

**Letter of Understanding
Regarding
Co-operation between
ECC and APWPT**

The Parties

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

and

- The Association of Professional Wireless Production Technologies e.V. (APWPT)

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

Recognising that:

- The ECC is an organization of governmental bodies

and

- The APWPT is a non-profit organisation

And considering that:

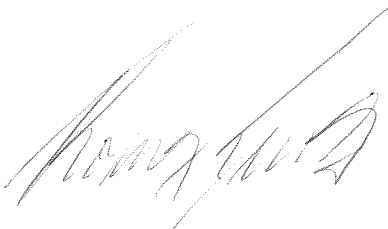
- ECC considers and develops policies on electronic communications activities in an European context and is the recognized organization in Europe responsible for the efficient use of the radio spectrum, satellite orbits and numbering resources, so as to satisfy the requirements of the users,
and
- APWPT, an open world-wide organisation, representing the PMSE industry, consisting of users, manufacturers and scientific organisations, established with the purpose to promote the efficient and demand-driven provision and use of production frequencies for professional event productions as well as harmonising such production frequencies.

Agree to co-operate as follows:

1. ECC and APWPT 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 PMSE. 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 document 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 program. The presumption within the ECC is that working documentation is publicly disclosable but not actively disseminated. However where the contributing party declares its input to be confidential, then the group to which the document is submitted should treat the document accordingly.
3. All copyright and other intellectual and industrial rights embodied in documents exchanged between ECC and APWPT 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 to other bodies. If the representatives of a Party participate in the working group activities of the other Party, the other Party's policy governing intellectual property rights shall apply to that participation.
4. The ECC Chairman and the APWPT Chairman should meet periodically at their convenience. Chairman of ECC subordinate bodies and other concerned APWPT groups may participate in these meetings as appropriate and will be invited accordingly.
5. Participation of one nominated Observer, or a substitute, from the APWPT is normally permitted at meetings of the Working Groups, Project Teams and Task Groups, when the agenda contains items of mutual interest.
6. In order to maintain sufficient identity of objectives, an Observer from ECC shall be regularly invited to relevant plenary meetings of the APWPT. An ECC Observer may also be invited to attend, as appropriate, but shall not be part of the decision making process.

7. Observer 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 APWPT 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 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 practical contacts and decisions for the application of this Agreement will be taken between the ECC Chairman and the APWPT Chairman,

Agreed for the ECC by



Chairman ECC

Date:

10/09/09

Agreed for the APWPT by



Chairman of
Executive Committee APWPT

Date:

18/09/09