



Agenda item: ADM 7

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Report by the Secretary-General

MEMORANDA OF UNDERSTANDING HAVING FINANCIAL AND/OR STRATEGIC IMPLICATIONS

Summary

This document contains a list of memoranda of understanding (MoU)/agreements signed by ITU since the last Council session having potential financial and/or strategic implications for the Union. Each MoU/agreement contained in the list is reproduced in annex to the present document.

Action required

The Council is invited **to note** the report.

Houlin ZHAO
Secretary-General

Counterpart(s)	Subject	Date of signature	ITU Focal Point
China Academy of Information and Communications Technology (CAICT)	Collaboration Arrangements to establish a high-level framework of cooperation on ITU's Smart Incubator Program, for the purpose of promoting telecommunication/ ICT-centric innovation and assisting developing countries in the implementation of ITU-T standards	12.06.19	TSB
African Organisation for Standardisation (ARSO)	Cooperation Agreement – mutual cooperation	20.06.19	TSB
CISCO Systems, Inc., USA	Memorandum of Understanding to establish a high-level framework of cooperation for the Digital Transformation Centre (DTC) Initiative	31.07.19	BDT
Huawei Technologies Co., Ltd., China	Memorandum of Understanding to establish a high-level framework of cooperation in the area of ICT capacity building and skills development	11.09.19	BDT
Zhejiang University, China	Memorandum of Understanding – mutual cooperation	13.09.19	SPMD
The National Cybersecurity Authority of Saudi Arabia (NCA)	Joint Declaration to further promote international cooperation on cybersecurity	26.09.19	BDT
National Telecommunication Agency of the Federative Republic of Brazil (ANATEL)	Memorandum of Understanding to assist ITU in performing measurements related to cases of harmful interference for which an administration is seeking the assistance of ITU	31.10.19	BR
Together Against Cybercrime International (TaC)	Letter of Intent - supporting the implementation of the ITU Youth Strategy at the global level	02.04.20	BDT

COLLABORATION ARRANGEMENTS

between

THE INTERNATIONAL TELECOMMUNICATION UNION

and

**CHINA ACADEMY OF INFORMATION AND COMMUNICATIONS TECHNOLOGY
(CAICT)**

**TO ESTABLISH A HIGH-LEVEL FRAMEWORK OF COOPERATION
ON ITU'S SMART INCUBATOR PROGRAM, FOR THE PURPOSE OF PROMOTING
TELECOMMUNICATION/ICT-CENTRIC INNOVATION AND ASSISTING
DEVELOPING COUNTRIES IN THE IMPLEMENTATION OF ITU-T STANDARDS.**

THESE COLLABORATION ARRANGEMENTS ("Arrangements") are entered into by and between:

THE INTERNATIONAL TELECOMMUNICATION UNION ("ITU"), an intergovernmental organization and the specialized agency of the United Nations for information and communication technologies (ICTs), having its seat at Place des Nations, CH-1211 Geneva 20, Switzerland; and

CHINA ACADEMY OF INFORMATION AND COMMUNICATION TECHNOLOGY ("**CAICT**") (the "Partner"), a Scientific Research Institute, having its headquarters at No. 52, Hua Yuan Bei Road, Haidian District, 100191 Beijing, China.

For purposes of these Arrangements, ITU and the Partner are hereinafter referred to collectively as the "Signatories" and each as a "Signatory."

Whereas, Resolution 205 (Dubai, 2018) of the Plenipotentiary Conference resolves that the Union, within its mandate and existing mechanisms, should support Member States, upon request, in promoting an enabling environment for telecommunication/ICT-centric innovation by small and medium-sized enterprises (SMEs), start-ups, incubation centres and young entrepreneurs, supporting relevant activities with other international agencies;

Whereas, Resolution 71 (Rev. Dubai, 2018) of the Plenipotentiary Conference resolves under objective T.4 to foster the acquisition and sharing of knowledge and know how on the standardization activities of ITU-T;

Whereas, Resolution 44 (Rev. Hammamet, 2016) of the World Telecommunication Standardization Assembly resolves that ITU-T, in collaboration with the other Sectors, especially the ITU Telecommunication Development Sector (ITU-D), as appropriate, shall develop a program i) to assist developing countries in developing strategies and methods that facilitate the process of linking innovations to the standardization process and ii) to assist developing countries in developing means to align their national industrial and innovation strategies towards the goal of achieving highest impact on their socio-economic ecosystems and iii) to assist developing countries on developing strategies in establishing national/international test laboratories for emerging technologies;

Whereas, the aforementioned Resolution further instructs the Director of TSB, in collaboration with the Directors of BR and BDT, to encourage the formation of partnerships under the patronage of ITU-T as one of the means for financing and implementing the objectives of the action plan annexed to said Resolution;

Whereas, in accordance with Resolution 66 (Rev. Dubai, 2012) of the World Telecommunication Standardization Assembly, that the rapid change of the telecommunication/information and communication technologies environment requires related technology watch and immediate reaction, in order to propose possible ITU-T standardization activities as early as possible;

WHEREAS, Resolution 86 (Hammamet, 2016) of the World Telecommunication Standardization Assembly, instructs the Director of TSB, in collaboration with the Director of BDT to provide assistance to Smart Africa and African regional groups from within the assigned budget in order to support pilot projects aimed at speeding up the implementation of ITU standards and Recommendations and to strengthen training and guide Smart Africa member states, partner organizations and industries in their adoption of ITU-T standards.

WHEREAS, Resolution 98 (Hammamet, 2016) instructs the Director of TSB to provide necessary assistance in order to take advantage of every opportunity, within the assigned budget, to promote quality standardization work in a timely manner, and to communicate with telecommunication and ICT industries in order to promote their participation in ITU-T's standardization activities on IoT and SC&C.

WHEREAS, the ITU-T Smart Incubator Programme including SMART ABC assists and supports technology-oriented entrepreneurs and startups in the early development stages, with the aim to provide hands-on support and assistance on the application of testing and validation techniques in bettering the standards-making process.

WHEREAS, CAICT provides strong support for the industry's major strategies, plans, policies, standards, testing and certification, thus being in itself an important facilitator in the leapfrog development and innovation of China's information and communications industry, especially in emerging research areas involving: Industrial Internet(IIoT), Identifier Resolution System, Block Chain, AI, Financial Science and Technology, Internet of Things (IoT), Smart City, Cloud Computing, Big Data, 5G, etc.

WHEREAS, CAICT has established multiple national-level laboratories, thus providing an outstanding basis and sophisticated facilities for promoting the research, innovation, testing, development of ICT as well as achieving the vision of the ITU Smart Incubator Programme.

WHEREAS, the Signatories now desire to enter into these Arrangements for the purpose of establishing a high-level, non-binding framework applicable to the cooperation between the Signatories which is described herein.

NOW, THEREFORE, the Signatories intend to cooperate with each other as follows:

ARTICLE 1

PURPOSE OF THESE ARRANGEMENTS; IMPLEMENTATION OF THE COOPERATION

- 1.1 The purpose of these Arrangements is to establish a high-level, non-exclusive framework for the cooperation which the Signatories mutually intend to undertake in the area of technology incubation for the purpose of cooperating in supporting technology oriented entrepreneurs and startups that are more fully described under Article 2 (collectively, the "Cooperation").
- 1.2 The relevant terms and conditions concerning the Cooperation (including, without limitation, those relating to financial, legal and operational matters, as well as to the respective rights, roles and responsibilities of the Signatories, if any) will be set forth in one or more legally binding written agreements, project documents and/or other instruments which will be separately negotiated, agreed to and signed by both of the Signatories following the execution of these Arrangements.

ARTICLE 2

PURPOSES OF MUTUAL COOPERATION

Subject to the other provisions of these Arrangements, the Signatories hereby express their mutual intent to cooperate with one another, within their respective mandate and in accordance with their respective rules, regulations and procedures, for the purpose of the ITU Smart Incubator Programme. It is envisioned that the Partner will be in position to identify and suggest to ITU, high-potential

entrepreneurs/projects from China to be submitted to the ITU Smart Incubator Programme. In this context, CAICT may nominate Chinese based start-ups/founders to take part in the ITU Smart Incubator Programme. Further CAICT provides consultancy to ITU Smart Incubator start-ups based in China and/or entering the Chinese market, on subjects such as Intellectual Property Rights, IT solutions, Technology and Standards and business development and assists to promote the ITU Smart Incubator Programme to their Fora and Alliances.

ARTICLE 3

NATURE OF THESE ARRANGEMENTS

- 3.1 These Arrangements are not intended as, and will not be deemed or construed as, a binding agreement between the Signatories. Nothing contained in these Arrangements will give rise to any form of fiduciary or legal obligations or responsibilities by either Signatory.
- 3.2 These Arrangements do not constitute, and will not be deemed or construed as, any obligation or commitment of any type, whether express or implied, by either Signatory in respect of the provision of funds or financing; and any activities that may be conducted hereunder will be subject to and contingent upon the availability of sufficient staff, funds and other resources.

ARTICLE 4

EFFECTIVENESS; AMENDMENT AND TERMINATION

- 4.1 These Arrangements will become effective on the date of their signature by both of the Signatories, and their provisions will remain applicable until these Arrangements are terminated in accordance with this article.
- 4.2 These Arrangements may only be modified or supplemented pursuant to a written amendment mutually agreed to and signed by both of the Signatories. Any such amendment will be annexed to these Arrangements and will form an integral part hereof.
- 4.3 These Arrangements may be terminated by either Signatory by providing written notice thereof to the other Signatory at least thirty (30) days prior to the effective date of such termination.

