

**MEMORANDUM OF UNDERSTANDING**

**BETWEEN**

**THE NATIONAL AUTHORITY FOR MANAGEMENT AND REGULATION  
IN COMMUNICATIONS OF ROMANIA**

**AND**

**THE PRESIDENT OF THE OFFICE OF ELECTRONIC COMMUNICATIONS  
OF THE REPUBLIC OF POLAND**

**IN THE FIELD OF ELECTRONIC COMMUNICATIONS AND POSTAL SERVICES**

**The National Authority for Management and Regulation in Communications of Romania (ANCOM), and the President of the Office of Electronic Communications of the Republic of Poland (UKE), hereinafter together referred to as “the Participants”,**

**Proceeding** to further extend friendly relations on the basis of equality and mutual benefit,

**Recognizing** the importance that electronic communications and postal services have in the development of social and economic welfare of Romania and the Republic of Poland

**Considering:**

- common base for plans and programs, and their readiness to maintain regular contacts and to develop practical cooperation on matters relating to electronic communications services and postal services,
- the benefits that may accrue to the Participants from mutual cooperation in matters concerning exchange of information, experience and documentation related to the development of electronic communications and postal services regulation in both countries,

**convinced** of the need for and desirability of greater cooperation between the Participants,

hereby agree to cooperate with the purpose of exchange of information and experience as follows:

### **Article 1**

The purpose of this Memorandum of Understanding is the exchange of information between the Participants concerning the development of policies and strategies in the field of electronic communications and postal services in Romania and the Republic of Poland

### **Article 2**

The Participants shall also exchange, when appropriate, information on their national legal regulations regarding electronic communications and postal services, including any amendments thereto.

### **Article 3**

Information acquired under mutual cooperation between the Participants shall not be disclosed to third parties without the prior written consent of the issuing Participant, unless that information is already publicly available, according to the national law of the issuing Participant. Each Participant will clearly state which provided information is publicly available, according to its national law. The data provided pursuant to this Memorandum of Understanding shall be updated on an annual basis.

#### **Article 4**

The exchange of information under this Memorandum of Understanding shall be subject to the provisions of national law of the Participants.

#### **Article 5**

Expert level delegations may be exchanged regularly or when appropriate ad hoc for the study of the technical, legal and other aspects of national regulatory activities.

#### **Article 6**

The Participants shall, when appropriate, inform each other of and extend invitations for international symposia and conferences organized under their auspices.

#### **Article 7**

The cooperative activities carried out under this Memorandum of Understanding shall be subject to the availability of funds and resources of each Participant. Each Participant shall bear the costs of its activities under this Memorandum of Understanding.

#### **Article 8**

High level officials of the Participants shall meet, when appropriate, for consultations to review the implementation of the present Memorandum of Understanding, to set the priorities for cooperation within its framework for the next term, and to exchange views and take, where appropriate, joint actions and positions at European and other international organizations related to the electronic communications and postal sector.

#### **Article 9**

The Participants will review the results and their cooperation under this Memorandum of Understanding on a biennial basis. When appropriate, the Participants will consider the need for improvements in their cooperation and make suitable proposals for modifying the scope of this Memorandum of Understanding.

#### **Article 10**

The provisions of this Memorandum of Understanding are not legally binding for the Participants, shall not be interpreted as an international agreement within the meaning of the Vienna Convention on the

law of Treaties done at Vienna on 23 May 1969 and shall not entail rights and obligations in the international law area.

### **Article 11**

With the consent of both Participants, amendments and additions may be incorporated into this Memorandum of Understanding, documented as protocols, which constitute an integral part of this Memorandum of Understanding.

### **Article 12**

This Memorandum of Understanding becomes effective on the date set forth below and may be terminated by either Participant one (1) month upon written prior notice to the other.

Done in Bucharest, on 28 September 2022 in Romanian, Polish, and English language, in two original copies each, all the texts being equally authentic. In case of occurrence of any divergence for the purposes of interpreting this Memorandum, the English text shall prevail.

**On behalf of the National Authority for  
Management and Regulation in  
Communications of Romania**

**Vlad Ștefan STOICA, President**

**President of the Office of  
Electronic Communications  
of  
the Republic of Poland**

**Jacek OKO**