# LIAISON AGREEMENT

This Liaison Agreement (the “Agreement”) is entered into effective as of <insert> 2021 (the “Effective Date”) by and Telecom Infra Project, Inc. (“TIP”), and the Wireless Broadband Alliance Ltd with an office at 8 Eu Tong Seng Street #14-94, The Central, Singapore 059818 (“WBA”).

# BACKGROUND

WHEREAS, TIP is a collaborative community formed to promote the design and building of the communications networks of the future in all environments from dense urban environments to ultra-rural areas and to accelerate the commercialization and deployment of such networks in the marketplace.

WHEREAS, the WBA is the global trade association, founded in 2003, whose members are dedicated to accelerate and enable wireless services that are seamless, secure and interoperable. Building on the heritage of Next Generation Hotspot (NGH), Roaming and carrier Wi-Fi, WBA continue to drive and support the adoption of Next Generation Wireless services across the entire public Wi-Fi ecosystem, including IoT, Converged Services, Smart Cities, 5G, etc.

WHEREAS, TIP and WBA believe that it would be mutually beneficial to share certain information and research, have discussions, and otherwise explore potential areas of collaboration to increase the effectiveness of their respective programs within defined areas of mutual interest in order to maximize interaction between the collective membership of the two organizations to expand OpenRoaming and wireless services to TIP ecosystem.

# AGREEMENT

NOW, THEREFORE, the parties hereto each, in consideration of the mutual rights and obligations set out herein, hereby agree as follows:

# Definitions.

For the purposes of this Agreement:

* 1. “**Authorized Representative**” means the representative of each party who is responsible for overseeing implementation of this Agreement. Each party’s initial Authorized Representative is listed in Exhibit B hereto. A party may change its Authorized Representative by giving written notice to the other party. Each Authorized Representative must be a Member of both TIP and WBA but shall act at the direction of the party he/she represents under this Agreement.
	2. “**Confidential Information**” means all information of either party or its members which the other party or its members may acquire or be exposed to by virtue of performance under this Agreement including without limitation any materials specifically marked as "confidential," "proprietary," or with a similar designation and all information disclosed orally or otherwise in intangible form if identified at the time of disclosure as being confidential. Confidential Information may include, without limitation, know-how, ideas, works in progress, inventions (whether patentable or not), computer programs, schematics and other technical, business, financial and development plans, forecasts, specifications, standards, source or pseudo code, test materials, strategies, data and information. Confidential Information also includes, without limitation, all information disclosed at TIP or WBA meetings and proceedings including all minutes and work product unless the party holding the meeting has authorized the public release of such information.
	3. “**Feedback**” has the meaning set forth in Section 5.a.
	4. **Materials**” mean copies of working materials and drafts, and other materials which may include documentation, audio, and video materials, each owned or licensed by the party sharing such materials under the terms of this Agreement.
	5. “**Member**” means an entity that has executed in the case of TIP either a Sponsor Participation Agreement or a General Participation Agreement and is also a Contributor in the TIP W-iFi Project Group (as the terms “Sponsor Participation Agreement”, “General Participation Agreement”, and “Contributor” are defined in TIP’s Organizational Materials which may be accessed at <https://telecominfraproject.com/organizational-documents/>, and in the case of WBA, ”Member” means an entity that has executed a membership agreement as approved and countersigned by the WBA.
	6. “**Observers**” mean those persons from either TIP or WBA who may attend the other party’s meetings pursuant to the terms of this Agreement. An Observer must be staff or consultants of TIP or WBA, or a representative of a Member of both TIP and WBA, who has been approved to serve as an Observer in writing by the applicable Authorized Representative. Each Authorized Representative is hereby authorized to attend the other party’s meetings as an Observer.
	7. “**Publications**” has the meaning set forth in Section 8.b.
	8. “**Shared Materials**” has the meaning set forth in Section 8.a.
	9. **“Work Areas**” means the agreed areas of mutual interest as described in Exhibit A hereto, as modified from time to time by mutual written agreement of the parties.

# Areas of Mutual Interest.

The parties shall agree on one or more Work Areas under this Agreement. The parties desire through this Agreement to establish specific guidelines regarding the sharing of Materials within the Work Areas and the participation by Observers in certain meetings.

