Memorandum of Agreement
between
The National Public Safety Telecommunications Council (NPSTC)
and
The Alliance for Telecommunications Industry Solutions (ATIS)

I. PARTIES

This document constitutes an agreement between the National Public Safety Telecommunications Council (NPSTC) and the Alliance for Telecommunications Industry Solutions (ATIS), hereinafter referred to, as the Parties.

II. PURPOSE

A. Background

1. A federation of organizations representing public safety telecommunications, the National Public Safety Telecommunications Council was formed in 1997. NPSTC was originally formed to encourage and facilitate implementation of the findings and recommendations of the Public Safety Wireless Advisory Committee (PSWAC), established in 1994 by the Federal Communications Commission (FCC) and National Telecommunications and Information Administration (NTIA) to evaluate the wireless communications needs of local, tribal, state, and federal public safety agencies through the year 2010, identify problems, and recommend possible solutions. NPSTC has since taken on additional responsibilities including implementing the recommendations of the Public Safety National Coordination Committee (NCC), an official Federal Advisory Committee of the FCC. NPSTC develops and makes recommendations to appropriate governmental bodies regarding public safety communications issues and policies that promote greater interoperability and cooperation between local, state, and federal agencies.

2. The Alliance for Telecommunications Industry Solutions (ATIS) is a leading global technology and solutions development organization that advances the information and communications technology (ICT) industry’s leading priorities through business-driven initiatives. Through ATIS committees and forums, nearly 200 companies engage in work addressing cloud services, cyber security, over the top services, device solutions, M2M communications, ehealth, network evolution, quality of service, billing support, operations innovations and more. ATIS is also the North American Organizational Partner
of the 3rd Generation Partnership Project (3GPP), comprised of six telecommunications
standards bodies that produces the Reports and Specifications that define 3rd and 4th
generation, and beyond, mobile technologies and services, including LTE. ATIS is
accredited by the American National Standards Institute (ANSI).

B. Purpose

The purpose of this Memorandum of Agreement is to formalize the relationship between
NPSTC and ATIS, which will become an Associate Member of NPSTC. It is to establish a
framework for cooperation between the Parties, within their respective competencies and
subject to respective rules and regulations. However, the Parties explicitly agree that this
relationship shall exclude any representation, advocacy, and/or support to policy positions of
each organization to domestic/national governmental, lawmakers, or regulatory authorities.

C. Principles

The Parties will abide by the following principles:

1. Strength in Unity

This Agreement promotes the concept of strength in unity. Speaking with one unified
voice provides a clear and strong message from the public safety community.

The Parties will exchange information on developments in any of their fields and projects
that are of mutual interest and will endeavor to take each other’s observations
concerning such activities into consideration with a view to promoting effective
cooperation.

The Parties agree to actively support each other’s activities as long as these activities are
consistent with the Parties’ own missions.

The Parties will make every effort to inform each other about potential conflicting
activities and will work to resolve any conflict amicably.

2. Respect

This Agreement is based on mutual respect for other members’ perspectives.

3. Bottom-Up Coordination

This Agreement is intended to result in a coordinating process that is flexible and able to
move rapidly enough to meet the changing needs of the public safety community. This
Agreement is intended to foster the development of user requirements that, as far as
possible, reflect a bottom-up approach.
4. Representation

This Agreement promotes public safety telecommunications in a manner that reflects the diversity and unique perspectives of all public safety disciplines and their constituent users' needs. This Agreement is intended to promote a consensus input decision-making.

5. Outreach

The Parties agree to provide positive outreach for the other Party in all relevant media as appropriate to foster the cooperation between the Parties.

The Parties will place a link to the other Parties’ website on the own Internet presence, clearly expressing the cooperation between the Parties, but also the limitations as described under Section B and Section C-2.

Any use of the other Party’s logo requires the authorization of the logo’s owner.

III. RESPONSIBILITIES OF THE PARTIES

A. General

1. The Parties agree to abide by the provisions of the NPSTC Charter, as set forth in Attachment A.
2. Both Parties shall evaluate this Memorandum of Agreement once every 2 years.
3. The Parties agree to execute the following responsibilities in accordance with the Principles and Purpose of this Agreement as set forth in Section II.

B. NPSTC

NPSTC agrees to handle the administrative, technical support, and outreach activities of the Council in support of the NPSTC Charter, as set forth in Attachment A.

