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**DMR MEMORANDUM OF UNDERSTANDING APPLICATION**

**1. Introduction**

This Memorandum of Understanding is made between the SIGNATORIES, whose legal identities, addresses and principal areas of activity, are listed in Appendix 1. This Appendix shall be revised and circulated whenever a signatory notifies changes. When a particular name has been protected by trade-mark registration all references to the word ‘DMR’ will be replaced by the trade-marked name.

**2. Interpretation**

The SIGNATORIES have declared, in Appendix 1, their present activity, and indicated which of the main interest groups MANUFACTURERS, USERS (end users, customers, operators, potential operators), REGULATORS, ACCREDITED TEST HOUSES and NON PROFIT ORGANISATIONS they belong to.

The DMR activity within ETSI is established, and supported in favour of a multi-vendor environment.

The customer base has a strong desire for a multi vendor open standards environment.

The adoption of DMR is seen as a way to increase the PMR/SMR and Short Range Radio markets.

Based on ETSI's work, DMR is expected to provide appropriate communications solutions for a broad spectrum of existing and potential PMR/SMR and Short Range Radio users, thereby ensuring a true competitive market.

The DMR activity will result in the ability to multi source terminal and infrastructure products independent of the manufacturer.

The DMR equipment will satisfy the ETSI channel mask of existing analogue channels spaced at 12.5kHz.

THEREFORE, in consideration of the foregoing and recognising that DMR provides for –

a number of specific features , in particular peer to peer and centralised mode and –

a number of specific services including speech and data communication

that are key elements for PMR/SMR markets, the SIGNATORIES have the following intentions:

**3. Purpose**

**3.1 All SIGNATORIES desire to**

1. Support the ETSI ERM TGDMR standard as specified in ETSI TS 102 361-1, -2, -3, -4 (12,5 kHz TDMA standard set).
2. Promote the DMR standard through its “brand”
3. Promote equipment multi-sourcing in the Standard. Ensure interoperability of multiple vendors.
4. Develop a certification mark that will uniquely identify all equipment meeting the DMR standard, the trademark will be suitably protected and owned jointly by the signatories of the MoU
5. Promote the DMR Standard through any trademark if so granted
6. Ensure appropriate co-operation and support of the validation process of DMR, this being laboratory work and real-life field trials of systems.
7. Inform regulatory bodies, national administrations and frequency planning authorities on the nature and capabilities of the Standard.
8. Liaise with other Standards bodies to ensure wide recognition of the DMR Standard and interoperability
9. Promote the availability of Spectrum for the Standard –
	* R.F co-existence specifications
	* New spectrum allocations
	* Licensing issues including re-farming of existing PMR/LMR
10. All SIGNATORIES are committed to refrain from making any public statements that are technically

 incorrect and derogatory to systems and equipment that is compliant to the DMR Standard

**3.2 MANUFACTURERS**

Manufacturers desire to produce equipment that is compliant to the DMR standard and compliant to the collective users' needs. These needs will be based on the completed and ongoing work of the responsible ETSI Working Group and supplemented by the work of the MOU members.

Manufacturers are committed to follow the current version of the ETSI General Assembly IPR decision.

**3.3 Application Developers, System Integrators, Test Equipment Manufacturers and Distributors**

Desire to develop / produce / sell value added solutions based on the ETSI ERM TGDMR standard as specified in ETSI TS 102 361-1, -2, -3, -4, or to develop / produce / sell test equipment for said DMR standard.

**3.4 USERS (end users, customers, operators, potential operators) desire to**

Consider DMR certified equipment a candidate for satisfying their PMR/LMR and Short Range Radio needs.

**3.5 REGULATORS desire to**

Encourage the user community at large to approve the DMR standard for PMR/LMR and PAMR services.

Ensure that the regulators put in place a regulatory framework that encourages the adoption of the DMR ETSI standard.

**3.6 TEST HOUSES desire to**

Provide independent test facilities for verification of DMR functionality and interoperability.

**3.7 NO PARTNERSHIP**

No item in this MoU should be deemed to create a partnership between the members. The members shall take all necessary measures to ensure that their relations are not assimilated "de facto" to a legal entity. Already existing roles of members should not be influenced by this MoU.

