jurisdiction, the management and registration of the Trademarks and Logos should be coordinated.

Each Partner Type 1 shall have the non exclusive right to use any of such Trademarks and Logos in any jurisdiction where such Trademarks and Logos are registered, without the written consent of the other Type 1 Partners.

7.4 Intellectual Property Rights Policies

Partners shall make their IPR Policies available to the other Partners. If a Partner changes its IPR Policy, the Partner shall promptly notify the oneM2M Steering Committee.

Further guidance on the IPR principles of oneM2M can be found in Annex 1 of this Agreement.

7.5 Technical Contributions

In order to allow the development and dissemination of oneM2M Technical Specifications and Technical Reports, it is necessary that each Partner Type 2 and oneM2M member contributing to the technical work of oneM2M grant a perpetual, worldwide, royalty-free, non-exclusive license to: (i) incorporate text, graphics or other material whether oral or written from the contributed material in oneM2M Technical Specifications and Technical Reports; and (ii) publish the contributed material in Technical Specifications and Technical Reports and in the resulting Partners Type 1 deliverables, which may include translation or derivative thereof.

8 Joining the Partnership

Additional Partners will be sought for inclusion in the work of oneM2M and accepted to the Partnership subject to the approval of the Steering Committee, as further described in the oneM2M Working Procedures.

9 Term, Withdrawal and Dissolution

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 the Withdrawal Date, the withdrawing Partner shall cease to participate in the work of oneM2M and to contribute to the costs of the operation of oneM2M.

Termination of this Agreement:

- 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 withdrawal; and

- Shall not prejudice the rights or remedies which any party may have with respect to the terms of this Agreement prior to Withdrawal Date.

No Partner shall assume goodwill of oneM2M for its own purposes upon withdrawal from this Agreement.

The copyright of Technical Specifications and Technical Reports arising from this Agreement prior to withdrawal shall remain jointly owned by the Partners Type 1. All Partners Type 1 shall have copyrights to the complete body of work developed by oneM2M prior to and during the Partner's membership.

The Secretariat shall present the withdrawing Partner with an estimate of any funds then owed by that Partner or to be returned to that Partner on a pro rata basis starting with the Partnership's fiscal year and ending on Withdrawal Date.

When a Partner Type 1 withdraws from oneM2M, all the oneM2M Members admitted by that Partner Type 1 will lose their corresponding oneM2M membership.

9.3 ***Dissolution***

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

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 any amounts invoiced for the operation of oneM2M which have not yet been paid by any Partner shall become due; and
- Prior to the date of dissolution, on recommendations concerning the maintenance of Technical Specifications and Technical Reports produced by oneM2M.

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

10 **Dispute Settlement**

10.1 ***Governing Law***

The Agreement shall be governed by and construed in accordance with the laws of United Kingdom exclusive of its conflict rules.

This Agreement is personal to the Parties. It does not expressly or implicitly provide any third party (save for the Parties' permitted successors and assignees) with any remedy, claim, liability, reimbursement, cause of action or other right or privilege. The effect of the UK Contract (Rights of Third Parties) Act 1999 is expressly excluded.

10.2 ***Resolution Process***

In all cases wherein a dispute arises, the Partners agree to resolve disputes amicably and with minimal disruption to the normal day-to-day activities of the Partnership.

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 a resolution in good faith.

10.3 *Arbitration*

All disputes that cannot be resolved through the processes described in 10.2 shall be settled in accordance with The Rules of Arbitration of the International Chamber of Commerce by a sole arbitrator or by three arbitrators appointed in accordance with said Rules. The law applicable to the arbitration procedure shall be the law governing this Agreement, as set forth in Section 10.1. The English language shall be used throughout the arbitration. The arbitrator shall be fluent in written and spoken English.

10.4 *Non-Interruption*

This Agreement will remain in force without interruption of services or payments during dispute resolution.

11 *Participation in Other Standardization Activities*

Without prejudice to section 3.1, 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 of Machine-to-Machine Solutions whenever possible.

12 *Miscellaneous*

12.1 *Entire Agreement of the Partners*

This Agreement constitutes the entire agreement between the Partners with respect to 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 Partners Type 1. The Partners shall be given at least thirty (30) days written notice of any proposed modifications.

12.3 *Assignment*

No Partner may assign its rights and/or obligations hereunder to any third party without the prior express written approval of all 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 any Partner the right to make commitments of any kind for or on behalf of other Partner(s) without the prior written consent of the other Partner(s), unless otherwise provided in this Agreement. No other relationship is intended, implied, or authorized, including, and without limitation, that of joint venture, employer-employee, lessor-lessee, principal-agent, or seller-purchaser.

12.7 Waiver

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

Annex 1 Intellectual Property Rights (IPR) Principles Governing oneM2M Work

1 Introduction

All Partners of oneM2M have IPR policies that are consistent with the following intellectual property rights principles, and through this Agreement all the Partners agree to the following with regard to work conducted in and through the Partnership. Nothing in this agreement shall modify the IPR Policies of any Partner of oneM2M. For the avoidance of doubt, "IPR" shall mean any intellectual property right conferred by statute law including patents and published patents applications.