ARTICLE 5

CHANNEL OF COMMUNICATIONS AND NOTICES

- 5.1 For purposes of facilitating the implementation of the agreements and other arrangements, which may be established by the Signatories under the framework of these Arrangements, the channel of communication for the Signatories will be as follows:

For ITU:

International Telecommunication Union
Place des Nations
CH-1211 Geneva 20
Switzerland
Attention: Chief, Operations and Planning Department
Mr Alexander Ntoko
Telephone: +4122730 5525
E-mail: alexander.ntoko@itu.int

For the Partner:

CHINA ACADEMY OF INFORMATION AND COMMUNICATIONS TECHNOLOGY
No. 52, Hua Yuan Bei Road
Haidian District
100191 Beijing, China
Attention: Director, International Cooperation Department
Ms Liu Rui
Telephone: + 86 10 62302823
E-mail: liurui@caict.ac.cn

- 5.2 Each Signatory may, by written notice to the other Signatory, designate additional or substitute representatives of such Signatory.

ARTICLE 6
SETTLEMENT OF DISPUTES

Any dispute between the Signatories arising from these Arrangements will be resolved by amicable direct negotiations between the Signatories, or by any other means to which the Signatories mutually agree in writing.

ARTICLE 7
PRIVILEGES AND IMMUNITIES

Nothing contained in or relating to these Arrangements will constitute or be deemed or construed as a waiver, whether express or implied, of any of the privileges, immunities or facilities which ITU or any of its officials enjoys by virtue of the international agreements and national laws applicable to ITU.

IN WITNESS WHEREOF, the Signatories have caused their duly authorized representatives to sign these Arrangements in two (2) originals in the English language, as of the date(s) set forth below.

For the
INTERNATIONAL TELECOMMUNICATION UNION



Chaesub Lee
Director
Telecommunication Standardization Bureau

For the
**China Academy of Information and
Communication**



Liu Duo
President

Date: 12.06.2019
Place: Geneva

Date: 30.05.2019
Place: Beijing



Cooperation Agreement

between

The African Organisation for Standardisation (“ARSO”)

and

The International Telecommunication Union (“ITU”)

This **COOPERATION AGREEMENT** (hereinafter referred to as "Agreement") is entered into by and between:

The **International Telecommunication Union** (hereinafter referred to as "ITU"), an intergovernmental organization and the United Nations specialized agency for information and communication technologies (ICTs), driving innovation in ICTs with a membership of 193 Member States, over 700 private-sector entities and over 150 academic and research institutes, having its seat in Geneva, Switzerland, represented by Mr Houlin Zhao, ITU Secretary-General;

and

The **African Organisation for Standardisation** (hereinafter referred to as "ARSO"), an intergovernmental standardization body established by the Organization of African Unity with a mandate to establish African Standards of interest to intra-African and global trade and to operate a continental conformity assessment system with a view to promoting African products, having its seat in Nairobi, Kenya, represented by Dr Hermogène Nsengimana, ARSO Secretary General.

For purposes of this Agreement, ITU and the ARSO are hereinafter also referred to collectively as the "Signatories" and each as a "Signatory."

WHEREAS, ITU's Telecommunication Standardization Sector ("ITU-T") assembles experts from around the world to develop international standards known as ITU-T Recommendations, which act as defining elements in the global infrastructure of information and communication technologies (ICTs);

WHEREAS, ITU Plenipotentiary Resolution 71 (Rev. Dubai 2018), "Strategic plan for the Union for 2020-2023" highlights, among the Objectives for the Standardization Sector, the importance of sharing of knowledge and cooperation with other organizations, namely:

- *Foster the acquisition, awareness, sharing of knowledge and know how on the standardization activities of ITU-T (ITU-T Objective T.4);*
- *Extend and facilitate cooperation with international, regional and national standardization bodies (ITU-T Objective T.5);*

WHEREAS, ARSO under its Strategic Plan for 2017 - 2022, Goals 1 (objective 2), 2 (Objective 1) and 4 (objectives 4 and 5) emphasize the Strategic partnerships for the benefit of member States and Stakeholders, namely:

- *Goal 1: ARSO, through its members, develops high-quality standards and related deliverables*
Objective 2: Align African Standards with globally accepted international standards which are consistent with Africa's development needs.
- *Goal 2: African standards are adopted and applied as national and sub-regional standards*
Objective 1: Ensure that major economic actors in strategically important sectors of national and sub-regional economies are aware of trade related benefits of regionally and internationally harmonized standards.
- *Goal 4: Stakeholders are effectively engaged across the entire ARSO standardization community*
Objective 4: Ensure that (potential) ARSO members and stakeholders can benefit from ARSO's regional and international visibility.

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Objective 5: Ensure best possible opportunities for the exchange of information and experience and thus for joint learning processes for the benefit of (potential) ARSO members and stakeholder groups.

HIGHLIGHTING, the socio-economic impact of ICT standardization in globalization and industrialization, which has been widely acknowledged with the expansion of global trade and regional integration.

NOW, THEREFORE, the Signatories intend to cooperate with each other as follows:

Article 1

Purpose and Objectives of the Agreement

1.1 The purpose of this Agreement is to establish a high-level, non-binding, non-exclusive framework for the cooperation which the Signatories mutually intend to undertake in the following areas, in line with their respective missions and mandates and in accordance with their respective rules, regulations and procedures:

- a. To promote the adoption and use of ITU standards (including, but not limited to ITU-T Recommendations) taking into account the requirements of the African Region to support long term sustainable economic development, as well as facilitating world and regional trade and integration;
- b. To exchange information on their respective standardization activities as well as to promote mutual and joint communications exchanges, including announcement of events organized in the African Region, newsletters, other means of communications that may be of relevance to enhance awareness and knowledge of ongoing standardization activities in Africa;
- c. To encourage, through their respective channels and procedures, the increased participation of ARSO Members in the work of ITU, in particular in the development of technical specifications and standards in emerging topics and technologies;
- d. To monitor, in respective areas of expertise, the development and trends in ICT standardization;
- e. To extend and facilitate the participation to and the use of ITU platforms, under different forms, such as ITU publications, relevant IT tools, and other ITU products.

1.2 The relevant terms and conditions concerning the cooperation in the abovementioned areas (including, without limitation, those relating to financial, legal and operational matters, as well as to the respective rights, roles and responsibilities of the Signatories, if any) will be set forth in one or more legally binding written agreements, and/or other instruments which will be separately negotiated, agreed to and signed by both of the Signatories following the execution of this Agreement.

Article 2

Tools for implementing this Agreement

2.1 Subject to provision 1.2 of this Agreement, and in accordance with the respective mandates, rules, regulations and procedures, the Signatories may consider the use of the following tools and facilities, which aim at encouraging overall the adoption of ITU-T Recommendations and other ITU outputs among ARSO Members:

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- ITUSearch:
The ITUSearch is a search engine able to extract documents, files, content and/or information that are related to a specific subject, topic or issue.
- ITU ICTs Standards Landscape:
This tool is intended to support the standardization for a given ICT domain (e.g. Security, Optical Fibers, Artificial Intelligence, 5G and Machine Learning, etc.) by identifying existing published standards, standards that are currently under development, and areas where a need for standards has been identified but work has not been initiated yet.
- Remote participation:
Tools that enable/facilitate access to ITU events from distance using remote participation tools.
- Applications:
Other IT technology transfer applications that highlight the role of ITU standards in the establishment of the Africa Free Trade Zone, as well as for instance, the ID continental identity/continental passport for Africa.
- Incubator Programme:
A multi-stakeholder platform that includes Member States, UN agencies, Standards Development Organizations, Industry, academia and other non-state actors. The Incubator Programme assists and supports technology-oriented entrepreneurs and start-ups in the early development stages.

Article 3

Exchanges of views, best practices and cross representation

The Signatories will endeavor:

- 3.1 To have cross representation in events as appropriate, including potentially using remote participation tools to facilitate wide participation at no cost for participants;
- 3.2 To seek opportunities to cooperate and share the best practices in the different fields or standardization, including emerging technologies;
- 3.3 To invite representatives of the other Signatory to attend events relevant for the mutual cooperation, subject to and in accordance with the inviting Signatory's rules and procedures.
- 3.4 The Signatories recognize the value of sharing information pertaining to this Agreement and of avoiding duplication of efforts in publishing and distributing such information. To this end, the Signatories intend to promote knowledge sharing, including the exchange of information and documents concerning the subject matters of this, in accordance with their respective rules, regulations and procedures, and without prejudice to any arrangements which may be in place (including, without limitation, with any third parties) to safeguard the confidential and/or otherwise restricted character of certain information and documents.



Article 4

Implementation of the Agreement

- 4.1 The Secretary General of ARSO and the Secretary-General of ITU shall make the necessary arrangements for the purpose of ensuring satisfactory implementation of the Agreement based on the mutual understanding of the Signatories and opportunities for mutual cooperation.
- 4.2 The Signatories intend to communicate from time to time to exchange views and report on accomplishments with regard to this Agreement.
- 4.3 The Signatories acknowledge that the implementation of this Agreement will, *i.a.*, support the Sustainable Development Goal 17 on strengthening the means of implementation and revitalizing the global partnership for sustainable development.
- 4.4 The Signatories may wish to acknowledge the role and contribution of each other in future communications to their respective constituents or to the public, on matters relating to the implementation of this Agreement. In doing so, neither Signatory may use the name, acronym nor emblem of the other Signatory without obtaining said Signatory's prior written permission.

Article 5


Nature of this Agreement; Financial Arrangements

- 5.1 This Agreement is not intended as, and will not be deemed or construed as, a binding agreement between the Signatories. Nothing contained in this Agreement will give rise to any form of fiduciary or legal obligations or responsibilities by either Signatory.
- 5.2 This Agreement does not constitute, and will not be deemed or construed as, any obligation or commitment of any type, whether express or implied, by any Signatory in respect of the provision of funds or financing; and any activities that may be conducted hereunder will be subject to and contingent upon the availability of sufficient staff, funds and other resources.