**4. Membership Categories**

There shall be three membership categories as set forth in Table 1 with different rights and obligations.

|  |  |  |  |  |  |
| --- | --- | --- | --- | --- | --- |
|  | **DMR Association Members Meeting** | **Marketing WG Meetings** | **Technical Working Group Meetings** | **Membership Fee** | **Voting Weight** |
| **Membership Category 1****Full Members, Manufacturers** | Right to Attend and to vote | Right to Attend and to vote if entry criteria (Art. 6 of MoU) is fulfilled | Right to Attend and to vote if entry criteria (Art. 6 of MoU) is fulfilled | Full joining fee and annual membership fee | 4 |
| **Membership Category 2****Application Developers, System Integrators, Test Equipment Manufacturers, Test houses** | Right to Attend and to vote  |  | Right to Attend restricted to Application Developer sessions | Joining fee and annual membership fee reduced to 25 % of the full fee | 1 |
| **Membership Category 3****Users, Regulators and Operators** | Right to Attend |  |  | No fee |  |

Table 1

New SIGNATORIES will declare their main activity when entering in this MoU and will be associated to the most appropriated of the above defined Membership Categories. However all appropriate bodies may apply also for Category 1 membership.

**5. Management**

The collaboration under this MoU will be co-ordinated by the following groups:

4.1 An Administrative Working Group comprising one member representing each SIGNATORY.

It will initiate the actions necessary to fulfil the purpose of this MoU. Members of the Administrative Working Group will be those indicated in Appendix 1. The AWG will elect its officers.

4.2 One or more Working SIGNATORIES with elected officers designated by the AWG

Any action in the Administrative Working Group will be made preferably by unanimous consent. However, it follows from the spirit of the intentions that no PARTY has a right of veto for actions within the scope of this MoU.

**6. Working groups**

The MOU may elect specialist working groups.

Two working groups will be set up initially; marketing and technical. These shall consist of MOU members who design and / or manufacture equipment or part of equipment that is compliant to the DMR standard, as specified in ETSI TS 102 361-1, -2, -3, -4. For the sake of clarification, the entry qualification for these specialist working groups consists of at least a current public statement by the manufacturer, and a declaration on the MOU Association web site in which the intention to design / manufacture DMR equipment either now or in the future is expressed such that it is clear that manufacturing and actively promoting DMR compliant equipment is a central part of the manufacturers public mobile radio product strategy.

The marketing working group shall have responsibility for:

* Publishing the web site
* Engaging in marketing activities for promoting the standard
* Publishing press releases

The technical working group shall have responsibility for:

* Developing interoperability procedures
* Other technical matters of interest to those with announced intention to manufacture products.

Additional working groups with additional entry criteria may be set up.

**7. Expenses**

Each SIGNATORY to this Memorandum of Understanding will bear and pay all of its own costs and expenses (including attorneys' and accountants' fees, legal costs and expenses) incurred in connection with this Memorandum of Understanding and the execution of the contemplated actions except as otherwise agreed upon.

**8. Notices**

All notices, requests, demands or other communications will be in writing (including facsimile, letter, or email, and will be deemed to have been duly served or delivered if sent to the addresses of the members of the Administrative Working Group as indicated in Appendix 1.

**9. Entry of new SIGNATORIES to this MOU**

This MoU is open for signature by any new manufacturer, **application developer, system integrator, test equipment manufacturer, test house,** user, regulator or other appropriate body on request.

**10. Entire Agreement**

This Memorandum of Understanding is not intended to create legally binding obligations, but is a statement of bona fide intent of the SIGNATORIES. It sets forth the entire understanding of the SIGNATORIES in respect of the collaboration contemplated. It may be amended only by a written instrument executed by all SIGNATORIES.

**11. Termination**

This Memorandum of Understanding may be terminated at any time by mutual consent. Any party may withdraw from the MoU at any time by giving 6 months written notice to the Administrative Working Group.

**12. Date of Commencement**

IN WITNESS HEREOF, [ Applicant Name ] has executed this Memorandum of Understanding as of the date below .

(signatory)

\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

Organisation

\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

Date

\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

**13. Membership Fees**

The joining fee and annual membership fees applicable to the membership categories defined in article 4 shall be reviewed and set each calendar year by the MOU members.

**Appendix 1**

|  |  |
| --- | --- |
| DMR MOU MEMBERSHIP |  |
|  |  |
| Company Name |  |
| Address |  |
|  |  |
|  |  |
|  |  |
| Postcode |  |
| Country |  |
|  |  |
| Contact Name |  |
|  |  |
| Telephone Number |  |
| Fax |  |
| Email |  |
| Web Address |  |
|  |  |
| Invoice Address |  |
|  |  |
|  |  |
|  |  |
| Postcode |  |
| Country |  |
| Reference for Invoicing Purposes |  |
|  |  |
| Membership Category |  |
| Joining Fee | €  |
| Annual Fee |  |
| Total | € |
|  |  |
| Please return a signed e-copy of the MOU to:  | Andy Grimmett, Secretary to the DMR Association,secretary@dmrassociation.org  |
| An Invoice will be sent to your accounts department |  |
|  |  |
| Membership is active on payment of the invoice |  |