

Source: ETSI Director-General

Title: ETSI-HGI amended Co-operation Agreement and PAS Supplement

Agenda item: 7.1

Document for:

Decision	X
Discussion	
Information	

Late submission	
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1 Decision/action requested

The Board is invited to:

- Endorse the amended ETSI-HGI Co-operation Agreement to include the PAS Supplement clause
- Endorse the ETSI-HGI PAS Supplement.

2 References

ETSI/BOARD(14)99_031 Renewal of the Co-operation Agreement with HGI
ETSI/BOARD(14)99_032 Cost & benefit Analysis for the renewal of the Co-operation Agreement with HGI

ETSI-HGI Co-operation Agreement web page:

<https://portal.etsi.org/webapp/AgreementView/AgreementDetail.asp?AgrID=153>

[ETSI Directives](#) - Technical Working Procedures, Article 1.8.1 *Partnerships*, including Article 1.8.1.2.3 *PAS Supplement*.

3 Rationale

Background

The Home Gateway Initiative (HGI) plans to complete its current work by mid-2016 and bring the organization to a close.

The HGI's chairman Luca Giacomello has approached the ETSI Director-General (see Schedule 1 *HGI declaration letter*) for the purpose of using ETSI's PAS (Publicly Available Specifications) process for adopting three HGI's deliverables as ETSI Technical Specifications. The Schedule 2 *HGI PAS submission form* contains details about HGI and the three specifications to be submitted.

In order to follow the PAS route, the Partner in question needs to be a Co-operation Agreement (CA) Partner as per the ETSI Partnership process. ETSI and HGI have been CA partners since 2006, with the last renewal of the CA approved in 2014. For the purpose of using the PAS route we have amended the current ETSI-HGI CA to include the PAS clause. In 2014 this clause and process was still under development.

Evaluation of the PAS Submitter and the PAS being submitted

As per the TWP's, the drafting of the PAS Supplement to a CA, in cooperation between the ETSI Secretariat and the Partner, shall be preceded by an evaluation of the PAS Submitter and the PAS itself by the ETSI Secretariat. To that effect after receiving the *HGI PAS Submission* (see Schedule 2), the Secretariat positively concluded its evaluation considering that:

- HGI is a long standing Partner, very well known to the ETSI community (75% of HGI's membership is common to ETSI's¹)
- HGI is compliant with the Annex II *Requirements for the identification of ICT technical specifications* (of "[REGULATION \(EU\) n°1025/2012](#)") related to openness, consensus, and transparency
- HGI's specifications being submitted as a PAS comply with the Annex II *Requirements for the identification of ICT technical specifications* (of "[REGULATION \(EU\) n°1025/2012](#)") related to maintenance, availability, IPRs, relevance, neutrality & stability and quality
- HGI IPR policy is compatible with ETSI's

The three HGI's deliverables being submitted as PAS are available here:
https://docbox.etsi.org/Partners/Agreements/HGI_PAS/

Identification of a TB host

As per the PAS submission process the PAS being submitted shall be allocated to an ETSI Technical Body (e.g. Technical Committee or ETSI Project) by the ETSI Board, in coordination with the OCG.

During TC SmartM2M #36 meeting the ETSI secretariat consulted with the ETSI SmartM2M community for the possibility of hosting the PASs being submitted by HGI. TC SmartM2M positively welcomed this initiative and was ready to explore the adoption of HGI's PASs at their next meeting.

PAS supplement

A PAS Supplement was agreed (see below) between the ETSI secretariat and HGI for the purpose of processing the three HGI specifications as PAS.

It is to be noted that HGI will be terminated on June 2016, thus no further official cooperation on HGI side will be possible after that date. Selected HGI officials and editors will be identified prior to the HGI closure, giving their availability to support the ETSI activity in case of maintenance need also after the organisation term.

4 Consequences and implications

The Board is invited to:

- Endorse the amended ETSI-HGI Co-operation Agreement for including the PAS Supplement clause
- Endorse the ETSI-HGI PAS Supplement

The ETSI secretariat contact point for this partnership will continue to be Marcello Pagnozzi, Technical Officer for TC EE.

Impacted clusters: Home & Office; Connecting Things; Better Living with ICT.

