

# Memorandum of Understanding between ETSI and ITU

## THE SIGNATORIES

The International Telecommunication Union ("ITU") is the United Nations specialized agency for information and communication technologies – ICTs. It allocates global radio spectrum and satellite orbits, develops the technical standards that ensure networks and technologies seamlessly interconnect, and strives to improve access to ICTs to underserved communities worldwide. ITU is committed to connecting all the world's people – wherever they live and whatever their means. Through its work, ITU protects and supports everyone's fundamental right to communicate. ITU is unique among UN agencies in having both public and private sector membership. In addition to the 193 Member States, ITU membership includes ICT regulators, leading academic institutions and some 700 private companies.

The European Telecommunications Standards Institute ("ETSI") is an industry-led standards development organization with a membership of over 700 manufacturers, network operators, service providers, research bodies, regulatory bodies and academia from over 60 countries. ETSI undertakes pre-standardization and standardization activities in areas common to telecommunications, information technology, sound and television broadcasting. ETSI aims to produce globally applicable standards and is the recognized European Standardization Organization for telecommunications.

(hereinafter individually referred to as "Party" or jointly as "Parties")

## 1. Preamble

### The Parties, recognising:

- the complementary role of ITU as a recognized international standardization body and ETSI as the recognized European Standardization Organization for telecommunications and the need for mutual cooperation between ITU and ETSI according to their respective missions in technical standardisation activities related to information and communication technology (ICT);
- that an important goal of this MoU is to facilitate the adoption, if possible, of ITU global ICT/telecommunication standards (known as Recommendations of ITU-T or ITU-R) and related ETSI deliverables;
- that for the application of this Memorandum of Understanding (MoU) and its terms the Party **ITU** shall represent its three sectors, the ITU Radiocommunication Sector (ITU-R), the ITU Telecommunication Standardization Sector (ITU-T) and the ITU Telecommunication Development Sector (ITU-D);
- that ETSI has been granted Sector Member status in ITU-T, ITU-R, and ITU-D thus becoming eligible to participate in the three Sectors' meetings, to make technical contributions to their work, and to assist in developing Recommendations and Reports;
- the involvement of both Parties in common areas as well as in distinct areas of technical standardisation activities;

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- the need to engage and involve all concerned stakeholders in the development of international ICT standards, including regional and national standards development organisations, designated operators, governmental authorities, relevant industry players and consumers;
- that ITU has adopted the “Common Patent Policy for ITU-T/ITU-R/ISO/IEC” and that the ETSI IPR Policy is published as Annex 6 to the ETSI Rules of Procedure” (“the IPR policy(ies)”);
- the Parties’ interest in adopting a complementary approach to the standardisation process in the domains of mutual interest, in order to avoid unnecessary duplication of technical work and standards;

**have agreed** to strengthen information exchange and cooperation on technical standardisation activities through this Memorandum of Understanding and its Annexes (hereinafter collectively referred to as the “MoU”) as follows:

## 2. Specific objectives and activities

- 2.1 Given their complementary role, ITU and ETSI will co-operate by following an iterative process whereby input documents are developed for submission by ETSI to ITU study groups and other groups, and revised documents are prepared for resubmission taking account of comments and proposals made in the ITU meetings.
- 2.2 ETSI and the ITU may exchange from time to time, as they may agree, information on programmes of work in the areas of mutual interest listed in Annex 1. Annex 1 may from time to time be amended by the duly authorized representatives of the Parties to the present MoU.
- 2.3 ETSI and the ITU may exchange, as appropriate, information on promotional activities (e.g. conferences, workshops, etc.) in areas of mutual interest via the identified contacts in Annex 2.

## 3. Participation in meetings

ITU may send representatives to ETSI Technical Body meetings and the ETSI IPR group when the agenda contains items of mutual interest. ITU representatives will have the right to participate fully in the discussions including submission of contributions on relevant work items but shall have no voting rights. In addition, ITU representatives will also be invited to participate in other meetings such as ETSI’s General Assembly but shall have no voting rights in those meetings.