2 General Principles

All the Partners have the objective, within oneM2M, to create Technical Specifications and Technical Reports that are based on solutions which best meet the technical objectives of oneM2M. All the Partners Type 1 of oneM2M have IPR policies that support a FRAND IPR regime. The IPR policies of each of the Partners Type 1 of one M2M also recognize the importance of respecting the rights of owners of essential/potentially essential IPRs. Thus, the IPR policies seek to balance such rights with the ability of implementers to access essential IPRs under Fair, Reasonable and Non-Discriminatory (FRAND) terms and conditions.

Consistent with the foregoing general principles, the following shall apply to the operations of oneM2M.

3 Disclosure of essential IPRs in oneM2M and licensing declarations

3.1 Each oneM2M Member shall be required to comply with the disclosure obligations of that admitting Partner's IPR policies, procedures and guidelines with respect to IPRs that are or may be essential to Technical Specifications and/or Technical Reports developed in

oneM2M. If a Member engages in oneM2M activities through more than one Partner, then the Member shall be required to comply with the IPR policies, procedures and guidelines of all Partners which have admitted such a Member.

3.2 Each oneM2M Partner Type 2 shall be required to comply with the disclosure obligations of either:

- a. that Partner Type 2's IPR policies, procedures and guidelines, if use of that policy is agreed at the time of entering into the oneM2M Partnership, or;
- b. a oneM2M Partner Type 1's IPR policy,

with respect to IPRs that are or may be essential to Technical Specifications and/or Technical Reports developed in oneM2M.

3.3 Disclosures pursuant to Section 3.1 and 3.2 above and/or licensing declarations shall be made by using the respective applicable IPR procedure(s) of the oneM2M Partner(s).

4 Availability of Licenses

4.1 Each oneM2M Member who engages in oneM2M activities through its membership in a Partner shall be required to comply with that Partner Type 1's IPR policies, procedures and guidelines with respect to the availability of licenses for IPR(s) that are or may be essential to implement Technical Specifications and/or Technical Reports developed in oneM2M. If a oneM2M Member engages in oneM2M activities through more than one Partner, then the Member shall be required to comply with the IPR policies, procedures and guidelines of all Partners which have admitted such a Member.

4.2 In the event that an essential IPR is not made available pursuant to section 4.1 above, the matter shall be referred to the oneM2M Steering Committee to determine whether and under what circumstances work on the relevant Technical Specification/ Technical Report should continue.

5 Licensing terms

In no instance shall the Partners direct, establish or set licensing terms with respect to IPRs.

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

<p align="center">Alliance for Telecommunications Industry Solutions (ATIS)</p> <p>Ms. Susan Miller President & CEO ATIS 1200 G Street, NW, Suite 500 Washington, DC 20005 USA</p> <hr/> <p align="right"><i>Signature</i> 24 July 2012</p>	<p align="center">Association of Radio Industries and Businesses (ARIB)</p> <p>Mr. Masayoshi Wakao Senior Managing Director & Secretary-General ARIB 1-4-1, Kasumigaseki, Chiyoda-ku Tokyo, 100-0013 JAPAN</p> <hr/> <p align="right"><i>Signature</i> 24 July 2012</p>
<p align="center">China Communications Standards Association (CCSA)</p> <p>Mr. Zemin Yang Secretary-General CCSA 52# HuaYuanBei Road, Haidian District Beijing, China 100191 CHINA</p> <hr/> <p align="right"><i>Signature</i> 24 July 2012</p>	<p align="center">European Telecommunications Standards Institute (ETSI)</p> <p>Mr. Luis Jorge Romero Saro Director General ETSI 650 route des Lucioles 06921 Sophia Antipolis Cedex FRANCE</p> <hr/> <p align="right"><i>Signature</i> 24 July 2012</p>
<p align="center">Telecommunication Technology Committee (TTC)</p> <p>Dr. Yukio Yamanaka Director General of Inter-Industry Innovation Center (I3C) TTC Shiba kouen Denki Building, 1-1-12 Shiba kouen, Minato-ku, Tokyo 105-0011 JAPAN</p> <hr/> <p align="right"><i>Signature</i> 24 July 2012</p>	<p align="center">Telecommunications Industry Association (TIA)</p> <p>Mr. Grant Seiffert President TIA 2500 Wilson Boulevard, Suite 300 Arlington, VA 22201 USA</p> <hr/> <p align="right"><i>Signature</i> 24 July 2012</p>

<p align="center">Telecommunications Technology Association (TTA)</p> <p>Mr. Keun Hyeob Lee President TTA 267-2 Seohyeon-dong, Bundang-gu, Seongnam-city, Gyeonggi-do, Korea 463-824 KOREA</p> <hr/> <p align="right"><i>Signature</i> 24 July 2012</p>
