

MEMORANDUM OF UNDERSTANDING
BETWEEN
THE COMMUNICATIONS REGULATORY AUTHORITY IN
THE STATE OF QATAR
AND
THE INTERNATIONAL TELECOMMUNICATION UNION
ON
ASSISTANCE TO
THE INTERNATIONAL TELECOMMUNICATION UNION
IN PERFORMING MEASUREMENTS RELATED TO
CASES OF HARMFUL INTERFERENCE
TO SPACE SERVICES

The Communication Regulatory Authority of the State of Qatar, which is a public organization with legal personality, established under Emiri Decree No. 42 of 2014, and is the body responsible for regulating and managing all the affairs relating to the use of the radio spectrum, hereinafter referred to as the "CRA".

The International Telecommunication Union (ITU), which is the United Nations specialized agency for information and communication technologies herein after referred to as the "ITU" which coordinates efforts to eliminate harmful interference between radio stations of different countries.

They are hereinafter individually or jointly also referred to as "Party" or "Parties".

Taking into account that the CRA has a space radio monitoring centre in the Markhiyat Al Darb area and that this centre includes fixed and mobile radio monitoring stations and may use monitoring stations to monitor geostationary and non-geostationary satellite systems and networks;

Based on Paragraph 12 of the Constitution of ITU, which undertakes, in particular, that the ITU shall "coordinate efforts to eliminate harmful interference between radio stations of different countries";

Stemming from the objectives of the ITU Radio Regulations (Nos. 0.7 and 0.8) inter alia "to ensure the availability and protection from harmful interference of the frequencies provided for distress and safety purposes" and "to assist in the prevention and resolution of cases of harmful interference between the radio services of different administrations";

Recalling that the Radio Regulations (No. 15.28) stipulate, in particular, that administrations undertake to act immediately when their attention is drawn to harmful interference on frequencies used for distress and safety and frequencies used for the safety and regularity of flight;

Recalling that the Radio Regulations (No. 0.3) are founded on the principle that radio frequencies and any associated orbits, including the geostationary-satellite orbit, are limited natural resources to be used rationally, efficiently and economically;

Recalling that "to help ensure efficient and economical use of the radio-frequency spectrum and to help in the prompt elimination of harmful interference, administrations agree to continue the development of monitoring facilities and, to the extent practicable, to cooperate in the continued development of the international monitoring system" (No. 16.1 of the Radio Regulations);

Recalling that "The international rights and obligations of administrations in respect of their own and other administrations' frequency assignments shall be derived from the recording of those assignments in the Master International Frequency Register... " (No. 8.1 of the Radio Regulations);

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Recalling that the Radiocommunication Bureau "...shall be solely responsible for maintenance of the Master Register..." (No. 13.4 of the Radio Regulations);

Recalling that "Administrations shall, as far as they consider practicable, conduct such monitoring as may be requested of them by other administrations or by the Bureau" (No. 16.5 of the Radio Regulations);

Recalling that the Radio Regulations (No. 17.2) contain provisions relating to the prohibition and prevention of "the unauthorized interception of radiocommunications not intended for general use of the public";

Recalling that the Radio Regulations (No. 17.3) contain provisions relating to the prohibition and prevention of "the divulgence of the contents, simple disclosure of the existence, publication or any other use whatever, without authorization of information of any nature whatever obtained by the interception of the radiocommunications mentioned in No. 17.2"; and

Noting the desire and the ability of concerned administrations to assist ITU, through monitoring stations located within their jurisdiction, in ensuring compliance with the provisions cited above;

The Parties have agreed on the following:

ARTICLE 1

Definitions

For the purposes of this resolution, the following terms shall have the meanings set forth below, unless the context requires otherwise:

- 1 Station: The space radio monitoring station located in Markhiyat Al Darb area, State of Qatar.
- 2 Task Reference Number: A unique task number, to be provided by the station carrying out the task at the request of ITU.

ARTICLE 2

Objectives

The objective of this Memorandum is to establish the framework for the assistance provided to the ITU by the CRA by means of its monitoring station.

ARTICLE 3

Protocols of the Memorandum

This Memorandum includes two protocols, contained in the Annex hereto, which are considered an integral part of this Memorandum:

- a) A protocol dealing with assistance in the resolution of cases of harmful interference leading to a prompt resolution of the interference pursuant to Article 15 and paragraph No. 13.2 of the Radio Regulations, as appropriate. This protocol is contained in Annex 1 to this Memorandum and applies to geostationary and non-geostationary satellite networks and systems.
- b) A protocol dealing with requests by the ITU for the provision of measurements in cases of reported interference resulting out of coordination issues according to paragraph No. 11.41 of the Radio Regulations. This protocol is contained in Annex 1 to this Memorandum and applies to geostationary and non-geostationary satellite networks and systems.

In the event of any conflict or discrepancy between this Memorandum and its Annex, it is the terms and conditions of this Memorandum that shall prevail.

ARTICLE 4

Placing orders of Monitoring Requests

- 1 In cases where the assistance is requested under paragraph Nos. 13.2 or 15.42 of the Radio Regulations, the ITU can place orders via electronic mail to the Station, in line with the tasks described in Article 3, with a copy sent to the CRA.
- 2 The Station will confirm promptly to the ITU via electronic mail the receipt of the order specifying the Tasks Reference Number and the expected commencement and duration of the Task.

