Letter of Understanding

regarding

Co-operation between ECC and AIM Europe

08 March 2024
The Parties,

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

  and

- The AIM Europe association (AIM)

having noted the need to establish a close working relationship in order to foster cooperation;

Recognizing that:

- CEPT/ECC is an organization of governmental bodies, hence with limited possibilities to enter binding agreements with a private association;

- AIM is a not-for-profit membership organization which is globally active and has regional chapters around the world. AIM global was founded in 1973. Today AIM globally consists of more than 700 members in 43 countries.

And considering that:

- CEPT/ECC considers and develops policies on electronic communications activities in a 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

- AIM is the global industry alliance for stakeholders of RFID, barcoding, smart devices, and other automatic identification and data capture (AIDC) technologies and supporting Blockchain, IoT, and RTLS applications. For more than 50 years, AIM has championed the growth and acceptance of these through industry education, standards, and advocacy.

- CEPT/ECC and AIM have the common objective to promote efficient wireless access technologies, directly or Indirectly, with the aim of contributing to the establishment of a high-quality information infrastructure across Europe and worldwide;

Agree to cooperate as follows:

1. CEPT/ECC and AIM agree to exchange information and seek, to the extent possible, a common European approach concerning the use of the radio frequency spectrum. The two parties may exchange as appropriate, free of charge, any information on programs of work in areas of mutual interest;
2. 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 receiving Party's work program. If the disclosing Party regards the information in the documents as confidential, the receiving Party will likewise treat such information as confidential, unless the disclosing Party authorizes non-confidential treatment in writing;

3. All copyright, and other intellectual and industrial rights embodied in documents exchanged between the CEPT/EGC and AIM 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 material to other bodies. if the representatives of a Party participate in the 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 President or the Regulatory Consultant of AIM should meet periodically at their convenience. Chairmen of CEPT/ECC subordinate groups and other concerned groups of AIM may participate in these meetings as appropriate and will be invited accordingly;

5. Participation of a nominated Observer, or a substitute, from AIM is normally permitted at meetings of the CEPT/ECC and its subordinate groups, when the agenda contains items of mutual interest;

6. In order to maintain sufficient identity of objectives, an Observer from CEPT/ECC shall be regularly invited to relevant meetings of AIM, e.g. AIM groups related to radio communication. An Observer from CEPT/ECC may also be invited to attend, as appropriate, the relevant parts of meetings of other AIM 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 part of the decision-making process;

8. AIM may submit proposals to the relevant CEPT/ECC body. They will be considered under the normal CEPT/ECC process;

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 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. This letter of understanding is only intended to facilitate cooperation between AIM and the CEPT/ECC. As such, the Parties agree that the provisions of this document
shall not be legally binding on either party or be deemed to create any legal rights or obligations.

11. The practical contacts and decisions for the application of the Agreement will be taken between the ECC Chairman and the President of AIM.

Agreed for the ECC by

Chris Woolford
Chairman ECC
Date: 08 March 2024

Agreed for AIM by

Frithjof Wieser
President AIM Europe VZW
Date: