

Memorandum of Understanding

between

European Telecommunications Standards Institute (ETSI)

and

United Nations Economic Commission for Europe (UNECE)

The signatories:

The European Telecommunications Standards Institute (ETSI) is an industry-led standards development organization with a membership of over 700 manufacturers, network operators, service providers, research bodies, regulatory bodies and academia from over 50 countries. ETSI undertakes pre-standardization and standardization activities in areas common to telecommunications, information technology, sound and television broadcasting. ETSI aims to produce globally applicable standards and is the recognized European Standardization Organization for telecommunications. ETSI has the objective of performing and promoting, directly or indirectly, regional and international standardization with the aim of contributing to the establishment of a global information infrastructure.

The United Nations Economic Commission for Europe (UNECE) develops and maintains trade facilitation recommendations and electronic business standards as part of the United Nations framework, covering government to government, government to business and commercial processes that foster growth in international trade and related services. Under the umbrella of the UNECE Committee on Trade, UNECE's intergovernmental body, the UN Centre for Trade Facilitation and Electronic Business (UN/CEFACT), aims to achieve improved world-wide coordination and cooperation in these areas. Its principal focus is on facilitating national and international transactions, through the simplification and harmonization of processes, procedures and information flows, and so contributing to the growth of global commerce. It supports activities dedicated to improving the ability of business, trade and administrative organizations, from developed, developing and transition economies, to exchange products and relevant services effectively.

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Overall objective:

ETSI and UNECE have a reciprocal interest in working together on the development of international standards, where relevant and appropriate, and through this, avoiding duplication of technical work. For this purpose, the two organizations have decided to adopt a complementary approach to the standardization process in domains of mutual interest by strengthening their relationship and fostering closer co-operation.

Specific objectives and activities:

The forms of co-operation considered for the development of the above-mentioned objective are:

1. ETSI and UNECE's intergovernmental body UN/CEFACT may exchange from time to time, free of charge¹, information in areas of mutual interest.
2. ETSI and UN/CEFACT shall make efforts to take part in, and/or organise jointly, meetings, conferences and workshops on issues of mutual interest. In UN/CEFACT meetings, all participants will follow United Nations rules and regulations, including the UN/CEFACT Intellectual Property Rights Policy. In ETSI meetings, the participants will follow ETSI rules and regulations.
3. ETSI and UN/CEFACT have identified and agreed upon those work areas of mutual interest, these being specified in the Annex "Mapping of Areas of Mutual Interest between ETSI and UN/CEFACT" attached to this Memorandum of Understanding. The Annex may from time to time be updated, by mutual consent of the parties to the present Memorandum of Understanding.
4. In order to avoid duplication of work within these work areas, the parties shall make working documents and drafts available to the other party for information only. The dissemination by one party of the documents received from the other party shall be limited to authorized participants in UN/CEFACT's work and members of ETSI and shall be only for the purpose of technical and/or promotional activities related to programme of work of either ETSI or UN/CEFACT. For all purposes, all copyright, trade secret, patent and other intellectual and industrial rights embodied in these documents, and any copies thereof, remain with the party originating them and extend to all media in which the information may be embodied. Incorporation of text/graphics from one party's documents or drafts into the deliverables of the other party is explicitly excluded from the scope of this Memorandum of Understanding.

¹ All UNECE outputs are public goods and are, therefore, freely available to all UN member States.

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5. Within the context of this Memorandum of Understanding (MoU), UNECE, in consultation with the UN/CEFACT Bureau, shall communicate to ETSI the composition of UNECE delegations to ETSI Technical Bodies and ETSI shall inform UNECE of its delegates to UN/CEFACT meetings.

6. The delegates shall, to the extent permitted by the relevant party's rules and regulations, be entitled to participate fully in discussions on relevant work items, and may, to the extent permitted by the relevant party's rules and regulations, submit written contributions for information only, but shall have no voting rights.