C. ATIS

ATIS agrees to perform the following activities and provide the following resources in support of the NPSTC Charter as set forth in Attachment A.

1. Assign a NPSTC Representative and Alternate to formally represent ATIS. Representative shall serve at the will of ATIS and be replaced in a timely manner. Representatives shall actively participate in NPSTC meetings and serve on Committees and Working Groups.
2. Provide other expertise, advice, and resources to further the intent of this Agreement. Promote NPSTC as the collective voice of public safety telecommunications utilizing its full complement of resources, while respecting the right of all members to express their views either separately or jointly.
IV. PERIOD OF AGREEMENT AND MODIFICATION/TERMINATION

In witness whereof, the Executive Director of the National Public Safety Telecommunications Council and the President and CEO of the Alliance for Telecommunications Industry Solutions have signed the present Memorandum of Agreement in two original copies, in English, on the dates appearing under their respective signatures.

This Agreement will become effective when signed by all parties. The Agreement may be amended at any time by mutual agreement of the parties. Either Party may terminate this Agreement by providing 30 days written notice to the other Party.

National Public Safety Telecommunications Council (NPSTC)  Alliance for Telecommunications Industry Solutions, Inc. (ATIS)

Marilyn Ward  Susan M. Miller

Signature  Signature

Marilyn Ward  Susan M. Miller

Executive Director  President & CEO

August 27, 2012
Charter

1. The National Public Safety Telecommunications Council (NPSTC) is a federation of organizations created to do the following:
   a. Encourage and facilitate implementation of the findings and recommendations of the Public Safety Wireless Advisory Committee, and the Federal Communications Commission (FCC) Public Safety National Coordination Committee (NCPC);
   b. Develop and make recommendations to appropriate governmental bodies regarding public safety communications issues and policies that promote greater interoperability and cooperation between local, state, tribal, and federal public safety agencies;
   c. Serve as a standing forum for the exchange of ideas and information regarding public safety communications;
   d. Conduct an outreach component bi-directionally with high-level officials and end users regarding public safety communications;
   e. Develop tangible mediums to assist in the exchange of information between local, tribal, state, and federal entities;
   f. Identify, support, and conduct studies and research on public safety communications;
   g. Support and promote collaboration across public safety disciplines through national leadership;
   h. Monitor new technologies and/or projects;
   i. Participate in matters of concern to the national public safety telecommunications community; and,
   j. Perform such other functions as the NPSTC deems appropriate, consistent with relevant law.

2. There shall be three classifications of participation in NPSTC: Governing Board, Liaison, and At-large Participants. The qualifications for membership in each classification shall be as follows:
   a. Governing Board:
      i. Voting Members – Shall consist of one officially designated primary representative and one alternate representative of each of the participating non-profit organizations whose members are predominately governmental entities and/or employees of governmental entities. Designated representatives each have one vote and in their absence their alternate representative may vote. If both the primary and alternate voting representatives are not available, the primary voting representative may, by written authorization, designate a voting representative for the organization.
      The founding NPSTC Chair is considered an At-Large member of the Governing Board and shall have one vote. The NPSTC Vice Chair(s) is a current primary voter for a member organization and has voting rights as the primary voter. The NPSTC Chair is a non-voting member.
      The Past Chair position is held by the individual who has most recently resigned from the NPSTC Chair position. The Past Chair is held by the former NPSTC Chair until the current Chair resigns or departs his/her position on the NPSTC Governing Board, at which time the current Chair will assume the Past Chair position. The Past Chair does not have voting privileges. The Chair Emeritus is held by the individual who has resigned from the NPSTC Chair position and has been elected to this position by the Governing Board. The Chair Emeritus is an honorary title for a Past Chair, but the Chair Emeritus is not included in Executive Committee meetings. This position has no term limit and does not have voting privileges.
      ii. Non-Voting Members – Shall consist of one representative designated by the Canadian Interoperability Technology Interest Group (CITIG), National Council of Statewide Interoperability Coordinators (NCSWIC), Telecommunications Industry Association (TIA), Utilities Telecom Council (UTC), standards organizations, and any other public safety organizations recommended by the Governing Board. The designated Associate Member shall not have voting privileges but shall participate in all other NPSTC activities and shall be eligible to serve on any committee or task group. Associate Members shall be nominated for membership by a current Governing Board member and shall be approved by a majority vote of the Governing Board.
   b. Liaison Organizations:
      i. Shall consist of officially participating federal agencies and industry associations.
   c. At-large Participants:
      i. Shall consist of any individual or organization that has interest in public safety communications.

