



Memorandum of Understanding between the Info-communications Media Development Authority of Singapore and the United States Federal Communications Commission

The Info-communications Media Development Authority of Singapore (IMDA) and the United States Federal Communications Commission (FCC), hereinafter collectively referred to as the "Participants",

RECOGNIZING the importance of cooperation between the Participants in the field of communications and connectivity, and the Participants' desire to promote bilateral cooperation on telecommunications policy;

CONSIDERING the important role that the regulatory bodies of each country play in promoting the development of telecommunications, competitive markets, technological innovation, and closing the digital divide in their respective countries;

DETERMINED to strengthen the relationship between the Participants by means of periodic engagement in regulatory policy dialogues and knowledge exchanges; and

BEARING IN MIND the respective laws and regulations in force in each country, the benefits to be derived by the exchange of information on policies and practices, and the Participants' available resources;

WELCOME the following Memorandum of Understanding (MOU) in the spirit of mutual benefit and institutional cooperation.

SECTION I. PURPOSE

- A. Through cooperation consistent with this MOU, the Participants intend to establish a non-binding framework for the mutually beneficial exchange of ideas in the field of telecommunications regulatory policy, with the purpose of contributing to the development of advanced communications in their respective countries. This MOU does not create any legal and binding rights or obligations for either Participant but serves as a statement of the Participants' intent to enter into a cooperative relationship. It does not modify or supersede any domestic or international laws, regulations or agreements in force or otherwise applicable to the United States or Singapore.
- B. The Participants intend to carry out information exchange, technical cooperation and collaboration on capacity building in the field of telecommunications and related infrastructure, facilities or services, in accordance with their respective national laws, regulations and international obligations and within the limits of their respective annual budgetary appropriations and their respective mandates.

SECTION II. SCOPE

- A. The Participants have identified the topics of mutual interest below and may identify other topics of mutual interest in the future.
 - 1. Regulation and development of space-based communication systems, including but not limited to satellite planning and policy, satellite technology, and spectrum engineering and management; and
 - 2. Other telecommunications regulatory or development issues of mutual interest.
- B. Cooperation between the Participants in these areas may be carried out through activities that include:
 - 1. Meetings, seminars, trainings, and workshops, either through digital platforms like digital videoconferences (DVCs) or through staff exchanges and joint training programmes;
 - 2. Exchanges of experiences, best practices, and relevant scientific and technical information and/or solutions in a timely manner;
 - 3. Exchange of views and, where appropriate, joint actions and positions within international organizations related to the electronic communications sector; and/or
 - 4. Other forms of cooperation, such as capacity building, that may be mutually deemed appropriate.

SECTION III. IMPLEMENTATION

- A. FUNDING AND RESOURCES: This MOU does not obligate the provision of funds for any particular expenditure and does not authorize the transfer of funds and/or resources from one Participant to the other. If either Participant provides goods and/or services to the other Participant, the Participants intend to negotiate a separate arrangement to address any financial terms applicable to the provision of such goods or services. Any such separate arrangement will be executed by the Participants before the period of performance commences and will include the signature of officials with authority to obligate funds and is subject to the availability of funds.
- B. DESIGNATED POINTS OF CONTACT: In order to facilitate the implementation of this MOU and associated activities, Participants list below initial points of contact which may change over time:

Points of Contact – IMDA

Diana Lee, Assistant Director, International Relations, IMDA

diana lee@imda.gov.sg

Chua Xin Yi, Manager, International Relations, IMDA chua xin yi@imda.gov.sg

Points of Contact – FCC
Thomas Sullivan, Chief, International Bureau, FCC
thomas.sullivan@fcc.gov

Ena Dekanic, Regional Specialist for Asia, International Bureau, FCC ena.dekanic@fcc.gov

SECTION IV. GENERAL PROVISIONS

- A. COMMENCEMENT: Cooperation under this non-binding MOU is intended to commence on the date it is signed by the Participants.
- B. DURATION: The Participants intend to carry out their cooperative activities under this MOU for an initial period of five years. The MOU is intended to automatically renew at the end of the initial term on an annual basis.
- C. DISCONTINUATION: Either Participant may discontinue cooperation under this MOU at any time. A Participant is expected to provide written notice of its intent to discontinue cooperation under this MOU and should endeavour to provide written notice 30 days prior to the discontinuance and undertake efforts to consult with the other Participant prior to providing such notice. The discontinuation of this MOU does not prejudice the programs or activities under the MOU that have not been concluded at the time of discontinuation, unless the Participants determine otherwise.
- D. MODIFICATION: This MOU may be modified at any time by the mutual decision of the Participants in writing.
- E. CONFIDENTIALITY: In exchanging documents under this MOU, in the event either Participant exchanges a document(s) which they wish to maintain as confidential, such document should be clearly marked as confidential prior to the exchange. The Participants intend to exercise the utmost diligence to protect any such received document from public disclosure, use it only for the purposes specified in this MOU, and maintain its confidentiality in the course of the MOU and following the discontinuation of this MOU, to the extent permitted by the recipient Participant's national laws and regulations.
- F. PRESS INQUIRIES OR MEDIA ANNOUNCEMENTS: Public announcements regarding the MOU should be issued as jointly determined by the Participants. If Participants seek to have joint press releases, then it is understood that prior written approval of both Participants is necessary. Participants acknowledge that this provision does not prohibit either Participant from making statements on its own behalf regarding publicly available information.
- G. CONSULTATION: Any disputes concerning the interpretation of this MOU is expected to be resolved amicably through consultation between the Participants.

Signed on 27 February 2023, in two original copies in English.

On behalf of FCC:

Ms. Jessica Rosenworcel

Chairwoman

Federal Communications Commission of the

United States of America

On behalf of IMDA:

Mr. Lew Chuen Hong

Chief Executive

Info-communications Media Development Authority of the Republic of Singapore

Date: 27 February 2023

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