



INTERNATIONAL TELECOMMUNICATION UNION  
**TELECOMMUNICATION DEVELOPMENT BUREAU**

**WORLD TELECOMMUNICATION DEVELOPMENT  
CONFERENCE (WTDC-98)**

Valletta, Malta, 23 March - 1 April 1998

**Document 57-E  
20 February 1998  
Original: English**

*For information*

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**Agenda item: 1**

**PLENARY MEETING**

**Note by the Secretary-General**

**AGREEMENT BETWEEN THE GOVERNMENT OF MALTA AND  
THE SECRETARY-GENERAL OF THE INTERNATIONAL  
TELECOMMUNICATION UNION**

I have the honour to submit to the World Telecommunication Development Conference (WTDC-98), in annex to this document, the Agreement between the Government of Malta and the Secretary-General of the International Telecommunication Union.

Pekka TARJANNE  
Secretary-General

**Annex: 2**



**AGREEMENT**

*between the*

**GOVERNMENT OF MALTA**

*and the*

**SECRETARY-GENERAL**

*of the*

**INTERNATIONAL TELECOMMUNICATION UNION**

*relating to*

**THE ORGANIZATION, HOLDING  
AND FINANCING OF THE SECOND WORLD  
TELECOMMUNICATION DEVELOPMENT CONFERENCE  
(Valletta, 1998)**

In accordance with Resolution 3, 1.8 of the Plenipotentiary Conference (Kyoto, 1994) of the International Telecommunication Union (hereinafter referred to as "the ITU"), on future conferences of the Union, Resolution No. 5 of the Plenipotentiary Conference (Kyoto, 1994), relating to invitations to hold conferences or meetings away from Geneva, and Resolution No. 83 (amended) of the ITU Council concerning the organization, financing and liquidation of the accounts of conferences and meetings of the Union, the Government of Malta (hereinafter referred to as "the Government"), and the Secretary-General of the ITU (hereinafter referred to as "the Secretary-General"), (collectively referred to as the "Parties"), have concluded the present Agreement relating to the organization, holding and financing of the second World Telecommunication Development Conference (hereinafter referred to as "the Conference" or the "WTDC"), under the terms and conditions set forth below:

## **ARTICLE I**

### ***Seat and Dates of the Conference***

- 1.1 The Conference shall be held at the Mediterranean Conference Centre in Valletta, Malta.
- 1.2 The official opening of the Conference shall take place on Monday, 23 March 1998, and the Conference shall, in principle, complete its work on Wednesday, 1 April 1998.

## **ARTICLE II**

### ***Invitations and Admission to the Conference***

- 2.1 In accordance with the provisions of Article 25 of the Convention of the ITU (Geneva, 1992) and those of Resolution No. 741 of the ITU Council, invitations to take part in the Conference will be sent by the Secretary-General after consultations with the Director of the Telecommunication Development Bureau.
- 2.2 In accordance with Decision No. 304 of the Council, reconfirmed in its Resolution No. 1004, the Government shall apply without reservation the provisions of the Constitution and Convention of the ITU (Geneva, 1992). The Government, in its capacity as host Government, shall authorize Conference participants and all participating ITU officials to enter Malta and remain there throughout the duration of their duties or mission in connection with the Conference; such authorization shall also apply to their accompanying spouses and minor children.

## **ARTICLE III**

### ***Privileges and Immunities***

- 3.1 In accordance with the provisions of section 24 (No. 467) of Article 32 of the Convention of the ITU (Geneva, 1992) and the relevant provisions of the international Telecommunication Regulations (Melbourne, 1988), the Government shall grant telegram, telephone (including fax) and telex franking privileges and facilities to all the persons referred to in those provisions, who shall, before the opening of the Conference, be notified of the specific conditions governing these privileges.