¹ Common members: Broadcom; BT; Deutsche Telekom; Dialog Semiconductors; Digital TV Group; DSP Group; Fastweb; Hitachi; Huawei; iKanos; Intel; KPN; Lantiq; Microsemi; Mstar; NEC; NTT; Orange; Qualcomm; Sagemcom; Telecom Italia; Telekom Austria; Telianonera; Telstra; TNO; ZTE

Co-operation Agreement between ETSI and HGI
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The signatories:

The **European Telecommunications Standards Institute** ("ETSI") produces globally-applicable standards for Information and Communications Technologies (ICT), including fixed, mobile, radio, converged, aeronautical, broadcast and internet technologies and is officially recognized by the European Union as a European Standards Organization. ETSI is an independent, not-for-profit association whose more than 750 member companies and organizations, drawn from 63 countries across 5 continents worldwide, determine its work programme and participate directly in its work.

The **HGI**, founded in 2004 by major broadband service providers and joined by leading vendors of digital home equipment, is your gateway to the smart home. HGI publishes requirements and test plans for home gateways and wireless/wireline home networks. Our strategic focus is helping applications, home gateway middleware and home network-based devices to connect seamlessly. Some of our work now uses open-source, software oriented approaches. HGI members benefit from participation and early access to our specifications. The HGI Open Platform 2.0 suite captures home gateway software modularity requirements and provides remote test tools that form a cornerstone of many of the operators' and vendors' home gateway strategy. We welcome service providers and manufacturers of silicon, gateways, middleware, applications and end devices from around the globe. Our aim is to help companies understand the operator market with accurate, insightful, and timely work in the broadband home, and we welcome your company's involvement.

Overall objectives:

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

ETSI and **HGI** 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 domains of mutual interest. **ETSI** and **HGI** have noted the necessity of structuring and strengthening their relationship and fostering a closer co-operation.

Specific objectives and activities:

- 1** **ETSI** and **HGI** may exchange from time to time as they may agree, free of charge, information on programmes of work in areas of mutual interest.
- 2** **ETSI** and **HGI** have identified the agreed work areas specified in the Annex "*Mapping of Areas of Mutual Interest between ETSI and HGI*" attached to this Co-operation Agreement (as such Annex may from time to time be amended by the duly authorized representatives of the parties to the present co-operation agreement). Within these, 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 **HGI** 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 **HGI** undertake to make every endeavour to use electronic document handling in their exchange of documents.

- 3 Within the context of this Co-operation Agreement and by mutual consent, a nominated Observer from the HGI Working Groups to the relevant ETSI Technical Bodies/Industry Specification Groups and vice-versa may be permitted when the agenda contains items of mutual interest. In principle, no more than one Observer may be allowed in a Technical Body/Industry Specification Group unless the relevant Chairman agrees.

Observers 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 for information only, but shall have no voting rights.

In order to avoid duplication of technical or planning activities, Observers should inform in writing the Chairperson of the **ETSI** Technical Body/Industry Specification Group or the **HGI** Working Group in which they are participating about such cases.

The Partner's Observer status conferred by this Co-operation Agreement, is not a substitute for, and is clearly distinguished from, the status of Full membership, Associate membership or Observer membership of **ETSI**.

- 4 **ETSI** and **HGI** may agree in particular cases, and by a separate written agreement ("Materials Agreement") signed by both parties, to incorporate text and graphics (hereinafter "Material") from the other party into a document. The party adopting Material by incorporating the Material into a document shall be referred to herein as the Adopting Party. The party originating the Material incorporated by the Adopting Party shall be referred to herein as the Originating Party.

The Materials Agreement shall specify the Originating party's Material to be incorporated by the Adopting Party ("Specific Material"), and shall further specify the Adopting Party document(s) into which Specific Material may be incorporated. The Originating Party shall, by consenting to incorporation of Specific Material into one or more Adopting Party documents as specified in the Materials Agreement, grant the Adopting Party a non-exclusive, perpetual, worldwide, irrevocable, royalty-free copyright license to reproduce and distribute, without modification, Specific Material only as incorporated into the Adopting Party document(s) specified in the Materials Agreement.

The Adopting Party shall acknowledge the Originating Party as the source of the Specific Material. The Adopting Party shall include with the Specific Material all notices, legends, and other associated text requested by the Originating Party, including, without limitation, notices and legends related to copyrights, trademarks, trade secrets, and patents.

The Adopting Party shall only incorporate Material previously published by the Originating Party.

Prior to signing the Materials Agreement, each Party shall provide to the other a written copy of the Party's policies and procedures with respect to intellectual property rights of the Party and the Party's members ("IPR Policy"). As used herein, intellectual property includes, without limitation, copyrights, trademarks, trade secrets, and patents. The IPR Policy shall include, without limitation, policies and procedures related to intellectual property and its use in the development, approval, and use of the Parties' deliverables and implementations thereof, and associated disclosure obligations and licensing policies. Each Party shall promptly notify the other of any changes to the Party's IPR Policy.

