

Open AFC

TIP Board of Directors Approval Date: August 04, 2021

1. SOFTWARE PROJECT GROUP NAME

Open Automated Frequency Coordination (Open AFC)

2. PURPOSE

The Open AFC project is a dedicated open-source community for the design, development, testing, and potentially certification of Automated Frequency Coordination (AFC) software for unlicensed services (e.g., Wi-Fi) in the 6GHz band.

3. SOFTWARE PROJECT SCOPE

The Open AFC software project group will focus on the iterative development, validation, and contribution of open software for cloud-based AFC services and devices by focusing on the following:

- Define and contribute software requirements, design artifacts, architectures, APIs, data models, and workflows
- Reference to existing industry standards and available components as appropriate
- Develop, build, and test software components
- Validate AFC services and devices interoperability and ability to protect the incumbents through direct engagement in TIP lab and field trials
- Support a rich AFC ecosystem that is well integrated, curated, & tested

General Deliverables

- Source Code, supporting software including test software, scripts, and system validation source code

- Requirements documents, design documents, configurations, and test process documentation

Delivery Process

- Software development will be managed, tracked, and delivered by industry standard, open-source practices including defined roadmap, feature backlog, defined delivery sprints
- System design and validation artifacts will be managed, tracked, and delivered via industry standard, open source practices and published in the project group tools

4. COLLABORATION

The group will be structured and managed as a single Project Group, with the option to create additional sub work streams as appropriate to meet community needs.

The Open AFC Working Group (WG) will engage and collaborate with any TIP Project Group as appropriate. A key driver of this collaboration will be the public availability of the software, validation code, and documentation artifacts contributed to the Open AFC group.

This group will conduct its activity via:

- Co-chair and member collaboration by individuals that join and participate in the group
- Quarterly general meeting of the Open AFC WG

In addition, the project group may collaborate with other industry groups related to software and infrastructure.

5. GROUP CHAIRS AND CO-CHAIRS

- Chris Szymanski, Broadcom
- Peiman Amini, Cisco
- Michael Tseytlin, Facebook

These individuals will serve as the initial Maintainers.

6. SOFTWARE PROJECT MAINTAINER

The Co-Chairs will appoint one or more Maintainers subject to the approval of the TIP Board in accordance with Section 7.1 of the [TIP IPR Policy](#). The Authorized Representative of the Participant employing the Maintainer must execute this Software Project Group Charter. The TIP Board of Directors may replace the Maintainer at their sole discretion, and at any time.

The Maintainer, according to the Telecom Infra Project IPR Policy, has the following responsibilities:

- The Maintainer will coordinate the Contributions of Contributors (including accepting or rejecting proposed Contributions), the hosting of the Software Project, and handling of pull requests in accordance with the then-current TIP Guidelines for Maintainers for TIP Software Projects
- The Maintainer will determine practices for releases of updates subject to approval by the Board of Directors or an Administrative Committee formed in accordance with the TIP Bylaws

The Maintainer has the additional responsibilities described in this Charter and as may be delegated to him or her from time to time by the TIP Board of Directors, including:

- Ensuring that all Contributors' Authorized Representatives have executed the [TIP Software Contribution and License Agreement](#) attached hereto in Appendix A
- Tracking all Contributions submitted including the date of submission, the entity responsible for the submission, and whether the Contribution was accepted, with or without modification, or rejected
- Appointing and managing Committers, if any, in accordance with the then-current TIP Guidelines for Maintainers for TIP Software Projects
- Coordinating with TIP legal counsel to ensure compliance with all third-party software licenses including free and/or open source software licenses, as necessary

7. SERVICES PROVIDED BY TIP

- GitHub repository

- Atlassian Suite (Jira, Confluence)
- Slack

8. INITIAL SOURCE CODE CONTRIBUTION

- Facebook AFC source code submitted under the TIP CLA
- Facebook AFC supporting source code documentation under TIP Document IPR Policy

9. SOFTWARE PROJECT TERMS

This Software Project Group Charter establishes the purpose, project scope, and intellectual property license terms applicable to the Software Project described herein (“**Software Project**”). Only Participants whose Authorized Representative executes this Project Group Charter are permitted to participate in this Project Group in accordance with the TIP Bylaws.

Term: The Project Group shall commence on the date this Charter is approved by the Board (“**Formation Date**”) and shall terminate automatically one year from the Formation Date unless the TIP Board of Directors votes to extend the Term for a subsequent 1-year term. The TIP Board of Directors may extend the Term an unlimited number of times.

9.1 LICENSE TERM

The license terms applicable to the Software Project shall be as follows:

Limited copyright-only license as approved by the TIP Board of Directors.

Standard 3-clause BSD License.

BSD License plus patent grant.

Access to the code and permission to use it are offered by TIP to any TIP Participant who agrees to the terms of this Charter. There is no fee to join TIP for the sole purpose of participating in the Open AFC PG. You agree that you will not share any Contributions of other PG members, or any draft or final PG Deliverables with any party who is not a member of this PG. A roster of PG member entities is available on the project group Confluence page.

A copy of the complete license for the Project is attached hereto as Schedule 1 (the “**Project License**”).

9.2 CONTRIBUTION TERMS

Organizations and individuals that execute this Software Project Charter will be bound by its terms, will be permitted to participate in the project.

Contributions to the Software Project for must be made pursuant to the TIP Software Contribution and License Agreement (CLA)

___ Check here if Contributions must also be accompanied by the Developer Certificate of Origin as set forth in Annex B of the Telecom Infra Project IPR Policy

9.3 SOFTWARE PROJECT LICENSING POLICIES

Contributions to Deliverables and any license to use the Deliverable upon its finalization are governed by TIP’s [Organizational Documents](#). The IPR policies and agreements referenced below are TIP Organizational Documents unless otherwise specified and attached to this Charter.