## 4. Working Methods

- 4.1 The Party adopting a Recommendation/Deliverable (hereinafter “Material”) by incorporating the Material into a document shall be referred to herein as the Adopting Party. The Party originating the Material incorporated by the Adopting Party shall be referred to herein as the Originating Party.
- 4.2 The Adopting Party may reference, in whole or in part, the text of adopted Material of the Originating Party as all or part of the text of draft or adopted Material of the Adopting Party with or without modification of the Material of the Originating Party. In some cases, the Adopting Party may include (with or without identified modification) text from the Originating Party. In such cases, when the Adopting Material is known to come from the Originating Party, the Adopting Party shall identify the source of the adopted Material in order to facilitate maintenance. However, preference should be given to referencing.

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- 4.3 In view of the objectives defined in Section 2 above, the Parties agree that the technical groups of ETSI and ITU should develop a process to harmonize text.
- 4.4 It is recognised that **ETSI** and **ITU** may come to different conclusions and reserve the right to publish different texts, as appropriate.

## 5. Copyright and IPR Policies

- 5.1 When one of the Parties reproduces texts or adopts texts originated by the other Party, the Originating Party shall grant a non-exclusive royalty-free copyright licences on the accepted texts for reproduction by the Adopting Party, but shall retain full copyright on its texts. This MoU shall serve as the terms and conditions of the license for all such accepted texts. Documents published under this license shall acknowledge the copyright of the Originating Party.
- 5.2 Each Party shall promptly notify the other of any changes to its IPR policy.

## 6. Administration of the Memorandum of Understanding

- 6.1 This MoU may only be modified by written agreement of the Parties. Neither Party may assign this MoU or any of its rights, obligations or duties hereunder, without the prior written consent of the other Party.
- 6.2 This MoU shall last for three (3) years and may be renewed by mutual consent. In the event that new Rules of Procedure are adopted in either Party, or when particular procedures are adopted at world-wide level by a Party, the other Party may suggest an amendment to this MoU that addresses any concerns raised by such change. If such amendment is not acceptable, then the Party that proposed the amendment may terminate this MoU on thirty (30) day's written notice to the other. This MoU may also be amended upon mutual written consent of both parties in the light of experience and technical developments.
- 6.3 Notwithstanding the foregoing, this MoU may be terminated by either Party upon ninety (90) day's written notice to the other.
- 6.4 Upon expiration or termination of this Agreement, the Parties shall have the post termination right to distribute Material that was communicated prior to the termination of this Agreement. The provisions of this MoU related to ownership of rights shall survive any termination or expiration of this MoU.
- 6.5 Any difficulties/disputes in connection with this MoU shall be discussed jointly between the two Parties. Matters which cannot be resolved at working level shall be subject to discussion between the two organizations at the level of the Director-General of **ETSI** and the Secretary General of **ITU**.
- 6.6 Any dispute arising in connection with the present MoU, which cannot be solved amicably (see 6.5 above), shall be finally settled by one arbitrator of the Court of Arbitration of the International Chamber of Commerce. 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 Arbitration of the International Chamber of Commerce as at present in force. The arbitrator's ruling shall be binding and final upon the Parties hereto.
- 6.7 Nothing in these Arrangements shall be interpreted as a waiver of any privileges or immunities accorded to ITU by virtue of international agreements and national laws applicable to it.

- 6.8 The Parties mutually agree that with the signature of this MoU the "Agreement for Mutual Cooperation and Exchange of Documentation between the ITU (ITU-R) and ETSI" dated 17<sup>th</sup> June 2002 and the "Memorandum of Understanding between the ITU (ITU-T) and ETSI" dated 14<sup>th</sup> June 2000 will terminate.

Dated: 3rd July 2012



**Luis Jorge Romero Saro**  
*Director-General*

**European Telecommunications  
Standards Institute**

Dated: 3/7-2012



**Dr. Hamadoun I. Touré**  
*Secretary-General*

**International Telecommunication  
Union**