
COLLABORATION ARRANGEMENTS

between

THE INTERNATIONAL TELECOMMUNICATION UNION

and

**CHINA ACADEMY OF INFORMATION AND COMMUNICATIONS TECHNOLOGY
(CAICT)**

**TO ESTABLISH A HIGH-LEVEL FRAMEWORK OF COOPERATION
ON ITU'S SMART INCUBATOR PROGRAM, FOR THE PURPOSE OF PROMOTING
TELECOMMUNICATION/ICT-CENTRIC INNOVATION AND ASSISTING
DEVELOPING COUNTRIES IN THE IMPLEMENTATION OF ITU-T STANDARDS.**

THESE COLLABORATION ARRANGEMENTS (“Arrangements”) are entered into by and between:

THE INTERNATIONAL TELECOMMUNICATION UNION (“ITU”), an intergovernmental organization and the specialized agency of the United Nations for information and communication technologies (ICTs), having its seat at Place des Nations, CH-1211 Geneva 20, Switzerland; and

CHINA ACADEMY OF INFORMATION AND COMMUNICATION TECHNOLOGY (“CAICT”) (the “Partner”), a Scientific Research Institute, having its headquarters at No. 52, Hua Yuan Bei Road, Haidian District, 100191 Beijing, China.

For purposes of these Arrangements, ITU and the Partner are hereinafter referred to collectively as the “Signatories” and each as a “Signatory.”

Whereas, Resolution 205 (Dubai, 2018) of the Plenipotentiary Conference resolves that the Union, within its mandate and existing mechanisms, should support Member States, upon request, in promoting an enabling environment for telecommunication/ICT-centric innovation by small and medium-sized enterprises (SMEs), start-ups, incubation centres and young entrepreneurs, supporting relevant activities with other international agencies;

Whereas, Resolution 71 (Rev. Dubai, 2018) of the Plenipotentiary Conference resolves under objective T.4 to foster the acquisition and sharing of knowledge and know how on the standardization activities of ITU-T;

Whereas, Resolution 44 (Rev. Hammamet, 2016) of the World Telecommunication Standardization Assembly resolves that ITU-T, in collaboration with the other Sectors, especially the ITU Telecommunication Development Sector (ITU-D), as appropriate, shall develop a program i) to assist developing countries in developing strategies and methods that facilitate the process of linking innovations to the standardization process and ii) to assist developing countries in developing means to align their national industrial and innovation strategies towards the goal of achieving highest impact on their socio-economic ecosystems and iii) to assist developing countries on developing strategies in establishing national/international test laboratories for emerging technologies;

Whereas, the aforementioned Resolution further instructs the Director of TSB, in collaboration with the Directors of BR and BDT, to encourage the formation of partnerships under the patronage of ITU-T as one of the means for financing and implementing the objectives of the action plan annexed to said Resolution;

Whereas, in accordance with Resolution 66 (Rev. Dubai, 2012) of the World Telecommunication Standardization Assembly, that the rapid change of the telecommunication/information and communication technologies environment requires related technology watch and immediate reaction, in order to propose possible ITU-T standardization activities as early as possible;

WHEREAS, Resolution 86 (Hammamet, 2016) of the World Telecommunication Standardization Assembly, instructs the Director of TSB, in collaboration with the Director of BDT to provide assistance to Smart Africa and African regional groups from within the assigned budget in order to support pilot projects aimed at speeding up the implementation of ITU standards and Recommendations and to strengthen training and guide Smart Africa member states, partner organizations and industries in their adoption of ITU-T standards.

WHEREAS, Resolution 98 (Hammamet, 2016) instructs the Director of TSB to provide necessary assistance in order to take advantage of every opportunity, within the assigned budget, to promote quality standardization work in a timely manner, and to communicate with telecommunication and ICT industries in order to promote their participation in ITU-T's standardization activities on IoT and SC&C.

WHEREAS, the ITU-T Smart Incubator Programme including SMART ABC assists and supports technology-oriented entrepreneurs and startups in the early development stages, with the aim to provide hands-on support and assistance on the application of testing and validation techniques in bettering the standards-making process.

WHEREAS, CAICT provides strong support for the industry's major strategies, plans, policies, standards, testing and certification, thus being in itself an important facilitator in the leapfrog development and innovation of China's information and communications industry, especially in emerging research areas involving: Industrial Internet(IIOT), Identifier Resolution System, Block Chain, AI, Financial Science and Technology, Internet of Things (IoT), Smart City, Cloud Computing, Big Data, 5G, etc.

WHEREAS, CAICT has established multiple national-level laboratories, thus providing an outstanding basis and sophisticated facilities for promoting the research, innovation, testing, development of ICT as well as achieving the vision of the ITU Smart Incubator Programme.

WHEREAS, the Signatories now desire to enter into these Arrangements for the purpose of establishing a high-level, non-binding framework applicable to the cooperation between the Signatories which is described herein.

