



MEMORANDUM OF UNDERSTANDING

between

THE INTERNATIONAL TELECOMMUNICATION UNION

and

**THE BODY of EUROPEAN REGULATORS for ELECTRONIC COMMUNICATIONS
(BEREC)**

**TO ESTABLISH A HIGH-LEVEL FRAMEWORK OF COOPERATION
IN THE AREA OF
ELECTRONIC COMMUNICATIONS**

Two handwritten signatures in blue ink are located in the bottom right corner of the page. The first signature is a stylized, cursive mark, and the second is a more legible signature with a circular flourish at the end.

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 BODY of EUROPEAN REGULATORS for ELECTRONIC COMMUNICATIONS ("BEREC"), having its headquarters at Zigfrida Annas Meierovica boulevard no.14, LV-1050 Riga, Latvia.

For purposes of this MOU, ITU and BEREC 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 all the world's people, 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, the Body of European Regulators for Electronic Communications (BEREC), supported by the Agency for Support for BEREC (BEREC Office) located at Z.A. Meierovica Bulv. 14, 2nd Floor, Riga LV-1050, LATVIA, is an independent EU body composed of the National Regulatory Authorities for the electronic communications sector from the Member States and the European Commission, to which participation is open to European Economic Area States and third countries, in particular candidate countries, which facilitates the consistent application of the electronic communication framework throughout the European Union;

WHEREAS, ITU and BEREC now desire to express their mutual intent to cooperate in the area of electronic communications to bring the benefits of modern communication technologies to people everywhere in an efficient, safe, easy and affordable manner;

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;

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 in the area of electronic communications to bring the benefits of ICTs to people world-wide and in particular in Europe, that are more fully described under Article 2 (collectively, the "Cooperation activities").
- 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 electronic communications:

- 2.1 to contribute to the work of the international community by sharing reports, guidelines, best practices and case studies on relevant topics as is deemed appropriate by the Signatories.
- 2.2 to participate in relevant meetings of both Signatories, as deemed appropriate and upon invitation by the host Signatory, including the Global Symposium for Regulators (GSR), Regional Regulatory Fora, Regional Economic Dialogues, ITU Study Groups and Focus Groups (on ITU side) and stakeholders forums, workshops (on BERC side).
- 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.

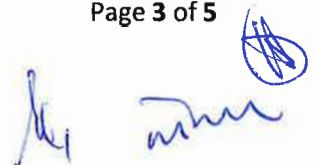
The above list of Cooperation activities is not exhaustive and can be updated any time on the basis of mutual written arrangements between the Signatories.

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.
- 3.3 Each Signatory shall bear its own costs resulting from the implementation of this MOU.

ARTICLE 4
EFFECTIVENESS; AMENDMENT AND TERMINATION

- 4.1 This MOU will become effective on the date of its signature by both of the 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 of the 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

For BEREC:

The Agency for support for the Body of European Regulators for Electronic Communications (BEREC Office)
Zigfrida Annas Meierovica boulevard no.14
LV-1050 Riga
Latvia


- 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.

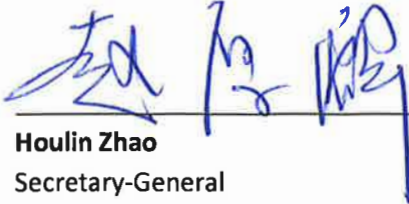
**ARTICLE 7
PRIVILEGES AND IMMUNITIES**

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 enjoys by virtue of the international agreements and national laws applicable to ITU.



IN WITNESS WHEREOF, the Signatories have caused their duly authorized representatives to sign this MOU in two (2) originals in the English language, as of the date(s) set forth below.


**For the
INTERNATIONAL TELECOMMUNICATION UNION**



Houlin Zhao
Secretary-General

Date: 3/10/2019
Place: HERAKLION

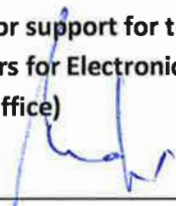
**For the
The BODY of EUROPEAN REGULATORS for
ELECTRONIC COMMUNICATIONS**



Jeremy Godfrey
Chairman

Date: 3/10/2019
Place: HERAKLION

**Witnessed and Authorized by the Director of the
Agency for support for the Body of European
Regulators for Electronic Communications
(BEREC Office)**



Laszlo IGNECZI
Director

Date: 3/10/2019
Place: HERAKLION