



Operating Procedures

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OPERATING PROCEDURES OF THE NEXT G ALLIANCE

1. Introduction and Mission

The purpose of this document is to describe the Operating Procedures that apply to the ATIS Next G Alliance, which advances North American mobile technology leadership over the next decade through private sector-led efforts. The work will encompass the full lifecycle of research and development, manufacturing, standardization and market readiness.

2. Membership and Participation

There are three types of Next G Alliance members: (1) Full Members; (2) Contributing Members; and (3) Strategic Members. All members must comply with any membership fee requirements and shall support the mission and goals of the Next G Alliance. Organizations included on the U.S. Department of Commerce’s Entity List that are subject to export, re-export and/or transfer licensing requirements are not eligible to participate in the Next G Alliance.

2.1 Full Members.

Full Members are companies that: (1) directly provide products, services (excluding patent licensing services), software or applications for use in U.S. commercial, private or government networks; or (2) operate communications networks and/or provide multimedia and/or cloud services in the North American market. Given one of the key goals is to influence U.S. policies related to Next G technologies, organizations cannot join as Full Members if they have been barred from federal contracts by agencies within the U.S. government.

Full Members joining prior to December 31, 2020, shall be referred to as “Founding Members.”

2.2 Contributing Members

Contributing members are organizations that: (1) provide products, services, software or applications for use in U.S. commercial, private or government networks; or (2) operate communications networks and/or provide multimedia and/or cloud services in the North American market; or (3) academic institutions, research and development services, and laboratories located in North America, or affiliated with North American research activities.

Contributing Member representatives are experts with deep knowledge of applied research topics, future development, standardization and market needs. Contributing Members are eligible to participate in the Working Groups.

47 **2.3 Strategic Members**
48 Strategic Members are organizations, such as industry associations, research or
49 academic consortia, that have valuable knowledge or experience relevant to the
50 successful development of one or more work programs.
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52 Strategic Members will be approved by the Founding Member Group to participate in
53 one or more Working Groups.
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55 **3. Organization and Leadership**
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57 **3.1 Founding Member Group**
58 The Founding Member Group (FMG), which shall be comprised of senior business
59 executives, establishes the Alliance’s strategy and direction and approves Strategic
60 Members. Each Full Member may appoint one representative to the FMG.
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62 **3.1.1 FMG Leadership**
63 The FMG shall be led by a Chair and Vice Chair, which shall be elected by
64 the Founding Members to serve a two-year term.

65 **3.1.2** The FMG may establish an Executive Board of no more than thirteen
66 members, that has the power to act for the FMG.
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68 **3.2 Steering Group**
69 The Steering Group, which shall be composed of technology leaders and experts who
70 can direct research and development, standards and commercialization priorities,
71 oversees the implementation of the strategic direction established by the FMG. This
72 includes overseeing and providing direction to the Working Groups, and approving
73 the creation and dissolution of Working Groups. Each Full Member may appoint one
74 representative to the Steering Group.
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76 **3.2.1 Steering Group Leadership**
77 The Steering Group shall be led by a Chair and no more than two Vice-Chairs,
78 which shall be elected by the Steering Group to serve two-year terms.
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80 **3.3 Working Groups**
81 Working Groups will be created by the Steering Group as necessary to fulfill the
82 mission of the Next G Alliance. Each Full and Contributing Member may appoint
83 representatives to Working Groups.
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85 **3.3.1 Working Group Leadership**
86 The leadership of each Working Group shall be elected by the Steering Group
87 to serve a two-year term.
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89 **3.4 Subgroups**
90 The FMG, Steering Group and Working Groups shall have the right to establish
91 subgroups, including committees, working groups and task forces. The leadership of
92 these subgroups will be appointed by the Chair.
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94 **4. Resolution Process**

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96 **4.1 Contribution-Driven Approach**

97 The Next G Alliance’s work will be progressed via written and oral contributions of
98 its members (see Section 6 for more information).
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100 **4.2 Consensus**

101 Unless otherwise provided in these Operating Procedures, Consensus is the method
102 used by the Next G Alliance to make decisions. Consensus is established when
103 substantial agreement has been reached among those participating in the issue at
104 hand. Substantial agreement means more than a simple majority, but not necessarily
105 unanimous agreement. Consensus requires that all views and objections be
106 considered, and that a concerted effort be made toward their resolution.
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108 **4.3 Voting**

109 During any voting process, each Voting Member is given a single vote. For elections,
110 candidates receiving the greatest number of votes shall be elected. In the case of a tie,
111 a run-off election will occur.
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113 **4.4 Appeals**