NOW, THEREFORE, the Signatories intend to cooperate with each other as follows:

ARTICLE 1

PURPOSE OF THESE ARRANGEMENTS; IMPLEMENTATION OF THE COOPERATION

- 1.1 The purpose of these Arrangements is to establish a high-level, non-exclusive framework for the cooperation which the Signatories mutually intend to undertake in the area of technology incubation for the purpose of cooperating in supporting technology oriented entrepreneurs and startups that are more fully described under Article 2 (collectively, the "Cooperation").
- 1.2 The relevant terms and conditions concerning the Cooperation (including, without limitation, those relating to financial, legal and operational matters, as well as to the respective rights, roles and responsibilities of the Signatories, if any) will be set forth in one or more legally binding written agreements, project documents and/or other instruments which will be separately negotiated, agreed to and signed by both of the Signatories following the execution of these Arrangements.

ARTICLE 2

PURPOSES OF MUTUAL COOPERATION

Subject to the other provisions of these Arrangements, the Signatories hereby express their mutual intent to cooperate with one another, within their respective mandate and in accordance with their respective rules, regulations and procedures, for the purpose of the ITU Smart Incubator Programme. It is envisioned that the Partner will be in position to identify and suggest to ITU, high-potential

entrepreneurs/projects from China to be submitted to the ITU Smart Incubator Programme. In this context, CAICT may nominate Chinese based start-ups/founders to take part in the ITU Smart Incubator Programme. Further CAICT provides consultancy to ITU Smart Incubator start-ups based in China and/or entering the Chinese market, on subjects such as Intellectual Property Rights, IT solutions, Technology and Standards and business development and assists to promote the ITU Smart Incubator Programme to their Fora and Alliances.

ARTICLE 3
NATURE OF THESE ARRANGEMENTS

- 3.1 These Arrangements are not intended as, and will not be deemed or construed as, a binding agreement between the Signatories. Nothing contained in these Arrangements will give rise to any form of fiduciary or legal obligations or responsibilities by either Signatory.
- 3.2 These Arrangements do not constitute, and will not be deemed or construed as, any obligation or commitment of any type, whether express or implied, by either Signatory in respect of the provision of funds or financing; and any activities that may be conducted hereunder will be subject to and contingent upon the availability of sufficient staff, funds and other resources.

ARTICLE 4
EFFECTIVENESS; AMENDMENT AND TERMINATION

- 4.1 These Arrangements will become effective on the date of their signature by both of the Signatories, and their provisions will remain applicable until these Arrangements are terminated in accordance with this article.
- 4.2 These Arrangements may only be modified or supplemented pursuant to a written amendment mutually agreed to and signed by both of the Signatories. Any such amendment will be annexed to these Arrangements and will form an integral part hereof.
- 4.3 These Arrangements may be terminated by either Signatory by providing written notice thereof to the other Signatory at least thirty (30) days prior to the effective date of such termination.

ARTICLE 5
CHANNEL OF COMMUNICATIONS AND NOTICES

- 5.1 For purposes of facilitating the implementation of the agreements and other arrangements, which may be established by the Signatories under the framework of these Arrangements, the channel of communication for the Signatories will be as follows:

For ITU:

International Telecommunication Union
Place des Nations
CH-1211 Geneva 20
Switzerland
Attention: Chief, Operations and Planning Department
Mr Alexander Ntoko
Telephone: +4122730 5525
E-mail: alexander.ntoko@itu.int

For the Partner:

CHINA ACADEMY OF INFORMATION AND COMMUNICATIONS TECHNOLOGY
No. 52, Hua Yuan Bei Road
Haidian District
100191 Beijing, China
Attention: Director, International Cooperation Department
Ms Liu Rui
Telephone: + 86 10 62302823
E-mail: liurui@caict.ac.cn

5.2 Each Signatory may, by written notice to the other Signatory, designate additional or substitute representatives of such Signatory.

**ARTICLE 6
SETTLEMENT OF DISPUTES**

Any dispute between the Signatories arising from these Arrangements will be resolved by amicable direct negotiations between the Signatories, or by any other means to which the Signatories mutually agree in writing.

**ARTICLE 7
PRIVILEGES AND IMMUNITIES**

Nothing contained in or relating to these Arrangements will constitute or be deemed or construed as a waiver, whether express or implied, of any of the privileges, immunities or facilities which ITU or any of its officials enjoys by virtue of the international agreements and national laws applicable to ITU.

IN WITNESS WHEREOF, the Signatories have caused their duly authorized representatives to sign these Arrangements in two (2) originals in the English language, as of the date(s) set forth below.

**For the
INTERNATIONAL TELECOMMUNICATION UNION**



Chaesub Lee
Director
Telecommunication Standardization Bureau

**For the
China Academy of Information and
Communication**



Liu Duo
President

Date: 12.06.2019
Place: Geneva

Date: 30.05.2019
Place: Beijing