

MEMORANDUM OF UNDERSTANDING
BETWEEN
THE INTERNATIONAL TELECOMMUNICATION UNION (ITU)
AND
THE UNITED NATIONS EDUCATIONAL, SCIENTIFIC AND CULTURAL ORGANIZATION
(UNESCO)

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**MEMORANDUM OF UNDERSTANDING
BETWEEN
THE INTERNATIONAL TELECOMMUNICATION UNION (ITU)
AND
THE UNITED NATIONS EDUCATIONAL, SCIENTIFIC AND CULTURAL ORGANIZATION
(UNESCO)**

Preamble

This Memorandum of Understanding, (hereinafter referred to as "This Memorandum") is entered into by the International Telecommunication Union (hereinafter referred to as "ITU"), and the United Nations Educational, Scientific and Cultural Organization (hereinafter referred to as "UNESCO"). ITU and UNESCO are hereinafter jointly referred to as the "Parties". This Memorandum is entered into within the framework of the implementation of the Cooperation Agreement signed between the Parties on 15 May 2000 (see Article VII thereof, hereinafter referred to as the Agreement).

WHEREAS ITU works to support everyone's fundamental right to communicate through the allocation of global radio spectrum and satellite orbits, the development of the technical standards that ensure networks and technologies seamlessly interconnect, and on improved access to ICTs to underserved communities worldwide;

WHEREAS UNESCO promotes an enabling environment for freedom of expression and fosters communication and information capacities for universal access to knowledge through policy advice, capacity-building, standard-setting and the promotion of best practices at the global and country levels;

WHEREAS the Parties have maintained a longstanding and effective cooperation with their distinct yet complementary roles in the UN system, and have successfully implemented the Agreement;

WHEREAS the Parties, share similar objectives, in pursuit of the Millennium Declaration and the 2010 World Outcome Document, to support national governments in their efforts to reach the Internationally Agreed Development Goals, including the Millennium Development Goals (MDGs) targeted for 2015;

WHEREAS the Executive Heads of UNESCO and ITU are fully committed to a UN reform aimed at enhanced efficiency, effectiveness and coherence, and to "delivering as one" in support of national development goals.

THEREFORE, the Parties agree to strengthen their cooperation for *the building of inclusive knowledge societies based on the principles of freedom of expression, universal access to information and knowledge, quality education for all, cultural and*

linguistic diversity, and contributing to the achievement of the Internationally Agreed Development Goals, including the Millennium Development Goals in the following areas:

Article I Areas of collaboration

1.1. In particular, the Parties anticipate that their collaboration will focus on a number of specific substantive areas, consistent with their policies and procedures, which will include, but will not be limited to:

1.1.1 Follow-up to and implementation of the outcomes of the World Summit on the Information Society:

ITU and UNESCO will continue playing (together with UNDP) a leading facilitating role in the implementation of the World Summit on the Information Society (WSIS) outcomes, in particular the Geneva Plan of Action, and organizing meetings of moderators/facilitators of Action Lines at the annual WSIS Fora.

UNESCO will contribute to the annual WSIS Fora in 2013, 2014 and 2015, particularly on the topics relating to the Action Lines UNESCO is facilitating: C3 Access, C7 e-science and e-learning, C8 Cultural and linguistic diversity, C9 Media and C10 Ethical dimension of the Information Society, and possibly other thematic workshops, which are relevant to UNESCO's mandate.

ITU will contribute to the annual WSIS Fora in 2013, 2014 and 2015, particularly on the topics relating to the Action Lines ITU is facilitating: C2 Information and Communication infrastructure; C5 Building confidence and security in the use of ICTs; C6 Enabling environment;

Taking into account the decision of the UN General Assembly on the overall review of the implementation of WSIS outcomes in 2015, to be taken at its 67th session, the Parties will pursue their cooperation towards a successful review.

In particular, UNESCO and ITU will join forces to ensure visibility for WSIS, and to mainstream the potential of ICTs for achieving sustainable development goals within the UN system, notably by acting jointly in the context of the UN Chief Executive Board (CEB), as well as the High-Level Committee on Programmes (HLCP).

