**ECC SG(13)028**

Memorandum of Understanding on Cooperation and Exchange of Information

between

**the Electronic Communications Committee (ECC) of the Conference Europeenne des Administrations des Postes et des Telecommunications (CEPT)**

**(CEPT ECC)**

and

**the European Committee for Electrotechnical**

**Standardization**

**(CENELEC)**

**Memorandum of Understanding on Cooperation and Exchange of Information between the Electronic Communications Committee of the Conference Europeenne des Administrations des Postes et des Telecommunications (CEPT ECC) and the European Committee for Electrotechnical Standardization (CENELEC)**

This Memorandum of Understanding on Cooperation and Exchange of Information (hereinafter the MoU) is agreed in Brussels, Belgium on ...................................

BY AND BETWEEN

The **Electronic Communications Committee of the Conference Europeenne des Administrations des Postes et des Telecommunications (CEPT ECC),**

an organisation of governmental bodies, taking address at the European Communication Office, Nansensgade 19, 3rd floor , 1366 Copenhagen, Denmark.

The **European Committee for Electrotechnical Standardization AISBL (hereinafter CENELEC)**

a not-for-profit international association established under Belgian law with registered office at avenue Mamix 17, I 000 Brussels (Belgium) and registered with the Crossroad-Bank for Enterprises (Brussels) under number 0412.958.890.

CEPT ECC and CENELEC hereinafter are to be referred to collectively as PARTIES and individually as PARTY.

WITNESSETH

1. **Whereas,** the Parties have already established preliminary contacts in the field of electrotechnical and electromagnetic compatibility standardization and the impact of change of use of radio spectrum.
2. **Whereas,** this MOU, which aims at pursuing the goals defined below, provides the principles and the framework for cooperation and exchange of information between the parties.
3. **Whereas,** CENELEC is one of the three European Standardization Organizations (ESOs) whose main objective is to remove trade barriers for European industry and consumers. The mission of CEN and CENELEC is to foster the European economy in global trading, the welfare of European citizens and the environment. CEN and CENELEC have the institutional authority, in application to Regulation (EU) 1025/2012 through their services to provide a platform for the development of European Standards and other consensus-based publications.
4. **Whereas,** CEPT ECC considers and develops policies on electronic communications activities in a European context and is the recognised organisation in Europe responsible for the efficient use of the radio spectrum and sets the technical conditions for the services, so as to satisfy the requirements of the users.
5. **Whereas,** the European Parliament and the Council have established for the Members of the European Union a regulatory framework for the placing on the market, free movement and putting into service in the Community of products and equipment, including radio equipment and telecommunications terminal equipment and other electronics equipment, by the provision of Directives, Recommendations and other legal instruments which are adopted by EU member states.
6. **Whereas,** according to Directive 1999/5/EC, radio equipment shall be so constructed that it effectively uses the spectrum allocated to terrestrial/space radio communication and orbital resources so as to avoid harmful interference

and according to the protection requirements of Directive 2004/108/EC:

Equipment shall be so designed and manufactured, having regard to the state of the art, as to ensure that:

(a) the electromagnetic disturbance generated does not exceed the level above which radio and telecommunications equipment or other equipment cannot operate as intended;

(b) it has a level of immunity to the electromagnetic disturbance to be expected in its intended use which allows it to operate without unacceptable degradation of its intended use.

1. **Whereas,** the effective use of the spectrum by radio equipment so as to avoid harmful interference is presumed when use is made of Harmonised Standards under article 3.2 of Directive 1999/5/EC as referenced in the OJEU and the immunity of equipment other than R&TTE in the electromagnetic environment of its intended use is covered by other EU legislation.
2. **Whereas**, standardization in the electronic communications sector and an efficient use of the radio spectrum, are mutual points of interest for CEPT ECC and CENELEC and significant mutual contributions are envisaged in this field.
3. **Whereas,** both organizations recognize the value of cooperating in all fields of electrotechnical standardization directly or indirectly related to electronic communications.
4. **Whereas,** contributions by CEPT ECC on proposed draft specifications are considered a direct benefit for the subsequent European standardization process and for the establishment of the European Economic Space.
5. **Whereas,** standardization plays a significant role in public policy and support of legislation in areas such as the competitiveness of electronic communications market, the functioning of the single market, the environment and consumer protection.
6. **Whereas,** CENELEC has a strong commitment to international standardization as laid down in the IEC-CENELEC Agreement on Common Planning of New Work and Parallel Voting, known as the Dresden Agreement (ref. CENELEC Guide 13).

**NOW THEREFORE**, in consideration of the foregoing and other good and valuable considerations; the receipt and adequacy of which are hereby acknowledged, the **PARTIES** hereby have reached the following understanding.