# Materials.

* 1. Each party may make available to the other party for information, evaluation, and comment Materials within the Work Areas. Each party agrees to make its Materials available to the other party solely through the other party’s Authorized Representative and those Observers such Authorized Representative has designated in writing for such purpose. All sharing of Materials and other information pursuant to this Agreement shall be subject to the discretion of the party sharing the information and free of charge.
	2. It is agreed that the Materials will only to be made available on a need-to-know basis for the purpose of activities relating to this Agreement in accordance with the confidentiality obligations of this Agreement. Each party agrees to reproduce any confidentiality and copyright notices, and warranty disclaimers or limitations of liability that are included in any Materials or other materials made available to it under this Agreement. Except as expressly indicated on Exhibit A, no party may make reference to the other party’s Confidential Information included in any Material or the Materials containing such Confidential Information unless such other party approves of such reference in advance and in writing.
	3. With respect to the Materials that each party provides to the other: (i) the providing party disclaims any responsibility for identifying the existence of or for evaluating the applicability of any claimed copyrights, patents, patent applications, or other intellectual property rights, and shall take no position on the validity or scope of any such rights, and (ii) the providing party takes no position regarding the validity or scope of any intellectual property or other rights that might be claimed to pertain to the implementation or use of the technology described in a Material or the extent to which any license under such rights might or might not be available.

# Observers.

* 1. At (i) the invitation of the Authorized Representative of the hosting party or (ii) upon approval of the request of the other party by the Authorized Representative of the hosting party, Observers of the other party may attend and participate in specified hosting party’s meetings. The Observer shall inform the chairperson and the other participants in the meeting of his or her role as Observer under this Agreement. Either party may designate any part or parts of its meeting as “closed” and the other party’s Observer may not attend or participate in such “closed” sessions. All Observers should be familiar with and comply with their obligations under this Agreement, as well as all of the hosting party’s rules and policies that are applicable to meeting attendance.
	2. Notwithstanding that each non-staff Observer is a Member of both TIP and WBA, each Observer shall inform the chairperson and the other participants at the meeting which party such Observer is representing at the meeting, which representation shall remain consistent during the course of that meeting. If the Observer does not identify his or her affiliation, it shall be presumed that attendance is on behalf of the hosting party.

# Feedback

* 1. An Observer, other than staff or consultants of TIP or WBA, designated by one party may provide suggestions or input as proposals to modify a Material that has been shared by the other party with such Observer (”Feedback”). Feedback is deemed submitted by the Observer in its capacity as an individual Member of the party to whom the Feedback is submitted and is subject to that party’s intellectual property rights policies and rules.

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# Intellectual Property Rights.

* 1. Neither party shall acquire ownership of any intellectual property rights under this Agreement or through any disclosure hereunder. No license to any patent, trademark, or other proprietary right or copyright is granted under this Agreement or through any disclosure hereunder except where expressly stated, including any licenses or other grants expressly set forth on Exhibit A.
	2. It is acknowledged that each party operates according to its own respective rules and procedures. Nothing in this Agreement shall modify (or is intended to modify) the duty of a Member company (or, where applicable, its representative) to comply with the intellectual property rights policy or any other membership or governance materials of WBA or TIP, as applicable.
	3. As of the date of this Agreement, the parties do not intend to co-develop any standards, specifications or other technical materials. In the event TIP and WBA determine that it would be mutually beneficial to co-develop any standards, specifications or other technical materials, the parties agree that they shall separately negotiate and reach a written agreement on the terms of such co- development. Notwithstanding the foregoing, and subject to Section 12, the parties may under the terms of this Agreement, collaborate on educational, informational and marketing information within the Work Areas.

