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**AGREEMENT**

between the Government of Romania and the Government of the Republic of Moldova on the reduction of the tariffs for the services of international roaming and international calls between the two countries

The Government of Romania, hereinafter referred to as the Romanian Party, respectively the Government of the Republic of Moldova, hereinafter referred to as the Party of the Republic of Moldova, having regard to the objectives of implementing the Association Agreement between the Republic of Moldova, on one side, and the European Union, the European Atomic Energy Community and their Member States, on the other side, signed in Brussels on 27 June 2014, including the establishment of the Deep and Comprehensive Free Trade Area (DCFTA), which contributes to the European integration of the Republic of Moldova,

convinced of the need to create a European social, educational, cultural and entrepreneurial area based on the mobility of people and of digital data that should facilitate communication between people,

concerned about the current level of the retail tariffs for the services of international roaming and international calls between the two countries and the desire to reduce these tariffs for the benefit of the citizens of both countries,

determined to ensure their citizens’ access to and use of modern electronic communications means under similar conditions,

aware of the opportunity of harmonising the national legislation of the Republic of Moldova with the European framework, in particular with the European regulations on roaming services and on the setting of maximum mobile and fixed termination rates,

being also aware that the enforcement of convergent regulations is the appropriate solution for facilitating the trade with electronic communications services under conditions of economic efficiency,

emphasising that the above objectives are in the general interest of both states, have agreed as follows:

**ARTICLE 1**

(1) The purpose of this Agreement is to create the framework for collaboration between the parties with the aim of achieving the sustainable reduction of the retail tariffs for the provision of services of international roaming: voice, SMS and data, and, respectively, of international calls between the two states.

(2) The collaboration between the parties will be achieved mainly through:

a) taking in good faith and in a coordinated manner all necessary measures to fulfil the commitments undertaken pursuant to this Agreement;

b) exchanging documents and information of a professional nature;

c) mutual consultation, both at management level and at expert level, on matters of a professional nature, as well as with a view to resolving any current issues arising from the implementation of this Agreement.

(3) The provisions of this Agreement shall be implemented with the support of the National Authority for Management and Regulation in Communications of Romania (ANCOM) on the Romanian side and, respectively, of the National Regulatory Agency for Electronic Communications and Information Technology of the Republic of Moldova (ANRCETI), on the side of the Republic of Moldova.

**ARTICLE 2**

(1) For the purposes of this Agreement the terms below shall have the following meaning:

(a) network operator - a person who, in accordance with the national legislation, operates a public electronic communications network on the territory of that state;

(b) mobile network operator - a person who, in accordance with the national legislation, operates a public mobile electronic communications network on the territory of that state;

(c) requester - a person within the jurisdiction of one of the two states or acting on behalf of a person within the jurisdiction of one of the two states who needs to be provided with certain services on the wholesale market that would enable the respective person or the person on whose behalf he is acting to provide certain services on the retail market.

(2) For the Romanian Party, the national legislation means including the European Union legislation addressed to Romania, irrespective of whether it is or not directly applicable.

(3) This Agreement also uses terms which are defined in Directive (EU) 2018/1972 of the European Parliament and of the Council of 11 December 2018 establishing the European Electronic Communications Code.

**ARTICLE 3**

(1) Each Party shall ensure, in accordance with its national legislation, that mobile network operators within its jurisdiction negotiate in good faith with any requester the technical and commercial conditions for the granting of wholesale access for roaming services: voice, SMS and data.

(2) Wholesale roaming access includes access to all the network elements and associated infrastructure, the relevant services, the software and IT systems necessary for the provision of retail international roaming services in Romania or in the Republic of Moldova, as applicable.

(3) Each Party shall endeavour, in accordance with its national legislation, to ensure that the mobile network operators within its jurisdiction grant wholesale roaming access to any requester at tariffs that should not exceed the European Union-wide regulated tariffs .

(4) Without prejudice to paragraphs 1 and 3, ANRCETI shall endeavour to adopt and implement a regulatory framework that would require the mobile network operators in its jurisdiction to grant wholesale roaming access to any requester on the territory of Romania at least under conditions, including tariff-wise, similar to those regulated within the European Union, to the extent that they themselves receive equivalent treatment. The requirement to receive equivalent treatment should not apply where the requester is or acts on behalf of a mobile virtual network operator (MVNO).

**ARTICLE 4**

Each Party shall ensure, in accordance with its national legislation, that the network operators in its jurisdiction negotiate in good faith, with any requester, the technical and commercial conditions for the provision of the following services:

(a) interconnection in view of termination to its own network of calls and SMS-type messages originating from numbers in the other party's state, and, where applicable,

b) international transit of calls and SMS-type messages incoming from numbers in the other party's state to networks in its own state.

**ARTICLE 5**

(1) Each Party shall endeavour, in accordance with its national legislation, to ensure that the network operators in its jurisdiction charge for the termination to their own network of calls originating from numbers in the other state tariffs which may not exceed the tariffs regulated at European level for the termination of calls to mobile networks, respectively to fixed networks in Romania, as applicable, both in the case of direct interconnection, and where international transit services are used.

