

Memorandum of Understanding between the United States Federal Communications Commission and the Body of European Regulators for Electronic Communications (BEREC)

WHEREAS, the United States Federal Communications Commission (FCC) is an independent United States government agency serving as the national telecommunications authority for the United States;

WHEREAS, the Body of European Regulators for Electronic Communications (BEREC) supported by an Office situated in Riga/Latvia, is an independent European Union (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 telecommunication rules throughout the European Union;

WHEREAS, the FCC and BEREC (hereinafter collectively referred to as “the Participants”) entered into an initial Memorandum of Understanding (MOU) in March 2012 (March 2012 MOU) and a subsequent MOU in July 2018 (July 2018 MOU);

WHEREAS, the Participants recognize the important bilateral partnership between the FCC and BEREC based on a shared interest in effective electronic telecommunications regulation that promotes competitive markets, technological innovation, and reducing the digital divide;

WHEREAS, the Participants acknowledge the important role that the regulatory bodies of both Participants play in promoting the development of electronic communications services in both the United States of America and the EU;

WHEREAS, the Participants are determined to strengthen the relationship between the Participants by means of increased engagement and regulatory policy dialogue and wish to enter into a new MOU;

NOW, THEREFORE, the FCC and BEREC have reached the following understandings in the spirit of mutual benefit and institutional cooperation.

ARTICLE I. PURPOSE

- A. Through cooperation consistent with this MOU, the Participants intend to establish a non-binding mechanism for the mutually beneficial exchange of ideas in the field of electronic communications regulatory policy and other relevant topics related to the digital economy

in the common interest of both organisations, with the purpose of contributing to the development of advanced electronic communications in both the United States of America and the EU.

- B. The Participants intend to carry out information exchange and technical cooperation in the field of electronic communications and related facilities/services, in accordance with their respective national laws, regulations and international obligations and within the limits of their respective annual budgetary appropriations and their respective mandates.

ARTICLE II. SCOPE

- A. The Participants have identified specific areas of common interest, as set forth in Appendix I.
- B. Cooperation between the Participants in these areas may be carried out through activities that include but are not limited to:
 - 1. Information exchanges, including the sharing of the technical skill sets and specialized knowledge of the Participant's respective staffs, and best practices sharing;
 - 2. Bilateral meetings, seminars, and workshops, either through digital videoconferences (DVCs) or through in-person meetings between experts representing both participants; and/or
 - 3. Other forms of cooperation as may be mutually deemed appropriate.

ARTICLE III. IMPLEMENTATION

- A. **FUNDING AND RESOURCES:** This MOU does not obligate funds for any particular expenditure, nor does it authorize the transfer of funds or resources. For activities contemplated by this MOU, each Participant is expected to cover its own costs and resources in relation to those activities, subject to governing law and subject to the availability of funds, within the limit of the Participants' respective annual budgetary appropriations.¹
- B. **DESIGNATED POINTS OF CONTACT:** In order to facilitate the implementation of this MOU and associated activities, Participants list in Appendix I initial points of contact which may change over time.
- C. **RULES AND PROCEDURES:** Each party intends to operate according to its respective rules and procedures.

¹ With respect to the FCC, to the extent that activities contemplated under this MOU would require the obligation of funds and/or reimbursement, a separate agreement would be executed as appropriate by officials with authority to obligate funds prior to the period of performance.

ARTICLE IV. GENERAL PROVISIONS

- A. **COMMENCEMENT:** Cooperation under this non-binding MOU is intended to commence on the date it is signed by the Participants and the terms of this MOU shall supersede any prior arrangements and understandings entered into between the FCC and BEREC, including the March 2012 MOU and the July 2018 MOU.
- B. **DURATION:** The Participants intend to carry out their cooperative activities under this MOU for an initial period of one year. The MOU is intended to automatically renew for an additional one-year period at the end of the initial term and on an annual basis thereafter.
- C. **DISCONTINUATION:** Either Participant may discontinue cooperation under this MOU at any time. A Participant is expected to provide written notice of its intent to discontinue cooperation under this MOU, and the discontinuation of the MOU will be effective immediately upon receipt of such written notice.
- D. **MODIFICATION:** This MOU may be modified at any time with mutual consent in writing.
- E. **CONFIDENTIALITY:** In exchanging documents under this MOU, any document which either Participant wishes to maintain as confidential shall be clearly marked as confidential prior to the exchange. Participants intend to 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 national laws and regulations.
- F. **CONSULTATION:** Any difference in views concerning the interpretation of this MOU is expected to be resolved through friendly consultation between the Participants.

ARTICLE V. LEGAL ENFORCEABILITY

This MOU does not create any legal and binding international rights or obligations for either Participant, but serves as a statement of the Participants' intent to enter into a cooperative relationship. It does not modify or supersede any domestic or international laws, regulations and agreements in force applying to the United States or the member countries of BEREC.

Signed at Washington D.C. on 12 September 2022, in English.

On behalf of FCC:



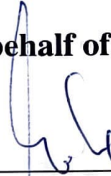
Jessica Rosenworcel
Chairwoman, United States Federal Communications Commission

On behalf of BEREC:



Annemarie Sipkes
Chair, Body of European Regulators for
Electronic Communications (BEREC)

On behalf of BEREC Office:



László Ignécz
Director of the Agency for Support for Body
of European Regulators for Electronic
Communications (BEREC Office)

APPENDIX I:

In order to define the scope of the cooperative activities proposed by the attached MOU, the Participants have reached the following understanding.

I. TOPICS

Pursuant to Article II.A of the MOU, the Participants have identified the following topics of mutual interest:

- A. Cooperation on electronic communications regulatory policy and other relevant topics related to the digital economy in the common interest of both organisations;
- B. Encouraging and accelerating investment in broadband infrastructure deployment;
- C. Promotion of 5G, 6G, and beyond;
- D. Market shaping and competition aspects of spectrum management;
- E. Sustainability in the information and communications technology (ICT) sector;
- F. Robocall and other automated calls' mitigation and prevention.

Cooperation under this Work Plan may include, but is not limited to, the aforementioned topics. The Participants may identify other topics of mutual interest, and this list may be modified, in writing, as necessary by mutual consent.