



**MEMORANDUM OF UNDERSTANDING**

**between**

**THE INTERNATIONAL TELECOMMUNICATION UNION**

**and**

**THE GEORGIA TECH APPLIED RESEARCH CORPORATION (the "GTARC")**

**TO ESTABLISH A HIGH-LEVEL FRAMEWORK OF COOPERATION for the purpose of monitoring global activities with the respect to the capabilities of the Internet of things (IoT) technologies.**

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**THIS MEMORANDUM OF UNDERSTANDING (this “MOU”) is entered into by and between:**

**THE INTERNATIONAL TELECOMMUNICATION UNION (“ITU”)**, an intergovernmental organization and the specialized agency of the United Nations for information and communication technologies (ICTs), having its seat at Place des Nations, CH-1211 Geneva 20, Switzerland; and

**THE GEORGIA TECH APPLIED RESEARCH CORPORATION (“GTARC”)**, a nonprofit, supporting organization of the Georgia Tech Research Institute (“GTRI”) and having principal offices at the Georgia Institute of Technology (“GIT”), organized and existing under the laws of the State of Georgia and having its principal offices at 505 Tenth Street, Atlanta, Georgia 30332, USA.

For the purpose of this MOU, ITU and GTARC are hereinafter referred to collectively as the “Signatories” and each as a “Signatory.”

**WHEREAS**, the Signatories recognize the growing importance to the global economy and society as a whole of the “Internet of Things” (IoT), which is defined as “a global infrastructure for the information society, enabling advanced services by interconnecting (physical and virtual) things based on, existing and evolving, interoperable information and communication technologies”.

**WHEREAS**, a new Study Group has been established within ITU-T to address the standardization requirements of Internet of Things (IoT) technologies, with an initial focus on IoT applications in smart cities. The new group is titled “ITU-T Study Group 20: IoT and its applications, including smart cities and communities” and it is responsible for international standards to enable the coordinated development of IoT technologies, including machine-to-machine communications and ubiquitous sensor networks. The group is tasked to develop standards that leverage IoT technologies to address urban-development challenges.

**WHEREAS**, the Center for the Development and Application of Internet of Things Technologies (“CDAIT”) is a research unit of the Information and Communication Laboratory (ICL) within the Information and Cyber Sciences Directorate (ICSD) at GTRI, located in Atlanta, Georgia, USA whose purpose is to foster the development of interdisciplinary Internet of Things (“IoT”) research and education that bridges sponsors with GTRI and GIT researchers and faculty as well as industry members who share similar interests, and to be instrumental in driving the global awareness of the capabilities and potential of the IoT technologies.

**WHEREAS**, the Signatories agree that, in addition to and closely related to standards, one of the major challenges for mainstream IoT adoption is the effective management of the associated applications through which value is clearly identified and captured.

**WHEREAS**, ITU and GTARC now desire to express their mutual intent to cooperate for the purpose of

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monitoring global activities with respect to the capabilities of IoT technologies.

**WHEREAS**, the Signatories now desire to enter into this MOU for the purpose of establishing a high-level, non-binding framework applicable to the cooperation between the Signatories which is described herein.

**NOW, THEREFORE**, the Signatories intend to cooperate with each other as follows:

## **ARTICLE 1**

### **PURPOSE OF THIS MOU; IMPLEMENTATION OF THE COOPERATION**

- 1.1 The purpose of this MOU is to establish a high-level, non-exclusive framework for the cooperation which the Signatories mutually intend to undertake in the commonly agreed areas that are more fully described under Article 2 (collectively, the “Cooperation”).
- 1.2 The relevant terms and conditions concerning the Cooperation (including, without limitation, those relating to financial, legal and operational matters, as well as to the respective rights, roles and responsibilities of the Signatories, if any) will be set forth in one or more legally binding written agreements, project documents and/or other instruments which will be separately negotiated, agreed to and signed by both of the Signatories following the execution of this MOU.

## **ARTICLE 2**

### **AREAS OF MUTUAL COOPERATION**

Subject to the other provisions of this MOU, the Signatories hereby express their mutual intent to cooperate with one another in the following areas:

- 2.1 The Signatories intend to establish a Steering Committee composed of two representatives from each Signatory that will supervise the overall implementation of the Cooperation.
  - 2.2 The Signatories intend to encourage standards groups and trade associations focused on a specific industry (“vertical market”) or a group of industries (“horizontal market”), open source communities, de facto standard representatives, and other public and private organizations interested in IoT technologies to participate in IoT relevant debates and discussions with the goal to promote interoperability in the IoT arena across industry and geographic markets.
  - 2.3 The Signatories intend to examine the possibility of jointly organizing topic-relevant events in the future, such as but not limited to workshops, conferences and webinars, for the purpose of enriching the debate regarding standards-development activities in the technical areas pertinent to IoT. In this regard, the Signatories acknowledge and are hopeful that the outcomes of such discussions may be of particular relevance to the standardization activities of certain ITU-T Study Groups, such as ITU-T Study Group 20 “IoT and its applications including smart cities and communities (SC&C)” as well as the research and education activities of CDAIT. Such
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leadership discussions will also focus on enhancing the efficacy of Collaboration between the Signatories..

- 2.4 The Signatories intend to raise awareness regarding both IoT standardization activities and outcomes reached in the context of ITU-T Study Groups and CDAIT's activities.
- 2.5 The Signatories intend to promote the collaboration through outreach to both Signatories' constituencies and through press releases. The Signatories agree not to use the name, abbreviation or emblem of the other Signatory, its affiliates, employees or staff in sales, promotion work, advertising, or marketing or in any other forms of publicity, for this MOU or any other events or activities, without the prior written approval of the other Signatory.