(2) Without prejudice to paragraph 1, ANRCETI shall make best efforts to adopt and implement a regulatory framework which would require the network operators on the territory of the Republic of Moldova to apply for the termination to their own network of calls incoming from Romanian numbers tariffs that cannot exceed the tariffs regulated at European level for the termination of calls to mobile networks, respectively to fixed networks in Romania, as the case may be, both in the situation of direct interconnection and in the case where international transit services are used.

**ARTICLE 6**

Each Party shall endeavour, in accordance with its national legislation, to ensure that operators in its own jurisdiction charge reasonable tariffs for the termination of SMS-type messages originating from numbers in the other state to its own network, both for direct interconnection and for international transit services.

**ARTICLE 7**

(1) Each Party shall encourage, by any means allowed by its national legislation, a sustainable reduction of the retail tariffs for the provision of services of international roaming and international calls between the two states within three months from the entry into force of this Agreement.

(2) Without prejudice to the provisions of paragraph 1, if is deems necessary due to the circumstances of the electronic communications market in the Republic of Moldova, ANRCETI shall adopt and enforce (in accordance with the national legislation) regulatory measures (modelled on the European legislation) concerning the conditions for the provision of international roaming or international call services on the retail market by the mobile network operators or other providers of electronic communications services in its own jurisdiction.

(3) Where allegations arise that a reduction of the retail tariffs is not possible mainly because of difficulties in the wholesale market in the neighbouring state, the Party having received the complaint shall give it preliminary consideration and, to the extent that it has reasonable grounds to believe that the complaint may be justified, shall forward it to the other Party for consideration and for the joint identification of a suitable solution, if appropriate.

**ARTICLE 8**

(1) The Romanian Party shall provide support to the Party of the Republic of Moldova for the elaboration and implementation of the regulatory framework provided for in Art. 3 para. (4) and Art. 5 para. (2) respectively, as well as of any possible regulatory measures laid down in Art. 7 para. (2).

(2) The support mentioned in para. (1) may consist, for example, in giving advice on the interpretation and application of the European legislation or in conveying reports on the effects of the measures in the European legislation on the Romanian electronic communications market and, if possible, from other countries of the European Economic Area (EEA).

(3) The Romanian Party shall, to the extent that the necessary conditions are met, support the Party of the Republic of Moldova with regard to the inclusion of the Republic of Moldova in the list of countries set out in the Annex to the Commission Delegated Regulation (EU) 2021/654 of 18 December 2020 supplementing Directive (EU) 2018/1972 of the European Parliament and of the Council by setting a single maximum Union-wide mobile voice termination rate and a single maximum Union-wide fixed voice termination rate, and shall also support the aspirations of the Republic of Moldova in achieving a facilitated roaming area with the European Union.

**ARTICLE 9**

(1) The Party conveying documents and/or information to the other Party shall specify the documents and/or the information or the parts of the documents and/or information which qualify as trade secrets.

(2) The Party receiving documents and/or information from the other Party shall respect the trade secret character of the documents and/or information received.

(3) The Party conveying the request for information to the other Party may request that the request itself be treated as confidential.

(4) The parties undertake to maintain the same level of confidentiality of documents and information as the Party that provided the documents and information.

(5) Documents and information which are classified as trade secrets shall be protected by taking the necessary logistical and organisational measures to ensure their safekeeping, their use for the purpose of executing this Agreement and their confidentiality from third parties.

(6) The confidentiality obligations contained in this Article shall remain in force for an unlimited period of time from the date on which the Party has acquired the documents and/or information identified as trade secrets.

**ARTICLE 10**

(1) ANCOM and ANRCETI shall organise joint information and mutual analysis sessions on developments every three months.

(2) ANCOM and ANRCETI shall jointly monitor and report, including in their activity reports and on their websites, summaries of the developments in bilateral electronic communications services relations.

**ARTICLE 11**

(1) This Agreement shall be concluded for an initial period of 5 years and shall enter into force on the date of receipt (through diplomatic channels) of the latest written notification by which the Parties inform each other that their respective procedures necessary for its entry into force have been completed.

(2) This Agreement may be extended for successive periods of 3 years. Before the expiry of each initial or successive period of validity, the parties will assess the degree of implementation of the provisions of the Agreement and decide by mutual consent on its extension. The Parties shall notify each other - in writing and through diplomatic channels - on their intention to extend the period of validity of the Agreement and on the date on which the extension will become effective.

(3) The Parties may, by mutual consent, agree to amend or supplement the provisions of the Agreement. Amendments or additions shall enter into force in accordance with the procedure laid down in para. 1 of this Article.

(4) The Agreement may be terminated at any time by either Party. Termination shall be done by written notice through diplomatic channels to the other Party. The Agreement ceases to be valid one year after the date of receipt of such notification.

Signed in Chișinău on 11th of February 2022, in two originals in the Romanian language.

**For the Government of Romania,**

**Marcel-Ioan Boloș,**

Minister for Research, Innovation and Digitalisation

**For the Government of the Republic of Moldova,**

**Nicu Popescu,**

Minister of Foreign Affairs and European Integration