

# **MEMORANDUM OF UNDERSTANDING**

**BETWEEN**

**THE AUTORIDADE NACIONAL DE COMUNICAÇÕES (ANACOM)**

**AND**

**THE MALTA COMMUNICATIONS AUTHORITY (MCA)**

**ON ENHANCING COOPERATION AND EXCHANGE OF INFORMATION IN  
ELECTRONIC COMMUNICATIONS, POSTAL SERVICES, AND OTHER  
REGULATED SECTORS**

MALTA, NOVEMBER 2023



The **Autoridade Nacional de Comunicações** (Portugal), hereinafter referred to as ANACOM, duly represented by Mr João Cadete de Matos, Chairman,

And

The **Malta Communications Authority** (Malta), hereinafter referred to as MCA, duly represented by Mr Jesmond Bugeja, Chief Executive Officer,

hereinafter collectively referred to as "the Participants", and individually as the "Participant".

Whereas the Participants:

- i. recognise the fundamental role that efficient communications play in the economic and social development and well-being of populations;
- ii. acknowledge the good relationship between the Participants and their mutual interest in strengthening cooperative relationship in the fields of electronic communications and postal services and in other regulated sectors falling within the remit of both Participants;
- iii. consider the relevant roles that the Participants assume in promoting the sectors' development;
- iv. recognise the value of a memorandum of understanding as an instrument for pursuing specific actions, creating an institutional framework of a lasting nature;
- v. acknowledging that cooperation through exchange of information, ideas, personnel, skills, and experiences in the areas of mutual interest, will benefit both Participants,

**HEREBY CONFIRM** their understanding and intentions as follows:



## PARAGRAPH 1

### Cooperation Objective

1.1 The purpose of this Memorandum is to establish a flexible non-binding framework for technical and institutional cooperation, exchange of information, and experience in matters related to the Participants' activities in compliance with their legal powers, as national regulatory authorities for the electronic communications, postal and other regulated sectors.

1.2 The Participants anticipate that such cooperation will uphold the regulatory activities carried out by both Participants and provides an opportunity to promote international best practices to the benefit of their markets as well as to their citizens while contributing to the markets' development in their respective countries.

## PARAGRAPH 2

### Areas of Cooperation

The Participants intend to cooperate in the following main areas:

- i. regulation of resilient telecommunications networks (including 5G and beyond 5G/6G);
- ii. regulation of broadband networks;
- iii. submarine cables, including advancement of new technologies;
- iv. regulation of postal services and networks;
- v. enforcement of digital regulation within the remit of both Authorities, including the Digital Services Act;
- vi. collaboration in international *fora* in the telecommunications, postal and digital sectors;
- vii. other areas which may from time to time be jointly decided in writing.



## PARAGRAPH 3

### Means of Cooperation

3.1 The cooperation between the Participants in the areas described in Paragraph 2, will be carried out through:

- a) exchange of non-confidential and, or non-classified information and documents of professional nature within the scope of the Participants' common competences;
- b) participants' cooperation within the scope of participation in various international fora;
- c) participation in relevant events held in the two countries, including workshops, seminars, study visits;
- d) organisation of bilateral consultations, both at management and expert levels in order to study technical, legal and other aspects of national regulatory activities;
- e) informing each other of, and extend invitations for international symposia and conferences organized under their auspices;
- f) sharing of best regulatory practices including through the use of case studies;
- g) other forms of collaboration that may be accepted by the Participants, based on the specific proposals of cooperation.

3.2 It is implicit that every activity carried out under this Memorandum of Understanding is approved in writing beforehand by the appropriate representative of each Participant.

3.3 For the purposes of communication or notices with respect to this Memorandum of Understanding, each Participant will designate a focal contact point to ensure effective liaison between both Participants.

3.4 Without prejudice to the identification of general initiatives that are recognized as necessary by the Participants, the cooperation should be achieved through high-level and working-level meetings, to take place as often as deemed appropriate, in condition to be concurred between the Participants.

3.5 The two Participants will meet on annual 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.



## **PARAGRAPH 4**

### **Financial Matters**

4.1 Each Participant will bear its own costs as a result of the activities carried out under this Memorandum of Understanding.

4.2 Neither Participant will enter into a contract on behalf of the other Participant nor commit the other to any expenses without the other Participant's expressed written authority.

## **PARAGRAPH 5**

### **Amendments**

5.1 The Participants may amend this Memorandum of Understanding at any time in writing through an exchange of correspondence between both Participants in order to include specific activities.

5.2 The amendments mentioned in Paragraph 5.1 will be concluded in a written form approved by both Participants and will constitute an integral part of this Memorandum of Understanding.

## **PARAGRAPH 6**

### **Information Confidentiality**

6.1 The Participants intend to exchange information in the areas described in Paragraph 2 hereof in good faith but do not represent, warrant, or decide that it must be exhaustive or complete.

6.2 Information acquired under this Memorandum of Understanding will be deemed confidential and will not be disclosed by either Participant to a third party without prior written consent of the Participant from which it originated.

6.3 In the implementation of this Memorandum, the Participants will maintain high security standards and robust governance arrangements for the handling and processing of sensitive information.



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## **PARAGRAPH 7**

### **Reconciliation of Disputes**

7.1 The Participants commit to observe precisely and in good faith the provisions of this Memorandum of Understanding.

7.2 Any dispute between the Participants relating to the implementation, interpretation, or application of the provisions of this Memorandum of Understanding will be settled amicably through consultation and negotiation between the Participants in good faith and on the basis of mutual respect without reference to any third party or international tribunal, organization or forum and, in the shortest time possible.

7.3 The Participants acknowledge that this Memorandum will not be deemed as an international agreement and will not constitute or create any legal obligations governed by international law.

## **PARAGRAPH 8**

### **Period of validity and renewal**

8.1 This Memorandum of Understanding has an initial validity period of three (3) years and will be effective from the date of last signature.

8.2 This Memorandum of Understanding will be tacitly renewed, for successive periods of three (3) years, unless one of the Participants informs the other Participant by a written notice of termination of this Memorandum of Understanding, at least sixty (60) days prior to the expiry of the validity period.

8.3 Any of the Participants may end this Memorandum of Understanding at any time, by giving prior written notice and the termination produces its effects within one (1) month from the receipt of the notice of the other Participant.

8.4 If termination has been duly notified, the Participants will take immediate measures for ending all joint activities carried out within the framework of this Memorandum of Understanding, in a fair manner and immediately.

8.5 No provision under this Memorandum of Understanding sets up legally binding commitments or benefits for any Participant.



**IN WITNESS HEREOF**, the Participants, through their duly authorised representatives, hereby approve the provisions of this Memorandum of Understanding.

Signed on the \_\_\_\_\_ November 2023 in Malta, two original copies to be delivered to each of the Participants, in English language, both copies having equal value.

*Signed by:*

**João Cadete de Matos**  
Chairman of ANACOM



For and on behalf of  
Autoridade Nacional de Comunicações

*Signed by:*

**Jesmond Bugeja**  
Chief Executive Officer of MCA



For and on behalf of the  
Malta Communications Authority