

Memorandum of Understanding

between the

**Association of Southeast Asian Nations
("ASEAN")**

and the

**International Telecommunication Union
("ITU")**

on

***Joint Cooperation on Information and Communication
Technology Development***

Memorandum of Understanding Between

The **Association of Southeast Asian Nations** (hereinafter referred to as "**ASEAN**"), having its permanent Secretariat at 70A Jl. Sisingamangaraja, Jakarta 12110, Indonesia,

and

the **International Telecommunication Union** (hereinafter referred to as "**ITU**"), having its seat located at Place des Nations, CH-1211 Geneva 20, Switzerland,

(hereinafter ASEAN and ITU will be referred to individually as "**the Party**" and collectively will be referred to as "**the Parties**");

NOTING the World Summit on the Information Society (WSIS) connectivity targets which serve as a catalyst to help realise the ASEAN Leaders' commitments and decisions to promote ASEAN connectivity and to facilitate ASEAN peoples' participation in and enjoyment of benefits from the process of ASEAN integration and community building as well as the broader 2015 United Nations Millennium Development Goals;

NOTING the ITU Asia Pacific Regional Initiatives adopted during the World Telecommunication Development Conference (Hyderabad, 2010);

REFERRING to the adoption of the ASEAN Information and Communication Technology (ICT) Masterplan 2015 which provides a strategic approach and clear plan of action to transform ASEAN economically and culturally under a vision of "Towards an Empowering and Transformational ICT: Creating an Inclusive, Vibrant and Integrated ASEAN";

RECOGNISING the vast potential for collaboration in advancing the shared goals of facilitating and enhancing telecommunication/ICT development in and capacity-building of the Parties by leveraging on their respective strengths and capacities;

HAVE AGREED to enter into this Memorandum of Understanding (hereinafter will be referred to as the "MoU") under the terms and conditions set out below:

ARTICLE 1

Objective

The objective of this MoU is to strengthen the cooperation between the Parties in the area of ICT development.

ARTICLE 2

Areas of Cooperation

2.1 The Parties will encourage, facilitate, promote and undertake joint activities that will contribute to the attainment of ASEAN Telecommunications and Information Technology Ministers (TELMIN) vision: "Towards an Empowering and Transformational ICT: Creating an Inclusive, Vibrant and Integrated ASEAN" as well as ITU's goal to connect all the world's inhabitants to ICTs.

2.2 Considering the above, the Parties will focus on the following areas of cooperation when identifying, planning and implementing joint projects under this MoU:

- 1) Promoting Network Integrity and Information Security;
- 2) Broadband Access and Uptake in Urban and Rural Areas;
- 3) Capacity Building;
- 4) Digital Inclusion;

- 5) Telecommunication/ICT Policy Assistance;
- 6) Universal Service Mechanisms;
- 7) ICT for Disaster Management;
- 8) Develop a creative, innovative and green ICT sector; and
- 9) Initiatives to support the ASEAN ICT Masterplan 2015.

ARTICLE 3

Implementation

3.1 The implementation of joint project activities by the Parties will be in accordance with their respective internal rules, processes and procedures.

3.2 The Parties will undertake collaboration on areas of cooperation provided in Article 2.2 through the following activities:

- 1) Joint organisation of workshops and/or other capacity building activities;
- 2) Joint study in areas of mutual interest;
- 3) Joint implementation of projects; or
- 4) Dispatching of expert.

3.3 The specific joint projects, activities and actions that the Parties intend to implement, including their operational aspects, expected outcomes, work schedules, applicable budgets and financial arrangements, including cost sharing arrangements, will be provided in separate project document(s) to be agreed upon by the Parties.

ARTICLE 4

Funding

4.1 Any activity or project under this MoU is subject to the availability of funds of the Parties. Any cost and/or financial

obligations in carrying out activities under this MoU will be determined by the Parties through mutual consultation and formal agreement on a case-by-case basis, in accordance with the Parties' respective internal procedures, including financial and administrative policies. This MoU will not in any manner represent any commitment with regard to funding on the part of either Party.

4.2 Either Party may, subject to the other Party's agreement, invite other third parties to collaborate in the implementation of joint activities under this MoU to promote maximum benefits and results.

ARTICLE 5

Confidentiality

The Parties will not communicate, disseminate, disclose, release to any third party any confidential document, information and/or unpublished information made known to either Party by any reason of implementation of this MoU. If a Party wishes to disclose to any third party confidential data and/or information resulting from cooperation activities under this MoU, that Party must obtain prior written consent from the other Party before any disclosure can be made. The provision of this Article will survive even after this MoU is terminated.

ARTICLE 6

Amendments

6.1 This MoU may be amended, modified or supplemented from time to time by the written consent of the Parties. No amendment or modification in this MoU will be valid and enforceable unless such amendment and modification is made in writing and signed by the Parties or the authorised representative of the Parties.

6.2 The Party submitting any request for amendment will submit that request to the other Party at least three (3) months before the amendment or modification is intended to enter into force.

6.3 All attachments appended to this MoU, including any addendums/annexes/amendments, will constitute an integral and inseparable part of this MoU.

ARTICLE 7

Settlement of Disputes

Any difference or dispute between the Parties concerning the interpretation and/or implementation and/or application of any of the provisions of this MoU will be settled amicably through mutual consultation and/or negotiations between the Parties, without reference to any third party of international tribunal.

ARTICLE 8

Representation and address of the Parties

8.1 Any notice to ASEAN will be addressed to:

Association of Southeast Asian Nations
ASEAN Secretariat
Attention: Head of Infrastructure Division,
Directorate of Finance, Industries and Infrastructure,
ASEAN Economic Community Department
70A Jl. Sisingamangaraja
Jakarta 12110
Indonesia
Tel : +62- 21- 726 2991, 7243372
Fax : +62- 21- 7398234, 7243504

8.2 Any notice to ITU will be addressed to:

International Telecommunication Union (ITU)
Telecommunication Development Bureau (BDT)
Attn: Regional Director,
ITU Regional Office for Asia and the Pacific
89/2 Chaengwattana Road, Laksi
Bangkok 10210
Thailand
Tel: +66 2 574 8565
Fax: +66 2 5749328

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

ARTICLE 9

Privileges, Immunities and Facilities of the Parties

Nothing in this MoU may be interpreted or construed as a waiver, expressed or implied, or a modification, of the privileges, immunities and facilities which the Parties enjoy by virtue of applicable respective international agreements and national laws.

ARTICLE 10

Entry into Force, Duration, Termination and Withdrawal

10.1 This MoU will enter into force on the date of its signature by both Parties and remain in effect for a period of three (3) years.

10.2 Either Party may at anytime terminate this MOU by giving notice at least six (6) months in advance in writing to that effect to the other Party.

10.3 The termination of this MoU shall not affect any agreement or undertaking concluded or entered into force during the duration of this MoU which shall be fulfilled in accordance with the provisions of such agreement or undertaking.

IN WITNESS WHEREOF, the Parties hereto, each acting through its duly authorised representative, have signed this MoU.

DONE AT Jakarta, Indonesia, this 5th day of November in the year two thousand and twelve and at Geneva, Switzerland, this 12th day of November in the year two thousand and twelve in two (2) original copies in the English language.