



ECC(18)INFO 04

Letter of Understanding regarding cooperation between the ECC and the 5GAA

29th May 2018





The parties

• The Electronic Communications Committee ("**ECC**") of the European Conference of Postal and Telecommunications Administrations (CEPT)

and

The 5GAA Automotive Association ("5GAA"),

having noted the need to establish a close working relationship in order to foster cooperation between them;

recognizing that:

- the ECC is an organisation of governmental bodies and therefore having limited possibilities to enter into agreements with a private association,
- the 5G Automotive Association (5GAA) is a global, cross-industry
 organisation of companies from the automotive, technology, and
 telecommunications industries (ICT), working together to develop end-to-end
 solutions for future mobility and transportation services;

considering that:

- the ECC considers and develops policies on electronic communications activities in a European context and that it is the 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 of the radio spectrum,
- the 5GAA is committed to helping to define and develop the next generation of connected mobility and automated vehicle solutions and on matters related to radio spectrum usage and availability for these technologies,
- the ECC and the 5GAA have the common objective to promote the development and usage of wireless technologies providing high quality connectivity to its users;





agree to cooperate as follows:

- 1. The ECC and the 5GAA agree to exchange information and to seek, to the extent possible, solutions concerning the use of radio frequencies to facilitate the development of future mobility and transportation services especially for the purpose of Intelligent Transportation System (ITS) communications;
- 2. The two parties may exchange, as appropriate, free of charge, information on programs and results of work in areas of mutual interest;
- 3. Copies of relevant approved documents from either Party may be made available to the other Party on request. The dissemination by one Party of documents received from the other Party will be solely for the purpose of the activities relating to the receiving Party's work programme and activities. If the disclosing Party indicates it considers information provided as confidential, the receiving Party will treat such information accordingly unless the disclosing Party authorizes disclosure in writing;
- 4. All copyright, and other intellectual and industrial rights embodied in documents exchanged between the Parties 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 said documents to other bodies:
- 5. The ECC Chairman and the Director General of the 5GAA may meet periodically at their convenience. Others may be invited to participate in these meetings;
- 5GAA observers will normally be permitted to attend meetings of the ECC and its subordinate groups when the agenda of such meetings contains topics of mutual interest to ECC and 5GAA;
- 7. In order to maintain sufficient alignment of objectives, an observer from the ECC will normally be permitted to attend working group meetings of 5GAA;
- 8. Representatives of each party are entitled to provide contributions and participate actively in discussions on work items relevant to the scope of this Letter of Understanding to the extent permitted by each Party's organisational provisions, as applicable. The parties will mutually ensure that relevant intellectual property rights are respected, applied and protected;
- 9. This Agreement shall come into force effective as of the date of its signature by both parties and, shall last for three (3) years with automatic one (1) year renewal periods unless otherwise agreed by the Parties. Either Party, upon ninety (90) days' prior written notice to the other Party may terminate this Agreement at any time for any reason;
- 10. The practical contacts and decisions for the application of this Agreement will be taken between the ECC Chairman and the Director General of 5GAA.





Agreed for the ECC by Eric Fournier, Chairman of ECC

Date: 16,09.2018

Agreed for 5GAA by

Dr. Johannes Springer, Director General

of 5GAA