



Memorandum of Understanding

between

The European Telecommunications Standards
Institute (ETSI)

and

The International Telecommunication Union (ITU)

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"), a non-profit organisation under the Act of 1901, registered under N° 7803/88 and having its office located at 650, Route des Lucioles, 06921 Sophia Antipolis Cedex, France, provides members with an open and inclusive environment to support the timely development, ratification and testing of globally applicable standards for ICT-enabled systems, applications and services across all sectors of industry and society. ETSI is a not-for-profit body with more than 800 member organizations worldwide, drawn from more than 60 countries and five continents. Members comprise a diversified pool of large and small private companies, research entities, academia, government and public organizations. ETSI is one of only three bodies officially recognized by the EU as a European Standards Organization (ESO).

(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;
- the involvement of both Parties in common areas as well as in distinct areas of technical standardisation activities;
- 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 developed for submission by ETSI to ITU groups will be reviewed by ETSI and resubmitted to ITU so as to take account of comments and proposals made in the ITU meetings.
- 2.2 **ETSI** and **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 **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 ETSI and ITU may send representatives to meetings of the other party's IPR groups when the agenda contains items of mutual interest. ITU and ETSI 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.

As Sector Member in ITU-R, ITU-T, and ITU-D, ETSI is eligible to participate in various ITU activities. These include participation in the three Sectors' meetings, to make technical contributions to their work, and to assist in developing Recommendations, Reports and other deliverables. In addition, ETSI representatives may also be invited to participate in other meetings in accordance with ITU rules and procedures.

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 Preference should be given to referencing. 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.
- 4.3 In view of the objectives defined in Section 2 above, the Parties agree that the technical groups of ETSI and ITU should harmonize text as far as practicable and continue to develop their processes for co-operative work.

- 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 licence 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 licence for all such accepted texts. Documents published under this licence 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 this 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 five (5) years and shall be renewed every five (5) by tacit agreement. 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 party. 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 this Agreement 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.

Dated: Jun 22, 2022



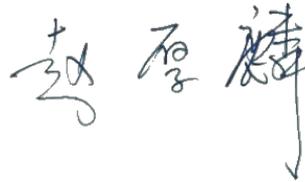
Luis Jorge Romero Saro
Director-General

**European Telecommunications
Standards Institute**

650, Route des Lucioles
F-06921 Sophia Antipolis Cedex
FRANCE

<http://www.etsi.org>

Dated: Jun 22, 2022



Houlin Zhao
Secretary-General

**International Telecommunication
Union**

Place des Nations
CH-1211 Genève 20
Suisse

<http://www.itu.int>

Annex 1

Mapping of activities between ETSI and ITU-T and ITU-R

This mapping reflects ongoing and/or potential collaboration between identified ETSI Technical Bodies/Industry Specification Groups and ITU-T and ITU-R technical bodies. Two separate tables have been compiled for ITU-T and ITU-R.

The mapping is updated on an annual basis in coordination between the ETSI Secretariat in consultation with the ETSI Operational Co-ordination Group (OCG), and the ITU secretariat, and it published on the ETSI Portal

Annex 2

Practical contacts

The practical contacts for the application of this MoU and for the purpose of exchanging, as appropriate, information on promotional activities (e.g. conferences, workshops, etc.) in areas of mutual interest are identified.

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Final Audit Report

2022-06-22

Created:	2022-06-08
By:	ETSI External Relations (partnerships@etsi.org)
Status:	Signed
Transaction ID:	CBJCHBCAABAAM0INiGLyZUntqEYg1graUqqXkiWZqm5k

"Memorandum of Understanding between ETSI and ITU" History

-  Document created by ETSI External Relations (partnerships@etsi.org)
2022-06-08 - 12:31:27 GMT - IP address: 90.116.89.12
-  Document emailed to sgo@itu.int for signature
2022-06-08 - 12:32:52 GMT
-  Email viewed by sgo@itu.int
2022-06-08 - 13:07:25 GMT - IP address: 105.179.8.193
-  Email viewed by sgo@itu.int
2022-06-22 - 14:17:24 GMT - IP address: 156.106.202.73
-  Document e-signed by Houlin Zhao (sgo@itu.int)
Signature Date: 2022-06-22 - 14:28:48 GMT - Time Source: server- IP address: 156.106.202.73
-  Document emailed to Luis Jorge Romero Saro (luis.romero@etsi.org) for signature
2022-06-22 - 14:28:50 GMT
-  Email viewed by Luis Jorge Romero Saro (luis.romero@etsi.org)
2022-06-22 - 14:42:40 GMT - IP address: 80.254.69.69
-  Document e-signed by Luis Jorge Romero Saro (luis.romero@etsi.org)
Signature Date: 2022-06-22 - 14:42:53 GMT - Time Source: server- IP address: 80.254.69.69
-  Agreement completed.
2022-06-22 - 14:42:53 GMT

