

Memorandum of Understanding

Between

**Group of Eastern Partnership Regulators for Electronic
Communications Networks and Services (EaPeReg
Network)**

And

**Body of European Regulators for Electronic
Communications (BEREC)**

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Between
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And
Body of European Regulators for Electronic Communications (BEREC)

WHEREAS, the Group of Eastern Partnership Regulators for Electronic Communications Networks and Services (hereinafter referred to as “EaPeReg Network”) is the organization of the national regulatory authorities (NRA) of the Eastern Partnership countries and consists of NRAs for the electronic communications sector from Armenia, Azerbaijan, Belarus, Georgia, the Republic of Moldova and Ukraine;

WHEREAS, the Body of European Regulators for Electronic Communications (hereinafter referred to as “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, both EaPeReg Network and the BEREC (each referred to individually as “party” and collectively as “parties”) have an interest in effective electronic communications regulation that promotes competitive markets, technological innovation, and value for consumers;

WHEREAS, both EaPeReg Network and BEREC have previously entered into a Memorandum of Understanding (hereinafter referred to as “MOU”) and hereby wish to state their intent to continue a cooperative relationship, as outlined in this MOU;

THEREFORE, EaPeReg Network and BEREC have reached the following understandings:

I. PURPOSE

The goal of this MOU is to encourage a cooperative relationship between the parties that supports the parties’ respective efforts to address current and future regulatory challenges as well as to develop collegial working relationships between experts representing both parties.

Further, this MOU is intended to facilitate the possibility of additional tasks to be jointly agreed to be undertaken by the parties during the lifetime of this MOU and such tasks/projects shall be set out in separate non-legally binding documents agreed by the parties if and when they arise.

II. AREAS OF COOPERATION

A. Cooperative Activities may include but are not limited to:

- BEREC – EaPeReg Network annual meetings: strategic debate on common issues and agreement on any future collaboration;
- joint working groups: Participation in meetings of BEREC and EaPeReg as may be deemed appropriate and upon invitation by the host for the purpose of closer collaboration and knowledge sharing;
- information exchange (e.g. questionnaires, working papers, specific events, etc.).

Such activities may be concluded via electronic means or in-person meetings between representatives of both parties.

The relevant terms and conditions concerning the Cooperative activities (including, without limitation, those relating to financial, legal and operational matters, as well as to the respective rights, roles and responsibilities of the parties, if any) will be set forth in one or more non-legally binding written agreements, project documents and/or other instruments which will be separately negotiated, agreed to and signed by both of the parties following the execution of this MOU.

Parties also agree to cooperate on following issues of the electronic communication regulation, which is not exhaustive and can be updated at any time on the basis of mutual written arrangement between parties:

1. Broadband development including infrastructure mapping and promotion of NGA roll-out;
2. International roaming tariffs and their reduction;
3. Market shaping aspects of spectrum assignment;
4. Current and upcoming spectrum usage and challenges;
5. Administrative procedures and operational issues concerning NRA's activity;
6. Promotion of investment by means of a pro-competitive regulation; competition in markets; statistics;
7. Development of harmonised regulatory framework;
8. Open access to the Internet;
9. Costing and tariff methodologies;
10. Consumer rights protection.

B. Regulatory Issues

The parties intend to determine by mutual arrangements the way in which exchange of information on regulatory issues is to be addressed through their cooperative relationship

and those issues or joint tasks, if and when undertaken, may be more particularly described and set out in additional agreements between the parties.

III. MOU IMPLEMENTATION

A. Responsibilities

The parties intend to make the necessary arrangements to ensure implementation of this MOU.

B. Communications

The parties intend to communicate regarding accomplishments related to this MOU.

C. Rules and Procedures

Each party intends to operate according to its respective rules and procedures.

IV. COSTS

The costs for each party resulting from the implementation of this MOU shall be borne by each one of them.

V. GENERAL PROVISIONS

A. Duration and modification

This MOU will become effective on the date of its signature by both of the parties' authorised representatives, and its provisions will remain applicable until this MOU is terminated in accordance with its terms.

This MOU may only be modified or supplemented pursuant to a written amendment mutually agreed to and signed by both of the parties. Any such amendment will be annexed to this MOU and will form an integral part hereof.

This MOU may be terminated by either party by providing written notice thereof to the other party at least thirty (30) days prior to the effective date of such termination.

B. Representation

For the purposes of communications or notices with respect to this MOU, both EaPeReg Network and BEREC will be represented by their sitting Chairs. Both participants may designate other focal points.

C. Legal Enforceability

This MOU is not intended to create legal and binding obligations for either party, but is a statement of the parties' intent to form a cooperative relationship.

VI. SETTLEMENT OF DISPUTES

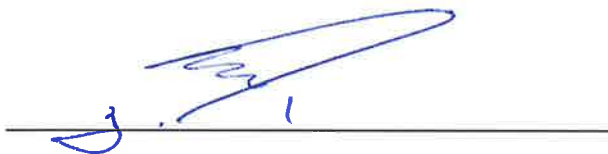
Any dispute between the parties arising from this MOU will be resolved by amicable direct negotiations between the parties, or by any other means to which the parties mutually agree in writing.

VII. SIGNATURES

IN WITNESS WHEREOF, the parties have caused their duly authorized representatives to sign this MOU in three (3) originals in the English language, as of the date(s) set forth below.

For the

**Group of Eastern Partnership Regulators
for Electronic Communications Networks
and Services (EaPeReg Network)**



Mr Vakhtang Abashidze

**Commissioner, Georgian National
Communications Commission (GNCC)**

**For and on behalf of Mr Kakhi Bekauri
Chairman of GNCC and EaPeReg Chair 2019**

Date: 02/10/2019

Place: MERAKLION

For the

**The Body of European Regulators for
Electronic Communications (BEREC)**



Jeremy Godfrey

Chairman

Date: 02/10/2019

Place: MERAKLION

For the

**Agency for Support for the Body of European Regulators for Electronic Communications
(BEREC Office)**



László Ignéczi

Director

Date: 02/10/2019

Place: MERAKLION