

MEMORANDUM OF UNDERSTANDING

between the

International Telecommunication Union

and

the National Telecommunication Agency of the Federative Republic of Brazil (ANATEL)

to

assist the International Telecommunication Union (ITU) in performing measurements related to cases of harmful interference for which an administration is seeking the assistance of ITU

The National Telecommunication Agency of the Federative Republic of Brazil (ANATEL), having its Headquarters at SAUS Quadra 6, Blocos C, E, F e H, Distrito Federal, Brasil, represented by its President and the International Telecommunication Union (ITU), having its Headquarters at Place des Nations, Geneva, Switzerland represented by the Director of the Radiocommunication Bureau, (hereinafter jointly referred to as the "Parties"):

Recalling that the Constitution of ITU (No. 12) stipulates, in particular, that ITU shall "coordinate efforts to eliminate harmful interference between radio stations of different countries";

Recalling that the objectives of the ITU Radio Regulations (Nos. 0.7 and 0.8) are *inter alia* "to ensure the availability and protection from harmful interference of the frequencies provided for distress and safety purposes" and "to assist in the prevention and resolution of cases of harmful interference between the radio services of different administrations";

Recalling that the ITU Radio Regulations (No. 15.28) stipulate, in particular, that administrations undertake to act immediately when their attention is drawn to harmful interference on frequencies used for distress and safety and frequencies used for the safety and regularity of flight;

Recalling that the ITU Radio Regulations (No. 0.3) are founded on the principle that radio frequencies and any associated orbits, including the geostationary-satellite orbit, are limited natural resources to be used rationally, efficiently and economically;

Recalling that "to help ensure efficient and economical use of the radio-frequency spectrum and to help in the prompt elimination of harmful interference, administrations agree to continue the development of monitoring facilities and, to the extent practicable, to cooperate in the continued development of the international monitoring system" (No. 16.1 of the ITU Radio Regulations);

Recalling that "The international rights and obligations of administrations in respect of their own and other administrations' frequency assignments shall be derived from the recording of those assignments in the Master International Frequency Register... " (No. 8.1 of the ITU Radio Regulations);

Recalling that the Radiocommunication Bureau "...shall be solely responsible for maintenance of the Master Register..." (No. 13.4 of the ITU Radio Regulations);

Recalling that "Administrations shall, as far as they consider practicable, conduct such monitoring as may be requested of them by other administrations or by the Bureau" (No. 16.5 of the ITU Radio Regulations);

Recalling that the ITU Radio Regulations (No. 17.2) contain provisions relating to the prohibition and prevention of "the unauthorized interception of radiocommunications not intended for general use of the public";

Recalling that the ITU Radio Regulations (No. 17.3) contain provisions relating to the prohibition and prevention of the divulgence and disclosure of the contents of "publication or any use whatever...obtained by the interception of the radiocommunications mentioned in No. 17.2" of the ITU Radio Regulations; and

Noting the desire and the ability of concerned administrations to assist ITU, through monitoring stations located within their jurisdiction, in ensuring compliance with the provisions cited above;

Have agreed on the following:

1. Objective and scope

1.1 The objective of this Memorandum of Understanding is to establish the framework for the assistance provided to ITU by ANATEL by means of its space monitoring earth station *EMSAT-RIO*¹.

1.2 This Memorandum of Understanding includes:

- o A protocol dealing with assistance in the resolution of cases of harmful interference leading to a prompt resolution of the interference pursuant to Article 15 and No. 13.2 of the ITU Radio Regulations, as appropriate. This protocol is contained in Annex 1 to this Memorandum of Understanding;
- o A protocol dealing with a request by ITU for the provision of monitoring data in cases of reported interference arising out of coordination issues (ITU Radio Regulations Article 11, No.11.41). This protocol is contained in Annex 1 to this Memorandum of Understanding;

2. Definitions

ITU	International Telecommunication Union represented, following signature of the Memorandum of Understanding, by the Director of the Radiocommunication Bureau
Administration	Governmental department or service responsible for the monitoring station facilities and the monitoring operations
Administration concerned	Governmental department or service requiring assistance of ITU for the resolution of cases of harmful satellite interference

¹Monitoring stations operated by an administration or, in accordance with an authorization granted by the appropriate administration, by a public or private enterprise, by a common monitoring service established by two or more countries, or by an international organization (No. 16.2 of the ITU Radio Regulations).

Station	The monitoring earth station (EMSAT-RIO) located in Rio de Janeiro, Brazil
Reference number	A unique task number, to be provided by the station carrying out the task at the request of ITU

3. Procedures

3.1 Placing orders

- 3.1.1 ITU can place orders via electronic mail to the Station, in line with the tasks described in §1.2, with copy to the Administration concerned;
- 3.1.2 The Station will confirm promptly to ITU via electronic mail the receipt of the order specifying the Station's reference number and the expected commencement and duration of the task;

3.2 Execution of orders

- 3.2.1 For the execution of orders the following rules shall apply regarding priority:
 - 3.2.1.1 Requests by ITU for measurements will be classed as priority 1 or 2 and within each class of priority will be processed in order of receipt;
 - 3.2.1.2 Requests pertaining to cases of harmful interference involving distress and safety of life services and frequencies used for the safety and regularity of flights in the aeronautical service, will be classed as priority 1;
 - 3.2.1.3 All other requests will be classed as priority 2;
 - 3.2.1.4 After the completion of each operation, the Administration will compile a final report and forward it directly to ITU.
 - 3.2.1.5 In case the Administration, for any reason, is not able, or available, to perform the operation related to the order placed by ITU, the Administration may decline the order and promptly inform ITU accordingly.

