

Collaboration Agreement

between



The United Nations Educational, Scientific and Cultural Organization

7, place de Fontenoy
75352 Paris 07 SP
France

represented by

Mr. Abdul Waheed Khan
The Assistant Director-General
for Communication and Information

hereinafter referred to as "UNESCO"

and

Sun Microsystems

Sun Microsystems, Inc.
10 Network Circle
Mail Stop: UMPK10-146
Menlo Park, CA 94025
USA

represented by

Mr. Crawford Beveridge
Executive Vice President and Chairman
of Europe, APAC and Emerging Markets

hereinafter referred to as "Sun"

UNESCO and Sun together hereinafter referred to as "the Parties";

Whereas UNESCO is seeking to mobilise civil society and especially the private sector, in order to achieve its strategic goals and programme objectives including those concerning Education For All, Free and Open Source Software (FOSS), Open Educational Resources and FOSS Education Solutions for extending and disseminating knowledge in different educational settings.

Whereas Sun supports the objectives of UNESCO as stipulated in its Constitution and intends to contribute to UNESCO's programme priorities; in particular those related to the dissemination of information and knowledge

Whereas The mission of Sun is to enable people and businesses worldwide to realize their full potential through the use of innovative information technology. As an international corporate citizen of conscience, the company is committed to Free and Open Source Software as the ideal development and business model for today's connected, participation age economy.

Whereas UNESCO participates in the establishment of an international strategic collaboration to bridge the digital divide and to establish open and inclusive knowledge societies. The organization aims at using Information and Communication Technologies (ICTs) (and information) to accelerate/foster social and economic development through collaboration with a range of stakeholders, on behalf of its Member States.

Whereas Sun is convinced that Free and Open Source Software (FOSS):

- leverages and perpetuates basic rights for the use, study, modification and distribution of software including the source code necessary to create it;
- encourages and facilitates innovation via global communities through the sharing of ideas, source code, experiences and other educational and practical resources; and
- puts software users in control of their ICT by reducing barriers to access, shortening project lifecycles, removing the compulsion to spend except to secure value and by minimizing barriers to exit, thus reducing costs and increasing flexibility.

Whereas Sun has numerous Free and Open Source offerings including:

- OpenSolaris Operating System - Open Source infrastructure platform
- OpenOffice.org - the full-featured Open Source office productivity suite alternative
- NetBeans - an Open Source developer tools platform and IDE (Integrated Development Environment)
- OpenSPARC – an Open Source project based on Sun's UltraSPARC processors
- Java - Sun's implementation of Java specifications are based on Free and Open Source Code

Whereas UNESCO promotes international cooperation and dissemination of knowledge in the field of education, sciences, culture and communication.

Whereas UNESCO recognizes that community approaches to software development in general, the promotion of open standards, and Free and Open Source Software in particular, have a significant role to play in social economic development.

Whereas UNESCO recognizes the benefits offered by the Open Document Format for Office Applications (ODF), standardized by the Organization for the Advancement of Structured Information Standards (OASIS) and ISO/IEC (International Organisation for Standardisation and International Electrotechnical Commission), most particularly the value to help preserve and archive digital documents, to facilitate information exchange as well as long term information storage and to protect our cultural heritage.

Whereas UNESCO developed and published in November 2001 the UNESCO Free and Open Source Software Portal, which is maintained by the Information Society Division and provides a one-stop access point to reference documents on the FOSS movements, as well as to websites hosting the most popular and useful FOSS packages in UNESCO's fields of competence.

Whereas The UNESCO portal also mirrors the Free Software Directory, a joint project of UNESCO and Free Software Foundation (FSF) that catalogues useful free software that runs under free operating systems - particularly the GNU operating system and its GNU/Linux variants.

Whereas Sun offers expertise, know-how and technology for UNESCO activities related to Free and Open Source innovation, Open Educational Resources and FOSS Education Solutions.

Whereas The joint initiative will contribute to UNESCO's strategic programme objective 19 "*Enhancing universal access to information and knowledge*", ref para 108 of 34 C/4:

108. *In this context, strong support will be given to the development of open courseware as well as free and open source software for extending and disseminating knowledge in different educational settings.*

Whereas Sun possesses the resources and expertise to significantly contribute to UNESCO strategic programme objective 19 "*Enhancing universal access to information and knowledge*".

Whereas The Parties have held consultations with regard to the management and other support services to be provided by UNESCO within the framework of a programme to be supported by Sun (hereinafter referred to as "the Programme").