Article 6

Duration

- 6.1 This Agreement shall become effective upon signature by both Signatories and shall remain effective until 2024. Either Signatory may terminate this Agreement at any time, by furnishing to the other Signatory a written notice of termination at least thirty (30) days prior to the effective date of such termination.
- 6.2 Without prejudice to the foregoing, reasonable steps shall be taken to ensure that termination of this Agreement shall not be prejudicial to any activities or programmes undertaken within the framework of the Agreement pursuant to Section 1.2 above.
- 6.3 This Agreement may only be modified or supplemented pursuant to a written amendment mutually agreed to and signed by the Signatories. Any such amendment will be annexed to this Agreement and will form an integral part hereof.

Handwritten signature and initials in blue ink, located in the bottom right corner of the page.

Article 7**Contacts and Notice**

7.1 For purposes of facilitating the implementation of the Agreement, the channel of formal communication for the Signatories will be as follows:

For ARSO:

African Organisation for Standardisation
3rd Floor, International House
Mama Ngina Street, Nairobi
Kenya
Attention: Mr Reuben Gisore
Telephone: +254 (020) 222456 / 3311641 / 3311608
E-mail: arso@arso-oran.org; reubengo@arso-oran.org

For ITU:

International Telecommunication Union
Place des Nations
CH-1211 Geneva
Switzerland
Attention: Mr Alexander Ntoko
Telephone: +41 22 730 5525
E-mail: alexander.ntoko@itu.int

7.2 Each Signatory may, by written notice to the other Signatories, designate additional or substitute representatives.

Article 8**Settlement of disputes**

Any dispute between the Signatories arising from this Agreement will be resolved by amicable direct negotiations between the Signatories, or by any other means to which the Signatories mutually agree in writing.

Article 9**Privileges and immunities**

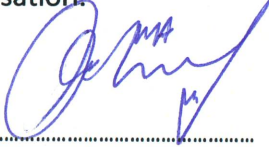
Nothing contained in or relating to this Agreement will constitute or be deemed or construed a waiver, whether express or implied, of any of the privileges, immunities or facilities which ITU or any of its officials enjoys by virtue of the international agreements and national laws applicable to ITU.

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IN WITNESS HEREOF, the undersigned, being duly authorized thereto, have on behalf of the Parties hereto signed this Agreement in two (2) originals in English at the place and on the day below written.

For and on behalf of the
African Organisation for
Standardisation:



.....
Dr Hermogène Nsengimana
Secretary General
African Organisation for
Standardisation

Nairobi, 2019.06.20 .

For and on behalf of the
International Telecommunication Union:



.....
Dr Chaesub Lee
Director
Telecommunication Standardization Bureau

Geneva, 13.06.2019



MEMORANDUM OF UNDERSTANDING

between

THE INTERNATIONAL TELECOMMUNICATION UNION

and

CISCO SYSTEMS, INC.

**TO ESTABLISH A HIGH-LEVEL FRAMEWORK OF COOPERATION FOR
THE DIGITAL TRANSFORMATION CENTRE (DTC) INITIATIVE**

THIS MEMORANDUM OF UNDERSTANDING (this "MoU") is entered into by and between:

The International Telecommunication Union ("ITU"), an intergovernmental organization and the specialized agency of the United Nations for information and communication technologies (ICTs), having its seat at Place des Nations, CH-1211 Geneva 20, Switzerland; and

Cisco Systems, Inc., a California corporation ("CISCO"), having its headquarters at 170 W. Tasman Drive, San Jose, California 95134

For purposes of this MoU, ITU and the Partner are hereinafter referred to collectively as the "Signatories" and each as a "Signatory."

WHEREAS, ITU holds the vision to build human skills in the field of ICTs and ensuring digital inclusion for all by supporting the development and implementation of capacity building programs and activities for the benefit of the ITU membership;

WHEREAS, CISCO's educational offerings under the CISCO Networking Academy program, provides non-profit schools, colleges, universities and other non-profit educational institutions with the possibility of integrating a curriculum in computer networking;

WHEREAS, ITU and CISCO cooperated with each other in developing technical skills in ICTs under the ITU Internet Training Centers Initiative since 2004;

WHEREAS, ITU and CISCO now desire to expand and deepen their collaboration in building skills through the establishment of Digital Transformation Centers (DTCs).

WHEREAS, the Signatories now desire to enter into this MoU for the purpose of establishing a high-level, non-binding (except as set forth in Article 7 herein), non-exclusive framework applicable to the cooperation between the Signatories which is described herein.

NOW, THEREFORE, the Signatories intend to cooperate with each other as follows:

ARTICLE 1

PURPOSE OF THIS MOU; IMPLEMENTATION OF THE COOPERATION

- 1.1 The purpose of this MoU is to establish a high-level, non-exclusive framework for the cooperation which the Signatories mutually intend to undertake with respect to the establishment of DTCs and the implementation of activities under the ITU's capacity building programmes (collectively, the "Cooperation"), further described under Article 2 and in the annex to this MoU.
- 1.2 Any binding commitment or legal obligation with respect to the implementation of the MoU and its Annex will be set forth in one or more legally binding written agreements, project documents and/or other instruments which will be separately negotiated, agreed to and signed by both of the Signatories.

ARTICLE 2 AREAS OF MUTUAL COOPERATION

2.1 Subject to the other provisions of this MoU, the Signatories hereby express their mutual intent to cooperate with one another in the following areas:

- a) Identification and selection of DTCs to be established;
- b) Engagement in certain activities as specified in the Annex to this MoU in support of the DTCs in the implementation of their activities;
- c) Promotion of DTCs amongst key stakeholders;
- d) Supervision and monitoring of the activities of DTCs.

The main purpose of DTCs is to build digital skills through training and other forms of capacity building interventions. DTCs will serve as vehicles for building skills for digital inclusion and to ensure full participation of the people in the digital economy.

It is envisioned that DTCs will provide thought leadership in the digital field with respect to skills needs of people in the ITU member states.

2.2 In this respect, the specific purpose of DTCs will be to:

- a) Facilitate the delivery of digital skills for the populations of ITU member states, particularly those in developing countries, to enable them to participate in the digital economy;
- b) Deliver intermediate digital skills training at the national level needed to improve workplace efficiency and generate digital skills-based employment opportunities and enable people to fully leverage the benefits of the digital economy;
- c) Deliver or facilitate the delivery of basic foundational digital skills training-of-trainers, to enhance digital literacy and foster ICT uptake among those at the bottom of the pyramid and ensure self-sustainability in digital skills capacity building;
- d) Support countries to develop and implement national digital skills strategies and map implementation plans to ensure digital inclusion for all. DTCs also aim to raise the awareness of policymakers within and outside the ICT sector on the emerging technologies and how they impact policymaking, regulation and development in their various sectors;
- e) Implement other activities that are consistent with the capacity building goals of this MoU, as may be mutually agreed to in writing between the Signatories;
- f) Undertake research based diagnostic analysis of the digital market developments in the respective regions in which they operate and provide recommendations on the training needs and priorities for those areas.

- 2.3 The Signatories acknowledge that nothing in this MOU, the Cooperation or any of the activities undertaken by the Signatories in implementation of this MOU is to be construed as a direct or indirect endorsement by ITU of any policies, products, services or other commercial offerings of CISCO or third parties. To this effect, any activities which may be conducted by the Signatories and the DTCs hereunder and any documents, training materials or other information which is created, shared, published or communicated in the context of those activities will respect the following principles:
- a) Advance ITU's capacity building objectives as communicated in writing to Cisco;
 - b) Maintain the impartiality and neutrality of ITU;
 - c) Present all information in a fair, unbiased, comprehensive and technologically neutral manner;
 - d) Refrain from making any direct or indirect reference to specific products or services, or by otherwise making statements in favour of or against any such products or services;
 - e) Refrain from referring to trademarks, service marks or certification marks.

ARTICLE 3

NATURE OF THIS MOU; FINANCIAL ARRANGEMENTS

- 3.1 Neither this MoU nor its Annex are intended as, and will not be deemed or construed as, a binding agreement between the Signatories, except as set forth in Article 7 herein. Nothing contained in this MoU will give rise to any form of fiduciary or legal obligations or responsibilities by either Signatory.
- 3.2 This MoU and its Annex do not constitute, and will not be deemed or construed as, any obligation or commitment of any type, whether express or implied, by either Signatory in respect of the provision of funds or financing; and any activities that may be conducted hereunder will be subject to and contingent upon the availability of sufficient staff, funds and other resources.

ARTICLE 4

EFFECTIVENESS; AMENDMENT AND TERMINATION

- 4.1 This MoU will become effective on the date of last signature by the Signatories, and its provisions will remain applicable until this MoU is terminated in accordance with its terms.
- 4.2 This MoU may only be modified or supplemented pursuant to a written amendment mutually agreed to and signed by both Signatories. Any such amendment will be annexed to this MoU and will form an integral part hereof.
- 4.3 This MoU may be terminated by either Signatory by providing written notice thereof to the other Signatory at least thirty (30) days prior to the effective date of such termination.

ARTICLE 5
CHANNEL OF COMMUNICATIONS AND NOTICES

- 5.1 For purposes of facilitating the implementation of the agreements and other arrangements which may be established by the Signatories under the framework of this MoU, the channel of communication for the Signatories will be as follows:

For ITU:

International Telecommunication Union
Place des Nations
CH-1211 Geneva
Switzerland
Attention: Dr Eun-Ju Kim, Chief, Digital Knowledge Hub
Telephone: +41 22 730 59 00
E-mail: eun-ju.kim@itu.int

For CISCO:

Cisco Systems, Inc.
260 East Tasman Drive, SJ-09, 2nd Floor
San Jose, CA 95134
United States
Attention: Michael Yurtzenka, Director of Partner Development
Telephone: +1 408 526 7852
E-mail: myutrze@cisco.com

- 5.2 Each Signatory may, by written notice to the other Signatory, designate additional or substitute representatives of such Signatory.

