

Mission permanente
de l'État du Qatar
auprès de l'Office
des Nations-Unies à Genève



الوفد الدائم لدولة قطر
لدى مكتب الأمم المتحدة
جنيف

URGENT

Ref: 1331

The Permanent Mission of the State of Qatar to the United Nations Office and other International Organizations in Geneva, presents its compliments to Secretariat of the International Telecommunication Union (ITU), and with reference to the latter Note on 25/3/2011, requesting the Member States to the ITU to submit their commitments on the draft model host-country agreement for the ITU TELECOM event contained on Document C10/108.

The Permanent Mission of the State of Qatar has the honor to attach herewith a copy of the above mentioned draft model host-country agreement with amendments and additions made by the competent authorities in the State of Qatar .

The Permanent Mission of the State of Qatar avails itself of this opportunity to renew Secretariat of the International Telecommunication Union (ITU) the assurances of its highest consideration.

Geneva, May 3rd ,2011

Blaise Judja Sato
International Telecommunication Union (ITU)
Fax: 022730 64 44

B.E

Council 2010
Guadalajara, 2 October 2010



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Report by the Secretary-General

MODEL HOST-COUNTRY AGREEMENT FOR ITU TELECOM WORLD EVENTS

Summary

This document summarizes the background of and outlines the need for a model host-country agreement. It also contains annexes thereto prepared by the Secretary-General in response to Document C10/DT/7 (Rev. 1).

Action required

Pursuant to Document C10/DT/7 (Rev. 1), the Council is requested to endorse the model host-country agreement in Annex A and to take note on procedures of hosting ITU Telecom events as in Annex B and to adopt any measures that may be appropriate.

References

Resolution 11 (Rev. Antalya, 2006); Council Resolution 1292; Council Document C10/DT/7 Rev.1; Council Summary Records C10 PL1, C10 PL4, and C10 PL8.

1. Background: The Need for Model HCA

- 1.1 Document C10/DT/7 Rev. 1 recommends that the Union should, in collaboration with its Member States and its Sector Members, organize ITU TELECOM Events on a predictable and regular basis, taking due account of the need to ensure the financial success of such events.
- 1.2 The Document considers that there is a willingness and commitment by several countries to host these events and that there are numerous direct and indirect advantages for countries holding ITU TELECOM Events, including for countries other than the headquarters country. Indeed, throughout the ITU TELECOM's history, many successful Events have taken place around the world.
- 1.3 Resolution 11 (Rev. Antalya, 2006) instructs the Secretary General to consider measures that will enable and assist Member States, which are capable and

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- 2 -
C10/108-E

willing. And Council Resolution 1292 also instructs the Secretary General to ensure that certain measures are taken for the success of future ITU TELECOM Events.

- 1.4 Document C10/DT/7 Rev. 1 indicates, however, that the Union, in its venue selection process for ITU Telecom Events, should take into account the principle of rotation between regions, and between Member States within regions to the extent possible, alternating yearly with the fixed location, giving due consideration to:
 - 1.4.1 Ensuring that such decisions are based on an open and transparent process, with objective criteria – including financial viability – as well as on the results of preliminary market and feasibility studies, including consultations with participants from all regions, guaranteeing preferential or discounted hotel prices to participants;
 - 1.4.2 The generation of surplus income from ITU TELECOM Events, while also taking into account the capability and willingness of countries to host and stage ITU TELECOM Events.
- 1.5 Resolution 11 (Rev. Antalya, 2006) notes that the operational flexibility the ITU TELECOM management needs in order to meet all the challenges in its field of activity and compete in its semi-commercial environment has proved to be useful.
- 1.6 With this in mind, document C10/DT/7 Rev. 1 instructs that the determination of the venue shall be based on competitive selection focused on formally confirmed pertinent financial commitments by host country thus ensuring the success of ITU TELECOM events and, surplus income from all ITU TELECOM Events.
- 1.7 When there is an inviting government, the conditions and requirements of the Event, and the needs of the secretariat, are established in a host-country agreement (HCA). The contract negotiation shall be based on the model HCA approved by Council, as included in Annex A of this document.
- 1.8 The financial commitment of host countries and the definition and provision of the requisite facilities and services are central to the success of ITU TELECOM Events. These are key factors for all parties concerned (potential host countries, secretariat and ITU TELECOM) in the decision-making process regarding the selection of the venue of Events.
- 1.9 Accordingly, Council concluded that early availability of the texts of HCAs would increase transparency, assist Member States contemplating inviting and hosting an ITU TELECOM Events, and serve as a basis for the Union to accept an invitation. This would also leave adequate time for finalization and ratification of the HCA (if any), thereby enabling the host government to fulfil all the commitments and requirements laid down therein.

2. Follow-up by the Secretary-General

In order to respond fully and as effectively as possible to Council, the Secretary-General has drawn up a model HCA with all the requisite annexes, based on the Model HCA for ITU

- 3 -
C10/108-E

Conferences and assemblies and the ITU TELECOM's extensive experience, together with an explanatory note on the procedure for hosting ITU TELECOM Events. The annexes constitute an integral part of the Agreement.