Now therefore, the Parties hereby agree as follows:

Article 1 – Purpose

By the present Agreement the Parties determine the conditions and modalities according to which UNESCO and Sun agree, through joint and concerted cooperation, to carry out common initiatives to achieve their shared objectives. In this context Sun will offer expertise, know-how and technology for UNESCO activities relating to Free and Open Source innovation, Open Educational Resources, FOSS Education Solutions and digital dissemination, preservation and archiving.

The Parties hereby agree on the activities which they will respectively and jointly undertake in order to explore and develop the feasibility, viability and impact of the projects, as well as on the principal conditions and modalities whereby these activities will be carried out.

Article 2 – Scope of Agreement

2.1 The present Agreement:

- provides a strategic framework for the Parties to cooperate to contribute to enhancing universal access to information and knowledge;
- defines the institutional aspects of the collaboration, the general nature of the projects and initiatives being contemplated by the Parties (referred to collectively as “Projects”); and
- provides a structure for future cooperation; and, general conditions that will govern the cooperation.

2.2 The Parties will ensure that their collaboration occurs at the appropriate level within their organizations and will consult national governments and authorities where appropriate. The Parties will negotiate to finalize the terms of any subsequent agreement(s) that are required to give effect to a specific project or the undertakings set out in this Agreement.

Article 3 – Area(s) of joint cooperation

The Parties have identified the following area(s) where their cooperation and collaboration can provide significant benefits to society and communities everywhere, and especially in developing countries:

- UNESCO Open Source CDS/ISIS Library automation project;
- other UNESCO Free and Open Source projects and activities, such as the promotion of the Open Document Format (ODF);
- Digital Archive and Preservation in collaboration with the SunPASIG (Sun Preservation and Archiving Special Interest Group);
- Open Training Platform (OTP) and Open Educational Resources (OER);
- Computer Navigator Certificate based on FOSS;
- elaboration of FOSS educational solutions for higher education and secondary education;
- fostering web-based communities of practice, including content development, knowledge sharing and empowerment through participation;
- fostering of open approaches to semi-conductor education, research and design;
- facilitating exchange of information and of software applications;
- sharing expertise and know-how;
- hardware procurement for Free and Open Source development;
- entrepreneurship based upon the Open Source business model.

Article 4 – Joint Projects

4.1 The Parties will conclude, for each agreed concrete project an appropriate Project agreement, stipulating the budget and the implementation modalities, for the activity in question, including provisions for monitoring and reporting. Any project agreement arising from the present Collaboration Agreement

shall be subject to negotiations and the prior management approval of both parties, may involve affiliated entities and may include material terms that are not mentioned in this Agreement or that may differ from the terms of this Agreement.

4.2 Each Project Agreement will address, in particular:

- (i) the goals and the nature of the project,
- (ii) the activities involved in the project,
- (iii) the specific responsibilities and obligations of the Parties,
- (iv) the specific modalities and conditions for the execution of the project,
- (v) the budget for the project, indicating each Party's contribution if applicable,
- (vi) the eventual attribution of and use by the Parties of the intellectual property results and rights generated by the project.

4.3 The Initial project under this Agreement will involve a collaboration within the framework of a Sun Centre of Excellence for Adoption of Open Technologies ("Sun Open Technologies Center").

Sun, under the framework of the Centre of Excellence model, has agreements with organisations of different nature around the world. It is intended to make available to the existing Centres of Excellence the provisions of this collaboration, making possible for these institutions to benefit from the initiatives under the scope of this Agreement between Sun and UNESCO.

The Centre of Excellence (see Annex 1) is the vehicle to develop regional initiatives and projects such as the following in locations where both Sun and UNESCO have appropriate interests and resources:

- UNESCO/Sun Open Source CDS/ISIS Library automation project,
- UNESCO/Sun Open Training Platform (OTP) and Open Educational Resources (OER),
- UNESCO/Sun Computer Navigator Certificate based on FOSS,
- UNESCO/Sun Preservation & Archiving Initiative.

4.4 The parties will also collaborate in promoting the adoption of 'OpenOffice.org and Open Document Format Tools.'

The Parties will explore ways in which UNESCO could facilitate the identification of institutions that would become participants for providing support and training in the use of OpenOffice.org and Open Document Formats (ODF). The Parties will discuss ways in which Sun would provide training and on-going support to local participants so that they become authorized service providers.

Upon signature of the Agreement, the Parties will discuss the modalities to provide a training session for approximately 30 UNESCO staff on the use of OpenOffice.org. During that training there will be a session on the use of ODF, its value to protect our cultural heritage and what other governments and international institutions are doing in this area.

