

**Agreement for Mutual Cooperation and Exchange of Documentation between  
the International Telecommunication Union  
and  
the Society of Motion Picture and Television Engineers**

AGREEMENT made this 21 day of MARCH, 2001, by and between the INTERNATIONAL TELECOMMUNICATION UNION, an intergovernmental organization and a specialized agency of the United Nations having its Headquarters at Place des Nations, CH-1211 Geneva 20, Switzerland (hereinafter referred to as "ITU"), and the SOCIETY OF MOTION PICTURE AND TELEVISION ENGINEERS, an international technical society and standards developer having its principal place of business at 595 West Hartsdale Avenue, White Plains, NY 10607 (hereinafter referred to as "SMPTE") (hereinafter collectively referred to as the "Parties")

WITNESSETH

WHEREAS, the ITU Radiocommunication Sector (ITU-R) is responsible, inter-alia, for studying and issuing recommendations on radiocommunication questions;

WHEREAS, the SMPTE is an international technical society devoted to advancing the theory and application of motion-imaging technology including film, television, video, computer imaging and telecommunications;

WHEREAS, Resolution ITU-R 9-1 authorizes ITU-R Study Groups to refer to standards formulated by other recognized standard setting bodies; and the SMPTE is an authoritative organization developing standards, consensus-based recommended practices (RPs) and engineering guidelines (EGs);

WHEREAS, by an exchange of communications between the ITU-R and the SMPTE, the Board of Governors of the SMPTE has unanimously endorsed the establishment of a closer working relationship with the ITU;

WHEREAS, the SMPTE, if admitted as Sector Member in the ITU-R, will become eligible to participate in relevant ITU-R meetings, to make technical contributions to ITU-R work, and to assist the ITU-R in developing Recommendations and Reports;

WHEREAS, the ITU and the SMPTE have a strong interest in each other's work, with the goal of reducing duplication of efforts and ensuring the development of appropriate standards responsive to global market needs;

WHEREAS, the Parties recognize the benefits of free or low-cost distribution of technical standards and recommendations to society in general and the developing world in particular;

WHEREAS, the Parties recognize the need to cooperate on the basis of reciprocity;

NOW THEREFORE, in consideration of the mutual covenants and undertakings set out herein, the Parties agree as follows:

**1. Definitions**

## 1. Definitions

Unless otherwise indicated, the terms listed below shall have the following meanings for purposes of this Agreement:

- 1.1. “Study Group 6 Participants” means Participants in the work of ITU-R Study Group 6, its Working Parties, Task Groups, Special Rapporteur Groups or any of its sub-groups.
- 1.2. “ITU-R Document” means any ITU-R Report, Recommendation or related document.
- 1.3. “ITU-R Recommendation” means an answer to a Question or part(s) of a Question which, within the scope of existing knowledge and studies, gives specifications, data or guidance; the recommended way or ways of undertaking a specified task; or a recommended procedure or procedures for a specified application and which is considered to be sufficient to serve as a basis for international cooperation, Adopted by the Study Group and Approved by the Member States for publication.
- 1.4. “Draft ITU-R Recommendation” means any Recommendation that has been proposed for Adoption and further Approval.
- 1.5. “SMPTE Document” means any SMPTE Standard, Recommended Practice and Engineering Guideline duly approved in accordance with SMPTE Administrative Practices.
- 1.6. “SMPTE Deliverable” means a final SMPTE Document adopted by ballot for which no comments are received after it has been published on the SMPTE Web Site for forty-five (45) days.
- 1.7. “Draft SMPTE Deliverable” means a SMPTE Document with an assigned Standards Committee number, which has achieved consensus at the Technological Committee level and is subject to approval by the Standards Committee according to SMPTE Administrative Practices.

