

**MEMORANDUM OF UNDERSTANDING BETWEEN
THE OFFICE OF COMMUNICATIONS AND THE BODY OF EUROPEAN
REGULATORS
FOR ELECTRONIC COMMUNICATIONS**

THE BODY OF EUROPEAN REGULATORS FOR ELECTRONIC COMMUNICATIONS (“BEREC”) AND THE OFFICE OF COMMUNICATIONS (“OFCOM”), hereinafter referred individually as “Participant” and collectively as the “Participants”,

CONSIDERING that BEREC, supported by the Agency for Support for BEREC (BEREC Office), 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 electronic communication framework throughout the EU;

CONSIDERING that Ofcom is the communications regulator of the United Kingdom of Great Britain and Northern Ireland and is tasked with regulating fixed-line and mobile telecoms, TV and radio broadcasting, video on-demand and online services, post and radio spectrum;

CONSIDERING THAT both BEREC and Ofcom have an interest in effective telecommunications regulation that promotes competitive markets, technological innovation, and value for consumers;

CONSIDERING THAT both BEREC and Ofcom wish to state their intent to form a cooperative relationship:

NOW, THEREFORE, BEREC AND OFCOM HAVE REACHED the following Understanding:

1. PURPOSE

- (a) The purpose of this Memorandum of Understanding (hereinafter referred to as “MOU”) is to encourage a cooperative relationship between the participants that supports their respective efforts to address current and

future regulatory challenges in both the EU and the United Kingdom, as well as to develop collegial working relationships between experts representing both Participants.

- (b) Further, this MOU is intended to facilitate the possibility of Cooperative Activities jointly determined and carried out by the Participants during the duration of this MoU.

2. AREAS OF COOPERATION

(a) Cooperative Activities

The activities may include, but are not limited to:

- i. BEREC-Ofcom annual meetings: strategic discussions on common issues and arrangements on any future collaboration.
- ii. Joint working groups and workshops: participation in meetings of the BEREC and Ofcom 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, 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, and agreed upon by Participants following the execution of this MOU.

(b) Regulatory Issues

- i. The participants have determined by mutual arrangement the regulatory issues to be addressed through their cooperative activities as follows:
 - *Promoting full connectivity;*
 - *Supporting competition-driven and open digital ecosystems;*
 - *Empowering end users;*
 - *Contributing to environmentally sustainable, secure and resilient digital infrastructures.*

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 will 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 agreed and signed by both Participants. Any such amendment will be annexed to this MOU and will form an integral part hereof.
- 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 and Focal Points

For the purposes of communications or notices with respect to this MOU the BEREK will be represented by its sitting Chair and Ofcom will be represented by its Corporation Secretary. Both Participants may designate other representatives and focal points for the day-to-day implementation of this MOU as follows:

For Ofcom:

Ofcom, Riverside House, 2a Southwark Bridge Road, London SE1 9HA,
United Kingdom

Camilla Bustani, Director, International, Ofcom.

Camilla.Bustani@ofcom.org.uk / Ofcom.International@ofcom.org.uk

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

berec@berec.europa.eu

(c) Legal Enforceability

This MOU is not intended to create legally binding obligations for either Participant, but it serves as a statement of the Participants' intent to form a cooperative relationship.

The participation of BEREC and the BEREC Office in this MOU operates strictly within their respective mandates and existing institutional frameworks and shall not be interpreted as representing the official position of the EU.

(d) Confidentiality

When exchanging documents under this MOU, any document that either Participant wishes to maintain as confidential shall be clearly marked as "Confidential" prior to its exchange. The Participants agree to exercise the utmost diligence into protecting any received document from public disclosure and in maintaining its confidentiality, to the extent permitted by the applicable laws and regulations of the recipient Participant.

(e) Personal Data Protection

The Participants will aim to comply with applicable data protection laws and implement measures to protect personal data exchanged under this MOU, ensuring it is processed solely for the MOU's purposes.

6. DIFFERENCE OF INTERPRETATION AND APPLICATION

Any difference of interpretation and application between the Participants arising

from the interpretation or application of this MOU shall 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 Ofcom Corporation Secretary.

7. SIGNATURES

**ON BEHALF OF THE OFFICE OF
COMMUNICATIONS**



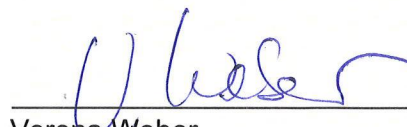
Veronica Branton, Corporation Secretary,
Office of Communications
(Ofcom)

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



Marko Mišmaš Chair,
Body of European Regulators for
Electronic Communications (BEREC)

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



Verena Weber
Director,
the Agency for Support for Body of
European Regulators for Electronic
Communications (BEREC Office)