Nothing in any Materials Agreement shall be construed to grant other rights or licenses, either directly, by implication, estoppel, or otherwise:

- a) to modify or otherwise create derivative works of Material, other than by incorporation into the Adopting Party document(s) specified in a Materials Agreement;
- b) to sublicense others to
 - i) incorporate Material or any portion thereof into any other party's document, or
 - ii) otherwise create derivative works of Material;
- c) to reproduce or distribute Material other than by incorporation into the Adopting Party document(s) specified in a Materials Agreement, or to sublicense others to do so;
- d) under any patents, trademarks, or trade secrets of the Originating party; or
- e) under any intellectual property of Originating party members.

Nothing in any Materials Agreement shall be construed to impose other obligations upon the Originating party or its members, either directly, by implication, estoppel, or otherwise:

- a) to license patents, trademarks, or trade secrets related to Material or Adopting party standards incorporating Material;
- b) to disclose information regarding the existence, status, availability for licensing, or licensing terms of patents and pending patent applications related to Material or Adopting party standards incorporating Material; or
- c) to otherwise adhere to Adopting party's IPR Policy both generally and with respect to Materials.

5 ETSI and HGI hereby agree upon the possibility to define, by a separate written agreement ("PAS Supplement"), the framework and provisions to adopt HGI's specifications ("Publicly Available Specifications") as ETSI Technical Report or ETSI Technical Specification.

Prior to signing the PAS Supplement, HGI shall provide to ETSI a copy of its policies and procedures with respect to intellectual property rights.

Administration of the Co-operation Agreement

6 This Co-operation 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 Co-operation Agreement, or any of its rights, obligations or duties hereunder, without the prior written consent of the other party.

6.1 This Co-operation Agreement shall last for three (3) years and may be renewed by mutual consent. In the event that new Rules of Procedure are adopted in either party, or when particular procedures are adopted at world-wide level by a party, the other party may suggest an amendment to this Co-operation Agreement that addresses any concerns raised by such change. If such amendment is not acceptable, then the party that proposed the amendment may terminate this Co-operation Agreement on thirty (30) day's written notice to the other. This Co-operation Agreement may also be amended upon mutual written consent of both parties in the light of experience and technical developments.

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

- 6.3** Any difficulties arising shall be agreed wherever possible at the working level between the relevant Technical Body/Industry Specification Group/Group Chairmen. Matters which cannot be resolved at working level shall be subject to discussion between the two organizations at the level of the Director-General of **ETSI** and the Chief Technology Officer of **HGI**.
- 6.4** This Co-operation Agreement shall be governed by, and construed in accordance with French law.
- 6.5** 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.
- 6.6** The relationship between **ETSI** and HGI shall be that of independent signatories, and nothing in this Co-operation 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.
- 7** The practical contacts and decisions for the application of this Co-operation Agreement will be taken by the Director-General of **ETSI** and the Chief Technology Officer (CTO) of **HGI**.

Dated:

Dated:

Luis Jorge Romero Saro
ETSI Director-General

Duncan Bees
HGI CTO

**European Telecommunications
Standards Institute (ETSI)**

Home Gateway Initiative (HGI)

650, Route des Lucioles
F-06921 Sophia Antipolis Cedex
FRANCE

2, Rue Bellot
CH1206 Geneva
Switzerland

<http://www.etsi.org>

<http://www.homegatewayinitiative.org/>

PAS SUPPLEMENT

This PAS Supplement (hereinafter referred to as "SUPPLEMENT") is made and entered into by and between

The European Telecommunications Standard Institute (ETSI), a French non-profit association Loi 1901, located at 650, Route des Lucioles, 06921 Sophia Antipolis CEDEX, FRANCE (hereinafter referred to as "ETSI"), and

The Home Gateway Initiative (doing business as the HGI) registered in Switzerland at Rue Bellot 2, Geneva

~~and with its principal office at 650 Route des Lucioles – 06921 Sophia Antipolis – France~~

Hereinafter individually and collectively referred to as the PARTY/PARTIES

PREAMBLE

Considering that:

