



University of New Hampshire

InterOperability Laboratory

## Usage Agreement Document

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InterOperability Laboratory

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# University of New Hampshire InterOperability Laboratory Usage Agreement

## 1 Purpose

The University of New Hampshire InterOperability Laboratory Usage Agreement is the overarching document governing the acceptable usage, policies and procedures of the University of New Hampshire InterOperability Laboratory (UNH-IOL). Any company, organization or individual participating in any activity at the UNH-IOL must adhere to the details outlined in this document.

### 1.1 Background

The mission of the UNH-IOL is two-fold: To educate and train undergraduate and graduate students from the University of New Hampshire (UNH) in specific technology areas, and to provide a neutral multi-vendor environment for the purpose of identifying and solving complex interoperability problems. The test solutions that are created at the UNH-IOL offer a set of methods to increase interoperability through protocol operations, signaling, point-to-point and multi-system scenarios.

The reports generated as a result of testing can give a user a higher level of confidence that the product can be interoperable, but nothing is guaranteed. Reasoning:

- a) As it is impossible to test every network topology, with every possible protocol entering and exiting each step of the state machine, it is impossible to give a stamp of approval or say that a device is "conformant".
- b) The UNH-IOL does not do manufacturing production tests to verify all products produced from the same product line will behave similarly.
- c) The UNH-IOL does not generally perform exhaustive regression testing for all current and previous product revisions, nor do all tests offer a high confidence in observing similar exhibited behavior of the product under all circumstances.

The UNH-IOL is NOT:

- a) A certification agency
- b) A regulatory agency

The test results generated at the UNH-IOL are to help vendors increase their interoperability levels and help the technology platform progress forward. Lack of interoperability hurts all companies.

## 2 Definitions

Usage Agreement	The overarching document governing the acceptable usage, policies and procedures of the UNH-IOL. Any organization or individual participating in any activity at the UNH-IOL must adhere to the details outlined in this document.
Testing Service Charter	The Testing Service Charter serves as an extension of the UNH-IOL Usage Agreement. It outlines the specific technology details, goals and program policies.

Member	An organization that has contributed resources to the University either through Membership in a testing service or through a special project arrangement. All organizations are required to follow the agreement outlined in this document.
Equipment Vendor	An organization that has a primary focus of designing, manufacturing and/or supplying the network equipment that is deployed.
Non-Member	An organization that has not contributed resources to UNH.
Receiving Party	An organization that has received confidential information from another organization or organizations.
Disclosing Party	An organization that has shared confidential information with another organization or organizations.

### 3 UNH-IOL Purpose and Goals

#### 3.1 Purpose

The purpose of the UNH-IOL is three-fold:

- a) To develop and disseminate technical information relative to proper implementation and use of specific technologies within the UNH-IOL.
- b) To provide the facilities, services and procedures that will allow a quantitative assessment of a device(s) or component(s) ability to properly participate in multi-vendor technical networks.
- c) To investigate interoperability and conformance issues related to individual technologies and to provide a forum for their discussion.

#### 3.2 Goals

This agreement establishes the following items as goals for Members:

- a) To provide a long-term independent facility where products can be tested in a heterogeneous environment.
- b) To provide a medium scale, heterogeneous environment for experimental operation outside of normal design limits.
- c) To develop a set of interoperability tests and testing procedures that will provide a high level of confidence in product interoperability.
- d) To develop tests and procedures to diagnose interoperability problems.
- e) To simplify interoperability testing procedures by reducing organizational overhead.
- f) To provide a forum for the exchange of technical information between Members concerning issues related to networks and products.
- g) To contribute to standards development activities by providing feedback that will enhance interoperability.

### 4 Membership Agreement

UNH grants Members the privilege of using the UNH-IOL for the purpose of gathering technical information relative to the interoperability and conformance of products. This privilege is granted based on the acceptance of the following conditions:

- a) UNH will not be held liable for damages, either direct or indirect, that result from any information gathered or lost at the UNH-IOL.

- b) UNH will strive to maintain confidentiality amongst and between all Members of the UNH-IOL, per this agreement.
- c) UNH will not be held liable for the loss of any intellectual property that results from the involvement of a Member in the UNH-IOL.
- d) UNH will not be held liable for property damage, either direct or indirect, to any equipment housed or used at the UNH-IOL.
- e) UNH reserves the right to refuse access to the UNH-IOL with just cause.
- f) UNH is not responsible for casualty losses on equipment owned by other organizations.
- g) UNH makes no representations or warranties, expressed or implied, of any kind.

