



MEMORANDUM OF UNDERSTANDING

between

THE INTERNATIONAL TELECOMMUNICATION UNION

and

**THE EASTERN PARTNERSHIP ELECTRONIC COMMUNICATIONS REGULATORS
NETWORK**

**TO ESTABLISH A HIGH-LEVEL FRAMEWORK OF COOPERATION
IN THE AREA OF
INFORMATION AND COMMUNICATIONS TECHNOLOGY**

HZ

A handwritten signature in blue ink, appearing to be 'HZ'.

THIS MEMORANDUM OF UNDERSTANDING (this “MOU”) is entered into by and between:

THE INTERNATIONAL TELECOMMUNICATION UNION (“ITU”), an intergovernmental organization and the specialized agency of the United Nations for information and communication technologies (ICTs), having its seat at Place des Nations, CH-1211 Geneva 20, Switzerland; and

THE EASTERN PARTNERSHIP ELECTRONIC COMMUNICATIONS REGULATORS NETWORK – EaPeReg (the “EaPeReg”).

For purposes of this MOU, ITU and the EaPeReg are hereinafter referred to collectively as the “Signatories” and each as a “Signatory.”

WHEREAS, ITU is the specialized UN agency for telecommunications and information and communication technologies (ICTs) committed to connecting the entire world, brokering agreement on technologies, services, and allocation of global resources to create a seamless global communications system that's robust, reliable, and fit for purpose.

WHEREAS, EaPeReg is an independent platform of National Regulatory Authorities (NRAs) for Electronic Communications Networks and Services of Eastern Partnership countries¹ (as its members), in active cooperation with NRAs of EU Member States² and NRAs of Western Balkans³ (as its advisers), that together are committed to progressing in implementing various aspects of digital economy and society, regulatory policies including strategies for the development of broadband, harmonized spectrum allocation with a focus on spectrum coordination for the implementation of the new technologies, more unified roaming tariffs among EaP countries and between EaP countries and EU Member States for the purposes of facilitating economic and social interactions, as well as strengthened independence of national telecom regulators.

With regard to promoting digital inclusion in the EaP region and developing the network, EaPeReg cooperates with other similar networks, organizations and institutions, acting as a platform for the exchange of the best regulatory practices and enabling participation in the digital economy as well as competitive markets.

WHEREAS, ITU and EaPeReg now desire to express their mutual intent to cooperate in the area of information and communication technology to bring the benefits of modern communication technologies to people everywhere in an efficient, safe, easy and affordable manner, especially with regards to future inclusive regulation and standard making.

WHEREAS, the Signatories now desire to enter into this MOU for the purpose of establishing a high-level, non-binding framework applicable to the cooperation between the Signatories which is described herein.

¹ Armenia, Azerbaijan, Belarus, Georgia, Moldova, Ukraine

² Austria, Croatia, Czech Republic, Germany, Hungary, Latvia, Lithuania, Poland, Portugal, Romania, Spain, Sweden, currently act as Advisors in EaPeReg – the scheme is open for the rest of the EU member states.

³ North Macedonia - currently acts as Advisor in EaPeReg – the scheme is open for the rest of the WB countries.



NOW, THEREFORE, the Signatories intend to cooperate with each other as follows:

ARTICLE 1

PURPOSE OF THIS MOU; IMPLEMENTATION OF THE COOPERATION

- 1.1 The purpose of this MOU is to establish a high-level, non-exclusive framework for the cooperation which the Signatories mutually intend to undertake joint actions in the area of information and communication technology to bring the benefits of ICTs to people that are more fully described under Article 2 (collectively, the "Cooperation").
- 1.2 The relevant terms and conditions concerning the Cooperation activities (including, without limitation, those relating to financial, legal and operational matters, as well as to the respective rights, roles and responsibilities of the Signatories, if any) will be set forth in one or more written agreements, project documents and/or other instruments which will be separately negotiated, agreed to and signed by both of the Signatories following the execution of this MOU.