3. Required action

3.1 Document C10/DT/7 Rev. 1 instructs the Council, amongst other components, to review and adopt, at the first session after they have been made available, model HCAs and the annexes thereto, including the requirements in terms of basic infrastructure, for each ITU TELECOM Event, and to adopt any measures that may be appropriate.

3.2 The Council is thus invited

- to endorse the model HCA and associated annexes set out in annex A hereto;
- to take note of procedures for hosting ITU Telecom events as in Annex B hereto;
- to adopt any other measures it may deem appropriate.

Annex A: Proposed model host-country agreement, including annexes.

Annex B: Procedures for hosting ITU Telecom events.

- 4 -
C10/108-E

ANNEX A

MODEL HOST-COUNTRY AGREEMENT FOR ITU TELECOM WORLD EVENT

Contents:

- 1) Model Host Country Agreement comprising:
 - a. Agreement
 - b. Annexe 1 – Host Country Obligations

- 8 -
C10/108-E

MODEL HOST COUNTRY AGREEMENT

AGREEMENT

Between

THE GOVERNMENT OF [name of the State]

represented by [to be completed]

and

THE INTERNATIONAL TELECOMMUNICATION UNION

represented by its Secretary-General

[name to be completed]

relating to

THE HOLDING, ORGANIZATION AND FINANCING

OF THE [name of the Event]

OF THE

THE INTERNATIONAL TELECOMMUNICATION UNION

[(Place, date)]

- 6 -
C10/108-E

PREAMBLE

- A. WHEREAS by virtue of [Resolution 11 (Rev. Guadalajara, 2010)], the International Telecommunication Union (hereinafter referred to as "ITU" or the "Union") should, in collaboration with its Member States and Sector Members, continue to organize telecommunication/information and communication technology (ICT) events (hereinafter referred to as the "ITU TELECOM Events") on a predictable and regular basis, taking due account of the need to ensure the financial success of such events;
- B. WHEREAS ITU TELECOM Events are of considerable importance in keeping the membership of the Union and the wider telecommunication/ICT community informed of the latest advances in all fields of telecommunications/ICT and the possibilities of applying these achievements for the benefit of all Member States and Sector Members, particularly the developing countries;
- C. WHEREAS the organization of ITU TELECOM Events brings a number of direct and indirect economic and social benefits to host countries;
- D. WHEREAS by virtue of [Resolution 11 (Rev. Guadalajara, 2010)], the determination of the venue for ITU TELECOM Events shall be based on a competitive selection focused on formally confirmed pertinent financial commitments by the host country thus ensuring the success of ITU Telecom events and, in particular with surplus income from all ITU TELECOM Events;
- E. WHEREAS ITU has decided to hold an ITU TELECOM Event from [dates] (hereinafter referred to as the "Event") and has issued a call for bids for hosting the Event;
- F. WHEREAS ITU has a governance structure for the design and implementation of ITU TELECOM Event;
- G. WHEREAS the Government of [name of the State] (hereinafter referred to as the "Government") submitted a successful bid to host the Event pursuant to the terms and conditions contained in this Host Country Agreement (hereinafter referred to as the "Agreement");
- H. RECALLING Resolution 1004 and Decision 304 of the Council relating to *"the privileges, immunities and facilities related to activities of the Union"* and to *"the participation of the delegations of members of the Union in conferences and meetings of the Union,"* respectively.

NOW, THEREFORE, the Government, represented by [to be completed], and ITU, represented by the Secretary General, (hereinafter referred to collectively as the "Parties") hereby agree as follows:

- 7 -
C10/108-E

ARTICLE 1

Title of the Event and Definitions

- 1.1 The Event shall be organised under the title [name of the Event]
- 1.2 For the purposes of this Agreement, the term "ITU Official" shall be understood to mean any elected official of ITU taking part in the Event, any ITU official or staff member assigned to the Event or any official specifically recruited for the Event by the ITU.
- 1.3 For the purposes of this Agreement, the term "Event Participant" shall be understood to mean any holder of a pass to access to the Event, including speaker, representative of Member State, representative of Sector Member, expert or special guest invited to the Event by the ITU Secretary-General.

ARTICLE 2

Venue and dates of the Event

- 2.1 The Event shall be held at [name of the venue] (hereinafter referred to as the "Venue") in [city, country].
- 2.2 The Event shall be held on [dates]. It will include three main phases: the build-up, the Event, and the break-down.¹
- 2.3 Specific conditions related to the precise dates during which the premises, facilities, services and local staff to be provided by the Government must be made available and fully operational are specified in Annexe 1 to this Agreement.

ARTICLE 3

Organisation of the Event

- 3.1 Invitations to take part in the Event shall be sent by the ITU Secretary-General.
- 3.2 ITU shall have the exclusive and sole responsibility for organizing and holding the Event, except for those specific and express functions to be carried out by the Government, as detailed in this Agreement. Without limiting the generality of the foregoing, ITU shall, in particular, be solely responsible for:

¹ NB: Explanatory note not part of the HCA: The exact duration of the phases will depend on the location of the Event.

