IOS MCN Project

Membership Agreement

Version 4
19th May 2024

AGREEMENT TO BECOME A MEMBER OF IOS MCN

This Agreement is made on and to be effective from **(Effective Date)** between

Foundation for Science Innovation and Development, a Section 8 Company promoted by the **Indian Institute of Science,** situated at the Innovation Centre, Indian Institute of Science, Bengaluru – 560 012, (hereinafter referred to as **FSID**, which expression shall, unless repugnant to the context or meaning thereof, include its affiliates, successors- in-interest, nominees, and assigns) of the **First part**

And

Member Company X (Company) having its registered office at _____, (hereinafter referred to as COMPANY, which expression shall, unless repugnant to the context or meaning thereof, shall include its affiliates, successors-in-interest, nominees and assigns) on the **Second part.**
(Hereinafter referred to, individually, as the **"Party"** and collectively, as the **"Parties"**).

1. **Background:** An Industry Consortium, IOS MCN, (India Open Source Platform for End-to-End Mobile Communication Network) is being established. The IOS-MCN Software platform is being developed primarily with the objective of enabling vendors to rapidly use, customise, make derivative works from, and thereby create Mobile Communication (5G/6G) products and services. IOS-MCN will bring together various organisations as members of the consortium to contribute and collaborate to develop the Open Source platform, which will be available to all to develop and deploy products and solutions.
FSID has been designated as the legal entity authorised to enter into such membership agreements on behalf of IOS-MCN.

2. **Joint work:** By entering into this agreement, **Company** wishes to collaborate with other IOS-MCN participants and contribute to the furtherance of IOS-MCN goals.

3. **Membership Agreement:** **Company** agrees to the IOS-MCN membership agreement as set out in its entirety in Annexure 1.

By signing below, the **Company** acknowledges and agrees that, when signed, this agreement represents a binding contract between the parties and commits the applicant to these terms and obligations.
Signed for and on behalf of the FSID, ,

(Sign with date)

Full Name:
Designation:
Email: Phone:

Signed for and on behalf of Company

(Sign with date)

Full Name:
Designation:
Email: Phone:

<u>**Annexure 1**</u>

India Open-Source Platform for End-to-End Mobile Communication Network (IOS MCN)

1. **About IOS MCN**

   ● This Open-Source Project, IOS-MCN shall be a collaboration between industry, academia and the Government, with a governance process based on global best practices. The mission of this Project shall be to facilitate the telecom ecosystem by building a common platform for providing a commercial grade, common and open software base to enable stakeholders to rapidly use, customise, make derivative works from and thereby create Mobile Communication (5G and beyond) products and services

   ● This Project will engage the telecom ecosystem by building a membership-based partnership amongst start-ups, telecom operators, system integrators, equipment vendors, multinational corporations, etc This Project will provide the institutional mechanism to sustain this effort for the future with support from various Government and non-government sponsors as appropriate.

2. **Background and Origin**

The Project is the outcome of a whitepaper, "Feasibility of Open Source for 5G" released by TSDSI (Telecom Standards Development Society of India) in November 2021, after extensive deliberations involving 40+ telecom experts - start-ups, operators, equipment vendors, and academia. The Project will include several members from industry who will contribute through funding, expertise, development skills, and hardware/software assets.

3. **Objectives of the Project**

The objective is to
   a. Create an Indian Open-Source Platform for End-to-End Mobile Computer Network (IOS-MCN).
      ■ Create an Open-Source, 3GPP, and ORAN Compliant Mobile Communication software platform (IOS-MCN)
      ■ Provide a commercial grade, common and open software platform to enable vendors to rapidly use, customise, make derivative works from and thereby create Mobile Communication (5G and beyond) products and services.
      ■ Provide deep technical support to the industry in using IOS-MCN platform for developing globally competitive Mobile Communication products and services
   b. Onboard members to the Project to facilitate proliferation, usage, and enhancements to the IOS-MCN platform.
   c. Evolve a sustainable model for the Project to consistently contribute to the open-source Telecom ecosystem.

This Project shall promote vendor diversification and allow start-ups and more established companies to focus on their unique innovations instead of replicating common software components, thereby accelerating the development of 5G & beyond products and services.

4. **Roadmap for the IOS MCN Project**

IOS-MCN Software Platform Development
The initial target spans 2 years. (Extension options are open).

Delivery Track-1: Developing production-grade open source end-to-end 5G software to enable manufacturers to deliver 5G CN and 5G base station (gNB).

Delivery Track-2: Enhancing 5G RAN to comply with O-RAN architecture, providing the entire O-RAN framework to enable flexible differentiated features with xAPPs/rAPPs, and providing production-grade Open 5G software for O-RAN network elements, including the DU and CU.