#### **4.1 Services to be provided by the UNH-IOL to Members:**

##### 4.1.1 Secure Environment

A secure environment with suitable power, lights, table space, and connectors for the testing of equipment.

##### 4.1.2 Restricted Access Environment

A restricted access environment for housing other Members' products. This environment will be accessible only by employees of the University. A Member using the UNH-IOL is only able to access equipment as defined in Section 7.

##### 4.1.3 Testing Services

A testing service will provide either a turnkey test using the minimum recommended test suite, or carry out specific tests as specified by the Member. The operation of the device is the responsibility of the UNH-IOL, with proper support from the Member. Scheduling of the testing services will be according to Section 4.2.5.

##### 4.1.4 Lab Support Services

The UNH-IOL will provide a technical assistant to help with the set up and operation of equipment. The assistant will provide help with all aspects of Laboratory use.

##### 4.1.5 Information Services

The UNH-IOL will maintain a system that will provide schedule information, and other public information about interoperability events. The UNH-IOL personnel will act as a central point of contact in locating technical and procedural information. Additional documentation will be distributed, as needed.

##### 4.1.6 Consulting Services

As part of the services offered to Members, the UNH-IOL personnel will review and suggest ways to use the UNH-IOL to achieve testing goals.

##### 4.1.7 Group Test Service

The UNH-IOL will organize and operate test events, as needed, during which any Member may participate in the interoperability testing. Temporary space is reserved and set up for multiple Member organizations to be present. The operation of the Member's device is the responsibility of that Member. In group testing, Members will report all findings relative to interoperability to UNH-IOL personnel. Open sharing of this information allows protocol issues to be documented. Use of this information for negative marketing is strictly forbidden. Any interoperability problem, which the Member does not believe to be with his device,

will cause the UNH-IOL personnel to send a description of the problem to the technical contacts of all devices that are involved.

## **4.2 Membership and Fee Structure**

### **4.2.1 Membership**

Membership fees in the UNH-IOL are due annually at the anniversary of Membership acceptance. The details of Membership types and benefits are outlined in specific Testing Service Charters. Services available to Members are limited to the services of which they have Membership. Membership fees are not refundable.

### **4.2.2 Test Event Fees**

As periodic test events take place, a nominal fee may be required for attendees of the test event for catering and related expenses. Any non-Members may be allowed to participate in the event for a fee, which may be used to defray the costs of research and development of the tests previously supported by Members.

### **4.2.3 Membership Fee Adjustment**

The UNH-IOL may adjust any and/or all fees to ensure the ability of the UNH-IOL to continue fulfilling the expectations of Members. Adjustment of fees will occur no more than once a year following a suitable notification and comment period for Members. These adjusted fees will be asked of new Members and renewing Members as their anniversary of Membership occurs subsequent to the fee adjustment, unless such renewing Members prepaid their annual Membership fee early, prior to the notice of the fee adjustment.

### **4.2.4 Contributing Member**

The UNH-IOL will maintain a publicly available list of all Members who have contributed significantly to the establishment and ongoing support of the UNH-IOL. The determination of a significant contribution is left solely to the UNH-IOL personnel. This designation offers no entitlements beyond this public acknowledgement.

### **4.2.5 Scheduling Policy**

The UNH-IOL is scheduled on a first come, first serve basis. Each Member can have, at most, one active reservation per Membership at a given point in time. Specific details of scheduling are outlined within each Testing Service Charter.

## **4.3 Equipment and Results**

### **4.3.1 Platform Availability**

Members shall provide a platform against which other Members can test. The testing service to which the platform is provided to shall be referred to as the parent group. Other Members shall be defined as any organization in good standing with any group, as defined within the appropriate Testing Service Charter. A Member may optionally request, in writing, that the consigned platform not be made available to other Members outside of the parent group. Cross-group test-bed access is provided only for the purpose of interoperability testing and must be performed in good spirit. The platform shall be equivalent to the items being tested by the Member. The platform, or its equivalent, must be consigned to the UNH-IOL for a period not less than eighteen (18) months, or donated to the University. The platform shall be supported and upgraded as necessary for eighteen (18) months beyond the last renewal of the

Membership. A technical contact must be provided for the resolution of problems with the equipment. The Member must maintain the equipment in operating condition. If a semi-production network is to be used, additional platforms must be provided for use in this environment. A Member may also test an engineering prototype without leaving an equivalent platform if there is a written agreement that the resulting product will be consigned as soon as the product is released. The Member shall provide the latest software, firmware and/or hardware, as appropriate, for their platform(s) to best represent their platform(s) availability in the field. The Member is encouraged to provide additional platforms representative of each of their product lines.

