

Memorandum of Understanding

between

**the European Committee for Electrotechnical Standardization
(CENELEC)**

and

**the Electronic Communications Committee of the Conférence
Européenne des Administrations des Postes et des
Télécommunications**

(CEPT ECC)

The European Committee for Electrotechnical Standardization (hereinafter referred to as CENELEC), international non-profit organization established under Belgian law, with seat located in 17 Avenue Marnix, B-1000 Brussels – Belgium,

represented by Ms. Elena Santiago Cid, Director General, duly entitled to sign

and

The Electronic Communications Committee of the Conférence Européenne des Administrations des Postes et des Télécommunications (hereinafter referred to as CEPT ECC), an organisation of governmental bodies, taking address at the European Communications Office, Nyropsgade 37, 4 floor, 1602 Copenhagen V, Denmark

represented by Mr. Eric Fournier, Chairman CEPT Electronic Communications Committee, duly entitled to sign by delegation of the CEPT ECC,

hereinafter referred to individually as “the Party” or collectively as “the Parties”,

Whereas,

- a) this Memorandum of Understanding, which aims at pursuing the goals defined below, provides the principles and the framework for cooperation and exchange of information between the Parties;
- b) 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 CENELEC is to foster the European economy in global trading, the welfare of European citizens and the environment. CENELEC, in application to Regulation (EU) 1025/2012, has the institutional authority through their services to provide a platform for the development of European Standards and other consensus-based publications;
- c) 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;
- d) according to Directive 2004/108/EC, equipment shall be so designed and manufactured, having regard to the state of the art, as to ensure that:
 - i. the electromagnetic disturbance generated does not exceed the level above which radio and telecommunications equipment or other equipment cannot operate as intended;
 - ii. 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;
- e) immunity of equipment covered by R&TTE is covered by Harmonised Standards under article 3 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;

- f) the Parties recognize the value of cooperating in all fields of electrotechnical standardization directly or indirectly related to electronic communications;
- g) 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;
- h) CENELEC has a strong commitment to international standardization as laid down in the Dresden (CENELEC-IEC) Agreement;
- i) CENELEC has a policy of cooperation with European stakeholders, laid down in CEN -CENELEC Guide 25 "The concept of Partnership with European Organisations and other stakeholders", where CEPT ECC would fall under chapter 6

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 agreed the following.

TERMS OF UNDERSTANDING

1. Purpose and goals

- 1.1. The purpose of this Memorandum of Understanding is to establish a cooperative relationship between the Parties in view of ensuring that EMC requirements, including immunity limits and measurement methods, are based on up-to-date knowledge on the electromagnetic disturbance environment and the evolving use of radio frequencies.
- 1.2. The Parties establish this Memorandum of Understanding with the following specific goals:
 - I. to promote communication and regular exchange of information in areas of common interest to both Parties;
 - II. to encourage cooperation between the standardization activities of CENELEC and the regulatory developments identified by CEPT ECC.

2. Modalities of cooperation

- 2.1. Each Party, subject to all rules applicable to it and to its own policy, shall provide information to the other Party in areas of common interest including, inter-alia, the designation of spectrum to new radio applications and the revision of standards applicable to EMC.
- 2.2. Within the framework of this cooperation, CENELEC shall allow CEPT ECC:

- 2.2.1 To formulate advice on current and future CENELEC standards programs, e.g. by informing CENELEC about the evolution of spectrum use which may require an update of EMC standards;
 - 2.2.2 To propose supporting information on evolving use of radio frequencies to facilitate the development of EMC requirements and measurement methods;
 - 2.2.3 To deliver expert advice where necessary on the implementation dates and consequences of the adopted European standards;
 - 2.2.4 To nominate, in agreement with CENELEC, a CEPT ECC observer to attend relevant meetings of CENELEC.
- 2.3. Within the framework of this cooperation, CEPT ECC shall allow CENELEC:
- 2.3.1 To formulate advice on regulatory developments dealt with by CEPT ECC relevant to CENELEC;
 - 2.3.2 To request supporting information from CEPT ECC to facilitate the development and revision of EMC requirements and measurement methods in CENELEC standards;
 - 2.3.3 To receive information on regulatory developments dealt with by CEPT ECC relevant to CENELEC;
 - 2.3.4 To nominate, in agreement with CEPT ECC, a CENELEC observer to attend relevant CEPT ECC meetings.
- 2.4. The Parties shall exchange early information about issues and concerns related to the use of specific frequency bands;
- 2.5. Upon request by the other Party within the scope of this cooperation, each Party engages to provide expertise and allow the exchange of information on its relevant activities, such as: work items, publication of deliverables and initiation of public consultation procedures. These exchanges should take place on an ad hoc basis, and the relevant information becomes publicly available;
- 2.6. Each request for cooperation and/or information other than those included in this Memorandum of Understanding is 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.
- 2.7. The participation of representatives of each Party in identified technical or policy bodies of the other Party is subject to the rules established by that Party.