- 3.2 Within the framework of the present Agreement and its implementation, the Government shall apply without reservation the relevant provisions of the Convention on the Privileges and Immunities of the Specialized Agencies, approved by the General Assembly of the United Nations on 21 November 1947 (hereinafter referred to as the "1947 Convention"), to which Malta has been a Party since 27 June 1968 (see also ITU Council Resolution No. 1004, confirming its earlier Resolution No. 193).
- 3.3 The facilities, privileges and immunities specified in the 1947 Convention shall be granted to Conference participants and ITU officials, including their accompanying spouses and minor children for their stay in Malta, for the duration of the Conference and for a period of ten (10) days prior to the Conference and five (5) days after the Conference, as well as to the ITU staff locally recruited by the ITU for serving the Conference.
- 3.4 Within the framework of the present Agreement and its implementation, the term "Conference participant" is understood to mean any delegate, representative or observer invited by the Secretary-General to attend the Conference (see Article II above), including those referred to in Resolution No. 741 of the ITU Council.
- 3.5 The ITU and the Maltese authorities shall cooperate at all times to facilitate the proper administration of justice, secure the observance of Malta's Laws and Regulations and prevent any abuse in connection with the privileges, immunities and facilities provided for in this Agreement.

## **ARTICLE IV**

### ***Financial Arrangements***

- 4.1 In accordance with Resolution No. 5 of the ITU Plenipotentiary Conference (Kyoto, 1994), the Government shall bear any additional expenditures incurred as a result of the Conference being held in Malta, as set forth in *Annex 2*, in particular such expenditures concerning the travel of ITU officials and the transport of any equipment required for the proper functioning of the Conference Secretariat, and any expenditures related to the staff, services and facilities listed in *Annex 1* to the present Agreement.
- 4.2 The Government shall deposit, not later than 15 February 1998, into a special account to be opened by the ITU at a bank in Malta, a sum equivalent to sixty per cent (60%) of the estimated additional costs to be incurred by the ITU as a result of the Conference being held in Valletta, as specified in *Annex 2* under the heading "Additional Expenditures".
- 4.3 At the request of the ITU and in accordance with its requirements, the Government shall deposit into the account, as described in 4.2 above, during the Conference such sums, in addition to those deposited under 4.2, as may be needed to provide the ITU with cash resources in Maltese Liri, up to a maximum amount equivalent to thirty per cent (30%) of the estimated additional expenditures in *Annex 2*.
- 4.4 The Government shall also bear any expenditures relating to receptions and other events organized by the Maltese authorities on the occasion of, and related to, the Conference.
- 4.5 All other expenditures directly related to the Conference, including salaries for all officials of the ITU and damage caused to Conference premises, persons or property, by participating ITU officials (excluding normal wear and tear), shall be borne by the ITU. Estimated ITU additional expenditures shall be specified in *Annex 2*. Such expenditures shall be recorded in special accounts, to be maintained by the General Secretariat of the ITU, which shall be responsible for managing the necessary funds, in accordance with the instructions issued to it by the Budget Control Committee of the Conference.

- 4.6 As soon as possible and at the latest six (6) months after the close of the Conference, the ITU shall prepare a statement of account indicating the sums paid by the Government to the ITU and the amounts paid by the ITU for facilities and services chargeable to the Government; the balance of this account shall be settled within three (3) months of receipt of the said statement by the Government or the ITU as the case may be. The Government shall have the right to seek and obtain justification for any amounts contained in the statement.
- 4.7 Except as provided in 4.5, the ITU will not be held responsible for any damage or risk to the premises, persons or property of the Conference.
- 4.8 The payments provided for in 4.2, 4.3 and 4.6 shall be made in Maltese Liri.
- 4.9 Subject to 4.1, the ITU shall submit to the Government for its approval the list of estimated additional expenditures in *Annex 2* not later than six (6) months prior to the commencement of the Conference. Subsequently, the ITU shall inform the Government of any significant modifications to the additional expenditures listed in *Annex 2*; any such modifications shall be subject to the approval of the Government.

## **ARTICLE V**

### ***Staff, Facilities and Services to be Provided by the Government***

- 5.1 The Government shall provide the ITU with the staff, facilities and services listed in *Annex 1* to the present Agreement.
- 5.2 Any Conference participant or ITU official shall have access to the Mediterranean Conference Centre at any time (day or night); such access may also be extended to other persons, subject to prior agreement between the competent Maltese authorities and the ITU. If necessary, the Parties to the present Agreement shall decide on the specific conditions applicable to such access.
- 5.3 Material and equipment belonging to the ITU and required for the proper functioning of the Conference shall be imported into Malta without taxes, customs duties, prohibitions or restrictions. The Government shall issue to the ITU, without delay, any necessary import or export permits for this purpose.