#### 4.3.2 Equipment in Residence at the University

Equipment provided to the UNH-IOL in fulfillment of this agreement remains the property of the providing Member with the following exceptions:

- a) Any equipment that has been in residence at the UNH-IOL for a period of Seven (7) years shall be considered donated to UNH with a zero asset value.
- b) If either of the following conditions is met the Member has twenty-four (24) months to remove its equipment from the University at the Member's expense or the equipment shall be considered donated to the University with a zero asset value:
  - i. The specific testing service group to which the Member belongs be dissolved
  - ii. The Member company does not keep an active Membership for a period of 3 months

Any equipment that is considered under these donations may automatically become part of the cross-group test-bed. Equipment that is donated to UNH-IOL or purchased by UNH-IOL through Membership fees shall be solely owned by UNH-IOL.

#### 4.3.3 Disclosure of Results

Each Member may, at its option, release its own results on their end product, including system interoperability results, for either internal and/or external purposes. Under NO circumstances can a Member release negative information concerning another company unless both companies have a written, executed agreement so stating EXCEPT in the following circumstances:

- a) The results now or hereafter becomes generally known or available in the public domain through no fault of the Member.
- b) The results are knowingly furnished to others by its owner without restrictions on disclosure.
- c) The results are received from a third party not under obligation to treat the information as confidential.
- d) The Member independently develops the results.

### 4.4 Member Logo Usage

The UNH-IOL shall have a limited, nonexclusive, fully paid license to use Member's name and logo to identify Member as an UNH-IOL Member, unless specifically directed in writing to do otherwise.

## 5 Confidentiality

### 5.1 Purpose

This agreement is by and among all Members who agree to Membership in the UNH-IOL and within one or many testing service groups.

## 5.2 “Confidential Information” means:

- a) any information disclosed by one party to another party in connection with this UNH-IOL Usage Agreement, either directly or indirectly, in writing, orally or by inspection of tangible objects (including, without limitation, algorithms, business plans, customer data, customer lists, customer names, designs documents, drawings, engineering information, financial analysis, forecasts, formulas, hardware configuration information, know-how, ideas, inventions, market information, marketing plans, processes, products, product plans, research, specifications, software, source code, or any other information) which is designated as “confidential,” “proprietary” or some similar designation (collectively, the “Disclosed Materials”) and
- b) any information otherwise obtained, directly or indirectly, by a Receiving Party through inspection, review or analysis of the Disclosed Materials.

## 5.3 Confidential Information shall not include any information that:

- a) was publicly known and made generally available in the public domain prior to the time of disclosure by a Disclosing Party;
- b) becomes publicly known and made generally available after disclosure by a Disclosing Party to a Receiving Party through no action or inaction of a Receiving Party;
- c) is already in the possession of a Receiving Party at the time of disclosure by a Disclosing Party as shown by that Receiving Party’s files and records immediately prior to the time of disclosure;
- d) is obtained by a Receiving Party from a third party lawfully in possession of such information and without a breach of such third party’s obligations of confidentiality; or
- e) is independently developed by a Receiving Party without use of or reference to a Disclosing Party’s Confidential Information, as shown by documents and other competent evidence in that Receiving Party’s possession.

## 5.4 Non-disclosure

Member agrees not to disclose any Confidential Information of any other Member. No party shall reverse engineer, disassemble or decompile any prototypes, software or other tangible objects that embody the other Members’ Confidential Information and that are provided to the Member under this Agreement.

## 5.5 Maintenance of Confidentiality

Each Member agrees to take reasonable measures to protect the secrecy of and avoid disclosure and unauthorized use of the Confidential Information of the other parties. Without limiting the foregoing, each Member, as a Receiving Party, shall take at least those measures that it takes to protect its own confidential information of a similar nature. No Member shall make any copies of another Member’s Confidential Information. A Receiving Party shall promptly notify a Disclosing Party of any use or disclosure of that Disclosing Party’s Confidential Information in violation of this Agreement of which that Receiving Party becomes aware.

## 5.6 Term

The obligations of each Receiving Party under this Agreement shall survive until such time as all Confidential Information of each of the other Disclosing Parties disclosed hereunder becomes publicly

known and made generally available through no action or inaction of that Receiving Party, but in no event, more than five (5) years after the last disclosure of Confidential Information under this Agreement.

