

Letter of Understanding
regarding cooperation between
the ECC (Electronic Communications
Committee) and the 5G-IA Infrastructure
Association (5G-IA)

April 2017

The Parties,

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

and

The 5G-IA Infrastructure Association (5G-IA)

having noticed the need for structuring and strengthening their relationships and fostering a closer co-operation;

recognising that:

- CEPT/ECC is an organisation of governmental bodies, with limited possibilities to enter binding agreements with a private association;
- Within the 5G Public Private Partnership, the 5G Infrastructure Association (5G-IA) represents the private side and the European Commission the public side. The 5G-IA is committed to the advancement of 5G in Europe and to build global consensus on 5G. To this aim, the Association and its Members carry out a wide-range of activities in key strategic areas including standardisation, frequency spectrum, R&D, cooperation with other strategic industry sectors;

and considering that:

- CEPT/ECC is the recognised organisation in Europe responsible for the harmonisation of spectrum use at European level in the field of telecommunications and in areas common to telecommunications, information technology, sound and television broadcasting;
- 5G-IA, among other objectives, brings together a global industry community of telecoms & digital professionals such as operators, manufacturers, research institutes, universities and SMEs through its website, reports, information papers and practical activities to inform, influence, educate, explain and promote the opportunities enabled by mobile broadband systems;
- CEPT/ECC and 5G-IA have a common interest in ensuring the most efficient use and management of the Radio Spectrum for global harmonisation of mobile broadband systems;

agree to co-operate as follows:

1. CEPT/ECC and 5G-IA agree to exchange information and seek, to the maximum extent possible, a common European approach concerning mobile broadband systems and related use of the radio-frequency spectrum. The two parties may exchange as they may agree, free of charge, any information on programmes of work of mutual interest;
2. Relevant working documents from either Party shall be made available to other Party on request. The dissemination by one Party of the 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 Party's work programme;

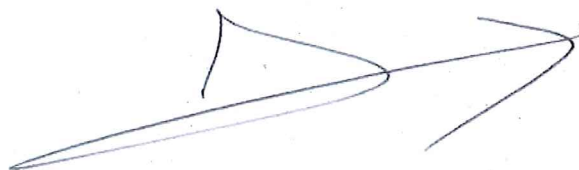
3. All copyright, and other intellectual and industrial rights embodied in documents exchanged between CEPT/ECC and the 5G-IA and any copies thereof, remain with the originating party and extend to all media in which the information may be embodied. Any reference to these documents shall be submitted to the agreement of the originating party prior communication to other bodies;
4. The ECC Chairman and the 5G-IA Secretary General shall meet periodically at their convenience;
5. Participation of a nominated Observer, or a substitute, from 5G-IA is normally permitted at meetings of the ECC, its Working Groups, and their subordinate entities;
6. In order to maintain sufficient identity of objectives, an Observer from CEPT/ECC shall be regularly invited to 5G-IA Spectrum Work Group. A CEPT/ECC Observer may also be invited to attend, as appropriate, the relevant parts or meetings of other 5G-IA 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 party in the decision making process;
8. 5G-IA may submit proposals to the relevant CEPT/ECC Body. They will be considered under the normal CEPT/ECC process;
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. The Agreement can be terminated by either Party on giving three months' written notice before the expiry date;
10. The practical contacts and decisions for the Application of this Agreement will be taken between the ECC Chairman and the 5G-IA Secretary General.

Agreed for the ECC by



Eric Fournier
Chairman ECC
Date:

Agreed for 5G-IA by



Jean-Pierre Bienaimé
Secretary General
Date: 19th June 2017

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