

**WIRELESS WORLD**  
**RESEARCH FORUM®**

**The Wireless World Research Forum (WWRF)**

- In the following WWRF -

**ARTICLES OF ASSOCIATION**

(Approved by the Founding Members on August 14, 2001)

(Revisions approved by General Assembly July 7, 2005)

(Revisions include the addition of Clause 4 of the Collective Membership, April 2006)

(Revisions approved by General Assembly December 2005 and those proposed by the Steering Board in April 2008 and the proposed for email approval by the GA)

(Revisions include additions of Clause 4 and 6.1.2 on Qualified Professionals, November/2010)

(Revisions include change of Preamble (definition), Article 3 – Purpose and Article 4.1 – Application Conditions)

(Revisions of Clauses 4.2, 4.4 and 4.6 to introduce a category of Associate Membership July 2012)

(Revisions as Part of ‘Future of WWRF’ initiative, Approved September 2015)

(Revision to Associate Member definition approved by GA February 2017)

- Rev. G1

## **Preamble**

*Definition: WWRF's goal is to encourage global research that will achieve unbounded communications to address key societal challenges for the future. The term "Wireless World" is used in a broad sense to address the support of innovation and business, social inclusion and infrastructural challenges. This will be achieved by creating a range of new technological capabilities from wide-area networks to short-range communications, machine-to-machine communications, sensor networks, wireless broadband access technologies and optical networking, along with increasing intelligence and virtualization in networks. This will support a dependable future Internet of people, knowledge and things and the development of a service universe.*

## **THE MEMBERS SHARE THE FOLLOWING OBJECTIVES**

- to contribute to the vision of the Wireless World
- to develop and maintain a consistent vision of the Wireless World
- to generate, identify, and promote research areas and technical and society trends for the Wireless World
- to provide a place where innovative applications and advanced technologies meet
- to identify and assess the potential of new technologies and trends for the Wireless World
- to contribute to the definition of international and national research programmes
- to inform a wider audience about research activities that are focused on the Wireless World

## **THE MEMBERS RECOGNISE**

- that the development of a common vision amongst forum members will make significant contribution to the successful initiation of international research activities;
- the need to elaborate widely accepted research objectives;
- their need and opportunity to contribute information and communication technologies as key building blocks for the Wireless World;
- the need to include the user-centric approach in system design.

**Articles of Association**  
**of**  
**The Wireless World Research Forum**  
domiciled in Zurich, Switzerland

## **1. The WWRF**

The Wireless World Research Forum ("WWRF") is constituted as a non-profit association under the terms of articles 60 ss. of the Swiss Civil Code.

## **2. Seat**

The seat of the WWRF is Zurich, Switzerland.

## **3. Purpose**

The purpose of the WWRF is to:

- contribute to the development of a common and comprehensive vision for the Wireless World;
- concentrate on the definition of research relevant to the Wireless World, including pre-regulatory impact assessments;
- invite world-wide participation and to be open to all actors;
- disseminate and communicate Wireless World concepts;
- provide a platform for the presentation of research results.

The WWRF is an open and independent organisation. The WWRF does not pursue commercial activities and does not intend to make a profit.

## **4. Membership**

### **4.1. Application Conditions**

Any legally established corporation and individual firm, partnership, university and research institute, governmental body or international organisation and Qualified Professionals (consultants, freelance or affiliated to SMEs), from any country in the world, supporting the promotion and further development of all technologies supporting the Wireless World with matching applications and content may apply for membership.

A good faith commitment to the purposes and objectives of the WWRF is a prerequisite of the membership.

The Members agree to respect all legal provisions and these statutes concerning the WWRF.

### **4.2. Types of Membership**

Within the WWRF, there are Full Members, Sponsor Members, Collective Members and Associate Members. All these WWRF Members are entitled:

- to send representatives to all Tasks and Activities and the General Assembly,
- to one vote at the General Assembly,

- to nominate candidates as Executive Board Members for the Steering Board,
- to access all registered working documents, minutes of the meetings and written contributions by the WWRF, including full access to the Members Only area of the WWRF web site

In addition, there are Qualified Professionals as a WWRF member category (consultants, freelance or affiliated to SMEs from any country or representatives from universities or R&D centres, who reside in one of the countries receiving Official Development Assistance as defined by the Development Assistance Committee of the Organisation for Economic Co-operation and Development<sup>1</sup> as of January 1 of year of membership) at a reduced membership fee. Qualified Professional membership is individual and not transferable. – In the following only the term “Qualified Professional” is used – Qualified Professional as WWRF Members are entitled.

