

## Annex C: Confidentiality and Restricted Usage Undertaking for Primary and Secondary Users of TEA2

### CONFIDENTIALITY AND RESTRICTED USAGE UNDERTAKING

relating to

the TEA2 algorithm for the protection of the information exchanged over the radio channels of the Terrestrial Trunked Radio (TETRA) System.

Between

(COMPANY NAME) Abteilung Brand - und Zivilschutz.....

(COMPANY ADDRESS) Drususstraße 116 - 39100 Bozen (Italy).....

hereinafter called: the LICENCEE;

and

(COMPANY NAME) TETRA ASSOCIATION.....

(COMPANY ADDRESS) Wildenborch 63 - 2261 XK Leidschendam (Netherland).....

hereinafter called: the CUSTODIAN.

Whereas

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

- The organization is a governmental organization for a network that is primarily used by public safety organizations in their own state or territory as listed in the TEA2 state and territory list that is maintained by the custodian. This is referred to as a primary user.
- The organization is a military organization operating a TETRA network in a state or territory where a TETRA network of a primary user is also in operation.
- The organization is a military organization operating a TETRA network in a state or territory as listed in the TEA2 state and territory list that is maintained by the custodian where there is no public safety TETRA network but where written approval by the governmental organization that is responsible for public safety has been demonstrated.

**Description of intended application and user group(s)**

Operation of a radio network (TETRA Standard) for civil defense in South Tyrol  
 .....

User Groups: fire department, mountain Rescue, ambulance service, road service  
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Forest Service, Torrent engineering structures, geology, etc.  
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 .....  
 .....

If requested by the LICENCEE the CUSTODIAN undertakes to give to the LICENCEE:

- One registered copy of the detailed specification of the confidentiality algorithm TEA2 parts 1 and 2 for protection of the information exchanged over the radio channels of a TETRA system.

The LICENCEE undertakes:

- 1) To keep strictly confidential all information related to TEA2 and all related communications written or verbal which have been associated with that information after the signature of the present undertaking (the "INFORMATION").
- 2) Not to disclose the INFORMATION to any third party without prior and explicit authorisation in writing by the CUSTODIAN.
- 3) To take measures to ensure that his personnel do not disclose to third parties, without prior and explicit authorisation in writing by the CUSTODIAN, all or part of the INFORMATION.
- 4) Not to register, or attempt to register, any IPR (patents or the like rights) relating to TEA2 and including all or part of the INFORMATION.
- 5) To use equipment containing TEA2 only to provide the TETRA air interface security services for which it is intended.

These services are specified in the following standards:

EN 300 392-7: "Terrestrial Trunked Radio (TETRA); Voice plus Data (V+D); Part 7: Security"; and

ETS 300 396-6: "Terrestrial Trunked Radio (TETRA); Direct Mode Operation (DMO); Part 6: Security".

TEA2 may not be used to provide the end-to-end security services described in these standards.

- 6) To use equipment containing TEA2 only for providing TETRA services to user groups as limited by this undertaking.

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.

In the event that the LICENCEE breaches the obligations of confidentiality imposed on him pursuant to bullets 1 to 6 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 authorised 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

.....  
TCCA

(Name, Title (typed))

.....  
chair STPa

(Name, Title (typed))

.....  
[Signature]

(Date)

.....  
9 April 2014

For the LICENCEE

.....  
Dr. Hanspeter Staffler

(Name, Title (typed))

.....  
[Signature]

(Name, Title (typed))

.....  
17-02-2014

(Date)