

# **MEMORANDUM OF UNDERSTANDING**

## **JOINT STANDARDS DEVELOPMENT PROCEDURES**

11/21/2024

This Memorandum of Understanding (Agreement) is entered into between the following parties ("Parties"):

- A. NENA: The 9-1-1 Association (NENA),
- B. APCO International (APCO); and
- C. The NENA Board of Directors; and
- D. The APCO Board of Directors.

### **1. RECITALS**

- A. NENA and APCO shall work together in good faith in standards development for the public safety community.
- B. NENA serves the public safety community as the only professional organization solely focused on 9-1-1 policy, technology, operations, and education issues. With tens of thousands of members, NENA promotes the implementation and awareness of 9-1-1 and international three-digit emergency communications systems.
- C. APCO is the world's oldest and largest organization of public safety communications professionals and supports the largest U.S. membership base of any public safety association. It serves the needs of public safety communications practitioners worldwide - and the welfare of the general public as a whole — by providing complete expertise, professional development, technical assistance, advocacy and outreach.
- D. Both NENA and APCO are standards development organizations with policies and procedures approved by the American National Standards Institute (ANSI).
- E. NENA and APCO must occasionally enter into joint standards development activity.
- F. Both NENA and APCO have independent standards development procedures, including designation of the consensus body, appeals and approval processes that cannot be fully honored simultaneously in any standards development project due to small differences in process.
- G. Both NENA and APCO, as a matter of policy, wish to have a mutually beneficial relationship in supporting standards development activities for their respective memberships.

**THEREFORE, IN CONSIDERATION** of the mutual promises and obligations contained herein and for other good and valuable consideration, the receipt and sufficiency of which are acknowledged, the Parties agree to the following procedure in any future joint standards development work between APCO and NENA.

## 2. Joint Working Groups

Joint Working Groups (JWG) are created to address a specific issue and to develop a specific Deliverable by a specific date based on an approved charter entered into and approved mutually by APCO's Standards Development Committee (SDC) and NENA's Development Group (NDG) in accordance with each SDO's procedures as approved by ANSI ("established procedures"). Once that task is done or abandoned, the JWG is dissolved. The JWG may be reconvened to reaffirm or update the standard as needed.

**Participation in JWG's shall be open to any entity** (organization, company, government agency, etc.) or individual with a direct and material interest in the issue and such JWG's shall involve participants from varied interest categories in public safety communications including 9-1-1 with the objective of achieving balance between **users, producers and general interest** categories without dominance by a single interest category, individual or entity. Participants have a right to participate by expressing a position and its basis and having that position considered. They also have a right to participate in voting and to appeal decisions. Any membership disputes may be appealed in accordance with the rules set forth in this policy.

### ***Consensus Body***

The voting members of a JWG that develop an American National Standard are the designated "Consensus Body."

### ***Leadership***

The leadership of the JWG shall consist of one delegate nominated by APCO SDC and one delegate nominated by NENA NDG.

### ***Membership***

APCO SDC and NENA NDG will use established procedures for soliciting membership within a JWG, seeking delegates, equal to the interest category balance need, with a maximum of fifteen (15) delegates acting on behalf of each SDC and NDG. APCO and NENA shall make a good faith effort to have equal representation on the consensus body membership between both organizations and shall document all such efforts.

## 3. Managing Partner

Prior to the start of work, a Managing Partner ("Manager") (NENA or APCO) shall be designated for each JWG. The APCO staff liaison, or their delegate; and the NENA Committee Resource Management (CRM) department; shall determine the Manager by consensus (either NENA or APCO).

The Manager shall convene meetings for the JWG, provide collaboration tools, document templates, and general day-to-day management of the JWG. The JWG will generally adhere to

established procedures. Where the MOU does not define procedure, the Manager's established procedures shall apply.

The Manager will be responsible for all aspects of compliance with the ANSI process.

#### **4. Branding**

All JWG work products shall prominently feature the branding of both organizations.