- 1 ETSI and HGI have concluded a Co-operation Agreement on ~~December 2014 and amended in February 2016~~ ~~... January 2016 ...~~ (hereinafter referred to as "CO-OPERATION AGREEMENT"),
- 2 the CO-OPERATION AGREEMENT is foreseeing in its Section "Specific objectives and activities" – Clause 5, the possibility to define, by a separate written agreement, the framework and provisions to adopt Partner's PAS (Publicly Available Specifications) as ETSI Technical Report (TR) or ETSI Technical Specification (TS) (hereinafter referred to as "PAS TR" or "PAS TS"),
- 3 THE PARTIES are willing to engage in the activity described above in Clause 2 of the Preamble,

THE PARTIES agree as follows:

Article 1 - PURPOSE

The purpose of this SUPPLEMENT is to set forth (i) the process of submission, adoption of the Partner's PAS into ETSI, as ETSI TR(s) or TS(s) and maintenance of the PAS TR / PAS TS in ETSI and (ii) the terms and conditions applying to such submission, adoption and maintenance.

Article 2 - INTELLECTUAL PROPERTY RIGHTS

2.1 Compatibility of IPR Policies & ESSENTIAL IPRs

An IPR Policy check performed by the ETSI Secretariat has determined the compatibility of the Partner's IPR policy with ETSI's IPR policy (Annex 1).

The Partner acknowledges the necessity of compatibility of the PARTIES' IPR Policies and therefore commits to the following:

- (i) promptly notify ETSI of any changes to its IPR Policy, it being understood that ETSI might reconsider its assessment made under Annex 1 and terminate the SUPPLEMENT in accordance with Article 4.1 (iii), if the change to the Partner's IPR Policy is deemed, at ETSI's discretion, to make the Partner's IPR Policy no longer compatible with ETSI's; and
- (ii) for each PAS submission made by the Partner in the frame of this SUPPLEMENT,

(a) provide the ETSI Secretariat with a list of all IPRs which have been previously disclosed to the Partner as being ESSENTIAL to the PAS, and

(b) ~~make its best endeavours to~~ declare all IPRs ESSENTIAL to the PAS in the ETSI IPR online Database by using the ETSI IPR Licensing Declaration forms (Appendix A of ETSI IPR Policy). The Partner shall ensure that its members are bound by the same obligation.

For the purposes of the present article, the definitions of Article 15 of the ETSI IPR Policy shall apply.

2.2 Copyright

The Partner grants to ETSI, and ETSI hereby accepts a worldwide, royalty-free, non-exclusive, non-transferable license to (i) reproduce the Partner's PAS for the purpose set forth under Article 1 of this SUPPLEMENT, and (ii) distribute any published PAS TS/TR, with a right to sublicense.

The Partner hereby agrees that before its closure, it will assign to ETSI, on a free-of-charge basis, the entire right, title, and interest in and to the PAS and in and to any and all copyrights on said PAS that may arise and/or may be granted in any country, and including each and every derivative work arising from said PAS.

The Partner will indemnify, hold harmless and defend ETSI from and against any and all claims, demands, actions, costs, expenses (including reasonable attorneys' fees), liabilities, judgments, causes of action, proceedings, suits, losses and damages of any nature arising from an assertion by a third party alleging that the use of the Partner's PAS by ETSI infringes that third party's intellectual property rights.

Article 3 - PAS SUBMISSION, ADOPTION AND MAINTENANCE

3.1 PAS submission

The PARTIES acknowledge that once the SUPPLEMENT has been approved by the ETSI Board, the ETSI Board shall, in coordination with the ETSI Operational Co-ordination Group (OCG) and in the best possible timeframe, allocate each PAS submission to a relevant ETSI Technical Body (e.g. Technical Committee or ETSI Project) or Special Committee.

The Partner, in collaboration with the ETSI Secretariat, shall then submit one (or more) PAS to the relevant ETSI Technical Body as a technical contribution attached to an ETSI PAS Work Item, in order to initiate the procedure of approval of the PAS as an ETSI TS or ETSI TR, by using the form attached as Annex 2. The PAS Work Item shall immediately be marked as adopted.

3.2 PAS progress towards adoption

The PAS shall be submitted to the Technical Body approval as a TS or TR in accordance with Article 2.2.4.1 of the ETSI Technical Working Procedures, with the aim of being adopted as a whole and as diligently as possible. The comments collected during the Technical Body Approval Procedure shall be considered in close coordination with the Partner who has the option to accept or reject the proposed technical changes, up to the point of approval, and shall announce clearly its position.

At any time prior to adoption, the Partner may withdraw the draft ETSI deliverable based on the PAS from the Approval procedure.

