

**MEMORANDUM OF UNDERSTANDING
BETWEEN
THE NATIONAL AUTHORITY FOR MANAGEMENT AND REGULATION IN
COMMUNICATIONS OF ROMANIA
AND
THE INFORMATION COMMUNICATION TECHNOLOGIES
AGENCY OF THE REPUBLIC OF AZERBAIJAN
ON ELECTRONIC COMMUNICATIONS, POSTAL SERVICES AND SPECTRUM
MANAGEMENT**

The Information Communication Technologies Agency of the Republic of Azerbaijan (ICTA) and

the National Authority for Management and Regulation in Communications of Romania (ANCOM),

Hereinafter referred to individually as “the Participant” and collectively as “the Participants”,

Whereas they realize the importance of cooperation, and they have the wish of enhancing the bilateral cooperation regarding electronic communications, postal services and spectrum management regulation,

And keep in mind the role played by the regulatory bodies in each country in enhancing development of these fields,

They aim to enhance the relationship between both Participants through increasing the participation in the dialogue regarding regulatory policies,

They take into consideration the relevant legislation applicable in each country, and the interests that can be obtained from the exchange of information, experience and skills about the applied policies and practices according to the available resources for them,

“The Participants” have reached the following understanding:

Paragraph 1 Purpose

- 1.1. Both Participants aim to cooperate in accordance with the provisions of this memorandum of understanding (MoU), the laws, regulations, rules and policies applicable in their countries, in addition to the international obligations of both Participants, within the limits of their annual budget allocations, and within the frame of their specialties, at establishing a nonobligatory mutually beneficial framework of thoughts and technical cooperation in the field of regulations, regulatory policies and practices regarding electronic communications, postal services, and spectrum management, with the objective of contributing to the development of advanced communications in their countries.
- 1.2. This MoU will not create or establish legal obligations on either Participant and would not be interpreted as it creates rights or obligations governed by international law.

Paragraph 2 Fields of Cooperation

- 2.1. The Participants intend to cooperate in the following fields of common interest:
 - 2.1.1. Spectrum management and monitoring;
 - 2.1.2. Electromagnetic Compatibility and Radio Equipment Testing;
 - 2.1.3. Broadband Mapping and Infrastructure Digitalization;
 - 2.1.4. Telecom networks and services security and resilience;
 - 2.1.5. Other regulatory aspects of electronic communications that are of common interest;
 - 2.1.6. Postal services regulation and development;
 - 2.1.7. Additional areas of cooperation may be identified by the mutual written consent of the Participants.
- 2.2. The Participants may cooperate in these fields, through forms that include:
 - 2.2.1. Meetings, seminars, training courses and workshops, either through digital platforms such as digital videoconferences, or through physical participation of representatives of the two participants, by duly participation of qualified employees;
 - 2.2.2. Exchange of experiences and the best relevant practices and information;
 - 2.2.3. Exchange of opinions, as appropriate, and, where appropriate, joint actions and positions, common procedures and situations within the international organizations;
 - 2.2.4. Other forms of cooperation that may be proper for both Participants.

Paragraph 3 Financial Matters

- 3.1. This MoU will not impose any financial obligations on either Participant towards the other.
- 3.2. The cooperation activities conducted under this MoU shall be subject to availability of funds and resources of both Participants.
- 3.3. Each Participant will respectively cover the costs and resources of its activities to be conducted under this MoU.
- 3.4. In cases where conducting the cooperation activities may lead to financial obligations, prior to executing those activities, both Participants will conclude a separate agreement, under the certified financial regulations of both Participants.

Paragraph 4 Protection of Confidential Information

- 4.1. Each Participant will protect the confident documents, information and other data received from or provided to the other Participant during the period of executing this MOU or any other agreements according to this MOU.
- 4.2. The foregoing will not be applicable to any documents, information or data that, due to its content, is already publicly available or is required to be disclosed under the provisions of the national legislation applicable for each Participant.
- 4.3. If disclosure of the above-mentioned documents, information or data is required by the national legislation applicable to one Participant, no prior consent of the other Participant regarding public disclosure is required nor should be requested in this case.
- 4.4. The Participants may publish information about the closure of the MOU. No prior consent of the other Participant regarding public disclosure is required nor should be requested in this case. In addition, no prior information of the other party is required in this case.
- 4.5. The Participants must maintain the confidentiality of the content of the MOU, unless disclosure is required by national legislation. No prior consent of other Participant regarding public disclosure is required nor should be requested in this case.

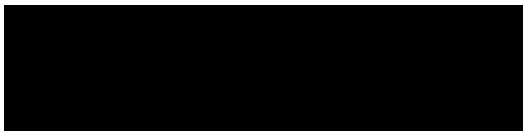


Paragraph 5 Protection of Intellectual Property Rights

- 5.1. The Participants will to protect and respect each other's intellectual property rights, in compliance with the national legislation applicable in each country, and the relevant international agreements, which each country is a party therein.

- 5.2. The Participants agreed to refrain from using the name, mark and/or official logo of the other Participant in any publications, documents and/or papers unless with a prior written approval. This provision does not apply to press releases or general announcements presented by Participants that relate to the cooperation between the two authorities.

Paragraph 6 Correspondences

- 6.1. Any correspondence or communication related to this MoU will be made in a written form and will be delivered in person or sent via fax, email or the registered mail to the other Participant through the following personnel. In case any change occurs in the contact personnel, the concerned party will notify the other party in writing as soon as possible.

Contact Points National Authority for Management and Regulation in Communications of Romania	Contact Points Information Communication Technologies Agency of the Republic of Azerbaijan
	
	

Paragraph 7 Settlement of Disagreements

- 7.1. Any disagreement that may arise between Participants about the interpretation or execution of any provision of this MoU will be amicably settled through negotiations and consultations between Participants.

Paragraph 8 Amendments

- 8.1. The provisions of this MoU may be subject to additional agreements in a written form signed by Participants. These amendments will become an integral part of this MoU. The additional agreements will enter into force from the date of signing by Participants and will be effective from the date of the latest signature.

Paragraph 9 Legal Status

- 9.1. This MoU is not an international agreement and does not create any rights and obligations under international law. No provision of this MoU may be considered and performed as a legal or financial obligation or commitment of Participants.
- 9.2. The provisions of this MoU will not affect the rights and obligations deriving from international agreements to which the States of the Participants are party.

Paragraph 10
MoU Enforcement, Effectiveness Period and Expiry

- 10.1. This MoU takes effect on the date of signing by both Participants and -will be effective as of the last date of its signing. This MoU will be concluded for a period of (3) three years and -will be automatically renewed for similar periods until either Participant cancels this MoU at any time, through submission to the other Participant of a prior written notice of its intention to cancel this MoU at least (3) three months prior to the desired cancellation date. Cancellation of this MoU will be without prejudice to the programs or activities conducted hereby that have not been completed at the time of cancellation, unless both Participants decide otherwise in writing.

IN WITNESS WHEREOF, “the Participants” hereto have executed this instrument on this 18 November 2025, in two original copies in English language.

For the
National Authority for Management
and Regulation in Communications of
Romania

Valeriu Ștefan Zgonea

President

For the
Information Communication Technologies
Agency of
the Republic of Azerbaijan

Nail Mardanov

Chairman of the Board