



Memorandum of Understanding (MOU) between CEPT and UPU

In its Plenary meeting in Belgrade on 24-25 May 2012 CERP approved the draft MOU between CEPT and the UPU (annex). The signing of the MOU by CEPT and UPU is scheduled for the beginning of the year 2013.

The draft MOU has been forwarded to CEPT members on 20 September 2012 for final approval by 26 October 2012. According to Article 6.5 of the CEPT Rules of Procedure such a correspondence procedure requires at least 60% of the members to respond (60% of 48 members = 29 members). However until 6 November 2012 only 24 CEPT members have answered. In order to achieve the number of answers required the deadline for the submission of answers has been extended.

The following 24 CEPT members have **not** answered by 6 November 2012:

Albania
Andorra
Austria
Azerbaijan
Belarus
Bosnia & Herzegovina
Bulgaria
Cyprus
Georgia
Iceland
Italy
Luxembourg
Malta
Moldova
Monaco
Montenegro
Netherlands
Romania
Russian Federation
San Marino
Slovenia
Turkey
Ukraine
Vatican City

The CERP Plenary is asked to take note of this document. CERP members, where until now no answer have been submitted by there administration, are asked to contact the relevant section so that an answer may be given in due time.

Ulrich Dammann
CERP Chairman

MEMORANDUM OF UNDERSTANDING

Between

the UNIVERSAL POSTAL UNION (UPU), a specialized agency of the United Nations duly represented by the Director General of its International Bureau and having its headquarters at Weltpoststrasse 4, 3000 Berne 15, Switzerland (hereinafter the "UPU");

and

the European Conference of Postal and Telecommunications Administrations, an European intergovernmental organization created in 1959 represented by the CEPT Presidency, (hereinafter the "CEPT"),

the UPU and the CEPT may also be referred to individually as "Party", or collectively as "Parties".

PREAMBLE

Whereas, the Parties,

Recognizing

WHEREAS the UPU is an intergovernmental organization whose mission is to facilitate communication by guaranteeing the free circulation of postal items over a single postal territory composed of interconnected networks and by encouraging the adoption of fair common standards and the use of technology, ensuring cooperation and interaction among stakeholders and the satisfaction of customers' changing needs;

WHEREAS the CEPT is a regional organization within the meaning of the basic texts of the UPU, with the essential aims to strengthen relations between Members, to promote their cooperation and to contribute to creating a dynamic market by establishing necessary contacts and cooperation with other regional organizations and their members,

Considering

articles 1 and 8 of the Constitution and article 115 of the General Regulations of the Universal Postal Union

Wishing

To further the realization of the objectives of the two Unions within the framework of their respective basic Acts and of their resolutions and decisions

Recognizing also

that the UPU is the primary forum for cooperation between postal sector players helping to ensure a truly universal network of up-to-date products and services by fulfilling an advisory, mediating and liaison role, and providing technical assistance where needed,

Realizing

That Restricted Unions, gathering UPU member countries, aim to promote further cooperation,

Realizing further

That the CEPT actively participates in the work of the UPU through its European Committee for Postal Regulation (CERP),

Recalling

That the CEPT have been supporting the joint implementation of regional development plans and providing the necessary resources for this,

Recalling also

that a number of UPU resolutions recognize the contribution of Restricted Unions and call them to participate in the fields such as development cooperation, markets and market development, Postal sector reform including policy and regulatory issues,

Convinced

That improving synergies and strengthening the cooperation would be beneficial to the international postal service,

Have agreed to mutually pursue cooperation activities in the field of technical cooperation, external fund-raising and sharing of information through this Memorandum of Understanding (hereinafter the "MoU") as follows:

1 Scope and areas of cooperation:

- 1.1 The objective of this MoU is to establish a framework within which the Parties may cooperate on issues of common interest as outlined herein.
- 1.2 Promotion and exchange of "best practices" among UPU member countries and the restricted unions,
- 1.3 Cooperation in studies
- 1.4 Cooperation in the technical field
 - 1.4.1 Provision of expertise within multi-year integrated projects referring to the UPU Regional development plans;
 - 1.4.2 Provision of expertise within projects on bilateral basis with UPU member countries and other restricted unions;
 - 1.4.3 Main possible areas of cooperation are indicated in the annex to this MOU (ANNEX 1)
- 1.5 The Parties may exchange information through participation within committee meetings of the other Party;
- 1.6 Providing input to each other projects within the field of competence.

2 Mutual representation:

- 2.1 In the UPU meetings and conferences, the CEPT will be represented through the CERP as observer. For the purpose of the provision of expertise within projects the CERP has built up a specialized group of experts coming from CERP member administrations.
- 2.2 In the CERP meetings, the UPU will be represented through the UPU International Bureau (IB) as observer and/or, when agreed by both parties, by experts nominated by the IB.

3 Entry into force, duration and termination

The MoU shall come into effect on the last date of its signature by the Parties and remain in force, unless terminated by mutual consent of the Parties or by either Party giving three months' written notice of termination to the other Party.

4 Amendments, dispute settlement and final provisions

- 4.1 This MoU may be amended at any time upon written agreement of both Parties.
- 4.2 The Parties agree to exercise good faith efforts to resolve any dispute between them arising from or in connection with this MoU through mutual negotiation. If mutual negotiations do not succeed, the Parties shall resolve any such dispute by any other means mutually agreed to in writing by the Parties.
- 4.3 This MoU or any other written commitment between the Parties shall not represent, and shall in no way imply, a partnership, joint venture or employment between the Parties, or an authorization for either Party to act as the agent or representative of the other Party. Except as agreed by the Parties in this MoU, neither Party shall have any right or authority to assume, create, or incur any liability or other legal obligation of any kind, express or implied, in the name of, or on behalf of the other Party.
- 4.4 No Party may assign, sublicense, subcontract, pledge or otherwise transfer or dispose of this MoU, or any of the rights and obligations contained herein, without the prior written consent of the other Party.
- 4.5 Should any provision of this MoU be held invalid or prohibited, such provision shall be ineffective only to the extent of such invalidity or prohibition and shall not invalidate the remainder of such provision or the remaining provisions of this MoU.
- 4.6 The CEPT shall not, without the prior written consent of the UPU, use the emblem, name and initials of the UPU in connection with its activities for purposes of commercial advantage or goodwill. Moreover, the CEPT shall take all necessary measures to ensure compliance with this provision by its agents, employees and subcontractors. The provisions contained in this clause shall equally apply, *mutatis mutandis*, to the name and trademarks of the CEPT referred to or used in connection with this MoU. In this regard, publication of any announcements or press releases concerning the activities undertaken by the Parties in application of this MoU shall be subject to a joint decision of the Parties.
- 4.7 Nothing in this MoU or relating to the cooperation activities described herein shall be deemed as a waiver, expressed or implied, of any of the privileges, immunities and facilities which the UPU enjoys as a specialized agency of the United Nations.

In witness whereof, the Parties hereto, acting through their duly authorized representatives, have affixed their signatures to this MoU in 2 (two) originals in the English language, one for each Party.

For the UPU:

For the CEPT:

Place and date: _____

Place and date: _____

ANNEX I

Possible areas of cooperation

- 1 Defining Universal Postal service
- 2 Financing of the Universal Postal Service Obligation
- 3 Cost Accounting and Price Regulation
- 4 Postal Regulation
- 5 Sector Policy
- 6 National Regulatory Authorities
- 7 Consumer Issues
- 8 Market Supervision
- 9 Sustainable Development