



**International
Telecommunication
Union**

Memorandum of Understanding
between the
International Telecommunication Union
and the
“Webforce International Federation”
for
Cooperation in Emergency Telecommunications

WHEREAS the International Telecommunication Union (hereinafter referred to as the “ITU”) having its headquarters located at Place des Nations, CH-1211, Geneva 20, Switzerland, is an intergovernmental organization and a specialized agency of the United Nations created with the objective of facilitating peaceful relations, international cooperation among peoples and economic and social development by means of efficient telecommunication services with the purpose among others, of fostering international cooperation in the delivery of technical assistance to developing countries to promote the development of their telecommunication networks and services, while taking into account the priority of telecommunications in securing human life;

WHEREAS the Webforce International Federation (hereinafter referred to as "Webforce International") having its seat located at 2, Eccles Avenue, 11100 Narbonne, France, is a non governmental organization operating under Swiss law [Note from JUR: How is it possible for an NGO based in France to be operating under Swiss law? Please check.] with consultative status at the United Nations and is an ITU-D Sector Member whose objective it is to reduce the costs of access to information and communication technologies (ICTs) and of using these technologies for disaster mitigation;

CONSIDERING that Webforce International has a fundamental interest in assuring unhindered access to ICT for sustainable development and disaster management to facilitate humanitarian work and has done considerable work related to communication emergency vehicles;

CONSIDERING FURTHER that Webforce International’s work includes a focus on disaster preparedness and mitigation with attendant severe effects upon and utilization of telecommunications systems, and that its work enables aid work to be coordinated, and facilitates the deployment of telecommunications resources in the aftermath of disasters;

RECALLING, that Webforce International has an important role in raising public awareness for better disaster preparedness through training and organization of civil society events and that it has been playing an active role in the work of the World Summit on the Information Society;

RECOGNIZING the significant role of emergency telecommunication in disaster mitigation and the mandate of ITU to assist countries to study, plan and establish emergency telecommunication systems including the use of global information systems and any other related technologies;

RECOGNIZING FURTHER that both Webforce International and ITU have a common interest in the availability and affordability of information and communications technology (ICT) in developing countries, including a particular interest of Webforce International in the availability of affordable ICT applications and services to the world’s poorest , and given the significant role of emergency telecommunication in disasters and the mandate of ITU to assist countries to plan and establish emergency telecommunication systems;

NOW THEREFORE, in recognition of their common interests and the critical role that ITU and Webforce International (hereinafter referred to collectively as the “Parties”) play respectively in ICTs, the Parties have agreed to enter into this Memorandum of Understanding (hereinafter referred to as the “MoU”) under the terms and conditions set out below.

Article 1 Objective and Legal Scope

- 1.1 The objective of this MoU is to establish collaborative linkages between the Parties, in the area of telecommunications and ICT, especially with respect to emergency telecommunciations, in accordance with the Parties’ prevailing rules and regulations and on the basis of mutual benefit.
- 1.2 This MoU is a preliminary, non-binding and non-exclusive statement of mutual intentions of the Parties. Any binding commitment or legal obligation with respect to the implementation of this MoU will require the execution of a separate and formal agreement between the Parties.

Article 2 Areas of Cooperation

The areas of cooperation may include, but are not limited to, the following:

- 2.1 Promotion by the Parties of each other’s activities related to telecommunications/ICT and emergency telecommunications;
- 2.2 Organization of joint events on deployment of telecommunications/ICT for sustainable development and telecommunications/ICT for disaster management;

