



**MEMORANDUM OF UNDERSTANDING**

**ON ENABLING THE COOPERATION AND EXCHANGE OF INFORMATION IN  
THE ELECTRONIC COMMUNICATIONS FIELD**

**BETWEEN**

**THE NATIONAL AUTHORITY FOR COMMUNICATIONS (ANACOM)**

**AND**

**THE GEORGIAN NATIONAL COMMUNICATIONS COMMISSION (COMCOM)**

**The Georgian National Communications Commission,**

and

**The National Authority for Communications of Portugal,**

hereinafter referred to as the Parties,

recognizing the sound relations of cooperation between the two Parties,

recognizing the mutual interest for establishing collaboration partnerships in the field of electronic communications regulation,

having regard to the fact that cooperation between the two Parties would contribute to the development of consistent regulatory practices in this particular area,

acknowledging that cooperation through exchange of information in the areas of mutual interest shall benefit both Parties,

being aware of the fact that such cooperation in the electronic communications field facilitates the development of further relations between the Parties,

wishing to develop and improve the cooperation in the electronic communications services field,

hereby agree on the following:

## **ARTICLE 1**

### **Cooperation Objective**

(1) The main objective of this Memorandum of Understanding is to establish non-binding framework for the cooperation and exchange of information and experience between the two Parties, in compliance with their legal powers in the area of regulation and monitoring of activities in the electronic communications sector. To this end, the Parties are entitled to carry out joint activities.

(2) The Parties anticipate that such cooperation shall uphold the regulatory activities undertaken by both Parties with a view to promoting competition in the electronic communications sector and the protection of end-user's interests.

## **ARTICLE 2**

### **Areas of Cooperation**

In order to enhance the institutional capacity of the Parties, the main directions of the cooperation between the two Parties shall encompass the following areas:

- a. exchange of information and experience in the electronic communications sector;
- b. organisation of joint seminars, conferences and forums, in the electronic communications sector.

## **ARTICLE 3**

### **Cooperation Scope**

- (1) The scope of mutual cooperation by the parties includes:
- a. Infrastructure Mapping - legal, technical and IT aspects
  - b. BCRD implementation - legal, economic (tariff calculation methodology), technical and IT aspects
  - c. QoS – end users
  - d. Spectrum Management.
  - e. Other issues agreed by the Parties.

## **ARTICLE 4**

### **Cooperation Instruments**

- (1) The instruments of cooperation between the Parties are as follows:
- a. exchange of non-confidential or non-classified information and documents of professional nature, resulted from the Parties' activity;
  - b. organisation of bilateral consultations, both at management and expert levels in order to study technical, legal and other aspects of national regulatory activities;
  - c. setting up of contact points and of communication mechanisms in view of reaching the objective under this Memorandum of Understanding,
  - d. participation in relevant events held in the two countries, including workshops, seminars, study visits;
  - e. inform each other of and extend invitations for international symposia and conferences organized under their auspices;
  - f. encouragement of the enforcement of best regulatory practices in the electronic communications sector;
  - g. analysis of relevant case studies in the electronic communications sector;
  - h. other forms of collaboration agreed by the Parties, based on the specific proposals of cooperation, as an expression of future coordinated or joint actions of the two Parties.

(2) The two Parties shall meet on a biennial basis in order to assess the progress made, to set priorities for cooperation within the framework of the next term and, if appropriate, to consider new approaches for improving the collaboration, including by means of joint activities, or to explore potential synergies. Also, the two Parties can agree joint actions and

positions at European and other international organizations level related to the electronic communications sector.

**ARTICLE 5**  
**Financial Issues**

Each Party shall bear its own costs as a result of the activities carried out under this Memorandum of Understanding.

**ARTICLE 6**  
**Amendments**

- (1) The Parties may amend this Memorandum of Understanding via supplementary acts.
- (2) The supplementary acts mentioned under paragraph (1) shall be concluded in a written form and shall constitute an integral part of this Memorandum of Understanding.

**ARTICLE 7**  
**Reconciliation of Disputes**

- (1) The Parties commit to observe precisely and in good faith the provisions under this Memorandum of Understanding.
- (2) Any dispute between the Parties relating to the enforcement, respectively interpretation of this Memorandum of Understanding shall be settled amicably, in the shortest time possible.

**ARTICLE 8**  
**Final Provisions**

- (1) This Memorandum of Understanding has an initial validity period of 2 years and shall enter into force on the day it is concluded by both Parties.
- (2) This Memorandum of Understanding shall be tacitly renewed, for successive periods of 2 years, unless one of the Parties submit to the other Party a written notice of termination of this Memorandum of Understanding, at least 30 days prior to the expiry of the validity period.
- (3) Any of the Parties may end this Memorandum of Understanding at any time, by giving written notice and the termination produces its effects within one month from the notice of the other Party.
- (4) If termination has been noticed, the Parties shall take immediate measures for ending all joint activities carried out within the framework of this Memorandum of Understanding, in a fair manner and immediately.

(5) No provision under this Memorandum of Understanding sets up legally binding obligations for any Party.

(6) After the signing of the memorandum, the previously signed memorandum between the parties shall be declared void.

Done in 16 on 11 2023.

**On behalf of the  
Georgian National  
Communications Commission,  
ComCom**



**On Behalf of the  
National Authority for Communications of  
Portugal  
ANACOM**

