



MEMORANDUM OF UNDERSTANDING BETWEEN THE SPECTRUM MANAGEMENT AUTHORITY OF JAMAICA AND THE FEDERAL TELECOMMUNICATIONS INSTITUTE OF THE UNITED MEXICAN STATES

The **Spectrum Management Authority (SMA) of Jamaica**, established pursuant to section 21(1) of the Telecommunications Act is represented by its Managing Director, Dr. Maria Myers-Hamilton, who has sufficient powers to execute this document and the **Federal Telecommunications Institute (IFT) of the United Mexican States**, represented by its Acting Chairman¹, Javier Juárez Mojica, who has the commission to legally represent the IFT in general and international negotiations with international organizations and foreign governments when they refer to matters within the scope of the Institute's competence, pursuant to Sections 15, sub-section XXXV, 19 and 20, sub-sections I and V, of the Federal Telecommunications and Broadcasting Law, hereinafter referred to as "the Parties". They mutually recognize sufficient capacity to enter into this Memorandum of Understanding and state the following:

Highlighting the strong ties of friendship and strategic alliance that prevail between Jamaica and the United Mexican States, as well as the growing and significant bilateral relations in political, economic-commercial, and cooperation matters;

Determined to strengthen these ties also in the field of wireless communications, by improving the policy, regulatory, technical and technological cooperation essential for the development of both countries in this area;

Aware of the mutual benefits derived from the understanding for greater cooperation in the sectors of their respective competence through the exchange of views and experiences between "the Parties", in accordance with international commitments and the sovereign right of both Parties to administer and regulate the radio frequency spectrum;

Considering the significant role that the regulatory bodies of both countries assume in promoting their respective mandates on a transparent, equitable and fair basis;

Affirming that the development and adoption of telecommunications and Information and Communication Technologies (ICT) have had a positive impact on social and economic growth and development;

Desiring to establish the basis for carrying out joint work for the promotion of bilateral cooperation between "the Parties", within the scope of their competencies;

Stating the following:

The **SMA**, based in Jamaica, is an agency within the Portfolio of the Ministry of Science, Energy, Telecommunications and Transport and is wholly owned by the Government of Jamaica. The SMA is authorized by the Minister with responsibility for telecommunications to manage and regulate the radio frequency spectrum. The main functions of the SMA are: (a) to advise the Minister on any matter referred to it by the Minister and, (b) to perform any function delegated to it pursuant to Section 20(4) of the

¹ In the absence of the President Commissioner of the Federal Telecommunications Institute, based on article 19 of the Telecommunications and Broadcasting Law.

Telecommunications Act. Under the Telecommunications (Delegation of Functions) Order 2009, the Minister delegated to the SMA the functions relating to issuing licences authorizing the use of portions of the radio frequency spectrum, except for mobile and wireless broadband spectrum licences. Additionally, the responsibilities of the SMA include, making recommendations to the Minister *re inter alia*, the grant of spectrum licences, and revocation of licences, collection of Spectrum Licence Fees and monitoring users of the radio frequency spectrum to ensure compliance and minimize interference. In performing its functions under the Telecommunications Act, the SMA shall also have regard to the provisions of the Radio and Telegraph Control Act.

The **IFT**, based in Mexico City, is an autonomous Mexican public body, pursuant to Section 7 of the Federal Telecommunications and Broadcasting Law (LFTR), independent in its decisions and operation, with its own legal capacity and assets, whose purpose is to regulate and promote competition and the efficient development of telecommunications and broadcasting within the scope of the powers granted to it by the Political Constitution of the United Mexican States (Constitution) and under the terms set forth in the LFTR and other applicable legal provisions. It is responsible for the regulation, promotion, and supervision of the use, development, and exploitation of the radioelectric spectrum, orbital resources, satellite services, public telecommunications networks, and the provision of broadcasting and telecommunications services, as well as access to active and passive infrastructure and other essential inputs.

Moreover, it is the authority in matters of economic competition in the broadcasting and telecommunications sectors, for which it shall exclusively exercise the powers set forth in Section 28 of the Constitution, the LFTR, and the Federal Economic Competition Law.

“The Parties” have reached the following agreements:

Article 1

The purpose of this Memorandum of Understanding is to establish a framework for technical and institutional cooperation between “The Parties”, to exchange information, documentation, experiences, and practices related to the regulation, promotion, and supervision of the use, development, and exploitation of the radio spectrum, in order to support their efforts to face the challenges in the current and future telecommunications sector, with the purpose of contributing to the development of Mexico and Jamaica, based on the current legal regulations of each country.

Article 2

In order to achieve the purpose hereof, "the Parties" may develop different activities and cooperation modalities, such as courses, workshops, seminars, and conferences, as well as different technical assistance actions, both in person or remotely; or any other action mutually agreed upon, related to the legal commission of "the Parties".

Additionally, "The Parties" may establish a work program, detailing the number of missions, their probable periods of execution, the means necessary for their implementation, as well as the possible areas of consultancy.

