

COOPERATION AGREEMENT
BETWEEN
THE INTERNATIONAL TELECOMMUNICATION UNION
AND
THE LINUX FOUNDATION EUROPE
FOR
THE OPENWALLET FORUM PROJECT

THIS COOPERATION AGREEMENT (this “Agreement”) 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 headquarters at Place des Nations, CH-1211 Geneva 20, Switzerland;

AND

THE LINUX FOUNDATION EUROPE (“LFEU”), a non-profit technology consortium, having its headquarters at Avenue des arts 56, 1000 Bruxelles, Belgium.

For purposes of this Agreement, ITU and LFEU are hereinafter referred to collectively as the “Parties” and each as a “Party.”

WHEREAS, the Parties desire to cooperate with each other under this Agreement for the purpose of implementing the OpenWallet Forum, an ITU project aimed at developing open, secure, and interoperable digital wallet solutions, as described in the Project Document attached as Annex 1 to this Agreement (the “Project”);

WHEREAS, the Parties desire to set forth the general terms and conditions applicable to their cooperation and the implementation of the Project

NOW, THEREFORE, in consideration of the foregoing premises and the mutual covenants and agreements hereinafter set forth, the Parties agree as follows:

ARTICLE 1: PURPOSE AND SCOPE

- 1.1 The purpose of this Agreement is to establish the general terms and conditions applicable to the cooperation between the Parties for the implementation of the Project.
- 1.2 The specific terms and conditions, including the specific roles and responsibilities of each Party, including the detailed project description, objectives, activities, timeline, and budget, are set forth in the Project Document attached as Annex 1, which constitutes an integral part of this Agreement.

- 1.3 The Parties shall cooperate in good faith to achieve the objectives of the Project in accordance with the terms and conditions of this Agreement and the Project Document.
- 1.4 The Parties acknowledge and agree that this Agreement does not create, and shall not be construed to create, any partnership, joint venture, agency, or employment relationship between them. Neither Party has the authority to bind the other Party in any manner whatsoever, and neither Party shall be liable for the acts or omissions of the other Party. Each Party shall be solely responsible for its own acts and omissions and those of its respective employees, agents, and contractors.

ARTICLE 2: CONTRIBUTIONS AND FINANCIAL PROVISIONS

- 2.1 For the implementation of the Project, the Parties shall make certain in-kind contributions and assume specific responsibilities, as specified in Article 7 the Project Document.
- 2.2 The respective in-kind contributions shall be used exclusively for the implementation of the Project as detailed in the Project Document.
- 2.3 This Agreement does not constitute a funding commitment by either Party. Each Party shall bear its own costs and expenses associated with its participation in the Project, unless otherwise agreed to in writing. The Parties acknowledge that the full implementation of the Project depends on the financial support from third-party donors which meets the budget expenditure of Project. In this regard, LFEU will assist ITU in identifying and securing such funding opportunities, *inter alia*, by introducing ITU to relevant contacts within its network of potential donors, collaborating on funding proposals and presentations, and leveraging its communication channels to promote the project to potential funders.
- 2.4 ITU shall use its reasonable efforts to implement the Project in accordance with the Project Document (in particular, but without limitation, the Project's budget set forth therein). In the event that third-party financial support is not be sufficient to defray all costs and expenses associated with the Project, the scope and/or budget of the Project shall be reviewed and adjusted, as necessary, by the Parties, in order to ensure that such costs and expenses shall not exceed the Project's budget.
- 2.5 In implementing the Project, ITU shall have no liability or obligation arising from or relating to: (i) any failure or delay by LFEU in making its in-kind contribution; (ii) any breach, default, violation or non-compliance by the LFEU or any third party (including donors) in relation to this Agreement, the Project Document or any other agreement, document or instrument arising therefrom or relating thereto; or (iii) any action or omission by the Partner or any third party.

ARTICLE 3: PROJECT MANAGEMENT AND GOVERNANCE

- 3.1 The Project shall be implemented under the overall management and coordination of ITU, in accordance with ITU rules, regulations, and procedures. Accordingly, personnel shall be engaged and administered, equipment, supplies and services shall be purchased, and contracts shall be entered into, in each case, subject to and in accordance with the relevant provisions of such rules, regulations and procedures. The Project shall

be exclusively subject to the internal and external auditing provisions set forth in ITU's Financial Rules, Regulations and procedures.

- 3.2 A Project Management Committee and a Governmental Consultative Committee shall be established as further described in the Project Document.
- 3.3 The Parties shall regularly communicate and consult with each other on matters relating to the implementation of the Project.

ARTICLE 4: INTELLECTUAL PROPERTY

- 4.1 All intellectual property rights in any materials produced under this Agreement shall be jointly owned by ITU, unless otherwise agreed in writing.
- 4.2 Any publications resulting from the Project shall be published under a Creative Commons 3.0 IGO license, to be selected by the Project Management Committee.
- 4.3 Neither Party shall use the other Party's logos, emblems, trademarks, or other intellectual property without the prior written consent of the owning Party. LFEU further agrees not to use the OpenWallet Forum logo without the prior written consent of ITU, which consent shall not be unreasonably withheld or delayed. Any use of a Party's intellectual property permitted under this Agreement shall be in accordance with the owning Party's then-current brand guidelines and subject to any specific usage instructions provided by the owning Party

ARTICLE 5: ANTI-CORRUPTION PROCEDURES AND INVESTIGATIONS

- 5.1 The Parties shall consult with each other in respect of any matter that may arise from or in connection with fraudulent and corrupt practices and conflicts of interest with respect to the Agreement.
- 5.2 All allegations of corruption shall be investigated promptly and, where confirmed, appropriate follow-up action shall be initiated without delay by LFEU in accordance with its applicable policies, procedures and guidelines where such allegations involve the LF's staff and/or activities and by ITU in accordance with its applicable policies, regulations and rules where such allegations involve ITU staff and/or activities.
- 5.3 The Parties shall facilitate each other in investigations and follow up actions against the allegations of fraud and corruption.