3. Communication

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

- 3.1.1 indicate designated contact persons and electronic addresses for all communications or requests for information or assistance made under this Memorandum of Understanding;
- 3.1.2 use the English language for all communications, requests, documentation and information provided between the Parties;
- 3.1.3 meet normally once a year in order to exchange views and mutually inform on ongoing developments and cooperate on policy or technical matters of common interest both to CEPT ECC and CENELEC;
- 3.1.4 invite the other Party to relevant technical meetings of common interest and maintain dedicated contacts on specific technical issues where necessary.

4. Copyright and acknowledgment of contributions

- 4.1. 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;
- 4.2. CEPT ECC acknowledges the need for CENELEC to secure the legal protection of copyright on their deliverables in accordance with CEN-CENELEC Guide 10 "Guidelines for the Distribution and Sales of CEN/CENELEC Publications". For this purpose and subject to the terms and conditions of this Memorandum of Understanding, CEPT ECC hereby grants to CENELEC a non-exclusive, irrevocable, non-terminable, royalty-free licence worldwide to include content of CEPT ECC contributions within CENELEC deliverables and publications. CEPT ECC is not responsible for CENELEC's use of the content of CEPT ECC contributions within CENELEC deliverables and publications, including and notably if the content is translated or applied in a form other than that in which it was supplied.
- 4.3. By granting a non-exclusive licence under Clause 4.2 above, CEPT ECC is entitled to continue to exploit without restriction the content of its own contributions and/or granting licences to third parties to exploit the content of CEPT/ECC contributions.
- 4.4. Except as foreseen under art 4.2, any other document or material provided by a Party in response to a request under this Memorandum of Understanding, and any copies or other material disclosing its contents, shall not in any manner become the property of the requesting Party. For the sake of clarity, the Parties acknowledge that the copyright of publications, including those of including CENELEC and CEPT ECC members, whatever their nature or origin, shall remain the exclusive property of their rightful owners.
- 4.5. Where, after mutual agreement, content of any of the two Parties is used, the source shall be duly referenced in the concerned document.

5. Dispute resolution and laws of the Parties

5.1. The Parties shall implement this Memorandum of Understanding in accordance with their respective rules and administrative practices. No provision in this Memorandum of Understanding shall be deemed to be a waiver of the current statutory and internal rules of the Parties.

5.2. In the event of any inconsistency or problem arising under or resulting from this Memorandum of Understanding, it shall be amicably solved by the Parties.

6. Entry into force, term and termination

6.1. This Memorandum of Understanding enters into force upon the last signature by the Parties and shall remain in force for a period of 4 years, automatically renewable for additional two years. It may be amended at any time by written agreement among the Parties.

6.2. Either Party may terminate this Memorandum of Understanding at any time upon three months written notice to the other Party.

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

Brussels, 2014-07-08

France, - 4 JUL. 2014

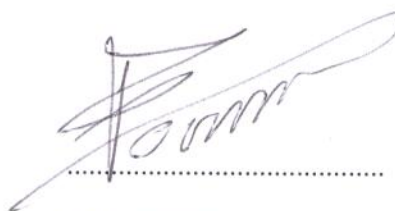
For CENELEC



Elena Santiago Cid

Director General

For CEPT ECC



Eric Fournier

ECC chairman