



# Letter of Understanding regarding cooperation between the ECC and the Wi-Fi Alliance

June 2010





### The parties

• The Electronic Communications Committee (ECC) of the Conférence Européenne des Postes et Télécommunications (CEPT)

and

 The Wi-Fi Alliance, a California nonprofit mutual benefit corporation, which promotes Wi-Fi technology,

having noted the need to establish a close working relationship in order 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,

and that

 the Wi-Fi Alliance is an organization composed of equipment manufacturers, service providers, test laboratories and component suppliers which make available standardized wireless devices suitable for a wide variety of purposes;

### and considering that:

 the ECC considers and develops policies on electronic communications activities in a European context and that it is the organization 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,

and

• the Wi-Fi Alliance supports the world-wide development of Wi-Fi technologies and on matters related to radio spectrum usage and availability for these technologies,

and

 the ECC and the Wi-Fi Alliance 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 Wi-Fi Alliance agree to exchange information and agree to seek, to the extent possible, compatible approaches concerning the use of radio frequencies, in particular for the purpose of wireless access and wireless communications between devices of various types and usage;
- 2. The two parties may exchange, as appropriate, free of charge, information on programs 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 CEO of the Wi-Fi Alliance may meet periodically at their convenience. Others may be invited to participate in these meetings;
- 6. Wi-Fi Alliance observers will normally be permitted to attend ECC meetings, Working Groups, Project Teams and Task Groups when such meetings will be on topics of mutual interest to ECC and Wi-Fi Alliance;
- 7. In order to maintain sufficient alignment of objectives, an observer from the ECC may be invited to relevant meetings of the Wi-Fi Alliance;
- 8. Observers may, to the extent permitted by the applicable Party's organizational statutes and rules, be entitled to participate in discussions on work items relevant to the scope of this Letter of Understanding when they have been invited to such discussions, and may submit written contributions (but shall not be part of the decision making process), provided that any contribution whether verbally or in writing which contains essential intellectual property rights may only be submitted by a member of the Party where the discussion is being held;





- 9. The Wi-Fi Alliance may submit proposals or other contributions to any relevant ECC body subject to the normal ECC procedures;
- 10. This Agreement shall come into force effective as of June 2010 and, subject to the termination hereunder, last for three (3) years with automatic one (1) year renewal periods unless otherwise agreed by the Parties. Either Party, upon thirty (30) days' prior written notice to the other Party may terminate this Agreement at any time for any reason; and
- 11. The practical contacts and decisions for the application of this Agreement will be taken between the ECC Chairman and the CEO of the Wi-Fi Alliance.

Agreed for the ECC by

Agreed for the WiFi-Alliance by

Chairman ECC

CEO of the WiFi-Alliance

Date: (11.07.2010

Date: Aug 2, 2010