



Memorandum of Cooperation between the Telecommunications Regulatory Authority of Lebanon (TRA) and the

ICP - Autoridade Nacional de Comunicações (ICP- ANACOM)

The Telecommunications Regulatory Authority of Lebanon (TRA) and the ICP- Autoridade Nacional de Comunicações (ICP-ANACOM), hereinafter referred to as "the Parties";

Striving to promote the development of economic and cultural cooperation between the two authorities on the basis of the further development and strengthening of friendly relations between them;

Recognizing the importance of telecommunications to the economic development of the two authorities' respective countries;

Recognizing the interests of all stakeholders, end-users, as well as the Lebanese and Portuguese societies regarding effective and efficient regulation activity;

Taking into account the advantages of fair competition, and the offering of a high-quality and a wide range of services to users;

Guided by the mutual desire to establish a partnership and mutual support within the improvement of the telecommunications sector in accordance with the effective acts of the International Telecommunications Union, other international and regional organizations of which Lebanon and Portugal are members, the EMERG group, the national legislations of each Party, as well as the provisions of this Memorandum, have agreed as follows:

K





Article 1 Objective of cooperation

The purpose of this Memorandum shall be the development of cooperation in the area of telecommunications regulation through the support to and the implementation of joint measures, exchanges of information and expertise between the regulatory authorities of Lebanon and Portugal.

Article 2 Scope of cooperation

Taking into account the innovation and progress within the telecommunications sector, the Parties shall promote and encourage any and all:

- exchanges of information and documents regarding telecommunications regulation issues, except where these are considered confidential;
- ii. actions to promote the development of effective and high quality communications;
- iii. mutual consultations, exchanges of information and the promotion of joint projects and studies within the regulation area;
- iv. training programs to the benefit of the personnel of each Party and exchanges of experts and visits of delegations;
- v. strengthening of the role of the Parties in ensuring the development of a modern telecommunications sector;
- vi. arrangements for joint workshops, symposia, exhibitions concerning the telecommunications sector and regulation in general;
- vii. establishment of strategies for international participation and comparative analysis of policies and regulations in the telecommunications sector;
- viii. carrying out of studies and provision of assistance within each Party's competence;
 - ix. other agreed forms of cooperation.

J





Article 3 High Level Meetings

- 1. High level meetings shall be held every year in order to define and evaluate the cooperation actions of each year.
- 2. The Authority that hosts the high-level meeting shall ensure and make all the necessary arrangements for this meeting to take place.
- 3. The high-level meetings shall be hosted by the Parties alternately.

Article 4 Relation to other treaties

This Memorandum shall not affect any rights and obligations of the Parties under any international treaties.

Article 5 Exchange of information

- Any information exchanged between the Parties may be published, following the Parties' agreement, through the normal and legal channels applicable in each authority's country. In any event, it shall be indicated that the information published is the result of common efforts deployed under this Memorandum.
- Neither Party shall publish confidential information that it has received from the other Party except where the concerned Party has granted its written permission therefore.

L





Article 6 Settlement of disputes

The parties confirm that they shall exercise good faith efforts to resolve any dispute between them arising from or in connection with this MoU through mutual negotiation and agreement.

Article 7 Confidentiality

Each party agrees to treat with the utmost confidentiality all documents, information and/or data obtained in the execution of this MoU and deemed confidential by the other party.

Article 8 Final provisions

- 1. This Memorandum shall have effect for a period of three (3) years from the date of the signatures hereto and may be renewed through the written agreement of the two Parties. Thereafter, and in the absence of any such renewal agreement, this Memorandum shall terminate.
- 2. The terms of this Memorandum may be amended by the written agreement of the two Parties, indicating the date from which the respective amendments enter into effect.
- 3. Each Party may terminate this Memorandum at any time by providing written notice to the other sent by registered mail. The resulting termination shall enter into effect three months following the date that the said notice was sent.
- 4. The Parties shall review the results and consequences of their cooperation as provided for in this Memorandum on an annual basis.
 - Where necessary, the Parties may reconsider the terms of this Memorandum with the objective of improving their cooperation.





 Any disagreements arising from the interpretation or the application of this Memorandum shall be resolved through bilateral consultation between the two Parties with the aim of reaching conciliation.

Done and signed in *Rome*, on the 28 of January 2011, in two originals that have been drafted in the English language.

On behalf of Telecommunications Regulatory Authority of the Republic of Lebanon

On behalf of ICP – Autoridade Nacional de Comunicações (National Communications Authority of the Portuguese Republic)

Imad Y. Hoballah Chairman

José Manuel Amado da Silva Chairman