## **ARTICLE VI**

### ***Travel and Transport Arrangements***

The Secretary-General shall make all necessary arrangements for the travel of ITU officials detached to the Conference and for the transport to the site of the Conference of all material required for the efficient functioning of the Conference Secretariat, in accordance with the relevant provisions of the ITU Staff Regulations and Rules and the relevant decisions of the Council in that connection.

## ARTICLE VII

### *Arrangements Concerning Relations with the Media and the Press*

- 7.1 All official relations with the media and the press with regard to the preparation, progress and follow-up of the Conference shall be the responsibility of the Secretary-General or his designated representative, in cooperation with the competent authorities designated by the Government.
- 7.2 The Secretary-General or his designated representative shall exercise this responsibility in conformity with the practice generally followed during the conferences of the ITU.

## ARTICLE VIII

### *Cancellation, Postponement and Change of Venue of the Conference*

- 8.1 In the event of cancellation, postponement or change of venue of the Conference as the result of a decision adopted by the ITU, the liability of the ITU towards the Government shall be limited to the obligations contracted or payments already incurred in connection with the organization and preparation of the Conference, in so far as such expenditure was essential and cannot be cancelled or reduced.
- 8.2 If, prior to or during the Conference, the Government is no longer in a position to host the Conference or to ensure that it is held on the dates fixed, or requests that the Conference be moved to a different location, it shall bear all the resulting expenditures for such action, in particular all expenses already committed or paid by the ITU in connection with the Conference, in so far as such expenditures no longer serve any useful purpose and provided that they were essential and cannot be cancelled or reduced.
- 8.3 In the event of a case of force majeure causing or likely to cause cancellation, postponement, interruption or change of venue of the Conference, the Parties undertake to enter into negotiations within five (5) days of receipt of written notice by either of the Parties of such an event, in order to reach agreement on the practical, financial and legal consequences of the said case of force majeure. Such agreement shall be concluded within seven (7) days from the beginning of negotiations and in accordance with the provisions of Article XIII below. Should the Parties fail to reach an agreement, the dispute shall be settled in accordance with the provisions of Article X below.

## ARTICLE IX

### *Implementation of the Present Agreement*

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

## ARTICLE X

### *Settlement of Disputes*

- 10.1 Any dispute arising between the Parties concerning the interpretation or implementation of the present Agreement which cannot be settled amicably by negotiation between the Parties or any other mutually-agreed means, shall be referred to a Board of three (3) arbitrators (hereinafter referred to as "the Board"). One of the arbitrators shall be nominated by the

Secretary-General and another by the Government. The two arbitrators thus nominated shall nominate a third arbitrator as Chairman of the Board. Should either of the Parties fail to nominate its arbitrator within two (2) months of notification by the other Party of the name of its arbitrator, or should the two arbitrators so nominated fail to nominate a Chairman within two (2) months of the nomination of the second arbitrator, the missing arbitrator (or, as appropriate, the Chairman) shall be nominated by the President of the international Court of Justice.

- 10.2 The language of arbitration shall be English and the place of arbitration shall be Geneva.
- 10.3 Unless otherwise stipulated by the Parties in writing, the Board shall be fully responsible for deciding the procedures to be followed and for allocating between the Parties the costs related to the arbitration.
- 10.4 The Parties to the present Agreement agree that the Board's decision shall be final and binding upon them, and that no appeal of the decision may be brought before any national court or tribunal.

## **ARTICLE XI**

### ***Liability***

- 11.1 The Government shall be responsible for dealing with any action, claim or other demand against the ITU or its officials and arising out of:
  - a) injury to persons or damage to or loss of property in the premises referred to in Article I that are provided by or are under the control of the Government; other than damage for which the ITU is responsible under the provisions of 4.5;
  - b) injury to persons, or damage to or loss of property caused by, or incurred in using, the transport services referred to in *Annex I*;
  - c) the employment for the Conference of personnel provided by the Government under the present Agreement.
- 11.2 The Government shall indemnify and hold harmless the ITU and its officials in respect of any such action, claim or other demand.

