



MALTA COMMUNICATIONS AUTHORITY



AGENCY FOR ELECTRONIC COMMUNICATIONS AND  
POSTAL SERVICES

Usta Gora  
AGENCIJA ZA ELEKTRONSKE  
KOMUNIKACIJE I POŠTANSKU DJELATNOST

Broj 0102-6117/1

Podgorica, 02.10. 2023 god.

## MEMORANDUM OF UNDERSTANDING

BETWEEN

THE MALTA COMMUNICATIONS AUTHORITY (MCA)

AND

THE AGENCY FOR ELECTRONIC COMMUNICATIONS AND POSTAL  
SERVICES OF MONTENEGRO (EKIP)

ON ENABLING THE COOPERATION AND EXCHANGE OF INFORMATION IN  
ELECTRONIC COMMUNICATIONS, POSTAL SERVICES, AND OTHER  
REGULATED SECTORS

**The Agency for Electronic Communications and Postal Services of Montenegro**, hereinafter referred to as EKIP, duly represented hereon by Mr Branko Kovijanić, Council President,

and

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

hereinafter referred to as the “Participants”, and individually as the “Participant”.

**Whereas the Participants:**

- i. recognizing the mutual interest for establishing a collaboration in the field of electronic communications and postal services regulation and in other regulated sectors falling within the remit of both Participants,
- ii. acknowledging that cooperation through exchange of information, ideas, personnel, skills and experiences in the areas of mutual interest, will benefit both Participants,
- iii. being aware of the fact that such cooperation facilitates the development of further relations between the Participants,

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

**PARAGRAPH 1**  
**Cooperation Objective**

1.1 The main objective of this Memorandum of Understanding is to establish a non-binding framework for the cooperation and exchange of information and experience between the two Participants, in compliance with their legal powers in the area of regulation and monitoring of activities in the electronic communications sector, postal sector and in other regulated sectors falling within the remit of both Participants.

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.

**PARAGRAPH 2**  
**Areas of Cooperation**

The Participants intend to cooperate in the following main areas:

- i. regulation of electronic communications networks and services;
- ii. regulation of the postal market sector;
- iii. other regulated sectors 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 hereof, will be carried out through:

- a. exchange of non-confidential and, or non-classified information and documents of professional nature, resulting from the Participants' activities;
- 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. participation in relevant events held in the two countries, including workshops, seminars, study visits;
- d. inform each other of, and extend invitations for international symposia and conferences organized under their auspices;
- e. sharing of best regulatory practices including through the use of case studies;
- f. 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 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 under 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 has originated.



**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.

**PARAGRAPH 8**  
**Final Provisions**

8.1 This Memorandum of Understanding has an initial validity period of two (2) 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 two (2) years, unless one of the Participants informs the other Participant by a written notice of termination of this Memorandum of Understanding, at least thirty (30) 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 28. 09. 2023 in Budva Montenegro in two originals, each in English being equally valid and with both Participants retaining a copy.



**On behalf of the  
The Agency for Electronic  
Communications and Postal Services  
of Montenegro,  
EKIP**



**On Behalf of the  
Malta Communications Authority,  
MCA**

Date and Place:

*28. 09. 2023.  
Budva*

Date and Place:

*28. 09. 2023.  
Budva*