

Letter of Understanding regarding cooperation between
the Electronic Communications Committee (ECC) and the
Dynamic Spectrum Alliance (DSA)

3 July 2020

The Parties,

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

and

The Dynamic Spectrum Alliance (DSA).

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) The DSA is a global, cross-industry, Delaware not for profit organisation advocating for laws, regulations, and economic best practices that will lead to more efficient utilisation of spectrum, fostering innovation and affordable connectivity for all by making spectrum abundant through dynamic spectrum sharing.

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;
- b) the DSA supports the world-wide development of Dynamic Access regulatory models on matters related to radio spectrum usage and availability;
- c) the ECC and DSA have a common interest in the development of new regulatory models to promote spectrum sharing and enable greater, more efficient use of radio spectrum;

agree to cooperate as follows:

1. The ECC and DSA agree to exchange information and agree to seek, to the extent possible, compatible approaches concerning the use of radio spectrum, in particular for the purpose accessing and sharing greater amounts of spectrum for connectivity of Europeans, particularly for broadband and IoT;

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 President of the DSA 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 DSA 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 DSA;
7. In order to maintain sufficient alignment of objectives, an observer from the ECC will normally be permitted to attend DSA events;
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 President of the DSA.

<p style="text-align: center;">Agreed for the ECC by Chris Woolford, Chairman of ECC</p> <p>By:  _____</p> <p>Name: Chris Woolford</p> <p>Title: ECC Chairman</p>	<p style="text-align: center;">Agreed for the DSA by Martha Suarez, President of the DSA</p> <p>By:  _____</p> <p>Name: Martha Suarez</p> <p>Title: DSA President</p>
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