- to attend all Tasks and Activities and the General Assembly (substitutes or representatives are not permitted),
- to access all registered working documents, minutes of the meetings and written contributions by the WWRF, including full access to the Members Only area of the WWRF web site

Each Sponsor Member shall be entitled to have a representative at the Steering Board or to nominate a representative for election to the Steering Board as a Non-Executive Board Member, if the number of Sponsor Members is exceeding the number of available Non-Executive Board Members. Details are described in Section 6.2. Candidates for Sponsor Membership have a substantial, demonstrable interest in the WWRF’s stated goals and in its success, and are expected to declare their membership publicly.

A Collective Member is a loose association of two or more legal establishments who reside in one of the countries receiving Official Development Assistance as defined by the Development Assistance Committee of the Organisation for Economic Co-operation and Development<sup>1</sup> as of January 1 of year of membership. One legal establishment within the Collective Membership shall act as legal representative to the WWRF and its General Assembly.

Any legally registered company satisfying the criterion of having fewer than 50 staff, or whose core business is not in wireless communications, can apply to be an Associate Member at a reduced membership fee with the same rights as a full member

### **4.3 Affiliates**

The WWRF membership does also cover also affiliated parties to that member. Affiliate(s) of a party shall mean an entity which is directly or indirectly controlling such party, which is under the same direct or indirect ownership or control of such party, or which is directly or indirectly owned or controlled by such party. For these purposes, an entity shall be treated as being controlled by another if that other entity has fifty percent (50%) or more of the votes in such entity, is able to direct its affairs and/or to control the composition of its board of directors or equivalent body.

### **4.4 Admission Procedure**

New parties that wish to participate as a Full Member, an Associate Member, a Collective Member, or as a Sponsor Member shall submit to the WWRF Secretariat an Application Form and a short written statement identifying and describing the organisation and its interest in participating in the WWRF. Qualified Professionals shall submit to the WWRF Secretariat an Application Form and a short written statement identifying and describing their area of experience and their interest in

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<sup>1</sup> <http://www.oecd.org/dac>

participating in the WWRF. Such application must contain a signed subscription to the Statutes. All legal establishments comprising a Collective Member are required to sign the subscription to the Statutes. The Steering Board acknowledges the membership application and submits it for approval to the following General Assembly. The admission procedure is completed when the new member has been approved and has paid the fees. Candidate members may participate with no right to vote in the Tasks and Activities as soon as they are acknowledged by the Steering Board and until a decision is made by the General Assembly.

#### **4.5 Terms and Conditions of the Fees**

There is an annual membership fee for Sponsor Members, Full Members, Collective Members, Associate Members, and Qualified Professionals. Membership is for one year and is renewable on payment of the fee without any new approval. Each Member shall pay the fees to the Treasurer.

The legal representative of the Collective Membership shall pay the annual fees.

The fees for the different types of membership and terms of payment are fixed annually by the General Assembly, together with the approval of the budget, based on a proposal by the Treasurer.

#### **4.6 Suspension, Conversion, Exclusion and Expulsion**

The General Assembly can decide to suspend or expel a Member in the following cases:

- substantial delay in or default of payment of fees,
- severe violation of the statutes, procedures, policies, duties of membership or resolutions adopted by the General Assembly,
- breach of confidentiality provisions by a Member.

New legal establishments within an existing Collective Membership are required to sign the subscription to the Statutes. Collective Membership shall be converted to Full or Associate Membership in case the number of legal establishments within the Collective Membership becomes one.

Membership shall automatically cease in case of bankruptcy, withdrawal, dissolution or cessation of business or of change in the nature of business of such that criteria for membership would no longer be complied with.

In case of default of any Member relating to its payment of fees obligation, the Chair of the General Assembly may notify such Member by written notice that suspension will be decided by the next General Assembly.

Any Member shall automatically be expelled or excluded if his fees are not paid within ninety days following the effective date of a suspension notice subsequent to the General Assembly decision.