ARTICLE 5

Execution of Monitoring Requests

For the execution of monitoring requests, the following rules shall apply regarding priority:

- 1 Requests by the ITU for measurements will be classed as priority 1 or 2 and within each class, priority will be processed in order of receipt;
- 2 Requests pertaining to cases of harmful interference involving distress and safety of life services and frequencies used for the safety and regularity of flights in the aeronautical service, will be classed as priority 1;
- 3 All other requests will be classed as priority 2;
- 4 The Station will prepare a final report and send it to the ITU.

ARTICLE 6

Contact

- 1 Each Party will designate a focal point for coordination of all actions deemed necessary for due implementation of this Memorandum.
- 2 The initial contact with the CRA will be established by the ITU.
- 3 Regarding requests for assistance on cases of harmful interference, once initial contact has been established in accordance with paragraph 2 of this Article, and subject to prior authorization by the CRA who is responsible for the monitoring station facilities, information may be exchanged directly between the Station and the satellite operator whose services are receiving harmful interference.
- 4 Article 14 contains a list of all the relevant contacts.

ARTICLE 7

Right to Refrain

The CRA may, at its discretion, refrain from performing any task requested by ITU under this Memorandum or the Annex hereto, bearing in mind that the implementation of such tasks must comply with the laws and regulations in force in the State of Qatar. In all cases, the CRA may suspend implementation of any task while work is ongoing.

ARTICLE 8

Priority of Internal Tasks

In case of urgency, or in any other cases where CRA might deem it necessary, the CRA's internal tasks will have the priority. In such a case, the CRA will promptly inform the ITU.

ARTICLE 9

Settlement of Disputes

Any dispute arising between the Parties in the interpretation or implementation of this Memorandum and its Annex shall be resolved amicably through consultation and negotiation between the Parties through diplomatic channels.

ARTICLE 10

Financial Costs

Each Party shall bear its own costs and expenses arising from the implementation of this Memorandum.



ARTICLE 11

Privileges, Immunities and Facilities

- 1 ITU enjoys the privileges and immunities enjoyed by specialized agencies under the 1947 Convention on Privileges and Immunities, accession to which was approved under Emiri Decree No. 34 (2014), as it is one such specialized agency and is identified as the International Telecommunication Union in the 1947 Convention, the provisions of which the State of Qatar has undertaken to apply.
- 2 Nothing in or resulting from this Memorandum shall be deemed a waiver, express or implied, of any of the privileges, immunities or facilities of the ITU.

ARTICLE 12

Entire Agreement

This Memorandum, together with its Annex, represents the sole agreement between the Parties with respect to the subject matter hereof and supersedes all prior agreements, communications, negotiations or other arrangements, whether written or oral, between the Parties with respect to the subject matter hereof.

ARTICLE 13

Amendment

The provisions of this Memorandum may be amended by written agreement of the Parties; any such amendments shall be considered an integral part of this Memorandum and shall enter into force in accordance with the procedures set forth under Article 15 hereof.

ARTICLE 14

List of contacts

Communication Regulatory Authority Al Nasr Tower B Al Corniche St Doha, Qatar	Tel: +974 4499 5535 Fax: +974 4499 5515 E-mail: info@cra.gov.qa
ITU Radiocommunication Bureau CH-1211 Geneva 20 Switzerland	E-mail: Space.monitoring@itu.int brmail@itu.int Phone: +41 22 730 5536

ARTICLE 15

Entry into force, duration and termination

1 This Memorandum shall enter into force on the date on which ITU receives through diplomatic channels written notification from the State of Qatar of the completion of internal legal procedures necessary for the entry into force of this Memorandum. This Memorandum shall remain in force for a period of five (5) years, renewable for a further such period or periods, unless one Party notifies the other Party of its desire to terminate this Memorandum by providing at least three (3) months' prior written notice through diplomatic channels.

2 The termination of this Memorandum shall have no bearing on existing, unfinished and ongoing activities being implemented within the framework of this Memorandum until such time as those activities have been completed, unless otherwise agreed in writing by the Parties.

In witness thereof, the undersigned, being duly authorized by the Parties, have signed this Memorandum.

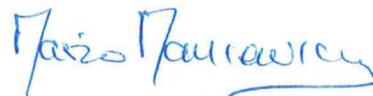
This Memorandum was done and signed in the city of Geneva on 20/02/2015 in two original copies in the Arabic and English languages, all texts being equally authentic.

For the
Communications Regulatory Authority

For the
International Telecommunication Union



Ahmad Abdulla AlMuslemani
President
Communications Regulatory Authority



Mario Maniewicz
Director
Radiocommunication Bureau

ANNEX 1: PROTOCOL FOR REPORTING AND HANDLING CASES OF HARMFUL INTERFERENCE (PRIORITY 1 AND 2)

For reporting and handling cases of harmful interference, full particulars will be provided using the guidelines contained in Recommendation ITU-R SM.2149* on the Use of Appendix 10 of the Radio Regulations for space services, including geolocation information.

* Recommendation ITU-R SM.2149 is available online at: <https://www.itu.int/rec/R-REC-SM.2149/en>.