Article 5 – Obligations of UNESCO

- 5.1 UNESCO agrees to execute the terms of the present Agreement as per Articles 2-12. UNESCO's undertakings and activities under the present Agreement shall be governed by its rules and procedures.
- 5.2 UNESCO agrees to execute each project in accordance with the corresponding Project Agreement.
- 5.3 UNESCO will inform Sun of UNESCO events or projects to which Sun could be potentially associated towards advancing the respective goals of the Parties in this Agreement.

Article 6 – Obligations of Sun

- 6.1 Sun agrees to execute the terms of the present Agreement as per Articles 2.
- 6.2 Sun's obligations, for each project, will be defined within a project agreement.

Article 7 – Project Support

- 7.1 Sun may call upon, with UNESCO's agreement, which agreement is not be unreasonably withheld, experts or consultants who will be charged with follow-up and evaluations which could lead to concerted decisions to rectify, adjust or amend either the operational activities or their methodology, subject to UNESCO's agreement.
- 7.2 Sun may carry out technical enquiries, to which UNESCO may wish to associate itself, by sending teams on site. Sun, in this capacity, may make any recommendations it deems necessary. The Parties will consult each other to insure that the recommendations are implemented effectively.

Article 8 – Steering Committee

UNESCO and Sun will form a Steering Committee made up of representatives from each Party, and responsible for monitoring the development and progress of the collaboration and specific projects.

Membership, functions and logistics related to the actual functioning of the above-mentioned Steering Committee will be defined jointly by the Parties following further consultation which should then be detailed in an Amendment to the present Agreement.

The first task of the Steering Committee will be to develop a framework for a regional implementation of the initial project described in Article 4. The work of the Steering Committee should be focused on providing the framework for the entire project life cycle and should address important planning and documentation, including the selection of regional priorities and scope of the initial set of projects.

The Parties will establish a calendar of regular reviews to ensure the progress of projects under this Agreement.

Article 9 – Communication and media activities

- 9.1 Communication, promotion, awareness raising and outreach will be key components of the Project/Programme. The parties will closely cooperate for the planning, implementation, monitoring and evaluation of all communication activities related to the Project/Programme. These activities shall be based on a Communication Plan covering the duration of this Agreement and jointly agreed by the parties. In implementing the Communication Plan, parties will afford each other reasonable time to fulfill agreed tasks.
- 9.2 Each party will provide the requisite resources to implement the Communication Plan.
- 9.3 Each party shall provide publicity to the Project in accordance with the Communication Plan by mentioning the other party and by including the other party's name and/or logo in all relevant publications related to this Agreement. In particular, the parties shall:
- develop consistent co-branding standards consistent with Sun's trademark and logo usage policy <http://www.sun.com/policies/trademarks/> that allow to accelerate the handling of requests for the use of the other party's name and/or logo; and
 - define consistent cross-referencing and linking standards for posting regular updates on the project on the parties' respective Internet websites and portals.
- 9.4 Sun will, in accordance with the Communication Plan:
- 9.4.1 develop various supporting communication measures to foster publicity for, and broad public awareness about, the Project/Programme;
- 9.4.2 make available to UNESCO pertinent publicity material for distribution through UNESCO channels; and
- 9.4.3 provide UNESCO regularly with qualitative and quantitative information pertaining to the assessment of the impact of activities it carries out in connection with the present Agreement, notably as regards visibility provided to UNESCO amongst specific target audiences.

Article 10 – Notification

- 10.1 The addresses for service of notices under the present Agreement shall be:

For UNESCO:

Ms Miriam Nisbet
Director
Information Society Division
Communication and Information Sector

Tel: + 33 1 45.68.45.01
Email:
m.nisbet@unesco.org

For Sun:

Andres Escobero
Senior Director
Emerging Markets and APAC
Global Communities

Tel: +1 703 485 9518
Email:
andres.escobero@sun.com

CC:
John Donaldson
Senior Legal Officer,
Chief of Section
J.donaldson@unesco.org

CC:
Suchitra Narayen
Senior Director
Global Sales and Services Law
suchitra.narayen@sun.com

10.2 Each Party shall inform the other Party in writing of any modification of the above address.

Article 11 – Duration

The present Agreement will become effective upon execution by both parties, and remains in force for three years unless previously terminated pursuant to the provisions of this Agreement. Six months before the date of expiration of this Agreement, the Parties will mutually decide on whether and for what duration to extend the present Agreement.

Article 12 – General Conditions

12.1 Use of the Name, Emblem or Official Seal of UNESCO and Sun Trademarks and Logos

Except in accordance with a Communication Plan developed pursuant to Article 9, Sun shall not use the name, acronym or official logo of UNESCO, or any abbreviation of the name of UNESCO, for advertising or any other purposes and UNESCO will not use Sun's trademarks and logos for advertising or any other purpose.

