Letter of Understanding (LoU) regarding cooperation between the CEPT-Electronic Communications Committee (ECC) And Wireless Broadband Alliance (WBA)

4 March 2022
The parties,

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

and

Wireless Broadband Alliance, Inc. ("WBA"), a Singapore non-profit corporation with its principal place of business at Paya Lebar Quarter, Singapore

having noted the need to establish a close working relationship to foster cooperation between them.

Recognizing that:

the ECC is an organization of governmental bodies and therefore having limited possibilities to enter into agreements with a private association,

WBA is a global non-profit member-based association with a substantial membership from Europe,

Considering that:

the ECC considers and develops policies on electronic communications activities in a European context and is the organization in Europe responsible for the efficient use of the radio spectrum, satellite orbits and numbering resources,

The WBA vision is to drive seamless, interoperable service experiences via Wi-Fi within the global wireless ecosystem and the mission is to enable collaboration between service providers, technology companies and organizations to achieve that vision,

The ECC and WBA have a common interest in ensuring the most efficient use and management of the radio frequency spectrum.

Agree to cooperate as follows:

The ECC and WBA agree to exchange information and to seek, to the extent possible, compatible approaches concerning the use of radio frequencies, in respect of license-exempt bands and in support of Wireless/Broadband/IoT connectivity.

The Parties may exchange, as appropriate, free of charge, information on programs and results of work in areas of mutual interest for information, evaluation, and comment.
Copies of relevant approved documents from either Party may be made available to the other Party. The dissemination by one Party of documents received from the other Party will be limited to the members of the relevant part of the receiving Party and solely for the purpose of the activities relating to the receiving Party’s work program. If the disclosing Party indicates it considers information provided as confidential, the receiving Party will likewise treat information as confidential unless the disclosing Party consents to broader disclosure in writing. All sharing of documents and other information under this Agreement shall be on an as-is basis with disclaimer of responsibility to identify and evaluate the validity or scope of any claimed intellectual property rights.

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 as applicable, its members, 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.

The ECC Chairman and the CEO of WBA may meet periodically at their convenience. Others may be invited to participate in these meetings.

Participation of a nominated observer, or a substitute, from the Wireless Broadband Alliance will normally be permitted to attend meetings of the ECC and its subordinate groups when such meetings may include topics of mutual interest to ECC and WBA.

To maintain sufficient alignment of objectives within work areas relevant to the scope of this Agreement, an observer from the ECC will normally be permitted to attend WBA meetings when such meetings may include topics of mutual interest to ECC and WBA.

Observers shall, to the extent permitted by the relevant Party’s organizational rules and statutes, be permitted to participate fully in discussions on relevant work items relevant to the scope of this Agreement and may submit written contributions / proposals but shall not be part of the decision-making process. The Parties will mutually ensure that relevant intellectual property rights are respected, applied, and protected.

This Agreement shall come into force effective as of the date of its signature by both parties and have an initial term of 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 during its term for any reason.

The practical contacts and decisions for the application of this Agreement will be taken between the ECC Chairman and the WBA CEO.
Date: 04 March 2022

Agreed for ECC by:

Name: Chris Woolford
Title: ECC Chairman

Agreed for WBA by:

Name: Tiago Rodrigues
Title: WBA CEO