



VPI Systems

MEMORANDUM OF UNDERSTANDING

between the

INTERNATIONAL TELECOMMUNICATION UNION

and

VPI Systems GmbH, Berlin, Germany

for

**NON-EXCLUSIVE COOPERATION IN THE FIELD OF NETWORK
PLANNING**

WHEREAS the **International Telecommunication Union** (hereinafter referred to as "ITU") having its seat located at Place des Nations, CH-1211, Geneva 20, Switzerland, is an international organization and a specialized agency of the United Nations created with the objective of facilitating peaceful relations, international cooperation among peoples and economic and social development by means of efficient telecommunication services with the purpose, among others, of fostering international cooperation in the delivery of technical assistance to the developing countries to promote the development of their telecommunication networks and services;

WHEREAS VPI Systems GmbH having its registered office at Carnotstr. 6, 10587 Berlin, Germany is an international consulting company that provides strategy and management consultancy, information services and start-up support throughout the telecommunications, IT and media sector;

CONSIDERING the objective of the Istanbul Action Plan to develop Partnership with the private sector in activities related to telecommunication development (under Resolutions 6, 13 and 29 of ITU's World Telecommunication Development Conference - WTDC-02);

CONVINCED that cooperation and collaboration between ITU and VPI System (hereinafter referred to collectively as the "Parties") would further common objectives in a more effective and beneficial way for developing countries;

NOW, THEREFORE the Parties have agreed to enter into this Memorandum of Understanding (MoU).

ARTICLE 1 – Objective and Areas of Cooperation

The objective of this MoU is to explore opportunities to build a non-exclusive cooperative working relationship, in areas of common interest, in order to:

- enable and enhance, according to the Parties' respective roles and competencies, network planning training documents, courses and case studies which could complement the current programs and activities available within ITU;
- render mutual assistance within the normal parameters of each Party's capacity, with regard to the above-mentioned activities.

ARTICLE 2 – Cooperation Machinery

2.1 This MoU is a non-binding statement of mutual intentions of the Parties. The execution of specific activities or projects under this MoU will require the signing of separate and formal agreements between the Parties.

- 2.2 The Parties to this MoU will explore and identify the various areas in which, and the concrete activities for which, effective and practical cooperation may be possible as well as ways and means for carrying out joint cooperation efforts. Any exchange of information concerning projects or programs of the Parties is subject to the policies and procedures of the respective organizations.

ARTICLE 3 – Financial Arrangements

The Parties concur that they will each use their own funds or funding sources to perform their respective responsibilities under this MoU. This MoU does not, however, represent any commitment with regard to funding on the part of either Party.

ARTICLE 4 – Privileges, Immunities and Facilities of the ITU

Nothing in this MoU may be interpreted or construed as a waiver, express or implied, or a modification, of the privileges, immunities and facilities which ITU enjoys by virtue of the international agreements and national laws applicable to it.

ARTICLE 5 – Entry Into Force, Duration and Termination

This MoU enters into force on the date of its signature by both Parties and remains in effect unless terminated by either Party with advance written notice to the other. It will terminate sixty (60) days after receipt of such notice.

ARTICLE 6 – Channel of Communication and Notice

- 6.1 For the purpose of facilitating the implementation of the working arrangements to be established by the Parties in the framework of this MoU, the channel of communication for the Parties will be:

6.1.1 For ITU

International Telecommunication Union
Attn: Mr. R. Passerini, BDT/TND
Place de Nations, 1211 Geneva 20
Switzerland
Tel: + 41 22 730 5720
Fax: + 41 22 730 5484
Email:riccardo.passerini@itu.int

6.1.2 For VPI Systems

VPIsystems GmbH
Attn: Mr. Stephen Davids
Carnotstr. 6
10587 Berlin
Germany

Mobile: +44 (781) 666 8544
Tel: +49 (30) 3980 58-0
Fax: +49 (30) 3980 58-58
Email: stephen.dauids@vpisystems.com

6.2 Either Party may, by notice in writing to the other Party, designate additional representatives or substitute other representatives for those designated in this Article.

ARTICLE 7 – Amendments

The terms and conditions of this MoU may only be changed by mutually agreed written amendment signed between the Parties.

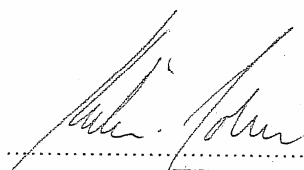
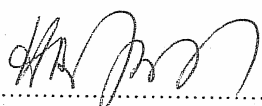
ARTICLE 8 – Settlement of Disputes

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

ARTICLE 9 – Confidentiality

Each Party agrees to treat as confidential all documents, information and/or data obtained in the course of the execution of this MoU and deemed confidential by the other Party.

IN WITNESS WHEREOF, the Parties hereto, each acting through its duly authorized representative, have signed this MoU in two (2) originals in the English language.

For VPI Systems	For and on behalf of the Secretary-General of the International Telecommunication Union
	
Kilian Golm Managing Director	Hamadoun I. Touré Director Telecommunication Development Bureau
Place: Berlin	Place: GENEVE
Date: 15 June 05	Date: 1-8-2005