



MEMORANDUM OF UNDERSTANDING
BETWEEN
ORGANIZATION FOR INTERNATIONAL ECONOMIC RELATIONS
AND
THE INTERNATIONAL TELECOMMUNICATION UNION

PREAMBLE:

WHEREAS, the Organization for International Economic Relations (hereinafter “**OiER**”), an international NGO and business platform that was established in 1947 to promote peace and international cooperation through economic development.

WHEREAS, the International Telecommunication Union (hereinafter “**ITU**”) is the United Nations specialized agency for information and communication technologies. ITU was founded in 1865, with its headquarters in Geneva, Switzerland. ITU is responsible for: (i) facilitating international connectivity in communication networks; (ii) allocating global radio spectrum and satellite orbits; (iii) developing the technical standards that ensure networks and technologies seamlessly interconnect; and (iv) improving access to information and communication technologies (ICTs) to underserved communities worldwide;

WHEREAS, OiER and ITU have agreed to collaborate on digital transformation of smart sustainable cities, as further described herein below;

WHEREAS, OiER and ITU (hereinafter collectively referred to as the “**Signatories**”, and individually as, the “**Signatory**”), recognizing the benefits of genuine, substantive cooperation and wishing to pursue such collaboration, have entered into this Memorandum of Understanding (hereinafter referred to as the “**MoU**”) in a spirit of trust and cooperation;

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

ARTICLE I
Scope and Purpose

1. The purpose of this MoU is to provide a non-exclusive, non-binding framework of cooperation within which the Signatories may explore common interests and activities pursuant to their missions and objectives.
2. The collaboration between the Signatories will be implemented to advance:
 - a. the United Nations Sustainable Development Goals through the development of smart



sustainable cities and improving the environmental performance of emerging technologies. In accordance to the United Nations' (UN) 2030 Agenda for Sustainable Development and the associated 17 Sustainable Development Goals (SDGs), in particular SDG 11 "Make cities and human settlements inclusive, safe, resilient and sustainable" and SDG 13 "Take urgent action to combat climate change and its impacts".

- b. The collaboration between the Signatories will be implemented to advance the digital transformation of cities and communities, to contribute to the work of the United for Smart Sustainable Cities (U4SSC) and in particular to its Implementation Programme in order to support cities worldwide in leveraging Information Communication Technologies (ICTs) and emerging technologies to become smarter and more sustainable cities.

ARTICLE II

Implementation of the MoU

1. The Signatories intend to join efforts and to maintain close working relationships in order to achieve the objectives of this MoU.
2. The Signatories will keep each other informed of all relevant activities pertaining to this MoU and will hold consultations at any time a Signatory considers it appropriate.
3. Each Signatory shall nominate a focal point for this collaboration as stated under Article XI ("Notices"), clause (1) herein below.
4. The Signatories understand that this MoU is not intended as, and will not be deemed or construed as, a binding agreement between the Signatories, and that nothing contained in this MoU or any work plan accepted to hereunder will give rise to any financial or fiduciary obligations or responsibilities. This MoU does 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.
5. Any commitment to transfer anything of value involving reimbursement or compensation or to commit, or provide funds, resources, goods, or services by the Signatories, directly or indirectly, for any agreed activity will be outlined in one or more legally binding agreements or other instruments that will be made in writing and signed by representatives of the Signatories and will be independently authorised by an appropriate authority of the Signatories consistent with the regulations, rules, policies and practice of, and or applicable to, the Signatories. The Signatories acknowledge that this MoU does not provide such authority.
6. The Signatories may exchange non-confidential information and consult each other, as necessary and appropriate, in the interest of identifying additional areas in which effective and practical cooperation may be possible as means of carrying out joint activities and programmes within the framework of this MoU.

ARTICLE III

Areas of Collaboration of the Signatories

1. Subject to their respective mandate, regulations, rules, policies, practices and procedures, the

Signatories will collaborate to strengthen the collaboration between OiER and ITU in promoting the work of the U4SSC and ITU standards to support cities in reaching the Sustainable Development Goals:

- (a) The U4SSC will continue to be one of the main mechanisms for OiER and ITU to support cities worldwide in their transition to becoming a smart sustainable city and reaching the Sustainable Development Goals, particularly SDG 11.
- (b) OiER will continue to promote the U4SSC Key Performance Indicators for Smart Sustainable Cities project, increasing its global outreach particularly to the private sector and improving its performance through the United for Smart Sustainable Cities Implementation Programme (U4SSC-IP).
- (c) ITU will continue to coordinate and promote the current and future activities of the U4SSC including the proposal of new deliverables, the completion of the planned deliverables and all of the upcoming meetings and events.
- (d) OiER and ITU will be committed to help cities and communities advance their digital transformation.

