

**Agreement for Mutual Cooperation and Exchange of Documentation between  
the International Telecommunication Union  
and  
the International Electrotechnical Commission**

AGREEMENT made this 3<sup>rd</sup> day of October 2005, 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 INTERNATIONAL ELECTROTECHNICAL COMMISSION, having its principal place of business at 3, rue de Varembé, P.O. Box 131, CH-1211 Geneva 20, Switzerland (hereinafter referred to as "IEC") (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, IEC is the International Standards Development Organization devoted to the development of voluntary technical standards in the fields of electrotechnology and related technologies which add value to all types of business operations;

WHEREAS, Resolution ITU-R 9 authorizes ITU-R Study Groups to refer to standards formulated by other recognized standard-setting bodies and the IEC is an authoritative organization developing International Standards;

WHEREAS, ITU-R and IEC have agreed to the establishment of a closer working relationship;

WHEREAS, IEC, as a Sector Member in ITU-R, is eligible to participate in relevant ITU-R meetings, to make technical contributions to ITU-R work, and to assist ITU-R in developing Recommendations and Reports;

WHEREAS, ITU-R is eligible to participate in IEC's technical work via liaison mechanisms;

WHEREAS, ITU-R and IEC 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 respective rules of ITU-R and IEC already provide means for their participation in each other's work activities and specific access to working documents,

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, or any of its subordinate groups.
- 1.2. "ITU-R Document" means any ITU-R Report, Recommendation, Draft Recommendation, or related output documents from an ITU-R Study Group, its Working Parties, Task Groups, or any of its subordinate groups.
- 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 Groups and Approved by the ITU Member States for publication.
- 1.4. "Draft ITU-R Recommendation" means any Recommendation that has been proposed for Adoption and further Approval.
- 1.5. "IEC Document" means any IEC or ISO/IEC Standard or IEC or ISO/IEC Draft.
- 1.6. "IEC Standard" means any published IEC or ISO/IEC Standard, IEC Technical Specification (IEC/TS), IEC Technical Report (IEC/TR), IEC Publicly Available Specification (IECPAS) and any related amendments or technical corrigenda to these documents.
- 1.7. "IEC Draft" means any draft document of IEC or ISO/IEC Standards as defined in 1.6 above.
- 1.8. "ISO/IEC Directives" means ISO/IEC Directives, Part 1, Procedure for the technical work.

## **2. Authorization of Use of Documents**

- 2.1. The Parties recognize that, through their current participation in each other's activities, they have access to draft and other internal documents relevant to their respective work under their respective statutes and rules of procedure.
- 2.2. The Parties wish to specifically authorize each other to redistribute these as internal documents to participants in their standards development activities, in any way they see fit.
- 2.3. IEC specifically authorizes ITU to use IEC Documents for internal use and obtain them through the means provided for in Section 6; ITU is hereby authorized to reproduce, translate and distribute these IEC Documents free of charge, for the sole use of participants in study groups within ITU, to contribute to ITU work dealing with matters of common interest.
- 2.4. ITU authorizes IEC to use, within its Technical Committees, ITU-R Documents; IEC is hereby authorized to reproduce and distribute these ITU-R Documents free of charge, for the sole use of members of these IEC technical bodies, to contribute to IEC work dealing with matters of common interest.

## **3. Referencing**

- 3.1. The Parties recognize that it is appropriate to refer to each other's texts in finalized IEC Standards or ITU-R Recommendations. Referencing can include either the naming of a given text, the quotation of a limited excerpt of a text, or both. Referencing can be done in a normative or a non normative manner.
- 3.2. Such references, normative or not, will be made to final IEC Standards or ITU-R Recommendations only. Neither Party will reference a draft or a document which

has not yet been approved, published or otherwise finalized, as applicable, without the originating party's consent. Such cases will be treated on a case-by-case basis.

- 3.3. References can, however, be made to IEC Drafts and to Draft ITU-R Recommendations in draft texts belonging to the other Party, with the understanding that these references will be modified to refer to final IEC Standards or ITU-R Recommendations as soon as possible, and in any case before the finalization of those draft texts belonging to the other Party.

#### **4. Inclusion**

The Parties recognize that in certain situations it may be appropriate to include in a text an IEC Standard or an ITU-R Recommendation, or part thereof. The Parties will examine and provide consent in such situations on a case-by-case basis.