ARTICLE 6: FORCE MAJEURE

- 6.1 A Party unable to fulfil its obligations due to Force Majeure shall notify the other Party promptly.
- 6.2 The Parties shall jointly assess the impact and determine necessary actions, including possible suspension or termination of the Agreement.
- 6.3 Neither Party shall be liable for delays or failures in performance due to Force Majeure.

ARTICLE 7: NOTICES

7.1 Notices shall be in writing and deemed effective upon receipt by hand-delivery, registered mail, or email (with confirmation of receipt). The address or contact person of a Party may be changed by appropriate notice given to the other Party in accordance with this Article.

7.2 Notices to ITU shall be addressed to:

International Telecommunication Union

Place des Nations

CH-1211 Geneva 20

Switzerland

Attention: Dr Bilel Jamoussi, Deputy Director, Telecommunication Standardization Bureau

E-mail: bilel.jamoussi@itu.int

7.3 Notices to LFEU shall be addressed to:

The Linux Foundation Europe

Avenue des arts 56

1000 Bruxelles

Belgium

Attention: LFEU Gabriele Columbro, General Manager, Linux Foundation Europe

E-mail: LFEU_gab@linuxfoundation.eu

ARTICLE 8: ENTRY INTO FORCE; DURATION; AMENDMENT; TERMINATION

8.1 This Agreement shall enter into force upon the signature of both Parties and shall remain effective until all obligations are fulfilled according to the terms and conditions of this Agreement and the Project Document.

8.2 This Agreement or any of its Annexes may only be modified by written amendment signed by both Parties.

8.3 Either Party may terminate this Agreement by providing thirty (30) days written notice to the other Party. The Parties shall cooperate in good faith to bring any ongoing Project Activities to a prompt and orderly conclusion. Each Party shall be responsible for its own costs associate with such termination.

ARTICLE 9: ENTIRE AGREEMENT; ANNEXES

9.1 This Agreement, together with its Annexes, constitutes the entire agreement and supersedes all prior agreements and understandings between the Parties. All Annexes attached to this Agreement form an integral part hereof. In the event of any conflict or discrepancy between this Agreement, on the one hand, and any of its Annexes, on the other hand, the terms and conditions of this Agreement shall govern and control in all respects and for all purposes.

ARTICLE 10: ASSIGNMENT; BINDING EFFECT

- 10.1 Neither Party may transfer or assign its rights or obligations under this Agreement without prior written consent from the other Party.
- 10.2 This Agreement shall be binding upon and inure to the benefit of the Parties and their successors and permitted assigns.

ARTICLE 11: SETTLEMENT OF DISPUTES

- 11.1 Any dispute between the Parties arising from or in connection with this Agreement or the Project shall be resolved by amicable direct negotiations between the Parties. In case of failure of such negotiations, the dispute shall be settled by a sole arbitrator to be nominated at the request of either Party by the Court of Arbitration of the International Chamber of Commerce (ICC). The place of arbitration shall be Geneva, Switzerland. The language of the arbitration shall be English. The arbitration shall be carried out in accordance with the Rules of Arbitration of the International Chamber of Commerce, as presently in force. The applicable substantive law shall be Swiss law. The arbitrator's ruling shall be binding and final upon the Parties, and any recourse against such ruling by or before any court or tribunal is hereby expressly and irrevocably waived and excluded by each of the Parties.

Article 12: LIMITATION OF LIABILITY

- 12.1 Neither Party shall be liable to the other Party for any indirect, incidental, consequential, special, exemplary, punitive or aggravated damages, loss of profits or revenue, loss of use, loss of data, loss of business opportunity, or any other economic loss arising out of or in connection with this Agreement, whether arising in contract, tort (including negligence), strict liability, or otherwise
- 12.2 Each Party's total aggregate liability to the other Party for any and all claims arising out of or in connection with this Agreement, whether arising in contract, tort (including negligence), strict liability, or otherwise, shall not exceed the total value of the in-kind contributions provided by that Party under this Agreement.
- 12.3 Nothing in this Agreement shall limit or exclude either Party's liability for: (a) death or personal injury caused by its negligence; (b) fraud or fraudulent misrepresentation; or (c) any other liability which cannot be limited or excluded by applicable law.

ARTICLE 13: PRIVILEGES AND IMMUNITIES

- 13.1 Nothing in this Agreement shall be construed as a waiver of any privileges, immunities, or facilities which ITU enjoys by virtue of international agreements and national laws.

ARTICLE 14: ELECTRONIC SIGNATURES

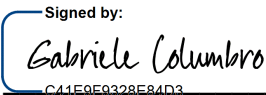
14.1 This Agreement may be executed by facsimile or by electronic signature and in counterparts, each of which (including signature pages) will be deemed an original, but all of which together will constitute one and the same instrument.

