

NOTE BY THE ITU SECRETARIAT

Please note that since the signing of the MoU, the partnership has changed its name, without changing its status, to “International Multilateral Partnership Against Cyber Threats”. The acronym “IMPACT” remains unchanged. This name change occurred in March 2009.

Signed

(ITU Secretariat)



Memorandum of Understanding

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 the "ITU")

and

**INTERNATIONAL MULTILATERAL PARTNERSHIP AGAINST
CYBER-TERRORISM**

a leading non-profit organization focussed against cyberterrorism

and other forms of serious cyberthreats having its seat at

6.02 C, Uptown 5,

5, Jalan SS 21/39,

Damansara Utama

47400 Petaling Jaya Selangor D.E.

Malaysia

(hereinafter referred to as "IMPACT")

for non-exclusive cooperation

CONSIDERING

- a) That a fundamental role of ITU, following the World Summit on the Information Society (WSIS) and the 2006 ITU Plenipotentiary Conference is to build confidence and security in the use of information and communication technologies (ICTs); and that, in particular, Heads of states and government and other global leaders participating in WSIS entrusted ITU to play a leading role in coordinating global efforts towards curbing the threats and insecurities related to the information society,
- b) That WSIS considered that Action Line C5 encompasses a broad range of themes and stakeholders. As emphasized in paragraph 110 of the Tunis Agenda, the *"coordination of multi-stakeholder implementation activities would help to avoid duplication of activities. This should include, inter alia, information exchange, creation of knowledge, sharing of best practices, and assistance in developing multi-stakeholder and public/private partnership."*,
- c) That the ITU Plenipotentiary Conference in Resolution 140 (Antalya, 2006), instructs the ITU Secretary-General to take all necessary measures for ITU to play the leading facilitation role in the WSIS implementation process as moderator/facilitator for implementing WSIS Action Line C5,
- d) That, in accordance with ITU' s Strategic Plan (Resolution 71 ,Rev. Antalya, 2006) for ITU should specifically engage in *"developing tools, based on contributions from the membership, to promote end-user confidence, and to safeguard the efficiency, security, integrity and interoperability of networks"*, with the scope of information and communication network efficiency and security including inter alia, spam, cybercrime, viruses, worms and denial-of-service attacks,
- e) That in line with ITU' s role as sole facilitator for WSIS Action Line C5 and in accordance with other decisions by ITU Membership, the Global Cybersecurity Agenda (GCA) was launched by the ITU Secretary-General as the ITU framework for international multi-stakeholder cooperation in cybersecurity aimed at building synergies with current and future initiatives and partners towards a safer and more secure information society and focuses on the following five work areas:
 - 1. Legal measures
 - 2. Technical and Procedural Measures
 - 3. Organizational Structures
 - 4. Capacity Building
 - 5. International Cooperation,
- f) That the International Multilateral Partnership Against Cyber-Terrorism (IMPACT) is the first global public-private initiative against cyber-terrorism with a mission to bring Governments, Private Sector Companies, and Academia together in achieving the common goal of a safe and secure cyber environment,
- g) That the foundation of IMPACT is built on four key pillars, each focused on specific functions that are designed to fulfil the vision of this world's first international multilateral initiative against the real threat of cyber-terrorism. These four pillars are:

1. Centre for Global Response
 2. Centre for Policy & International Cooperation
 3. Centre for Training & Skills Development
 4. Centre for Security Assurance & Research
- h) That the ITU Secretary-General and the Malaysian Prime Minister, as Chairman of IMPACT's International Advisory Board, have agreed to collaborate and build strong synergies between the GCA and IMPACT,
- i) That IMPACT offers itself to become one of GCA's physical homes and will offer its services and facilities to work towards the Goals of the GCA,

Now, therefore, ITU and IMPACT (hereinafter referred to collectively as the “Participants”) intend to cooperate as follows:

ARTICLE 1 - Objective

The objective of this MoU is to establish a framework for collaboration between the Participants, in accordance with the commonly agreed goals for a more secure and safer information society and on the basis of mutual benefit.

This MoU is a preliminary, non-binding statement of mutual intentions of the Participants. Any binding commitment or legal obligation with respect to the implementation of this MoU will require the execution of a separate and formal agreement between the Participants.

