

**Letter of Understanding  
regarding co-operation between  
ECC and the bmcoforum**

*The Parties,*

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

and

The Broadcast Mobile Convergence Forum (**bmcoforum**),

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

*Recognising that:*

ECC is an organisation of governmental bodies, hence with limited possibilities to enter binding agreements with a private association;

and that

The **bmcoforum** is an international not-for-profit industry association;

*And considering that:*

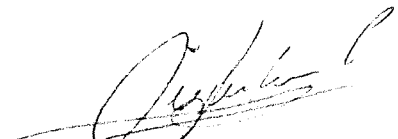
- ECC considers and develops policies on electronic communications activities in a European context and is the recognised organisation in Europe responsible for the efficient use of the radio spectrum, satellite orbits and numbering resources, so as to satisfy the requirements of the users;
- The **bmcoforum**, among other activities, develops common views at the European level for IP-based multimedia services for deployment over broadband networks including DVB (Digital Video Broadcasting) and DAB (Digital Audio Broadcasting);
- ECC and the **bmcoforum** have a common interest in facilitating and maximising the use of radio frequencies for all applications as well as the development of policies and strategies for telecommunications in Europe;

*Agree to co-operate as follows:*

1. ECC and the **bmcoforum** 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 Broadcasting and content-rich IP-based multimedia services. The two parties may exchange as appropriate, free of charge, any information on programs of work in areas of mutual interest.
2. The two Parties may exchange as appropriate, free of charge, any information on programs of work in areas of mutual interest.
3. 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 program.
4. All copyright and other intellectual and industrial rights embodied in documents exchanged between ECC and the **bmcoforum** 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.
5. The ECC Chairman and the **bmcoforum** Chairman should meet periodically at their convenience. Chairmen of ECC subordinate bodies and other concerned **bmcoforum** groups may participate in these meetings as appropriate and will be invited accordingly.
6. Participation of one nominated Observer, or a substitute, from the **bmcoforum** is normally permitted at meetings of the relevant ECC Working Groups, Task Groups or Project Teams dealing with issues which are of mutual interest.
7. In order to maintain sufficient identity of objectives, an Observer from ECC shall be regularly invited to relevant plenary meetings of the **bmcoforum**. An ECC Observer may also be invited to attend, as appropriate, the relevant parts of meetings of other **bmcoforum** bodies.
8. Observers shall, to the extent permitted by the relevant Party's organisational 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.
9. The **bmcoforum** 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.


10. 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.
11. The practical contacts and decisions for the application of this Agreement will be taken between the ECC Chairman and the **bmcoforum** Chairman

Agreed for the ECC by

  
CHRIS VAN DIEPENBEEK  
ECC Chairman

Date: 22-12-06

Agreed for the **bmcoforum** by

  
Dr. Bernd Wiemann  
Chairman of the **bmcoforum** Board

Date: 15/01/07