#### **5. Approval of Deliverables**

Both APCO SDC and NENA NDG will follow established procedures for approval of a Deliverable, and both development organizations must approve of a Deliverable before it is published per their processes. In the event the organizations do not approve the deliverable, the issue will automatically move to an appeals process.

#### **6. Interpretation Procedure**

NENA NDG and APCO SDC shall have the task of addressing issues related to interpretations of Joint ANS standards whenever questions arise regarding the intention of the standards.

Request for interpretations of Standards shall be submitted in writing to the SDC staff liaison/secretary or NENA CRM according to which organization is acting as Manager.

An inquiry should include the following information:

1. The name, address, email, and telephone number of the person requesting the interpretation.
2. A statement demonstrating the requestor's direct, and material interest in the document.
3. The number, issue, and issue date of the document in question.
4. A statement of the question(s).

An interpretation subgroup of five individuals total, two each from the SDC and NDG, consisting entirely of JWG members if possible, and one chosen by consensus of both SDC and NDG shall be appointed by the SDC chairperson and DSC. The interpretation subgroup's interpretation shall be considered final. Approval shall be by simple majority.

Approved interpretations shall be sent in writing to the requester by the staff SDC staff liaison/secretary or NENA CRM, as applicable.

#### **7. Appeals**

Persons who have directly and materially affected interests and who have been or will be adversely affected by any procedural action or inaction by the JWG with regard to the development of a proposed ANS or the revision, reaffirmation or withdrawal of an existing ANS shall have the right to appeal.

### ***Appellant***

“Appellant” means the party who is claiming adverse affects through actions or inactions of another party.

### ***Respondent***

“Respondent” means the party whose actions or inactions are the subject of an appeal.

### ***Complaint***

The appellant shall file a written complaint with the SDC staff liaison/secretary or NENA CRM, as applicable, within thirty (30) calendar days after the date of notification of action or at any time with respect to inaction. The burden of proof to show adverse affects shall be on the appellant.

### ***Response***

After receipt of the complaint, the JWG chairs, if available, shall respond in writing to the appellant, in an effort to resolve the complaint. If feasible, the response to the appellant will occur within thirty (30) calendar days. Otherwise, the appellant will be advised as to the reason for a delay.

If one or both of the JWG chairs are not available, the APCO SDC and/or NENA DSC shall appoint one or more delegates each for the purposes of resolving the complaint.

### ***Hearing***

If the appellant and the JWG chairs (or delegates, as applicable) are unable to resolve the written complaint in a manner consistent with these procedures, the staff SDC liaison/secretary or NENA CRM, as applicable, shall schedule a hearing with an appeals panel on a date agreeable to all participants, giving at least fifteen (15) calendar days' notice. Such notice shall not be given prior to the formation of the appeals panel.

### ***Appeals Panel***

The appeals panel shall consist of at least three individuals who have not been directly involved in the matter in dispute and who will not be materially or directly affected by any decision made or to be made in resolving the dispute.

The appeals panel shall be appointed by the SDC chairperson and DSC chairs through consensus by the SDC chairperson, DSC chairs and the appellant. If consensus cannot be reached, the SDC chairperson shall appoint two members, and the DSC shall appoint two members, with appointees equally apportioned between both DSC and SDC. A fifth member will then be selected as a consensus choice of both the APCO SDC and NENA DSC. This person shall be familiar with the ANSI Standards process, but will not have been an active participant in the work in question.

The appellant must be notified of the panel's composition and given the opportunity to object to the composition of the panel. Objections must be specific and valid to be considered.

### ***Rapporteur***

The panel, once convened, shall assign a rapporteur from amongst its panelists. The rapporteur is responsible for managing communications between the appellant, the panel, SDC, DSC, APCO, NENA and any public inquiries. The rapporteur shall also prepare the final written decision of the panel.

### ***Conduct of the Hearing***

Each party may present pertinent arguments, and members of the appeals panel may address questions to individuals. The hearing shall be made reasonably available by electronic means to interested members of the public to observe.