## 2. Authorization of Use of Documents

- 2.1. The SMPTE authorizes the ITU to use all SMPTE Documents for internal use through a complimentary subscription from SMPTE Standards Service; and the ITU is hereby authorized to reproduce, translate and distribute these documents free of charge, as working documents, for the use of ITU-R Study Group 6 Participants to contribute to ITU meetings dealing with matters of common interest.
- 2.2. The ITU authorizes the SMPTE to use, within its Technical Committees and related working groups, ITU-R Recommendations and SMPTE is hereby authorized to reproduce and distribute these documents free of charge, as working documents, only for the use of members of these SMPTE bodies.

## 3. Scope of Use

- 3.1. ITU-R Study Groups, in particular Study Group 6, may include in their documents or refer to current versions of SMPTE Documents. The SMPTE will provide the ITU-R with the Scopes of all SMPTE Documents, which may be used as summaries and referred to in ITU-R Documents. Subsequent versions of these SMPTE Documents, which have not been approved as Study Group 6 documents, will be subject to an ITU disclaimer. For such subsequent versions of SMPTE Documents, the ITU-R will refer the reader to the SMPTE Web Site.

- 3.2. The ITU may distribute copies of SMPTE Documents, which are referenced or to be referred to in any ITU-R Report, Recommendation or similar documents, to Study Group 6 Participants on the same terms that the ITU-R make its own Documents available to these Participants.
- 3.3. Notwithstanding Section 2.1, upon a request by the ITU, the SMPTE will grant the ITU-R on a case-by-case basis a licence to reproduce and distribute SMPTE Documents, that are either referenced or to be referenced in ITU-R Documents.
- 3.4. Notwithstanding Section 2.2, upon a request by the SMPTE, the ITU will grant the SMPTE on a case-by-case basis a licence to reproduce and distribute ITU-R Documents that either reference SMPTE Documents or ITU-R Documents that are either referenced or to be referenced by SMPTE Documents, singly or on its CD-ROM standards sets.
- 3.5. The reproduction of the above texts by the receiving Party shall be subject to the copyright arrangements set out in Section 5 below.

#### **4. Acceptance of Texts**

The Parties agree that referencing a document that has not yet been approved by the referenced body can lead to confusion; thus normative referencing will be usually limited to approved documents. If absolutely necessary, such a reference can be made where the ITU-R and the SMPTE are approving cooperative work requiring cross-references approximately in the same time frame. However the Parties agree to take into consideration the degree of stability or maturity of the document and its relationship with other existing or emerging documents. Neither party will reference a document, which has not yet been approved, without the originating party's consent.

##### **4.1. Draft SMPTE Deliverables**

4.1.1. The SMPTE will adopt Administrative Practices defining which documents are appropriate to contribute to the ITU-R. The Parties agree that the SMPTE will contribute no document for consideration by the ITU-R until the document has at least achieved consensus at the Technology Committee level. On a case by case basis, the SMPTE may make liaison contributions related to work in progress in order to keep the ITU-R fully apprised of the SMPTE work.

4.1.2. The ITU-R may accept, in whole or in part, the text of Draft SMPTE Deliverables as all or part of the text of a draft or final ITU-R Recommendation, with or without modification to the SMPTE Document. The acceptance of such texts shall be subject to the reservation that if the SMPTE Document undergoes major modifications by SMPTE, or if it is withdrawn as a result of public comments, or fails a vote or SMPTE Membership ballot, SMPTE shall immediately notify the ITU and the Parties shall discuss the consequences. If, following such discussions, the ITU-R still decides to accept texts from the modified or withdrawn Draft SMPTE Deliverable, it shall not acknowledge SMPTE as the source.

##### **4.2. SMPTE Deliverables**

The ITU may accept, in whole or in part, the text of adopted and published SMPTE Deliverables as all or part of the text of a draft or final ITU-R Recommendation, with or without modification to the SMPTE text. If the ITU-R changes the substance of any SMPTE Deliverable or otherwise substantially modifies its form or text, the ITU-R shall not acknowledge SMPTE as the source.

