



The Radio Amateurs' Emergency Network

Registered Charity 1047725 Limited by Guarantee. Registered in England No.: 2771954
Registered Office: Hunters Moon, Station Road, Newton-le-Willows, BEDALE. DL8 1SX

National Committee of Management

Memorandum of Understanding

between

**The Radio Society of Great Britain
and**

The Radio Amateurs Emergency Network

The MoU in detail

1. INTERPRETATION

In this Memorandum of Understanding:-

"The Parties" means the Radio Society of Great Britain (RSGB) and The Radio Amateurs' Emergency Network (the Network)

This is a statement of what is meant by "The Parties", so that reference to them later in the document is easier.

2. PURPOSE

- 2.1 The purpose of this document is to state the terms of a Memorandum of Understanding between the Radio Society of Great Britain (RSGB) and The Radio Amateurs' Emergency Network (the Network) that shall serve as a national framework within which both organisations may co-ordinate the development of protocols and procedures for communication in community events, emergency and disaster situations.
- 2.2 It is intended that this agreement shall promote joint co-ordination and exercise of the resources of both the RSGB and the Network to recognise and enhance the potential and capability of individual members of both organisations to facilitate the flow of information.

Section 2 states the reasons why we need the MoU.

Most importantly, in 2.1, it states that it serves as a national framework under which both organisations may co-ordinate their efforts in the future. This means at Committee of Management and RSGB Board level, and in no way affects the excellent liaison work already done at Group, County/Area and Zonal level. The use of the 'framework' may allow further MoU to be developed in more specialist areas but these will require negotiation along the same principles as this document.

3. RECOGNITION

- 3.1 The RSGB recognises the Network as the UK's principal organisation comprising radio amateurs who provide voluntary radio communications in support of the activities of the User Services ¹, and to local communities in times of disaster and emergencies, and in providing communications support to local community events. It is the main conduit of amateur radio representation to the User Services.

¹ The User Services are as specified in BR68 amateur licence document

In this statement, the RSGB recognises the Network as the principal organisation providing voluntary emergency communications in the UK. This is very worthwhile and finally gives RAYNET the status we have been seeking. It also states that the Network will be the representative organisation when talking to User Services. Which was another key objective in that we did not want mixed messages reaching our Users from a 'two organisation' approach which was one of our fears with the coming of the 'RCVS'.



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3.2 The Network recognises the RSGB as the National body representing all UK radio amateurs. It is the main conduit of amateur radio representation to the UK licensing authorities and the representative society of radio amateurs throughout the United Kingdom to the International Amateur Radio Union (IARU).

In this sub paragraph, the Network recognises the RSGB as the national organisation representing the interests of UK amateurs, and that any representation to Ofcom or the IARU will be through them.

The RA had, in the past, expressed to us a desire to talk only to one body – the RSGB – and there is no reason to think that Ofcom will be any different. Sub-paragraph 4.3 states that the RSGB will consult with the Network on matters which will affect emergency communications prior to a meeting.

The RSGB are a member organisation of the IARU and therefore, any international issues concerning emergency communications have to be channelled through them, no other body within the UK has the right or ability to speak to the IARU.

The main part of the document is **Section 4 – Principles of Co-operation** – the detail of how we are going to co-operate in the future to the benefit of both parties.

4. PRINCIPLES OF CO-OPERATION

4.1 The Parties shall liaise with each other through their designated representatives and exchange certain materials and engage in activities in order to promote and broaden interest, understanding and appreciation of radio communications technology, and especially its value in emergency situations.

On the Network's side, its Emergency Planning Team is the "designated representative" and on the RSGB's side, it is the RCVS National Co-ordinator. Liaison between the two is already in existence but this puts it on a formal footing. Both will work together to promote emergency communications in the amateur community.

4.2 The Network shall liaise with the RSGB's designated representative and co-ordinate the approach to the User Services, professional bodies and other voluntary agencies for the purpose of furthering the interests of emergency communications. This co-ordinated approach is best presented by the Parties continuing to negotiate with those external agencies where they have demonstrated competence and appraising the other Party of the outcomes of meetings and, where possible, proposed agenda items.

This sub paragraph is very important – presenting a united "front" to our User Services, professional bodies and other voluntary agencies. It doesn't change the relationships we have built with them over the years at a national level, but clearly states that we should have a co-ordinated approach when meeting with them. Therefore, if the RSGB have a meeting with OfCom over licensing issues, we will have the opportunity to input into the agenda any items we wish raised, and the outcome will be reported back to us afterwards. Likewise, if the Network has a meeting with a national User Service, we will ask the RSGB if they want anything raised, and will let them know what the outcome is.