Deliverable	IPR Treatment	Approval Procedures
Software, test automation, and system validation source code as defined in section 3 Deliverables	AFC Software Contribution and License Agreement (see Appendix A)	Version(s) approved by consensus of the Maintainers and project group Chairs
Test automation, system validation, and open hardware documentation artifacts as defined in section 3 Deliverables	Document IPR Policy	Final approval by Technical Committee

The undersigned Authorized Representative hereby agrees to the terms of this PG Charter and represents, warrants, and covenants that any contractors, sub-contractors, or employees thereof (“Contractors”), participating on behalf of the identified Participant is participating with the same rights and obligations as employees of the Participant, and that the

Participant is responsible for such Contractor's adherence to the PG Charter and any applicable TIP Organizational Document.

Charter Update: This Charter will be updated to reflect any changes as set forth in the Project Group Charter Revision Policy which may be accessed at https://cdn.brandfolder.io/D8DI15S7/as/q7rnyo-fv487k-2j33tl/Project_Group_Charter_Revision_Policy_-_Telecom_Infra_Project.pdf.

SCHEDULE 1

Project License

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APPENDIX A

TIP Software Contribution and License Agreement¹

Thank you for your interest in the Telecom Infra Project, Inc. ("TIP"). In order to clarify the intellectual property license granted with software contributions ("**Software Contributions**") from any person or entity, TIP must have a Contributor License Agreement (**CLA**) on file that has been signed by each Contributor, indicating agreement to the license terms below. This license is for your protection as a Contributor as well as the protection of TIP and its users; it does not change your rights to use your own Software Contributions for any other purpose.

This version of the CLA allows an entity ("**Corporation**") to submit Software Contributions to the Open Automated Frequency Coordination (Open AFC) Project Group of TIP in connection with the Open AFC ("**Software Project**"), to authorize Software Contributions submitted by its designated employees to the Software Project, and to grant copyright and patent licenses thereto.

If you have not already done so, please complete and sign, then scan and email a pdf file of this Agreement to support@telecominfraproject.com.

Please read this document carefully before signing and keep a copy for your records.

Corporation name: _____

Corporation address: _____

Authorized Representative as set forth in Your Participation Agreement:

E-Mail: _____

Telephone: _____

¹ This CLA is derived and differs from the Corporate Contribution and License Agreement provided by the Apache Software Foundation. See <https://www.apache.org/foundation/license-faq.html#CLA-Usage> for explanation of permissions.

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foregoing rights in Your Contributions and such derivatives solely for the purpose of developing the Open AFC software in the Open AFC software project group under the BSD License as set forth in the AFC PG charter (any such sublicense shall hereafter be referred to as a “**Software Project License**”).

3. Grant of Patent License. The TIP IPR Policy requires software projects use either a BSD license, a BSD license plus patent grant, or a copyright-only license. If the TIP software project uses the BSD license plus patent grant option, the Contributor will grant the RF Patent License as defined below for its Software Contributions and is otherwise subject to the express patent grant added to the BSD license. If the software project uses the BSD license without a patent grant or a copyright-only license, this CLA does not require the Contributor to grant the RF Patent License below.

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5. You represent that each of Your Software Contributions is Your original creation (see Section 7 for submissions on behalf of others).

6. You are not expected to provide support for Your Software Contributions, except to the extent You desire to provide support. You may provide support for free, for a fee, or not at all. Unless required by applicable law or agreed to in writing, You provide Your Software Contributions on an "AS IS" BASIS,

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7. Should You wish to submit work that is not Your original creation, You may submit it to TIP separately, identifying the complete details of its source and of any license or other restriction (including, but not limited to, related patents, trademarks, and license agreements) of which you are personally aware, and conspicuously marking the work as "Submitted on behalf of a third-party: [named here]". If you are submitting software in executable form that is not Your original creation and You are contractually prohibited from complying with the foregoing requirement, You may satisfy the foregoing requirement by (i) separately notifying TIP in writing and in advance that Your Software Contribution to be submitted to the Software Project includes executable code that is not Your original creation, and (ii) certifying in writing that you have been authorized (including through a written agreement) by the copyright owner ("**Original Owner**") of such executable code that You have the right to submit the executable code as part of Your Software Contribution under the terms of this CLA. You agree to indemnify, defend, and hold harmless TIP, its members, and any recipients of Your Software Contribution, in whole or in part, including their respective officers, directors, employees, representatives, successors, assigns and agents for any claims brought by or on behalf of the Original Owner, or its successors or assigns, for the exercise of any right granted in the Software Project License related to Your Software Contribution, in whole or in part.

8. It is your responsibility to notify TIP when any change is required to the list of designated employees authorized to submit Software Contributions on behalf of the Corporation, or to the Corporation's Authorized Representative to TIP as specified in the Corporations Participation Agreement with TIP.

Please sign: _____ Date: _____

Title: _____

Corporation: _____

SCHEDULE A

[Initial list of designated employees. Authorization is not tied to particular Contributions.]

SCHEDULE B

List of contributions

Any related documentation and materials other than software contributed to the project are subject to the TIP Document IPR Policy as set forth in the Open AFC project group charter.

ACCEPTANCE

Contact Name

Contact Title

Email Address

Telephone Number (Include Country Code)

Company Name

Company Address, City, State, Country, Postal Code

Company Web Page URL

Primary services or products the company provides

Signature

Date

Signed by (print name)