In case of expulsion, the Member shall forfeit any fees paid during membership.

A new membership application may be made after one year from the date of expulsion.

The admission of an expelled Member is subject to the payment of all arrears in fees and any other monetary obligations to the WWRF.

#### **4.7 Resignation**

Resignations have to be notified in writing to the WWRF Secretariat. Any such notice to withdraw shall take effect from the date so specified in the notice or, if no such date is specified, one month

after receipt of the same.

Any outstanding amounts that are still due to the WWRF at the time of resignation must be paid in full. In case of resignation, the Member shall forfeit any fees accrued during membership.

## **5. Financial Matters**

Each Member of the WWRF will bear its own expenses of participation in the WWRF.

### **5.1 Funds**

The WWRF shall be funded by its membership fees. The membership fees shall cover the WWRF activities as agreed by the General Assembly.

### **5.2 Budget**

The annual budget shall be proposed by the WWRF Chair and be approved by the General Assembly. The budget covers administrative costs (WWRF secretariat), costs for the arrangement of the General Assembly meeting and other meetings / conferences arranged by the WWRF, as far as not covered by conference fees, other expenses in accordance with Article 6.2, and general marketing activities.

### **5.3 Auditor**

The Steering Board shall appoint an auditor for the term of one year to audit the balance sheet and the statement of income and expenditure annually. The auditor may not be a member of the Steering Board. The auditor shall produce a report on his audit examination to the General Assembly.

### **5.4 Liability**

The liability for obligations of the association is limited to its assets. Any personal liability of the Members for obligations of the association is excluded.

## **6. The WWRF Corporate Bodies**

The WWRF shall be composed of a General Assembly, a Steering Board, a Secretariat, Tasks and Activities, and any other committee which may from time to time be established by the General Assembly upon a proposal from the Steering Board and/or upon majority vote of the Members.

### **6.1 General Assembly**

At least once a year, the General Assembly of the WWRF will be convened by its Chair. The General Assembly is the governing body of the WWRF. The main responsibilities are:

- approvals of reports, recommendations, requests and opinions which, in the name of the WWRF, are intended for outside organisations,
- approval of proposals for R&D priorities, plans, and programmes to support industry and national research as well as regional and global R&D programs,
- decision on membership issues,
- approval on work programme,
- approval of the minutes of the previous meeting,
- approval of budget and the membership fees,
- approval of auditor's report,
- election of the Chair and Vice Chairs/Treasurer, when applicable,

- election procedure of Non-Executive Board Members to the Steering Board,
- election of two (2) persons to verify the minutes of the current meeting.

The General Assembly will review the work done by the Steering Board and the Tasks and Activities and their proposals for the future work programme. Members of the WWRF may raise questions, comment and propose amendments or make additional proposals and will approve the work programme.

The General Assembly approves the work programme by general consensus or by simple majority of votes of the Members present in favour of the proposal.

At least once a year the General Assembly will review and approve the budget of the WWRF as proposed by the Chair.

The General Assembly may, by a simple majority vote of the Members present in person or proxy, delegate some of their responsibilities to the Steering Board including the right to sub-delegate some of those to other committees designated. The authority so delegated may at any time be revoked or modified by a majority vote of the Members.

The General Assembly may include discussion fora and parallel workshops on main action lines or specific topics.

In addition to the ordinary General Assembly Meetings, a special General Assembly may be convened if at least 20% of the WWRF Members request so.

The General Assembly will be chaired by a representative of one of its Members for a term of two years. Notwithstanding this, the chairmanship will end at any earlier date on which the WWRF Member represented by the Chair decides to withdraw from the WWRF. Any Chair or Vice Chair/Treasurer may be removed, with or without cause, at any time, by the vote of the majority of the Members, at a special meeting called for that purpose, at any annual or General Assembly meeting, provided notice of that meeting and of the removal question are given as provided in Section 6.1.1, or by written ballot. Any Chair or Vice Chair/Treasurer is automatically removed who has terminated the employment with a Member, or who is employed by a Member whose membership has been suspended or otherwise ended.

The Chair shall remain neutral and hence has not the right to vote in the General Assembly. However, the Member of which the Chair is a representative may send another representative to exercise the voting rights.

The election of the Chair and of the Vice Chairs/Treasurer of the General Assembly will be held with one vote per Member present in person or by proxy, by simple majority.

