



**MEMORANDUM OF UNDERSTANDING**

**Scope: This MOU applies to the face-to-face test event to be held during the week of August 19th at the Riedel facility in Wuppertal, Germany related to the Joint Task Force on Networked Media (JT-NM) Qualified Test Event, including any virtual access granted to components of that workshop (Collectively referred to as the "Event") & the publication of JT-NM Tested results at the IBC 2019 IP Showcase in Amsterdam, the Netherlands, from September 13, 2019 to September 17, 2019.**

This Memorandum of Understanding (MOU) is entered into as of

\_\_\_\_\_ by and between the Video Services Forum, Inc., ("VSF") and \_\_\_\_\_ ("Participant"), collectively the Parties.

**Recitals:**

**A.** Video Services Forum, Inc. is an international association composed of service providers, users and manufacturers dedicated to interoperability, quality metrics and education for video networking technologies.

**B.** Participant (Company Name) is

\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

**C.** (i) The VSF, along with its partners, AES, AIMS, AMWA, EBU, and SMPTE referred to herein collectively as ("Partners") seek to increase interoperability of vendors' implementations of various Standards and Specifications around professional media IP networks. The Partners seek to achieve this goal by conducting private and public workshops during 2019.

(ii) For the sake of simplicity, the contracting parties in this MOU are the Participant and the VSF. While there is no legal Relationship created by this document between the Partners listed above, the VSF has been designated by the Partners as the contracting organization.

**D.** The JT-NM Qualified Test Event will be held the week of August 19th at the Riedel facility in Wuppertal, Germany. Testing will be overseen by the JT-NM and conducted by the EBU in partnership with the IRT. Participants who meet pre-

published criteria will be granted the right to certain benefits during the IBC 2019 convention.

**In consideration of the benefits anticipated from entering into this MOU, the Parties agree as follows:**

**1. Eligibility** In order to take part in this Workshop, the Participant must be a member in good standing and an active participant of one or more of the following organizations (Please check all that apply):

AES; or

EBU; or

AIMS; or

SMPTE; or

AMWA; or

VSF

**2. To Sign and return this MOU to Bob Ruhl ([bob.ruhl1@verizon.net](mailto:bob.ruhl1@verizon.net)) by June 28, 2019 and to provide the requested sign-up information, specifically with regard to what equipment they would like to submit for testing.**

**3. Terms** Each Event Participant agrees to the following:

(a) Partners Issue Press Releases – The Partners may issue press releases and announcements before and after the Event.

(b) Limited Release of Test Results – Partners will only release test results that have been approved by the JT-NM technical committee, specifically in the form of the JT-NM Tested Catalog as formally released to the public.

(c) Opt-out Policy. It is the responsibility of each Event Participant to specify their company's Designated Representative, someone with the authority to review the company's test results and determine whether or not the company should opt out of the formally published results. The JT-NM will provide a Google Docs spreadsheet where each Event Participant can enter the name, title and contact information of their Designated Representative.

On the Monday following the completion of the Test Event (Monday, August 26th), the JT-NM will send an Opt-out form to the Designated Representative from each Event Participant. If an Event Participant wishes to opt-out of the publicly facing JT-NM Catalog, the Event Participant has until 5:00pm CET the following week, Wednesday, Sept 4th to return the signed Opt-out form to [bob.ruhl1@verizon.net](mailto:bob.ruhl1@verizon.net) in order to remove mention of specific products from the public-facing JT-NM Test Catalog. The JT-NM is not responsible for Opt-out form communications which do not reach Bob Ruhl by the above deadline.

(d) Limitation on Event information which can be shared. Event Participants agree to share only information available publicly in the JT-NM Test Catalog, and to only share such information after the JT-NM Test Catalog has been published on the [jt-nm.org/jt-nm\\_tested](http://jt-nm.org/jt-nm_tested) website.

(e) Usage of JT-NM Tested Badges – Event Participants who are published in the JT-NM Catalog for this Test Event will be given JT-NM Tested badges for display at IBC 2019. In addition to displaying these badges on the IBC show floor, the badges

may be used in other marketing materials of the Event Participant provided that one of the following notifications is included with such materials:

- “For more details on the JT-NM Tested program at IBC 2019 and its test results please see to [http://jt-nm.org/jt-nm\\_tested](http://jt-nm.org/jt-nm_tested).”

OR

- “Sponsored by the JT-NM and administered by the EBU and IRT — two top European technical bodies — the JT-NM Tested program offers prospective purchasers of IP based equipment greater, more documented insight into how vendor equipment aligns to the SMPTE ST 2110, SMPTE ST 2059 standards and the JT-NM TR-1001-1 and AMWA NMOS IS-04 & IS-05 specifications. Vendors who submitted equipment to be tested and agreed to make their results public are listed, with their products’ test results in the JT-NM Tested catalog which is publicly available at the IP Showcase booth at IBC 2019 and at [http://jt-nm.org/jt-nm\\_tested](http://jt-nm.org/jt-nm_tested). This catalog provides transparency, describing the test criteria and testing methodology, as well as the hardware and software versions of the products that were tested. While JT-NM Tested is not a certification program, it will provide a snapshot in time of how vendor equipment aligns to key parts of SMPTE standards and the JT-NM TR-1001-1 and NMOS specifications, providing prospective purchasers and users with a reference as they begin their equipment evaluation and qualification process.”

