



CAR 2 CAR
COMMUNICATION CONSORTIUM

Letter of Understanding
regarding co-operation between
ECC and the Car-to-Car Communication Consortium

The Parties,

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

and

The Car-to-Car Communication Consortium,

having noted the need to establish a close working relationship in order to foster co-operation;

Recognising that:

ECC is an organisation of governmental bodies, hence with limited possibilities to enter binding agreements with a private association;

and that

The Car-to-Car Communications Consortium is a non-profit international industry association to further increase road traffic safety in Europe;

And considering that:

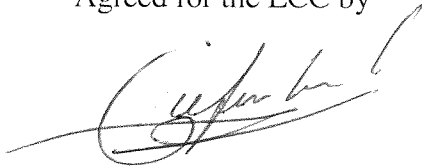
- ECC considers and develops policies on electronic communications activities in a European context and is the recognised organisation in Europe responsible for the efficient use of the radio spectrum, satellite orbits and numbering resources, so as to satisfy the requirements of the users, and
- The Car-to-Car Communication Consortium, among other activities, develops common views at the European level for frequency management and a regulatory environment regarding the COMeSafety requirements to reduce road accidents and fatalities in Europe in accordance with the explicit European Union policies in this area;
- ECC and the Car-to-Car Communication Consortium have a common interest in facilitating and optimizing the use of radio frequencies for road traffic safety, such in the context of the general development of policy and strategy for telecommunications in Europe;

Agree to co-operate as follows:

1. ECC and the Car-to-Car Communication Consortium agree to exchange information and seek, to the extent possible, a common European approach concerning the use of radio frequencies in particular in the field of mobile services to improve road safety. The two parties may exchange as appropriate, free of charge, any information on programs of work in areas of mutual interest;
2. Copies of 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 Party's work programme;
3. All copyright and other intellectual and industrial rights embodied in documents exchanged between ECC and the Car-to-Car Communication Consortium 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.
4. The ECC Chairman and the Chairman of the Car-to-Car Communication Consortium should meet periodically at their convenience. Chairmen of ECC subordinate bodies and other concerned Car-to-Car Communication Consortium groups may participate in these meetings as appropriate and will be invited accordingly.
5. Within the work area of the Car-to-Car Communication Consortium, participation of one nominated Observer, or a substitute, from the Car-to-Car Communication Consortium is normally permitted at meetings of relevant ECC Working Groups and their Project Teams.
6. In order to maintain sufficient identity of objectives, an Observer from ECC shall be regularly invited to relevant plenary meetings of the Car-to-Car Communication Consortium. An ECC Observer may also be invited to attend, as appropriate, the relevant parts of meetings of other Car-to-Car Communication Consortium bodies.
7. Observers shall, to the extent permitted by the relevant Party's organizational 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. The Car-to-Car Communication Consortium may submit proposals to the relevant ECC body. These shall be adopted subject to the normal ECC process for approval of new work items and outputs.
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. The ECC reserves the right to review this Letter of Understanding in case other European organizations, also dealing with the use of radio spectrum to increase road traffic safety invite the ECC to agree to a comparable Letter of Understanding regarding co-operation.

11. The practical contacts and decisions for the application of this Agreement will be taken between the ECC Chairman and the Car-to-Car Communication Consortium Chairman

Agreed for the ECC by



CHRIS VAN DIEPENBEEK
ECC Chairman

Date: 19-07-2006

Agreed for the Car-to-Car consortium



Rudolf Mietzner
General Manager
Car-to-Car Communication Consortium

Date: 23/05/2006