3.3 Contact

- 3.3.1 Each Party will designate a focal point for coordination of all actions deemed necessary for due implementation of this Memorandum of Understanding;
- 3.3.2 The initial contact with the Administration will be established by ITU;
- 3.3.3 Regarding requests for assistance on cases of harmful interference, once initial contact has been established in accordance with §3.3.2 above, and subject to prior authorization by the Administration responsible for the monitoring station facilities, information may be exchanged directly between the Station and the satellite operator whose services are receiving harmful interference.
- 3.3.4 Annex 2 contains the list of contacts.



4. Final provisions

4.1 Settlement of disputes

Any dispute arising from or relating to this Memorandum of Understanding and its annexes shall be resolved amicably by direct negotiations between the Parties or by such other means as the Parties agree in writing.

4.2 Duration, termination and modification

- 4.2.1 This Memorandum of Understanding is valid and effective for an indefinite period. It may, however, be terminated on the initiative of either Party by giving the other Party a six-month prior written notice.
- 4.2.2 In the event of termination, the necessary measures shall be taken by the Parties to ensure that such termination is not prejudicial to ongoing tasks undertaken within the framework of this Memorandum of Understanding.
- 4.2.3 This Memorandum of Understanding may only be modified by mutual written agreement signed by the Parties. Any such modification shall become an integral part of this Memorandum of Understanding. Each Party will give full and sympathetic consideration to any proposal of modification made by the other Party.

5. Entry into force

This Memorandum of Understanding will enter into force on the date on which it is signed by both Parties.

6. Privileges, immunities and facilities

- 6.1 ITU is an intergovernmental organization and a United Nations specialized agency and, as such, enjoys the privileges, immunities and facilities derived from this status, as recognized by the applicable international agreements and by relevant national laws.
- 6.2 Nothing in or resulting from this Memorandum of Understanding shall be deemed a waiver, express or implied, of any of the privileges, immunities or facilities of ITU.

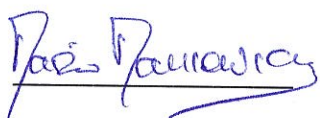
7. Entire Agreement:

- 7.1 This Memorandum of Understanding, together with any and all of its annexes, represents the sole agreement between the Parties with respect to the subject matter hereof and supersedes all prior agreements, communications, negotiations or other arrangements, whether written or oral, between the Parties with respect to this subject matter.
- 7.2 Any and all annexes attached to this Memorandum of Understanding shall form an integral part hereof. In the event of any conflict or discrepancy between this Memorandum of Understanding, on the one hand, and any of its annexes, on the other hand, the terms and conditions of this Memorandum of Understanding shall govern.



IN WITNESS WHEREOF, the President of the National Telecommunication Agency of the Federative Republic of Brazil and the Director of the Radiocommunication Bureau of ITU, duly entitled to do so, have signed this Memorandum of Understanding, in duplicate, in the English and Portuguese languages. In case of discrepancy between the two (2) versions, the English version shall prevail. In the event that this Memorandum of Understanding is signed on different dates, it will come into effect on the later date of signature.

For the International
Telecommunication Union



Mario Maniewicz
Director
Radiocommunication Bureau

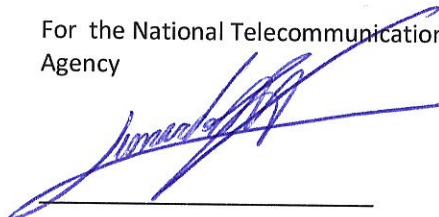
31/10/2019

Date

Sharm el-Sheikh

Place

For the National Telecommunication
Agency



Leonardo Euler de Moraes
President
ANATEL – National Telecommunication
Agency

31/10/2019

Date

Sharm el-Sheikh

Place

Annex 1: Protocol for reporting and handling cases of harmful interference (priority 1 and 2)

For reporting and handling cases of harmful interference, full particulars will be provided using the information and procedures contained in Report ITU-R SM.2181* on the Use of Appendix 10 of the Radio Regulations including geolocation information.

*Report ITU-R SM.2181 is available online at: <http://www.itu.int/pub/R-REP-SM.2181>.

Annex 2: List of contacts

1. International Telecommunication Union (ITU)

ITU Radiocommunication Bureau CH-1211 Geneva 20 Switzerland	e-mail: phone:	Space.monitoring@itu.int brmail@itu.int +41 22 730 5536
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2. National Telecommunication Agency

ANATEL Assessoria Internacional or Superintendência de Fiscalização SAUS Quadra 6, Bloco H, Asa Sul Brasília/DF CEP: 70070-940 Brasil	e-mail: phone:	msat@anatel.gov.br ain@anatel.gov.br +55 61 2312 2831
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