## **ARTICLE XII**

### ***Use of Tide and Logo***

- 12.1 The Parties agree that the title and logo for the Conference shall be used exclusively by the ITU and that they shall not be used by the Government or by any other person or entity without the prior written consent of the ITU.
- 12.2 The ITU shall retain all intellectual property rights to the title and logo of the Conference.
- 12.3 The Government shall be authorized to use the title and logo of the Conference for the following purposes:
  - a) the WTDC Newsletter and Internet Home Page;
  - b) stationery of Telemalta's WTDC Office;
  - c) publications whose text is approved by the ITU prior to publication;

- d) advertisements in local or international media, the contents of which to be subject to prior approval by the ITU, aimed to inform potential delegates of logistical arrangements for the WTDC and other relevant information;
- e) WTDC-related press conferences, or other events, which may be necessary during the preparation of the WTDC.

### **ARTICLE XIII**

#### ***Modification and Termination of the Present Agreement***

The present Agreement, of which *Annexes 1* and *2* form an integral part, may not be modified or terminated except by written agreement between the Government and the Secretary-General. Any modification shall be considered an integral part of the present Agreement.

### **ARTICLE XIV**

The Government shall inform the ITU of any acts taken to ratify this Agreement.

### **ARTICLE XV**

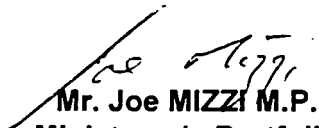
#### ***Entry into Force and Duration of the Present Agreement***

The present Agreement shall enter into force on the date of its signature by both Parties. Its provisions shall remain applicable until the final settlement between the Parties, in accordance with the terms and conditions of the present Agreement, of all organizational, financial and related matters in connection with the Conference.

IN WITNESS THEREOF, the undersigned, duly authorized to that effect, have signed the present Agreement in two (2) original copies in English.

Geneva, 5 June 1997

**For the Government of Malta**

  
**Mr. Joe MIZZI M.P.**  
**Minister w/o Portfolio**  
**Office of the Prime Minister**

**For the International  
Telecommunication Union**

  
**Dr. Pekka TARJANNE**  
**Secretary-General**



## ANNEX 1

### **Staff, Facilities and Services to be Provided for the Conference by the Government of Malta**

In accordance with Article V of this Agreement, the Government shall make available to the ITU, free of charge, the following staff, facilities and services as necessary and in a manner that the ITU considers adequate to ensure the proper functioning of the Conference:

1. The Government shall provide, in a timely manner, and maintain in a good repair, the furniture, furnishings and equipment, including but not limited to sound equipment, typewriters (with keyboards in the language required), document production facilities and electrical connections for electronic terminals, for the Conference premises at the Mediterranean Conference Centre.
2. The premises to be provided, pursuant to Article 1.1, are as follows:
  - a) A main conference room (for Plenary meetings) capable of accommodating at least 500 persons, equipped with a transparency projector, a slide projector, a screen, and booths and equipment for simultaneous interpretation in six (6) languages, with a minimum of one microphone per delegation; this room shall also have a rostrum with twelve (12) seats.
  - b) A second conference room capable of accommodating approximately 250 persons, equipped with a transparency projector, a slide projector, a screen, and booths and equipment for simultaneous interpretation in six (6) languages, with a minimum of one microphone per delegation; this room shall also have a rostrum with eight (8) seats.
  - c) Two other conference rooms, one capable of accommodating approximately 60 persons and the other 50 persons, each equipped with facilities for simultaneous interpretation in three (3) languages and microphones as indicated in paragraphs a) and b).

All conference rooms shall be equipped with tables (desk-type) for Conference participants; water pitchers and glasses shall be available on the rostrums and at the entrances to the rooms.
  - d) Offices for the Chairman of the Conference and for the elected officials of the ITU.
  - e) Offices for the ITU staff and the local Secretariat. The offices for the ITU staff and the space allotted for document distribution shall be available one (1) week before the opening date of the Conference; the meeting rooms shall be available four (4) days before the opening date.
  - f) Premises for a cafeteria service during the morning and afternoon breaks.
  - g) An Area for the reception and registration of participants, with a section for telecommunications.
  - h) Cloakrooms.
3. The Government shall provide the Conference with local staff, at no cost to the ITU, in accordance with the arrangements specified in the manning table to be prepared by the Parties.