5. Membership

Membership is to raise structured and sustainable funds and support for IOS-MCN Project based on mutual value engagement. Members will be an integral part of IOS-MCN Project and will enjoy the privileges and perform the roles and responsibilities based on the governance model approved by the IOS-MCN Governing Board (GB is a committee constituted by FSID, to monitor the Project and provide the necessary approvals under the Project). The Governing Board can update the governance model from time to time, and it will be communicated to all the members through email/written letters.

    a. Membership Benefits

        By joining the IOS MCN consortium, the member will enjoy the following benefits.

- Industry Visibility & Recognition
- Trust and Credibility from Customers
- Build Technology competency
- Faster Product Development
- Ground for test and trials
- Technology Influence and leadership

    b. Types of membership

There are different types of membership based on the specific privileges listed below.

	Membership	Benefits	Annual Fees
1	Platinum	Governing Board Seat: 1 Technical Oversight Committee: 1	INR 1 Crore
2	Gold	Governing Board Seat: 1/3[1] Technical Oversight Committee: 1	INR 25 lakhs
3	Silver	Governing Board Seat: 1/5[2] Technical Oversight Committee: 1/2[3]	INR 12 Lakhs

- The membership requires a two-year membership commitment.
- The membership fee should be paid in cash.
- An initial full year's payment of fees in cash, is due upon receipt and acceptance of an executed membership agreement and payable within thirty days of the date of invoice from FSID. All Fee amounts are irrevocable and non-refundable. One year's fees are due upon acceptance as a

member, and the second year's fees are due on the first anniversary of membership.
- The invoice from FSID shall include applicable GST (Goods & Services Tax) as applicable

6. Marketing

The membership information and the member organisation's logo shall be published through the IOS-MCN website and other communication channels. The Company hereby grants a non-exclusive licence to FSID and IOS-MCN to use its's Logo and Trademark for the purpose specified above

In case of any reservations, specify below, the relevant details shall be attached along with this membership agreement.

PR: Please initial here in case you do not want IOS-MCN to consider announcing your participation via press release

: --

Logo Usage: Please initial here if you do not want IOS-MCN to consider displaying your logo on IOS-MCN Website

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7. Termination

The membership can be terminated by IOS-MCN, the member organisation or mutually. The membership fee will not be refunded in any circumstances. As the membership is subscribed annually, any dues of the year for which the membership is subscribed must be paid completely (even if the termination is initiated)

a) Initiated by IOS-MCN
   i. If the governing board of IOS-MCN initiates a termination for any legal or guideline violation (including non-compliance), the member organisation will be served a written show-cause notice as the first step with a due date for response. Subsequently, the governing board will review and finalise the decision. Once the termination is finalised by IOS-MCN governing board, all the official roles and logos of the member organisation will be removed from all IOS-MCN channels or committees.
   ii. The advance notice time period will be decided by the governing board of IOS-MCN based on the severity of the situation. The same will be intimated to the member organisation during the show-cause notice.

b) Initiated by the member.
   i. The member organisation can initiate the termination by writing a termination request letter to the governing board of IOS MCN. Based on the request, the governing board of the IOS-MCN can approve the termination. Once the termination is finalised by IOS-MCN governing board, all the official roles and logos of the member organisation will be removed from all IOS-MCN channels or committees.
8. Under no circumstances will FSID be held responsible or liable in any way for any claims, damages, losses, expenses, costs, or liabilities whatsoever (including, without limitation, any direct or indirect damages for loss of profits, business interruption, or loss of information) resulting or arising directly or indirectly from this engagement or under this Agreement.

9. This agreement shall be construed, interpreted, and governed by the laws of India, and the courts of Bangalore shall have exclusive jurisdiction.

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Member Organization Information

Name	
Registration Number (CIN)	
GST Number	
Type (Corporate/Academia/NPO/Start up/MSME/Government)	
Registered Address	
CEO/CTO or Chairman Name and Email	
Number of Employees	
Latest Revenue (Year and Revenue in INR)	

Governing Board Representative Nomination (CXOs or equivalent)

Name	
Designation	
Email	
Phone	

Note: The Governing Board representative will be provided with all the notices and other general information (including about the membership). If you want to include any other contact information, please submit it along with this agreement.

Technical Oversight Committee Representative Nomination (CXOs or equivalent)

Name	
Designation	

Email	
Phone	

Membership Payment:

Name of Contact to provide Invoice: _____

       Title: _____

       Phone: _____

       Email: _____

Please select a method for receiving invoices:

      PDF via email: ___

      Hard copy: ___

Name of Billing Contact

for your Participation in the Project:

_____

       Title: _____

       Phone: _____

       Email: _____

Billing Address: _____

                   _____

                   _____