IN WITNESS WHEREOF, the Parties have caused their duly authorized representatives to sign this Agreement in the English language, as of the date(s) set forth below.

FOR ITU:

By: _____
Name: _____
Title: _____
Date: _____

FOR THE LINUX FOUNDATION EUROPE:

Signed by:
By:  _____
C41E9E9328E84D3
Name: Gabriele Columbro
Title: General Manager, Linux Foundation Europe
Date: 9/12/2024 | 9:09 AM PDT

Annex 1: Project Document

Project Document on Collaboration between ITU and Linux Foundation on OpenWallet Forum

1. Background and context

1.1. Introduction

The Covid-19 pandemic has pushed governments and businesses to reconsider their approaches to payments, identity verification, and access control, speeding up the adoption of mobile and contactless alternatives.

Among these, the payments sector has seen the highest adoption of mobile digital wallets, resulting in speculation that mobile wallets will broadly replace cash and plastic cards within the next decade. However, mobile digital wallets have the potential to transform more than just transactions.

Mobile digital wallets are emerging as an all-in-one solution to address friction in not only payments but also ID verification and access management. By adding scanning and document encryption to their capabilities, digital wallets can offer a secure virtual storage alternative for a lot of what is found in physical wallets today.

Digital wallets today are mostly associated with holding payment credentials; but it is already expected they will also carry other credentials, such as digital ID, medical records, driving license, travel documents, education qualifications, loyalty cards, boarding passes, and concert tickets. In fact, we expect them to fully replace our physical wallets at some point. Digital Identity will be “just” another capability of multi-purpose wallets among many other features.

Digital wallets will enable seamless ID verification, and improved checkout, access, and travel experiences than ever, automatically sharing minimally required user information related to user activity and transactions. For example, at a basic level, digital wallets could confirm a user’s age with the checkout system at the liquor store, share an access card with the security system at an office, or offer passport information to the identity reader at an airport.

Digital wallets offer high growth potential in the near future, providing customers with a myriad of options. As digital wallets gain adoption, governments will be incentivized to get on board, partnering with fintechs or launching their own digital ID wallets. Strong government regulation and policies will be required to manage privacy and the risks associated with digital wallet IDs.

For digital wallets to be successful, there will be a need for multi-stakeholder collaboration at the global level to coordinate the different requirements from stakeholders from both the private and public sectors and the policies and standards needed to support and implement these requirements.

The OpenWallet Forum will be established by ITU in collaboration with the Linux Foundation and aims to provide a neutral platform to drive multistakeholder global collaboration for adoption of open, secure and interoperable policies and standards for digital wallet solutions.

Through an inclusive multi-stakeholder collaboration, best practices, policy measures, standardization and use cases would be developed for digital wallet technology. The OpenWallet Forum runs in parallel with the work of the OpenWallet Foundation, which focuses on standards-based Open Source Software (OSS) components that users, issuers, wallet providers and relying parties can use to bootstrap implementations that preserve user choice, security and privacy. It also advances the work of ITU, and more specifically Study Group 17's standardization work on identity management and verifiable credentials format, and will generate new inputs to standardization work in ITU-T Study Group 3 on economic and policy issues related to digital wallets and digital identity.

1.2. Problem Statement and Justification

Hundreds of digital wallets already exist. But many of them are textbook examples of vendor lock-in: when we cannot move our data, we cannot choose between competing products. Without interoperability, we need a separate wallet for each different function. Many of today's digital wallets also suffer from problems such as security, intrusive business models, black-box design, and limited capabilities. Some governments pursue their own wallet initiatives, most notably the EUDI initiative in the European Union. This could lead to incompatible initiatives between the public and private sector.

Twenty-five years ago, early-stage web browsers were incompatible and non-standardized. This threatened to derail the web. That threat brought everyone to the table to adopt a core set of standards that ensured interoperability and helped the web to flourish. Today, everyone routinely uses a browser to access the web— but we're free to use any browser for any content and switch between browsers anytime we like. Browser publishers do not ask content owners for payments to display their websites. Open source browser engines, such as Blink, Gecko, and WebKit, give developers a quick start on their own projects. The parallel is striking.

People can store various digital documents within the digital wallet, ranging from academic credentials to driving license, national ID, and use it for signing into public and private sector platforms for online transactions. This approach is more secure and user-friendly than managing numerous passwords.

With a single click, individuals can confidently transmit specific information to verified public and private sector entities, disclosing only necessary details - like age or nationality -, while withholding additional personal data. This minimizes the risk of personal profiling and grants users control over personal information. Digital wallets will facilitate the exchange of information at the national and international level through interoperability.

It's time for everyone to come to the table to aim to implement open standards into core engines enabling global interoperability to help our digital world flourish. Many organizations worked together to unleash a monumental wave of innovation on the web. Today, we must do that again. Different stakeholders from governments, public and private sectors, to Intergovernmental organizations and Standards Development Organizations (SDOs) must work together to unleash a new wave of innovation in digital wallets. This will ensure that the requirements of all the stakeholders are included in the digital wallet standards and that it can be used for different purposes and not just payments.