ARTICLE 6
SETTLEMENT OF DISPUTES

Any dispute between the Signatories arising from this MoU will be resolved by amicable direct negotiations between the Signatories, or by any other means to which the Signatories mutually agree in writing.

ARTICLE 7

MISCELLANEOUS PROVISIONS

7.1 Privileges and Immunities of the ITU

Nothing contained in or relating to this MoU will constitute or be deemed or construed as a waiver, whether express or implied, of any of the privileges, immunities or facilities which ITU or any of its officials enjoys by virtue of the international agreements and national laws applicable to ITU.

7.2 Confidential Information

Each Signatory acknowledges and agrees that any and all information relating to the other Signatory, including, without limitation, the contents of this MoU, technical processes and formulas, source codes, names, addresses and information about users and advertisers, product designs, sales, costs and other unpublished financial information, product plans, and marketing data is confidential and proprietary information of the Signatory providing it. Each Signatory agrees that it shall take reasonable steps, at least substantially equivalent to the steps as it takes to protect its own proprietary information, for a period of five (5) years from the date the confidential information was disclosed by the other Signatory, to prevent disclosure of any such confidential or proprietary information, other than to its employees or agents who must have access to such information to perform such Signatory's obligations hereunder. To the extent that such information is publicly known, already known by, or already in the possession of the receiving Signatory without breach of this MoU; is independently developed by the receiving Signatory without use of the confidential information and such independent development can be shown by documentary evidence; is thereafter rightly obtained by the receiving Signatory from a source other than the disclosing Signatory; then there shall be no restriction on the disclosure of such information. Further, the receiving Signatory may disclose confidential information pursuant to a valid order issued by a court, arbitral tribunal or government agency, and in the case of ITU, a decision by ITU's governing bodies, provided that the receiving Signatory provides the disclosing Signatory: (a) prior written notice of such obligation; and (b) the opportunity to oppose such disclosure or obtain a protective order. For the avoidance of doubt, in the event that the Signatories have signed a non-disclosure agreement, that agreement shall take priority in the event of any conflict between the terms of that agreement and this MoU regarding the use of either Signatory's confidential or proprietary information.

7.3 Compliance with Laws

Each Signatory will comply with all laws and regulations applicable to it pertaining to its activities under this MoU. This MoU and the activities described and contemplated herein are intended by both Signatories to be solely for a public benefit and good and in accordance with applicable laws. Neither Signatory shall permit or countenance any member of its organization, or any individual or entity acting on its behalf, to offer, promise, or give, or receive in connection with carrying out this MoU, any monies or benefits, whether directly or indirectly through intermediaries, to any person in exchange for that person acting or refraining from acting in relation to the performance of his/her duties or assisting Cisco in retaining or obtaining business.

ITU can report to Cisco any concerns it may have regarding any business practices by emailing ethics@Cisco.com, or by calling Cisco's Helpline worldwide number 877-571-1700 (reverse calling charges to Cisco).

Additional information can be found in the Cisco Business Code of Conduct, which is available on our Corporate Social Responsibility website at:

<http://investor.cisco.com/investor-relations/governance/code-of-conduct/default.aspx>.

All allegations of corruption shall be investigated promptly and, where confirmed, appropriate follow-up action shall be initiated without delay by the Signatories in accordance with Cisco's applicable policies, procedures and guidelines where such allegations involve the Cisco's staff and/or activities, and by ITU in accordance with applicable policies, regulations and rules where such allegations involve ITU staff and/or activities.

The Signatories shall facilitate each other in investigations and follow up actions against the allegations of fraud and corruption.

7.4 Limitation of Liability

To the maximum extent permitted by law, except for a signatory's breach of its obligations under article 7.2, under no circumstances will either signatory be liable to the other for any direct, incidental, indirect, special or consequential damages in connection with, arising out of or relating to this MoU, or for the loss of data, information of any kind, business, profits, or other commercial loss, however caused.

7.5 Independent Parties

Nothing contained in this MoU, and no action taken by the Signatories pursuant to this MoU, will be deemed to constitute a relationship between the Signatories of partnership, joint venture, principal and agent or employer and employee.

7.6 Translations

If this MoU has been translated from English, such local language translation is provided for information only and shall have no force, whether to aid interpretation or otherwise. The English language version of this MoU shall prevail whether there is a conflict or otherwise.

IN WITNESS WHEREOF, the Signatories have caused their duly authorized representatives to sign this Memorandum of Understanding in two (2) originals in the English language, as of the date(s) set forth below.

For the
International Telecommunication Union



Ms Doreen Bogdan-Martin
Director, Telecommunication Development Bureau

For the
CISCO Systems, Inc.



Ms Laura Quintana
Vice President and General Manager, Networking
Academy Corporate Affairs

Date: 11.07.2019
Place: Geneva

Date: July 31, 2019
Place: San Jose, California USA

Annex to the Memorandum of Understanding for the Digital Transformation Centre Initiative

This Annex provides additional information regarding the high-level non-binding and non-exclusive framework of cooperation established by the Memorandum of Understanding between ITU and CISCO towards the implementation of the Digital Transformation Centre (DTC) Initiative. It primarily aims to encapsulate the mutual understanding of the Signatories with respect the functions of the DTCs and the actions that each Signatory intends to undertake for the implementation of the DTC initiative, subject to article 3 of the MoU.

1. Functions of the DTCs:

The primary function of DTCs is to deliver training and provide other capacity building activities designed to:

- Develop digital skills at the basic and intermediate levels for various target groups to develop a digital workforce and enable people to have effective participation in a digital economy.
- Raise awareness among policymakers and executives across all sectors on the importance of digital transformation for socio-economic development. Programs for this target group are designed to enable the beneficiaries to develop and implement all-inclusive national digital policies and programs more effectively.
- Carry out research and/or interpret and use already existing research to identify skills gaps and priority training needs.

2. Criteria for the Selection of DTCs

The qualification process of DTCs is fully discretionary for Cisco and ITU. DTCs will be selected based on, but not limited to the following criteria:

- DTCs shall be selected from non-profit institutions, including community-based training centers that provide training within the field of information and communication technologies (ICTs) or from related departments within Academic institutions such as universities.
- The institutions must have capacity to support the delivery of training in the field of ICT at basic and intermediate level.
- The institutions should have the necessary laboratory infrastructure and basic hardware and software required to deliver basic and intermediate level digital skills training
- The institutions must have a demonstrable reputation within the country they operate, and potentially strong relationships with local governments and institutions.
- The institutions must be able to undertake research into ICT market trends and training needs analysis in the areas it operates or interpret research material available from market research to determine training priorities.
- Training institutions must have a capability to conduct online learning and/or a willingness to do so.
- The institutions must have a mission, business plan, and strategy aligned with Cisco and ITU's efforts to develop digital skills.

- The institutions must be innovative and willing to try new approaches or be trained to offer new programs.
- The institutions must be committed to allocate resources (human and financial) towards the running of the DTC programs. They must have the ability to directly or indirectly scale (introduce educational programs to other institutions within the region or globally) and operationalize their educational delivery model.

3. Selection Process for DTCs

For the first phase (2019), the Signatories aim to rely on an outreach model for the DTC application process. The proposed selection process is as follows:

- A selection committee comprising ITU and CISCO shall be established.
- The selection committee shall put in place minimum qualifications for an applying institution to be considered as a DTC.
- A public call shall be made to all institutions interested in becoming a DTC listing the qualifying criteria, the information that they need to submit, the deadline within which to submit and address to which the information should be sent to.
- Priority shall be given to locating DTCs in countries where ITU and/or CISCO have representation. This is for purposes of improving the monitoring capability of the initiative.
- The number of DTCs selected for the initial (phase 1) shall be no more than 10 globally. Phase 1 shall last for a period of two years. After the two-year period, and based on a review of the initiative, this number may be expanded.
- The geographical distribution of the 10 DTCs shall be based on assessed need of each region, with regions that have a greater need having more DTCs established. DTCs shall be established in LDC and developing countries only.

For subsequent phases, the Signatories will agree on the number of DTCs based on the experiences of the first phase.

4. Envisioned actions by the Signatories:

4.1 CISCO

CISCO intends to undertake, *i.e.*, the following actions for the support of the DTC initiative:

- Provide free of charge to selected institutions that become DTCs, the web-based curriculum and other teaching and electronic information material, including reasonable web support, developed by Cisco for the purpose of the CISCO Academy Program, subject to sufficient protections relating to CISCO intellectual property.
- Mobilize partners to the network who will bring in to the DTC program research skills and capabilities and access to global database of information needed to identify skills gaps.
- Participate in the development of the criteria for the selection of the DTCs to be established.
- Participate in the actual identification and selection of the DTCs.
- Participate in the development of the criteria for monitoring and evaluation of the DTCs.
- Participate in the monitoring and evaluation of the DTCs.

4.2. ITU

ITU intends to undertake, *i.a.*, the following roles and responsibilities to support the DTC initiative:

- Use its global reach and network to promote the DTC initiative.
- Participate in the development of the criteria for the selection of the DTCs to be established.
- Participate in the actual identification and selection of the DTCs to be established.
- ITU shall participate in all meetings set up to manage, monitor, and evaluate the performance of the DTC.
- Facilitate meetings with selected Governments for the ITU-CISCO team to engage Governments in the initiative.
- Mobilize Governments to be stakeholders in the DTC initiative and to support program implementation in any way agreed by the Signatories.
- Make available its training materials free of charge in select agreed areas and related resources for use for training purposes by DTCs.
- Promote the activities of the DTCs through the ITU Academy and, at ITU's discretion, in other relevant platforms available to ITU.
- Participate in the development of the criteria for monitoring and evaluation of the DTCs.
- Participate in the monitoring and evaluation of the DTCs.