## **6 Organization and Operation**

There is neither any legal nor commercial standing to the UNH-IOL, participation in the UNH-IOL, whether as a Member of one or many testing service groups or as a participant in a special technical project, is voluntary and open to any organization. The Members agree to follow operating guidelines, Section 4.

### **6.1 UNH-IOL Representative**

The UNH-IOL representative is responsible for maintaining written policies and procedures for the UNH-IOL. This includes individual Testing Service Charters and this agreement for UNH-IOL use, the Membership file, financial and asset information, and any other designated documents. The UNH-IOL representative is also responsible for organizing and scheduling meetings and distributing information. The UNH-IOL representative is the 'point of contact' for the UNH-IOL.

### **6.2 Use of Information for Marketing Purposes**

The UNH-IOL is a technical forum. Information gathered at the UNH-IOL or by testing involvement is concerned with the resolution of technical issues. The testing service may be used to meet publicity and marketing concerns provided the restrictions in Section 4.3.3 and the following additional restrictions are observed:

#### **6.2.1 Report Publishing**

The Member may release UNH-IOL reports to customers and partners provided that the requirements in Section 4.3.3 are observed. The UNH-IOL may release reports to customers and partners upon the Members written request provided that the Member ensures the requirements in Section 4.3.3 are observed. UNH-IOL reports may be placed on the corporate website of the Member in a complete, unaltered state. Partial excerpts of UNH-IOL reports, such as for use in technical documents, are permissible provided that the work cites the original document and the original document is available, in full and unaltered, upon request. Under no circumstances may a Member publish their UNH-IOL report in a periodical (e.g. trade journal). In addition to the foregoing and the requirements in Section 4.3.3, UNH-IOL testing and reports may not be performed or used in any way with the intention of reverse engineering any of the information contained within or for any other implementation.

#### **6.2.2 UNH-IOL Tested**

A Member may claim that their product was "UNH-IOL tested" or equivalent language, considering the following conditions are met:

- a) When making the claim, the Member is required to disclose precise details of test suite revision, test date and product details, including but not limited to all of the following applicable items: product name, product version, hardware version, firmware version and software revision.
- b) Under no circumstances may a Member release, state, or claim either orally or in writing that they are either the first company to pass or that they are the only company to pass a "test".
- c) Under no circumstances may a Member release, state, or claim either orally or in writing that they are "certified" by the UNH-IOL or the University.

- d) A Member may claim that the product identified per item a) of Section 6.2.2 has "passed" all tests in a test suite, provided that the UNH-IOL indicates, in writing, that the device can be identified as such, that the product acquired no non-passing results on tests performed, that all applicable tests in the test suite were performed, and the original document, upon which the claim is made, is available, in full and unaltered, upon request. Passing any single test suite is not a guarantee of full conformance or complete interoperability for a Member's product.

#### 6.2.3 Use of the University of New Hampshire InterOperability Laboratory Name

A Member may refer to the University of New Hampshire InterOperability Laboratory (UNH-IOL) as the University of New Hampshire InterOperability Laboratory or properly abbreviated as UNH-IOL.

### 6.3 Levels of Test-Bed Participation

As the UNH-IOL and any specific testing service group can offer no guarantee for the protection of sensitive information, Members can participate at different levels of disclosure. The level of participation dictates whether interoperability information concerning the device/component under test will be made available to other Members. The level of participation is used on reciprocal basis; if a Member chooses to test in the group with an unidentified device or component, that Member will not be given the identities of the devices or components tested against. A device/component with any level of participation other than that of "Full" does not satisfy the requirements of Section 4.3.1.

#### 6.3.1 Full Participation

The Member allows the name and device/component description to be used in all testing. The Member receives results from other devices with the name and device/component description.

#### 6.3.2 Unidentified device/component Participation

The Member allows the corporate name to be used, but not the device/component identification. The Member receives results from other devices with the corporate name(s) attached only.

#### 6.3.3 Anonymous Participation

Neither the device/component nor the corporate name is disclosed. The Member receives results with neither the device/component nor the corporate name attached.

### 6.4 Report Disclosure Levels

A Member can choose whether interoperability information concerning the device/component under test will be made available to other Members. A designation of private means that the results of testing with and against the Member's device/component will not be made available to other Members. A device/component with a report disclosure level of private does not satisfy the requirements of Section 4.3.1.