### ***Decision***

The rapporteur shall render the panel's decision in writing within thirty (30) calendar days, to the staff SDC liaison/secretary or NENA CRM, as applicable, presenting the findings of facts and conclusions, with reasons therefore, citing the evidence. The SDC staff liaison/secretary or NENA CRM, as applicable, shall notify in writing within 30 calendar days the appellant, the DSC and the SDC of the decision of the appeals panel, which shall be binding.

The findings may include the following positions:

- A. Finding for the Appellant, giving specific issues and facts regarding which actions or inactions were not taken with subsequent remanding the action to the JWG; or, if the JWG has already completed its work and has been dissolved, to a new JWG of substantially similar charge.
- B. Finding for the Respondent, that all actions or inactions were taken in compliance with these procedures.
- C. The Manager has responsibility for appropriate filing and retention, for ANSI purposes, of all necessary documentation related to appeals.

## **8. Acknowledgements**

All Deliverables shall acknowledge their contributors, including JWG members and third parties who provide contributions to the Deliverable, and for prior publications incorporated in whole or in part.

## **9. Intellectual Property**

All parties own and retain all right, title, and interest, worldwide, in any and all of its Intellectual Property preexisting before the effective date of a JWG's charter ("Background IP"), subject to each organization's individual IP policy at the time of creation.

Each party shall own and retain ownership of any data, information, derivative works, work product or other Intellectual Property it creates, without any contribution from the other Party of any kind, hereunder (“NENA IP” and “APCO IP”).

With respect to Joint IP that qualifies as original works of authorship under the copyright, the Parties agree to jointly file as co-authors for any patent, trademark, or copyright relating to such Joint IP per the terms taken in part from *Appendix A: Intellectual Property Rights Policy of APCO/NENA Joint Working Groups*

**Copyright:** JWG members acknowledge and agree that all right, title and interest that they may now or in the future have in all written documents or other forms of expression produced by the JWG in the course of developing a standard or policy will belong to APCO and NENA as a "work made for hire" under the Copyright Act, of which APCO and NENA will be deemed the co-authors. In the event that a JWG member's contribution is deemed other than a "work made for hire," the JWG member irrevocably assigns and agrees to assign, transfer and convey to APCO and NENA all right title and interest in such written documents and other forms of expression in all tangible mediums.

To the extent that a JWG member holds a prior copyright interest in a contribution to the JWG, such member will and hereby does grant to APCO and NENA a perpetual, irrevocable, worldwide, restriction-free, royalty-free license to use the copyright holder's work in any medium with the right to directly and indirectly sublicense, copy, publish, and distribute the contribution in any way, and to prepare derivative works that are based on or incorporate all of the contribution. On request, JWG members will provide a copyright statement with respect to each contribution and will execute such other documents as reasonably requested to comply with this policy.

By making a contribution to the JWG, a member represents and warrants that they own or control the copyright in the content of the contribution and have the right to grant the license required by this agreement. Where a copyright in a contribution is owned or controlled by a member's Sponsor Organization, a contributing member is obligated to identify to the JWG "secretary" the Sponsor Organization's ownership interest and represents and warrants that they are authorized by such Sponsor Organization to grant the license required by this agreement.

## **10. General Provisions**

- A. No forbearance, failure or delay in exercising any right, power or privilege by any of the Parties shall act as a waiver thereof, nor does any single or partial exercise thereof preclude any other or future exercise thereof, or the exercise of any other right, power or privilege.
- B. If and to the extent any provision of this Agreement is held invalid or unenforceable at law, such provision will be deemed stricken from the Agreement, and the remainder of the Agreement will continue in effect and be valid and enforceable to the fullest extent permitted by law.

