

**Letter of Understanding
regarding co-operation between
ECC and ECCA**

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The Parties,

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

ECCA, the European Cable Communications Association,

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

ECCA is a professional association of European cable telecommunications and broadcasting operators;

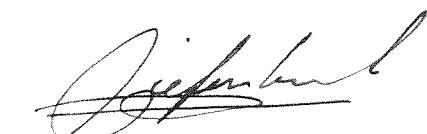
And considering that:

- 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 users, and
- ECCA, among other activities, develops common views at the European level for cable operators with regard to their needs for the use of the radio frequencies on cable communications networks and the development of new broadcasting and telecommunications services;
- ECC and ECCA have a common interest in facilitating and maximising the efficient 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 ECCA agree to exchange information and seek, to the maximum extent possible, a common European approach concerning electronic communication applications, in particular regarding the use of radio frequencies on cable communications networks and regarding cable communications policies developed to promote the efficient and effective development of networks and services. The two parties may exchange as appropriate, free of charge, any information on programmes 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 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 programme.
3. All copyright, and other intellectual and industrial rights embodied in documents exchanged between the ECC and the ECCA 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.
4. The ECC Chairman and the ECCA Secretary General should meet periodically at their convenience. Chairmen of ECC subordinate bodies and other concerned ECCA Groups may participate in these meetings as appropriate and will be invited accordingly.
5. Participation of one nominated Observer, or a substitute, from ECCA is normally permitted at meetings of the ECC, its Working Groups, Project Teams and Task Groups.
6. In order to maintain sufficient identity of objectives, an Observer from the ECC shall be regularly invited to relevant ECCA forums. An ECC Observer may also be invited to attend, as appropriate, the relevant parts of meetings of other ECCA bodies.
7. 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 party to the decision making process.
8. ECCA 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 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. The practical contacts and decisions for the application of this Agreement will be taken between the ECC Chairman and the ECCA Secretary General.

Agreed for the ECC by



CHRIS VAN DIEPENBEEK
ECC Chairman

Date: 14-04-03

Agreed for the ECCA by



PETER KOKKEN
ECCA Secretary General

Date: 18-4-03