



**Memorandum of Understanding between the
National Authority for Management and Regulation in Communications of
Romania
and the United States Federal Communications Commission**

The National Authority for Management and Regulation in Communications of Romania (ANCOM) and the United States Federal Communications Commission (FCC), hereinafter collectively referred to as the “Participants”,

RECOGNIZING the importance of cooperation between the two institutions in the field of communications, and the Participants’ desire to promote bilateral cooperation on telecommunications policy,

CONSIDERING the important role that the regulatory bodies of each country play in promoting the development of telecommunications, competitive markets, technological innovation, and closing the digital divide in their respective countries,

DETERMINED to strengthen the relationship between the Participants by means of increased engagement in regulatory policy dialogue, and

BEARING IN MIND the respective laws and regulations in force in each country, the benefits to be derived by the exchange of information on policies and practices, and the Participants’ available resources;

WELCOME the following Memorandum of Understanding (MOU) in the spirit of mutual benefit and institutional cooperation.

SECTION I. PURPOSE

- A. Through cooperation consistent with this MOU, the Participants intend to establish a non-binding framework for the mutually beneficial exchange of ideas in the field of telecommunications regulatory policy, with the purpose of contributing to the development of advanced communications in their respective countries. This MOU does not create any legal and binding 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 or agreements in force applying to the United States or Romania. The provisions of this MOU 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.

- B. The Participants intend to carry out information exchange and technical cooperation in

the field of telecommunications 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.

SECTION II. SCOPE

- A. The Participants have identified the topics of mutual interest below and may identify other topics of mutual interest in the future.
 - 1. Satellite regulatory policy including satellite frequency monitoring;
 - 2. Broadband infrastructure deployment;
 - 3. Spectrum management, coordination, and policy;
 - 4. Robocall mitigation and prevention;
 - 5. Telecom networks and services security and resilience;
 - 6. Cooperation and exchange of information within international organizations related to the electronic communications sector
 - 7. Other telecommunications regulatory issues of mutual interest

- B. Cooperation between the Participants in these areas may be carried out through activities that include:
 - 1. Meetings, seminars, trainings, and workshops, either through digital platforms like digital videoconferences (DVCs) or through the deployment of duly qualified personnel;
 - 2. Exchanges of experiences, best practices, and relevant scientific and technical information;
 - 3. Exchange of views and, where appropriate, joint actions and positions within international organizations related to the electronic communications sector; and/or
 - 4. Other forms of cooperation as may be mutually deemed appropriate.

SECTION 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. To the extent that activities contemplated under this MOU would require the obligation of funds and/or reimbursement of one or more of the Participants, a separate agreement would be executed as appropriate by officials with authority to obligate funds prior to the period of performance.

- B. **DESIGNATED POINTS OF CONTACT:** In order to facilitate the implementation of this MOU and associated activities, Participants list below initial points of contact which may change over time:

SECTION IV. GENERAL PROVISIONS

- A. **COMMENCEMENT:** Cooperation under this non-binding MOU is intended to commence on the date it is signed by the Participants.
- 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 becomes effective immediately upon receipt of such written notice. The discontinuation of this MOU does not prejudice the programs or activities under the MOU that have not been concluded at the time of discontinuation, unless the Participants determine otherwise.
- D. **MODIFICATION:** This MOU may be modified at any time with mutual decision of the Participants in writing.
- E. **CONFIDENTIALITY:** In exchanging documents under this MOU, in the event either Participant exchanges a document(s) which they wish to maintain as confidential, such document should be clearly marked as confidential prior to the exchange. The Participants intend to exercise the utmost diligence to protect any such received document from public disclosure, use it only for the purposes specified in this MOU, and

maintain its confidentiality in the course of the MOU and following the discontinuation of this MOU, to the extent permitted by the recipient Participant's national laws and regulations.

F. **PRESS INQUIRIES OR MEDIA ANNOUNCEMENTS:** Any public announcement or response to press inquiries in relation to any confidential information exchanged consistent with this MOU should not be made publicly available without the prior written consent of the other Participant except to the extent required by the Participant's national laws and regulations, following a request made consistent with the process for requesting such information established by the Participant's national laws and regulations.

G. **CONSULTATION:** Any difference in views concerning the interpretation of this MOU is expected to be resolved amicably through consultation between the Participants.

Signed **on 26 September 2022**, in two original copies in English.

On behalf of FCC:

On behalf of ANCOM:

Jessica Rosenworcel
Chairwoman, United States Federal
Communications Commission

Vlad Ștefan Stoica
President, National Authority for
Management and Regulation in
Communications of Romania

Date: _____

Date: _____

Place: _____

Place: _____