2. The following are considered as the primary results of the Signatories' collaboration:

- (a) Expanding the outreach and contribute to the agenda of U4SSC to further promote inclusive growth and sustainable development in urban areas, ensuring the needs of urban citizens with respect to the economic, social, environment and cultural aspects are all met without compromising the future generation.
- (b) Promoting global, regional and national dialogue and cooperation on the role of ICTs and related guidelines and standards in sustainable urban development; and
- (c) Encouraging increased responsible investment and financing for accelerated achievement of the urban SDGs.

3. Without prejudice to the identification of additional areas of coordination and cooperation under this MoU, the Signatories intend to work together to achieve the following:

- (a) The development of an agreed workplan or list of priority activities for the implementation of this MoU, to be reviewed at a joint consultation between the Signatories annually;
- (b) The development and implementation of incubators, challenge programmes and projects for the identification, development and implementation of specific technologies and standards, particularly information and communications technologies, that contribute to the achievement of sustainable urban development;
- (c) The development and adoption of ITU standards and guidelines that contribute to the achievement of sustainable urban development.



ARTICLE IV

MoU-related activities of the Signatories

1. Subject to Article II, clauses (4) and (5) herein above, OiER intends to engage, *inter alia*, in the following activities:

- (a) Sharing information regarding its current work, potential projects and goals, as determined by it, so as to enable ITU to identify and propose specific joint initiatives;
- (b) Within the scope of available resources, support relevant ITU forums and initiatives, such as ITU-T Study Group 20 'Internet of Things, smart cities and communities' and the United for Smart Sustainable Cities; and
- (c) Subject to prior written agreement by the Signatories, identify opportunities for co-branding or the co-production of activities between OiER and ITU.

2. Subject to Article II, clauses (4) and (5) herein above, ITU intends to engage, *inter alia*, in the following activities:

- (a) Sharing information regarding its current work, potential projects and goals, as determined by it, so as to enable OiER to identify and propose specific joint initiatives;
- (b) Within the scope of available resources, support relevant OiER forums and initiatives; and
- (c) Subject to prior written agreement by the Signatories, identify opportunities for co-branding or the co-production of activities between OiER and ITU.

ARTICLE V

Monitoring and Evaluation

1. The Signatories will maintain regular close consultations to monitor and review the progress of activities for each joint project that maybe agreed upon.

2. The Signatories will share with each other all relevant non-confidential information and documents, including research, reports and any other information related to the activities, outputs and finally impact of this collaboration.

3. The Signatories may, wherever possible and as appropriate, undertake joint official missions with respect to the implementation of this MoU.

ARTICLE VI

Termination

1. This MoU may be terminated by either Signatory giving the other Signatory a written notice of thirty (30) days prior to its intention to terminate. In the event of termination, the Signatories will take the appropriate steps to bring activities under this MoU to a prompt and orderly conclusion.



2. The termination of this MoU will not affect any other agreement already entered into by either Signatory.

ARTICLE VII **Amendments**

1. This MoU may be modified by written agreement between the Signatories hereto. Any relevant matter for which no provision is made in this MoU will be settled by the Signatories in keeping with the general objectives of the MoU and in a manner that is conducive to continued good relations.

ARTICLE VIII **Dispute Settlement**

1. The Signatories shall use their best efforts to promptly settle through direct negotiations any dispute, controversy, or claim arising out of or relating to this MoU, or any breach thereof. Any such dispute, controversy or claim which is not settled within sixty (60) days from the date either has notified the other of the dispute, controversy or claim and of measures which should be taken to rectify it, shall be referred to the Executive Heads of OiER and ITU.

ARTICLE IX **Privileges and Immunities**

1. Nothing in or relating to this MoU 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 applicable international agreements and national laws.