4.3 The RSGB shall liaise with the Network's designated representatives and co-ordinate matters relating to changes in the amateur radio licence or band plans, where such changes have an effect upon the purpose shown in paragraph 2.1 above.

This means that the RSGB's Spectrum Forum will liaise with the Network over proposed changes to the bandplan or the licence where it will affect emergency communications. In the past, the Emergency Planning Team had to liaise with the various RSGB Committees direct, which was both time-consuming and difficult, involving, at times, negotiation with a number of Committee chairmen. An example of this being the liaison with the Data Communications Committee when the changes occurred over 144.600MHz and the packet network. Now that the various committees come under one roof – the Spectrum Forum – this liaison should be easier.



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Co-ordination is already happening. We are currently working with them, through the RCVS National Co-ordinator, to try to resolve the issue of continental packet interference on the 144.600MHz series of frequencies. It also states the formal method of raising future changes to BR68, so it will be through the Spectrum Forum that we raise the issue of M3s and third-party traffic.

4.4 The Parties shall encourage ongoing liaison with each other and urge members of all affiliations to develop effective communications and co-operation.

This already happens at a local level – Groups of whatever affiliation assist each other on events, and this formally places a commitment on both sides to encourage this at a national level. The Network hosts a 24hr emergency contact number for RAYNET Groups, regardless of affiliation.

4.5 Both Parties shall promote to their members the need to work together in order that, in times of emergency or disaster, the communications requirements of the User Services are met.

Leading on from 4.4, this states that, in times of emergency and disaster, the most important thing is to satisfy the requirements of the User Services, and that the way to do this is to encourage members of whatever affiliation to fulfil this.

4.6 Both Parties shall recognise the intellectual property rights of the other and shall acknowledge them as such. Where there is mutual agreement, the intellectual property rights for material produced from certain projects shall be shared and will allow either party to use or amend without reference to the other. Third party use or transfer shall require mutual consent of both Parties.

Over the years, the Network has led the way with the production of documentation for the guidance of Groups. It was the Network who developed the Training Scheme, holding weekends at the Emergency Planning College at Easingwold and day courses for individual Groups throughout the country. It developed the Risk Assessment and Voice Procedure documentation, the revised RAYNET Manual and the guidance for Groups on Child Protection and Vulnerable Adults.

This sub-paragraph acknowledges the work the Network has done, and that credit will be given to the source. Where there is mutual agreement, such documentation will be shared. However, if independent Groups wish to use such documentation, it would need to be agreed by both parties. Note though that nothing in this paragraph commits us to selling 'the family jewels', the Network has a considerable investment in our intellectual property and we will not be 'giving it away'!

4.7 Both Parties shall share and co-operate in the provision of such information which will assist the active operations of all RAYNET groups of whatever affiliation, particularly that which would expedite a response to a request from a User Service for communications support at any given time.

This already happens – if a call to the 24hr emergency line is for assistance in a non-Network area, it is passed on. Requests to the RCVS National Co-ordinator are also forwarded. The Network submits contact details for its Groups for inclusion in the RSGB Yearbook, and the listing of all known RAYNET Groups in the RSGB's emergency communications web pages. This clause also includes requests for membership details, which are forwarded to the correct Group, regardless of affiliation.



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4.8 Either Party may issue joint publicity documentation only after consulting the other party. This consultation shall be made during preparation, and prior to production and/or publication. Neither party may issue any statements or material purporting, either implicitly or explicitly, to be the views or opinions of both Parties without there being written agreement that both Parties agree the content of such material.

In the past, there have been statements issued, supposedly on our behalf, which have not been approved by the Network - likewise with publicity material where the Network circular logo has been used. This formally lays down that the practice will be discontinued, and that any joint material issued in future will have the written approval of the other. The joint statement over the use of 145.200MHz was an example of this. It also means that consultation will be made during the preparation of any printed material and before its publication.

5. EXCLUSION

Nothing herein shall create any joint venture, partnership, or other business association, nor shall either party enter into any obligation or commitment on behalf of the other.

A "legal" statement that neither party will commit the other to any formal obligation, such as a business arrangement. We wanted to make clear that this MoU remained a framework agreement and just provides the conduits for communication.

6. IMPLEMENTATION

This memorandum shall take effect upon its signing by authorised representatives of each organisation. The MoU may be amended, by mutual agreement, at any time. The MoU may be terminated by either party upon 90 days written notice to the other by "Recorded Signed For"² post to the address below.

² or equivalent service by the Royal Mail which requires a signature as proof of receipt.

The MoU became effective on the date it was signed by both the RSGB President and the Chairman of The Radio Amateurs' Emergency Network. It can be amended at any mutually agreeable time, and can be terminated by either side upon 90 days written notice.