



## Terms of Reference (“ToR”) for Foundry Device Homologation (“Project”)

**The Terms of Reference are deemed accepted by a participation.**

### 1. Project Description

1.1 The Device Homologation pilot is a GSMA-led proof of concept to establish a trusted, standardised, cross-industry data-sharing framework to support OEMs and government regulators involved in attestation and homologation efforts. (“**Device Homologation Project**”).

### 2. Overall Project Objectives (“**Objectives**”)

2.1 The Project is narrowly focused on the homologation use case with several key objectives.

- (i) Regulators have access to per device information status
- (ii) OEMs have access to a secure, trusted data sharing solution that simplifies per country access in support of homologation requirements.

### 3. Specific Foundry Project Participation Requirements

3.1 The Initiative requires that Original Equipment Manufacturers (“OEMs”) to share a limited amount of device-specific information via a trusted data sharing platform. The exact data requirements will be agreed by the Pilot participants.

### 4. Foundry Project Deliverables (“**Deliverables**”)

4.1 Project scope:

4.2 The Project seeks to enable authorised stakeholders to securely record and access device-specific status information through a trusted data sharing framework. The device status will be accessible utilising the data exchange platforms of our chosen Solution Providers partner(s).

4.3 Key characteristics include:

- (i) Multi-factor device identity: Leverage multiple device identifiers to strengthen trust and verification.
- (ii) Permissioned, trusted data access
- (iii) Regulatory-ready by design

### 5. Participants

GSMA, OEMs and Governmental agencies. Participant names will be shared with all participants.

### 6. Governance

6.1 Opt-In/Foundry Project activities are governed by the overall GSMA regulatory framework (notably GSMA’s Antitrust Policy) but not subject to the general rules of participation associated with other GSMA activities.

6.2 Participation in the Opt-In/Foundry Project is at the discretion of the GSMA, subject to the commitment and possible impact of each potential Opt-In/Foundry Project Participant. Please refer to the Specific Opt-In/Foundry Project Participation Requirements (set out above).

6.3 The Opt-In/Foundry project excludes Industry Specification activities. These activities are managed within the Working Groups and governed by AA.35 - Procedures for Industry Specifications.

6.4 GSMA Membership Requirements

- (i) All Opt-In/Foundry Project Participants need to be either GSMA Operator/Industry/Rapporteur Members or Activity Contributors.
- (ii) Smaller size Opt-In/Foundry Project Participants who require support can be sponsored by the Operator, Industry Members or Rapporteurs.
- (iii) Non-Members shall be required to sign a Non-Member Participation Agreement (“**NMPA**”).

6.5 Non-Exclusivity

- (i) An Opt-In/Foundry Project is non-exclusive and will not preclude an Opt-In/Foundry Project Participant from entering into other activities or making any contractual arrangements with third parties.

#### 6.6 Liability

- (i) GSMA shall not be liable for any Opt-In/Foundry Project Participants or third-party reliance on or claims in relation to the Opt-In/Foundry Project and/or associated matters.
- (ii) In the case of any alleged third-party reliance on or claim in relation to the Opt-In/Foundry Project and/or any associated matters, the Opt-In/Foundry Project Participants will fully settle such matter (irrespective if brought against the GSMA or an Opt-In/Foundry Project Participant) from their own funds without any recourse to the GSMA

#### 6.7 Project Participant's Conduct Requirement

- (i) Opt-In/Foundry Project Participants have to:
  - i. act in good faith in participating in the Opt-In/Foundry Project;
  - ii. use all reasonable efforts to achieve the Opt-In/Foundry Project Specific Objectives (set out below);
  - iii. engage with and cooperate with all other Opt-In/Foundry Project Participants to the best of their abilities; and
  - iv. commit to have adequate expertise and resources to the Opt-In/Foundry Project, as agreed with the GSMA and all other Opt-In/Foundry Project Participants.
- (ii) Save as expressly set out in the "*Opt-In/Foundry Project Specific Participation Requirements*" set out above, all Opt-In/Foundry Project Participants agree to bear their own costs and expenses in connection with all matters relating to the Opt-In/Foundry Project including without limitation fees for their respective of professional advisors.
- (iii) GSMA will be able to promote the Opt-In/Foundry Project, its scope, and activities via the GSMA Opt-In/Foundry's web/social media channels to the wider industry with consent of all parties.

#### 6.8 Intellectual Rights Provisions

For the purpose of an Opt-In/Foundry Project:

- (i) "Independently Developed Material" is material, including Intellectual Property that an Opt-In/Foundry Project Participant has developed independently from the Opt-In/Foundry Project, i.e. not specifically developed with the view of being incorporated into an Opt-In/Foundry Project including off-the-shelf software (in such case the Supplier will have to demonstrate that the cost of such development is not charged to the GSMA).
- (ii) "Intellectual Property" means any copyright and related rights, patents, rights to inventions, registered designs, database rights, design rights, topography rights, trademarks, service marks, trade names and domain names, trade secrets, rights in unpatented know-how, rights of confidence and any other intellectual or industrial property rights of any nature including all applications (or rights to apply) for, and renewals or extensions of such rights and all similar or equivalent rights or forms of protection which subsist or will subsist now or in the future in any part of the world.
- (iii) Unless agreed otherwise in the Specific Opt-In/Foundry Project Terms of Reference Provisions set out below, by default:
  - i. no right or interest are assigned, transferred, licensed or granted under any patents, trademarks or other intellectual property rights, to any Independently Developed materials by virtue of the Opt-In/Foundry Project;
  - ii. save in the case of any Independently Developed Material, all materials and underlying IPR generated in the course of an Opt-In/Foundry Project shall be jointly owned by all the Opt-In/Foundry Project Participants; and
  - iii. in absence of any alternative provisions set out in the Specific Opt-In/Foundry Project Terms of Reference Provisions above and save in the case of any Intellectual Property, upon termination of an Opt-In/Foundry Project, all assets generated during the course of an Opt-In/Foundry Project shall be jointly owned by all the Opt-In/Foundry Project Participants.

#### 6.9 Termination

- (i) An Opt-In/Foundry Project may be terminated at any time, at the sole discretion of the GSMA without any liability to the GSMA, if:
- i. it does not seem likely that it will have the predicted impact or meet the Opt-In/Foundry Project Specific Objectives (set out above);
  - ii. GSMA resources or input are not commensurate with the possible impact;
  - iii. Opt-In/Foundry Project Participants do not meet the Minimum Commitments; or
  - iv. Opt-In/Foundry Project Participants do not provide adequate expertise and resources as previously agreed between the Opt-In/Foundry Project Participants.

(ii) Termination of Opt-In/Foundry Project Participant:

- i. The GSMA may ask an Opt-In/Foundry Project Participant to leave the Opt-In/Foundry Project at any time at the sole discretion of the GSMA and without any liability to the GSMA or other Opt-In/Foundry Project Participants, if the Opt-In/Foundry Project Participant:
  - does not meet the Minimum Commitments;
  - lacks adequate expertise and resources as requested by the GSMA and other Opt-In/Foundry Project Participants;
  - is in violation of these Opt-In/Foundry Project Terms of Reference or GSMA regulatory framework (notably GSMA's Antitrust Policy); or
  - ceases to be a GSMA Operator/Industry/Rapporteur Member or Activity Contributor.

6.10 Opt-In/Foundry Project Participants are required at all times to adhere to the up-to-date Opt-In/Foundry Project Terms of Reference for the Opt-In/Foundry Project.