114 Individuals and entities possessing directly and materially affected interests and
115 believing that they have been or will be adversely affected by the action or inaction of
116 the Next G Alliance shall have the right to appeal such action or inaction. Any
117 participant with a concern regarding the Next G Alliance process must bring this to
118 the attention of ATIS staff in writing, which will inform the FMG. The FMG will
119 consider this matter and issue a decision. Notification of the FMG’s final
120 determination from the informal appeals process shall be sent to the participant who
121 made the complaint.
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123 **5. Meetings**

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125 The Next G Alliance may hold in-person or virtual/electronic meetings.
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127 **5.1 Notice/Agenda**

128 Notices of meeting and draft should be circulated in advance of a meeting.
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130 **5.2 Meeting Record**

131 A fair, objective, and unbiased meeting record will be taken at all meetings. These
132 records are not detailed minutes, but a high-level summary that accurately reflect the
133 activities, resolutions, and action items that result from meetings. The record must
134 capture any decisions and action items from the meeting.
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136 **5.3 Quorum**

137 A quorum is not required for the Next G Alliance to conduct any business.
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140 **5.4 Proxies/Alternates**

141 A member of the FMG can appoint designate a single alternate representative to
142 attend and fully participate in meetings if the member is not able to attend.

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144 **5.5 Industry Expert Attendance**

145 The leadership of the FMG, Steering Group or Working Group may at its discretion
146 invite an industry subject matter expert(s) to attend specific meetings when his/her
147 expertise is required to assist in resolving a specific Issue. The expert shall not
148 participate in consensus decisions or voting processes.

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150 **6. Antitrust and IPR**

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152 **6.1 Antitrust and Competition Laws**

153 The Next G Alliance shall operate in accordance with applicable antitrust and
154 competition laws.

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156 **6.2 Contributions and Confidentiality – Generally**

157 As a general rule, the Next G Alliance will not consider any contributions,
158 presentations, or other documentation that is subject to any requirement of
159 confidentiality or any restriction on its dissemination.

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161 In order that the Next G Alliance may facilitate, promote, and disseminate the work
162 of its Forums, it is necessary that each contributor grant the Next G Alliance the
163 rights necessary to adapt, copy, and publicly distribute any contribution or submittal.
164 In accordance with this policy, each contribution or document submitted to the Next
165 G Alliance is subject to an unlimited perpetual, non-exclusive, royalty-free, world-
166 wide right, and license to the Next G Alliance of any copyrights in such contribution.
167 This license includes the right to copy, publish, and distribute the contribution in any
168 way, and to prepare derivative works that are based on or incorporate all or part of the
169 contribution, the license to such derivative works to be of the same scope as the
170 license of the original contribution

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172 **6.3 Contributions and Confidentiality – Exception**

173 The FMG, Steering Group, Working Group or other group within the Next G
174 Alliance may agree to share confidential or sensitive information for a specific project
175 or subgroup. This decision must be made at the initiation of a project or working
176 group and must be clearly communicated to all participants. All contributions,
177 agendas and work product containing confidential information must be clearly
178 marked. This confidential information, and any discussions thereof, shall not be
179 shared outside of the group. No confidential informal may be shared publicly or with
180 any third party without the consent of the contributor.

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182 **6.4 Patents**

183 A proposed deliverable or other work product of the Next G Alliance may include the
184 use of an essential patent claim (one whose use would be required for compliance
185 with that deliverable), if it is considered that technical reasons justify this approach.

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Prior to approval of such deliverable or work product, the Next G Alliance shall receive from the identified party or a party authorized to make assurances on its behalf, in written or electronic form, either: (a) assurance in the form of a general disclaimer to the effect that such party does not hold and does not currently intend holding any essential patent claim(s); or (b) assurance that a license to such essential patent claim(s) will be made available to applicants desiring to utilize the license for the purpose of implementing the standard either: under reasonable terms and conditions that are demonstrably free of any unfair discrimination; or without compensation and under reasonable terms and conditions that are demonstrably free of any unfair discrimination.

Such assurance shall indicate that the patent holder (or party authorized to make assurances on its behalf) will, in any documents transferring ownership of patents subject to the assurance, include provisions sufficient to ensure that the commitments in the assurance are binding on the transferee, and that the transferee will similarly include appropriate provisions in the event of future transfers with the goal of binding each successor-in-interest. The assurance shall also indicate that it is intended to be binding on successors-in-interest regardless of whether such provisions are included in the relevant transfer documents.

7. Revisions to Operating Procedures

The FMG may amend these Operating Procedures. Notices of changes will be circulated to all members and participants of the Next G Alliance. If there are questions or comments, please contact legal@atis.org.