ARTICLE 2 - Joint Efforts

Taking into consideration IMPACT’s offer to become one of the physical homes of the GCA and the importance of international cooperation towards commonly agreed goals, the Participants have agreed to cooperate in the following areas:

- a) **Organizational Structures - IMPACT Centre for Global Response** acts as a cyberthreat resource centre to respond to global threat levels and to connect experts to crisis incidences. IMPACT's role also includes establishing a comprehensive Early Warning System for the benefit of all member-countries/economies, providing proactive protection across the globe and facilitating the sharing of global experts to member-governments during times of crisis. The Participants will undertake activities within the framework of the GCA’s Organizational Structures and International Cooperation pillars using IMPACT’s Centre for Global Response (GRC).
- b) **Legal Measures - IMPACT’s Centre for Policy & International Cooperation** contributes towards the formulation of new policies while working towards harmonization of national laws to tackle a variety of issues relating to cyberthreats and fosters international cooperation through specific programmes, for example cyberwarfare exercises between countries/economies. Using IMPACT’s Centre for Policy and International Cooperation, the participants will undertake joint activities to contribute towards the GCA Goals in Legal Measures and International Cooperation.
- c) **Capacity Building - IMPACT’s Centre for Training & Skills Development** will conduct highly specialized training, providing insights from the private sector on the latest trends, potential threats and emerging technologies. The centre provides a unique platform for member governments to share ‘best practices’ and methodologies employed to protect critical ICT infrastructure. These joint activities will be carried out to implement goals of the GCA in Capacity Building through IMPACT’s Centre for Training and Development.
- d) **Technical and Procedural Measures - IMPACT’s Centre for Security Assurance and Research** will act as a reference centre for threats and security, assisting and providing critical knowledge, study and tools as a reference for best practices and methodologies. The participants will undertake joint activities to contribute towards GCA’s Technical and Procedural Measures pillar.

ARTICLE 3 - Implementation of the MoU

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

- (a) The Participants will meet as and when 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 Participants.

ARTICLE 4 – Assignment or Transfer to Third Parties

The responsibilities of the Participants under this MoU are not assignable or transferable to third parties.

ARTICLE 5 – Confidentiality

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

ARTICLE 6 – Financial Arrangements

The Participants 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 Participant.

ARTICLE 7 – Settlement of Disputes

The Participants confirm that they will exercise good faith efforts to resolve any dispute between them arising from or in connection with this MoU through mutual negotiation and agreement and that no such dispute will be referred to a national or international tribunal or other third party for settlement.

ARTICLE 8 – Entry into Force, Modification and Termination

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

ARTICLE 9 – Channel of Communication and Notice

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

International Telecommunication Union
Attention: Mr. Alexander Ntoko, Head, Corporate Strategy Division
International Telecommunication Union

MNA

NA

Place des Nations
CH-1211 Geneva 20
Switzerland
Telephone: +41 22 730 5525
Fax: +41 22 730 6453

International Multilateral Partnership Against Cyber-Terrorism (IMPACT)
Mr. Azmi Faez, Advisor (Administration), Chairman's Office
IMPACT
6.02 C, Uptown 5,
5, Jalan SS 21/39,
Damansara Utama
47400 Petaling Jaya, Selangor D.E.
Malaysia

ARTICLE 10 – Privileges, Immunities and Facilities

By participating in this MoU, the ITU does not waive its privileges, immunities and facilities, which it enjoys by virtue of applicable international agreements and national laws.

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

For the International Multilateral
Partnership Against Cyber-Terrorism
(IMPACT)

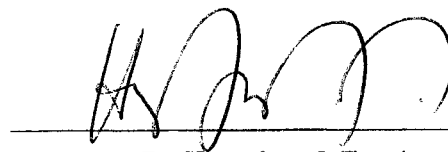


Mr. Mohd Noor Amin
Chairman

Date: 3/9/2008

Place: Bangkok, Thailand

For the International Telecommunication
Union (ITU)



Dr. Hamadoun I. Touré
Secretary-General

Date: 3 September 2008

Place: Bangkok, Thailand