#### 4.3. ITU-R Recommendations

The SMPTE may accept, in whole or in part, the text of a final ITU-R Recommendation as all or part of the text of a draft or approved SMPTE Document, with or without modification to the ITU-R text. If the SMPTE changes the substance of any ITU-R Recommendation, or otherwise substantially modifies its form or text, the SMPTE shall not acknowledge ITU-R as the source.

### 5. Copyrights and Other Intellectual Property Arrangements

- 5.1. When a Party hereto accepts texts from the other Party, as described in Section 4 above, the accepting Party shall so notify the other Party, which shall grant, in its capacity as the originating Party, a non-exclusive royalty-free copyright licence on the accepted texts to the accepting Party for sale, reproduction or translation by the latter, but the originating Party shall fully retain the copyright on its texts. In the case of a grant to the ITU, such a licence shall be granted in the six official languages of the ITU.
- 5.2. Any documents or publications covered by such licences shall acknowledge the copyright of the originating Party, and shall identify with an appropriate degree of prominence those parts of the document or publication to which such copyright applies, under a format to be mutually agreed by the Parties.
- 5.3. Where the original text of one Party is modified by the other for its own publication, the published document shall contain an indication of which parts of the original text have been so modified. No licence shall be required if (i) the substance of the original text is altered, (ii) the form or text is otherwise substantially modified or (iii) the text comes from a modified or withdrawn Draft SMPTE Deliverable.
- 5.4. The Parties shall keep each other informed about their current policy with respect to intellectual property rights, which may be contained in the documents defined in Section 1. The originating Party shall inform the accepting Party if intellectual property rights of another entity have been asserted for any of the documents or texts provided under Section 4 above. The recipient of the deliverables provided by the other Party shall undertake to respect the conditions stated in the intellectual property policy that has been adopted by the originating Party, which shall be binding as to the text or document exchanged.

### 6. Electronic Document Exchange

- 6.1. The Parties will provide to each other the documents covered by this Agreement via the Internet. Accordingly, if a document to be referenced is available on the Web, it is sufficient to provide its hyperlink. If the document is not available in this manner, a full copy of the document must be provided in electronic format and, where possible, with no reformatting necessary.
- 6.2. For purposes of making SMPTE Documents available, the ITU-R Secretariat will establish an FTP area to enable free downloads of SMPTE Documents licensed to the ITU. The ITU will allow access to the FTP area only through the TIES account of Study Group 6 Participants. ITU will include a disclaimer regarding the unauthorized use or misuse of these documents. The objective is to have referenced documents available at no cost so that the Study Group 6 Participants may proceed with their evaluation of SMPTE Documents.
- 6.3. The ITU will include hyperlinks to SMPTE Documents on its Web Site.

6.4. Future modifications to the electronic links to facilitate such document exchange shall be agreed upon by the Secretariats of the ITU-R and the SMPTE.

## **7. Working Arrangements**

- 7.1. An ITU representative will act as liaison between SMPTE's Technology Committees and the ITU-R. The SMPTE agrees to provide ITU's representative with copies of all correspondence from all SMPTE Technology Committees through e-mail reflectors, and with access to all work in progress of Technology Committees, including all Committee ballots, through an SMPTE FTP area. The ITU representative is authorized to distribute the above documents through the ITU FTP area referred to in Section 6.2 above.
- 7.2. Subject to its rules for participation, the SMPTE will invite members of ITU-R Study Group 6, including Working Parties and Rapporteur's Groups to participate directly and without charge in the work of relevant SMPTE Technology Committees and their subgroups.
- 7.3. The SMPTE representation at ITU-R meetings will depend on its status as a Sector Member or Associate Member of the ITU-R. However, in accordance with Article 20, provision 248A of the ITU Convention, the Director of the ITU's Radiocommunication Bureau in consultation with the Chairman of Study Group 6, may invite the SMPTE to participate pending its accession to ITU-R membership.
- 7.4. To ensure the continued quality of ITU-R Recommendations, the ITU-R will evaluate the SMPTE document being proposed for reference in an ITU-R Recommendation in the context of SMPTE Administrative Practices. This evaluation will include the process by which the SMPTE output document is published and regularly maintained (i.e. reaffirmed, revised, withdrawn, etc.) and the document change control process (e.g. a clear, unambiguous document numbering scheme where updated versions of a given document are distinguishable from the earlier versions).
- 7.5. Cooperation between the Parties will be a matter for the relevant ITU-R Study Group and the SMPTE Technical Committee concerned, or for the competent body within their respective structures. Therefore, further informal arrangements for the implementation of this Agreement shall be developed, as necessary, by representatives of the Parties as provided in Section 11.2 below.