4.3 DTCs

Among other responsibilities, DTCs shall undertake the following roles and responsibilities:

- Undertake market driven research studies on the digital training needs for a particular country as required and identify the digital skills gaps.
- Where information is available from DTC partners or elsewhere, use this information for the design of training plans to be implemented by DTCs.
- Use existing training material and resources within ITU and CISCO academies to address needs identified in the research.
- Deliver direct training and educational delivery of designated topics at both basic and intermediate levels.
- Contribute to policy engagement and discourse by conducting workshops, training, and convening opportunities for policymakers and executives.
- Conduct train the trainer programs to enable quick scale of digital transformation and digital uptake at community level.

5. Monitoring and Evaluation

- For monitoring and reporting, DTCs shall sign an Agreement with ITU to implement a number of actions that are in line with promoting and supporting the objectives of the DTC initiative.
- Meetings shall be convened from time to time as required by ITU and CISCO, for planning, coordinating and monitoring the activities of the DTCs.
- ITU and CISCO shall establish the performance parameters for the DTCs, including the performance targets and performance indicators.
- ITU and CISCO shall develop a monitoring tool to be used to measure the effectiveness of the DTCs.

6. DTC Business model

DTCs shall operate on a self-sustaining model. This means that they shall charge fees and/or mobilize financial resources to enable them to be viable and contribute to the building of digital skills leading to the adoption and use of digital tools by the population.

DTCs can benefit from various sources of funding, among which can be:

- Training Fees
- Community based funding
- Donor funding
- Government funding
- Corporate funding DTCs shall aim to target large numbers at the bottom of the digital pyramid and participate in digital inclusion programs that can attract funding from development agencies that work to promote digital inclusion.

7. Added Value of being a DTC

Institutions chosen to become DTCs will have a number of benefits by being selected to be DTCs. Among these benefits and value-add are the following:

- Being part of a global network of institutions associated with the brands of ITU and CISCO
- Use of and access to ITU and CISCO training materials
- Use and access to ITU and Cisco's online learning platform
- Revenues from fees charged for DTC programs
- Support from ITU, CISCO and their partners in carrying out research or provision of information on digital market trends
- Leveraging on ITU's global influence with key digital skills stakeholders such as governments, private sector and development community.



MEMORANDUM OF UNDERSTANDING

between

THE INTERNATIONAL TELECOMMUNICATION UNION

and

HUAWEI TECHNOLOGIES CO., LTD

**TO ESTABLISH A HIGH-LEVEL FRAMEWORK OF COOPERATION
IN THE AREA OF ICT CAPACITY BUILDING AND SKILLS DEVELOPMENT**

A handwritten signature in black ink, appearing to be 'ZHA'.

THIS MEMORANDUM OF UNDERSTANDING (this “MOU”) is entered into by and between:

The International Telecommunication Union (“ITU”), an intergovernmental organization and the specialized agency of the United Nations for information and communication technologies (ICTs), having its seat at Place des Nations, CH-1211 Geneva 20, Switzerland; and

Huawei Technologies Co., Ltd (“HUAWEI”), a leading global information and communications technology (ICT) solutions provider, having its seat at Huawei Industrial Base, Bantian Longgang, Shenzhen 518129, People's Republic of China.

For purposes of this MOU, ITU and HUAWEI are hereinafter referred to collectively as the “Signatories” and each as a “Signatory.”

WHEREAS, ICT-related education and training aimed at enhancing human skills to leverage digital technologies and improve individual livelihoods are particularly fundamental for sustainable development;

WHEREAS, the ITU Telecommunication Development Sector continues to play a pivotal role in the development of such digital skills through numerous activities and outputs. In accordance with Resolution 71 of the Plenipotentiary Conference (Dubai, 2018), said outputs include, *i.a.*, products and services on capacity building and human skills development, such as online platforms, distance and face-to-face training programmes to enhance practical skills and shared material, taking into account partnerships with telecommunication/ICT education stakeholders;

WHEREAS, in the aforementioned context, the ITU Telecommunication Development Sector maintains a programme on capacity building and human skills development which, *i.a.*, continues to encourage the establishment of cooperative multistakeholder partnerships with all stakeholders specializing in ICT education, training and development activities;

WHEREAS, HUAWEI commits to bringing digital to every person, home and organization for a fully connected, intelligent world. HUAWEI advocates openness, collaboration, and shared success to drive sustainable development.

WHEREAS, HUAWEI has been involved in training and capacity building in support of its global ICT network. In this context, it has established 45 training centers worldwide, including 3 global training centers, created more than 550 HUAWEI ICT Academies and engaged more than 100 HUAWEI Authorized Learning Partners around the world, providing HUAWEI certification training programmes to students and ICT professionals. Furthermore, HUAWEI’s capacity building activities extend to over 1500 courses taught by more than 1000 professional instructors, and cover not only the main domains of the ICT ecosystem, such as telecom infrastructure, networks, services and devices, but also new innovations and emerging technologies, such as 5G, Artificial Intelligence, Internet of Things, Big Data, Augmented Reality etc.;

WHEREAS, ITU and HUAWEI now desire to express their mutual intent to cooperate in the area of capacity building and skills development to tap into the full potential of digital technologies;



WHEREAS, the Signatories now desire to enter into this MOU for the purpose of establishing a high-level, non-exclusive, non-binding framework applicable to the cooperation between the Signatories which is described herein;

NOW, THEREFORE, the Signatories intend to cooperate with each other as follows:

ARTICLE 1

PURPOSE OF THIS MOU; IMPLEMENTATION OF THE COOPERATION

The purpose of this MOU is to establish a high-level, non-exclusive framework for the cooperation which the Signatories mutually intend to undertake in ICT capacity building and skills development and which is more fully described under Article 2 (collectively, the "Cooperation"). Any binding commitment or legal obligation with respect to the implementation of the MOU will be set forth in one or more legally binding written agreements, project documents and/or other instruments which will be separately negotiated, agreed to and signed by both of the Signatories.

ARTICLE 2

SCOPE OF MUTUAL COOPERATION

Subject to and in accordance with their respective rules, regulations and procedures, the Signatories hereby express their mutual intent to explore the possibility of cooperating with one another in the following area(s):

2.1 Enhancing the potential of the ITU Centre of Excellence (CoE) network

In light of ITU beginning a new CoE cycle (2019-2022), HUAWEI will consider engaging with specific Centres of Excellence in the CoE network in order to facilitate their capacity building efforts. In this context, ITU and HUAWEI will consider the priority areas that have been allocated to the CoEs in the various regions, and match these against HUAWEI's competencies. ITU and HUAWEI will select topics that HUAWEI can support by assisting CoEs of a particular priority area (e.g. 5G, Internet of Things, broadband and others). HUAWEI will then notify ITU regarding the details of such support as well as the specific CoEs to which such support can be available. ITU, in turn, will inform the relevant CoEs of the availability of such support from HUAWEI, if they so wish.

The type of support HUAWEI could provide directly to the selected CoEs will vary depending on the selected topic and the region, but in general may include: offering training course content, providing access to HUAWEI experts and expertise, providing access to and use of HUAWEI training facilities and laboratories where applicable, holding joint meetings and workshops on the relevant topics, etc.

The Signatories understand that the decision on whether a specific Center of Excellence will receive any support available by HUAWEI under this MOU lies solely with the Center of Excellence itself, and it will have no impact, as such, on the evaluation of the CoE's performance as a Centre of Excellence under the relevant regulatory and contractual framework.



2.2 Working together to build capacity in emerging technologies

The Signatories will consider the possibility of collaborating in developing and/or conducting training and capacity building activities in jointly selected subjects within the field of emerging technologies. Such activities could focus on raising awareness, training and knowledge exchange in the chosen subjects, and may include, without limitation:

- Joint development of training materials;
- Joint delivery of training programmes;
- Joint hosting of meetings, workshops to share knowledge and experiences on capacity building on these subjects;
- Organizing of a global or regional capacity building fairs or events related to the topics.

In this context, the Signatories will consider whether the first subject for such joint activities can be that of Artificial Intelligence. This is an area that ITU is interested in building capacity in the coming years, as there is seemingly an increased interest coming from its membership. HUAWEI's experience in developing an AI talent development programme could contribute to this activity.

2.3 Working together to enhance research on, and promote, ICT talent and skills development

The digital economy drives the development of new technologies and models of business innovation, which bring new job roles and skills requirements for ICT practitioners. It also brings significant challenges for digital talent development.

In this regard, the Signatories will explore the possibility of jointly engaging in activities to enhance research on digital talent developments, including trend predictions, talent development research methods, and sharing of best practice. Such activities may include:

- Joint research on global or regional ICT talent development trends, as well as ICT talent demand and supply;
- Joint research on new job roles and skills frameworks in the digital era;
- Joint research on ICT talent ecosystem cooperation patterns;
- Joint promotion of the output of the above research.

ARTICLE 3

NATURE OF THIS MOU; FINANCIAL ARRANGEMENTS

- 3.1 This MOU is not intended as, and will not be deemed or construed as, a binding agreement between the Signatories. Nothing contained in this MOU will give rise to any form of fiduciary or legal obligations or responsibilities by either Signatory.
- 3.2 This MOU does not constitute, and will not be deemed or construed as, any obligation or commitment of any type, whether express or implied, by either Signatory in respect of the provision of funds or financing; and any activities that may be conducted hereunder will be subject to and contingent upon the availability of sufficient staff, funds and other resources.



