

Letter of Intent for Cooperation

This Letter of Intent for Cooperation (this "**Letter of Intent**"), which comes into force on the date of signature by the last party (the "**Effective Date**"), is between and among each of the signatories hereto (each, a "**Participating MNO**"); and

European Commission, represented by Roberto Viola, Director-General of Directorate General of Communications Networks, Content and Technology, and Stephen Quest, Director-General of the Joint Research Centre, with its headquarters located at Rue de la Loi 200, 1049 Brussels (the "**Commission**").

The Participating Mobile Network Operators are collectively referred to herein as the "**MNOs**", or individually referred to as "**MNO**". Each MNO and the Commission are hereinafter referred to individually as a "**Party**" and collectively as the "**Parties**".

This Letter of Intent aims to outline the terms of cooperation between the MNOs and the Commission in the fight against COVID-19.

1. Introduction

Anonymised and aggregated data, which are being processed by telecom operators, can help better understand and predict the spread of the COVID-19, evaluate the effectiveness and the implementation of public health policies and measures, and support effective delivery of medical services, food and other critical services. The Commission and the MNOs have therefore decided to further pursue their cooperation, which started on 8 April 2020, regarding the sharing of fully anonymised and aggregated mobility data (so-called Origin-Destination (OD) matrices) with the Joint Research Centre ("**JRC**") to help fight COVID-19.

Within the framework of Decision 1082/2013/EU on serious cross-border threats to health, the Commission is obliged to ensure coordination and information exchange between the different mechanisms and structures whose activities are relevant for the preparedness and response planning, monitoring and combating serious cross-border threats to health, such as the current pandemic. The Commission is also obliged to make available to the national competent authorities any information that may be useful for coordinating a response, including information related to serious cross-border threats to health, and that can provide ad-hoc risk assessment based on epidemiological modelling.

As part of the fight against COVID-19, the Commission has already adopted a Recommendation on a common Union toolbox for the use of technology and data to combat and exit from the COVID-19 crisis, in particular concerning mobile applications and the use of anonymised and aggregated mobility data¹ and a toolbox based on the Recommendation has also been developed.²

¹ Commission Recommendation (EU) 2020/518 of 8 April 2020.

² Mobile applications to support contact tracing in the EU's fight against COVID-19, Common EU Toolbox for Member States. eHealth Network, 15.04.2020.

2. Purpose

The purpose of the collaboration is to make relevant information available to the European Union, in order to predict and prevent the spread of COVID-19 and to manage related social, political and financial impacts.

This Letter of Intent establishes a framework for the cooperation to which the Parties have agreed, setting out its general context, the data to which it applies and the procedures to be followed.

3. Context and Scope of the Cooperation

The Parties agree to continue their ongoing cooperation regarding the provision of aggregated and fully anonymised OD matrices data to the JRC (hereinafter “**Data**”).

The data sharing will continue to aim to, but with more focus on predictive rather than descriptive analysis (hereinafter “**Permitted Purposes**”):

- understand the spatial dynamics of the epidemics thanks to historical matrices of mobility national and international flows;
- quantify the impact of social distancing measures (travel limitations, non-essential activities closures, total lock-down, etc.) on mobility;
- feed SIR epidemiological models, contributing to the evaluation of the effects of social distancing measures on the reduction of the rate of virus spread in terms of reproduction number (expected number of secondary cases generated by one case);
- feed models to estimate the economic costs of the different interventions, as well as the impact of control extended measures on intra-EU cross border flows and traffic jams due to the epidemic; and
- cover all Member States in order to acquire insights relevant to Covid-19 to the entirety of the EU.

Use of the fully anonymised and aggregated Data for any other purpose requires the explicit and written consent from the MNOs.

4. Fees and Costs

In the framework of this cooperation, each of the MNOs agree to provide the fully anonymised and aggregated Data described in Section 1 free of charge and without any warranty during the defined collaboration period in order to help the management of the COVID-19 situation. In no event shall any Party have any liability to another Party or to any third party in respect of any such contribution it may provide hereunder.

As part of this cooperation, the Commission will endeavour to inform the MNOs about opportunities to support the implementation of their Data sharing activities.

5. Contribution of the Parties

In order to enhance the cooperation, the Commission agrees that MNOs will share the fully anonymised and aggregated Data with the Commission and these aggregated and fully anonymised Data can be used only by the Commission and solely for the Permitted Purposes.

