
Letter of Understanding (LoU) regarding
cooperation between the
CEPT- Electronic Communications Committee
(ECC)
And
EUROCAE

18 November 2022

The parties,

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

and

- EUROCAE

having noted the need to establish a close working relationship to foster cooperation between them.

Recognising that:

- the ECC is an organisation of governmental bodies and therefore having limited possibilities to enter into agreements with a private association;
- EUROCAE is a non-profit organisation, created in 1963 as the "The European Organisation for Civil Aviation Equipment", with the objective to develop standards for European civil aviation;

Considering that:

- 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,
- EUROCAE is the European leader in the development of worldwide recognised industry standards for aviation. EUROCAE develops standards by industry/members for the industry needs that build upon the state-of-the-art expertise of its members and address the global aviation challenges, are fit for purpose to be adopted internationally, and support the operational, development and regulatory processes;
- The ECC and EUROCAE have a common interest in ensuring the most efficient use and management of the radio frequency spectrum, accounting for the safety requirements specific to aviation.

Agree to cooperate as follows:

1. The ECC and EUROCAE agree to exchange information and to seek, to the extent possible, compatible approaches concerning the use of radio frequencies.

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 program. If the disclosing Party indicates it considers information provided as confidential, the receiving Party will likewise treat 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. This LoU is not intended to replace the individual contribution of EUROCAE and CEPT member organisations to EUROCAE and CEPT activities, but rather to encourage their respective members to strengthen their engagements in support of EUROCAE and CEPT work.
6. The ECC Chairman and the Director General of EUROCAE may meet periodically at their convenience. Others may be invited to participate in these meetings.
7. Participation of a nominated observer, or a substitute, from the EUROCAE 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 EUROCAE.
8. To maintain sufficient alignment of objectives within work areas relevant to the scope of this Agreement, an observer from the ECC will normally be permitted to attend EUROCAE meetings when such meetings may include topics of mutual interest to ECC and EUROCAE.
9. 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.
10. 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.

11. The practical contacts and decisions for the application of this Agreement will be taken between the ECC Chairman and the EUROCAE Director General.

Date: 18 November 2022

Agreed for ECC by:



Name: Chris Woolford

Title: ECC Chairman

Agreed for EUROCAE by:



Name: Anna VAN GROENOU

Title: Director General