

**Letter of Understanding
regarding
Co-operation between
ECC and UIC**

The Parties,

- The Electronic Communications Committee (ECC) of the Conférence Européenne des Administrations des Postes et des Télécommunications (CEPT),
and
- The Union Internationale de Chemins de Fer (UIC) having noted the need to establish a close working relationship in order to foster cooperation;

Recognising that:

- ECC is an organisation of governmental bodies, hence with limited possibilities to enter binding agreements with a private association;
- UIC is a not-for-profit membership organisation founded in 1922 today UIC consists of 196 members on 5 continents.
- UIC enables the standardisation and improves the conditions for the founding and operation of railways. UIC promotes global rail traffic and meet the challenges of mobility and sustainable development worldwide.

And considering that:

- 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, satellite orbits and numbering resources, so as to satisfy the requirements of the users, and
- UIC, as one part of its working spectrum, develops common requirements and definitions to advance the development and adoption of wireless radio applications for railways - for the use by the railways and the increase of safety in railway communications and environment.
- ECC and the UIC have the common objective to promote efficient wireless access technologies, directly or indirectly, with the aim of contributing to the establishment of a high quality information infrastructure across Europe and worldwide;

Agree to cooperate as follows:

1. ECC and UIC agree to exchange information and seek, to the extent possible, a common European approach concerning the use of radio frequencies in particular in the field of present and future wireless railway applications. The two parties may exchange as appropriate, free of charge, any information on programmes of work in areas of mutual interest;
2. Copies of relevant working documents from either Party shall be made available to the other Party on request. The dissemination by one Party of the documents received from the other party will be limited to the officers, employees, contractors, consultants and its group with a need to know and who have entered into confidentiality agreements sufficient to prohibit further unauthorized use or disclosure by such persons of the confidential information, and solely for the purpose of the activities relating to the receiving Party's work programme. If the disclosing Party regards the information in the documents as confidential, the receiving Party will likewise treat such information as confidential, unless the disclosing Party authorises non-confidential treatment in writing. UIC documents which are classified as 'restricted' will only be released after an explicit approval by the UIC General Director
3. All copyright, and other intellectual and industrial rights embodied in documents exchanged between the ECC and the UIC and any copies thereof, remain with the originating Party and extend to all media in which the information may be embodied. Any reference to these documents shall be submitted to the agreement of the originating Party prior to communicating the said material to other bodies. If the representatives of a Party participate in the working group activities of the other Party, the other Party's policy governing intellectual property rights shall apply to that participation.
4. The ECC Chairman and the Chairman of the UIC Frequency Management Working Group should meet periodically at their convenience. Chairmen of ECC subordinate bodies and other concerned groups of the UIC may participate in these meetings as appropriate and will be invited accordingly.
5. Within the work area of the UIC, participation of a nominated Observer, or a substitute, from the UIC is normally permitted at meetings of the ECC, its Working Groups, Project Teams and Task Groups, when the agenda contains items of mutual interest;
6. In order to maintain sufficient identity of objectives, an Observer from ECC shall be regularly invited to relevant meetings of the UIC, e.g. UIC Frequency Management Group and other groups related to radio communication. An ECC

Observer may also be invited to attend, as appropriate, the relevant parts of meetings of other UIC bodies.

7. Observers shall, to the extent permitted by the relevant Party's organisational statutes and rules, be entitled to participate fully in discussions on relevant work items, and may submit written contributions, but shall not be part of the decision making process.
8. The UIC may submit proposals to the relevant ECC body. These shall be adopted subject to the normal ECC process for approval of new work items and outputs.
9. This Agreement shall last for three years and may be renewed by mutual consent. On its expiry, the Agreement shall be automatically renewed for further one-year periods unless otherwise agreed by the Parties. Either Party on giving three months written notice prior to the expiry date can terminate the Agreement.
10. This letter of understanding is only intended to facilitate cooperation between the UIC and the ECC/CEPT. As such, the Parties agree that the provisions of this document shall not be legally binding on either party or be deemed to create any legal rights or obligations.
11. The practical contacts and decisions for the application of the Agreement will be taken between the ECC Chairman and the Chairman of the UIC Frequency Working Group.

Agreed for the ECC by

THOMAS EWERS

ECC Chairman

Date: 09.12.2011

Agreed for the UIC by


JEAN-PIERRE LOUBINOUX

Director General of Services, UIC

Date: 05.12.2011