- 3.3 The Signatories acknowledge that nothing in this MOU, the Cooperation or any of the activities undertaken by the Signatories in implementation of this MOU is to be construed as a direct or indirect endorsement by ITU of any policies, products, services or other commercial offerings of HUAWEI or third parties. To this effect, any activities which may be conducted hereunder and any documents, training materials or other information which is created, shared, published or communicated in the context of those activities will respect the following principles:
- a. Advance ITU's capacity building objectives, as outlined in the ITU Constitution and Convention and the relevant ITU regulatory framework governing capacity building and training activities;
 - b. Maintain the impartiality and neutrality of ITU;
 - c. Present all information in a fair, unbiased, comprehensive and technologically neutral manner;
 - d. Refrain from making any direct or indirect reference to specific products or services, or by otherwise making statements in favour of or against any such products or services;
 - e. Refrain from referring to trademarks, service marks or certification marks.

ARTICLE 4

EFFECTIVENESS; AMENDMENT AND TERMINATION

- 4.1 This MOU will become effective on the date of its signature by both of the Signatories, and its provisions will remain applicable until this MOU is terminated in accordance with its terms.
- 4.2 This MOU may only be modified or supplemented pursuant to a written amendment mutually agreed to and signed by both of the Signatories. Any such amendment will be annexed to this MOU and will form an integral part hereof.
- 3.4 This MOU may be terminated by either Signatory by providing written notice thereof to the other Signatory at least thirty (30) days prior to the effective date of such termination.

ARTICLE 5

CHANNEL OF COMMUNICATIONS AND NOTICES

- 5.1 For purposes of facilitating the implementation of the agreements and other arrangements which may be established by the Signatories under the framework of this MOU, the channel of communication for the Signatories will be as follows:

For ITU:

International Telecommunication Union
Place des Nations
CH-1211 Geneva
Switzerland
Attention: Dr Eun-Ju Kim, Chief, Digital Knowledge Hub
Telephone: +41 22 730 59 00
E-mail: eun-ju.kim@itu.int



For HUAWEI:

Huawei Technologies Co., Ltd
Huawei Building, No. 3 Xinxu Lu Shangdi, Haidian
Haidian 100085, Beijing
People's Republic of China
Attention: Mr Gang Wu, Director, Industry Alliance Development
Telephone: +86 13301128614
E-mail: newman.wugang@huawei.com

- 5.2 Each Signatory may, by written notice to the other Signatory, designate additional or substitute representatives of such Signatory.

ARTICLE 6 SETTLEMENT OF DISPUTES

Any dispute between the Signatories arising from this MOU will be resolved by amicable direct negotiations between the Signatories, or by any other means to which the Signatories mutually agree in writing.

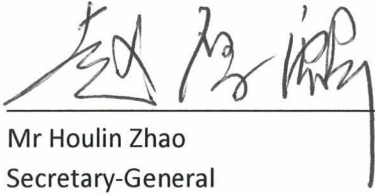
ARTICLE 7 PRIVILEGES AND IMMUNITIES

Nothing contained in or relating to this MOU will constitute or be deemed or construed as a waiver, whether express or implied, of any of the privileges, immunities or facilities which ITU or any of its officials enjoys by virtue of the international agreements and national laws applicable to ITU.



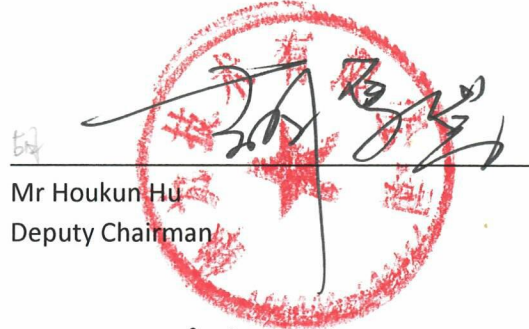
IN WITNESS WHEREOF, the Signatories have caused their duly authorized representatives to sign this MOU in two (2) originals in the English language, as of the date(s) set forth below.

For the
International Telecommunication Union


Mr Houlin Zhao
Secretary-General

Date: 07 Aug 2019.
Place: Geneva, Switzerland

For the
Huawei Technologies Co.,Ltd


Mr Houkun Hu
Deputy Chairman

Date: 2019. 9. 11
Place: 广东省深圳市龙岗区坂田华为基地



**Memorandum of Understanding
Between the
Zhejiang University (ZJU)
and the
International Telecommunication Union (ITU)**

WHEREAS, as an elite C9 League university in China, and Academia participant in ITU activities, Zhejiang University (ZJU), is committed to the advancement of knowledge through critical and independent scholarship and research of international significance; the communication of knowledge in an active learning environment involving staff at the forefront of their disciplines; and the application of knowledge for the benefit of society, both directly and by collaboration with other organizations;

WHEREAS, as the United Nations' specialized agency for telecommunications/ICTs, and with its 193 Member States and more than 900 members from industry and academia, ITU develops international standards, radio-regulations, best practices, and policy and regulatory frameworks, provides platforms and events, publishes reports and statistics, delivers trainings, and implements projects, with a view to spreading access to telecommunication/ICT services around the world;

WHEREAS, ITU and ZJU (each a "Signatory" and collectively, the "Signatories") express their mutual interest and intent to cooperate in the field of telecommunication/ICT, including activities related to education, training and capacity building, for the purpose of encouraging the exchange and dissemination of technical information, to improve communications and outreach to both industry and academic institutions, and to promote understanding and cooperation between their respective members of ITU and ZJU;

WHEREAS, the Signatories now desire to enter into this Memorandum of Understanding (MoU), for the purpose of establishing a non-binding framework applicable to the cooperation between them, with respect to the activities detailed below;

NOW, THEREFORE, the Signatories intend to cooperate with each other as follows:

1. COLLABORATION

1.1 The purpose of this MOU is to establish a high-level, non-binding and non-exclusive framework for the cooperation which the Signatories mutually intend to undertake in the commonly agreed areas which are more fully described under Article 1.2 (collectively, the "Cooperation").

1.2 Subject to their respective rules, regulations and procedures, the Signatories hereby express their mutual intent to collaborate with each other in the following areas:

- A. Explore potential collaboration in global, regional and national events as well as research in radiocommunication, standardization and telecommunication/ICT development activities, including emerging technologies and associated issues such as Artificial Intelligence, Multimedia and E-services, 5G, Digital Broadcasting, Internet of Things, Smart Cities, Big Data, Cyber Security and Data Privacy;
- B. Review potential collaboration on publication activities for the purpose of providing a holistic vision and a wide range of perspectives on emerging trends, through research which covers technical, market and policy regulation, as well as broader societal implications in the field of ICTs;
- C. Develop the opportunities for ZJU students to work as interns at ITU on specific activities or projects; and,
- D. Consider opportunities for collaboration in training and capacity and skills development, including online training courses by leveraging existing competencies.

2. NATURE OF THIS MOU; IMPLEMENTATION OF THE COOPERATION

2.1 This MoU is not intended as, and will not be deemed or construed as, a binding agreement between the Signatories. Nothing contained in this MoU will give rise to any form of fiduciary or legal obligations or responsibilities by either Signatory. Correspondingly, this MoU does not constitute, and will not be deemed or construed as, any obligation or commitment of any type, whether express or implied, by either Signatory in respect of the provision of funds or financing; and any activities that may be conducted hereunder will be subject to and contingent upon the availability of sufficient staff, funds and other resources.

2.2 The relevant terms and conditions concerning the Cooperation (including, without limitation, those relating to financial, legal and operational matters, as well as to the respective rights, roles and responsibilities of the Signatories, if any) will be set forth in one or more legally binding written agreements and/or other instruments which will be separately negotiated, agreed to and signed by both of the Signatories following the execution of this MoU.

2.3 For the duration of this MoU, the Signatories may publicly announce that they collaborate in the activities of the Cooperation, as listed in section 1 above.

WZH

3. NOTICES

All notices or exchanges of information given pursuant to this MoU will be made via the preferred method of email or, if necessary, in writing by registered mail, to the designated contacts identified below or to such other individuals specified by either Signatory in writing to the other:

FOR ZHEJIANG UNIVERSITY

LI Min
Director, Office of Global Engagement
minli@zju.edu.cn
If by mail,
866 Yuhangtang Road
Zhejiang University
Hangzhou, 310058, P. R. China

FOR ITU

Christopher Clark
Head, Marketing and Partner Relations
christopher.clark@itu.int
If by mail,
International Telecommunication Union
Place des Nations
CH-1211 Geneva 20, Switzerland

4. EFFECTIVENESS; AMENDMENT AND TERMINATION

This MoU will remain in force for five (5) years from the date of the last signature, with the understanding that it may be terminated by the appropriate authorities of either Signatory giving three (3) months' notice to the other Signatory in writing. This MoU may be amended or extended by mutual written consent of the two Signatories. Such amendments, once approved by both Signatories, will become part of this MoU.

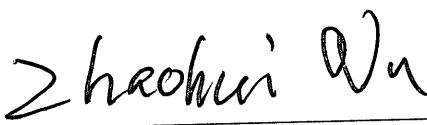
5. SETTLEMENT OF DISPUTES; PRIVILEGES AND IMMUNITIES OF THE ITU

5.1 Any dispute between the Signatories arising from this MoU will be resolved by amicable direct negotiations between the Signatories, or by any other means to which the Signatories mutually agree in writing.

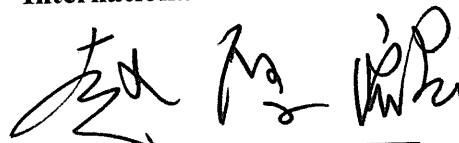
5.2 Nothing contained in or relating to this MoU will constitute or be deemed or construed as a waiver, whether express or implied, of any of the privileges, immunities or facilities which ITU or any of its officials enjoys by virtue of the international agreements and national laws applicable to ITU.

IN WITNESS WHEREOF, the Signatories have caused their duly authorized representatives to sign this MoU in two (2) originals in the English language, as of the date(s) set forth below.