2.3 Carrying out joint studies on matters related to emergency telecommunications through co-financing by the Parties.

Article 3 Roles of the Parties

- 3.1 In accordance with its mandate and its own Rules, Regulations and procedures, ITU's role is:
- 3.1.1 to implement joint projects/activities with Webforce International, based on project documents entered into by the Parties from time to time;
 - 3.1.2 to share information with Webforce International on emergency telecommunications/ICT in response to needs of both state and non-state actors involved in humanitarian work before, during and in the aftermath of disasters;
 - 3.1.3 to act as implementing agency on joint projects related to emergency telecommunications;
 - 3.1.4 to participate in Webforce International organized activities to highlight the role of telecommunications/ICT in disaster management;
 - 3.1.5 to jointly mobilize resources with Webforce International for disaster related projects of mutual interest that will benefit countries.
- 3.2 In accordance with its own Rules and procedures, Webforce International's primary role is to build upon and add value to existing ITU activities by coordinating efforts to address critical gaps, share information, reach a common understanding of user requirements, and improve delivery of information to users. Under this MoU, Webforce International will, in particular:
- 3.2.1 support ITU-D in enhancing the use of ICT for disaster management in developing countries, with particular attention given to the provision of affordable ICT services to include participation in the ITU event on emergency telecommunications planned for 10-12 December, 2007 and implementation of its outcomes such as the ITU Framework for Cooperation in Emergencies;
 - 3.2.2 jointly mobilize resources with ITU for disaster related projects of mutual interest that will benefit countries, and implement joint projects/activities with ITU based on project documents entered into by the Parties from time to time.

Article 4 Additional Partners

If at any time during the implementation of this MoU, it is agreed by the Parties that the association of (a) third party(ies) proposed by either of the Parties to this MoU will strengthen the process of achieving the objective of this MoU, then that/those third party(ies) may be formally associated with this MoU as mutually agreed.

Article 5 Assignment or Transfer to Third Parties

The role and responsibilities of the Parties under this MoU are not assignable or transferable except as provided herein. Any attempt to assign or transfer, including by operation of law, is void unless there is the prior written approval of the Parties.

Article 6
Financial Obligations

Financial obligations in carrying out the roles delineated in this MoU will be determined by the Parties through mutual consultation and formal agreement on a case by case basis, in accordance with the Rules, Regulations and procedures of each Party. This MoU does not impose any financial obligations on either Party in the absence of a separate formal agreement.

Article 7
Settlement of Disputes

The Parties confirm that they will exercise good faith efforts to resolve any dispute between them arising from or in connection with this MoU through mutual negotiation and agreement.

Article 8
Entry into Force, Duration and Termination

This MoU enters into force on the date of its signature by both Parties and remains in effect unless terminated by either Party with advance written notice to the other. It will terminate sixty (60) days after receipt of such notice. Notwithstanding its termination, the provisions of this MoU will survive to the extent necessary to permit an orderly settlement of accounts between the Parties and to bring ongoing activities to a proper close.

Article 9
Confidentiality

Each Party agrees to treat with the utmost confidentiality all documents, information and/or data obtained in the course of the execution of this MoU and deemed confidential by the other Party.

Article 10
Amendments

This MoU can be amended at any time by written agreement signed by the Parties.

Article 11
Privileges, Immunities and Facilities of ITU

Nothing in this MoU may be interpreted or construed as a waiver, express or implied, or a modification, of the privileges, immunities and facilities which ITU enjoys by virtue of the international agreements and national laws applicable to it.

Article 12
Channel of Communication and Notice

12.1 For the purpose of facilitating the implementation of the working arrangements to be established by the Parties in the framework of this MoU, the channel of communication for the Parties will be:

12.1.1 For ITU

Mr. Cosmas L. Zavazava
Head, Least Developed Countries, Small Island Developing States, and Emergency
Telecommunications
Telecommunication Development Bureau

International Telecommunication Union
Place de Nations, 1211 Geneva 20, Switzerland

Telephone: +41 22 730 5447
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12.1.2 For Webforce International
Professor R. Mellet-Brossard
WebForce International Federation
President, CEO
2, Eccles Avenue, 11100 Narbonne, France
Telephone: +33 468 324 797
Email: r.mellet@ties.itu.int

12.2 Either Party may, by notice in writing to the other Party, designate additional representatives or substitute other representatives for those designated in this Article.

IN WITNESS WHEREOF, the Parties hereto, each acting through its duly authorized representative, have signed this MoU in two (2) originals in the English language.

<p>For the WebForce International Federation</p> <p>.....</p> <p>Professor Mellet-Brossard President/CEO</p> <p>Place: Geneva Date:</p>	<p>For the International Telecommunication Union</p> <p>.....</p> <p>Mr. Sami Al Basheer Al Morshid Director Telecommunication Development Bureau</p> <p>Place: Geneva Date:</p>
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