

**University of New Hampshire
InterOperability Laboratory
10 Gigabit Ethernet Consortium**

Charter Document

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MODIFICATION RECORD

- June 07, 2010 *Version 2.1 Updated Charter Released*
 - Updated Charter to include pay per test fees
- October 10, 2007 *Version 2.0 Updated Charter Released*
 - Completely updated charter format
 - Updated to reflect new consortium fee
 - Removal of tiered membership
- October 23, 2001 *Version 1.0 Released*
 - Detailed two tiered membership status (Basic and Full Member)
 - Detailed Contributing and Founding Member status
 - Detailed Membership upgrade and fee adjustment processes
 - Clarified donation information, platform availability requirements, and designation of *private* prototype equipment
- May 4, 2001 *Initial Version (0.9) Modified from GEC Charter*

UNH-IOL 10 Gigabit Ethernet Consortium Charter

1.0 Extension of UNH-IOL Usage Agreement

This UNH-IOL 10 Gigabit Ethernet Consortium (hereafter referred to as *Consortium*) Charter serves as an extension of the University of New Hampshire InterOperability Laboratory (UNH-IOL) Usage Agreement. As a result, this *Consortium* Charter is bound to the full acceptance of the UNH-IOL Usage Agreement. The section numbers outlined in this *Consortium* Charter reference the corresponding section numbers in the UNH-IOL Usage Agreement.

2.0 Additional Definitions

Consortium Manager A representative of the UNH-IOL assigned to lead and support the efforts of the *Consortium*. The Consortium Manager is the primary contact for all members to the UNH-IOL.

3.0 Consortium Purpose and Goals

3.1 Purpose

The purpose of the *Consortium* is three-fold:

- 3.1.1 To develop and disseminate technical information relative to proper implementation and use of 10 Gigabit Ethernet technology.
- 3.1.2 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 10 Gigabit Ethernet networks.
- 3.1.3 To investigate interoperability issues related to 10 Gigabit Ethernet and to provide a forum for their discussion.

3.2 Goals

This agreement establishes the following items as goals for *Consortium* members:

- 3.2.1 To provide a long-term independent facility where 10 Gigabit Ethernet products can be tested in a heterogeneous environment.
- 3.2.2 To provide a medium scale, heterogeneous environment for experimental operation outside of normal 10 Gigabit Ethernet design limits.
- 3.2.3 To develop a set of interoperability tests and testing procedures that will provide a high level of confidence in product interoperability.

- 3.2.4 To develop tests and procedures to diagnose interoperability problems.
- 3.2.5 To simplify interoperability testing procedures by reducing organizational overhead.
- 3.2.6 To provide a forum for the exchange of technical information between *Consortium* members concerning issues related to 10 Gigabit Ethernet networks and products.
- 3.2.7 To contribute to 10 Gigabit Ethernet standards development activities by providing feedback that will enhance interoperability.
- 3.2.8 To support the development of testing tools and test suites and scripts allowing a detailed conformance examination of the 10 Gigabit Ethernet protocols. To promote 10 Gigabit Ethernet conformance to published standards and interoperability in heterogeneous vendor environments.
- 3.2.9 To develop conformance Test Suites, Test Scripts, and Diagnostic Tools including conformance tests.
- 3.2.10 To organize and support an interoperability verification process.
- 3.2.11 Implement a plugfest if sufficient interest from *Consortium* Members exists.

3.3 Compliance With Antitrust Laws

The *University* and *Consortium* Members are committed to fostering open competition in the development of products and services based on the 10 Gigabit Ethernet technology. The *Consortium* Members understand that in certain lines of business they are or may be direct competitors and that it is imperative that they and their representatives act in a manner which does not violate any state, federal or international antitrust laws and regulations. Without limiting the generality of the foregoing, the *Consortium* Members acknowledge that *Consortium* Members will not engage in any communications regarding costs, prices, quantity or quality of production levels, methods or channels of distribution, markets, customers, exclusion of competitors or any other topic, which may be construed as a violation of antitrust laws. Accordingly, each *Consortium* Member will counsel its representatives who participate in any activities relating to 10 Gigabit Ethernet standards or testing on the importance of limiting the scope of their discussions and communications to the topics that relate to the purposes of 10 Gigabit Ethernet standards or testing, whether or not such discussions and communications take place during formal meetings, informal gatherings, or otherwise.

4.0 Membership Agreement

4.1 Services to be provided by the UNH-IOL to members:

4.1.9 *Mailing List*

The *Consortium* will maintain a mailing list (<mailto:10gecmembers@iol.unh.edu>) allowing *Consortium* members the ability to communicate ideas to the UNH-IOL as well as other members. The mailing list will be administered via UNH-IOL systems.

4.2 Membership Structure and Fee Structure

The following Fee Structure terms will apply to the 10 Gigabit Ethernet *Consortium*. Members may also be bound by additional Fee Structure terms, such as those specified in Section 4.2 of the UNH-IOL Usage Agreement.

4.2.1 *UNH-IOL 10 Gigabit Ethernet Consortium Equipment Vendor Membership*

4.2.1.1 UNH-IOL 10 Gigabit Ethernet Consortium Full Membership Fee: This fee is due annually at the anniversary of membership acceptance. This fee grants full access to the UNH-IOL as often as requested within the constraint of equitable allocation of UNH-IOL time. The annual Full membership fee for the UNH-IOL 10 Gigabit Ethernet *Consortium* is **Twenty Two Thousand U.S. Dollars (\$22,000.00 USD)**.