# Confidential Information.

* 1. Each party (the “**Receiving Party**”) understands that the other party (the “**Disclosing Party**”) may disclose certain Confidential Information under this Agreement. The Receiving Party undertakes for itself, its successors and assigns:
		1. to maintain in confidence and to not disclose the Disclosing Party’s Confidential Information or any information derived therefrom to any third party other than to employees, officers, directors, independent contractors, professional advisors, and Observers of either party, each in accordance with the terms of this Agreement and solely for the purpose of activities under this Agreement, except and to the extent that with the consent of the other party, such information is (1) incorporated into either party’s official Materials (as appropriate), or (2) is otherwise explicitly permitted to be disclosed to a third party provided that such disclosure is in strict compliance with any conditions imposed by the Disclosing Party on such disclosure by the Receiving Party;
		2. not to copy (except as necessary or appropriate for the purposes set forth herein), reverse engineer, reverse compile or attempt to derive the composition or underlying information of any such Disclosing Party’s Confidential Information, or to reduce to writing any part of such Confidential Information except as necessary or appropriate for the purposes set forth herein;
		3. to limit the use of and access to the Disclosing Party’s Confidential Information to the Receiving Party’s employees, officers, directors, independent contractors and professional advisors who have (1) been notified that such information is Confidential Information for the purpose set forth herein; and (2) who have entered into a confidentiality undertaking with the Receiving Party; and
		4. to protect the Disclosing Party’s Confidential Information by using the same degree of care, but not less than a reasonable degree of care, to prevent the unauthorized disclosure, use, dissemination, publication, alteration or destruction of the Confidential Information as the Receiving Party uses to protect its own confidential or proprietary information of a like nature.
	2. The Confidentiality Obligation shall not apply to Confidential Information which (i) is or becomes a matter of public knowledge through no fault of the Receiving Party (or staff, consultants, officers, directors, Member or any of their respective affiliates), (ii) was rightfully in the Receiving Party’s possession prior to receipt from the Disclosing Party, and which was not previously acquired under an obligation of confidentiality, (iii) was rightfully disclosed to the Receiving Party without restriction by another person who has the lawful right to so disclose, (iv) which the Receiving Party can reasonably demonstrate through prior documented evidence has been independently developed by the Receiving Party without access to such Confidential Information, or (v) is lawfully disclosed pursuant to any statutory or regulatory authority or court order, provided the Disclosing Party is given prompt prior written notice of such requirement and the scope of such disclosure is limited to the extent possible.

# Copyright of Materials.

* 1. Each party grants the other party a limited, royalty-free, non-exclusive, non-sublicensable, worldwide license to (i) copy the Materials such party has shared under this Agreement (“**Shared Materials**”) for the sole purpose of carrying out those activities contemplated by the parties under this Agreement, and (ii) distribute, perform, display and publish Shared Materials to the other party’s designated Observers.
	2. Subject to the requirements of Section 8.c., each party grants the other party a royalty free, fully paid-up, perpetual, irrevocable, non-exclusive, sublicensable, transferable, world-wide copyright license in any Shared Material to:
		1. incorporate text, graphics or other material contained in the Shared Material and any derivative works thereof in electronic and print publications (and in publications in any media hereafter devised) (“**Publications**”);
		2. to reproduce, distribute, display and perform the Publications; and
		3. to register the copyright in the Publications and to distribute in its own name any Publications even though it may include portions of the other party’s Shared Materials.
	3. The license pursuant to Section 8.b. is expressly conditioned on each of the following:
		1. the Authorized Representative of the party wishing to exercise any of the license rights set forth in Section 8.b (“**Licensee Party**”) has notified the other party’s Authorized Representative of the intended use of the Shared Materials;
		2. the Authorized Representative of the Licensee Party has received the prior written permission from the other party’s Authorized Representative for such use; and
		3. the source of each part of such Shared Materials used by the Licensee Party is fully acknowledged in writing in any Publication in a form approved in advance and in writing by the other party’s Authorized Representative.

# Term and Termination.

This Agreement shall come into force on the Effective Date and shall, subject to termination hereunder, have an initial term of three (3) years from the Effective Date and shall thereafter renew on an annual basis until terminated by either party. This Agreement may be terminated by either party upon written notice to the other party. It is expressly agreed that all the provisions in Sections 1 (Definitions), 5 (Feedback) 6 (Intellectual Property Rights), 7 (Confidential Information), 8 (Copyright of Materials), 9 (Term and Termination), 10 (Warranty Disclaimer), 11 (Limitation of Liability), 12 (Publicity), and 13 (General) shall survive the termination or expiration of this Agreement.

