



GeSI
GLOBAL e-SUSTAINABILITY
INITIATIVE



Handwritten signature

Cooperation Agreement

between

the

INTERNATIONAL TELECOMMUNICATION UNION

an international organization and specialized agency of the United Nations having its seat at Place des Nations, CH-1211 Geneva 20, Switzerland (hereinafter "ITU")

and

the

Global e-Sustainability Initiative

having its office at c/o Scotland House, Rond Point Schuman 6, B-1040 Brussels, Belgium

(hereinafter referred to as "GeSI")

CONSIDERING THAT

- 1 ITU is the leading United Nations agency for information and communication technology issues, and the global focal point for governments and the private sector in developing networks and services.
- 2 The Telecommunication Standardization Sector (ITU-T) of the ITU is the intergovernmental and preeminent entity responsible for worldwide standardization of ICTs/telecommunications.
- 3 The GeSI is an international strategic partnership of ICT companies and industry associations committed to creating and promoting technologies and practices that foster economic, environmental, and social sustainability and drive economic growth and productivity. Formed in 2001, GeSI fosters global and open cooperation, informs the public of its members' voluntary actions to improve their sustainability performance and promotes technologies that foster sustainable development;

Now, therefore, ITU and GeSI (hereinafter referred to collectively as the “Parties”) will cooperate as follows:

ARTICLE 1 - Objective

The objective of this Cooperation Agreement (hereinafter “Agreement”) is to establish collaborative linkages between the Parties, in the area of measurement of the impact of ICTs in mitigating climate change in accordance with the Parties’ prevailing rules and regulations and on the basis of mutual benefit.

ARTICLE 2 – Areas of cooperation

The Parties shall, in particular, cooperate in: the development of an ITU standardized common methodology which will be recognized globally for the measurement of both emissions of ICTs themselves and the reduction of emissions enabled by ICTs in other sectors. This methodology will:

- be developed in order to meet International, National and Regional requirements and in coordination with the World Business Council for Sustainable Development
- build on existing work carried out in ITU-T Study Group 5 WP3/5 (Question 18)

ARTICLE 3 - Implementation of the Agreement

In order to ensure an efficient implementation of the activities under this Agreement, the following actions will be undertaken by the Parties:

- (a) designation of respective points of contacts to coordinate the activities related to this Agreement;
- (b) after designation of the above-mentioned points of contacts, the Parties will meet when and as required, at their own expense, for further consultation and commencement of the cooperation activities;
- (c) reporting on the cooperation activities will be done in compliance with the respective rules, regulations or other authority of the Parties.

ARTICLE 4 – Assignment or Transfer to Third Parties

The responsibilities of the Parties under this Agreement shall not assignable or transferable to third parties.

ARTICLE 5 – Confidentiality

Any discussion or document related to this Agreement and deemed confidential by the Parties shall be governed by a stand-alone non-disclosure agreement to be signed by the Parties, as necessary.

ARTICLE 6 – Financial Arrangements

Each Party shall bear its own costs in carrying out activities related to this Agreement.



ARTICLE 7 – Settlement of Disputes

The Parties confirm that they will exercise good faith efforts to resolve any dispute between them arising from or in connection with this Agreement through mutual negotiation and agreement and that no such dispute will be referred to a national or international tribunal or any other third party for settlement without the prior written agreement of both Parties.

ARTICLE 8 – Entry into Force, Modification and Termination

This Agreement will enter into force on the date of its signature by the Parties and may only be modified with the mutual written consent of both Parties. This Agreement may be terminated upon written notice to the other Party and will terminate sixty (60) days after receipt of such notice. No termination will affect contractual obligations already entered into by the Parties under this Agreement.

ARTICLE 9 – Channel of Communication and Notice

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

International Telecommunication Union:

Attention: Cristina Bueti, Policy Advisor, Telecommunication Standardization Bureau

Place des Nations

CH-1211 Geneva 20

Switzerland

Telephone: +41 22 730 6301

GeSI:

Attention: Katrina Destree Cochran, Alcatel-Lucent

c/o Scotland House

Rond Point Schuman 6

B-1040 Brussels, Belgium

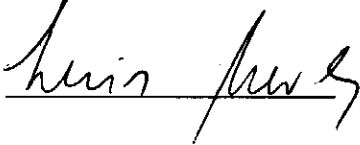
ARTICLE 10 – Privileges, Immunities and Facilities

By entering into this Agreement, ITU does not waive its privileges, immunities and facilities, which it enjoys by virtue of applicable international agreements and national laws.

IN WITNESS WHEREOF, the Parties hereto, have signed this Agreement in two (2) originals in the English language.

Signed at the fifth General Assembly located at the
AT&T Innovation Center, Washington DC, USA on November 18, 2010.

Signature

A handwritten signature in black ink, appearing to read "Luis Neves", written over a horizontal line.

Luis Neves

Chairman of the Board

Global e-Sustainability Initiative

Signature

A handwritten signature in black ink, appearing to read "Malcolm Johnson", written over a horizontal line.

Malcolm Johnson

Director of the TSB

International Telecommunication Union