4. The Government shall also provide the following:
- a) Installation of a data network linked to ITU headquarters in Geneva.
  - b) Air-conditioning (or heating), lighting, water and cleaning of the Conference premises described above for the period 16 March through 4 April, 1998.
  - c) Security measures to ensure the efficient functioning of the Conference in an atmosphere of security and tranquillity free from interference of any kind.
  - d) First-aid facilities within the Conference area; for emergency services, the Government shall ensure immediate transportation and admission to a hospital.
  - e) Entry visas and permits for all Conference participants, ITU officials and staff, and their guests, as promptly as possible.
  - f) A service for the reservation of hotel rooms for Conference participants and for ITU officials, at reasonable commercial rates. It is understood that such reservations shall not entail any liability on the part of the Government or the ITU.
  - g) Telecommunication services (telephone, telex, group 3 facsimile) in accordance with the provisions of Article III of this Agreement.
  - h) Reception and information services for Conference participants in English.
  - i) Reception of Conference participants at the airport.
  - j) Flight reservation and confirmation services.
  - k) Transport for Conference participants.

ANNEX 2

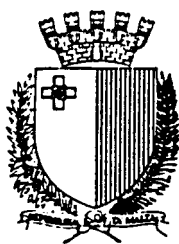
**ADDITIONAL EXPENDITURE OCCASIONED BY THE HOLDING OF  
THE WORLD TELECOMMUNICATION DEVELOPMENT CONFERENCE  
IN LA VALETTE, MALTA- 1998**

	<b>Draft budget for 1998* GENEVA</b>	<b>Additional expenditure** LA VALETTE</b>
	<b>Swiss francs</b>	
<u>Staff costs</u>		
- Interpretation	378'000	-44'000
- Other conference staff***	191'000	-23'000
<u>Total Staff costs</u>	<u>569'000</u>	<u>-67'000</u>
<u>Other staff costs</u>		
- Recruitment	72'000	-71'000
- Insurance	1'000	
<u>Total other staff costs</u>	<u>73'000</u>	<u>-71'000</u>
<u>Travel on duty</u>		
- Per diem		316'000
- Travel expenses		339'000
- Transport and dispatch costs		40'000
- Travel for the preparation of the Conference		22'000
- Fellowships	323'000	-45'000
<u>Total Travel on duty</u>	<u>323'000</u>	<u>672'000</u>
Contractual services		
Rental & maintenance of premises and equipment	30'000	-30'000
Materials and supplies	50'000	
Acquisition of premises, furniture and equipment		
Postage	100'000	
Miscellaneous	30'000	
<b><i>Sub-Total Primary costs</i></b>	<b>1'175'000</b>	<b>504'000</b>
Translation	580'000	
Typing	237'000	
Reprography	151'000	
<b>Total budgeted invoiced costs</b>	<b>968'000</b>	
<b>TOTAL</b>	<b>2'143'000</b>	<b>504'000</b>

\* *Subject to the approval by the 1997 Council*

\*\* *Basis: exchange rate at 1st April 1997: 1 US\$ = 1.45 Swiss franc - Basic per diem: 111 US\$*

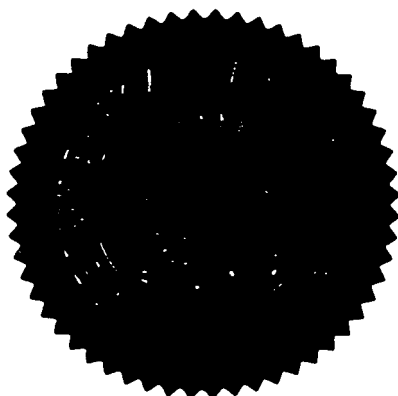
\*\*\* *Provision for local staff made available to the Conference*



## *Ministry of Foreign Affairs Malta*

I, George W. Vella, Deputy Prime Minister and Minister of Foreign Affairs and the Environment, of the Government of Malta do hereby certify that Hon. Minister Joe Mimi M.P., is vested with Full Power and Authority to sign on behalf of the Government of Malta, the Agreement between the Government of Malta and the Secretary-General of the International Telecommunication Union (ITU), relating to the organization, holding and financing of the Second World Telecommunication Development Conference (WTDC) to be held in Malta from the 23 March to 1 April, 1998.

**IN WITNESS WHEREOF**, I have signed and sealed these Full Powers at Valletta, Malta, this the 28<sup>th</sup> day of May One Thousand Nine Hundred and Ninety-Seven.



A handwritten signature in black ink, appearing to read 'G. W. Vella'.

George W. Vella  
Deputy Prime Minister and  
Minister of Foreign Affairs  
and the Environment

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