1.1.2 Broadband Commission for digital development

UNESCO and ITU will continue actively to support and contribute to the work of the Broadband Commission for Digital Development, which they established jointly in

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May 2010 in response to the UN Secretary-General's call to step up UN efforts to achieve the Millennium Development Goals (MDGs).

UNESCO's main contribution to the Broadband Commission's work will cover the following areas:

- co-organization and participation in all Broadband Commission meetings;
- provision of inputs, preparation and publishing of reports produced by the Commission focusing on areas directly relevant to UNESCO's core mandate;
- provision of support to the Commission to achieve the Broadband Advocacy Targets for 2015, which were issued in October 2011;
- leading the working groups on Broadband and Education, as well as Broadband and Multilingualism;
- engagement in advocacy, outreach and communication activities on a separate and joint basis, as outlined in the Commission's strategy, communications and outreach plans;
- promotion of broadband policy issues, especially those in relation to content, in all the advocacy and promotional work of senior UNESCO management, including speeches, presentations speaking opportunities etc.;
- working together with ITU to jointly define and shape the strategy and methods for the directions of future work of the Commission;
- recommendation of dedicated experts and speakers who can add value to the Commission's community and network of specialists on specific topics; and,
- engagement in fund raising to support the Commission's activities.

ITU's main contribution to the Broadband Commission's work will cover the following areas:

- co-organization and participation in all Broadband Commission meetings;
- provision of inputs into all the reports produced by the Commission focusing on areas directly relevant to UNESCO's core mandate;
- evaluation, monitoring and follow-up of the Broadband Advocacy Targets for 2015, which were issued in October 2011;
- leading and co-organization of all other working groups;
- hosting the repository and online portal of materials relevant to broadband, comprising best practices, case studies, regulatory studies etc.
- preparation of budgets and engagement in fund raising;
- leading the communications and strategy planning;
- liaising and engaging with Commissioners, including solicitation of their feedback, ideas and proposals on all the Commission's work.

1.1.3 World Radio Day

UNESCO and ITU will continue actively to support, promote and contribute to the celebrations of the World Radio day (WRD) worldwide. This cooperation will include

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but will not be limited to publication of the annual joint statement on the occasion of the WRD.

1.1.4 Child Online Protection

UNESCO and ITU will organize, support and promote joint regional and national initiatives and activities related to child online protection.

Article II Modalities of cooperation

2.1 Further to the achievement of their common objectives, the Parties intend to consider ways to:

- (i) share knowledge, ideas and lessons learned;
- (ii) collaborate on the promotion, preparation and organization of joint seminars and conferences;
- (iii) collaborate on the organization and execution of high-level joint research projects on subjects of primary interest;
- (iv) collaborate on ways to join with other entities which could bring further support to the activities pursued under this Memorandum;
- (v) collaborate on the dissemination of the lessons learned/results of projects/research through publications, the Internet and other easily accessible means; and,
- (vi) plan joint capacity-building programmes in areas of common interest.

2.2. The Parties anticipate that each Party will contribute to the activities undertaken pursuant to this Memorandum, in one or more of the following ways:

- (i) mobilization of its own staff for the pursuit of the objectives of this Memorandum;
- (ii) provision of facilities for workshops, conference or training seminars;
- (iii) consideration of providing support to relevant stakeholders;
- (iv) such other means as the Parties may agree upon.

2.3 This Memorandum will be brought to the attention of the staff of both Organizations. The Parties will collaborate to provide guidance, information and learning tools to staff members concerned, so as to enhance cooperation in the agreed fields.

2.4. The Parties recognize the value and need for sharing statistical and scientific information in order to avoid duplication in the collection, analysis, publication and distribution of such information.

Article III Implementation



3.1. The responsibility for the implementation of activities pursuant to this Memorandum will lie with the Parties, each of which has designated a representative as indicated below. By written notice or e-mail to the other Party, each Party may designate different or additional persons as its representatives.

