



**MEMORANDUM OF UNDERSTANDING IN THE FIELD OF ELECTRONIC  
COMMUNICATIONS REGULATION  
BETWEEN**

**THE NATIONAL REGULATORY AGENCY FOR ELECTRONIC  
COMMUNICATIONS AND INFORMATION TECHNOLOGY, REPUBLIC OF  
MOLDOVA  
and**

**THE COMMUNICATIONS REGULATION COMMISSION, REPUBLIC OF  
BULGARIA**

**REGARDING COOPERATION AND EXCHANGE OF INFORMATION IN  
ELECTRONIC COMMUNICATIONS REGULATION**

The National Regulatory Agency for Electronic Communications and Information Technology of Moldova (ANRCETI) and the Communication Regulation Commission (CRC) of Bulgaria,

HEREINAFTER referred to as "the Parties",

ACKNOWLEDGING the good cooperation relations between the Parties,

RECOGNIZING the mutual interest in establishing a cooperation partnership in the regulation of electronic communications sector,

TAKING INTO ACCOUNT that the cooperation between the two Parties would contribute to the development of consistent regulatory practices in both countries,

RECOGNIZING that both Parties shall benefit from the mutual cooperation through information exchange,

BEING AWARE that the cooperation in electronic communications shall enable the further development of relations between the Parties,

have agreed as follows:

## **Article 1. Cooperation Objective**

- (1) The main objective of this Memorandum of Understanding is to establish the framework for cooperation and information exchange between the Parties, in compliance with their duties and within their competence, in the field of regulation and supervision of activities in electronic communications in accordance with the national legislation of the relevant countries and the European Union legislation. For this purpose, the Parties may conduct joint activities.
- (2) The cooperation shall mainly promote the exchange of information regarding the legislation applicable to electronic communications, exchange of experience regarding the regulation and consultations in these areas.
- (3) The Parties expect this cooperation to support their regulatory activities intended to promote competition in electronic communications, end-user interests, in line with best EU and international practices.

## **Article 2. Areas of Cooperation**

- (1) For the purpose of strengthening the institutional capacity of the Parties, the cooperation between them shall be targeted at the following issues:
  - a) Regulation of electronic communications markets, including management of limited electronic communications resources;
  - b) Exchange of experience during international seminars, conferences;
  - c) Conducting joint workshops, seminars, conferences;
  - d) Organization of mutual consultations to promote the cooperation and exchange experience pertaining to a large spectrum of activities in electronic communications;
  - e) Promotion of a competitive environment in electronic communications;
  - f) Prevention of actions aimed at or resulting in distortion or restriction of competition in electronic communications;
  - g) Strengthening the institutional capacity of the two Parties;
  - h) Promotion of technical innovations in electronic communications;
  - i) Cooperation with other international regulatory authorities or organizations acting in the field of electronic communications.

## **Article 3. Cooperation Tools**

- (1) The Parties shall cooperate through the following:
  - a) Exchange of experience and documentation of professional nature, non-confidential or unclassified, connected with the activity of the Parties;
  - b) Organization of bilateral consultations, both at management and expert level;
  - c) Designation of focal points and identification of communication mechanisms, including the establishment of expert teams, in order to achieve the objectives of this Memorandum of Understanding;
  - d) Encouragement of best practices to be applied in the regulation of electronic communications;
  - e) Analysis of relevant case studies in electronic communications;



- f) Other forms of cooperation agreed upon by the Parties, on basis of specific cooperation proposals, as an expression of subsequent coordinated or joint actions of the Parties.
- (2) The Parties shall meet regularly to review the progress made and, eventually, to discuss new ways to enhance cooperation through joint activities and through the forums (groups) of national regulatory authorities or to explore potential synergies.

#### **Article 4. Financial Aspects**

- (1) Each Party shall cover its own costs incurred in performing the activities under this Memorandum of Understanding.
- (2) Cooperation activities referred to in this Memorandum of Understanding shall be fulfilled provided that the necessary funds and other resources are available to the Parties.
- (3) In case the measures adopted for the implementation of this Memorandum of Understanding give rise to financial or legal obligations whatsoever, the Parties shall conclude a separate agreement, under the financial rules and regulations of both Parties, before adopting such measures.

#### **Article 5. Amendments**

- (1) This Memorandum of Understanding can be amended by the Parties through additional acts.
- (2) The additional acts referred to in paragraph (1) shall be concluded in written form and be an integral part of this Memorandum of Understanding, the provisions of Article 7 being duly applicable.

#### **Article 6. Dispute Settlement**

- (1) The Parties commit to comply, exactly and in good faith, with the provisions of this Memorandum of Understanding.
- (2) Any disputes concerning the application or the interpretation of this Memorandum of Understanding shall be settled as early as possible, amicably.

#### **Article 7. Confidentiality of information**

- (1) Each Party shall ensure the confidentiality of the information received from the other Party.
- (2) The information received within the framework of this Memorandum of Understanding shall not be disclosed to a third party without the written permission of the Party which has provided this information.

#### **Article 8. Final Provisions**

- (1) This Memorandum of Understanding is concluded for a one-year timeframe and enters into force on the date it is signed by the Parties.
- (2) This Memorandum of Understanding shall be tacitly renewed for successive one-year timeframes, unless either Party notifies the other Party in writing of its intention to terminate this Memorandum of Understanding, at least 60 days before its expiry.

- (3) The Memorandum of Understanding may be terminated anytime, in writing, by either Party 60 days upon prior notice to the other.
- (4) In the event of termination, the Parties shall ensure the immediate end of all joint activities, correctly and without delay.
- (5) No provision of this Memorandum of Understanding shall impose any legal or financial obligations to any of the Parties.
- (6) This Memorandum of Understanding shall not affect any rights and obligations under any international treaties of the relevant countries and agreements of Parties, international commitments and the national legislation of each relevant country

Signed on March 12, 2014, in Chisinau, Republic of Moldova, in three original copies, in Romanian, Bulgarian and English languages, all texts being equally authentic. In the case of divergences of the interpretation of this Memorandum of Understanding, the English text shall prevail.

**For and on behalf of the  
National Regulatory Agency for Electronic  
Communications and Information  
Technology, Moldova**

**Grigore Varanita  
Director**

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**For and on behalf of the  
the Communications Regulation Commission,  
Bulgaria**

**Veselin Bozhkov, PhD  
Chairman**

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