ARTICLE 2

PURPOSE OF MUTUAL COOPERATION

Subject to the other provisions of this MOU and in accordance with their respective mandates, rules, regulations and procedures, the Signatories hereby express their mutual intent to cooperate with one another in the area of information and communication technology, and more specifically:

- 2.1 To contribute to the work of the international community on an enabling environment for telecommunications/ICT development by sharing reports, guidelines, best regulatory practices and case studies on relevant topics;
- 2.2 To participate in relevant meetings of both Signatories, whenever desired including the Global Symposium for Regulators (GSR), Regional Regulatory Fora, Regional Economic Dialogues, ITU Study Groups and Focus Groups, Thematic Workshops and meetings of the expert working groups upon written invitation;
- 2.3 To undertake joint actions such as thematic meetings, capacity building workshops and knowledge sharing and exchanges;
- 2.4 To facilitate expert contribution to the technical assistance to countries;
- 2.5 To identify opportunities for synergies in actions, thus avoiding duplication of effort and reducing overall costs to both Signatories.

ARTICLE 3

NATURE OF THIS MOU; FINANCIAL ARRANGEMENTS

- 3.1 This MOU is not intended as, and will not be deemed or construed as, a binding agreement between the Signatories. Nothing contained in this MOU will give rise to any form of fiduciary or legal obligations or responsibilities by either Signatory.



- 3.2 This MOU does not constitute, and will not be deemed or construed as, any obligation or commitment of any type, whether express or implied, by either Signatory in respect of the provision of funds or financing; and any activities that may be conducted hereunder will be subject to and contingent upon the availability of sufficient staff, funds and other resources.

ARTICLE 4
EFFECTIVENESS; AMENDMENT AND TERMINATION

- 4.1 This MOU will become effective on the date of its signature by both Signatories, and its provisions will remain applicable until this MOU is terminated in accordance with its terms.
- 4.2 This MOU may only be modified or supplemented pursuant to a written amendment mutually agreed to and signed by both Signatories. Any such amendment will be annexed to this MOU and will form an integral part hereof.
- 4.3 This MOU may be terminated by either Signatory by providing written notice thereof to the other Signatory at least thirty (30) days prior to the effective date of such termination.

ARTICLE 5
CHANNEL OF COMMUNICATIONS AND NOTICES

- 5.1 For purposes of facilitating the implementation of the agreements and other arrangements, which may be established by the Signatories under the framework of this MOU, the channel of communication for the Signatories will be as follows:

For ITU:

International Telecommunication Union
Place des Nations
CH-1211 Geneva, Switzerland
Attention: Mrs. Sofie Maddens, Head, Regulatory and Market Environment Division
Telecommunication Development Bureau (BDT)
Telephone: +41227306256
E-mail: sofie.maddens@itu.int

For EaPeReg:

The Eastern Partnership Electronic Communications Regulators Network
50/18 Ketevan Tsamebuli avenue/Bochorma street
Tbilisi 0177, Georgia
Attention: Mrs. Mzia Gogilashvili - EaPeReg Contact Network Member
Telephone: +995 577737763
E-mail: mgogilashvili@gncc.ge



5.2 Each Signatory may, by written notice to the other Signatory, designate additional or substitute representatives of such Signatory.

**ARTICLE 6
SETTLEMENT OF DISPUTES**

Any dispute between the Signatories arising from this MOU will be resolved by amicable direct negotiations between the Signatories, or by any other means to which the Signatories mutually agree in writing.

**ARTICLE 7
PRIVILEGES AND IMMUNITIES**

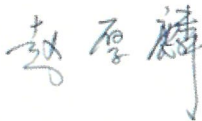
Nothing contained in or relating to this MOU will constitute or be deemed or construed as a waiver, whether express or implied, of any of the privileges, immunities or facilities which ITU or any of its officials enjoy by virtue of the international agreements and national laws applicable to ITU.

**ARTICLE 8
SIGNATURES**

This MOU may be signed using electronic or facsimile signatures, in one or more counterparts, each of which shall be deemed an original but all of which together will constitute one and the same instrument.

IN WITNESS WHEREOF, the Signatories have caused their duly authorized representatives to sign this MoU in the English language, as of the date(s) set forth below.

**For the
INTERNATIONAL TELECOMMUNICATION UNION**



Mr. Houlin Zhao
Secretary-General

**For the
EASTERN PARTNERSHIP ELECTRONIC
COMMUNICATIONS REGULATORS NETWORK**



Mr. Marcin Cichy
Chair

Date: 08.05.2020

Place: Geneva

Date: 11.05.2020

Place: Warsaw