#### **5. Copyright and Other Intellectual Property Arrangements**

- 5.1. After approval of an ITU-R Recommendation referencing an IEC Standard, IEC agrees to give access to the accepted IEC Documents through a hyperlink pointing to an exclusive section of its web site. The ITU agrees to include the relevant IEC hyperlink in the approved ITU-R Recommendation. Notwithstanding IEC's agreement to give access to accepted IEC Documents under Section 2, the downloading of IEC Documents is subject to the sale conditions established by IEC.
- 5.2. IEC will establish a clear, unambiguous document numbering scheme where updated versions of a given document are distinguishable from the earlier versions that will allow users to clearly determine which version of a given IEC Standard is referenced by a given ITU-R Recommendation.
- 5.3. Arrangements for the referencing of ITU-R Recommendations by IEC will be agreed upon on a case-by-case basis.
- 5.4. When using IEC Documents or ITU-R Documents according to Section 2, the Parties shall acknowledge the copyright of the originating Party and shall identify with an appropriate degree of prominence those parts of the document to which such copyright applies, under a format to be mutually agreed by the Parties.
- 5.5. The Parties shall keep each other informed of 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 for under Sections 2 or 4 above. The recipient of the text originating from 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. Subject to the authorization and copyright provision in Section 2 and 5 respectively, the Parties will provide to each other the documents covered by this Agreement in electronic form, where possible with no reformatting necessary. Exceptional requests for specific types of electronic formats will be honoured whenever possible. It is permissible to include a watermark on such documents.
- 6.2. In accordance with its internal procedures and for purposes of making IEC Documents available during the development, adoption and approval stages of its work, the ITU-R Secretariat will establish the means to enable free download of

IEC Documents licensed to the ITU. The ITU will allow ITU-R Study Group Participants only access to these IEC Documents. The objective is to have referenced documents available at no cost so that the Study Group Participants may proceed with their evaluation of the IEC Documents.

- 6.3. Future modifications to the electronic links to facilitate such document exchange shall be agreed upon by the Secretariats of the ITU-R and IEC.

## **7. Working Arrangements**

- 7.1. ITU-R may request the establishment of a category A (participating) or category B (observer) liaison with any IEC Technical Committee of interest to them. The person or persons nominated as the contact person(s) will thus have access to all documentation issued within the concerned IEC committee. As a category A liaison member of a committee, ITU-R may nominate ITU-R staff, members of ITU-R Study Groups, including Working Parties, Task Groups and Rapporteur's Groups, to participate in meetings of the IEC Technical Committee. Category A liaison also entitles ITU-R to nominate experts to participate in any relevant working groups of the IEC Technical Committee.
- 7.2. As a Sector Member of the ITU-R, IEC shall continue to participate through its designated experts in ITU-R meetings.

## **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 Rights**

- 9.1. This Agreement may be terminated by either of the Parties upon written notice to the other Party and will terminate one hundred and eighty (180) days after receipt of such notice.
- 9.2. After the expiration or termination of this Agreement, the Parties shall immediately cease using each other's documents in the ways specifically provided for herein. Mutual participation in the respective activities of the Parties shall not be otherwise affected. Existing references or incorporations made under this Agreement will remain valid.

## **10. Dispute Resolution**

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. Besides, and only supplementary to, the provisions of the Agreement, the applicable law shall be Swiss substantive law, with the exception of the provisions of Article 190 of the Swiss federal law on private international law of 18 December 1987. 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 regarding the mutual cooperation and the exchange of documents between the ITU Radiocommunication Sector and the IEC, and terminates and supersedes any prior agreement or understanding, written or oral, relating to the subject matter hereof. 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, assigned 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 the 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, ITU and IEC 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  
On behalf of the Secretary-General

By:  \_\_\_\_\_

Name: VALERY TINOFEEV

Title: DIRECTOR, RADIOCOMMUNICATION BUREAU

Date: 27 SEPTEMBER 2005

Place: GENEVA

INTERNATIONAL ELECTROTECHNICAL COMMISSION

Signed: \_\_\_\_\_

Name:

Aharon Amit

Title:

IEC General Secretary

Date:

28 September 2005

Place:

Geneva, Switzerland