The PAS TS / TR should in principle be aligned with the ETSI Drafting Rules. Where the PAS TS / TR is published by ETSI without conforming to the ETSI Drafting Rules, any subsequent version of this deliverable shall be brought in-line with the ETSI Drafting Rules.

3.3 Maintenance of PAS TR / TS

The maintenance of PAS TR/TS shall ensure that there is no divergence between the PAS TR/TS (including subsequent versions) and the possible evolution of the PAS in the Partner's organization. The PARTIES shall co-operate in good faith in order to achieve this maintenance objective. ~~It is to be noted that HGI will be terminated on June 2016, thus no further official cooperation on HGI side will be possible after that date. Selected HGI officials and editors will be identified prior to the HGI closure, giving their availability to support the ETSI activity in case of need also after the organisation term.~~

Article 4 - TERM AND TERMINATION

4.1 Date of termination

This SUPPLEMENT shall enter into force as from the date of signature by the PARTIES and shall remain effective until the earlier of (i) the date of termination of the CO-OPERATION AGREEMENT, or (ii) the date of receipt of a notice of termination sent by either PARTY in the event that a PARTY commits a material breach of any of its obligations under this SUPPLEMENT and fails to remedy the same within thirty (30) days after receiving notice to do so by the other PARTY, or (iii) the date of receipt of a notice of termination sent by ETSI in the event that the Partner's IPR Policy is no longer compatible with ETSI's, as per Article 2.1 (i) of the SUPPLEMENT.

4.2 Effect of termination

Upon termination of this SUPPLEMENT, all rights and obligations of the PARTIES under this SUPPLEMENT shall automatically terminate except for such rights which shall have accrued prior to such termination and any obligations which expressly or by implication are intended to come into or continue in force on or after such termination. For the avoidance of doubt, the termination of this SUPPLEMENT shall be without prejudice to any and all rights and obligations related to IPRs and to the maintenance of PAS TS/TR published under this SUPPLEMENT.

Neither Party shall be entitled to any compensation whatsoever as a result of the termination of this SUPPLEMENT in accordance with its terms.

Article 5 - GENERAL PROVISIONS

5.1 Precedence

The following annexes form an integral part of the SUPPLEMENT:

Annex 1 - IPR Check List

Annex 2 - PAS Work Item Proposal Form

Annex 3 - Provisions of the ETSI Directives applicable to the SUPPLEMENT

It is hereby agreed between the PARTIES that the general provisions of the CO-OPERATION AGREEMENT shall apply to this SUPPLEMENT.

5.2 Severability

If any provision of this SUPPLEMENT is deemed void or unenforceable due to applicable law, it shall be deemed to be deleted and the remaining provisions of this SUPPLEMENT shall continue in full force and effect.

Article 6 - GOVERNING LAW AND SETTLEMENT OF DISPUTES

Governing law and management of disputes are regulated according to clauses [6.4](#), [6.5](#) and [6.6](#) of the ETSI-HGI CO-OPERATION AGREEMENT mentioned in the preamble of this supplement.

Made in [_____], on [_____]

In two original counterparts

FOR ETSI

Luis Jorge Romero Saro
Director-General

FOR HGI

Duncan Bees
HGI CTO-CBO

Annex 1 – IPR CHECK LIST

References

- ✓ ETSI IPR Policy at http://www.etsi.org/legal/documents/ETSI_IPRPolicy.pdf
- ✓ Home Gateway Initiative IPR Policy at http://www.homegateway.org/documents/docs/HGI_statutes_V1_14%20final_V3_CLEAN_website

Rationale

The ETSI Board#51 [B#51(05)06] has approved by correspondence a template for type 3 partnerships with external organizations.

Such a type 3 partnership can be signed only with an organization whose IPR rules/policy are/is aligned with the principles of the ETSI IPR Policy.

The below questions reflect the major requirements of the ETSI IPR Policy and are intended to form a check list to determine whether there is compliance/convergence with the principles of the ETSI IPR Policy.

IPR check list as agreed by ETSI and Home Gateway Initiative

1. Does the other organization have IPR rules/policy?

Yes.
(Section 4.8 of the Statutes of the Home Gateway Initiative (“Statutes”))

2. Is the other organization’s IPR rules/policy available on the web?

Yes at http://www.homegateway.org/documents/docs/HGI_statutes_V1_14%20final_V3_CLEAN_website.pdf

3. What type of IPRs is covered under these rules (e.g. patents, copyright...)

Patents, Copyrights or other intellectual property.
(Section 4.8. of the Statutes)

4. Do the other organization’s IPR rules apply to “Essential” IPRs?

Yes.
(Section 4.8.2 of the Statutes)

5. Are there disclosure requirements in the other organization?

Yes.