In addition, many developing countries, including low income countries are already considering adoption of digital wallets as part of their digital transformation strategy. Based

on the above the OpenWallet Forum project aims to align with the objectives of ITU Plenipotentiary Resolution 71, *ITU Strategic Plan* and WTDC-22 Resolution 89: *Digital transformation for sustainable development* to close the digital divide by facilitating digital transformation to help build an inclusive society and economy for sustainable development and contributing to the development of digital building blocks for the digital public infrastructure, and WTS-16 Resolution 90: *Open source in the ITU Telecommunication Standardization Sector* to bring to ITU-T Study Group 17 standardization activities the open source work on digital wallets and verifiable content credentials for interoperability.

The OpenWallet Forum will focus on virtual and physical meetings with a goal to further mutual understanding and collaboration. These talks will naturally include developing countries with an ultimate goal of globally interoperable wallets to bridge digital divides. The OpenWallet Forum will also include other intergovernmental organizations to provide guidance on how to integrate verifiable digital ID credentials, digital wallets in their digital transformation strategy to facilitate access to digital services for the citizens and residents.

2. Project Objective

The objective of this project is to provide a neutral, open, inclusive multi-stakeholder forum for discussion of public policy matters, technical requirements and specifications related to multipurpose interoperable digital wallets. This will empower government agencies, in concert with private sector organizations, SDOs, NGOs, and other stakeholders, to build and deploy their digital services and applications in a cost efficient, accelerated, interoperable and integrated manner. This is particularly needed in low-resource settings to ensure participation in the global digital economy.

Digital Wallets will become critical components for the Digital Public Infrastructure to enable citizens to prove their identity, pay, hold ID documents, digital currencies, digital assets, travel documents, educational certificates, and gain access to digital services

This project is anticipated to deliver a number of economic benefits in the beneficiary countries and achieve the following through multistakeholder meetings to improve the understanding of: -

- The interplay of different technical standards
- Security requirements for hardware and software for digital wallets
- Best practices for countries with less developed digital wallet infrastructure
- Policies and trust frameworks to enable cross border interoperability for digital wallets
- An open ecosystem which supports users' choice, while protecting users' privacy and security

3. Expected results

Organise events and meetings aimed at collaboration between government officials and multistakeholder collaboration for inputs from industry, standards development organizations and government.

Organise regular multistakeholder meetings and events with regards to inviting inputs from various stakeholder groups with regards to policies and technical requirements for digital wallets, share lessons learned on digital wallet implementations, facilitate

coordination on requirements for cross border interoperability for digital wallets and verifiable data credentials.

The following table below summarizes the specific KPIs for the result mentioned above:

Expected Result	Key Performance Indicators	Target
1	Organise meetings for the Government multistakeholder collaboration for inputs from industry, standards development organizations and government	Two physical multistakeholder events will be held each year in 2025 and 2026 respectively (4 physical events). Monthly Government Consultative Committee meetings. One annual OpenWallet High level Panel Meeting will be held in 2025 and 2026.
2	Publish reports that record and compare views expressed at the meetings	Reports describing different views at three multistakeholder meetings

4. Project Scope

This project shall be referred to as the OpenWallet Forum, established by ITU in collaboration with the Linux Foundation, in the area of digital wallets.

OpenWallet Forum

The OpenWallet Forum will be set up and managed by ITU. It will bring together governments, private sector organizations, standard development organizations (SDOs) and intergovernmental organizations to discuss standards, requirements and policies that will affect and define the digital wallet landscape. It does this by coordinating work across SDOs on technical standards for digital wallets, informing governments and reflecting digital wallet-related policy initiatives around the world and looking at the intersection of these two domains. It will run parallel to the work done under the OpenWallet Foundation as well as the standards developed at SDOs, and in particular the work of ITU Study Group 17 in identity management and verifiable credentials format and will generate new inputs to standardization work in ITU-T Study Group 3 on economic and policy issues related to digital wallets and digital identity.

4.1. Implementation Approach

The structure for the OpenWallet Forum will be set up and managed by ITU in close partnership with the OpenWallet Foundation (a project of the Linux Foundation, the world’s largest open source initiative).

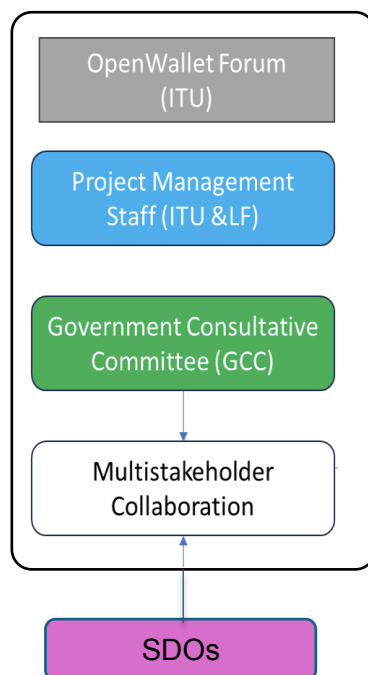


Figure 1: OpenWallet Forum

4.1.1. Project Management Committee

The Project Management Committee will be chaired by ITU and will be composed of representatives of ITU and implementing partners. It will be responsible for administrative project management of the OpenWallet Forum and providing guidance to the scope of activities to be implemented. It will not have any role in the content of discussions at the GCC or multistakeholder meetings.

It will be responsible to

- a) Define the budget and resources needed for project collaboration and identify possibilities for fundraising and sponsorship to be conducted within the project, as appropriate and in accordance with ITU rules.
- b) Approve, review and monitor the annual implementation plan, budget expenditure and resources for the OpenWallet Forum;
- c) Coordinate overall institutional buy-in behind the vision and resource mobilization with donors who would contribute funds to the activities of the OpenWalletForum;
- d) Identify partnerships, collaboration agreements and any contracts that may be required for external third parties.

