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**MEMORANDUM OF UNDERSTANDING**

**between the**

**International Telecommunication Union**

**and the**

**International Amateur Radio Union**

**for**

**Cooperation in Disaster Preparedness and Response through Emergency  
Telecommunications and Global Information Systems**

WHEREAS The International Amateur Radio Union (hereinafter referred to as the "IARU") having its seat located at Newington, CT 06131-0905, P.O. Box 310905, United States, is an international non-governmental organization which has as its objectives the protection, promotion, and advancement of the Amateur and Amateur-Satellite Services within the framework of regulations established by the International Telecommunication Union and serves as the Federation of National Amateur Radio Societies;

WHEREAS the International Telecommunication Union (hereinafter referred to as the "ITU") having its seat located at Place des Nations, CH-1211, Geneva 20, Switzerland, is an international organization and a specialized agency of the United Nations created with the objective of facilitating peaceful relations, international cooperation among peoples and economic and social development by means of efficient telecommunication services with the purpose among others, of fostering international cooperation in the delivery of technical assistance to the developing countries to promote the development of their telecommunication networks and services, while taking into account the priority of telecommunications in securing human life;

*Alv*

CONSIDERING that IARU's work contributes to disaster management and, in the event of an emergency, IARU can devote the full resources of its networks and the skills of the operators of the Amateur Radio Services to help maintain vital communications so first responders and critical personnel can more efficiently manage the crisis;

CONSIDERING FURTHER that members of the Amateur Service and their equipment are already deployed on the ground and are easy to mobilize for disaster response for use especially in the immediate aftermath of disasters;

RECALLING that IARU has been involved in ITU work as a member of both ITU's Radiocommunication Sector (ITU-R) and its Telecommunication Development Sector (ITU-D) and has worked with ITU on various regional initiatives;

RECOGNIZING the significant role of emergency telecommunication in disaster management and the mandate of ITU to assist countries to study, plan and establish emergency telecommunication systems including the use of global information systems and any other related technologies;

NOW THEREFORE, in recognition of the critical role that ITU and IARU (hereinafter referred to collectively as the "Parties") play in disaster response/relief through emergency telecommunication systems, the Parties have agreed to enter into this Memorandum of Understanding (hereinafter referred to as the "MoU") under the terms and conditions set out below.

### **Article 1 Objective and Legal Scope**

- 1.1 The objective of this MoU is to establish collaborative linkages between the Parties, in the area of emergency telecommunication systems and amateur radio communications in accordance with their prevailing rules and regulations and on the basis of mutual benefit.
- 1.2 This MoU is a preliminary, non-binding statement of mutual intentions of the Parties. Any binding commitment or legal obligation with respect to the implementation of this MoU will require the execution of a separate and formal agreement between the Parties.

### **Article 2 Areas of Cooperation**

The areas of cooperation may include, but are not limited to, the following:

- 2.1 Promotion by the Parties of each other's activities related to disaster relief/response.
- 2.2 Organization of joint events to promote disaster preparedness by countries.
- 2.3 Coordination of disaster relief activities, including resource sharing during disaster relief activities.
- 2.4 Implementation of joint projects to be defined from time to time in the future.



**Article 3**  
**Roles of the Parties**

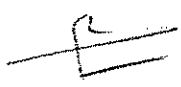
- 3.1 In accordance with its mandate and its own Rules, Regulations and procedures, ITU's role would be:
- 3.1.1 to implement joint projects/activities with IARU based on project documents entered into by the Parties from time to time including joint presentations on emergency communications;
  - 3.1.2 to share information with IARU on telecommunications/ICT and use of radio amateur resources before, during and in the aftermath of disasters to allow the Parties to make informed decisions on sharing available resources;
  - 3.1.3 to link the websites of the Parties on emergency telecommunications and amateur radio communications;
  - 3.1.4 to work with IARU and national telecommunications regulatory entities on matters related to use of amateur radio resources for disaster management;
  - 3.1.5 to work with IARU in mobilizing resources from other partners who could contribute to and enhance the work of the Parties;
  - 3.1.6 to implement telecommunications/ICT joint projects with IARU that will enhance access to information related to disaster preparedness and disaster relief.
- 3.2 IARU's role would be:
- 3.2.1 to implement joint projects/activities with ITU based on project documents entered into by the Parties from time to time including joint presentations on emergency communications;
  - 3.2.2 to display ITU's logo in its press releases related to natural disaster response/relief operations where ITU and IARU act in a coordinated manner, subject to prior written approval of ITU;
  - 3.2.3 to share information on new and emerging technologies that can enhance the work of the Parties;
  - 3.2.4 to link IARU's website to ITU's website on emergency telecommunications and amateur radio communications.

