

**MEMORANDUM OF UNDERSTANDING BETWEEN
THE BODY OF EUROPEAN REGULATORS FOR ELECTRONIC COMMUNICATIONS
AND THE CANADIAN RADIO-TELEVISION AND TELECOMMUNICATIONS COMMISSION
REGARDING TELECOMMUNICATIONS REGULATION**

**THE BODY OF EUROPEAN REGULATORS FOR ELECTRONIC COMMUNICATIONS
("BEREC") AND THE CANADIAN RADIO-TELEVISION AND TELECOMMUNICATIONS
COMMISSION (CRTC"), hereinafter referred to as the "Participants",**

CONSIDERING that BEREC, supported by the Agency for Support for BEREC (BEREC Office), 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;

CONSIDERING that the CRTC is an independent Canadian government agency serving as the national telecommunications and broadcasting regulatory authority for Canada;

SHARING an interest in effective telecommunications regulation that promotes competitive markets, technological innovation, and value for consumers;

WISHING to state their intent to form a cooperative relationship;

HAVE REACHED the following understanding:

1. PURPOSE

- (a) The purpose of this Memorandum of Understanding (MOU) is to encourage a cooperative relationship between the Participants that supports their respective efforts to address current and future regulatory challenges in both Europe and Canada, as well as to develop collegial working relationships between experts representing both Participants.
- (b) Further, this MOU is intended to facilitate the possibility of additional Cooperative Activities to be jointly determined and carried out by the Participants during the lifetime of this MOU. Such Cooperative Activities will be set out in separate, non-legally binding documents accepted by the Participants if and when they arise.

2. AREAS OF COOPERATION

(a) Cooperative Activities

The Cooperative Activities may include, but are not limited to:

- (i) BEREK-CRTC annual meetings: strategic discussions on common issues and arrangements on any future collaboration.
- (ii) Joint working groups and workshops: participation in meetings of the BEREK and CRTC as may be appropriate for the purpose of closer collaboration and knowledge sharing; and
- (iii) Information exchange (e.g., questionnaires, working papers, specific events, etc).
- (iv) Such Cooperative Activities may be conducted via electronic means or in-person meetings between experts representing both Participants.
- (v) The relevant terms and conditions (including, without limitation, those relating to financial, legal and operational matters, as well as to the respective roles of the Participants, if any) concerning the Cooperative Activities will be set forth in one or more non-legally binding written arrangements, project documents and/or other instruments negotiated, approved and signed separately by both Participants following the execution of this MOU.

(b) Regulatory Issues

- (i) The Participants intend to determine by mutual arrangement the regulatory issues to be addressed through their cooperative relationship and those issues may include, but are not limited to, the issues described in Annex 1.
- (ii) The Participants intend to determine, by mutual arrangement, the way in which the exchange of information on regulatory issues will be addressed, and those issues or joint tasks, if and when carried out, which may be set out in additional arrangements between the Participants. Said means of information exchange may include, but are not limited to, the creation of the *ad hoc* Joint working groups. Once established, descriptions and terms of reference for Joint working groups will be approved by the Participants and appended to this MOU.

3. MOU IMPLEMENTATION

(a) Cooperative Activities

The Participants will make the necessary arrangements to ensure implementation of their cooperative activities, as outlined in this MOU.

(b) Communication

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

(c) Rules and Procedures

Each Participant will carry out the Cooperative Activities under this MOU in accordance with its respective rules and procedures.

4. COSTS

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

5. GENERAL PROVISIONS

(a) Duration and Modification

- (i) This MOU will become effective on the date of its signature by both Participants' authorised representatives, and its provisions will remain applicable until this MOU is terminated in accordance with its terms.
- (ii) This MOU may only be modified or supplemented pursuant to a written amendment mutually accepted and signed by both Participants. Any such amendment will be annexed to and form an integral part of this MOU.
- (iii) This MOU may be terminated by either Participant by providing written notice to the other Participant 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, the BEREK will be represented by its sitting Chair and CRTC will be represented by its Chairperson. Both Participants may designate other representatives and focal points.

(c) Legal Enforceability

This MOU is not legally binding, but is a statement of the Participants' intent to form a cooperative relationship.

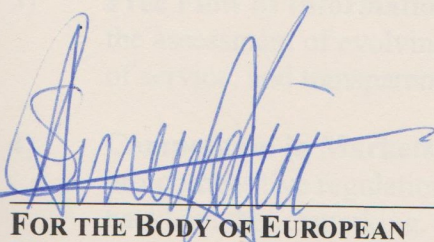
(d) Confidentiality

In exchanging documents under this MOU, any document which either Participant wishes to maintain as confidential will be clearly marked as confidential prior to the exchange. The Participants will exercise the utmost diligence to protect any such received document from public disclosure and maintain its confidentiality, to the extent permitted by the recipient Participant's applicable laws and regulations.

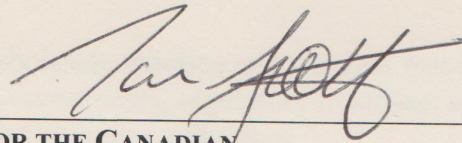
6. **DIFFERENCE OF INTERPRETATION AND APPLICATION**

Any difference of interpretation and application between the Participants arising from this MOU will be resolved by amicable direct negotiations between the Participants. In the event that representatives of the Participants cannot resolve the difference of interpretation and application, the matter will be determined via mutual arrangement of the BEREC sitting Chair and the CRTC Chairperson.

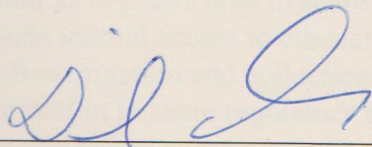
SIGNED in duplicate at _____, on this _____ day of _____ 2022, in the English and French languages, each version being equally valid.



**FOR THE BODY OF EUROPEAN
REGULATORS FOR ELECTRONIC
COMMUNICATIONS**



**FOR THE CANADIAN
RADIO-TELEVISION AND
TELECOMMUNICATIONS COMMISSION**



**FOR THE AGENCY FOR SUPPORT FOR
THE BODY OF EUROPEAN REGULATORS
FOR ELECTRONIC COMMUNICATIONS**

ANNEX 1

Regulatory Issues of Interest to the Cooperative Relationship

Regulatory issues of interest to the cooperative relationship between the Participants may include, but are not limited to, the following matters:

- 1) **Next Generation Access and Broadband Development**, including copper retirement, future investment stimulation, new technological approaches, closing the broadband gap, and broadband performance measurement.
- 2) **Consumer Protection**, including consumer education and empowerment, best practices for promoting equivalent access for vulnerable consumers, and unsolicited communications.
- 3) **Free Flow of Information / Network Neutrality and Open Internet**, including the assessment of evolving approaches to traffic management, zero-rating, quality of service, and transparency.
- 4) **Competition in Markets**, including wholesale wireline and wireless frameworks, pro-competitive regulation to promote investments, regulatory treatment of backhaul, benchmarking, and retail sales practices and prices.
- 5) **Digital Communications Platforms**, including market trends, consumer behavior, and regulations.

To facilitate discussion of regulatory issues, the Participants will cooperate insofar as is practicable to share reports and regulatory best practices. Cooperation may include mutual access to contact lists of relevant employees of either Participant to enable the dissemination and collection of questionnaires, reports and any other valuable information to share regulatory best practices to address the regulatory issues of interest.