The election procedure of Non-Executive Board Members to the Steering Board, in accordance with Article 6.2, will be decided by the General Assembly in the case that the number of Sponsor Members exceeds the number of available Non-Executive Board Members.

No remuneration or fees shall be payable for Chairs, Vice Chairs/Treasurer, or any other representative of the WWRF, except as stated in Article 6.2.

In addition observers may be invited on a meeting by meeting basis. The decision on invitation of observers will be taken by the Chair of the General Assembly. The participation of a non-member shall be identified by the Chair at the beginning of the meeting.

### **6.1.1 Notice**

Written notice of the time, place and purpose of holding an ordinary or special General Assembly Meeting shall be given to each Member of the WWRF at least three weeks prior to the scheduled date for that meeting. The written notice of a meeting shall be made by mail, facsimile or e-mail, and will include the proposed agenda including mention of those items for which a decision is already known to be requested.

Minutes shall be kept during the General Assembly meeting. The minutes shall contain the voting list. The minutes shall be signed by the Chair and by two persons who check the minutes before being distributed. The draft minutes of the General Assembly Meeting shall be made available to the Members within fourteen days.

### **6.1.2 Quorum**

Twenty percent or more of the Members (Sponsor Members, Full Members, Collective Members and Associate Members), excluding proxies and Qualified Professionals, shall be necessary to conduct an ordinary or special General Assembly Meeting. For subsequent establishments of the quorum proxies shall be counted.

If such quorum is not met at any meeting, a majority of the Members present in person or by proxy shall have the power to adjourn the meeting without notice other than by announcement at the meeting of the time and place to which the meeting is adjourned.

### **6.1.3 Decisions**

Decisions should be taken by consensus wherever possible (exceptions see below in paragraphs A, B and C). If consensus cannot be reached an indicative voting of the Members present shall take place. If the minority is not willing to accept the result, a formal voting process by simple majority will take place:

**A** - A simple majority of the Members present in person or proxy is required to pass a decision in the following cases:

- approval of the minutes of the previous meeting
- approval of the audited accounts
- approval of the budget and the membership fees
- election or removal of Chair and Vice Chairs/Treasurer of the WWRF's General Assembly

**B** - In the following cases a two-third majority of the Members present in person or proxy is always required to pass a decision:

- revision of the Articles of the Association
- dissolution of the WWRF
- suspension, exclusion or expulsion of a WWRF Member

**C** - Decisions on Forum outputs such as those defined in first bullet of 6.1 or part(s) thereof are ruled by the following procedure:

- If consensus on a single Forum viewpoint is impossible, the Assembly Chair shall either seek consensus on an output expressing differing views, or shall propose that the General Assembly abstains from adopting the output or part(s) thereof.

### **6.1.4 Proxies**

At all ordinary or special General Assembly Meetings any Member shall be entitled to vote either through its own nominated delegate or by a duly accredited proxy. A proxy shall not be valid for



more than the meeting for which it is intended to be used or any adjournment thereof. No Member shall validly hold more than one proxy.

### **6.1.5 General Assembly Vote by email**

The Chair of the General Assembly may at any time organize a ‘GA vote by email’ if requested by the Steering Board or by 20% of the WWRF Members according to Article 6.1.2. For a ‘GA vote by email’ the rules in articles 6.1.1 (‘Notice’), 6.1.2. (‘Quorum’), 6.1.3 (‘Decisions’), and 6.1.4 (‘Proxies’) shall apply analogously.

## **6.2 Steering Board and Executive Board**

The Steering Board shall consist of Executive Board Members, responsible for the day-to-day operation of the WWRF, and Non-Executive Board Members.

The total number of Non-Executive Board Members shall be not more than ten (10) including 4 Industry representatives, 4 Research representatives, 1 Associate Member representative and 1 representative of Qualified Professionals unless the following conditions apply. Each Sponsor Member is entitled to send a representative to the Steering Board under the following conditions:

- At first the Sponsor Members are mapped by category (Industry, Research, Associate Members, Qualified Professionals) to the available Non-Executive Board Members.
- If the number of Sponsor Members per category is exceeding the available number per category, the number of Non-Executive Board Members is increased up to in maximum fifteen (15) in order to accommodate the Sponsor Members.
- If the number of Non-Executive Board Members including Sponsor Members is exceeding 15, the Sponsor Members will elect as many representatives out of the group of Sponsor Members and available seats.
- If the number of Sponsor Members per category is lower than the target number (e.g. 4 Industry minus number of Industry Sponsor Members), the available Board Members are elected by category. That means that Industry Board Members are elected by industry members etc.