6. If so what are they?

Section 4.8.2 of the Statutes:
“Each Member shall use its reasonable endeavours to identify and inform HGI in a timely fashion of any of their Patents which are, or are likely to become, ESSENTIAL in respect of the published work of HGI. Sufficient detail should be provided to allow other Members to locate such Patents. A Member submitting or advocating a technical proposal (in writing or orally) for an HGI Requirements Document shall draw the attention of HGI to any of that Member's

Patent(s) that have already been granted at the time that Member makes such a proposal which might be ESSENTIAL if that proposal is adopted.”

7. Are they more or less restrictive than the ones in ETSI (e.g. timely?)

The restrictiveness is more or less similar.

8. Are there any obligations to conduct patent searches in the other organization?

No.

(Section 4.8.2 of the Statutes: “No part of this Section implies an obligation on Members to conduct an exhaustive search of their patents.”)

9. Are there any licensing requirements?

Yes.

10. If yes are they on FRAND terms and conditions?

Yes, subject to item 11 below.

(Section 4.8.2 of the Statutes: “Where a Member does have their submitted or advocated proposal adopted in an HGI Requirements Document, they make the commitment to grant, under FRAND (Fair, Reasonable And Non Discriminatory) terms and conditions, licences to any third party for each of that Member’s Essential Patent(s) related to that proposal and necessary to implement that HGI Requirements Document, irrespective of whether such Essential Patent(s) had been granted or declared at the time of that proposal.

This commitment by the Member persists while each such patent remains valid and does not expire with resignation by the Member from HGI nor with transfer or sale of the patent(s) to a third party. [...]

The HGI may contribute published or in-progress work to external fora and standards organizations. As long as these organizations also operate under a FRAND IPR Policy, the same (above) FRAND obligations apply to the Member in respect of work published by those external fora and standards organizations resulting from HGI contributions by that member, as if the HGI had published the work itself.”)

11. If there are different from FRAND, are there compatible with the FRAND principles?

However, section 4.8.2 of the HGI Statutes provides the following: “In special cases, HGI may undertake open source projects with a clearly defined scope and release the results under the terms and conditions of the open source license chosen for the specific project. To participate in one of these projects, HGI members need to explicitly and formally opt-in by signing a project specific agreement.” It is likely that in such cases the IPR regime might be royalty-free and impose specific conditions.

12. Are the licenses made available to any standard implementer or only to the Members of that organization?

The FRAND commitment to license the Essential Patents under FRAND terms and conditions applies to any implementer of an HGI Requirements Document. It also applies to work published by external fora and standard organizations resulting from HGI contributions by an HGI Member.

(Section 4.8.2 of the Statutes: “The HGI may contribute published or in-progress work to external fora and standards organizations. As long as these organizations also operate under a FRAND IPR Policy, the same (above) FRAND obligations apply to the Member in respect of work

published by those external fora and standards organizations resulting from HGI contributions by that member, as if the HGI had published the work itself.")

13. Do the disclosure and the licensing undertaking take place at the same time?

No, they don't. The disclosure obligation applies at any time, whereas the FRAND commitment has to be made when the proposal of the HGI Member is adopted in an HGI Requirements Document.

(Section 4.8.2 of the Statutes)

14. What are the other organization's procedures to inform about its declared IPRs?

There is no mention of such a procedure in the Statutes.

Conclusion regarding compatibility of ETSI and HGI IPR Policies

Based on the criteria above, both IPR Policies are aligned and therefore compatible.

Observations

The scope of the ETSI-HGI Co-operation Agreement is not subject to the HGI provisions for "open source projects" unless the parties agree and produce an amendment to that effect.

Annex 2 - PAS Work Item Proposal Form

PAS Work Item details

Which Technical Body is responsible? <TB Name>		Sub Group: < _____	Working/task	Group>
		Project: _____		
PAS WI reference number (if known): _____ <i>(number will be allocated by Secretariat if not shown)</i>				
Formal title of deliverable: _____ _____				
Working title: _____ Scope of work to be undertaken: _____ _____				
Rapporteur (named individual person):		PAS Submitter (named individual person):		
Name _____		Name _____		
Organisation _____		Organisation _____		
e-mail _____		e-mail _____		

