



INTERNATIONAL TELECOMMUNICATION UNION

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OPERITU:

Database on telecommunication operators and service providers in developing countries Edition 2003



This online database, developed by ITU at the request of ITU-D Sector Members, contains details of telecommunication operators and service providers, both public and private, in developing countries, together with more specific information on various companies. It is an essential tool for operators and service providers wishing to announce their presence, to highlight their development projects, to identify potential partners (financiers, equipment manufacturers, software developers, operators, etc.) and to address market opportunities. In addition, it gives firms wishing to participate in telecommunication development in developing countries the possibility of targeting and profiling operators and service providers more accurately, while at the same time opening up attractive prospects in areas of collaboration.

This system, which is available on the ITU website (<http://www.itu.int/ITU-D/partners/OPERITU.asp>), allows search by region/country or by selecting predefined criteria. It is updated on a regular basis.

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Language:	English, French, Spanish
Electronic Format:	MS Word for Windows TM – Adobe Acrobat TM PDF
Conditions:	This product is not sold, but leased and licensed according to the annexed Licence Agreement for a single user, multi-user or networked environment.
Price in Swiss francs:	Catalogue Price for a single user: CHF 300.– Member States and Sector Members: –15% Administrations of Least Developed Countries and Libraries of educational institutions: –80% To determine the price of the Online Service, the client should complete the tables presented in paragraph 12.



**OPERITU:
Database on telecommunication operators and
service providers in developing countries**

Licence Agreement and Subscription Form

ITU Online – Subscription Service

1. Parties

The Parties to this Licence Agreement (“Agreement”) are the “Customer”, as licensee, and the International Telecommunication Union (“ITU”), as licensor. This Agreement, once received by ITU with the Customer’s signature, shall become effective between the Parties on the day the access key(s) is (are) provided to the Customer by ITU.

2. Service

The Online Service (“Service”) provided by ITU to the Customer is subject to the terms and conditions of this Agreement and includes:

- a) online access to “OPERITU: Database on telecommunication operators and service providers in developing countries” for the Authorized User(s);
- b) an “Access Key” which protects access to the Service; and
- c) a “Helpdesk” service that can be contacted by the Customer for assistance if required.

3. Definitions

3.1 Customer and Authorized User

In the context of this Agreement, the following meaning shall be attributed to the following terms:

- a) *Customer* is either a natural person or an entity with its own legal status of whatsoever nature, having signed this ITU Licence Agreement.
- b) *Authorized User* is a person designated by the Customer to access the Service, during the subscription period.

3.2 Types of Licence

The Licence Agreement may be established for a single-user, a multi-user or a network licence, in conformity with the terms and conditions of this Agreement.

- a) **Single-User Licence:** access to “OPERITU: Database on telecommunication operators and service providers in developing countries” online is authorized by a single user.
- b) **Multi-User Licence:** access to “OPERITU: Database on telecommunication operators and service providers in developing countries” online is authorized for multiple users with access keys provided for each *Authorized User*. The names and addresses of the *Authorized Users* must be specified in the Subscription Form at the end of this Agreement of which it forms part.
- c) **Multi-User Network Licence:** “OPERITU: Database on telecommunication operators and service providers in developing countries” is authorized for multiple users via an organization’s internal network.

4. Licence coverage

The Customer receives from ITU a non-exclusive and non-transferable licence for use of the Service by each *Authorized User*, subject to the terms and conditions set forth in this Agreement. The Customer acquires no copyright or ownership rights to the Service or its contents whatsoever, or any portions thereof, and all such rights remain with ITU.

- a) The Customer may use the Service until the Termination of this Agreement (see Article 9 below).
- b) The Customer may permit each *Authorized User* to download and print copies within the physical premises where the *Authorized User* has his office, for use as stipulated in the Copyright Notice (see Article 5 below).
- c) Any use of the Service is limited to the Authorized User(s) and does not extend to subsidiary/parent corporations or sub-contractors, or to any other related or affiliated entities.
- d) Downloading or posting the information into a public access network database is strictly prohibited.
- e) The Customer shall not sell, sub-licence, rent, or lease the Service or any portion thereof.

5. Copyright notice

The publications of the International Telecommunication Union (ITU) are protected by international copyright and trade law. Their contents or parts thereof may not be duplicated for sale or outside distribution by the Customer, but may be used by the Customer:

- a) to further the work of ITU; or
- b) of any standards body developing related standards;
- c) to provide guidance for the Customer's product or service development and implementation; and
- d) to serve as support for documentation associated with a product or service of the Customer.

Consequently, the foregoing provisions of this Copyright Notice apply to the Service under this Agreement. They shall, however, within the framework of this Agreement, automatically be replaced by any new Copyright Notice that ITU may publish, in which event ITU shall immediately provide the Customer with a copy of such new Notice.

6. Limited warranty

ITU warrants that "OPERITU: Database on telecommunication operators and service providers in developing countries" is properly available by means of the Service.

ITU does not warrant that the operation of the Service, or the chosen method of access by the user, will be uninterrupted or error free.

If the Customer is unable to use the Service, it must provide ITU with a detailed description of the problems encountered as soon as possible after receiving the access key(s).