At the outset of the project, its composition would be as follows:

- Members:
 - o Standardization Bureau of ITU,
 - o Development Bureau of ITU,
 - o Executive Director of OpenWallet Foundation (Linux Foundation)

- Observers: Donors and other stakeholders to be invited by the Project Management Committee.

The Committee will be assisted by a Secretariat which would be responsible for

- a) Preparing reports for the Project Management Committee Meetings
- b) Coordinating the organization of the events organized by the OpenWallet Forum and participation in third party conferences
- c) Track progress of the project and budget expenditure.
- d) Manage the website, electronic meetings and electronic document handling tools for the OpenWallet Forum entities.
- e) Coordinate the preparation of progress reports as required with the respective groups of the OpenWallet Forum ahead of the Project Management Committee meetings;
- f) Coordinate the publication of the outputs of the groups under the OpenWallet Forum
- g) Coordinate the preparation of blogs, media interviews and related articles for communication outreach.

4.1.2. OpenWallet Forum Governmental Consultative Committee (GCC)

The Governmental Consultative Committee (GCC) is a critical component of the Project to be convened by ITU at the beginning of project implementation. The GCC will be supported by the Project Management Committee Secretariat who will also provide the secretariat for the GCC.

Purpose and Role

The main roles of the GCC are to:

1. Record and summarize views on a broad range of public policy issues impacting digital wallets.
2. Discuss government and other public policy interests and concerns regarding digital wallets.
3. Stimulate international and multistakeholder collaboration to share knowledge and best practices, and to explore opportunities and challenges related to digital wallets.

Participation and Leadership

Participation in the GCC is open to representatives from ITU Member States, with intergovernmental organizations invited as observers. ITU will invite all ITU Member States to nominate one or more representatives to participate in the GCC.

The GCC leadership team will include two Co-Chairs (one representative from a Developed Country and one from a Developing Country) and six Vice-Chairs, reflecting a balanced representation of geographic and developmental diversity. ITU will invite Member States to propose their nominees for the positions of Co-Chairs and Vice Chairs. All leadership nominations will be considered by the GCC which will decide on the selection of Co-Chairs and Vice-Chairs by consensus. The GCC Leadership Team, is responsible for identifying emerging trends, setting priorities, and leading all GCC meetings. Participants are expected to actively engage in GCC activities by attending meetings, sharing expertise, contributing to policy guidance and documents, and participating in working groups.

Meetings, Working Methods, and Outputs

The GCC will conduct regular meetings, with the frequency and format (online or physical) determined by the Project Management Team. Meeting dates will be announced at least four weeks in advance. The GCC will use remote collaboration tools and encourages collocation with existing ITU meetings. All decisions within the GCC are made by consensus. If consensus cannot be reached, all opinions will be documented and reflected in the meeting reports. The GCC may further develop its working methods and procedures through consensus among all Member States. However, any such methods must not contravene the fundamental principle that all decisions must be made by consensus.

The GCC will produce various outputs, including meeting reports, policy guidance documents, and other contributions, in line with the Project's objectives. These outputs will be approved by consensus among GCC participants and published under a Creative Commons 3.0 IGO license, to be selected by the Project Management Team.

As needed, the Project Management Committee may establish the working methods for the GCC and its subgroups, if any, on the basis of this section 4.1.2.

4.2. Events organized by the OpenWallet Forum

The following events will be organised by the OpenWallet Forum:

- a) Multistakeholder meetings between public and private sector
- b) OpenWallet High Level Panel Meeting

4.2.1. OpenWallet Forum Multistakeholder Meetings

The Project Management Committee will organize regular multistakeholder meetings for public private sector coordination and discuss specific thematic areas of interest. The multistakeholder meetings will bring together the members of the Government Consultative Committee, the members of OpenWallet Foundation, Intergovernmental organizations, standards development organizations (SDOs) and the industry players in digital wallets who are members in ITU. It is expected that the output of the Multistakeholder Meetings will contribute to the work of the Government Consultative Committee. A report on the outcomes of each multistakeholder meeting will be published by the OpenWallet Forum.

4.2.2. OpenWallet High Level Panel Meeting

The OpenWallet High Level Panel meeting will be an annual event which would potentially take place during the Annual Meeting of the WEF in Davos. The ITU Secretary General and the CEO of the Linux Foundation will send the invitation for the OpenWallet High Level Panel Meeting.

The main objectives of the OpenWallet High Level Panel Meeting will be to:

- align stakeholders on key questions such as consumer choice and inclusion.
- ensure ongoing support for the OpenWallet Forum

High profile and top executives from Intergovernmental organizations, private sector, governments, and OpenWallet Foundation would be invited to the OpenWallet High Level Panel Meeting. A report on the outcomes of each High Level Panel Meeting will be published by the OpenWallet Forum.

5. Project Implementation

The project will be implemented in a phased approach:

- a) Phase 1 (August – December 2024): OpenWallet Forum Setup
- b) Phase 2 (January 2025 – December 2026): Multistakeholder collaboration

Phase 1 will consist of setting up the OpenWallet Forum governance structure, the project management office, the operations for the Government Consultative Committee, inviting government to nominate their representatives for GCC monthly meetings which will be held virtually. It is expected the first meeting of the GCC will be in the month of September. No physical meetings are planned in Phase 1.

