

Letter of Understanding
Regarding co-operation between
the ECC
(Electronic Communications Committee)
and
the ASECAP
(European Association of Operators of Toll Road
Infrastructures)
[March 2014]

The Parties,

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

and

the ASECAP, the European Association of Operators of Toll Road Infrastructures

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

recognising that:

the ECC is an organization of governmental bodies, hence with limited possibilities to enter into binding agreements with a private industry association;

ASECAP is the European Association of Operators of Toll Road Infrastructures, whose members' networks span about 46.000 Km of motorways, bridges and tunnel across 21 countries

and considering that:

the ECC is the recognised organisation in Europe responsible for the allocation of spectrum at European level in the field of telecommunications and in areas common to telecommunications, information technology, sound and television broadcasting;

ASECAP's mission is to defend and develop the system of motorways and road infrastructures in Europe applying tolls as a mean to ensure the financing of their construction, maintenance and operation. Furthermore ASECAP exchanges information among its members concerning the construction, maintenance and operation of toll infrastructures and organises periodic study meetings on a wide range of transport issues.

the ECC and ASECAP have a common interest in ensuring the most efficient use and management of the Radio Spectrum for existing and future WAS/RLAN/RTTT related applications;

agree to co-operate as follows:

1. the ECC and ASECAP agree to exchange information and seek, to the maximum extent possible, a common European approach concerning e.g. toll wireless system-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. 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 the ECC and ASECAP 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 any communication to other bodies.
4. The ECC Chairman and the ASECAP President, or representative, shall meet periodically at their convenience, but at least once a year. Chairmen of ECC/WGs and other concerned ASECAP Groups may participate in these meetings as appropriate and will be invited accordingly.
5. Participation of one nominated Observer, or a substitute, from ASECAP is normally permitted at meetings of the ECC, its Working Groups, Project Teams and Task Groups.
6. In order to maintain sufficient identity of objectives, an Observer from ECC may also be invited to attend, as appropriate, the relevant parts or meetings of other ASECAP 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 party in the decision making process.
8. ASECAP 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-period 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 ASECAP Secretary General.

Agreed for the ECC by

ERIC FOURNIER
ECC Chairman

Eric FOURNIER

Date: 31/03/14

Agreed for ASECAP by

Kallistratos Dionelis
Secretary General

Date: 27/03/2014

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