- 8 -
C10/108-E

- 3.2.1 appointing any and all contractors and sponsors in connection with the Event other than the contractors and sponsors specifically agreed in writing between the Parties to be engaged by the Government for the purposes of carrying out the functions and responsibilities set out in this Agreement;
 - 3.2.2 identifying and negotiating sponsorship agreements related to all aspects of the Event;
 - 3.2.3 granting benefits, recognition or visibility to any third parties in connection with the Event;
 - 3.2.4 preparing the General Regulations which shall govern the Event;
 - 3.2.5 allocating space at the Venue;
 - 3.2.6 establishing all prices and fees for the Event and all products or services provided by ITU or its service providers;
 - 3.2.7 organising all official social events;
 - 3.2.8 facilitating networking activities and preparing the Forum Programme, including any other Special Sessions of the Forum as may be determined by ITU;
 - 3.2.9 approving the production, promotion and sales of any and all materials in connection with the Event including, but not limited to advertising, billboards, radio, television; online media, and sponsor visibility;
 - 3.2.10 establishing ITU budget for the Event which shall remain entirely confidential;
 - 3.2.11 billing and collecting all payments arising exclusively in the context of ITU's contractual agreements.
- 3.3 ITU shall retain the exclusive ownership of and rights to manage and distribute the data and other information created during and for the Event.
- 3.4 All official relations with the media (radio and television, electronic media, newspapers and other publications, etc.) with regard to the preparation, conduct and follow-up of the Event, as well as all official communication activities undertaken for the Event, shall be the responsibility of the Secretary-General or his designated representative, in cooperation with the competent authorities designated by the Government.
- 3.5 In its relations with the media, the Government agrees not to interfere in matters relating to substantive issues, including the structure or content of the Event, which are the sole responsibility of ITU.

- 8 -
C10/108-E

ARTICLE 4

Host Country Obligations

- 4.1 More main requirements of Host Country Obligations are given in Annex 1.

ARTICLE 5

Income

- 5.1 Any surplus income arising from the organisation of the Event shall belong entirely to ITU, which shall utilise the surplus, if any, in accordance with [Resolution 11 (Rev. Guadalajara, 2010)].

ARTICLE 6

Other events

- 6.1 The Government agrees neither to sponsor nor to hold any other ~~national~~ regional or International ICT/telecommunications-related commercial event, exhibition, forum or conference in (Name of country), within the period of six (6) months prior to and six (6) months after the Event.

ARTICLE 7

Privileges, Immunities and facilities

7.1 In compliance with Decision 304 of the Council, confirmed by the latter's Resolution 1004, the Government of (Name of country) shall apply, without reservation, the provisions of the Constitution and the Convention of the ITU and, in its capacity as host Government of the Event, shall authorise all Event participants and all ITU officials, as well as members of their families, to enter, remain in, and exit (Name of country) without any impediments, throughout the duration of their functions, mission(s) or stay(s) in connection with the Event.

7.2 Unless otherwise specified in this Agreement, the Parties hereto agree that the provisions of the Convention on the Privileges and Immunities of the Specialised Agencies (hereinafter the "1947 Convention"), approved by the General Assembly of the United Nations on 21 November 1947 and to which (Name of country) is a Party, shall apply without reservations in respect of the Event, of ITU Officials, of representatives of Member States, representatives of the UN and its Specialized Agencies, in the framework of this Agreement and its implementation. (FOOTNOTE 1) if the host country is not a party to the 1947

- 10 -
C10/108-E

Convention, ITU would accept to apply, by analogy, the provisions of the 1946 Convention on the privileges and immunities of the United Nations.]

7.3 Event Participants Invited by ITU, as well as persons performing functions for, or at the request of, ITU for the Event, including those referred to in Annex 1 hereto, shall enjoy immunity from legal process in respect of words spoken or written and any acts performed by them in connection with their participation in the Event.

ARTICLE 8

Cancellation, postponement or change of venue of the Event/ Force Majeure

8.1 In the event of the cancellation, interruption, postponement or change of venue of the Event as the result of a decision by ITU, ITU shall have the right to terminate this Agreement. In case of any such termination, ITU's liability, whether financial or otherwise, shall be confined solely to the expenditure incurred directly by the Host Committee in respect of items needed for the organization and preparation of the Event up to the date of termination only, to the extent that such expenses no longer serve any useful purpose and provided they were essential and cannot be cancelled or reduced. If such termination is the result of force majeure, or occurs by mutual agreement between the Parties, each Party shall bear its own costs.

8.2 If, prior to or during the Event, the Government is no longer in a position to host the Event or permit it to take place on the dates scheduled, or requests that the venue of the Event be changed, the Government's responsibility to ITU shall be limited to the expenses deriving from that decision, in particular all expenses already committed or paid by ITU in respect of items needed for the Event, to the extent that such expenses no longer serve any useful purpose and provided that they were essential and cannot be cancelled or reduced. Any expenditure which may be incurred by ITU for the rental of premises other than those specified in Article 2 of this Agreement for the holding of the Event shall likewise be defrayed by the Government. In addition, the Government shall be responsible for dealing with any action, claim or demand arising out of the Government's decision to cancel, postpone, or change the venue of the Event and shall indemnify and hold harmless ITU and its officials in respect of any such action, claim or demand.