## 7 Security of Physical Equipment

Access to other Member(s) device(s) or component(s) is allowed only via a specific network interface(s) defined by the Member for gathering interoperability information. Information that can be obtained via the network is deemed interoperability information. Physical access to another Members' equipment will be via authorized UNH-IOL personnel only.

## **8 Warranty**

The University makes no representations or warranties, express or implied. By way of example but not of limitation, The University MAKES NO REPRESENTATIONS OR WARRANTIES OF MERCHANTABILITY OR FITNESS FOR ANY PARTICULAR PURPOSE. The University SHALL NOT BE LIABLE UNDER ANY CLAIM, CHARGE, OR DEMAND, WHETHER IN CONTRACT, TORT, CRIMINAL LAW, OR OTHERWISE, FOR ANY AND ALL LOSS, COST, CHARGE, CLAIM, DEMAND, FEE, EXPENSE, OR DAMAGE OF EVERY NATURE AND KIND ARISING OUT OF, CONNECTED WITH, RESULTING FROM OR SUSTAINED AS A RESULT OF EXECUTING THIS AGREEMENT OR FOR PERFORMING ALL OR ANY PART OF THIS AGREEMENT. IN NO EVENT SHALL UNH BE LIABLE FOR SPECIAL, DIRECT, INDIRECT, OR CONSEQUENTIAL DAMAGES, LOSSES, COSTS, CHARGES, CLAIMS, DEMANDS, FEES OR EXPENSES OF ANY NATURE OR KIND.

## **9 Acceptance**

An organization that has submitted payment or a purchase order for payment of the testing service group Membership fee outlined in Section 4.2.1 shall be construed to mean full acceptance of this UNH-IOL Usage Agreement, the applicable Testing Service Charter(s) and all provisions outlined.

## **10 Amendments**

Amendments to the UNH-IOL Usage Agreement are made by the UNH-IOL personnel in consultation with all UNH-IOL Members. Members and non-Members may submit amendment requests for consideration to the UNH-IOL. All Members will be contacted with the proposed amendment and asked to submit comments, questions and/or a vote to approve or disapprove the amendment. Members will be provided thirty days to respond. At any time during this review period, UNH-IOL may revise the proposed amendment, based on feedback. However, doing so will require all Members to again be contacted and the thirty-day review period restarted. At the end of the review period, the submitted votes will be counted; the lack of a vote is assumed to be a vote in the affirmative. For major/structural amendments, a two-thirds majority is required to approve the amendment. For minor/editorial amendments, a simple majority is required to approve the amendment. All proposed amendments will be identified as minor or major when forwarded to Members for review. Changes that have a majority interest of existing Members will cause the UNH-IOL to amend the Charter with the amendment noted in the modifications record.

## **11 Export Control**

All parties to the UNH-IOL Usage Agreement acknowledge that performance of the UNH-IOL Usage Agreement is subject to compliance with applicable United States laws, regulations, or orders, as may be amended from time to time, including those that may relate to the export of technical information, data and equipment, such as but not limited to the International Traffic in Arms Regulations (“ITAR”) and/or Export Administration Regulations (“EAR”), or relate to the provision of support or services to sanctioned, debarred or restricted parties, such as but not limited to the Office of Foreign Assets Control (“OFAC”) regulations and programs (collectively, “Export Controls”), and all parties agree to comply with all such laws, regulations, programs or orders. No party will export, directly or indirectly (including “deemed” exports), any Export Controlled information, data or equipment (including Confidential Information, as applicable) without first obtaining any required export license or government approval and, in the case of Export Controlled items disclosed by UNH, without first obtaining permission from UNH’s Director of Contracts and Export Controls. In the event any Confidential Information is Export Controlled, the

Disclosing Party shall provide Receiving Party with written notice specifying the nature of the Export Controlled information and the applicable Export Control regulatory citations, prior to any exchange of such Export Controlled Confidential Information.

## **12 Transactions and Precedence**

All financial transactions are directly between Members and UNH. All Members agree to this UNH-IOL Usage Agreement.

When additional documents are written within the UNH-IOL referencing this Usage Agreement, any contradiction between the UNH-IOL Usage Agreement and those documents will result in the referencing document taking precedence.

## **13 Anti-Trust**

In working toward the achievement of the stated purpose and goals, the UNH-IOL may conduct cooperative research, and the organizations involved with the UNH-IOL intend to comply with the National Cooperative Research Act of 1984. The UNH-IOL and its Members are individually and collectively committed to open competition in the development of products, technology and services. Membership in any UNH-IOL Testing Service is voluntary and open to all.