Phase 2 will start in January 2025 and will consist of:

- a) Following up on the organisation of the monthly GCC meetings
- b) Planning the organisation of the annual High Level Panel Meetings in 2025 and 2026
- c) Coordination and organisation of the multistakeholder collaboration meetings
- d) Publication of the reports on the meetings held for the High Level Panel and Multistakeholder collaboration.

6. Project Activities for Phase 1

The activities planned for phase 1 are shown in the table below. Timeline of the activities is shown at Annex 2.

No	Activity Description	Responsible Entity
1	1.1 ITU to establish the Project Management Committee for the OpenWallet Forum and its Secretariat	ITU
	1.2 ITU to assign a Project Manager for the OpenWallet Forum	ITU
	1.3 LFEU / OpenWallet Foundation to second staff to the OpenWallet Forum	LF
	1.4 ITU to set date for the first meeting of the Project Management Committee	ITU + LF
	1.5 Project Management Committee to finalise the Terms of reference for the Government Consultative Committee.	Project Management Committee
2	2.1 Plan a joint press release at WSIS Forum in May 2024 to announce intention to collaborate between ITU and LFEU on digital wallets	ITU + LF
	2.2 ITU to set up the Governmental Consultative Committee and invite Member States and Intergovernmental organizations to nominate their representative for the Committee	ITU
3	3.1 Develop OpenWallet Forum website as an ITU subsite (pointing to openwallet.itu.int) for the OpenWallet Forum and for its activities.	ITU
	3.2 Organize meetings of the Project Management Committee	ITU

No	Activity Description	Responsible Entity
	3.3 Invite Member States and Intergovernmental Organizations to send the invitation for the first meeting of the Governmental Consultative Committee	ITU
	3.4 ITU convenes monthly meetings of Governmental Consultative Committee	ITU
4	4.1 Participate in events and conferences to promote work	ITU
	4.1 Communications outreach and strategy	ITU + LF
	4.2 Donor outreach for funding of Phase 2 activities	ITU + LF
	4.3 Donor agreements in place by end November 2024 for funding of Phase 2 activities	ITU + LF

7. Inputs

7.1. ITU

IN CASH CONTRIBUTION	Not applicable
IN KIND CONTRIBUTION	Staff from TSB and BDT for Project coordination

7.2. Linux Foundation

IN CASH CONTRIBUTION	Not applicable
IN KIND CONTRIBUTION	Staff Resources to assist ITU in the implementation of the project, incl. Executive Director of OpenWallet Foundation CTO of OpenWallet Foundation

7. Roles and responsibilities

7.1. ITU

ITU will:

- Provide staff resources for the coordination and management of the project and be responsible for the overall management of the project implementation, supervision, monitoring, coordination and evaluation, in accordance with ITU rules.

- Provide its expertise and international experience to enable realization of the project objectives in an effective and efficient manner.
- Provide the website, the electronic working tools (Zoom, etc) and document management for the OpenWallet Forum.
- Coordinate with the relevant parties to strengthen the implementation of the project.

7.2. Linux Foundation

Linux Foundation will

- Provide staff resources to assist ITU in implementing the project
 - Make available the current staff for the secretariat of the Government Advisory Committee at OpenWalletFoundation, to provide support to the OpenWallet Governmental Consultative Committee.
 - make available, as and when required, the OpenWallet Foundation's Executive Director to the OpenWallet Forum to help with fundraising, partnerships, events and overall coordination with the OpenWallet Foundation
 - make available, as and when required, the OpenWallet Chief Technology Officer to the OpenWallet Forum to assist in helping the Governmental Consultative Committee.
- Point the openwallet.forum domain to openwallet.itu.int
- Coordinate with the relevant parties to support the OpenWallet Forum's success.

It is understood and agreed that the Linux Foundation will not use ITU or the OpenWallet Forum logo for the OpenWallet Foundation.

7.3. Engagement of donors in the implementation of the project

The Parties acknowledge that the successful implementation of the Project depends on the engagement and support from donors to meet the budget expenditure for this project. As such, Linux Foundation will assist ITU in resource mobilization efforts to support the sustainability of the project.

8. Risk Management

Risk Description:	Likelihood	Impact	Mitigation Action:
High level commitment from ITU Management and Membership, and OpenWallet Foundation Governing Board.	9	9	This risk will be addressed through forward planning and early engagement with the relevant parties from ITU and Linux Foundation.

Risk Description:	Likelihood	Impact	Mitigation Action:
Availability of suitable experts from developing countries Government to join the Governmental Consultative Committee.	3	5	This risk will be addressed by engaging known ITU experts and other experts from ITU-T Study Groups and OpenWallet Foundation members with demonstrated knowledge, skills and experience.
Timing of activities and delays	5	8	This risk will be addressed through forward planning and early engagement with stakeholders.
Resources to implement the project successfully to completion	8	6	The risk will be addressed through contributions from donors, staggering of the project in phases for fundraising and identifying quick wins which will help to garner support for new initiatives.

9. Project Management

The supervision and implementation of the project will be done in accordance with ITU rules, regulations, and procedures in close cooperation with the stakeholders involved. There shall be an overall project management committee to provide project oversight and coordination (see section 4.1.1 Project Management Committee for the roles and responsibilities).