8.3 Notwithstanding Article 8.1 above, ITU reserves its right to cancel the Agreement, after prior consultation with the Government, should ITU decide that participation in the Event will be adversely affected by public travel restrictions to the country. Each Party shall be responsible for its own costs should the Agreement be cancelled on this basis.

8.4 *Force majeure* under this Agreement shall mean acts of God, industrial disturbances, acts of public enemy, civil disturbances, explosions or any other occurrence which is beyond the control of either Party and which neither Party, exercising due care, is able to overcome.

8.5 Immediately upon occurrence of any act constituting *force majeure*, either of the Parties shall give written notice and full particulars thereof to the other Party, if the

- 11 -
C10/108-E

occurrence of the *force majeure* risks rendering the proper performance of this Agreement, wholly or in part, impossible. In that event, both Parties shall, within five (5) calendar days after receipt of such written notification by either of the Parties, enter into negotiations, in order to assess mutually the *force majeure* and its impact on the proper performance of the Agreement and to agree mutually on any necessary period of suspension of services to be performed hereunder, on any extension of the duration of this Agreement needed to complete its performance or, if necessary, to agree on the termination of this Agreement and the settlement of the related financial issues.

8.6 The settlement agreed upon by both Parties during these negotiations, which shall be terminated no later than seven (7) working days after their commencement unless otherwise agreed upon in writing by the Parties, shall be recorded in a written agreement between the Parties which shall be annexed hereto, and shall form an integral part of this Agreement.

8.7 If the Parties are unable to agree on the adjustments to be made as a consequence of an act of *force majeure*, this Agreement shall terminate at the end of the above-designated period of negotiations, and the dispute shall be settled in accordance of the provisions of Article 12 below.

ARTICLE 9

Implementation of this Agreement

Arrangements for the implementation of this Agreement shall be agreed between the Secretary-General or his designated representative and the competent authorities of the Government or the liaison officer designated by them.

ARTICLE 10

Assignment

Neither of the Parties shall assign, transfer, pledge nor make any other disposition of this Agreement, or any portion thereof, without the prior written consent of the other Party. This Agreement shall be binding upon the two Parties, their successors and assignees.

- 12 -
C10/108-E

ARTICLE 11

Contractual relationship

- 11.1** The Government, where necessary, shall have the right to engage subcontractors to assist it in the performance of its duties and obligations contained in this Agreement.
- 11.2** Nothing in this Agreement shall be considered as creating any contractual relationship between ITU and any subcontractors or agents of the Government, neither any contractual relationship between the Government and any subcontractors or agents of ITU.
- 11.3** The Government shall not charge to ITU any commission on the goods and/or services which it may obtain from its subcontractors.

ARTICLE 12

Settlement of disputes

- 12.1** Subject to paragraph 12.5 below, any dispute between the Parties arising out of or in connection with this Agreement which cannot be settled amicably by negotiation between the Parties or by any other mutually agreed means within six (6) months of the date of notification of the dispute shall be referred to a committee of three (3) arbitrators (hereinafter referred to as the "Committee"). One of the arbitrators shall be appointed by the Secretary-General, and another by the Government. The two arbitrators thus appointed shall in turn appoint a third arbitrator to be chairman of the Committee. Should either Party fail to appoint its arbitrator within one (1) month after notification by the other Party of the name of its arbitrator, or should the two arbitrators so appointed fail to appoint a chairman within two (2) months of the second arbitrator being appointed, the arbitrator not yet appointed (or the chairman, as applicable) shall be appointed by the President of the International Court of Justice.
- 12.2** The language of arbitration shall be [English][French][Spanish] and the place of arbitration shall be Geneva.
- 12.3** Unless otherwise stipulated by the Parties in writing, the Parties agree that the Committee shall be free to decide on the procedures to be followed and to allocate the costs relating to the arbitration between the Parties.
- 12.4** The Parties to this Agreement agree that the Committee's decision shall be final and binding upon them, and that no appeal of the decision may be brought before any national court or tribunal.
- 12.5** Any dispute that involves a question governed by the 1947 Convention shall be dealt with in accordance with section 32 of that Convention.

- 13 -
C10/108-E

ARTICLE 13

Liability

- 13.1 The Government shall be responsible for dealing with any action, claim or other demand brought against ITU or its officials arising out of:
- a) Injury to persons or damage to or loss of property on the premises referred to in Article 2 above that are provided by or placed under the control of the Government, other than damage for which ITU is responsible pursuant to paragraph 5.4 above;
 - b) Injury to persons or damage to or loss of property caused by, or incurred in using, the transport services referred to in Annex 1 to this Agreement;
 - c) the employment for the Event of staff provided by the Government under the present Agreement, including any actions or claims of any kind whatsoever brought by such staff.
- 13.2 The Government shall indemnify and hold harmless ITU and its officials in respect of any such action, claim or other demand.