7. In order to avoid duplication of technical or planning activities, delegates should communicate cases of potential duplication in writing to the identified contact points of the ETSI Technical Body or the UN/CEFACT Vice-Chair responsible for liaison activities (as indicated in the Annex to this agreement).

Administration of the Memorandum of Understanding:

8. The MoU shall not be modified, amended or waived, in whole or in part, except by written agreement of both parties.

9. This MoU shall be valid for three (3) years from the date of its signature and may be renewed by mutual consent. If new procedures are adopted by either party, the other party may suggest an amendment to this MoU that addresses any concerns raised by such change. If such amendment is not acceptable, then the party that proposed the amendment may terminate this MoU on thirty (30) days written notice to the other. This MoU may also be amended upon mutual written consent of both parties in the light of experience and technical developments.

10. Notwithstanding the foregoing, this MoU may be terminated by either party upon ninety (90) days written notice to the other. Upon any termination or expiration of this MoU, all the rights granted pursuant to this MoU shall cease immediately and the parties shall cease to distribute any information received pursuant to this MoU. The provisions of this MoU related to ownership of rights shall survive any termination or expiration of this MoU.

11. Any difficulties arising shall be resolved wherever possible at the working level between the relevant Technical Body/Vice Chairs. Matters which cannot be resolved at working level shall be subject to discussion between the two organizations at the level of the Director-General of ETSI and the Executive Secretary of UNECE.

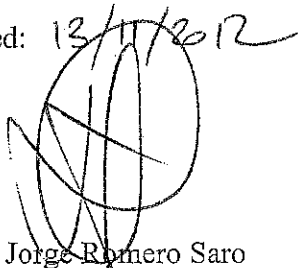
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12. The Parties shall attempt to settle amicably and in good faith any dispute arising out of or relating to the interpretation or implementation of the present Memorandum of Understanding. Any dispute arising out of or relating to the present Memorandum of Understanding or the breach or termination thereof, and which is not settled by negotiation or any other agreed mode of settlement, shall be submitted at the request of either Party to arbitration, in accordance with the rules of the UN Commission on International Trade Law (UNCITRAL) as presently in force. The place of arbitration shall be Geneva.

13. The relationship between ETSI and UNECE shall be that of independent signatories, and nothing in this Memorandum of Understanding shall be construed to constitute either party as an employee, agent or member of the other party. Without limiting the foregoing, neither party shall have authority to act for or to bind the other party in any way, to make representations or warranties or to execute agreements on behalf of the other party, or to represent that it is in any way responsible for the acts or omissions of the other party.

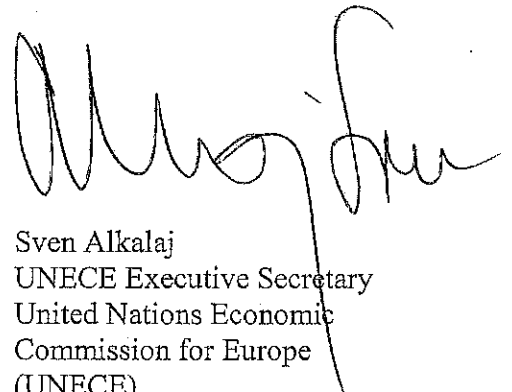
14. Contacts and decisions in relation to the application of this Memorandum of Understanding will be under the responsibility of the Director-General of ETSI and the Executive Secretary of UNECE.

Dated: 13/11/2012



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Annex 1

**Mapping of Areas of Mutual Interest between
ETSI and UN/CEFACT**

UN/CEFACT	ETSI Technical Committee (TC) and/or ETSI Project	Areas and Contact Points
PDA Methodology and Technology	TC ESI (Electronic Signatures and Infrastructures)	Sonia Compans (TC ESI Technical Officer – Sonia.compans@etsi.org)
PDA Trade and Transport Facilitation	TC ITS (Intelligent Transport Systems)	Martin Arndt (TC ITS Technical Officer – martin.arndt@etsi.org)

Note: This table may from time to time be amended by the duly authorized representatives of the parties upon consultation.