This does not preclude participation from the respective Member organisation as Executive Board Member, if elected by the General Assembly.

Each Full member of WWRF shall be allocated by the Secretary into one of the following groups: Industry and Research, Associate Members and Qualified Professionals. The industry and research groups shall each be entitled to elect up to four Non-Executive Board Members and the Associate Members and Qualified Professionals group shall be entitled to elect up to one Non-Executive Board Member at the General Assembly depending on the number of Sponsor Members per category. No WWRF Member shall be represented by more than one (1) Non-Executive Board Member. Non-Executive Board Members shall have a term of two (2) years, and thereafter until his or her successor shall be elected and qualified, or until his or her earlier resignation or removal. Individual Non-Executive Board Members may be nominated for re-election and may, if re-elected, serve multiple consecutive terms beyond their initial appointment.

All Non-Executive Board Members shall be entitled to all rights and bound by the obligations generally afforded and imposed upon all Members and shall be subject to the obligations stated in Articles 8 and 9. If a Non-Executive Board Member organisation ceases to be a Member pursuant to Article 4.6 or 4.7, that Member shall be deemed, at the same time, to have given notice in writing to the WWRF at its office to remove, with immediate effect, any representative in the Steering Board.

The Steering Board is composed of:

- Executive Board Members
  - Chair of the General Assembly,
  - Vice Chairs of the General Assembly,
  - Treasurer,
- Non-Executive Board Members, as stated above.

The Steering Board will be chaired by the Chair of the General Assembly for the term of his office.

The tasks of the Chair include to call for Steering Board meetings, to co-ordinate and lead the work within the Steering Board and to co-ordinate activities and work between the Steering Board and the Secretariat.

The tasks of the Vice Chairs include, in the absence of the Chair, to perform the duties of the Chair.

The tasks of the Treasurer include to produce financial reports, to take care of WWRF's money and execute transactions, to control if new applicants are legal corporations, and to prepare and handle the WWRF budget.

The Executive members of the Steering Board are serving on an honorary basis and without remuneration. For extraordinary services compensation may be paid as determined by a resolution passed by a two-thirds majority of the Steering Board.

The Steering Board may agree to repay to any Executive Steering Board member all such reasonable expenses as he may incur in attending and returning from meetings of the Steering Board or of any committee of the Steering Board or members' meetings or otherwise in or in connection with or about the business of the WWRF.

The Steering Board can decide to regularly invite observers from relevant organisations, such as industry organisations, standardisation organisations, etc. to its meetings. Such decisions have to be reported to the General Assembly. The Chair of the Steering Board may invite experts and advisers.

The signature authority for the WWRF shall be decided by the Steering Board and be reported to the General Assembly.

The Steering Board will arrange General Assembly Meetings of the WWRF and will prepare the agenda of the General Assembly Meetings.

The Steering Board organises collaborations with other bodies.

The Steering Board's main responsibilities are to

- act on the decisions of the General Assembly,
- represent the WWRF based on the decisions taken by the General Assembly,
- address matters of WWRF administration, management and scheduling,
- initiate the development of proposals for R&D priorities, plans, and programmes to support industry and national research as well as regional and global R&D programs in the Working Groups,
- establish, re-organise and dissolve Tasks and Activities within the framework of the work programme approved by the General Assembly,
- appoint Task and Activity Leaders and approve the charters of Tasks and Activities,
- promote co-ordination between the Tasks and Activities,
- monitor the progress of the Tasks and Activities,

- present annually for approval by the General Assembly the balance sheet audited by the auditor,
- process applications for admission and refer them to the General Assembly.

Decisions within the Steering Board should be based on consensus. If no consensus can be reached, the decision has to be transferred to the General Assembly.

Minutes shall be kept during the Steering Board meetings. The minutes shall be signed by the Chair and by one person who checks the minutes before being distributed.