# Warranty Disclaimer.

EACH PARTY PROVIDES ALL MATERIALS, FEEDBACK, INFORMATION, AND OTHER MATERIALS ON AN “AS IS” BASIS AND EXPRESSLY DISCLAIMS ALL WARRANTIES RELATING THERETO, INCLUDING, WITHOUT LIMITATION, THE WARRANTIES OF TITLE AND NONINFRINGEMENT. NEITHER PARTY MAKES ANY REPRESENTATIONS WITH RESPECT TO THE ACCURACY OF ANY INFORMATION OR ANY MATERIAL AND DISCLAIMS ANY AND ALL WARRANTIES RELATING THERETO. NEITHER PARTY ASSUMES ANY OBLIGATION TO UPDATE INFORMATION OR MATERIALS.

# Limitation of Liability.

EXCEPT WITH RESPECT TO LIABILITY RESULTING FROM A PARTY’S BREACH OF ITS CONFIDENTIALITY OBLIGATIONS HEREUNDER OR ITS CRIMINAL OR WILLFUL MISCONDUCT, IN NO EVENT SHALL EITHER PARTY BE LIABLE TO THE OTHER FOR SPECIAL, INDIRECT, INCIDENTAL, CONSEQUENTIAL, OR PUNITIVE DAMAGES OR DAMAGES FOR LOSS OF BUSINESS PROFITS, BUSINESS INTERRUPTION, OR LOSS OF BUSINESS INFORMATION, EVEN IF IT HAS BEEN ADVISED OF THE POSSIBILITY THEREOF.

1. **Publicity.**

The parties may cooperate on one or more press releases or other promotional materials including presentations, blogs,or demonstrations that disclose the identities of the parties or disclose any aspect of the collaboration hereunder (“**Publicity Materials**”). Neither party will publicly disclose, present or in any way make such Publicity Materials available to any third party without the express written consent of the other party, which consent shall not be unreasonably withheld or delayed.

# General.

* 1. This Agreement supersedes all prior discussions and constitutes the entire agreement between the parties with respect to the subject matter hereof. Except for changes to Exhibit B and for the parties to receive notice pursuant to Section 13.m, no change in, modification of or addition to the terms and conditions contained herein shall be valid unless set forth in a writing which is signed by authorized representatives of both parties that specifically states that it constitutes an amendment to this Agreement.
	2. This Agreement is neither a fiscal nor a funds obligation document. Nothing in this Agreement authorizes or is intended to obligate the parties to expend, exchange, or reimburse funds, services, or supplies, or transfer or receive anything of value.
	3. This Agreement and the relationships between the parties established hereby do not constitute a partnership, joint venture, or agency. Neither party has the right to act on behalf of or bind the other party.
	4. Nothing contained herein shall be deemed to obligate either party to disclose or share any of its Confidential Information with the other party or to incorporate the materials presented by the other party.
	5. This Agreement in no way restricts either of the parties from participating in any activity with other public or private agencies, organizations, or individuals. Nothing in this Agreement shall prevent either party from pursuing similar discussions with third parties, provided that there is no breach of the obligations of confidence hereunder.
	6. Each party may disclose publicly the existence of this Agreement, provided that neither party will publicly disclose the terms of this Agreement without the prior written consent of the other party. Each party may indicate, without the need of prior written consent from the other party, the name and logo of the other party in a public list of liaison partners, provided that the party using the trademarks of the other party abides by the trademark guidelines of that party as may be issued from time to time. Neither party may use the trademarks of the other party to indicate any endorsement from that party regarding testing or other similar services unless the parties have separately negotiated and reached a mutually acceptable written agreement for this purpose.
	7. In the event a dispute arises between the parties in connection with this Agreement or the subject matter thereof, the parties shall amicably settle such dispute by mutual consultation in good faith for no longer than thirty (30) days. If the parties remain unable to resolve the dispute within the 30-day period, the parties will jointly appoint a mutually acceptable mediator and agree to participate in good faith in a mediation session in a neutral location acceptable to both parties that shall occur and be completed within ninety (90) days from the end of the 30-day period. The parties agree that the mediator shall be reasonably familiar with the subject matter at issue in such dispute. In the event the dispute is not amicably settled between the parties as set forth in this section 13.j:

 (1) Any disputes arising out of or related hereto and initiated by TIP against WBA, will be governed exclusively by the governing law of the Singapore without regard to conflicts of laws and the Superior Court of Singapore will be the applicable venue and will have exclusive jurisdiction to adjudicate such disputes; and

 (2) Any disputes arising out of or related hereto and initiated by WBA against TIP, will be governed exclusively by the governing laws of the United States, or the State of Delaware, as applicable, without regard to conflict of laws, and the federal or state courts, as applicable, located in Wilmington, Delaware will be the applicable venue and will have exclusive jurisdiction to adjudicate such disputes.

