



Letter of Understanding regarding cooperation between the

ECC

and

LoRa Alliance, Inc.

6 March 2020





The parties,

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

and

 LoRa Alliance, Inc. ("LoRa Alliance"), a Delaware nonprofit corporation with its principal place of business at 5177 Brandin Court, Fremont, CA 94538 USA,

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

recognising that:

- the ECC is an organisation of governmental bodies and therefore having limited possibilities to enter into agreements with a private association,
- LoRa Alliance is an industry alliance composed of members dedicated to working together to standardize Low Power Wide Area Networks being deployed around the world to enable Internet of Things (IoT), machineto-machine (M2M), and smart city, and industrial applications;

considering that:

- the ECC considers and develops policies on electronic communications
 activities in a European context and 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,
- LoRa Alliance is committed to enabling large scale deployment of Low Power Wide Area Networks (LPWAN) IoT through the development and promotion of the LoRaWAN open standard,
- The ECC and LoRa Alliance have a common interest on the development and usage of efficient methods for the use of radio spectrum for LPWAN;

agree to cooperate as follows:

- The ECC and LoRa Alliance agree to exchange information and to seek, to the extent possible, compatible approaches concerning the use of radio frequencies, in particular in respect of LPWAN and in support of IoT connectivity;
- 2. 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;
- 3. 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 programme. If the disclosing Party indicates it considers information provided as confidential, the receiving Party will likewise treat such 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;

- 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 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;
- 5. The ECC Chairman and the LoRa Alliance Chairwoman may meet periodically at their convenience. Others may be invited to participate in these meetings;
- 6. Participation of a nominated observer, or a substitute, from the LoRa 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 LoRa Alliance;
- In order to maintain sufficient alignment of objectives within work areas relevant to the scope of this Agreement, an observer from the ECC will be invited as appropriate to LoRa Alliance meetings for discussions related to ECC topics only;
- 8. Observers shall, to the extent permitted by the relevant Party's organisational 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;
- 9. 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;
- 10. The practical contacts and decisions for the application of this Agreement will be taken between the ECC Chairman and the LoRa Alliance Chairwoman.





Agreed for the ECC by Chris Woolford, Chairman of ECC

By: Chin hours

Name: Chris Woolford

Title: ECC Chairman

Agreed for LoRa Alliance, Inc. by Donna Moore, Chairwoman of LoRa Alliance

	DocuSigned by:	
Ву:	Donna Moore	
Name:	70AD1C7C278C4F9 Donna Moore	

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Title:_