Executed on behalf of
Zhejiang University


WU Zhaohui
President

Executed on behalf of
International Telecommunication Union


Houlin Zhao
Secretary-General

Place/Date: *Genoa, 13 Sept. 2019*

Place/Date: *Genova, 13 Sept 2019*

Joint Declaration

By

The International Telecommunication Union (ITU)

And

The National Cybersecurity Authority of Saudi Arabia (NCA)

To Further Promote International Cooperation on Cybersecurity

Joint Declaration

A joint Declaration by:

- The National Cybersecurity Authority (NCA), which is the recognized and sole cybersecurity authority in Saudi Arabia, and the national reference in its affairs, having its headquarters at ITCC Compound, Al Nakheel District, Riyadh 12382, Saudi Arabia, hereinafter referred to as "NCA".
- The International Telecommunication Union (ITU), which is the intergovernmental organization and the specialized agency of the United Nations for Information and Communication Technologies (ICTs), having its headquarters at, Geneva 20, Switzerland CH-1211, hereinafter referred to as "ITU".

Both are hereinafter referred to collectively as "signatories".

Whereas both signatories wish to explore the opportunities to establish a collaboration that aims to enhance cybersecurity, considering the following:

- A. That, following the World Summit on the Information Society (WSIS) and the 2010 ITU Plenipotentiary Conference, a fundamental role of ITU is to build confidence and security in the use of information and communication technologies (ICTs), and that the world 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 Resolution 130 of the ITU Plenipotentiary Conference (Rev. Dubai, 2018), instructs the ITU Secretary-General and the Directors of the Bureaux to facilitate access to tools required for enhancing confidence and security in the use of ICTs for all Member States, consistent with WSIS provisions on universal and non-discriminatory access to ICTs for all nations;
- C. That Resolution 45 of the ITU World Telecommunication Development Conference (Rev. Dubai, 2014), instructs the Director of the Telecommunication Development Bureau, i.e., to support Member States' initiatives, especially in developing countries, regarding mechanisms for enhancing cooperation on cybersecurity, and to assist the developing countries in enhancing their states of preparedness in order to ensure a high and effective level of security for their critical telecommunication/ICT infrastructures;
- D. Given that The National Cybersecurity Authority is the recognized and sole cybersecurity authority in Saudi Arabia, and its mission includes promoting cyber-security and preparing and implementing the national cybersecurity strategy and the national policy development, governance mechanisms, frameworks, standards, controls and guidelines and representing the Kingdom in bilateral, regional and international organizations, bodies, and committees related to cybersecurity.

Both NCA and ITU announce their intentions, according to their business schedule and their respective mandates and regulations, to take actions regarding the following:

- 1- To further promote international cooperation on cybersecurity in the context of related ITU initiatives, which both parties shall determine, by exploring the possibility of working together in the cybersecurity


field and to prepare and publish studies and reports on the status of readiness and commitment of ITU Member States on cybersecurity;

- 2- To consider working jointly to organize cybersecurity related events in Saudi Arabia, in order to strengthen capacity building for the region and internationally;
- 3- To consider having NCA make one or more experts available to ITU, possibly by means of secondment, in order to support the ITU activities on cybersecurity;
- 4- To consider the joint development and elaboration of a cyber lexicon, based on existing relevant resources and internationally recognized terms, with a view to facilitate the understanding of core terms related to cybersecurity.

Both signatories shall name a point of contact within thirty days of signing this joint declaration to facilitate its implementation. Both signatories recognize that this announcement does not entail any rights or obligations to either party.

FOR THE INTERNATIONAL
TELECOMMUNICATION UNION

Date : 11.09.2019


Signature: 

Name:
Ms. Doreen Bogdan-Martin

Position:
Director of the Telecommunication Development
Bureau (BDT)
International Telecommunication Union (ITU)

FOR THE NATIONAL CYBERSECURITY AUTHORITY
OF SAUDI ARABIA

Date: 26/09/2019

Signature: 

Name:
H.E. Dr. Khalid A. Alsabti

Position:
Governor of the National Cybersecurity Authority
of Saudi Arabia

MEMORANDUM OF UNDERSTANDING

between the

International Telecommunication Union

and

the National Telecommunication Agency of the Federative Republic of Brazil (ANATEL)

to

assist the International Telecommunication Union (ITU) in performing measurements related to cases of harmful interference for which an administration is seeking the assistance of ITU

The National Telecommunication Agency of the Federative Republic of Brazil (ANATEL), having its Headquarters at SAUS Quadra 6, Blocos C, E, F e H, Distrito Federal, Brasil, represented by its President and the International Telecommunication Union (ITU), having its Headquarters at Place des Nations, Geneva, Switzerland represented by the Director of the Radiocommunication Bureau, (hereinafter jointly referred to as the "Parties"):

Recalling that the Constitution of ITU (No. 12) stipulates, in particular, that ITU shall "coordinate efforts to eliminate harmful interference between radio stations of different countries";

Recalling that the objectives of the ITU Radio Regulations (Nos. 0.7 and 0.8) are *inter alia* "to ensure the availability and protection from harmful interference of the frequencies provided for distress and safety purposes" and "to assist in the prevention and resolution of cases of harmful interference between the radio services of different administrations";

Recalling that the ITU Radio Regulations (No. 15.28) stipulate, in particular, that administrations undertake to act immediately when their attention is drawn to harmful interference on frequencies used for distress and safety and frequencies used for the safety and regularity of flight;

Recalling that the ITU Radio Regulations (No. 0.3) are founded on the principle that radio frequencies and any associated orbits, including the geostationary-satellite orbit, are limited natural resources to be used rationally, efficiently and economically;

Recalling that "to help ensure efficient and economical use of the radio-frequency spectrum and to help in the prompt elimination of harmful interference, administrations agree to continue the development of monitoring facilities and, to the extent practicable, to cooperate in the continued development of the international monitoring system" (No. 16.1 of the ITU Radio Regulations);

Recalling that "The international rights and obligations of administrations in respect of their own and other administrations' frequency assignments shall be derived from the recording of those assignments in the Master International Frequency Register... " (No. 8.1 of the ITU Radio Regulations);

Recalling that the Radiocommunication Bureau "...shall be solely responsible for maintenance of the Master Register..." (No. 13.4 of the ITU Radio Regulations);

Recalling that "Administrations shall, as far as they consider practicable, conduct such monitoring as may be requested of them by other administrations or by the Bureau" (No. 16.5 of the ITU Radio Regulations);

Recalling that the ITU Radio Regulations (No. 17.2) contain provisions relating to the prohibition and prevention of "the unauthorized interception of radiocommunications not intended for general use of the public";

Recalling that the ITU Radio Regulations (No. 17.3) contain provisions relating to the prohibition and prevention of the divulgence and disclosure of the contents of "publication or any use whatever...obtained by the interception of the radiocommunications mentioned in No. 17.2" of the ITU Radio Regulations; and

Noting the desire and the ability of concerned administrations to assist ITU, through monitoring stations located within their jurisdiction, in ensuring compliance with the provisions cited above;

Have agreed on the following:

1. Objective and scope

1.1 The objective of this Memorandum of Understanding is to establish the framework for the assistance provided to ITU by ANATEL by means of its space monitoring earth station *EMSAT-RIO*¹.

1.2 This Memorandum of Understanding includes:

- A protocol dealing with assistance in the resolution of cases of harmful interference leading to a prompt resolution of the interference pursuant to Article 15 and No. 13.2 of the ITU Radio Regulations, as appropriate. This protocol is contained in Annex 1 to this Memorandum of Understanding;
- A protocol dealing with a request by ITU for the provision of monitoring data in cases of reported interference arising out of coordination issues (ITU Radio Regulations Article 11, No.11.41). This protocol is contained in Annex 1 to this Memorandum of Understanding;

2. Definitions

ITU	International Telecommunication Union represented, following signature of the Memorandum of Understanding, by the Director of the Radiocommunication Bureau
Administration	Governmental department or service responsible for the monitoring station facilities and the monitoring operations
Administration concerned	Governmental department or service requiring assistance of ITU for the resolution of cases of harmful satellite interference

¹Monitoring stations operated by an administration or, in accordance with an authorization granted by the appropriate administration, by a public or private enterprise, by a common monitoring service established by two or more countries, or by an international organization (No. 16.2 of the ITU Radio Regulations).

Station	The monitoring earth station (EMSAT-RIO) located in Rio de Janeiro, Brazil
Reference number	A unique task number, to be provided by the station carrying out the task at the request of ITU

3. Procedures

3.1 Placing orders

- 3.1.1 ITU can place orders via electronic mail to the Station, in line with the tasks described in §1.2, with copy to the Administration concerned;
- 3.1.2 The Station will confirm promptly to ITU via electronic mail the receipt of the order specifying the Station's reference number and the expected commencement and duration of the task;

3.2 Execution of orders

- 3.2.1 For the execution of orders the following rules shall apply regarding priority:
 - 3.2.1.1 Requests by ITU for measurements will be classed as priority 1 or 2 and within each class of priority will be processed in order of receipt;
 - 3.2.1.2 Requests pertaining to cases of harmful interference involving distress and safety of life services and frequencies used for the safety and regularity of flights in the aeronautical service, will be classed as priority 1;
 - 3.2.1.3 All other requests will be classed as priority 2;
 - 3.2.1.4 After the completion of each operation, the Administration will compile a final report and forward it directly to ITU.
 - 3.2.1.5 In case the Administration, for any reason, is not able, or available, to perform the operation related to the order placed by ITU, the Administration may decline the order and promptly inform ITU accordingly.