12.2 Status of UNESCO

Supporting the objectives of UNESCO and of the United Nations Organization, Sun will respect the status of UNESCO as an intergovernmental organization of the United Nations system with its own distinct Constitution.

12.3 Status of the Parties

Nothing in this Agreement shall be construed as establishing a legal partnership (such as, by way of clarification, partnership liability), joint venture, agency, exclusive arrangement or other similar relationship. Neither Sun nor anyone whom it may employ shall be considered as an agent of UNESCO or a member of the staff of UNESCO and, except as otherwise provided herein, shall not be entitled to any privileges, immunities, compensation or reimbursements, nor shall be authorized to commit UNESCO to any expenditure or other obligations.

12.4 Privileges and Immunities of UNESCO

Nothing in or relating to the present Agreement shall be deemed a waiver of any of the privileges and immunities of UNESCO.

12.5 Assignment

None of the Parties shall assign, transfer, pledge or make other disposition of the present Agreement or any part thereof or of any of their rights, claims or

obligations under the present Agreement except with the prior written approval of the other Parties. Any of the aforementioned actions taken without such written approval shall not be valid.

12.6 Settlements of Disputes

All disputes arising out of or in connection with the present Agreement shall be settled by mutual understanding. However, if no amicable settlement can be arrived at, any dispute shall be arbitrated according to the rules defined by UNCITRAL (United Nations Commission on International Trade Law).

12.7 Termination

12.7.1 Either party may terminate this agreement by written notice if the other party fails to cure a remediable material breach within 3 (three) months after being notified of the breach. The same will apply with respect to incidents making the realization of the Project extremely hazardous.

12.7.2 Upon the termination of the present Agreement, neither party shall use the other party's name, trademark, logo, emblem or official seal, or any abbreviation of the name of UNESCO, for promoting any Project or any other purposes.

12.7.3 Upon the termination of the present Agreement, each party will make reasonable efforts to inform all then current or potential participants that the agreement has been terminated and they are no longer participating in the Projects operative at that time.

12.8 Amendment

This Agreement, including this provision, may not be waived, modified or changed in any manner except by a written amendment signed by each of the parties hereto.

12.9 Non-Exclusivity

It is understood that this Agreement does not confer either party any exclusivity regarding activities such as those covered by this Agreement, and the each party is currently collaborating with others on similar activities worldwide.

12.10 Costs and Expenses.

For the duration of this Agreement each party will bear its own costs and expenses with regard to all negotiations, performance of obligations, and activities relating to the subject matter of this Agreement, except as explicitly agreed in writing.

12.11 Limitation of Liability.

Neither party shall make a claim against, nor be liable to, the other party or its affiliates for any indirect, special, incidental, consequential or punitive damages, in connection with or arising out of this Agreement or the termination thereof, under contract, tort or any other theory of law, including damages for lost profits, business opportunity or other losses, or injury to reputation, resulting from the continuation or abandonment of negotiations, or a party's action or inaction taken in anticipation of execution of the Project Agreement (s) and regardless of the cause of action under which such damages may be sought.

Done in English in Geneva on 18 May 2009, in 2 original copies.

For UNESCO:



Abdul Waheed Khan
The Assistant Director-General
for Communication and Information

For Sun:



Crawford Beveridge
Executive Vice President
and Chairman of Europe, APAC and
Emerging Markets
Sun Microsystems, Inc.

Annex I

A. Definition of Centre of Excellence

- "Centre of Excellence" or "CoE" means either a physical or virtual facility established at and by the institution in the selected country/countries to house its activities performed under the Programme. It provides Sun/UNESCO with a unique opportunity to showcase open technologies. Each centre will ideally serve as a reference site for UNESCO/Sun promoting awareness on the use of open technologies.
- "Institution" means the institutional body in a country where the CoE is established, is a recognised education institution or other organisation qualified for participation in Sun's programmes established for education and non-profit end users, and has been identified as an outcome of the planning process described in Article 8 of the Agreement. The institution is a sponsor that will demonstrate the use of state-of-the-art applications and technologies in academic, research, and/or business/industry settings.
- "Sponsor" means a co-sponsoring business, industry or educational institution that would eventually express desire to work with Sun and UNESCO to showcase its own technologies in conjunction with, and as part of, the CoE and based on Open Technologies.

The role of the Institution hosting a CoE will be defined as part of the process described in Article 4. Typical responsibilities are the provision of qualified staff members to the Programme and all existing facilities and utilities necessary for the creation and maintenance of the CoE.