### ARTICLE 3

#### NATURE OF THIS MOU; FINANCIAL ARRANGEMENTS

- 3.1 This MOU is not intended as, and will not be deemed or construed as, a binding agreement between the Signatories. Nothing contained in this MOU will give rise to any form of fiduciary or legal obligations or responsibilities by either Signatory.
- 3.2 This MOU does not constitute, and will not be deemed or construed as, any obligation or commitment of any type, weather express or implied, by either Signatory in respect of the provision of funds or financing; and any activities that may be conducted hereunder will be subject to and contingent upon the availability of sufficient staff, funds and other resources.
- 3.3 The relationship between ITU and GTARC under this MOU is that of Independent Contractors. Nothing in this MOU shall be deemed or implied to create a relationship of employer and employee, principal and agent, or a joint venture or partnership of any kind between the Signatories.
- 3.4 Neither Signatory shall have the right to contract on behalf of or bind the other Signatory or make any commitment, representation or warranty for or on behalf of the other Signatory.
- 3.5 This MOU does not restrict either Signatory from collaborating with any other third parties in the area specified in this MOU.
- 3.6 Both Signatories agree and understand that GTARC may assign some or all of its responsibilities under this MOU to the Georgia Institute of Technology (GIT).
- 3.7 The Parties understand and agree that that any and all information GIT, GTRI or GTARC provides or exchanges shall be in compliance with all applicable United States export control laws (such as Export Administration Regulations and International Traffic in Arms Regulations ("EAR/ITAR")) including "deemed exports."

"Deemed Export" shall mean any release of technology to a foreign national within the United States. Technology shall be deemed released for export hereunder when it is available to foreign nationals for visual inspection, when technology is exchanged orally or when technology is made available by

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practice or application under the guidance of persons with knowledge of the technology. This Section shall survive any expiration or termination of this Agreement

#### ARTICLE 4

##### EFFECTIVENESS; AMENDMENT AND TERMINATION

- 4.1 This MOU will become effective on the date of its signature by both of the Signatories, and its provisions will remain applicable until this MOU is terminated in accordance with its terms.
- 4.2 This MOU may only be modified or supplemented pursuant to a written amendment mutually agreed to and signed by both of the Signatories. Any such amendment will be annexed to this MOU and will form an integral part hereof.
- 4.3 This MOU may be terminated by either Signatory by providing written notice thereof to the other Signatory at least thirty (30) days prior to the effective date of such termination.

#### ARTICLE 5

##### CHANNEL OF COMMUNICATIONS AND NOTICES

- 5.1 For purposes of facilitating the implementation of the agreements and other arrangements which may be established by the Signatories under the framework of this MOU, the channel of communication for the Signatories will be as follows:

For ITU:

International Telecommunication Union  
Place des Nations  
Ch-1211 Geneva  
Switzerland  
Attention: Dr Bilel Jamoussi  
Telephone: +41227306311  
E-mail: [bilel.jamoussi@itu.int](mailto:bilel.jamoussi@itu.int)

For GTRAC:

Technical:  
Center for the Development and Application  
of Internet-of-Things Technologies (CDAIT)  
75 5<sup>th</sup> Street, NW, Suite 900  
Atlanta, Georgia 30308  
Attention: Alain Louchez, Managing Director  
Telephone: +14044078280  
E-mail: [alain.louchez@gtri.gatech.edu](mailto:alain.louchez@gtri.gatech.edu)  
WEBSITE: [www.cdait.gatech.edu](http://www.cdait.gatech.edu)

Contractual:  
The Georgia Tech Applied Research Corporation  
505 10<sup>th</sup> Street, NW  
Atlanta, GA 30332-0418  
United States  
Attention: Anita L. McKinney  
Telephone: +14043858102  
E-mail: [anita.mckinney@osp.gatech.edu](mailto:anita.mckinney@osp.gatech.edu)

- 5.2 Each Signatory may, by written notice to the other Signatory, designate additional or substitute
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representatives of such Signatories.



**ARTICLE 6  
SETTLEMENT OF DISPUTES**

Any dispute between the Signatories arising from this MOU will be resolved by amicable direct negotiations between the Signatories, or by any other means to which the Signatories mutually agree to in writing.

**ARTICLE 7  
PRIVILEGES AND IMMUNITIES**

Nothing contained in or relating to this MOU will constitute or be deemed or construed a waiver, whether express or implied, of any of the privileges, immunities or facilities which ITU or any of its officials enjoys by virtue of the international agreements and national laws applicable to ITU. Nothing contained in or relating to this MOU will constitute or be deemed or construed a waiver, whether express or implied of any of the privileges, immunities or facilities which GTARC, GTRI or GIT or any of their officials, and employees enjoy by virtue of the national, state and local agreements and national and state laws applicable to GTARC, GTRI and GIT.

IN WITNESS WHEREOF, the Signatories have caused their duly authorized representatives to sign this MOU in two (2) originals in the English language, as of the date(s) set forth below.

<p><b>For the International Telecommunication Union</b></p>  <p>.....</p> <p>Dr Chaesub Lee Director of the Telecommunication Standardization Bureau</p> <p>Place: <u>Geneva, Switzerland</u></p> <p>Date: <u>20.10.2015</u></p>	<p><b>For the Georgia Tech Applied Research Corporation</b></p>  <p>.....</p> <p>G. DUANE HUTCHISON Place: ASSISTANT SECRETARY</p> <p><b>Anita McKinney</b> Assist. Secretary</p> <p>Date: <u>10.16.2015</u></p>
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