



## **Cooperation Agreement**

**between**

**The African Organisation for Standardisation (“ARSO”)**

**and**

**The International Telecommunication Union (“ITU”)**

This **COOPERATION AGREEMENT** (hereinafter referred to as "Agreement") is entered into by and between:

The **International Telecommunication Union** (hereinafter referred to as "ITU"), an intergovernmental organization and the United Nations specialized agency for information and communication technologies (ICTs), driving innovation in ICTs with a membership of 193 Member States, over 700 private-sector entities and over 150 academic and research institutes, having its seat in Geneva, Switzerland, represented by Mr Houlin Zhao, ITU Secretary-General;

and

The **African Organisation for Standardisation** (hereinafter referred to as "ARSO"), an intergovernmental standardization body established by the Organization of African Unity with a mandate to establish African Standards of interest to intra-African and global trade and to operate a continental conformity assessment system with a view to promoting African products, having its seat in Nairobi, Kenya, represented by Dr Hermogène Nsengimana, ARSO Secretary General.

For purposes of this Agreement, ITU and the ARSO are hereinafter also referred to collectively as the "Signatories" and each as a "Signatory."

**WHEREAS**, ITU's Telecommunication Standardization Sector ("ITU-T") assembles experts from around the world to develop international standards known as ITU-T Recommendations, which act as defining elements in the global infrastructure of information and communication technologies (ICTs);

**WHEREAS**, ITU Plenipotentiary Resolution 71 (Rev. Dubai 2018), "Strategic plan for the Union for 2020-2023" highlights, among the Objectives for the Standardization Sector, the importance of sharing of knowledge and cooperation with other organizations, namely:

- *Foster the acquisition, awareness, sharing of knowledge and know how on the standardization activities of ITU-T (ITU-T Objective T.4);*
- *Extend and facilitate cooperation with international, regional and national standardization bodies (ITU-T Objective T.5);*

**WHEREAS**, ARSO under its Strategic Plan for 2017 - 2022, Goals 1 (objective 2), 2 (Objective 1) and 4 (objectives 4 and 5) emphasize the Strategic partnerships for the benefit of member States and Stakeholders, namely:

- *Goal 1: ARSO, through its members, develops high-quality standards and related deliverables*  
*Objective 2: Align African Standards with globally accepted international standards which are consistent with Africa's development needs.*
- *Goal 2: African standards are adopted and applied as national and sub-regional standards*  
*Objective 1: Ensure that major economic actors in strategically important sectors of national and sub-regional economies are aware of trade related benefits of regionally and internationally harmonized standards.*
- *Goal 4: Stakeholders are effectively engaged across the entire ARSO standardization community*  
*Objective 4: Ensure that (potential) ARSO members and stakeholders can benefit from ARSO's regional and international visibility.*

*Objective 5: Ensure best possible opportunities for the exchange of information and experience and thus for joint learning processes for the benefit of (potential) ARSO members and stakeholder groups.*

**HIGHLIGHTING**, the socio-economic impact of ICT standardization in globalization and industrialization, which has been widely acknowledged with the expansion of global trade and regional integration.

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

### **Article 1 Purpose and Objectives of the Agreement**

1.1 The purpose of this Agreement is to establish a high-level, non-binding, non-exclusive framework for the cooperation which the Signatories mutually intend to undertake in the following areas, in line with their respective missions and mandates and in accordance with their respective rules, regulations and procedures:

- a. To promote the adoption and use of ITU standards (including, but not limited to ITU-T Recommendations) taking into account the requirements of the African Region to support long term sustainable economic development, as well as facilitating world and regional trade and integration;
- b. To exchange information on their respective standardization activities as well as to promote mutual and joint communications exchanges, including announcement of events organized in the African Region, newsletters, other means of communications that may be of relevance to enhance awareness and knowledge of ongoing standardization activities in Africa;
- c. To encourage, through their respective channels and procedures, the increased participation of ARSO Members in the work of ITU, in particular in the development of technical specifications and standards in emerging topics and technologies;
- d. To monitor, in respective areas of expertise, the development and trends in ICT standardization;
- e. To extend and facilitate the participation to and the use of ITU platforms, under different forms, such as ITU publications, relevant IT tools, and other ITU products.

1.2 The relevant terms and conditions concerning the cooperation in the abovementioned areas (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, and/or other instruments which will be separately negotiated, agreed to and signed by both of the Signatories following the execution of this Agreement.

### **Article 2 Tools for implementing this Agreement**

2.1 Subject to provision 1.2 of this Agreement, and in accordance with the respective mandates, rules, regulations and procedures, the Signatories may consider the use of the following tools and facilities, which aim at encouraging overall the adoption of ITU-T Recommendations and other ITU outputs among ARSO Members:

- ITUSearch:  
The ITUSearch is a search engine able to extract documents, files, content and/or information that are related to a specific subject, topic or issue.
- ITU ICTs Standards Landscape:  
This tool is intended to support the standardization for a given ICT domain (e.g. Security, Optical Fibers, Artificial Intelligence, 5G and Machine Learning, etc.) by identifying existing published standards, standards that are currently under development, and areas where a need for standards has been identified but work has not been initiated yet.
- Remote participation:  
Tools that enable/facilitate access to ITU events from distance using remote participation tools.
- Applications:  
Other IT technology transfer applications that highlight the role of ITU standards in the establishment of the Africa Free Trade Zone, as well as for instance, the ID continental identity/continental passport for Africa.
- Incubator Programme:  
A multi-stakeholder platform that includes Member States, UN agencies, Standards Development Organizations, Industry, academia and other non-state actors. The Incubator Programme assists and supports technology-oriented entrepreneurs and start-ups in the early development stages.

