



Memorandum of Understanding between

The European Telecommunications Standards
Institute (ETSI)

And

The Open Grid Forum (OGF)

Memorandum of Understanding between ETSI and OGF

RATIONALE:

The **European Telecommunications Standards Institute ("ETSI")** undertakes pre-standardization and standardization activities in areas common to telecommunications, information technology, sound and television broadcasting, and produces European standards (ETSI EN), ETSI Standards (ETSI ES), Technical Specifications (ETSI TS), Technical Reports (ETSI TR), Guides (ETSI EG) and Special Reports (ETSI SR) in the field of telecommunications. **ETSI** aims to contribute to world-wide standardization at the international level and is the recognized European Standardization Organization for telecommunications.

The Open Grid Forum (OGF) is a community of users, developers, and vendors leading the global standardization effort for grid computing. The OGF community consists of thousands of individuals in industry and research, representing over 400 organizations in more than 50 countries. Together we work to accelerate adoption of grid computing worldwide because we believe grids will lead to new discoveries, new opportunities, and better business practices. The work of OGF is carried out through community-initiated working groups, which develop standards and specifications in cooperation with other leading standards organizations, software vendors, and users.

OBJECTIVES:

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

ETSI and the **OGF** 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 the **OGF** have noted the necessity of structuring and strengthening their relationship and fostering a closer co-operation.

PARTNERSHIP ACTIVITIES:

- 1 **ETSI** and the **OGF** may exchange from time to time as they may agree, free of charge, information in areas of mutual interest.
- 2 **ETSI** and **OGF** shall make their best efforts to take part in and/or organise jointly meetings, conferences and workshops promoting issues of mutual interest and their partnership.

Within the agreed work areas specified in a mutually-defined Annex which may from time to time be amended by the duly authorized representatives of the parties to the present Memorandum of Understanding, copies of working documents and drafts from either party may be made available on a royalty-free basis and are for information only. The dissemination by one party of the documents received from the other party will be strictly limited to the members or participants of **OGF** 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. Incorporation of text/graphics from one party's documents or drafts into the deliverables of the other party is explicitly excluded from the scope of this MoU.

ETSI and **OGF** undertake to make every endeavour to use electronic document handling in their exchange of documents.

- 3 Within the context of this Memorandum of Understanding (MoU) and by mutual consent, a nominated Observer from the **OGF** Working Groups to the relevant **ETSI** Technical Bodies and vice-versa may be permitted when the agenda contains items of mutual interest. In principle, no more than one Observer may be allowed in an ETSI Committee 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. Incorporation of text/graphics from such observers' contributions into the deliverables of the other party is explicitly excluded from the scope of this MoU.

In order to avoid duplication of technical or planning activities, the two parties should promptly inform the other party that such possibility might arouse or is already occurring

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

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

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

Any difficulties arising shall be agreed wherever possible at the working level between the relevant Technical Body/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 Executive Director of **OGF**.

The MoU 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 MoU, or any of its rights, obligations or duties hereunder, without the prior written consent of the other party.

All disputes arising in connection with the present agreement, which cannot be solved amicably, shall be finally settled by arbitration in accordance with the Rules of the International Chamber of Commerce (Paris), by one or more arbitrators appointed under the said Rules.

The relationship between **ETSI** and the **OGF** shall be that of independent signatories, and nothing in this MoU 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.

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

Dated: 22/3/2007



Walter Weigel
ETSI Director-General

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