For the ITU:

Mrs Doreen Bogdan
Chief, Strategic Planning and Membership
E-mail: doreen.bogdan@itu.int
Tel: +41 22 730 5643
Fax: +41 22 730 5881

For UNESCO:

Mr Janis Karklins
Assistant Director-General for Communication and Information
E-mail: j.karklins@unesco.org
Tel: +33 14 568 4320
Fax: +33 14 568 5581

3.2 The Parties will consult with each other on a regular basis on matters which might affect the successful completion of the joint initiatives and collaboration agreed upon in this Memorandum. The Parties will hold regular bilateral meetings to review the progress of joint collaboration and plan future activities in the priority areas of cooperation mentioned in Article I above.

**Article IV
Intellectual Property**

4.1. The Parties recognize the importance of intellectual property rights protecting the materials used for or resulting from the joint activities conducted under the framework established by this Memorandum. This Memorandum does not grant the right to use materials belonging to or created by either Party. ITU will retain intellectual property rights in all materials developed and produced by ITU, its staff or consultants and UNESCO will retain intellectual property rights in all materials developed and produced by UNESCO, its staff and consultants. The Parties will agree in writing on the ownership of any intellectual property rights that may arise in any work to be created by the collaborative activities to be undertaken pursuant to this Memorandum.

**Article V
Visibility**

5.1 The Parties agree to acknowledge the role and contribution of each Organization in all public information documentation relating to activities within the scope of this Memorandum.

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5.2. The Parties, separately or jointly, will give appropriate visibility to the projects/programmes, their conception, their implementation, their impact and their outcomes through information and promotional activities.

5.3. Subject to prior written consent by the other Party and in accordance with the applicable rules and regulations regarding the use of their respective name and logo, each Party is authorized to use the name, the logo and any element of the other's identity through the use of citations, references to, reproductions, representations on the occasion of the promotion of projects, of public relations operations, of interviews, of relations with media (press files, articles, releases, etc.) relating to the activities falling within the scope of this Memorandum throughout the world. This use must adhere to the image of the concerned Party.

5.4. The Parties will strengthen collaboration in the area of communication and media outreach, in order to improve knowledge and awareness of the priorities and activities of both Organizations and to anticipate and bridge potential gaps in each other's communication plans, especially in areas of joint concern.

Article VI Disclosure and Publicity

6.1. The Parties will acknowledge and disclose to the public this Memorandum and information with respect to the collaborative activities contemplated herein. Such disclosure will be made in accordance with the Parties' respective disclosure policies.

Article VII Term, Termination, Amendment

7.1 This Memorandum shall enter into effect upon its signature by both Parties and shall remain valid until 31 December 2015.

7.2 This Memorandum may be amended only by mutual written agreement of the Parties. The Parties may, by exchange of letters (EOL), amend any of the provisions of this Memorandum or enter into supplementary arrangements designed to extend the scope of the present Memorandum.

7.3 This Memorandum may be terminated at any time by mutual written agreement of the Parties. Further, the Memorandum may be terminated by either Party at its sole discretion with sixty (60) days prior notice in writing to the other Party. Such termination shall become effective on the date specified in the termination note.

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7.4 Notwithstanding its termination, the provisions of this Memorandum shall survive to the extent necessary to permit an orderly settlement of accounts between the Parties.

Article VIII
Miscellaneous

8.1 Any dispute arising from or in connection with the interpretation or application of any provision of this Memorandum shall be settled through negotiations or by such other means as the Parties shall mutually agree upon in writing. Failure by either Party to enforce a provision of this Memorandum shall not waive any other provision of the Memorandum. The invalidity or unenforceability of any other provision of this Memorandum shall not affect the validity or enforceability of any other provision thereof.

IN WITNESS THEREOF, the Parties have caused this Memorandum to be executed as of the date written below.


For ITU:



Dr Hamadoun I. Touré
Secretary-General

Date 23 - Sept. 2012
Place New York

For UNESCO:



Irina Bokova
Director-General

Date 23, 09, 12
Place New York