3.3 Contact

- 3.3.1 Each Party will designate a focal point for coordination of all actions deemed necessary for due implementation of this Memorandum of Understanding;
- 3.3.2 The initial contact with the Administration will be established by ITU;
- 3.3.3 Regarding requests for assistance on cases of harmful interference, once initial contact has been established in accordance with §3.3.2 above, and subject to prior authorization by the Administration responsible for the monitoring station facilities, information may be exchanged directly between the Station and the satellite operator whose services are receiving harmful interference.
- 3.3.4 Annex 2 contains the list of contacts.



4. Final provisions

4.1 Settlement of disputes

Any dispute arising from or relating to this Memorandum of Understanding and its annexes shall be resolved amicably by direct negotiations between the Parties or by such other means as the Parties agree in writing.

4.2 Duration, termination and modification

- 4.2.1 This Memorandum of Understanding is valid and effective for an indefinite period. It may, however, be terminated on the initiative of either Party by giving the other Party a six-month prior written notice.
- 4.2.2 In the event of termination, the necessary measures shall be taken by the Parties to ensure that such termination is not prejudicial to ongoing tasks undertaken within the framework of this Memorandum of Understanding.
- 4.2.3 This Memorandum of Understanding may only be modified by mutual written agreement signed by the Parties. Any such modification shall become an integral part of this Memorandum of Understanding. Each Party will give full and sympathetic consideration to any proposal of modification made by the other Party.

5. Entry into force

This Memorandum of Understanding will enter into force on the date on which it is signed by both Parties.

6. Privileges, immunities and facilities

- 6.1 ITU is an intergovernmental organization and a United Nations specialized agency and, as such, enjoys the privileges, immunities and facilities derived from this status, as recognized by the applicable international agreements and by relevant national laws.
- 6.2 Nothing in or resulting from this Memorandum of Understanding shall be deemed a waiver, express or implied, of any of the privileges, immunities or facilities of ITU.

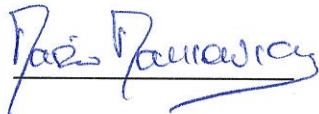
7. Entire Agreement:

- 7.1 This Memorandum of Understanding, together with any and all of its annexes, represents the sole agreement between the Parties with respect to the subject matter hereof and supersedes all prior agreements, communications, negotiations or other arrangements, whether written or oral, between the Parties with respect to this subject matter.
- 7.2 Any and all annexes attached to this Memorandum of Understanding shall form an integral part hereof. In the event of any conflict or discrepancy between this Memorandum of Understanding, on the one hand, and any of its annexes, on the other hand, the terms and conditions of this Memorandum of Understanding shall govern.



IN WITNESS WHEREOF, the President of the National Telecommunication Agency of the Federative Republic of Brazil and the Director of the Radiocommunication Bureau of ITU, duly entitled to do so, have signed this Memorandum of Understanding, in duplicate, in the English and Portuguese languages. In case of discrepancy between the two (2) versions, the English version shall prevail. In the event that this Memorandum of Understanding is signed on different dates, it will come into effect on the later date of signature.

For the International
Telecommunication Union



Mario Maniewicz
Director
Radiocommunication Bureau

31/10/2019

Date

Sharm el-Sheikh

Place

For the National Telecommunication
Agency



Leonardo Euler de Moraes
President
ANATEL – National Telecommunication
Agency

31/10/2019

Date

Sharm el-Sheikh

Place

Annex 1: Protocol for reporting and handling cases of harmful interference (priority 1 and 2)

For reporting and handling cases of harmful interference, full particulars will be provided using the information and procedures contained in Report ITU-R SM.2181* on the Use of Appendix 10 of the Radio Regulations including geolocation information.

* Report ITU-R SM.2181 is available online at: <http://www.itu.int/pub/R-REP-SM.2181>.

Annex 2: List of contacts

1. International Telecommunication Union (ITU)

ITU Radiocommunication Bureau CH-1211 Geneva 20 Switzerland	e-mail: phone:	Space.monitoring@itu.int brmail@itu.int +41 22 730 5536
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2. National Telecommunication Agency

ANATEL Assessoria Internacional or Superintendência de Fiscalização SAUS Quadra 6, Bloco H, Asa Sul Brasília/DF CEP: 70070-940 Brasil	e-mail: phone:	msat@anatel.gov.br ain@anatel.gov.br +55 61 2312 2831
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Letter of Intent (the “Lol”)
Supporting the implementation of the ITU Youth Strategy at the global level

THE INTERNATIONAL TELECOMMUNICATION UNION (“ITU”), an intergovernmental organization and the specialized agency of the United Nations for information and communication technologies (ICTs), represented through its Regional Office for Europe in Geneva.

TOGETHER AGAINST CYBERCRIME INTERNATIONAL (TaC) is a non-profit civil society anti-cybercrime organization established in Switzerland and working in the field of cybercrime/cybersecurity and child online protection. TaC is also actively involved in Internet governance issues by stimulating discussion on the use of information and communication technologies (ICTs) by young people and initiating debates in the format of youth and teenager dialogue, the Youth IGF Movement. The Youth IGF Movement has been inspired and recognized by the Internet Governance Forum (IGF). The IGF is based on the mandate of the paragraph 72 of the Tunis Agenda for the Information Society, adopted in 2005.

(hereinafter collectively referred to as “the Signatories” and individually as a “Signatory”)

NOTING PP Resolution 198 for the “Empowerment of youth through telecommunication/information and communication technology” (REV DUBAI, 2018), mandates:

- “ITU continue to engage with youth in outreach, through communications, capacity building and research, from the perspective of digital inclusion”;
- “to maintain a youth perspective in the implementation of the ITU strategic plan and financial plan for 2020-2023 as well as in the operational plans of the Sectors and the General Secretariat”;
- “to build on the initiatives carried out over the past four years and to accelerate youth empowerment in ITU as a whole, within existing budgetary resources, so as to ensure capacity building and promotion of youth”;
- “to continue to ensure that the youth perspective is incorporated in the work programmes, management approaches and human resources development activities of ITU, and to submit an annual written report to the Council on progress made”;

NOTING PP Resolution 198 further considers that “Youth have the right to achieve full economic, social and digital inclusion.” In this context, ICT is a tool through which youth can substantively contribute to, participate in and leverage their social and economic development. Connected to each other like never before, young people want to contribute to their communities, proposed innovate solutions and drive social progress and change. Involving young people is particularly important to the work of ITU, because youth are the natural adopters of technology. Young people are the ones who will inherit the world that technology is now shaping. It is vital

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that ITU hears their voices, listens to what they want from technology and that they become part of the solution to the challenges the world is facing.

Resolution 76 WTDC-17, “Promoting information and communication technologies among young women and men for social and economic empowerment”, which states:

- that “the ITU Telecommunication Development Sector (ITU-D) [...] shall continue to support the development of activities, projects and events aimed at promoting ICT applications among young women and men, in particular in the areas of employment, entrepreneurship and education, and thereby contribute to youth educational, social and economic development and empowerment, taking into account the 2030 Agenda for Sustainable Development;
- that “the established ITU-D objective on digital inclusion will continue to support the work promoting ICTs to young women and men”;

WHEREAS the Signatories desire to strengthen non-binding cooperation with each other, leveraging on their respective strengths and capacities;

Now, therefore, the Signatories agree as follows:

1 Purpose of this Letter of Intent (LoI)

The purpose of this LoI is to establish a non-legally-binding framework for the coordination and collaboration which the Signatories mutually intend to undertake in the areas provided in Paragraph 2 (hereinafter referred to as the “Cooperation”), subject to and in accordance with their respective mandates, rules, regulations and procedures.

2 Areas of Cooperation

2.1 In this context, the Signatories intend to work together to:

1. Support ITU to run consultations with young leaders on main strategic points of ITU’s Youth Strategy through the TaC developed initiative, the Youth IGF Movement;
2. Support ITU in the implementation of ITU’s Youth Strategy where appropriate;
3. Through the Youth IGF Movement, provide a youth perspective through the participation in ITU Meetings and events and programs, in accordance with the applicable ITU Rules, Regulations and Procedures;
4. Through the Youth IGF Movement, regularly exchange information on youth priorities on digital aspects, including women and girls;
5. Commonly work on building capacities of the young on digital aspects, especially in the priority areas of ITU’s mandate, such as online safety or cybersecurity;
6. Support the implementation and promotion of the Child Online Protection (COP) Guidelines.

2.2. The implementation of any specific joint activities set out in Section 2.1 above, including, without limitation, the roles, responsibilities, rights and obligations of each Signatory and the legal, financial and operational aspects, expected outcomes, work schedules, applicable budgets



of such joint activities, if agreement is reached among the Signatories, will be set out in a formal Cooperation Agreement completed by a Project Document and/or other instrument(s) which might be separately negotiated, agreed to and signed by the Signatories following the execution of this LOI.

3 Status of this Lol

- 3.1 This Lol serves only as a record of the Signatories' intentions and is not intended as, and will not be deemed or construed as, a legally binding agreement between the Signatories. Nothing contained in this Lol gives rise to any form of fiduciary or legal obligation or responsibility by any Signatory under national or international law.
- 3.2 It is to be noted that nothing in the present Lol shall constitute and shall be deemed or construed as a legally binding agreement, nor as any obligation or commitment of any type, whether express or implied, by any Signatory in respect of the provision of funds or financing; and any activities that may be conducted hereunder will be subject to and contingent upon the availability of sufficient staff, funds and other resources.

4 Prior forms of cooperation between the Signatories

This Lol does not supersede, nor prejudice, other forms of cooperation between the Signatories on other subject matters.

Acknowledgement of this Lol is made by each of the duly authorized representatives of the above Signatories, in two (2) originals and in the English language, as follows:

For the:

Signatures:

Date:

Name & Title:

International
Telecommunication
Union (ITU)



2 / April/ 2020

Mrs. Doreen Bogdan-Martin
Director
Telecommunication
Development Bureau

Together against
Cybercrime
International (TaC)

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Ms. Yuliya Morenets
Founder