A project Secretariat shall be put in place in ITU to manage on a day-to-day basis and coordinate the various operational activities to be organized as part of the project and act as liaison with the Linux Foundation.

10. Monitoring and evaluation

Quarterly reports will be prepared to provide a summary of activities implemented, achievements made, challenges and any necessary amendments required for the successful implementation of the project. During the course of the project, ITU in collaboration with the Linux Foundation will make an assessment on an annual basis, based on all activities implemented within the scope, publications, feedback from events, budget and timeline, achievements, lessons learned and recommendations for future actions.

11. Budget

The budget details for this project is set forth in Annex 1 attached hereto. The tables below summarizes the budget from Annex 1 for Phase 1 and 2 respectively.

Phase 1 Expenses	2024
Staffing	37,552
Travel	5,000
Admin Charge (12%)	5,106
Total	47,658

Phase 2 Expenses	2025	2026	
Staffing	191,952	191,952	
Travel	210,500	210,500	
Consultancy	502,400	402,400	
Catering costs	36,800	36,800	
Other expenses	86,000	86,000	
Admin Charge (12%)	123,318	111,318	
Total	1,150,970	1,050,970	2,189,940

12. Work Plan

The work plan for this project is set forth in Annex 2 attached hereto.

Annex 1: Budget

The table below provides the overall estimated budget for this project by category of expenditures. The breakdown by category of expenditure is based on the best available information at this time and is subject to change during implementation of the project. In order to ensure the successful implementation of the project, ITU will have the flexibility to shift funds between budget categories as necessary. It is expected that for the first year, all the meetings of the Governmental Consultative Committee and multistakeholder meetings will be held online. In case, any meetings are held physically, they will need to be sponsored by the host to cover the associated expenses including ITU expenses for the event.

ESTIMATED BUDGET (in CHF)

Budget - All figures in CHF

Expenses type		Purpose	Unit Price	Quantity			Amounts in Swiss Francs (CHF)			
				2024	2025	2026	2024	2025	2026	Total
Staff expenses										
Programme Coordinator - P4			208,620	0.18	0.50	0.50	37,552	104,310	104,310	246,172
Project Officer - P3			175,284	-	0.5	0.50	-	87,642	87,642	175,284
Total Staff expenses							37,552	191,952	191,952	421,456
Travel expenses										
Experts		Multistakeholder Meeting 1	3,000		3	3	-	9,000	9,000	18,000
Experts		Multistakeholder Meeting 2	4,000		3	3	-	12,000	12,000	24,000
Experts		Multistakeholder Meeting 3	-		-	-	-	-	-	-
Fellowships		Multistakeholder Meeting 1	3,000		12	12	-	36,000	36,000	72,000
Fellowships		Multistakeholder Meeting 2	4,000		12	12	-	48,000	48,000	96,000
Fellowships		Multistakeholder Meeting 3	-		-	-	-	-	-	-
ITU Staff		Multistakeholder Meeting 1	3,000		7	7	-	21,000	21,000	42,000
ITU Staff		Multistakeholder Meeting 2	7,000		7	7	-	49,000	49,000	98,000
ITU Staff		Multistakeholder Meeting 3	-		-	-	-	-	-	-
Moderator		Multistakeholder Meeting 1	3,000		1	1	-	3,000	3,000	6,000
Moderator		Multistakeholder Meeting 2	4,000		1	1	-	4,000	4,000	8,000
Moderator		Multistakeholder Meeting 3	-		-	-	-	-	-	-
Fellowships		High Level Panel Meeting	3,000		3	3	-	9,000	9,000	18,000
ITU Staff		High Level Panel Meeting	1,500		3	3	-	4,500	4,500	9,000
ITU Staff		Participation in external events	5,000	1	3	3	5,000	15,000	15,000	35,000
Total Travel expenses							5,000	210,500	210,500	426,000
Consultancy										
Moderator remuneration		Multistakeholder Meeting 1	400		3	3	-	1,200	1,200	2,400
Moderator remuneration		Multistakeholder Meeting 2	400		3	3	-	1,200	1,200	2,400
Moderator remuneration		Multistakeholder Meeting 3	-		-	-	-	-	-	-
Website Development		Website development for OpenWallet Forum and events						500,000	400,000	900,000
Total Consultants							-	502,400	402,400	904,800
Catering expenses										
2 coffee-breaks + 1 lunch per day - 200 guests/meeting		Multistakeholder Meeting 1	92		200	200	-	18,400	18,400	36,800
2 coffee-breaks + 1 lunch per day - 200 guests/meeting		Multistakeholder Meeting 2	92		200	200	-	18,400	18,400	36,800
2 coffee-breaks + 1 lunch per day - 200 guests/meeting		Multistakeholder Meeting 3	-		-	-	-	-	-	-
Total Catering							-	36,800	36,800	73,600
Other expenses										
Room rental		Multistakeholder Meeting 1	5,000		1	1	-	5,000	5,000	10,000
Room rental		Multistakeholder Meeting 2	5,000		1	1	-	5,000	5,000	10,000
Video and promotion		Multistakeholder Meeting 1	-		-	-	-	-	-	-
Video and promotion		Multistakeholder Meeting 2	3,000		1	1	-	3,000	3,000	6,000
Video and promotion		Multistakeholder Meeting 3	3,000		1	1	-	3,000	3,000	6,000
Remote Interpretation - 6 UN languages - Interpreters salaries		Multistakeholder Meeting 1	-		-	-	-	-	-	-
Remote Interpretation - 6 UN languages - Interpreters salaries		Multistakeholder Meeting 2	20,000		1	1	-	20,000	20,000	40,000
Remote Interpretation - 6 UN languages - Interpreters salaries		Multistakeholder Meeting 3	20,000		1	1	-	20,000	20,000	40,000
Other logistics		Multistakeholder Meeting 1	-		-	-	-	-	-	-
Other logistics		Multistakeholder Meeting 2	5,000		1	1	-	5,000	5,000	10,000
Other logistics		Multistakeholder Meeting 3	5,000		1	1	-	5,000	5,000	10,000
Reports		OpenWallet Forum reports	5,000		4	4	-	20,000	20,000	40,000
Total Other expenses							-	86,000	86,000	172,000
TOTAL EXPENSES (before AOS 12%)							42,552	1,027,652	927,652	1,997,856
AOS 12%							5,106	123,318	111,318	239,743
TOTAL EXPENSES (including AOS 12%)							47,658	1,150,970	1,038,970	2,237,598