### **Article 3**

#### **Exchanges of views, best practices and cross representation**

The Signatories will endeavor:

- 3.1 To have cross representation in events as appropriate, including potentially using remote participation tools to facilitate wide participation at no cost for participants;
- 3.2 To seek opportunities to cooperate and share the best practices in the different fields or standardization, including emerging technologies;
- 3.3 To invite representatives of the other Signatory to attend events relevant for the mutual cooperation, subject to and in accordance with the inviting Signatory's rules and procedures.
- 3.4 The Signatories recognize the value of sharing information pertaining to this Agreement and of avoiding duplication of efforts in publishing and distributing such information. To this end, the Signatories intend to promote knowledge sharing, including the exchange of information and documents concerning the subject matters of this, in accordance with their respective rules, regulations and procedures, and without prejudice to any arrangements which may be in place (including, without limitation, with any third parties) to safeguard the confidential and/or otherwise restricted character of certain information and documents.

## **Article 4 Implementation of the Agreement**

4.1 The Secretary General of ARSO and the Secretary-General of ITU shall make the necessary arrangements for the purpose of ensuring satisfactory implementation of the Agreement based on the mutual understanding of the Signatories and opportunities for mutual cooperation.

4.2 The Signatories intend to communicate from time to time to exchange views and report on accomplishments with regard to this Agreement.

4.3 The Signatories acknowledge that the implementation of this Agreement will, *i.a.*, support the Sustainable Development Goal 17 on strengthening the means of implementation and revitalizing the global partnership for sustainable development.

4.4 The Signatories may wish to acknowledge the role and contribution of each other in future communications to their respective constituents or to the public, on matters relating to the implementation of this Agreement. In doing so, neither Signatory may use the name, acronym nor emblem of the other Signatory without obtaining said Signatory's prior written permission.

## **Article 5 Nature of this Agreement; Financial Arrangements**

5.1 This Agreement is not intended as, and will not be deemed or construed as, a binding agreement between the Signatories. Nothing contained in this Agreement will give rise to any form of fiduciary or legal obligations or responsibilities by either Signatory.

5.2 This Agreement does not constitute, and will not be deemed or construed as, any obligation or commitment of any type, whether express or implied, by any 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 6 Duration**

6.1 This Agreement shall become effective upon signature by both Signatories and shall remain effective until 2024. Either Signatory may terminate this Agreement at any time, by furnishing to the other Signatory a written notice of termination at least thirty (30) days prior to the effective date of such termination.

6.2 Without prejudice to the foregoing, reasonable steps shall be taken to ensure that termination of this Agreement shall not be prejudicial to any activities or programmes undertaken within the framework of the Agreement pursuant to Section 1.2 above.

6.3 This Agreement may only be modified or supplemented pursuant to a written amendment mutually agreed to and signed by the Signatories. Any such amendment will be annexed to this Agreement and will form an integral part hereof.

**Article 7**  
**Contacts and Notice**

7.1 For purposes of facilitating the implementation of the Agreement, the channel of formal communication for the Signatories will be as follows:

For ARSO:

African Organisation for Standardisation  
3rd Floor, International House  
Mama Ngina Street, Nairobi  
Kenya  
Attention: Mr Reuben Gisore  
Telephone: +254 (020) 222456 / 3311641 / 3311608  
E-mail: [arso@arso-oran.org](mailto:arso@arso-oran.org); [reubengo@arso-oran.org](mailto:reubengo@arso-oran.org)

For ITU:

International Telecommunication Union  
Place des Nations  
CH-1211 Geneva  
Switzerland  
Attention: Mr Alexander Ntoko  
Telephone: +41 22 730 5525  
E-mail: [alexander.ntoko@itu.int](mailto:alexander.ntoko@itu.int)


7.2 Each Signatory may, by written notice to the other Signatories, designate additional or substitute representatives.

**Article 8**  
**Settlement of disputes**

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

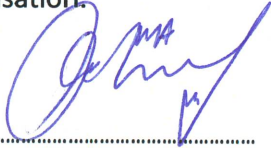
**Article 9**  
**Privileges and immunities**

Nothing contained in or relating to this Agreement will constitute or be deemed or construed 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.

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**IN WITNESS HEREOF**, the undersigned, being duly authorized thereto, have on behalf of the Parties hereto signed this Agreement in two (2) originals in English at the place and on the day below written.

For and on behalf of the  
African Organisation for  
Standardisation:



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**Dr Hermogène Nsengimana**  
Secretary General  
African Organisation for  
Standardisation

Nairobi, ..... 2019.06.20 .

For and on behalf of the  
International Telecommunication Union:



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**Dr Chaesub Lee**  
Director  
Telecommunication Standardization Bureau

Geneva, ..... 13.06.2019