(f) No claim of certification or compatibility

Event Participants must not make claims that their products are “certified”, “compatible”, or make other similar claims in relation to any Standards or Specifications of any Partner or third party based on the results of this Event. This MOU does not grant any right or license for Participant to use any registered or unregistered trademark or certification mark of any Partner or third party.

(g) Claim of interoperability or non-interoperability –Event Participants may not claim that another Event Participant is non-compliant or make other such statements based upon the results of this Event. Event Participants may not comment on difficulties of other Event Participants or on observations of a negative nature regarding the technical performance of another Participant’s equipment.

(h) No distribution of content – Participants may not distribute or use video and/or audio content that is made available as a result of this Event for any reason outside of the scope of this MOU.

(i) Results available to Event coordination committees

Event Participants agree that detailed results will be available to JT-NM Event coordination committees to aid them in preparation for future public interoperability demonstrations. Such details shall not be released to the public.

(j) Participant Equipment Damage

As a condition of participation in the events covered by this MOU, Participant agrees that the Partners shall not be liable for damage to any Participants' equipment

regardless of who caused the damage or the circumstances under which the damage occurred.

**4. Representations and Warranties** Each Party represents and warrants to the other that (a) it has due authority to enter into and perform this MOU, (b) its performance of this MOU will not conflict with any other agreement to which it is a Party.

**5. Relationship of Parties** The relationship between the parties shall be that of independent signatories and nothing in this MOU shall be construed to constitute either party an, employee, agent or member of the other Party. Without limiting the foregoing, neither Party shall have authority to act for or to bind the other party in any way, to make representations or warranties or to execute agreements on behalf of the other Party, or to represent that it is in any way responsible for the acts or omissions of the other Party. Neither party shall be required to make any payment to the other Party or any other Partner or participant in this Event. Each Party shall pay its own costs and expenses with respect to its activities under this MOU.

**6. Disclaimers and Indemnification** Participant shall indemnify, defend and hold harmless VSF from and against any damages arising as a result of personal injury to VSF or any other Partner or participant, or the employees, agents, contractors, assigns or invitees thereof, to the extent caused by the Participant. Participant disclaims its interpretation as, or reliance upon any warranties, express or implied, with respect to any information, test results or other confidential information disclosed by any Partner or participant to it at or in connection with the Event, including without limitation, the implied warranties of merchantability and fitness for a particular purpose and any warranty against infringement of intellectual property rights. Participant acknowledges and agrees that any such information, test results or other confidential information is provided as is, without warranty of any kind. Except as provided in the first sentence of this Section, Participant acknowledges and agrees that in no event shall any Party or other participant have any liability to any other Party, Partner or other participant for any indirect, incidental, consequential, special, punitive or exemplary damages arising out of this Agreement or participation in either or both Events, under any cause of action or theory of liability, whether or not advised of the possibility of such damage. Without limiting the generality of the foregoing, Participant agrees that in no event shall it hold VSF responsible for any action or inaction by any other Partner, Event participant or third party.

**7. Term and Termination** (a) This MOU shall remain in force until terminated by either Party.

(b) This MOU may be terminated (i) at any time without cause by either Party giving not less than 30 days' notice to the other Party of its desire to terminate, and (ii) on thirty days notice, in the case of the breach without cure of a material term by the Party receiving notice, providing that the Party giving notice

provides sufficient detail in such notice of the nature of the breach to permit cure (except that where the breach, by its nature, is not susceptible to cure, termination shall be effective upon the giving of notice).

(c) All rights and obligations under this MOU will cease on termination, except for those referred to in Section 3 through 8, each of which shall survive indefinitely.

**8. Miscellaneous** This MOU (a) shall be subject to the laws of New York, United States, without giving effect to its rules regarding conflicts of laws; (b) may only be amended in writing by authorized representatives of each Party; (c) supersedes any preexisting agreement or understanding between the Parties, whether written or oral; and (d) may not be assigned by either Party without the written permission of the other Party, except to a successor to its business or mission, as appropriate.

*Remainder of page intentionally left blank*

In witness of the above, the Parties have caused this MOU to be executed by their duly authorized representatives.

**VIDEO SERVICES FORUM, INC.**

**PARTICIPANT**

By: Video Services Forum, Inc

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

Company Name

Bob Ruhl/  
Name/Signature

\_\_\_\_\_  
Name (Type)/Signature

VSF Operations Manager  
Title

\_\_\_\_\_  
Title

609-410-6767  
Telephone

\_\_\_\_\_  
Cell #

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