**Memorandum of Understanding (“MoU”) of the mmWave Coalition**

The undersigned companies and entities (the “Members”) hereby form the mmWave Coalition (the “Coalition”) and agree to the following provisions:

1. The purpose and scope of the Coalition activities (its “Objectives”) are:
	* To advocate through a combination of FCC waivers/rulemaking to open 95-450 GHz radio spectrum.
	* To participate in WRC preparation work to adopt a US position in favor of an international allocation of 275-450 GHz spectrum.
2. The Coalition’s intended legal counsel, Goldberg, Godles, Wiener & Wright (“G2W2”) and consultant, Marcus Spectrum Solutions LLC (“Marcus”) have estimated the following fees for this work to be:
	* $70-80,000 for FCC waivers/rulemaking;
	* $25-30,000 for WRC preparation work
3. The Coalition will fund this work up to an amount not exceeding these budgetary estimates, except as described at paragraph 14 below.
4. The annual Contribution for each category of the Coalition Members is :
	* Large Company: $5,000
	* Small Company: $1,500
	* Academic Institution: $100

For purposes of this MoU, a “Large Company” is defined as a company with a “Group” (including affiliates controlled by or controlling the Member) annual revenues of U.S. $250 million or more. “Academic Institution” is a non-profit organization whose primary purpose is educational. “Small Company” is any other organization that is neither a “Large Company” or “Academic Institution”.

1. The critical mass necessary to move forward with the Coalition will be a minimum of five (5) Large Companies and ten (10) total Members. This MoU will not be effective until executed by at least that number of Members. If at any time during the existence of the Coalition the number of Members falls below this number the Coalition shall be dissolved on a majority vote of the remaining Members, in accordance with paragraph 20 below.
2. Within 30 days of this MoU becoming effective each Member shall pay its Contribution in accordance with instructions to be provided by the Appointed Law Firm. This payment date will be the date on which all annual contributions shall become due each year. The Appointed Law Firm will provide notice of the payment due date and such instruction to Members’ Principals (as defined below) within 3 days of this MoU taking effect. Each year thereafter either the Chair of the Steering Committee or the Appointed Law Firm shall provide each member 28 days’ notice in writing prior to the next payment due date.
3. Additional companies and entities will be permitted to join the Coalition by a majority vote of the Steering Committee. Additional members will be required to execute this MoU and make payment of their annual Contribution as a condition of joining the Coalition. The amount required to be paid will not be *pro-rated* for a partial year. Members may withdraw from the Coalition at any time by providing written notice to the Chair of the Steering Committee, but will not be entitled to a refund of their contribution.
4. The Steering Committee may terminate a Member’s membership of the Coalition:
	1. following a majority vote if the Member has failed to pay its Contribution;
	2. following a vote of 75% or more if the Member has acted contrary to the Objectives.
5. A “Steering Committee” will be formed of the “Principals” of the Members. Each Member will be entitled to nominate one person to act as its “Principal” representing it on the Steering Committee, if that Member so chooses. If there is more than one Member from a Group of companies, that Group may only appoint one Principal to the Steering Committee. Each Member on signing this MoU shall provide details of its Principal. It may change its Principal at any time by providing written notice to the Chair of the Steering Committee.
6. Once the Coalition has achieved critical mass and a “Chair” of the Steering Committee has been appointed, by a majority vote of the Steering Committee, the Chair will sign the engagement letter with G2W2 (the form of which shall be substantially identical to the form of the letter attached hereto as Attachment A) and request G2W2 to hire Marcus as a consultant. G2W2 shall remain the “Appointed Law Firm” until such time as the Steering Committee determines that another firm should act as the Coalition’s legal counsel, or due to an unresolvable conflict of interest between it and the Coalition.
7. The Chair of the Steering Committee may be changed at any time by a majority vote.
8. G2W2 has opened a bank account to receive the contributions. G2W2; Marcus; Gerhard Schoenthal of Virginia Diodes and James Gigrich of Keysight Technologies are the “Approved Signatories” on the account. The approval of three of these persons are needed to withdraw funds. G2W2’s or the Appointed Law Firm’s office administrator will manage the account. The Approved Signatories and number for approval to withdraw funds may be changed by a 75% or more vote of the Steering Committee, provided the Appointed Law Firm remains a signatory at all times and the number of signatories for approval is not less than two. Approval of the Appointed Law Firm will always be required to withdraw funds, unless under $1000 per withdrawal.
9. G2W2 and Marcus will be tasked to develop a detailed work plan for a petition for rulemaking and associated waivers and for participation in WRC-19 prep process. The Steering Committee will approve work plans and has editorial control of the filings or positions the Coalition will take. All decisions of the Steering Committee relating to the work under this paragraph will require the consensus determination of the Committee.
10. The Steering Committee shall have the power to increase the budget estimates in paragraph 2 by a 75% or more vote of the Steering Committee. It may also increase the Contribution requirements for each category of membership in paragraph 4 by a 75% or more vote of Principals representing each category of Members affected, respectively.
11. Members acknowledge that the purpose of the Coalition is to participate in public processes and, therefore, information should not be provided to the Coalition that cannot be made public.
12. In respect of any information provided by Members to the Coalition and its Members, each Member hereby provides a perpetual, royalty-free, non-exclusive, worldwide copyright license to each other Member of the Coalition and any legal advisors or consultants engaged by the Coalition (either directly or indirectly) to copy, use and make derivative works in the information for the sole purpose of the Objectives defined in paragraph 1, unless the Member expresses in writing to the Chair of the Steering Committee, with a copy to the Appointed Law Firm, that it does not wish its information to be subject to this paragraph.
13. In no event will the Coalition become involved in setting standards or ask Members for licenses to their intellectual property rights (unless otherwise stated herein).
14. Matters not addressed above are to be resolved by majority vote of the Steering Committee.
15. Neither the Coalition nor any Member shall have the power to bind any other Member or incur any liability on another Member’s behalf.
16. The Coalition will wind up its affairs and be dissolved upon the earlier of the following: (i) the FCC, by final decision(s), substantively addresses the rules and waivers sought by the Coalition as contemplated herein; (ii) the Members determine by majority vote that the Coalition is deadlocked as to any material issue that makes it impractical for the Coalition to achieve its Objectives; and (iii) as described in paragraph 5 above. On the winding up of the Coalition this MoU shall terminate (with the exception of paragraph 16), and any engagements with law firms and consultants will be terminated, as shall any other agreements relating to the Coalition that binds Members and/or the Coalition. If the Coalition has any funds remaining after winding up its affair, such amounts shall be returned to the Members *pro rata* in accordance with the amount of their financial contributions to the Coalition over the life of its existence.
17. This MoU shall be governed under the laws of the District of Columbia, USA. Any disputes arising under this Agreement shall be subject to the jurisdiction of the Courts of the District of Columbia, USA.
18. This MoU may be executed in several counterparts, and all such executed counterparts shall constitute one agreement, binding on all of the parties hereto.

Acknowledged and agreed:

[Member Company]

Authorized By:\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

Printed Name:\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

Job Title:\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

Date:\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

 Joining Coalition as a: \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_ [indicate whether a “Large Company”, a “Small Company,” or an “Academic Institution”]

Member’s Nominated Principal

Name:

Job Title:

Address:

Email:

Telephone number:

[Add signature blocks as needed]