Deliverable document details

What type of document will be produced? TS[_] TR[_]	Is it a new document or a revision of an existing one? [new / revision] If a revision, state the deliverable (e.g. TS 102 987 v1.1.1) being revised: _____ edition / version _____
Hierarchy: if this Work Item fits in a hierarchical tree (see TWP clause 1.6.1), its position shall then be indicated here by giving the reference of its parent node (WI reference / deliverable number / topic name). _____	

<p><u>Environmental Aspects</u> [Yes / No]</p> <p>Key aspects (in an overall perspective):</p> <ul style="list-style-type: none"> • Power consumption and saving mechanisms • Operational conditions • Other matters <p>Comment: _____</p>	<p><u>User /Consumer Aspects</u> [Yes / No]</p> <p>Key requirements:</p> <ul style="list-style-type: none"> • accessibility & Usability [Yes / No] • user security [Yes / No] • privacy [Yes / No] • safety <p>Comment: _____</p>
<p><u>Security Aspects</u> [Yes / No]</p> <p>Comments: _____</p>	<p>Keywords (at least 2 from those available at http://webapp.etsi.org/ContextHelp/WorkProgram_help.asp?type=CODES_KEYWORDS)</p> <p>_____ ; _____ ; _____ ; _____</p>

Annex 3 – Provisions of the ETSI Directives applicable to the SUPPLEMENT

The Partner acknowledges that it has been provided with a copy of the ETSI Directives https://portal.etsi.org/directives/35_directives_dec_2015.pdf and that he is fully aware of the provisions relevant to the PAS process, including the:

- **ETSI IPR Policy**, Annex 6 of the ETSI Rules of Procedure; and
- **ETSI Technical Working Procedures**, including Article 1.8.1.2.3 (PAS Supplement), Article 2.2.4.1 (TS/TR Adoption Procedure), Annex Q (PAS Work item proposal Form); and
- **ETSI Drafting Rules.**

ETSI will inform the Partner of any change to these provisions.



Luca Giacomello

Luis Jorge Romero
ETSI Director General
650, Route des Lucioles
F-06921 SOPHIA ANTIPOLIS CEDEX FRANCE

Dear Mr. Romero,

The HGI (Home Gateway Initiative) would like to formally declare the interest in submitting some of its deliverables related to Home Gateways' Smart Home Architecture and technologies, as well as Home Gateways' Execution Environment (aka "Open Platform"), for standardization under ETSI's Publicly Available Specifications (PAS) Process. We would appreciate ETSI's assistance and support in the utilization of the PAS Process in elevating the mentioned HGI specifications to the level of ETSI Standard. The HGI looks forward to working with ETSI on this important project and to its successful completion.

Sincerely,

A handwritten signature in black ink, which appears to read 'Luca Giacomello'. The signature is written in a cursive, flowing style.

Luca Giacomello
Chairman, HGI Board of Directors
Luca.giacomello@telecomitalia.it
www.homegateway.org

Schedule 2

PAS Submission Form

HGI

(January 2016)

References:

- [ETSI Directives](#) - Technical Working Procedures, Article 1.8.1 Partnerships including Article 1.8.1.2.3 (PAS Supplement), Article 2.2.4.1 (TS/TR Adoption Procedure), Annex Q (PAS Work item proposal Form)
- [ETSI IPR Policy](#)
- [ETSI Drafting Rules on the ETSI Portal](#)

The PAS submitter is invited to:

- a) Submit in writing a declaration of interest to submit a PAS to ETSI
- b) Fill the submission form by completing the information required related to the Submitter
- c) Identify in this form the initial PAS(s) which are planned to be submitted and relevant characteristics
- d) annex in full the proposed PAS(s) to be submitted for evaluation by ETSI

Characteristics of the Submitter (b)	
History/description (e.g. date of establishment, milestones, etc.)	The HGI, founded in 2004 by major broadband service providers and joined by leading vendors of digital home equipment, is working for defining requirements and test plans for home gateways and wireless/wireline home networks specifications for home gateways. The main objective in the last years was the smart home ecosystem development. The strategic focus is helping applications, home gateway middleware and home network-based devices to connect seamlessly. Latest milestones are the specification on smart home architecture and device template, software execution environment, requirements for hybrid fixed-mobile access, hardware virtualization, and the updated version of the HG residential profile.