## **8. Term**

This Agreement shall be effective from the date of the last signature below and shall expire five (5) years from the date of the last signature below. The Term of this Agreement shall automatically be renewed for successive five-year terms, unless terminated by one of the Parties in accordance with the terms set forth in Section 9.1 below.

## **9. Termination and Post Termination Right**

- 9.1. Either Party may terminate this Agreement at any time prior to its expiration upon sending written notice to the other Party one hundred and eighty (180) days prior to the effective date of termination.
- 9.2. After the expiration or termination of this Agreement, the Parties shall immediately cease using their respective documents and shall not sell, distribute or otherwise deal in their respective copyrighted documents except as hereinafter provided.

Any dispute between the Parties arising out of or in connection with this Agreement shall be settled directly and amicably by them through mutual negotiations. If necessary, a committee composed of equal numbers of representatives from the Secretariats of both Parties shall consider the matter. If no amicable and joint settlement of the dispute is possible, the dispute shall be settled by a sole arbitrator to be nominated at the request of either of the Parties by the Court of Arbitration of the International Chamber of Commerce of Paris. The place of arbitration shall be Geneva. The language of arbitration shall be English. The arbitration shall be carried out in accordance with the Rules of Conciliation and Arbitration of the International Chamber of Commerce, as at present in force. Besides, and only supplementary to, the provisions of the Agreement, the applicable law shall be Swiss substantive law, with the exception of the provisions of Article 190 of the Swiss federal law on private international law of 18 December 1987. The arbitrator's ruling shall be binding and final upon the Parties hereto.

#### **11. Integration, Modification and Interpretation**

- 11.1. This Agreement constitutes the entire agreement and understanding between the Parties hereto and terminates and supersedes any prior agreement or understanding, written or oral, relating to the subject matter hereof. There are no representations, promises, agreements, warranties, covenants or undertakings other than those expressly contained in this Agreement.
- 11.2. None of the provisions of this Agreement can be waived or modified except in a written document signed by the Parties. Amendments to this Agreement may be mutually agreed to, in writing, by the authorized representatives of both Parties, as necessary and appropriate. Such amendments shall be attached to the Agreement of which they shall form an integral part.
- 11.3. The headings of any Section are for convenience only and shall not be used to construe or affect the meaning or interpretation of this Agreement.

#### **12. Privileges, Immunities and Facilities of the ITU**

Nothing in this Agreement shall constitute a waiver of the privileges, immunities and facilities, which the ITU enjoys by virtue of international agreements and national laws applicable to it.

IN WITNESS WHEREOF, the ITU and the SMPTE, have caused this Agreement to be executed in two (2) duplicate originals by their duly authorized representatives as of the date written beneath their respective signatures.

INTERNATIONAL TELECOMMUNICATION UNION

By: R. W. Jones

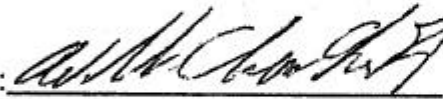
Name: ROBERT W. JONES

Title: DIRECTOR - RADIO COMMUNICATION BUREAU

Date: 12 April 2001

Place: Geneva, Switzerland

SOCIETY OF MOTION PICTURE AND TELEVISION ENGINEERS

By: 

Name: WILLIAM C. MILLIE

Title: ENGINEERING VICE-PRESIDENT

Date: 21 MARCH 2001

Place: MUNICH, GERMANY