Annex 2: Project Plan for Phase 1 Timeline

No	Activity Description	M1	M8
1	1.1 ITU to establish the Project Management Committee for the OpenWallet Forum and its Secretariat		
	1.2 ITU to assign a Project Manager for the Global OpenWallet Forum		
	1.3 LFEU / OpenWalletFoundation to second staff to the OpenWallet Forum		
	1.4 ITU to set date for the first meeting of the Project Management Committee		
	1.5 Project Management Committee to finalise the Terms of reference for the Government Consultative Committee at its first meeting.		
2	2.1 Plan a joint press release at WSIS Forum in May 2024 to announce intention to collaborate between ITU and LFEU on digital wallets		

No	Activity Description	M1												M8
	3.4 ITU convenes monthly meetings of Governmental Consultative Committee													
4	4.1 Participate in events and conferences to promote work													
	4.2 Communications outreach and strategy													
	4.3 Donor outreach for funding of Phase 2 activities													
	4. 4 Donor agreement in place for funding of Phase 2 activities													

Project Plan for Phase 2 Timeline

No	Activity Description	M1				M12				M24			
1	OpenWallet High Level Panel Meeting at the World Economic Forum in Davos												
2	Monthly meetings of the GCC												
3	Multistakeholder Meeting 1												
4	Multistakeholder Meeting 2												
5	Multistakeholder Meeting 3												

6	Multistakeholder meeting 4													
---	-------------------------------	--	--	--	--	--	--	--	--	--	--	--	--	--



9 September 2024

Mr. Seizo Onoe

Director of the Telecommunication Standardization Bureau
International Telecommunication Union (ITU)
Place des Nations
1211 Geneva 20
Switzerland

Dear Mr. Seizo Onoe,

Re: Assurance Regarding the Use of the “OpenWallet” Trademark by ITU

We are writing on behalf of Linux Foundation Europe (“LFE”) in relation to the use of the term “OpenWallet” by the International Telecommunication Union (ITU) in connection with the ITU’s “OpenWallet Forum” project and ITU’s related activities. LFE’s “OpenWallet Foundation” trademark is currently registered in the European Union (Reg. No. 018760960).


LFE has carefully reviewed the ITU's use of “OpenWallet” in the context of the “OpenWallet Forum” project. Based on our analysis, we consider that ITU’s and its membership’s use of “OpenWallet Forum” in connection with publications, events, online or printed communication material, as well as in present or future collaborations of ITU with third parties, can coexist with LFE’s use of OpenWallet Foundation, and will not cause confusion in the parties’ respective communities for the following reasons:

1. **Descriptive Use:** ITU’s use of “OpenWallet” is descriptive in nature, as it is limited to describing the purpose and objectives of the “OpenWallet Forum” project, which aims to foster collaboration and develop open standards for digital wallet solutions.
2. **Non-Commercial Use:** The “OpenWallet Forum” is an extrabudgetary activity of the ITU, conducted in a non-commercial context and for the public good. The specific ITU project is dedicated to promoting the adoption of open, secure, and interoperable digital wallet solutions.
3. **Absence of Confusion:** Given the specific mandate and mission of the ITU, coupled with the non-commercial, collaborative nature of the “OpenWallet Forum” project, it is highly unlikely that any confusion would arise among stakeholders, partners, or the public regarding the project’s affiliation with the ITU.

In light of the above, we confirm that the intended use of “OpenWallet” by ITU and its membership, as described in this letter, does not infringe upon LFE's trademark rights and, accordingly, no license from LFE is required for ITU or its membership to use “OpenWallet Forum” in connection with the project and related activities. We believe that both parties can operate independently without any risk of confusion or conflict.

Should either ITU or LFE become aware of any actual confusion, we agree to work together to address such confusion. Nothing in this letter shall constitute a waiver of the privileges and immunities which the ITU enjoys by virtue of the international agreements and national laws.

Yours sincerely,

Signed by:

C41E9F8328E04D3...
Mr. Gabriele Columbro
General Manager
Linux Foundation Europe
Avenue des Arts 56
1000 Brussels
Belgium

AGREED AND ACCEPTED:

Mr. Seizo Onoe
Director of the Telecommunication Standardization Bureau
International Telecommunication Union (ITU)
Place des Nations
1211 Geneva 20
Switzerland