- C. Each party has read this Agreement, understands it and agrees to be bound by its terms and conditions. This Agreement may be executed in counterparts, and signatures exchanged by facsimile or other electronic means are effective for all purposes hereunder to the same extent as original signatures.
- D. The parties agree that this agreement shall be deemed to have been made at Alexandria, Virginia, that any dispute arising under the terms of this agreement or any alleged breach of the duties of confidentiality established hereunder shall be subject to legal action solely in a federal or state court sitting at Alexandria, Virginia, that the parties hereby submit themselves irrevocably to the jurisdiction of such courts, and that the substantive laws of Virginia (excluding its choice of law principles) shall govern any such dispute.

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## SIGNATURE PAGE

IN WITNESS WHEREOF, the parties' authorized representatives have signed this Agreement:

**NENA:**



Brian Fontes, Chief Executive Officer

Date: December 10, 2024

**APCO:**



Mel Maier, CEO & Executive Director

Date:

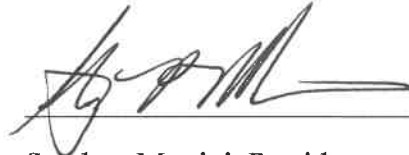
**NENA BOARD OF DIRECTORS:**



Melanie Jones, President

Date: December 10, 2024

**APCO BOARD OF DIRECTORS:**



Stephen Martini, President

Date:



## **Appendix A: Sample Intellectual Property Rights Policy**

### **Joint Working Groups**

#### **<<Standard>>**

The following Intellectual Property Rights Policy pertains to any Joint Working Group (JWG) of APCO International ("APCO"), serving as Managing Partner of this ANSI standards development effort, and the National Emergency Number Association ("NENA"). The entities share co-authorship and all such rights appertaining thereto.

1. Scope: Intellectual Property Rights or "IPR" refers to the rights that individuals and companies may have in what are sometimes referred to as "creations of the mind," i.e., inventions, literary and artistic works, and symbols, names, images, and designs used in commerce. IPR may arise from or be evidenced by patents and patent applications, copyrights, trademarks, and trade secrets.
2. Purpose: The purpose of the Intellectual Property Rights Policy is to:
  - a. Promote awareness of IPR issues among JWG members in order to permit informed decision making about the tradeoffs associated with technical alternatives that may be encountered in the course of the JWG's work;
  - b. Ensure that implementers of developed standards and policies are not unreasonably inhibited by IPR licensing requirements; and
  - c. Allow for the protection of the IPR of JWG members or their employers or other organizational affiliations (in either case a "Sponsor Organization") in conformance with the Essential Requirements of the American National Standards Institute (ANSI), including the ANSI Patent Policy.
3. Confidentiality and Non-Disclosure:
  - a. JWG members are encouraged to treat information that may be learned as a result of participating in the JWG that is not otherwise publicly available as confidential information. Such information should not be disclosed to any person or organization that does not need to know such information in order to assist in the work of the JWG.
  - b. JWG members are prohibited from disclosing any work products not otherwise publicly available (including such things as draft or completed standards, communications, records and working documents) to any person or organization for any purpose without the prior written permission of APCO and NENA.
4. Patents: APCO and NENA support in principle the drafting of a standard or policy that includes the use of an Essential Patent Claim if it is determined that technical reasons justify this approach. An Essential Patent Claim is a pending or issued patent claim whose use would be required for compliance with a standard or policy under development. Consistent with ANSI Patent Policy, JWG members have the following obligations:

