

---

Letter of Understanding regarding cooperation between  
the International Telecommunications Satellite  
Organization (ITSO) and the Electronic Communications  
Committee (ECC)

6 March 2020

***The Parties,***

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

and

The International Telecommunications Satellite Organization (ITSO)

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

***recognising that:***

- a) the ECC is an organisation of governmental bodies and therefore having limited possibilities to enter into agreements with a private association;
- b) ITSO is an intergovernmental organization, composed of 149 member states, that incorporates the principle set forth in Resolution 1721 (XVI) of the General Assembly of the United Nations, which establishes that communication by means of satellites should be available to the nations of the world as soon as practicable on a global and non-discriminatory basis.

***considering that:***

- a) 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;
- b) ITSO has 149 member states and that many of the ITSO member states are also members of the CEPT;
- c) ITSO provides advice and information to its member states regarding satellite communications during its Assembly of Parties and through capacity building;
- d) The ECC and ITSO have the common interest in ensuring the most efficient use and management of the radio frequency spectrum, satellite orbits and numbering resources for satellite telecommunications applications;


***agree to cooperate as follows:***

1. The ECC and ITSO agree to exchange information and to seek, to the extent possible, compatible approaches concerning the use of radio frequencies, satellite orbits and numbering resources for satellite telecommunications applications;
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 ITSO Director General 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 ITSO 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 ITSO;
7. In order to maintain sufficient alignment of objectives, an observer from the ECC will normally be permitted to attend ITSO meetings, in accordance with the ITSO Assembly of Parties Rules of Procedure.
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 ITSO Director General.

Agreed for the ECC by  
Chris Woolford,  
Chairman of ECC

By:  \_\_\_\_\_

Name: Chris Woolford

Title: ECC Chairman

Agreed for ITSO by  
Patrick Masambu  
Director General of ITSO

By:  \_\_\_\_\_

Name: PATRICK MASAMBU

Title: DIRECTOR GENERAL