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13.3. The Government shall not, as a result of the ITU activities in the State, assume any international responsibility for any act or omission by the ITU or by its staff

ARTICLE 14

Notice

- 14.1 Any notice to be given by one of the Parties to the other shall be deemed sufficient when sent by prepaid, registered or certified first class air mail (with acknowledgement of receipt) or by fax to the other Party at the following address:
- 14.1.1 International Telecommunication Union
c/o [name of ITU Secretary-General], Secretary-General
Place des Nations
CH-1211 Geneva 20, Switzerland
Fax: +41 22 730 6444
- 14.1.2 The Government of [name of the State]
[address to be completed]
- 14.2 Any such notice or information shall become effective on the date of its receipt by the Party to which it is addressed, as follows:
- 14.2.1 on the seventh business day following the mailing thereof if sent by registered mail;

- 14 -
C10/108-E

14.2.2 on the next business day following the transmittal thereof if sent by fax.

ARTICLE 15

Use of names, abbreviations, titles, logos and flags

15.1 The name, abbreviation, logo and flag of ITU shall be used exclusively by ITU and shall not be used by the Government or by the Host Committee or its partners or official suppliers, as applicable, without the prior written consent of the Secretary-General or his representative duly authorized to act in the matter.

15.2 The name, abbreviation and logo of ITU TELECOM shall be used exclusively by ITU and shall not be used by the Government or by the Host Committee or its partners or official suppliers, as applicable, without the prior written consent of the Secretary-General or his representative duly authorized to act in the matter.

15.3 ITU shall retain the exclusive right to use the title [name of the Event] for events that it organizes.

15.4 ITU shall retain all intellectual property rights to the name, abbreviation, title and logo of the Event, which shall not be used by the Government or by the Host Committee or its partners or official suppliers, as applicable, subject to paragraph 15.5 below, without the prior written consent of the Secretary-General or his representative duly authorized to act in the matter.

15.5 The Government shall be authorized to use the name, abbreviation, title and logo of the Event in connection with the following needs:

- a) an information brochure on the Event and the homepage for an Internet website set up by the Government for this purpose;
- b) publications whose text has been approved in advance by ITU;
- c) publicity material intended to appear in the local and international media, the content of which has been approved in advance by ITU and whose purpose is to inform of logistical arrangements for the Event and provide them with other relevant information;
- d) press conferences relating to the Event and such other activities as may be necessary in connection with the preparation of the Event.

15.6 The Government shall keep ITU regularly informed concerning any use it makes of the name, abbreviation, title or logo in the context of paragraph 15.5. It may not be held responsible for the fraudulent use of the Event name, abbreviation, title or logo by any unauthorized third party.

15.7 Neither the Government or the Host Committee, nor its partners or official suppliers,

- 15 -
C10/108-E

as applicable, shall use any other marks, branding, titles, themes, slogans, names, signage and logos in connection with the Event without the prior written consent of the Secretary-General or his representative duly authorized to act in the matter.

ARTICLE 16

Modification of this Agreement

16.1 This Agreement, including its Annexes and their Appendices (if any) may not be modified except by mutual written agreement between the Government and the Secretary-General. Any modification shall be considered an integral part of this Agreement.

16.2 In case of discrepancy between this Agreement and its Annexes, this Agreement shall prevail. In case of discrepancy between its Annexes and their Appendices, the Annexes shall prevail.

ARTICLE 17

Entry into force and duration of this Agreement

17.1 This Agreement, including its Annexes and their Appendices (if any) which shall form an integral part hereof, shall enter into force immediately upon signature by both Parties.

17.2 The provisions of this Agreement shall remain applicable until the final settlement between the Parties, in accordance with the terms and conditions set forth herein, of all organizational, financial and other matters relating to the Event.

New 17.3 This Host Country Agreement shall be construed in the light of its primary purpose of enabling the Parties fully and effectively to discharge respective obligations hereunder

IN WITNESS THEREOF, the undersigned, being duly authorized for that purpose, have signed this Agreement in two (2) original copies in the [English][French][Spanish] language.

For the
Government of [name of the State]

For the
International Telecommunication Union

- 18 -
C10/108-E

Name (Title)	[name of ITU Secretary General] Secretary-General
Place:	Place:
Date:	Date:

Annexes:

Annex 1: Obligations of the Host Country

ANNEX 1

HOST COUNTRY OBLIGATIONS

ARTICLE 1

Event Promotion

[In accordance with arrangements specified in the Call for Bids]

1.1 The Government shall fund and work in close collaboration with ITU TELECOM in the promotion of the Event in the following ways:

- 1.1.1 Reinforce the message and the branding at both national and international level, and to create an integrated strategy towards potential participants.**
- 1.1.2 Market the Event through Country national diplomatic representations worldwide (Embassies, Consulates, Missions) to promote wider participation at the Event and encourage organizing National Pavilions.**
- 1.1.3 Coordinate and host meetings and events across the world to promote the Event, and in particular encourage participation in the Forum, national and thematic pavilions.**
- 1.1.4 Disseminate promotional material and place on-line banners in the relevant governmental and ministerial websites to ensure easy access to information regarding the Event and participation details.**
- 1.1.5 Organize and coordinate in [dates] the presence of Hospitality Suites to promote the Event at key ICT events across the world.**

1.2 The Government shall prepare and implement, at its cost, in liaison with ITU, and in coordination with ITU's global promotion program, a media plan to promote and advertise the Event across the world.