- a. Each individual participating in the JWG on his or her own behalf is obligated to notify the JWG "secretary" in writing of the existence of any Essential Patent Claim which they own or control.
  - b. Each individual participating in the JWG on behalf of a Sponsor Organization is obligated to notify the JWG "secretary" in writing of the existence of any Essential Patent Claim which they own or controls or which the Sponsor Organization owns or controls or has a right to own or control. This obligation extends only to Essential Patent Claims that the individual is personally aware or would reasonably become aware by a good-faith inquiry with their Sponsor Organization.
  - c. In any notice provided to the "secretary" under the preceding "a" and "b" subsections, JWG members are encouraged but not required to disclose additional information regarding the Essential Patent Claim(s) so as to enable the JWG to evaluate the potential impact of the claimed IPR on its proceedings. JWG members are encouraged to notify the "secretary" as soon as practical during the standard or policy development process.
  - d. All JWG members are encouraged but not obligated to disclose third-party or other patent IPRs of which the member is aware and that may be relevant to the JWG proceedings. JWG members have no obligation to search for or identify relevant third-party patents or patent applications. Likewise, neither APCO nor NENA is responsible for identifying or evaluating patents for which a license may be required by an existing or developing standard or policy.
5. Copyright: JWG members acknowledge and agree that all right, title and interest that they may now or in the future have in all written documents or other forms of expression produced by the JWG in the course of developing a standard or policy will belong to APCO and NENA as a "work made for hire" under the Copyright Act, of which APCO and NENA will be deemed the co-authors. In the event that a JWG member's contribution is deemed other than a "work made for hire," the JWG member irrevocably assigns and agrees to assign, transfer and convey to APCO and NENA all right title and interest in such written documents and other forms of expression in all tangible mediums.
- a. To the extent that a JWG member holds a prior copyright interest in a contribution to the JWG, such member will and hereby does grant to APCO and NENA a perpetual, irrevocable, worldwide, restriction-free, royalty-free license to use the copyright holder's work in any medium with the right to directly and indirectly sublicense, copy, publish, and distribute the contribution in any way, and to prepare derivative works that are based on or incorporate all of the contribution. On request, JWG members will provide a copyright statement with respect to each contribution and will execute such other documents as reasonably requested to comply with this policy.
  - b. By making a contribution to the JWG, a member represents and warrants that they own or control the copyright in the content of the contribution and have the right to grant the license required by this agreement. Where a copyright in a

contribution is owned or controlled by a member's Sponsor Organization, a contributing member is obligated to identify to the JWG "secretary" the Sponsor Organization's ownership interest and represents and warrants that they are authorized by such Sponsor Organization to grant the license required by this agreement.

6. Trademark: From time to time, APCO or NENA may adopt, use, and register a name or logo to identify, promote, certify and/or distinguish a standard or policy, the organization in whole or in part, or its members. JWG members agree and acknowledge that such trademarks are the property of APCO or NENA respectively at all times and that membership in the JWG does not in and of itself grant any right in or license to use APCO or NENA trademarks.
7. Trade Secrets: APCO and NENA cannot guarantee the confidentiality of information shared with the JWG. Consequently, JWG members will not be expected to reveal trade secret or other confidential information in the course of participation in any JWG activity.
8. Antitrust: Antitrust laws regulate trade and commerce by preventing practices such as unlawful restraints, price-fixing and monopolies, thereby promoting competition for the protection and benefit of the consuming public. APCO and NENA are committed to fully complying with the antitrust laws. From time-to-time industry competitors may be represented on the same JWG. All JWG members have an obligation to avoid or end any discussion or activity, seek the advice of legal counsel, and, if necessary, end any meeting if the discussion or activities could be construed to raise any antitrust issues. JWG members are encouraged to voice any and all concerns in this regard to the committee directly or to the JWG "secretary" so that such concerns may be addressed.
9. No Conflict: This Intellectual Property Rights Policy is intended to summarize, and not in any way change, add to or otherwise modify the Intellectual Property Rights Policy set forth by ANSI. In the event of any difference (be it an expansion, contraction, or conflict) between the obligations set forth in this document and the ANSI IPR policy, the ANSI IPR policy shall control. Members are encouraged to read the full ANSI IPR policy to determine the policies and procedures applicable to their JWG service.

I have reviewed, acknowledge and agree to abide by this Intellectual Property Rights Policy as it may relate to my JWG service especially in developing policies or standards. If I am representing a "Sponsor Organization," I warrant that I have authority to bind it as well to the requirements and obligations of this policy.

**SIGNATURE:**

Print Name:

Title:

Date: