**CONFIDENTIALITY AND RESTRICTED USAGE UNDERTAKING**

relating to

the TEA3 algorithm for the protection of the information exchanged over the radio channels of the Terrestrial Trunked Radio (TETRA) System.

 Between

*<Company name>*

*<Company address>*

hereinafter called: the LICENCEE;

 and

**European Telecommunications Standards Institute (ETSI)**

**06921 Sophia Antipolis CEDEX, France**

hereinafter called: the CUSTODIAN.

Whereas

The LICENCEE declares, supported by additional information provided, that he fulfils at least one of the following criteria:

* He is a bona fide designer or manufacturer of TETRA subscriber or fixed network equipment where TETRA Standard Encryption Algorithm 3 (hereinafter referred to as TEA3) is included in the systems.
* He is a bona fide designer or manufacturer of components for TETRA subscriber or fixed network equipment where at least one of the components includes TEA3.
* He is a bona fide designer or manufacturer of TETRA system simulators for testing of TETRA subscriber or fixed network equipment where the simulator includes TEA3.

The CUSTODIAN undertakes to give to the LICENCEE:

* Registered copies of the detailed specification of the confidentiality algorithm TEA3 Part 1 and Part 2 for protection of the information exchanged over the radio channels of a Terrestrial Trunked Radio system.

The LICENCEE undertakes to:

1) keep strictly confidential all information contained in the detailed specification of TEA3 and all related communications written or verbal which have been associated with that information after the signature of the present undertaking (the "INFORMATION").

2) take measures to ensure that his personnel do not disclose to third parties, without prior and explicit authorization in writing by the CUSTODIAN, all or part of the INFORMATION.

3) use the INFORMATION in the TEA3 specification exclusively for the provision of TETRA components, systems or services, thus refraining from making any other use of TEA3 or information in the TEA3 specification.

4) design his equipment in a manner that protects TEA3 from disclosure and ensures that it cannot be used for any purpose other than to provide the TETRA air interface security services for which it is intended.

 These services are specified in the following standards:

* ETSI EN 300 392-7: "Terrestrial Trunked Radio (TETRA); Voice plus Data (V+D); Part 7: Security".
* ETSI EN 300 396-6: "Terrestrial Trunked Radio (TETRA); Direct Mode Operation (DMO); Part 6: Security".

 TEA3 shall not be used to provide end-to-end security services.

The LICENSEE undertakes NOT to:

5) make copies of the TEA3 specifications (all copies of these specifications must be produced, numbered and registered by the TEA3 Custodian).

6) disclose the INFORMATION to any third party without prior and explicit authorization in writing by the CUSTODIAN.

7) register, or attempt to register, any IPR (patents or the like rights) relating to TEA3 and containing all or part of the INFORMATION.

8) subcontract any part of the design and build of his equipment, or the provision of his TETRA services, which requires a knowledge of TEA3, to any organization which has not signed the Confidentiality and Restricted Usage Undertaking.

9) publish a description or analysis of any aspects which may disclose the operation of TEA3 in any document that is circulated outside the premises of the LICENCEE.

10) export the TEA3 specification without the approval of the Export Control Authorities of its country if any.

The above restriction does not apply to information which:

* is or subsequently becomes (other than by breach by the LICENCEE of its obligations under this agreement) public knowledge; or
* is received by the LICENCEE without restriction on disclosure or use from a third party and without breach by a third party of any obligations of confidentiality to the CUSTODIAN.

If, after five years from the effective date hereof, the LICENCEE has not used the INFORMATION, or if he is no more active in the business mentioned above, he shall return the written INFORMATION which he has received. The LICENCEE is not authorized to keep copies or photocopies; it is forbidden for him to make any further use of the INFORMATION.

In the event that the LICENCEE breaches the obligations of confidentiality imposed on him pursuant to bullets 1 to 10 above and ETSI demonstrates that it has suffered loss as a direct result of such breach, the LICENCEE agrees to indemnify ETSI for such reasonable losses which are a direct result of such breach. The LICENCEE may not be held liable for any indirect or consequential or incidental losses (including loss of profits) suffered by any third party claiming against ETSI.

All disputes which derive from the present undertaking or its interpretation will be settled by the Court of Justice located in Grasse (Alpes Maritimes) and with the application of French Law regarding questions of interpretation.

The obligations of confidentiality herein will not apply vis-à-vis other LICENCEES. Evidence of being a LICENCEE will be given by providing a certified copy of this undertaking duly undersigned.

This undertaking supersedes all prior confidentiality and restricted scope undertakings between the parties and constitutes the entire agreement between the parties. All amendments to this undertaking will be agreed in writing and signed by a duly authorized representative of each of the parties.

Made in two originals, one of which is for the CUSTODIAN, the other for the LICENCEE.

For the CUSTODIAN For the LICENCEE

 (signed)**.............………………………..….**

 (Name,Title typed**)……………………………..**

 **......................…………………………..….**

Mr Luis Jorge ROMERO SARO (signed)**…………………………………………**

ETSI Director General (Name,Title (typed)**.............………………....**

 **……………………………………………..**

(Date) (Date)