



**MEMORANDUM OF UNDERSTANDING**  
*between the*  
**International Telecommunication Union**  
*and the*  
**European Telecommunications Standards Institute**

**Considering that:**

- the International Telecommunication Union ("ITU") is the intergovernmental and universal organization responsible for world-wide standardization of telecommunications;
- the European Telecommunications Standards Institute ("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 is responsible for standardization in the whole field of telecommunications, including radio, broadcasting and private telecommunications,
- both the ITU, as the global organization for standards development in telecommunications, and ETSI, as a regional standards organization, have a strong interest in each other's work, both to reduce duplication of efforts and to ensure the development of appropriate standards responsive to market needs, at the global and regional levels, respectively;
- ETSI has already been granted Sector Member status to participate in the work of the ITU-T and ITU-R Sectors of the ITU, and may thus participate in relevant ITU meetings, and make technical contributions to the work of the ITU;
- good co-operation between the ITU and ETSI exists and should be further developed;
- it is the ETSI policy to enter into agreements with organizations involved in related areas of standardization in order to promote and formalize co-operation;
- the Telecommunications Standardization Sector of ITU ("ITU-T") approved Recommendation A.6 to foster co-operation and exchange of information with other national and regional standards development organizations.

**Therefore,**

The ITU and ETSI (the "Parties") have entered into this Memorandum of Understanding ("MoU") concerning co-operation and the exchange of information in standards development. The ITU-T shall be responsible, on behalf of the ITU, for implementation of this MoU which shall concern only the standards development activities of the ITU-T.



## 1. DEFINITIONS

The following definitions shall apply throughout this MoU:

- (a) "ITU-T Recommendation" means a Recommendation approved by the ITU-T (CITTT prior to 1993);
- (b) "ETSI deliverable" means a document [SR, TR, TS, EG, ES or EN (telecommunications series); or, in previous nomenclature, ETS, I-ETS or ETR, TBR];

In the event that these definitions or terminology are changed, any necessary amendments to the present Agreement shall be carried out pursuant to section 6.2.

## 2. USE OF DOCUMENTS

- 2.1 The ITU-T may use, within its Study Groups (including their subordinate bodies), draft or adopted ETSI deliverables and other documents provided by ETSI Technical Bodies, and may reproduce them only for the use of Study Group participants.
- 2.2 ETSI may use, within its Technical Bodies (including their subordinate bodies), draft or approved ITU-T Recommendations and other documents provided by ITU-T Study Groups, and may reproduce them for the use only of members of those ETSI bodies.
- 2.3 The reproduction of the documents described above in 2.1 and 2.2 by the receiving Party shall be subject to the copyright arrangements set forth in Section 4 below.
- 2.4 Each Party shall use its best endeavors to provide documents requested by the other party under this section.
- 2.5 The Parties shall exchange information at the working level of ITU-T Study Groups and ETSI Technical Bodies.

## 3. ACCEPTANCE OF TEXTS

- 3.1 The ITU-T may accept, in whole or in part, the text of draft or adopted ETSI Deliverables as all or part of the text of a draft or approved ITU-T Recommendation, with or without modification to the ETSI text.
- 3.2 ETSI may accept, in whole or in part, the text of a draft or approved ITU-T Recommendation as all or part of the text of a draft or published ETSI deliverable, with or without modification to the ITU-T text.

## 4. COPYRIGHT

- 4.1 When one of the Parties reproduces texts, as described in Section 2 above, or accepts texts originated by the other Party, as described in Section 3 above, the originating Party shall grant a non-exclusive royalty-free copyright license on the accepted texts for reproduction and sale by the other Party, but shall retain full copyright on its texts. This MoU shall serve as the terms and conditions of the license for all such accepted texts.
- 4.2 Documents published under licenses, as provided for in this Section, shall acknowledge the copyright of the originating Party.
- 4.3 The Party accepting the text and reproducing or publishing that text shall assume full responsibility for the accuracy of the reproduction and publication of the accepted text.

## 5. WORKING ARRANGEMENTS

- 5.1 The use or acceptance of the texts of the other Party under this MoU shall be determined by the respective, appropriate body in the Party that requests the text.



- 5.2 Each Party shall provide the other with access to its work program with the objective of reducing duplication and parallel work, to the extent feasible.
- 5.3 To foster good cooperation, **ETSI** shall permit participation by the experts of **ITU-T** at relevant technical ETSI meetings and **ETSI** shall continue to participate in relevant **ITU-T** meetings as a Sector Member.
- 5.4 Upon the entry into force of this MoU, each Party shall provide the other Party with a written copy of its policy and procedures with respect to claimed intellectual property rights ("IPR Policy"), including but not limited to patents, in the development, approval and use of **ITU-T** Recommendations and **ETSI** deliverables, respectively, and shall promptly notify the other Party of any changes to such policy. Each Party shall endeavor to comply with the IPR Policy of the Other Party with respect to any matters covered by this Agreement, except when the policy of the other Party conflicts with its own IPR policy.
- 5.5 The Parties shall regularly inform each other of their respective policies to market, distribute and sell their respective recommendations and standards and shall endeavor that said policies do not harm the economic or financial interests of the other Party.

**6. GENERAL**

- 6.1 The present MoU shall be of indefinite duration. It may, however, be terminated on three months written notice by either Party.
- 6.2 Amendments to this MoU, may be agreed to, in writing, by both Parties whenever appropriate. Any such amendment shall be attached to the MoU, of which it shall form an integral part.
- 6.3 Any disputes relating to or arising from this MoU shall be discussed jointly between the two Parties. If necessary, a Committee composed of equal numbers of representatives from the two Parties shall consider the matter. If no amicable and joint resolution of the dispute is possible, the matter shall be placed before an arbitration body agreed to by both Parties.
- 6.4 This MoU shall enter into force upon its signature by both Parties.
- 6.5 Nothing in this MoU shall constitute a waiver of the privileges, immunities and facilities which the **ITU** enjoys by virtue of the international agreements and national laws applicable to it.

**IN WITNESS THEREOF** the Parties hereto have signed this MoU in two (2) originals in English by their duly authorized representatives.

For the

**International Telecommunication Union  
and on behalf of the  
Secretary-General**

**Houlin Zhao  
Director, ITU-TSB**

Date: 14 June 2000

Place: Geneva

For the

**European Telecommunications Standards  
Institute**

**Karl Heinz Rosenbrock  
Director-General, ETSI**

Date: 14 June 2000

Place: Geneva