3. The Governing Board shall govern the affairs of NPSTC, subject to the provisions of this charter. The participating organizations of the Governing Board consist of the following:
   a. American Association of State Highway and Transportation Officials (AASHTO)
   b. American Radio Relay League (ARRL)
   c. Association of Fish and Wildlife Agencies (AFWA)
   d. Association of Public-Safety Communications Officials – International (APCO)
   e. Forestry Conservation Communications Association (FCCA)
   f. International Association of Chiefs of Police (IACP)
   g. International Association of Emergency Managers (IAEM)
   h. International Association of Fire Chiefs (IAFC)
   i. International Municipal Signal Association (IMSA)
j. National Association of State Chief Information Officers (NASCIO)
k. National Association of State Emergency Medical Services Officials (NASEMSO)
l. National Association of State Foresters (NASF)
m. National Association of State Telecommunications Directors (NASTD)
n. National Emergency Number Association (NENA)
o. National Sheriffs' Association (NSA)

Associate Members (Non-Voting)
a. Canadian Interoperability Technology Interest Group (CITIG)
b. National Council of Statewide Interoperability Coordinators (NCSWCC)
c. Telecommunications Industry Association (TIA)
d. Utilities Telecom Council (UTC)

4. Liaison Organizations (Non-Voting)
a. Federal Communications Commission (FCC)
b. Federal Emergency Management Agency (FEMA)
c. Federal Partnership for Interoperable Communications (FPIC)
d. National Telecommunications and Information Association (NTIA)
e. Office of Emergency Communications (OEC)
f. Office for Interoperability and Compatibility (OIC)
g. Public Safety Communications Europe (PSCE)
h. SAFECOM
i. US Department of the Interior (US DOI)
j. US Department of Justice (US DOJ)
  - National Institute of Justice (NIJ)
  - CommTech Program

5. The Governing Board may add additional participating organizations by majority vote.

6. Any official NPSTC recommendation or policy position shall require a consensus among those eligible to vote. A consensus does not necessarily require unanimity.

7. The elected officers of the Governing Board shall consist of a Chair and two (2) Vice Chairs. The Chair will be elected in April every 2 years and the Vice Chair(s) shall be elected in April of alternating years for 2-year terms. If only one vice chair is elected the term shall not be concurrent with the term of the chair. These offices will be allowed continuing terms limits, except if the officer resigns and/or the Governing Board by majority vote determines otherwise.

8. Only current primary voting members (not alternates) on the Governing Board may serve as the NPSTC Chair. Once the NPSTC Chair takes his/her position, he/she is no longer affiliated as the primary voter for that association and does not have voting privileges. The association will need to designate a new officially designated primary representative.

9. The Governing Board may establish such committees as it deems appropriate and establish procedures for appointing respective Chairs and Vice Chairs, membership, and related operations.

10. Officers and Committee Chairs must be employees of a public safety or public service organization as defined in the Public Safety Wireless Advisory Committee (PSWAC) Final Report or a recognized organization representing these entities.

11. The Executive Committee shall consist of the Chair, Vice Chair(s), Committee Chairs, Committee Vice Chairs and the Executive Director and may act upon routine matters without a vote of the Governing Board. Examples of routine matters include meeting arrangements, procedures, FCC filings in furtherance of matters previously approved by the Governing Board, and minor substantive matters.

12. All Governing Board and Committee meetings shall be open to any At-Large Participant; however, certain meeting topics may be restricted to public safety representatives.

13. The Governing Board and its Committees shall provide at least 15 days notice of its meetings to its members. Notice of meetings shall be through such means as are approved by the Governing Board. Meetings may be conducted in person, by teleconference or via the public Internet.

14. NPSTC has not been created by any agency or department of the federal government and shall not take any action, which would deem the NPSTC to be subject to the Federal Advisory Committee Act (FACA). Federal agencies may participate in NPSTC in a liaison capacity with the understanding that they are not voting members and that any assistance or comments they provide do not necessarily represent the official opinions of their respective organization.

15. This Charter may be amended only upon the approval of a majority of the Governing Board.