1.3 The Government shall ensure that the Country is represented by its highest-level dignitaries including its head of state, head of government, and other senior officials during the Opening Ceremony and other key components of the Event to be determined jointly by the Government and the ITU. Confirmation will be needed that the Host Country's national and presidential protocol service and security organization will be involved as required in the coordination of the Event with the ITU.

ARTICLE 2

Financial Arrangements

[In accordance with arrangements specified in the Call for Bids]

According to the current ITU Financial Rules, ITU requests that ITU Telecom Events are a self-financed activity.

Added → **2.1** The Government shall provide a minimum lump-sum payment [xxx - amount to be specified during the call for bids] to ITU to share ITU Telecom's core expenditures related to preparation, planning and implementation of the Event. This amount shall be provided in Swiss Francs in a **special Event** account specified by ITU within three (3) months following the signature of this Agreement.

2.2 The Government shall defray any expenses directly or indirectly involved by reason of the Event being held in (place) rather than at ITU headquarters. Such expenses consist in particular, without prejudice to the provision of Article 7 below, of the following: (1) staff expenses and daily subsistence allowance of ITU officials, travelling to the Host Country in connection with the preparation and planning of the Event, pursuant to the relevant provisions of the Staff Regulations and Staff Rules of ITU and the supplementary service orders issued in connection therewith; (2) travel and terminal expenses of ITU officials, travelling to the Host Country in connection with the preparation and planning of the Event, in accordance with the relevant provisions of the Staff Regulations and Staff Rules of ITU and the supplementary service orders issued in connection therewith; (3) cost of transport and insurance charges from ITU headquarters to the Venue of all equipment, materials and documents necessary for the proper functioning of the Event secretariat.

These expenses shall be recorded in special accounts kept by the General Secretariat of ITU, which shall manage the necessary funds in accordance with instructions communicated by the ITU rules and regulations. The accounts shall be kept in Swiss francs.

New **2.3** As soon as possible and not later than six (6) months after the close of the Event, ITU shall prepare for the Government a statement of account indicating the sums paid by the Government to ITU or on behalf of ITU, and the amounts paid by ITU for facilities and services chargeable to the Government. The balance shall be settled in Swiss francs by the Government or by ITU, as the case may be, not later than three (3) months after the statement of account has been received. The Government shall have the right to seek and obtain justification for any amount contained in this statement.

2.4 The Government shall purchase number of products across the Event's portfolio of services and products. This would include for example: (1) xxx square metres of floor space to organize of a Pavillion showcasing national and/or regional innovation and investment opportunities; (2) a number of Event passes; and (3) CHF xxx in sponsorships.

- 19 -
C10/108-E

- 2.5 The Government shall defray expenses related the following events: (1) Opening Ceremony (for about 3000 guests); (2) Welcome Dinner Reception (for about 2000-3000 guests); (3) a VIP Dinner Reception (for Ministers, Ambassadors, Directors-General, Secretary-Generals, and CEOs) for about 1000 guests; and (4) a Forum Dinner (for about 300 guests). The Government will also defray expenses relating to any other receptions or other events that it organizes in conjunction with the Event. Any such receptions and events shall be organized in coordination with the ITU.
- 2.6 The Government shall provide fellowships to ITU special programs such as the Youth Forum or the Telecommunication Development Symposium.

ARTICLE 3

Protocol

[In accordance with arrangements specified in the Call for Bids]

- 3.1 The ITU attaches great importance to ensuring that visiting dignitaries are received according to established protocol procedures and that excellent security is provided for them at the Event. The Host Country shall provide the necessary security and extend the standard protocol courtesies to all visiting dignitaries.
- 3.2 The Host Country shall organize a Protocol Service to meet all arriving Ministers and Ministerial-level guests and accompany them to the airport on their departure. The Host Country shall offer to provide chauffeur driven cars free-of-charge to visiting Ministers, in particular if they have no official representation in the Host City. Additional security, if deemed necessary by the Host Country, shall be provided.
- 3.3 The Host Country shall ensure that the VIP lounge at the airport can be used freely by the Ministers and by ITU's Protocol Service.
- 3.4 The Host Country shall make the necessary arrangements to: (1) organize and staff a welcome desk at the airport to assist Event participants; (2) provide preferential treatment through customs for arriving and departing Event participants.

ARTICLE 4

Transport and Hotels

[In accordance with arrangements specified in the Call for Bids]

- 4.1 The Government shall provide, at its expense, transport for ITU official as follows:
- 4.1.1 Chauffeur driven cars, upon arrival at the airport, for five (5) Elected Officials and

- 20 -
C10/108-E

Special authorization for official cars for the duration of the Event.

