



MEF

MEMORANDUM OF UNDERSTANDING

between

THE INTERNATIONAL TELECOMMUNICATION UNION

and

MEF

TO ESTABLISH A HIGH-LEVEL FRAMEWORK OF COOPERATION for the purpose of driving standards-development work to enable Carrier Ethernet and the next generation of agile, assured and orchestrated connectivity services, and to enhance related knowledge infrastructure capabilities globally with a special focus on developing countries.

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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 **MEF Forum (“MEF”),** having its seat at 6033 W. Century Boulevard, Suite 1107, Los Angeles, CA 90045 USA.

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

WHEREAS, the Telecommunication Standardization Sector (ITU-T) assemble experts from around the world to develop international standards known as ITU-T Recommendations which act as defining elements in the global infrastructure of information and communication technologies (ICTs).

WHEREAS, the mission of MEF is to enable the development and worldwide adoption of agile, assured and orchestrated network services and in support of this mission, MEF develops technical and operational specifications, API’s, best practices papers, certification and marketing programs.

WHEREAS, ITU and MEF now desire to express their mutual intent to cooperate for the purpose of driving standards-development and related program work to enable Carrier Ethernet and the next generation of agile, assured and orchestrated connectivity services, and to enhance related knowledge infrastructure capabilities globally with a special focus on developing countries.

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 COLLABORATION

- 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 collaboration.
- 2.2 The Signatories intend to develop common goals and objectives regarding the development and deployment of Carrier Ethernet and future agile, assured and orchestrated services with emphasis on the following elements:- Trust/Assurance; Conformance testing; “5G” non-radio; LSO (Lifecycle Service Orchestration); SDN, NFV and Open Source implementation.
- 2.3 The Signatories intend to formulate proposals for establishing a new Focus Group or other suitable ITU-T vehicles to conduct the aforementioned work.
- 2.4 The Signatories intend to organize leadership discussions in the form of annual workshops to enrich the standards-development work on Carrier Ethernet and the next generation of agile, assured and orchestrated connectivity services, and intend to enhance contributions to the ongoing work of the relevant ITU-T Study Groups, e.g., Study Group 13, Study Group 15 and Study Group 11. Such leadership discussions will also focus on maximizing the MEF work that can be referenced by ITU-T documents.
- 2.5 The Signatories intend to investigate possible joint conformance and interoperability testing activities/events and establish a collaborative recognition procedure of Testing Laboratories which may populate the ITU Product Conformance Database.
- 2.6 The Signatories intend to promote the educational programme MEF-CECP (a globally recognized, vendor neutral certification programme, designed to ensure that organizations have a common baseline of technical Carrier Ethernet skills across many organizational functions) in developing countries. Future similar professional certification programmes will also be considered for promotion.
- 2.7 The Signatories intend to promote the collaboration through outreach to both Signatories’ membership basis and through press releases.

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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.

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: +4122730 6311
E-mail: bilel.jamoussi@itu.int

For MEF:

MEF
6033 W. Century Boulevard, Suite 1107
Los Angeles, CA 90045
USA
Attention: Mr Kevin Vachon
Telephone: +1 310 642 2800
E-mail: kevin@mef.net

5.2 Each Signatory may, by written notice to the other Signatory, designate additional or substitute 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 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.

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>For the International Telecommunication Union</p>  <p>.....</p> <p>Dr Chaesub Lee Director, Telecommunication Standardization Bureau</p> <p>Place: <u>Budapest Hungary</u></p> <p>Date: <u>17. October 2015</u></p>	<p>For MEF</p>  <p>.....</p> <p>Mr Nan Chen President, MEF</p> <p>Place: <u>Budapest</u></p> <p>Date: <u>Oct 11, 2015</u></p>
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