The program may be reviewed annually by means of an exchange of correspondence between the two Parties.

Article 3

"The Parties" shall make their best efforts to achieve the intended purpose and carry out the activities set forth in Article 2, always in accordance with the budgetary availability of each one of them. Each of "the Parties" shall be liable for the human, material, and financial resources it allocates to carry out the activities developed within the framework hereof.

Furthermore, "the Parties" agree that other institutions may collaborate in the implementation and financing of the various activities.

Article 4

"The Parties" shall cooperate with their competent authorities in order to provide the necessary facilities for the entry, stay, and departure of the participants who, in an official capacity, take part in the cooperation activities derived from this instrument. Participants shall be subject to the immigration, tax, customs, health, and national security regulations in force in the receiving country and may not engage in any activity unrelated to their duties. Participants shall leave the host country pursuant to the laws and regulations thereof.

Article 5

This Memorandum of Understanding does not affect the autonomy of "the Parties" in the exercise of their duties, nor shall it create any legally binding rights or obligations of "the Parties" and shall not impair the right of "the Parties" to participate in similar activities or arrangements with other institutions or agencies.

Article 6

"The Parties" shall not be liable for any damages that may be caused by the suspension or cancellation of the activities programmed within the framework hereof, as a consequence of an act of God or force majeure.

Likewise, "the Parties" shall assume civil liability for damages caused by their employees.

Article 7

The certificates and/or diplomas accrediting participation in any of the activities organized within the framework of this Memorandum of Understanding shall be granted jointly by "the Parties". However, the foregoing does not include diplomas or certificates with the academic value that may be granted by the entities contracted to carry out courses or training hereunder.

Article 8

"The Parties" mutually agree to recognize each other's intellectual property rights, as well as the right to publish and disseminate the results and materials that may be jointly generated as a result of the purpose implementation hereof. The foregoing, in accordance with the provisions of the various international agreements on intellectual property matters subscribed by "the Parties" and other applicable laws.

In the event that "the Parties" contract third parties to perform activities subject to intellectual property rights related to the subject matter of this Memorandum of Understanding, they shall endeavor to make the necessary provisions so that they may use and disseminate the information, data or works generated as a result of such contracting.

Article 9

By mutual agreement, "the Parties" may disseminate the information derived from the fulfillment hereof, with the credits corresponding to their participation, committing to maintain due discretion with respect to the information that may be considered confidential or reserved by the applicable laws.

Article 10

"The Parties" enter into this Memorandum of Understanding pursuant to the rules of good faith and common intention, whereby they agree that in the event of a conflict arising with respect to the interpretation, application, execution, and fulfillment thereof, they shall make their best efforts to reach a harmonious solution by mutual agreement.

Article 11

This Memorandum of Understanding shall enter into force on the execution date and shall be in force for 3 (three) years and automatically extended for equal periods, except when there is an agreement between "the Parties" or a request by any of them not to extend it.

Article 12

The Memorandum of Understanding shall terminate at any time by mutual consent of "the Parties" or by separation of one of them, without any liability, by means of a written notice to the other party, at least 60 (sixty) calendar days prior to the date on which it is intended to terminate it.
In the event of termination due to the separation of any of "the Parties", the projects in progress shall continue until their conclusion.

Article 13

This Memorandum of Understanding may be amended or added to at any time by written agreement entered into by "the Parties" for such purpose, which shall enter into force as of the date set forth therein.

Article 14

For the efficient and effective development hereof, "the Parties" designate the following internal areas for the follow-up and coordination of the actions derived from this document:

By the **SMA**: the Managing Director

By the **IFT**: the General Coordination of International Affairs.


In addition, "the Parties" establish the following focal points:

At the **SMA**: Dr. Maria Myers Hamilton, Managing Director, mmyers-hamilton@sma.gov.jm.

At the **IFT**: Víctor Manuel Martínez Vanegas, General Coordinator of International Affairs, asuntosinternacionales@ift.org.mx.

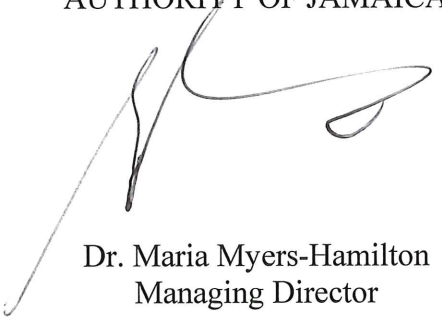
IN WITNESS WHEREOF, the parties hereto have executed this instrument on this 5th day of June, 2024, at Mexico City, in two counterparts in Spanish and English, both being equally authentic.

BY THE FEDERAL
TELECOMMUNICATIONS INSTITUTE OF
THE UNITED MEXICAN STATES



Javier Juárez Mojica
Acting Chairman²

BY THE SPECTRUM MANAGEMENT
AUTHORITY OF JAMAICA



Dr. Maria Myers-Hamilton
Managing Director

² In the absence of the President Commissioner of the Federal Telecommunications Institute, based on article 19 of the Telecommunications and Broadcasting Law.