

**University of New Hampshire
InterOperability Laboratory
DSL Consortium**

Charter Document

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MODIFICATION RECORD

Date	Version	Description of Modification(s)
August 30, 2010	2.6	<ul style="list-style-type: none"> Updated fees for DSL BASIC and FULL membership.
September 21, 2009	2.5	<ul style="list-style-type: none"> Removed section 4.1.1.4 concerning TR-069 membership Added SPLITTER level membership as new section 4.1.1.4
October 10, 2007	2.4	<ul style="list-style-type: none"> Changed section 4.1.1.1 to reflect new consortium fee for BASIC membership
April 10, 2006	2.3	<ul style="list-style-type: none"> Modified section 3.0 to state “DSL and DSL related technologies” wherever applicable. Added section 4.1.1.4, which discusses the DSL Forum TR-069 Autoconfiguration Server (ACS) membership option. Minor editorial changes
October 1, 2005	2.2	<ul style="list-style-type: none"> Globally changed the name of the ADSL Consortium to the DSL Consortium Modified Section 4.1.1 to reflect the new structure of the DSL Consortium; Section 4.1.1.1 discusses the BASIC membership and fee, Section 4.1.1.2 discusses the FULL membership and fee and Section 4.1.1.3 discusses the BASIC membership upgrade and fee
July 1, 2005	2.1	UNH-IOL DSL Consortium Full Membership fee (Section 4.1.1) approved and increased from \$10,000 to \$14,000.
September 9, 2004	2.0	All generic information stripped from the DSL Consortium Charter and moved to the UNH-IOL Usage Agreement. Final version of revised charter completed.
December 1, 1997	1.0	Initial charter completed.

UNH-IOL DSL Consortium Charter

1.0 Extension of UNH-IOL Usage Agreement

This UNH-IOL DSL 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 DSL and DSL related technologies.
- 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 DSL broadband networks.
- 3.1.3 To investigate interoperability issues related to DSL and associated technologies and to provide a forum for their discussion.

3.2 Goals

- 3.2.1 To provide a long-term independent facility where DSL products can be tested in a heterogeneous environment.
- 3.2.2 To provide a medium scale, heterogeneous environment for experimental operation outside of normal DSL 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 DSL networks and products.
- 3.2.7 To contribute to DSL and DSL related standards development activities by providing feedback that will enhance interoperability.

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

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 DSL and related technologies. 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 DSL standards or testing on the importance of limiting the scope of their discussions and communications to the topics that relate to the purposes of DSL 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 Membership Structure and Fee Structure

4.1.1 *UNH-IOL DSL Consortium Equipment Vendor Membership*

4.1.1.1 UNH-IOL DSL Consortium BASIC Membership Fee

The UNH-IOL DSL Consortium's membership and fee structure contains both BASIC and FULL memberships. BASIC membership grants full access to the UNH-IOL as often as requested within the constraint of the equitable allocation of UNH-IOL time for the testing of ADSL, ADSL2, ADSL2plus, and DSL Forum TR-069 devices; access to the ADSL, ADSL2, ADSL2plus and DSL Forum TR-069 test bed; and participation in ADSL, ADSL2, ADSL2plus, and DSL Forum TR-069 group test events.

This fee is due annually at the anniversary of membership acceptance. The annual BASIC membership fee for the UNH-IOL DSL *Consortium* is **Seventeen Thousand U.S. Dollars (\$17,000.00 USD)**.

4.1.1.2 UNH-IOL DSL Consortium FULL Membership Fee

FULL membership provides all benefits of BASIC membership and additionally grants full access to the UNH-IOL as often as requested within the constraint of the equitable allocation of UNH-IOL time for the testing of VDSL and VDSL2 devices; access to the VDSL and VDSL2 test bed; and participation in VDSL and VDSL2, group test events.

This fee is due annually at the anniversary of membership acceptance. The annual Full membership fee for the UNH-IOL DSL *Consortium* is **Twenty Two Thousand U.S. Dollars (\$22,000.00 USD)**.

4.1.1.3 UNH-IOL DSL Consortium Membership Upgrade

BASIC membership in the UNH-IOL DSL *Consortium* may be upgraded to FULL membership at any time, with an upgrade fee of **Five Thousand U.S. Dollars (\$5,000.00 USD)**.

The upgrade fee may be pro-rated to a period of six months. If a BASIC membership is upgraded to a FULL membership after six months of the BASIC membership period has elapsed, the upgrade fee is **Three Thousand U.S. Dollars (\$3,000.00 USD)**. There is no provision for an upgrade to a FULL membership for a shorter time period.

An upgraded membership expires at the anniversary of the original BASIC membership acceptance.

4.1.1.4 UNH-IOL DSL Consortium SPLITTER Membership Fee

A SPLITTER Membership provides limited membership in the DSL Consortium for the purpose of testing Central Office (CO) and Customer Premises (CPE) DSL splitters and to encourage the addition of splitters to the test bed. A membership of this kind applies only to those organizations that do not produce DSL or DSL related equipment beyond CO or CPE splitters.

This membership allows access only to the testing of DSL splitters, for example, tests based on Broadband Forum TR-127, or other splitter specific test cases.

This fee is due annually at the anniversary of membership acceptance. The fee grants access (as defined above) to the UNH-IOL as often as requested within the constraint of the equitable allocation of UNH-IOL time for the testing of DSL splitters; access to the DSL test bed as specifically necessary for the testing of DSL splitters; and participation in group test events specific to the testing of DSL splitters. The annual SPLITTER Membership fee for the UNH-IOL DSL Consortium is **Twelve Thousand U.S. Dollars (\$12,000.00 USD)**.

4.1.2 *UNH-IOL DSL Consortium Membership Fee Adjustment*

The UNH-IOL may adjust any and/or all fees to ensure the ability of the UNH-IOL DSL Consortium 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. In addition, this Consortium Charter will automatically be amended with the membership fee adjustment and noted in the modifications record.

4.1.3 *UNH-IOL DSL 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.

4.1.3.1 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.

4.1.3.2 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.

4.1.3.3 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.

4.1.3.4 No Show

A NO SHOW is classified as a cancellation with less than two weeks 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.

4.1.4 *UNH-IOL DSL Consortium Contributing Member*

The UNH-IOL will maintain a publicly available list of all past and present 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 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 *DSL 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 *DSL 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 DSL 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 4.1.1 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

Amendments to the *Consortium* Charter are made by the *Consortium* manager in consultation with all *Consortium* members. 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, UNH-IOL 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.