



Agreement for Mutual Cooperation and Exchange of Documentation

between
the International Telecommunication Union (ITU)
and
the European Telecommunications Standards Institute (ETSI)

AGREEMENT made this 17th day of JUNE, 2002, 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 EUROPEAN TELECOMMUNICATIONS STANDARDS INSTITUTE, a not for profit association having its headquarters at 650 Route des Lucioles, F-06921 Sophia Antipolis Cedex, Valbonne, France (hereinafter referred to as "ETSI")

(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, ETSI undertakes pre-standardization and standardization activities in areas common to telecommunications, information technology, sound and television broadcasting, and is responsible for standardization in the whole field of telecommunications, including radio, broadcasting and private telecommunications;

WHEREAS, Resolution ITU-R 9-1 authorizes ITU-R Study Groups to refer to standards formulated by other recognized standard setting bodies;

WHEREAS ETSI is a regional organization that is recognized by the European Commission and the European Free Trade Association as one of the three official standards-making bodies in Europe, and produces Deliverables defined as European standards (ETSI EN), ETSI Standards (ETSI ES), Technical Specifications (ETSI TS), Technical Reports (ETSI TR), Guides (ETSI EG) and Special Reports (ETSI SR);

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

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WHEREAS, ETSI has been already granted Sector Member status in the ITU-R, and thus became 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 ETSI 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

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

- 1.1. "Study Group Participants" means Participants in the work of ITU-R Study Groups, 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. "ETSI Document" means any ETSI Deliverable or Draft ETSI Deliverable.
- 1.6. "ETSI Deliverable" means an ETSI document in current nomenclature SR, TR, TS, EG, ES or EN (telecommunications series); or, in previous nomenclature, ETS, I-ETS or ETR, TBR adopted in accordance with ETSI Directives.
- 1.7. "Draft ETSI Deliverable" means an ETSI Document, which has been approved at the Technical Body level and is subject to adoption by the ETSI Membership according to the ETSI Directives .
- 1.8. "ETSI Directives" means the ETSI Statutes, ETSI Rules of Procedures and their annexes, and ETSI Technical Working Procedures.

2. Authorization of Use of Documents

- 2.1. ETSI authorizes the ITU to use all ETSI Documents for internal use; 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 Groups Participants to contribute to ITU meetings dealing with matters of common interest.

- 2.2. The ITU authorizes ETSI to use, within its Technical Bodies (including subordinate bodies) , ITU-R Recommendations and ETSI is hereby authorized to reproduce and distribute those, free of charge, as working documents, only for the use of members of these ETSI bodies.

3. Scope of Use

- 3.1. ITU-R Study Groups may include in their documents or refer to current versions of ETSI Documents. Subsequent versions of these ETSI Documents, which have not been approved as Study Groups documents, will be subject to an ITU disclaimer. For such subsequent versions of ETSI Documents, the ITU-R will refer the reader to the ETSI Web Site.
- 3.2. The ITU may distribute copies of ETSI Documents, which are referenced or to be referred to in any ITU-R Report, Recommendation or similar documents, to Study Groups 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, ETSI will grant the ITU-R on a case-by-case basis a licence to reproduce and distribute ETSI Documents, that are either referenced or to be referenced in ITU-R Documents.
- 3.4. Notwithstanding Section 2.2, upon a request by ETSI, the ITU will grant ETSI on a case-by-case basis a licence to reproduce and distribute ITU-R Documents that either reference ETSI Documents or ITU-R Documents that are either referenced or to be referenced by ETSI Documents, singly or in its standards sets provided on any electronic medium.
- 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 ETSI 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 ETSI Deliverables

- 4.1.1. ETSI, in accordance with the ETSI Directives, will define which documents are appropriate to contribute to the ITU-R. The Parties agree that ETSI will contribute no document for consideration by the ITU-R until the document has at least achieved consensus at the Technical Body level. On a case-by-case basis, ETSI may make liaison contributions related to work in progress in order to keep the ITU-R fully apprised of the ETSI work.
- 4.1.2. The ITU-R may accept, in whole or in part, the text of Draft ETSI Deliverables as all or part of the text of a draft or final ITU-R Recommendation, with or without modification to the ETSI Documents . The acceptance of such texts shall be subject to the reservation that if the ETSI Documents undergo major modifications by ETSI or if it is withdrawn as a result of public comments, or fails a vote, the Parties shall discuss the consequences. If, following such discussions, the ITU-R still decides to accept texts from the modified or withdrawn Draft ETSI Deliverables, it shall not acknowledge ETSI as the source.

4.2. ETSI Deliverables

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



4.3. ITU-R Recommendations

ETSI 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 ETSI Documents, with or without modification to the ITU-R text. If the ETSI changes the substance of any ITU-R Recommendation, or otherwise substantially modifies its form or text, ETSI 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 ETSI 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.
- 5.5. 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 text 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. The appropriate electronic means of implementing the above mentioned electronic exchange of documents shall be determined through consultation between the Secretariats of the ITU-R and the ETSI.



7. Working Arrangements

- 7.1. An ITU representative will act as liaison between ETSI's Technical Bodies and the ITU-R. The ITU representative will be entitled to subscribe to the Deliverable Notification system provided by ETSI.
- 7.2. Subject to its Technical Working Procedures, ETSI will accept the participation of members of ITU-R Study Groups, including Working Parties and Rapporteur's Groups, in the work of relevant ETSI Technical Bodies and their subgroups.
- 7.3. As a Sector Member of the ITU-R, ETSI shall continue to participate in ITU-R meetings.
- 7.4. To ensure the continued quality of ITU-R Recommendations, the ITU-R will evaluate the ETSI Document being proposed for reference in an ITU-R Recommendation in the context of ETSI Directives. This evaluation will include the process by which the ETSI Document is published and regularly maintained 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 ETSI Technical Bodies 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 a written notice to the other Party one hundred and eighty (180) days prior to the effective date of termination.
- 9.2. After 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.
- 9.3. Notwithstanding the foregoing, upon expiration or termination of this Agreement, the Parties shall have the post termination right to sell their existing inventory of documents until their stock is depleted. In addition, a Party may request on a case-by-case basis the prior written approval of the other Party to reproduce for distribution a stock that has been depleted. Such approval may not be unreasonably withheld.

10. Arbitration

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. 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 exchange of documentation between ITU-R and ETSI. 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 this 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 ETSI, 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 (ITU)

On behalf of the Secretary-General

By (Signature): R.W. Jones

Name: ROBERT W. JONES

Title: DIRECTOR, RADIOCOMMUNICATION BUREAU

Date: 17 JUNE 2002

Place: GENEVA

EUROPEAN TELECOMMUNICATIONS STANDARDS INSTITUTE (ETSI)

By (Signature): Karl Heinz Rosenbrock

Name: KARL HEINZ ROSENBRÖCK

Title: DIRECTOR-GENERAL

Date: 17 June 2002

Place: Geneva