### **6.3 Tasks and Activities**

The Steering Board may establish Tasks and Activities on issues within the WWRF's mandate.

Tasks and activities are open for Members of the WWRF.

Results of Task and Activity meetings shall be recorded. The records shall be signed by the Task or Activity Leader. Each Task or Activity will report on its progress as requested by the Steering Board.. The Leader is responsible for timely reports on progress and for the completion of the work.

The Leader of a Task or Activity may invite experts, advisors and representatives of other organisations to participate as observers in its meetings. The participation of a non-member shall be identified by the Leader at the beginning of the meeting.

### **6.4 The WWRF Secretariat**

The WWRF shall have a Secretariat.

The WWRF Secretariat is in charge of maintaining:

- the WWRF web site,
- the WWRF Member register,
- membership management, including handling membership applications
- a document numbering and classification system applicable to WWRF documents,
- the WWRF documents,
- handling meetings of the Steering Board and General Assembly from an organisational viewpoint including notice and registrations as well as necessary meetings of Tasks and Activities,
- information on the WWRF web pages.

The Secretariat is also in charge of distributing the minutes of the General Assembly and the Steering Board meetings.

The Secretariat is further in charge of assisting in the arrangement and the organisation of General Assembly and Steering Board meetings, and to support the Executive Steering Board Members.

Any Member of the WWRF may have access to any numbered document kept by the WWRF Secretariat at the Member Only area of the WWRF web site.

## **7. Intellectual Property Rights**

All patents, copyrights or other intellectual property owned or created by any Member shall remain the property of that Member. Such ownership shall not be affected in any way by the Member's participation in the WWRF, unless the Member specifically agrees otherwise.

These restrictions do not impede WWRF's registering of trademarks, copyrights or other protections and issuing licences for the use thereof.

## **8. Disclosure of information and confidentiality**

All and any information either orally disclosed or as material presented by a Member to the WWRF or its subgroups shall be deemed non-confidential except as may be provided below or as otherwise agreed to in a written agreement between the affected parties.

All information developed by the WWRF shall be deemed the Confidential Information of the WWRF until made publicly available. This should not affect the information disclosed or material presented by a Member to the WWRF or its subgroups. All works in progress, minutes of General Assembly meetings, minutes of the Steering Board, results of Working Groups, and attorney work product shall in all cases be deemed Confidential Information of the WWRF and subject to the terms hereof.

From time to time a Member may deem it necessary to disclose information to the WWRF itself or to the other Members which such Member considers confidential or proprietary ("Confidential Information"). In such instances the relevant information may be disclosed in confidence and shall be considered Confidential Information of the disclosing party if, and only if, the information is specifically designated as Confidential Information by the disclosing party at the time of disclosure. Any such designation shall be effected by (1) marking any information disclosed in writing in a manner which indicates it is the Confidential Information of the disclosing party; or (2) by orally indicating that any information disclosed orally is the Confidential Information of the disclosing party and then within ten (10) days providing all other Members with a written summary of the orally disclosed Confidential Information so that such Confidential Information is more easily identified. By disclosing Confidential Information a Member agrees that should any such Confidential Information be necessarily or inferentially disclosed in a publication of the WWRF, such Member shall allow publication of such information. All information disclosed by Members prior to the date of this Agreement directly for the purposes of the WWRF shall be governed by the provisions of this section.

With respect to Confidential Information, the receiving party agrees, for a period of three (3) years, to use the same care and discretion to avoid disclosure, publication, and dissemination outside the receiving party and its affiliates according to Article 4.3, contractors and consultants as the receiving party employs with its own Confidential Information, but no less than reasonable care. Any disclosure by a receiving party to its affiliates, contractors and consultants should be subject to an obligation of confidentiality at least as restrictive as those contained in this section. The foregoing obligation shall not apply to any information which is: (1) already known by the receiving party prior to disclosure; (2) publicly available through no fault of the receiving party; (3) rightfully received from a third party without a duty of confidentiality; (4) disclosed by the disclosing party to a third party without a duty of confidentiality on such third party; (5) independently developed by the receiving party; (6) disclosed pursuant to the order of a court or other authorized governmental body, or as required by law, provided that the receiving party provides reasonable prior written notice to the disclosing party, and cooperates with the disclosing party, so that the disclosing party has the opportunity to oppose any such order; or (7) disclosed by the receiving party with the disclosing party's prior written approval.