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Each party hereby consents and submits to the exclusive jurisdiction of such courts.

* 1. Neither party may assign this Agreement without the prior written consent of the other party.
	2. Each Party represents and warrants to the other that: 1) it has due authority to enter into and perform this Agreement, 2) its performance of this Agreement will not conflict with any other agreement to which it is a party; and 3) its performance of this Agreement will not conflict with its bylaws, policies or other obligations, including any provisions or obligations that relate to intellectual property.
	3. All notices or other communications permitted or required under this Agreement shall be in writing in the English language and shall be delivered by personal delivery or facsimile or e-mail transmission or by commercial express courier service postage prepaid, to the Authorized Representative of the respective party and shall be deemed given upon personal delivery, or three (3) days after deposit with commercial express courier service, or upon acknowledgement of receipt of facsimile or e-mail transmission, whichever shall first occur. Notices to the parties shall be sent as follows:

To TIP:

To its then-current Authorized Representative with copies to:

Telecom Infra Project, Inc.

C/O: Virtual, Inc.

401 Edgewater Place

Suite 600

Wakefield, MA 01880

And Kim Turner vial email at kim.turner@telecominfraproject.com

To WBA:

Wireless Broadband Alliance Ltd

1 Paya Lebar Link, Paya Lebar Quarter 1

#04-01 Singapore 408533

 contactus@wballiance.com

* 1. This Agreement may be executed in counterparts, each of which shall be deemed an original, but all of which together shall constitute one and the same instrument.
	2. Each party indicates by the signature of its authorized representative below that it agrees to the terms and conditions of this Agreement.

**Telecom Infra Project, Inc. Wireless Broadband Alliance Ltd**

Name: Attilio Zani Name: tbd

Title: Executive Director Title: tbd

# EXHIBIT A WORK AREAS

The work areas of mutual interest to TIP and WBA under this Agreement shall be:

**1. Technical work areas**

Develop work on relevant Wi-Fi and OpenRoaming fields. Main areas range from authentication framework, user experience, global federation partnership.

Activities including organizing and developing joint technical trials, involve relevant members stakeholders, aligned with the boundaries of existing membership rules.

Exchange of Materials as approved by both parties according to their existing rules and procedures.

TIP at its sole discretion may copy, distribute, modify, publish, display, and perform the Materials shared by WBA (at WBA’s sole discretion) in TIP Publications as set forth in Section 8.b where, for the avoidance of doubt, TIP Publications may include open source software licensed by TIP.

WBA at its sole discretion may copy, distribute, modify, publish, display, and perform the Materials shared by TIP (at TIP’s sole discretion) in WBA Publications as set forth in Section 8.b where, for the avoidance of doubt, WBA Publications may include proprietary or open source software licensed by WBA.

**2. Events collaboration**

Collective involvement and development at mutually agreed events such as the WBA Wireless Global Conference and TIP Conferences as well as other relevant third party events with the aim of potential co-development of relevant showcases and speaking opportunities.

**3. Market development**

Collaboration to develop complementary messaging in areas of mutual interest for media and analyst briefings, marketing campaigns and other external communications and to identify other co-marketing opportunities of mutual benefit.

The parties may mutually agree to expand the work areas of mutual interest to TIP and WBA with amendments to this Exhibit A, or pursuant to one or more separate written agreements stating specific activities to be collaboratively pursued with appropriate definition of expected outcomes, roles, and responsibilities for each party.

# EXHIBIT B AUTHORIZED REPRERSENTATIVE

**WBA**

Name:

Role:

E-mail Address:

Phone number:

Signature:

# TIP

Name: David Hutton

Role: TIP Chief Engineer

E-mail Address: dhutton@telecominfraproject.com

Phone number: +44 7920 271321

Signature: \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_