The Commission agrees that only JRC researchers will have access to the provided Data for the Permitted Purposes and they are required to protect the confidentiality of the Data. The Data will not be disclosed to any third parties. The JRC will maintain a list of persons that were given access to the Data and keep this list for a period of one year after the end of cooperation period. The Commission will also ensure that legitimate private-sector interests, notably commercially sensitive information such as trade secrets, will be respected. Given the commercially sensitive nature of the information about MNOs' anonymisation methodologies, this information cannot be disclosed to any third party.

The Commission will take the fully anonymised and aggregated Data in the available formats and according to data models that mobile operators currently provide, without additional adaptations, provided that the appropriate anonymisation and aggregation level is guaranteed. The Commission is, before using the Data for its analysis, verifying the plausibility of the anonymisation and aggregation of data sets. The Commission will continue to be transparent towards the public on the data collection and further processing procedure. The Commission will at all times:

- a. treat the Data as sensitive, will take reasonable precautions to protect the Data and will use the same standard of care in maintaining the confidentiality of the Data as the Commission uses for sensitive information;
- b. not copy, distribute, publish, commercially exploit, reproduce, translate, adapt, vary, attempt to decompile, reverse engineer or modify all or any Data other than in accordance with the Permitted Purpose and this Letter of Intent; and
- c. not attempt to identify and/or re-identify any individual from the Data or the Data in combination with other data held by the Commission.

If the Commission becomes aware of any unauthorized copying, disclosure or use of the fully anonymised and aggregated Data, it will immediately notify the MNOs and take all reasonable steps necessary to prevent further unauthorized copying, disclosure or use.

6. Transparency and non-exclusivity

In view of transparency, the Commission can inform the general public about the objectives of this collaboration and can share insights and conclusions based on the results of the cooperation with the Member States for information purposes. If it is expressly requested by a Participating MNO, the Commission will not disclose which Data of such MNO has been used for the epidemiological modelling. MNOs can publicise their role and achievements within this cooperation.

The cooperation functions on a non-exclusive basis, meaning that the Parties are free to enter into similar arrangements and projects with other parties.

MNOs not Party to this agreement at the Effective Date may join the cooperation at any time, by signing this letter of intent.

7. Findings and benefits

The JRC is processing the fully anonymised and aggregated Data by creating and using tools and platforms to gain a deeper understanding of the correlation between mobility and pandemic spread and impacts. The JRC will provide insights - in terms of intelligent interpretation after

processing the anonymised and aggregated Data - to policymakers in the EU. The Commission will share the aggregated insights and tools with practitioners and policymakers, including local and regional policymakers, in the Member States and the Commission may share the aggregated insights with a wider community for COVID-19-related purposes.

The Commission will be transparent with the operators, on a periodic bi-monthly basis during the term of this Letter of Intent, about how the aggregated insights have been shared with practitioners, policymakers in the Commission, ECDC and Member States, and the wider community for COVID-19-related purposes and what kind of actions have been taken where the aggregated insights have played a role.

In the bi-monthly feedback (every 2 months), the Commission will inform the participating MNOs on issues of common interest such as: dashboards and reports, the analytics layer and research findings and methodology used on the Data.

8. Duration of data retention

The JRC will process the fully anonymised and aggregated Data as received by MNOs no longer than during the defined collaboration time and will delete the Data upon termination of the collaboration or upon the request of a Participating MNO.

9. Term and Termination

This Letter of Intent shall become effective upon the Effective Date and shall remain in effect until 31 March 2021 (the “**Initial Term**”). It is agreed that the Initial Term shall be extended automatically for successive ninety (90) day periods unless the collaboration is terminated by the Commission by providing written notice of such termination (email notice shall be sufficient) to the Participating MNOs no less than fifteen (15) business days prior to the effective date of such termination.

Notwithstanding the foregoing, any Participating MNO shall be permitted to terminate its participation in the collaboration by providing written notice of such termination (email notice shall be sufficient) to the other Parties no less than fifteen (15) business days prior to the effective date of such termination.

[signature page to COVID-19 Letter of Intent]

IN WITNESS WHEREOF, the Parties hereto have caused this Letter of Intent to be executed as of the Effective Date by their respective officers thereunto duly authorized.

Signatures

For MEO – Serviços de Comunicações e Multimédia, S.A.
(Altice Portugal).

João Zúquete, CCO

Signature:


João Zúquete da Silva
Chief Corporate Officer

Done at Lisbon, December 9th, 2020

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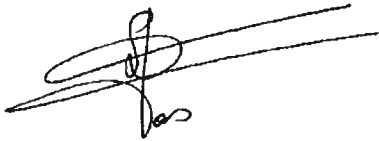
Signatures

For PROXIMUS

Steven Tas

Director Regulatory

Signature:

A handwritten signature in black ink, consisting of a stylized 'S' followed by a horizontal line and a small flourish at the end.

