
**Letter of Understanding regarding cooperation
between the
ECC
and
Wi-SUN Alliance, Inc.**

5th March 2021

The parties,

- The Electronic Communications Committee ("ECC") of the European Conference of Postal and Telecommunications Administrations (CEPT)
- and
- Wi-SUN Alliance, Inc. ("Wi-SUN Alliance"), a Delaware non-profit corporation with its principal place of business at 111 Deerwood Road, Suite 200, San Ramon, CA 94583 USA,

having noted the need to establish a close working relationship in order 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,
- Wi-SUN Alliance is a global non-profit member-based association. Its mission is to drive the global proliferation of interoperable wireless solutions for use in smart cities, smart grids and other Internet of Things (IoT) applications using open global standards from international standards organisations;

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,
- Wi-SUN Alliance is committed to enabling large scale deployment of interoperable wireless devices for IoT through the development and promotion of testing and certification programs using open standards from ETSI, IEEE, IETF and other applicable open standards organisations ,
- The ECC and Wi-SUN Alliance have a common interest in the ensuring the most efficient use and management of the radio frequency spectrum;

agree to cooperate as follows:

1. The ECC and Wi-SUN Alliance agree to exchange information and to seek, to the extent possible, compatible approaches concerning the use of radio frequencies, in particular in respect of ISM bands and in support of IoT connectivity;
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 Wi-SUN Alliance President 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 Wi-SUN Alliance 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 Wi-SUN Alliance;
7. In order to maintain sufficient alignment of objectives within work areas relevant to the scope of this Agreement, an observer from the ECC will be invited as appropriate to Wi-SUN Alliance when such meetings may include topics of mutual interest to ECC and Wi-SUN Alliance;
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 Wi-SUN Alliance President.

**Agreed for the ECC by Chris Woolford,
Chairman of ECC**

By: 

Name: Chris Woolford

Title: ECC Chairman

**Agreed for Wi-SUN Alliance by Phil Beecher,
President of Wi-SUN Alliance**

By: 

Name: Phil Beecher

Title: President and CEO