Legal entity	HGI is constituted as an association under the terms of Articles 60 et seq. of the Swiss Code and these Statutes. The seat of HGI is in Geneva, Switzerland.
Membership (e.g. types of memberships, present numbers)	Service providers and manufacturers of silicon, gateways, middleware, applications and end devices from around the globe. Current number of members is 35.
Working methodology (e.g. Standards development procedures)	The HGI's methodology ensures that projects undertaken reflect items of strong interest to the Broadband Service Providers (BSPs), and brings in opportunities at every stage for vendor input, suggestions and participation. Projects are brought to Management Committee (MC) by BSPs to ensure a strong degree of common interest. The MC, with the working group chairs, sets the scope of new projects and directs their progress through business and technical working groups. Vendors propose projects to MC either informally to MC members, or formally at HGI meetings. Business and service drivers for projects are determined and documented by the HGI Service and Business Insight group (SBI), which is open to all members. HGI requirements documents go through a ratification process prior to publication where all members companies have a ballot
Intellectual Property Rights (e.g. compatibility of the Submitter's IPR policy with ETSI's IPR policy)	Policy is aligned with ETSI. <i>"Each Member shall use its reasonable endeavours to identify and inform HGI in a timely fashion of any of their Patents which are, or are likely to become, ESSENTIAL in respect of the published work of HGI. Sufficient detail should be provided to allow other Members to locate such Patents. A Member submitting or advocating a technical proposal (in writing or orally) for an HGI Requirements Document shall draw the attention of HGI to any of that Member's Patent(s) that have already been granted at the time that Member makes such a proposal which might be ESSENTIAL if that proposal is adopted. Where a Member does have their submitted or advocated proposal adopted in an HGI Requirements Document, they make the commitment to grant, under FRAND (Fair, Reasonable And Non Discriminatory) terms and conditions, licenses to any third party for each of that Member's Essential Patent(s) related to that proposal and necessary to implement that HGI Requirements Document, irrespective of whether such Essential Patent(s) had been granted or declared at the time of that proposal"</i>

Characteristics of the PAS being submitted (c)	
Identification of the PAS (number/title)	Home Gateway Smart Home Architecture Requirements
Abstract/Scope	This document defines a smart home system architecture and derives requirements for the Home Gateway. The

	architecture is described first in terms of the entities and interfaces of the smart home eco-system, and then in terms of the software execution environment within the HG. There is a particular focus on the Device Abstraction Layer (DAL) which mediates between high-level applications and the specific local area network protocols and technologies in the home network. In the HGI context, the Home Gateway is considered to be the heart of the smart home – it connects and controls the home appliances and serves as the main entry point for communication with the operators, service providers and utilities in the cloud. The end user has access to their services in the home either via the cloud or through a direct connection to the HG.
Availability	Publically available on the HGI website
Market acceptance	Reference document for building up a smart home gateway module on top of the native firmware of home gateways, or a stand alone smart gateway, already disseminated to OneM2M
Maintenance and future plans	Will be archived on the long-term HGI website. No maintenance possible in HGI

Characteristics of the PAS being submitted (c)	
Identification of the PAS (number/title)	Requirements for wireless home area networks (WHANS) supporting smart home services
Abstract/Scope	<p>The HGI service providers, starting from their own business requirements and use cases, and with the consultation of HGI vendor companies, have set out the key requirements for wireless home area networks (WHANS). A WHAN is a wireless technology that links a Home Gateway with Smart-Home end devices. While Wi-Fi is very commonly used to support broadband subscriber access and streaming services, the WHANS are typically used to support IOT services where low power and security are among the key requirements. This document provides guidelines for developers of wireless home networking products and for technology associations, and allows service providers to make a comparison among technologies by itemizing specific requirements in the following technical areas</p> <ul style="list-style-type: none"> • installation and configuration • performance • management and maintenance • connectivity management • security
Availability	Publically available on the HGI website

Market acceptance	Widely disseminated to wireless technology associations and publically discussed as a key “communication” from the HGI service providers at industry conferences.
Maintenance and future plans	Will be archived on the long-term HGI website. No maintenance possible in HGI

Characteristics of the PAS being submitted (c)	
Identification of the PAS (number/title)	HG Requirements for HGI Open Platform
Abstract/Scope	Requirements regarding modular software deployments on the home gateway. Under the Open Platform 2.0 requirements, modular software applications must run in a dedicated virtual execution environment to avoid conflicts and interferences with the natively installed software. This document reflects generic requirements valid for any modular execution platform, as well as technology-specific requirements for OSGi technology
Availability	Publically available on the HGI website
Market acceptance	Reference document for building up a modular software architecture on top of the native firmware of home gateways
Maintenance and future plans	Will be archived on the long-term HGI website. No maintenance possible in HGI