- 4.1.2** Transport for ITU staff, upon arrival at the airport to hotels, during the Event, from the hotels to the Events and vice versa, and after the mission for the Event from hotels to the airports. Schedules of the shuttles will be established by ITU. This provision should apply to trips to host country by ITU staff in connection with the preparation and planning of the Event.
- 4.1.3** Transport for Event Participants, upon arrival at the airport to hotels, during the Event, from the hotels to the Events and vice versa, and after the Event from hotels to the airports. Schedules of the shuttles will be established by ITU.
- 4.2** The Government shall provide information to show the frequency and number of air links between the host city and major international airports in North America, Europe, Asia, Latin America and Africa. Excellent urban public transport in the host city is also very important.
- 4.3** A range of hotel accommodation will be required. The Government shall ensure that about [number to be provided in call for bids] rooms in hotels or residences close to the Venue is available for the Event in the three to five star categories at competitive prices within a one-hour travel time from the venue by bus, train or car. The Host Country shall confirm it would make a block booking on behalf of the ITU for [number to be provided in call for bids] rooms at or below corporate rates, to be managed by the ITU-appointed official travel agency. And the host country shall ensure that no minimum stay will be mandatory at the hotels.
- 4.4** The Government shall ensure that restaurants in sufficient number, ranging from inexpensive to expensive, are located in close vicinity of the Venue.

ARTICLE 5

Visas and Permits

- 5.1** The Government, in its capacity as host Government of the Event, shall authorize all Event participants and all ITU officials, as well as members of their families, to enter, remain in, and exit (Name of country) without any impediments, throughout the duration of their functions, mission(s) or stay(s) in connection with the Event.
- 5.2** To that end, the Government shall take all appropriate measures with a view to issuing the necessary visas and entry permits, where required, to all Event participants and ITU officials free of charge, as speedily as possible and not later than two (2) weeks before the date of the opening of the Event, provided application for the visa is made at least three (3) weeks before the opening of the Event; if the application is made later, the visa shall be granted not later than three (3) days from the receipt of the application. Arrangements shall also be made to ensure that visas and entry permits are delivered at relevant points of entry in [name of the State] to Event participants and ITU officials who were unable to obtain them prior to their arrival.

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- 21 -
C10/108-E

- 22 -
C10/108-E

ARTICLE 6

Security and Safety

[In accordance with arrangements specified in the Call for Bids]

6.1 The Government shall provide, at its expense, security and safety measures adequate to ensure the efficient functioning of the Event in an atmosphere of security and tranquillity free from interference of any kind.

The Government shall, in particular:

- a - Provide adequate security and protection to all ITU officials, all visiting dignitaries, and Event participants during their stay in (Name of the country), including special security and protections to all visiting dignitaries;**
- b - Provide adequate security and protection to all official hotels;**
- c - Provide adequate security and protection to Event Shuttle buses;**
- d - Provide adequate security and protection both inside and outside the venue. However, security and safety inside the venue shall be under ITU's control;**
- e - Provide adequate security and protection to all official social events, including those organized outside the Venue;**
- f - Provide on-site first-aid facilities for the duration of the Event, twenty-four (24) hours per day, and seven (7) days per week. For emergency services, the Government shall ensure immediate transportation and admission to a hospital.**

6.2 As soon as possible, and at least four (4) months prior to the opening date of the Event, the Government shall designate one (1) senior liaison officer to be in charge of security and safety, who shall work in close collaboration with ITU's Security and Safety Coordinator, to ensure that the security and safety plan is comprehensive and smoothly coordinated.

6.3 With the close and continuing collaboration of the Host Country, ITU will produce a confidential Event Security Plan. The Security Plan will detail security and safety measures specific to the Event, to the Event participants, to the ITU officials and to the location. This document will be issued on a need-to-know basis. The first issue will be not later than twelve [12] months before the start date of the Event. The document will mature as the Event nears, as persons and resources are allocated, and as risks are identified and addressed. Issue of the completed and comprehensive document will be not later than three [3] months before the start date of the Event.

- 23 -
C10/10B-E

ARTICLE 7

Venue Specifications and local staff requirements

[Exact configuration and equipment requirements to be specified in the Call for bids]

- 7.1. The Government shall make available free of charge a Venue with the following minimum characteristics:
- 7.1.1 A number of conference rooms and facilities with different capacities will be required at the Venue, including but not limited to the following:
 - 7.1.1.1 A main room with a seating capacity of about 2500 persons.
 - 7.1.1.2 Furnished offices for Elected Officials.
 - 7.1.1.3 10 – 15 Forum rooms with a seating capacity of 400 to 50 each.
 - 7.1.1.4 A couple of press conference rooms with a seating capacity of about 300 each.
 - 7.1.1.5 An office to be used by ITU staff.
 - 7.1.1.6 A press room to be used by the [number to be confirmed] journalists that ITU expects to accredit.
 - 7.1.2 Exhibition space will be required at the Venue. Main Exhibition halls should be permanent construction (not tents), and should be able to accommodate a minimum of 30,000 - 60,000 square meters of gross inside exhibition space, air-conditioned. This does not include space for conferences, meeting rooms, restaurants, registration, press facilities, storage, or organizer offices.
- 7.2 Information and Communications Technology (ICT) Infrastructure will be required to deliver the event. Such ICT infrastructure is critical to meet the expectations of Event participants in terms of wireless Local Area Network and Internet webcast. The Host Country shall provide free-of-charge to the ITU Secretariat, and in accordance with ITU's technical ICT specifications (to be provided at a later date) and for the duration of the venue rental, the following equipment and services, including but not limited to:
- 7.2.1 Telecommunication lines and local area networks;
 - 7.2.2 IT, telecommunication and network equipment and usage;
 - 7.2.3 ICT requirements which may include telephone, handsets and telephone lines, fax and fax lines, mobile services and communication costs;
 - 7.2.4 Internet connectivity direct dedicated links or leased lines to access the ITU

- 24 -
C10/108-E

Intranet and Internet access.