4.2.1.2 UNH-IOL 10 Gigabit Ethernet Consortium Pay Per Test Fees: The consortium will maintain a list of per-test-suite fees on its website that will apply to vendors who desire access to conformance testing. Interoperability testing will not be made available to vendors unless they agree to provide a reference device for the testbed meeting the requirements of section 4.3.1 of the UNH-IOL Usage agreement.

4.2.2 *UNH-IOL 10 Gigabit Ethernet Consortium Scheduling Policy*

The Laboratory typically can be reserved for a period of one business week. Provisions exist within the *Consortium* to schedule testing outside of the regular calendar.

4.2.2.1 *Regular Testing*

In order for a member to utilize regular testing services, the following requirements must be met: the vendor must be a member in good standing at the time of the requested testing week; each member can have, at most, one active reservation per membership at any given point in time; and

the device(s) under test must be available during the test slot.

4.2.2.2 Pay Per Test Scheduling

Vendors using pay per test services will be given second priority to any regular testing. In order for a vendor to utilize pay per test services, the following requirements must be met: the vendor may only request conformance testing, unless the requirements of section 4.3.1 of the UNH-IOL Usage agreement are met; each vendor can have, at most, one active reservation at any given point in time; and the device(s) under test must be available during the test slot.

4.2.2.3 Overtime Testing

Overtime testing is an alternative for members to bypass the existing scheduling mechanism if time-critical services are required. Testing is performed outside of business hours, typically during weekends, such that the regularly scheduled testing service is not impacted. An additional service fee is required to schedule overtime testing. Specific costs, details and arrangements of overtime testing are coordinated with UNH-IOL personnel. In order for a member to utilize overtime testing services, the following requirements must be met: an overtime testing slot must be available; the requestor must be a member in good standing at the time of the test reservation; the device(s) under test must be available during the test slot.

4.2.2.4 Waiting List

The UNH-IOL personnel will maintain a list of testing requests from members who wish to use the Consortium facilities during a specific time slot currently reserved by another member. The administrative contact of the first member on the list will be notified if the slot becomes available.

4.2.2.5 No show

A NO SHOW is classified as a cancellation with less than one week notice, or failure to arrive at the UNH-IOL

during the scheduled time period. A member who is guilty of a NO SHOW may not reserve the UNH-IOL for a period of eight (8) weeks in an effort to enforce fair and non-abusive access to the *Consortium* for all members. The UNH-IOL may waive the penalty if just cause is given. A vendor using pay per test services that is guilty of a no show will be charged 50 percent of the original quoted price, this fee may be waived if just cause is given.

4.2.3 *UNH-IOL 10 Gigabit Ethernet Consortium Founding Member*

The UNH-IOL 10 Gigabit Ethernet *Consortium* will maintain a publicly available list of members who have contributed in the founding of the Consortium. A Full member will be designated a Founding Member if the member joined by April 1, 2002. This designation offers no entitlements beyond permanent web-based public acknowledgement of the member's status as a founder for the lifetime of the technical effort.

4.3 Equipment and Results

Equipment and Results are addressed in the UNH-IOL Usage Agreement.

5.0 Confidentiality

The following terms of confidentiality will apply to the 10 Gigabit Ethernet *Consortium*. Members may also be bound by additional terms of confidentiality, such as those specified in Section 5.0 of the UNH-IOL Usage Agreement. "Confidential Information" is defined in Section 5.2 of the UNH-IOL Usage Agreement.

5.1 Term for 10 Gigabit Ethernet *Consortium*

Each *Consortium* member shall comply with the Confidentiality obligations under this Charter. The Confidentiality obligations of each particular *Consortium* member under this Charter shall survive until such time as any one of the following occurs:

- (a) All Confidential Information of each of the other Disclosing Parties in the *Consortium* disclosed hereunder becomes publicly known and is made generally available through no action or inaction of such *Consortium* member;
- (b) Such *Consortium* member does not renew membership and becomes a non-member and a period of three (3) years passes;

- (c) Such *Consortium* member receives Confidential Information and a period of three (3) years passes after any Confidential Information was last disclosed to the member under this Charter.

6.0 Organization and Operation

Organization and Operation is addressed in the UNH-IOL Usage Agreement.

7.0 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 10 Gigabit Ethernet interoperability information. Information that can be obtained via the network is deemed interoperability information. Physical access to another members' equipment will be via UNH-IOL personnel only.

8.0 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.

9.0 Acceptance

A company that has submitted payment or a purchase order for payment of the Consortium membership fee outlined in Section 4.2.1 shall be construed to mean full acceptance of this *Consortium* Charter, UNH-IOL Usage Agreement and all provisions outlined. Signed membership forms listing Administrative and Technical Contacts shall be maintained by the *University* per Section 4.1.7 of the UNH-IOL Usage Agreement.

10.0 Amendments

The *Consortium* Manager in consultation with all Consortium members makes amendments to the Consortium Charter. Members may submit amendment requests for consideration to the *Consortium* Manager. All *Consortium* members will be contacted with the proposed amendment and asked to submit comments and questions in regards to the amendment. Members will be provided thirty days to respond. At any time during this review period, the *Consortium* manager may revise the proposed amendment, based on feedback. However, doing so will require all *Consortium* members to again be contacted and the thirty-day review period restarted. At the end of the review period, should the requested change not be in violation of the UNH-IOL Usage Agreement and have a majority interest of existing *Consortium* members, then the UNH-IOL will amend the Charter with the amendments noted in the modifications record.