ARTICLE X **Use of the Name, Emblem or Media**

1. Neither Signatory will use the name or emblem of the other Signatory, or an abbreviation thereof, in connection with its business or otherwise, without the express prior written permission by a duly authorized representative of the Signatory in each case.
2. Neither Signatory has the authority, express or implied, to make any public statement on behalf of other Signatory and all press releases issued in relation to this MoU shall be approved in writing in advance by the Signatories before being issued, which approval shall not be unreasonably withheld.

ARTICLE XI **Notices**

1. Any notice required to be given by either Signatory under this MoU will be given in writing, and

will be deemed given when actually received by the other Signatory, to the following addresses:

<u>To OiER</u>	<u>To ITU:</u>
For Operational Matters:	For Operational Matters:
Name: Kari Eik	Name: Cristina Bueti
Title: Secretary General	Title: Counsellor, ITU-T Study Group 20
Address: Organization for International Economic Relations (OiER) Oppolzergasse 6, 9A 1010/Vienna Austria	Address: International Telecommunication Union (ITU) Place des Nations 1211 Geneva 20. Switzerland.
Telephone Number: +43 1 532 22 66	Telephone Number: +41 795991458
Email: kari.eik@oier.pro	Email: cristina.bueti@itu.int

ARTICLE XII

Copyright, Patents and Proprietary Rights

1. The Signatories acknowledge that neither Signatory will gain, by virtue of this MoU, any intellectual property or proprietary rights owned by the other. If the Signatories decide to engage in joint development of intellectual property or other proprietary rights, the Signatories must, prior to engaging in such activities, negotiate in good faith a signed, written agreement regarding the ownership and license rights (if any) of any intellectual property that may be jointly created.

ARTICLE XIII

Officials not to Benefit

1. OiER and ITU acknowledge that they have not and will not offer any direct or indirect benefit arising from or related to the implementation of this MoU or the award thereof to any representative, official, employee or other agent of the other Signatory. The Signatories acknowledge that any breach of this provision is a breach of an essential term of this MoU.

ARTICLE XIV

Conflict of Interest

1. The Signatories hereto acknowledge that at the time of signing this MoU no conflict of interest exists or is likely to arise in the implementation of its obligations under this MoU.

2. If a conflict of interest arises or appears likely to arise during the duration of this MoU, the



Signatories hereto will:

- (a) Immediately notify each other;
- (b) Make full disclosure of all relevant information relating to the conflict, subject to applicable laws and professional standards; and
- (c) Take such steps as reasonably required to resolve or otherwise deal with the conflict.

ARTICLE XV

Legal Status of the Signatories

1. Nothing contained in or relating to this MoU will be construed to create a partnership, a joint venture, employment or agency relations between the Signatories.
2. The officials, representatives, employees, or subcontractors of either Signatory will not be considered in any respect as being employees or agents of the other Signatory.
3. The collaboration between the Signatories under this MoU shall be on a non-exclusive basis.
4. Nothing in this MoU creates or is intended to create any legally binding enforceable rights or obligations on the Signatories.

ARTICLE XVI

Effectiveness of the MoU

This MoU become effective upon signature by the authorized representatives of the Signatories, being effective from the date of the latest signature, and shall remain valid for a period of twenty-four (24) months from the effective date of this MoU, unless earlier terminated by either Signatory in accordance with Article VI ("*Termination*") above.

ARTICLE XVII

Entire Understanding

This MoU constitutes the entire understanding of OiER and ITU with respect to its subject matter and supersedes all oral communications and prior written documents.

ARTICLE XVIII

Signatures - Counterparts

This MoU may be executed by facsimile or by electronic signature and in counterparts, each of which (including signature pages) will be deemed an original, but all of which together will constitute one and the same instrument.



IN WITNESS WHEREOF, the undersigned, duly appointed representatives of the Signatories have signed this MoU on the date(s) herein below indicated.

OiER

Organization for International
Economic Relations

est. 1947



For OiER	For ITU
 <hr/> <p>Kari Eik Secretary General</p> <p>Place: <u>Oslo, Norway</u></p> <p>Date: <u>20/8.2021</u></p>	 <p>Digitally signed by Chaesub Lee Date: 2021.08.10 16:31:46 +02'00'</p> <hr/> <p>Chaesub Lee Director of the Telecommunication Standardization Bureau</p>