7.3 The government shall provide the Event with local staff (including security staff), at no cost to ITU, in accordance with arrangements to be specified in the Call for bids. The number staff involved will vary depending on the location.

ARTICLE 8

Host Committee

The Government shall establish, at its own expense, and no later than three (3) months after signing this Agreement, a Host Committee in (name of place and country), composed of a sufficient number of staff to undertake local, administrative and operative tasks to carry out the Government responsibilities set forth in this Annex.

The Government shall provide ITU with a list of names, titles, functions and contact information of all the persons constituting the Host Committee no later than three (3) months after signing this Agreement. This list shall include details of all bodies and authorities in all relevant areas of activities including but not limited to: police, security, media, protocol, visas, customs, transportation, hotels, logistics, and IT. The reporting structure and communication process with the Host Committee will be mutually agreed between the Government and ITU. The Host Committee should be English-speaking and should assign one person to interface with ITU.

ARTICLE 9

Tax and Duty Exemption

- 9.1** The Government shall ensure all tax and duty exemption for ITU from any relevant federal, state or local tax and duty, including any form of sales tax on any and all income and expenses, related to:
- 9.1.1** Any Event goods and services provided to ITU in connection with the Event.
 - 9.1.2** Any Event goods and services provided to exhibitors and other Event participants by ITU.
 - 9.1.3** Any and all fees or income to ITU for rental of exhibition space, Forum delegate registration, ITU Event printed material and publications, visitor's entrance charges, any books or products sold by ITU, and all support services provided by ITU in connection with the Event.
- 9.2** When necessary, the Government shall provide ITU with written confirmation of this tax and duty exemption.
- 9.3** The Government shall allow the temporary importation, tax free and duty free, of all equipment, including technical equipment, accompanying accredited representatives of information media and issue without delay any necessary import and export permits for this purpose.

- 25 -
C10/108-E

ANNEX B

PROCEDURE FOR HOSTING ITU TELECOM EVENTS

1. Procedures

- a) In accordance with Resolution 11 (Rev. Antalya, 2006) and the principles agreed upon during Council 2010, ITU TELECOM will issue an International competitive call for bids for the hosting of yearly ITU TELECOM Events from 2012 to 2014. To maintain a good continuity for events, it is recommended that the bidding period covers the 2012 to 2015 period.
- b) The Events will take place in a fixed location during the even-numbered years and in rotating location in the odd-numbered years.
- c) ITU TELECOM will issue an International competitive call for bids for the hosting of ITU TELECOM Events preferably 24 months before the Event.
- d) Based on the offers received, missions will be organized to visit the potential host countries on the short list of preselected candidates recommended by the ITU Telecom Board, to see the proposed venues and to discuss details of the offers. An audition of the short listed candidates may be organized at the ITU Headquarters.
- e) Subsequently, ITU TELECOM will prepare and present a confidential report consisting of a comparison and evaluation of the offers, to the ITU TELECOM Board for their consideration.
- f) The Secretary-General will make the final decision concerning selection of the Host Country preferably 18 months before the Event.
- g) Once the host country has been selected, a host country agreement and a venue contract will be concluded.
- h) Particularly important in the selection criteria will be the level of support pledged by the Government, the availability of the necessary venue infrastructure, a competitive venue price and conditions, security, and exhibitor interest in participating in an event in the potential host country.

2. Background

ITU TELECOM events are organized in accordance with Resolution 11. This resolution states that the ITU TELECOM Events are of considerable importance in keeping the membership of the Union and the wider ICT community informed of the latest advances in all fields of telecommunications/ICT and the possibilities of applying these achievements for the benefit of all Member States and Sector Members, particularly the developing countries.

The Resolution resolves that the Union should, in collaboration with its Member States and its Sector Members, organize ITU TELECOM Events on predictable and regular basis by ITU, taking due account of the need to ensure the financial success of such events.

- 28 -
C10/108-E

Also of interest is that the resolution resolves that a significant part of any surplus income over expenditure derived from ITU TELECOM activities should be transferred to the ICT Development Fund under the ITU Telecommunication Development Bureau, for specific telecommunication development projects, primarily in the least developed countries.

Finally, the Resolution instructs the Secretary-General that ITU TELECOM Event be held every year and that the determination of the venue shall be based on competitive selection focused on formally confirmed pertinent financial commitments by host country to ensure the success of ITU TELECOM Events and, surplus income from all ITU TELECOM Events.