**TERMS OF UNDERSTANDING**

1. **Purpose and goals**
	1. The purpose of this MoU is to establish a cooperative relationship between the parties in view of ensuring that EMC immunity limits and measurement methods will be based on up-to-date knowledge on the electromagnetic disturbance environment and the evolving use of radio frequencies.
	2. The Parties establish this MoU with the following goals:
* To promote communication and regular exchange of information in areas of common interest to both Parties.
* To encourage cooperation between the standardization activities of CENELEC and the regulatory developments identified by CEPT ECC.
1. **Scope of cooperation**
	1. Each Party intends to cooperate with and provide information to the other Party, subject to all rules applicable to it and its own policy in areas of common interest, including inter-alia, the designation of spectrum to new radio applications and the revision of standards applicable to EMC immunity.
	2. Within the framework of this cooperation, CEPT ECC shall be entitled to:
* Formulate advice on current and future CENELEC standards programs, e.g. by informing about the evolution of spectrum use which may require update of EMC standards ;
* Propose supporting technical documents for the development of EMC immunity limits and measurement methods ;
* Deliver expert advice where necessary on the implementation dates and consequences of the adopted European standards;
* Nominate a CEPT ECC observer to any relevant CENELEC meeting
	1. Within the framework of this cooperation, CENELEC shall be entitled to:
* Request supporting technical documents for the development and revision of EMC immunity levels and measurement methods in CENELEC standards ;
* Provide information on the CENELEC standardization program relevant to CEPT ECC
* Nominate a CENELEC observer to any relevant CEPT ECC meeting
	1. Each request for cooperation and/or information will be assessed on a case by case basis by the Party receiving such a request to determine whether it is able and willing to provide such cooperation and/or information.
	2. The participation of representative of each organization in identified technical or policy bodies of the other organization is subject to the rules established by that organization.
1. **Communication channels**

**In order to facilitate cooperation and exchange of information, the Parties undertake to:**

* 1. Whenever possible and appropriate, exchange a wide range of documentation to provide expertise and allow the exchange of information within the scope of cooperation and in the framework of relevant events (such as the initiation of CENELEC standards procedures and CEPT ECC work items, publication of policy documents and initiation of public consultation procedures and other public events) organized by each Party. This should take place on an ad hoc basis, meaning whenever relevant information becomes available (or a request for information emerges).
	2. Appoint contact points and list them in a document regularly updated by both parties.
	3. Address all communications or requests for information or assistance made under this MoU to the adequate contact point.
	4. Ensure that English is used as the language for all communications, requests, documentation and information provided between the Parties.
	5. Meet when needed in order to exchange views, inform on ongoing developments and cooperate on policy or technical matters of common interest both to CEPT ECC and CENELEC.
	6. Invite the other Party to any relevant technical meetings of common interest and maintain dedicated contacts on specific technical issues where necessary.
1. **Permissible uses of information and confidentiality**
	1. Information supplied pursuant to this MoU will be used solely in the context of cooperation activities specified in clause 2 herein.
	2. The information provided within its framework will be treated as confidential whenever this is requested by the transmitting Party.
	3. None of the information exchanged between the Parties may be sold or otherwise transferred to third parties without the agreement of both Parties.
2. **Copyright and intellectual property rights**
	1. The copyright of CENELEC publications and/or any other intellectual property rights of CENELEC, whatever their nature or origin, shall remain the exclusive property of CENELEC (ref. CEN/CENELEC Guide 8 "Standardization and Intellectual Property Rights", CEN/CENELEC Guide 10 "Guidelines for the Distribution and Sales of CEN/CENELEC Publications".).
	2. The copyright of CEPT ECC publications and/or any other intellectual property rights of CEPT ECC, whatever their nature or origin, shall remain the exclusive property of CEPT ECC.
	3. Any use of material from any of the two Parties will be referenced and communicated to the other party.
	4. Any document or material provided by a Party in response to a request under this MoU and any copies or other material disclosing its contents, will not in any manner become the property of the requesting Party. For the sake of clarity, the Parties acknowledge that the copyright of publications by third parties (including CENELEC and CEPT ECC members) and/or any other intellectual property rights of third parties, whatever their nature or origin, shall remain the exclusive property of their rightful owners.
3. **Non-binding and non-derogation effect**
	1. This MOU does not modify or supersede any laws, regulations and requirements in force in, or applying to, the Parties. For the sake of clarity, the Parties confirm that the provisions of clauses 2 and 3 above shall not create directly or indirectly any enforceable rights and/or obligations for any of the Parties and/or for third parties, that each Party remains independent and that this MoU does not authorize any Party to represent the other.
4. **Dispute resolution**
	1. In the event of any inconsistency or problem arising under or resulting from this MoU, it shall be amicably solved by the Parties.
5. **Revision and amendments**
	1. The Parties agree to review this MoU whenever needed in order to ensure it provides an appropriate framework to meet the goals established in clause 1.2 herein.
6. **Entry into effect and termination**
	1. This MoU will be in effect from the date of its signature by the Parties.
	2. Any of the Parties may decide to terminate this MoU at any time and for whatever reason. This should be communicated in writing to the other Party as soon as possible. However, clauses 4 and 5 above shall remain applicable and enforceable for a period of 10 years after the termination of this MoU.
7. **Waiver**
	1. Any of the provisions of this MoU may be relaxed or waived by mutual agreement of the Parties.

**IN WITNESS WHEREOF**, this MoU in English is made out in two original copies and is duly signed by authorized representatives of the Parties.

Brussels, .....................

For CENELEC, For CEPT ECC,