**Article 4**  
**Additional Partners**

If at any time during the implementation of this MoU, it is agreed by the Parties that the association of a third party proposed by either of the Parties to this MoU will strengthen the process of achieving the objective of this MoU, then that/those third party(ies) may be formally associated with this MoU as mutually agreed.

**Article 5**  
**Assignment or Transfer to Third Parties**

The role and responsibilities of the Parties under this MoU are not assignable or transferable except as provided herein. Any attempt to assign or transfer, including by operation of law, is void unless there is the prior written approval of both Parties.



**Article 6**  
**Financial Obligations**

Financial obligations in carrying out the roles delineated in this MoU will be determined by the Parties through mutual consultation and formal agreement on a case by case basis, in accordance with the Rules, Regulations and procedures of each Party. This MoU does not impose any financial obligations on either Party in the absence of a separate formal agreement.

**Article 7**  
**Settlement of Disputes**

The Parties confirm that they will exercise good faith efforts to resolve any dispute between them arising from or in connection with this MoU through mutual negotiation and agreement.

**Article 8**  
**Entry into Force, Duration and Termination**

This MoU enters into force on the date of its signature by both Parties and remains in effect unless terminated by either Party with advance written notice to the other. It will terminate sixty (60) days after receipt of such notice. Notwithstanding its termination, the provisions of this MoU will survive to the extent necessary to permit an orderly settlement of accounts between the Parties and to bring ongoing activities to a proper close.

**Article 9**  
**Confidentiality**

Each Party agrees to treat with the utmost confidentiality all documents, information and/or data obtained in the course of the execution of this MoU and deemed confidential by the other Party.

**Article 10**  
**Amendments**

This MoU can be amended at any time by written agreement signed by the Parties.

**Article 11**  
**Privileges, Immunities and Facilities of ITU**

Nothing in this MoU may be interpreted or construed as a waiver, express or implied, or a modification, of the privileges, immunities and facilities which ITU enjoys by virtue of the international agreements and national laws applicable to it.



**Article 12**  
**Channel of Communication and Notice**

12.1 For the purpose of facilitating the implementation of the working arrangements to be established by the Parties in the framework of this MoU, the channel of communication for the Parties will be:

12.1.1 For ITU

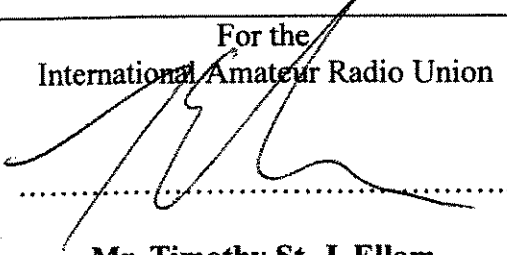

Attn: Mr. Cosmas L. Zavazava  
Head, Least Developed Countries, Small Island Developing States, and  
Emergency Telecommunications  
Telecommunication Development Bureau  
International Telecommunication Union  
Place de Nations, 1211 Geneva 20, Switzerland

12.1.2 For IARU

Attn: Mr. David Sumner  
Secretary  
International Amateur Radio Union  
P.O. Box 310905  
Newington, CT 06131-0905  
United States

12.2 Either Party may, by notice in writing to the other Party, designate additional representatives or substitute other representatives for those designated in this Article.

IN WITNESS WHEREOF, the Parties hereto, each acting through its duly authorized representative, have signed this MoU in two (2) originals in the English language.

<p>For the International Amateur Radio Union</p>  <p>.....</p> <p><b>Mr. Timothy St. J. Ellam</b> Vice President</p>	<p>For the International Telecommunication Union</p>  <p>.....</p> <p><b>Mr. Sami Al Basheer Al Morshid</b> Director Telecommunication Development Bureau</p>
Place: Geneva	Place: Geneva
Date: <i>11 December 2007</i>	Date: <i>11/12/07</i>