Although the Service has been prepared using reasonable standards of care, and while there are no indications or reasons to believe that there exist inaccuracies or defects in the Service, **ITU FORMALLY DISCLAIMS HEREBY ALL OTHER WARRANTIES, EITHER EXPRESS OR IMPLIED, INCLUDING BUT NOT LIMITED TO IMPLIED WARRANTIES OF MERCHANTABILITY AND FITNESS FOR A PARTICULAR PURPOSE, WITH RESPECT TO THE SERVICE.**

7. No liability for consequential damages

In no event shall ITU be liable for any damages whatsoever (including, without limitation, damages for loss of profits, business interruption, loss of information, or other pecuniary loss) arising out of the use of this Service, even if ITU has been advised of the possibility of such damages.

8. Subscription period

The subscription period and thus the duration of this Agreement are for **one year** starting from the date on which ITU provides the access key(s) to the Customer by mail. Access key(s) will be provided by ITU only after receipt of this signed Licence Agreement and payment of the price of the subscription.

9. Termination

The Service automatically terminates at the expiration of the subscription period. However, ITU has the right, at its discretion, not to renew this Agreement and shall inform the Customer accordingly. ITU also reserves the right to terminate unilaterally this Agreement at any time if, in its judgement, the Customer has failed to comply with any of its material provisions; it shall inform the Customer of such termination.

10. Settlement of disputes

Any dispute between the Parties arising from or in connection with this Agreement, which cannot be settled amicably by them through direct negotiations, shall, at the request of either of the Parties, be submitted for settlement to a sole arbitrator to be nominated by the President of the Court of Arbitration of the *Chambre de commerce internationale de Paris* (France), the current Rules of Arbitration of which shall apply.

The place of arbitration shall be Geneva and the language of arbitration shall be English. Besides, and only supplementary to the provisions of this Agreement, the applicable law shall be the Swiss substantive law, with the exception of Article 190 of the Swiss Federal Law on Private International Law of 18 December 1987. The arbitrator's ruling shall be final and binding upon the Parties hereto and any recourse to any court or tribunal against the arbitrator's ruling shall be excluded.

11. Status, privileges, immunities and facilities enjoyed by ITU

ITU is a specialized agency of the United Nations and, as such, enjoys all of the privileges, immunities and facilities that are associated with that status and recognized as being enjoyed by ITU under the international agreements applicable to it, the Headquarters Agreement concluded between ITU and the Swiss Federal Council on 22 July 1971, and Swiss law.

No provision of this Agreement may be interpreted as constituting a derogation or renunciation of the privileges, immunities and facilities enjoyed by ITU pursuant to the provisions referred to in this Agreement.

The Customer hereby declares that it has taken full notice of the pricing arrangements in the Service description of this Publication Notice.

- ☐ from one of the Least Developed Countries (LDCs) or a University Library;
- ☐ an ITU Member State Administration; or an ITU Sector Member;
- ☐ other.

- ❑ **Single user** licence;
- ❑ **Multi-user** licence for users at the same location;
- ❑ **Multi-user** licence for users at multiple sites or network.

Number of Authorized Users	2-10	11-25	26-50	51-100	Other
Price for same location	600.–	1200.–	1800.–	2700.–	on request
Price for multiple sites or network	1200.–	2400.–	3000.–	on request	

The Customer agrees that the total price due under this Agreement does not include any telecommunication line charges incurred by the Customer in browsing or downloading and recognizes that no additional connection charges are levied by ITU.

☐ Cheque or money order of Swiss francs enclosed

☐ Bank transfer of Swiss francs to the UBS SA in Geneva;
ITU Geneva, Account No. CH 96 0024 0240 C876 5565 0

☐ Please charge Swiss francs to my credit card account

☐ American Express ☐ Eurocard/Mastercard ☐ Visa

Card-holder's signature:

14. Customer's address

	Contact address <i>(please print or type)</i>	Billing address <i>(if different)</i>
Company/Organization
Division/Department
Address/Postal code

City, State/Country
Contact point
Telephone/Telefax number
E-mail

15. Acceptance and signature

The Customer hereby declares that it has read and understood the terms and conditions of this Licence Agreement, which it hereby accepts as binding upon itself and recognizes ITU's right not to execute this Agreement if ITU does not agree with the Customer's information provided in Articles 12 and/or 13 above and informs the Customer accordingly, by stating the reasons for such refusal, within 30 working days from ITU's receipt of the signed Agreement. After the expiration of such period and/or upon provision by ITU of the access key(s) to the Customer, ITU shall be bound by this Licence Agreement.

Customer's reference:

The Customer hereby declares that it has read and understood the terms and conditions stipulated in Articles 1 to 15 of this Licence Agreement and will comply with them.

Mr/Ms:

represents that he/she is authorized to sign this Licence Agreement on behalf of the Customer and that his/her signature is binding upon the Customer.

Date: Authorized signature:

Please mail or fax the completed Licence Agreement Subscription Form, indicating payment information, to:

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Sales and Marketing Division
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CH-1211 Geneva 20
Switzerland

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16. List of Authorized Users *(additional pages may be added)*

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