Done at Brussels, 26.11.2020

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IN WITNESS WHEREOF, the Parties hereto have caused this Letter of Intent to be executed as of the Effective Date by their respective officers thereunto duly authorized.

Signatures

For Telefónica Móviles España, S.A.U.,

Nicolás Sánchez Gil, Attorney

Signature:

The image shows a handwritten signature in black ink, which appears to be 'N. Sánchez Gil', written over the Telefónica logo. The logo consists of a stylized 'T' inside an oval, with the word 'Telefonica' in a script font below it. A horizontal line is drawn under the logo.

Done at Madrid, December 3th, 2020.

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IN WITNESS WHEREOF, the Parties hereto have caused this Letter of Intent to be executed as of the Effective Date by their respective officers thereunto duly authorized.

Signatures

For [name of MNOs],


[forename/surname/function]

Signature:

Done at [place], [date]

Telekom Deutschland GmbH

Christian Kühner
SVP Produktmanagement Mobilfunk

p.p.a. 

Bad Honnef, 23.12.2020

T-Systems International

PETER LORENZ
SVP PU Digital Solutions

p.p.a. 

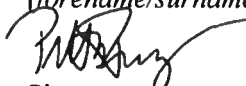
Darmstadt, 11.01.2020

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IN WITNESS WHEREOF, the Parties hereto have caused this Letter of Intent to be executed as of the Effective Date by their respective officers thereunto duly authorized.

Signatures

For [name of MNOs],
Petter-Børre Furberg
CEO Telenor Norge AS
[forename/surname/function]



Signature:

Oslo 25.11.2020

Done at [place], [date]

IN WITNESS WHEREOF, the Parties hereto have caused this Letter of Intent to be executed as of the Effective Date by their respective officers thereunto duly authorized.

Signatures

For Telia Company AB

Allison Kirkby
President & CEO

Signature:

A handwritten signature in black ink, appearing to read 'Allison Kirkby', written over a large, empty oval shape.

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Signatures

For Three Ireland (Hutchison) Ltd,


Signature:  DocuSigned by: Head of Service Finance
986F3312C0F3483

Done at Dublin, on 24/11/2020

Signature:  DocuSigned by: Chief Technical Officer
8582E463F8BA4D9

Done at Dublin , on 24/11/2020

For Wind Tre Italy S.p.A.

Signature: 
Antongiulio Lombardi
Regulatory Affairs Director

Done at Rome, on 24/11/2020

Signature _____
Marcello Savarese
Data & Product Development Office Director

Done at Rome, on 24/11/2020

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Signatures

For TIM Telecom Italia[name of MNOs],

Luigi Gubitosi

CEO

Signature  Firmato digitalmente da:
LUIGI GUBITOSI
Amministratore Delegato e Direttore Generale
TIM S.p.A./00488410010
Firmato il 02/12/2020 10:33
Seriale Certificato: 444961
Valido dal 23/11/2018 al 22/11/2021
Done at Rome 2nd Dec 2020
IT Trust Technologies CA

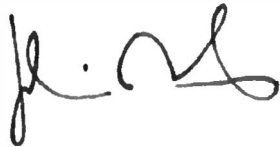
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Signatures

For Vodafone Group

Joakim Reiter, Group External Affairs
Director

A handwritten signature in black ink, appearing to be 'J. Reiter', written in a cursive style.

Signature:

Done at London 10th December 2020

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Signatures

For

Phd. Ivo Ivanovski, MSc
Director M&A, IAR & Regulation

Signature:

	Unterzeichner	Dr. Ivo Ivanovski
	Datum/Zeit-UTC	2021-01-17T14:04:38+01:00
Prüfinformation	Diese Unterschrift ist gemäß EU Verordnung Nr. 910/2014 (eIDAS) der handschriftlichen Unterschrift rechtlich gleichgestellt. Prüfung unter: https://www.signaturpruefung.gv.at	

Done at [place], [date]

[signature page to COVID-19 Letter of Intent]

For the European Commission,

(e-signed)

Roberto Viola
Director General
DG CNECT

(e-signed)

Stephen Quest
Director General
JRC

IN WITNESS WHEREOF, the Parties hereto have caused this Letter of Intent to be executed as of the Effective Date by their respective officers thereunto duly authorized.

Signatures

For ORANGE SA,

Laurentino LAVEZZI

Senior Vice President Public Affairs Group

A handwritten signature in black ink, appearing to read 'Laurentino LAVEZZI', with a stylized flourish at the end.

Signature:

Done at PARIS, April 16th 2021.