
Letter of Understanding
regarding
Co-operation between
ECC and the RAIN RFID Alliance

December 2017

The Parties,

- The Electronic Communications Committee (ECC) of the Conférence Européenne des Administrations des Postes et des Télécommunications (CEPT),
and
- The RAIN RFID Alliance (RAIN)

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

Recognising that:

- CEPT/ECC is an organisation of governmental bodies, hence with limited possibilities to enter binding agreements with a private association;
- RAIN is a not-for-profit membership organisation founded in 2014. Today RAIN consists of more than 155 members on 5 continents.

And considering that:

- CEPT/ECC considers and develops policies on electronic communications activities in a European context and is the recognised 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, and
- RAIN RFID Alliance is a global alliance promoting the universal adoption of UHF RFID technology.
- RAIN RFID is a wireless technology that connects billions of everyday items to the internet, enabling businesses and consumers to identify, locate, authenticate, and engage each item. RAIN uses the GS1 UHF Gen2 protocol which ISO/IEC has standardized as 18000-63. The word RAIN—an acronym derived from Radio frequency Identification—is intended as a nod to the link between UHF RFID and the cloud, where RFID-based data can be stored, managed and shared via the Internet. A RAIN RFID solution uses a reader to read and write a tagged item, manage the data and take action.
- CEPT/ECC and RAIN have the common objective to promote efficient wireless access technologies, directly or indirectly, with the aim of contributing to the establishment of a high-quality information infrastructure across Europe and worldwide;

Agree to cooperate as follows:

1. CEPT/ECC and RAIN agree to exchange information and seek, to the extent possible, a common European approach concerning the use of the radio frequency spectrum.

- The two parties may exchange as appropriate, free of charge, any information on programmes of work in areas of mutual interest;
2. Relevant working documents from either Party shall be made available to the 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 receiving Party's work programme. If the disclosing Party regards the information in the documents as confidential, the receiving Party will likewise treat such information as confidential, unless the disclosing Party authorises non-confidential treatment in writing;
 3. All copyright, and other intellectual and industrial rights embodied in documents exchanged between the CEPT/ECC and RAIN 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 the said material to other bodies. If the representatives of a Party participate in the activities of the other Party, the other Party's policy governing intellectual property rights shall apply to that participation;
 4. The ECC Chairman and the President or the Regulatory Consultant of RAIN should meet periodically at their convenience. Chairmen of CEPT/ECC subordinate groups and other concerned groups of RAIN may participate in these meetings as appropriate and will be invited accordingly;
 5. Participation of a nominated Observer, or a substitute, from RAIN is normally permitted at meetings of the CEPT/ECC and its subordinate groups, when the agenda contains items of mutual interest;
 6. In order to maintain sufficient identity of objectives, an Observer from CEPT/ECC shall be regularly invited to relevant meetings of RAIN, e.g. RAIN groups related to radio communication. An Observer from CEPT/ECC may also be invited to attend, as appropriate, the relevant parts of meetings of other RAIN 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 part of the decision-making process;
 8. RAIN 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. Either Party on giving three months written notice prior to the expiry date can terminate the Agreement.
 10. This letter of understanding is only intended to facilitate cooperation between RAIN and the CEPT/ECC. As such, the Parties agree that the provisions of this document shall

not be legally binding on either party or be deemed to create any legal rights or obligations.

11. The practical contacts and decisions for the application of the Agreement will be taken between the ECC Chairman and the President of RAIN.

Agreed for the ECC by



Eric Fournier

Chairman ECC

Date: **11 DEC. 2017**

Agreed for RAIN by



Stephen Halliday

President of RAIN

Date: 11 Dec 2017