After resignation, suspension, exclusion, expulsion or non-renewal as a Member, for any reason, a former Member has a continuing duty under this Article.

## 9. Compliance with Antitrust Laws

- 9.1 Neither the WWRF nor any of its committees or activities shall be used for the purpose of bringing about or attempting to bring about any understanding or agreement, written or oral, formal or informal, express or implied, among and between competitors with regard to prices, terms or conditions of sale, distribution, volume of production, territories, customers, credit terms or marketing practices.
- 9.2 There shall be no discussion, communication or other exchange between members of the WWRF and/or their representatives of prices, pricing methods, production quotas or other limitations on either the timing, costs or volume of production or sale, or allocation of territories or customers.
- 9.3 No activity or communication of the WWRF or any of its members or representatives thereof shall include any discussion which might be construed as an agreement or understanding to refrain, or to encourage a member to refrain, from purchasing any raw materials, equipment, services or other supplies from any supplier or from dealing with any supplier.
- 9.4 No WWRF activity or communication, or that of its members or the representatives thereof, shall include any discussion which might be construed as an attempt to prevent any person or business entity from gaining access to any market or customer for goods and services, or to prevent any business entity from obtaining a supply of goods or services or otherwise purchasing goods or services freely in the market.
- 9.5 No applicant for membership in the WWRF, who otherwise meets the qualifications set forth herein, shall be rejected for any anti-competitive purpose or for the purpose of denying such applicant the benefits of membership.
- 9.6 The WWRF is not a standard-setting organization and neither it nor any committee or member thereof shall make any effort to bring about the standardization of any product or service for the purpose or with the effect of preventing the manufacture, sale or supply of any product or services not conforming to a specified standard.
- 9.7 To the extent that the purposes of the WWRF, as set forth herein, require, for the WWRF's purposes and objectives, joint research and development by two or more of its members, or representatives thereof, any such joint research and development for the WWRF shall exclude the following activities:
- the exchange of information among competitors relating to costs, sales, profitability, prices, marketing or distribution of any product, process, or service that is not reasonably required to conduct the research and development;
  - any agreement or any other conduct restricting, requiring, or otherwise involving the production or marketing by any member of the WWRF of any product, process or service, other than the production or marketing of proprietary information developed through such joint research and development, such as patents and trade secrets; and
  - any agreement or any other conduct restricting or requiring the sale, licensing or sharing of inventions or developments not developed through such joint research

and development, or restricting or requiring participation by any member of the WWRF in other research and development activities, that is not reasonably required to prevent misappropriation of proprietary information contributed by any member of the WWRF, or representative thereof, or of the results of such joint research and development.

- 9.8 Each signatory will counsel its representatives who participate in any activities under this Agreement on the importance of limiting the scope of their discussions and communications to the topics that relate to the purposes of this Agreement, whether or not such discussions and communications take place during formal meetings, informal gatherings, or otherwise.

## **10. Dissolution**

The WWRF may be dissolved by a two-thirds majority vote of the General Assembly. Any balance remaining after liquidation shall be donated to a tax-exempt association with the same or similar goals. The distribution of the balance among the WWRF members shall be excluded.

## **11. Governing Law - Disputes**

These Articles of Association and all regulations promulgated thereunder shall be governed by the laws of Switzerland.

All disputes arising in connection with these Articles of Association or regulations based on these Articles of Association shall be settled in accordance with the Rules of the International Chamber of Commerce by three arbitrators, unless otherwise agreed. The place of arbitration shall be Zurich. The arbitral procedure shall be conducted in English.

If the decision of the arbitral procedure does not involve the WWRF itself or any of its Members having their seat or domicile in Switzerland, it shall be final and binding and the parties shall waive all challenge of the award in accordance with Article 192 of the Swiss Private International Law Statute.

## **12. Language**

English shall be the working language of the WWRF and all WWRF Documents shall be in the English Language.

## **13. Entry into Force**

The WWRF shall enter into force upon signature of the Founding Members Alcatel, Ericsson, Motorola, Nokia and Siemens.

Zurich, August 14, 2001  
Revised September 27, 2005  
Revised November 18, 2010  
Revised September 4, 2015

