Memorandum of Understanding
between the
Association of Southeast Asian Nations ("ASEAN")
and the
International Telecommunication Union ("ITU")
on
Joint Cooperation in Information and Communication Technology Development

The **Association of Southeast Asian Nations ("ASEAN")** in this matter represented by the Governments of Brunei Darussalam, the Kingdom of Cambodia, the Republic of Indonesia, the Lao People's Democratic Republic, Malaysia, the Republic of the Union of Myanmar, the Republic of the Philippines, the Republic of Singapore, the Kingdom of Thailand, and the Socialist Republic of Viet Nam (collectively referred to as "ASEAN Member States", or individually as "ASEAN Member State") as one "Participant",

and

the **International Telecommunication Union** (hereinafter referred to as "**ITU**"), having its seat located at Place des Nations, CH-1211 Geneva 20, Switzerland, as the other "Participant" (collectively referred to as "the Participants");

NOTING the World Summit on the Information Society (WSIS) connectivity targets which serve as a catalyst to help realise the ASEAN Leaders' commitments and decisions to promote ASEAN connectivity and to facilitate ASEAN peoples' participation in and enjoyment of benefits from the process of ASEAN integration and community building as well as the broader Post-2015 United Nations Sustainable Development Goals;

NOTING the Connect 2020 Agenda for Global Telecommunication/ICT Development, a global agenda to shape the future of the ICT sector that was adopted at the ITU Plenipotentiary Conference (Busan, 2014), which sets out the shared vision, goals and targets that ITU Member States have committed to work towards their achievement for 2016-2019;

NOTING the ITU Asia Pacific Regional Initiatives 2015-2018 adopted during the World Telecommunication Development Conference (Dubai, 2014);

REFERRING to the completion of the ASEAN Information and Communication Technology ("ICT") Masterplan 2015 and the adoption of the subsequent Masterplan which provides a strategic approach and clear plan of action to further develop ASEAN's ICT capability;

RECOGNISING the vast potential for collaboration in advancing the shared goals of facilitating and enhancing telecommunication and ICT development in and capacity-building of the Participants by leveraging on their respective strengths and capacities;

HAVE REACHED the following understanding on this Memorandum of Understanding (hereinafter referred to as the "MoU"):

PARAGRAPH 1
Objective

The objective of this MoU is to strengthen the cooperation between the Participants in the area of information and communication technology ("ICT") development.

PARAGRAPH 2
Areas of Cooperation

2.1 The Participants will encourage, facilitate, promote and undertake joint activities that will contribute to the attainment of the ASEAN Telecommunications and Information Technology Ministers ("TELMIN") vision as well as ITU's goal to connect all the world's inhabitants to ICTs.

2.2 Considering the above, the Participants will focus on the following areas of cooperation when identifying, planning and implementing joint activities under this MoU:

1) Network Integrity and Information Security;
2) Broadband Access and Uptake in Urban and Rural Areas;
3) Digital Inclusion;
4) Telecommunication and ICT Policy Assistance;
5) Universal Service Mechanisms;
6) ICT for Disaster Management;
7) Initiatives to support a creative, innovative and green ICT sector; and
8) Initiatives to support the ASEAN ICT Masterplan.

PARAGRAPH 3
Implementation

3.1 The implementation of joint activities by the Participants is subject to the respective laws, rules, regulations, processes and national policies in force in the ASEAN Member States and the internal rules, processes and procedures of the ITU.

3.2 The Participants will undertake collaboration on the areas of cooperation provided in Paragraph 2.2 through the following activities:

1) Joint organisation of workshops and/or other capacity building activities;
2) Joint study in areas of mutual interest;
3) Joint implementation of projects; or

4) Dispatching of expert.

3.3 The implementation of specific joint activities, including their operational aspects, expected outcomes, work schedules, applicable budgets, financial and cost sharing arrangements, will be provided in separate project document(s) to be agreed upon by the Participants.

PARAGRAPH 4
Funding

4.1 The financial arrangements to cover expenses for the joint activities under this MoU will be mutually agreed upon by the Participants through consultation and formal agreement on a case-by-case basis subject to the availability of funds and personnel, and in accordance with the respective internal procedures, including financial and administrative policies of the Participants. This MoU will not in any manner represent any commitment with regard to funding on the part of any Participant.

4.2 Any Participant may, subject to the other Participant's agreement, invite other third parties to collaborate in the implementation of joint activities under this MoU to promote maximum benefits and results.

PARAGRAPH 5
Effect of the Memorandum of Understanding

This Memorandum of Understanding serves only as a record of the Participants' intentions and does not constitute or create, and is not intended to constitute or create, obligations under domestic or international law and will not give rise to any legal process and will not be deemed to constitute or create any legally binding or enforceable obligations, express or implied.

PARAGRAPH 6
Confidentiality

A Participant will not communicate, disseminate, disclose, release to any third party any confidential document, information, or data received from the other Participant in the course of the implementation of this MoU except to the extent as authorised in writing to do so by the Participant providing such document, information or data. The Participants agree that the provisions of this Paragraph will continue to apply notwithstanding the expiration or termination of this MoU.

PARAGRAPH 7
Amendments

7.1 The Participants may amend, modify or supplement all or part of this MoU by mutual consent in writing. Any amendment, modification or supplement agreed to by the Participants will be in writing.

7.2 The Participant requesting for an amendment, modification or supplement to be made to this MoU will submit that request to the other Participant at least three (3) months before the amendment, modification or supplement is intended to take effect.

7.3 All attachments appended to this MoU, including any addendums, annexes or amendments, will constitute an integral and inseparable part of this MoU.

PARAGRAPH 8
Suspension

Each Participant reserves the right, for reasons of national security, public order or public health, to suspend temporarily, either in whole or in part, the implementation of this MoU, of which suspension will be effective on the date of written notification to the other Participant through diplomatic channels.

PARAGRAPH 9
Settlement of Dispute

Any difference or dispute between the Participants concerning the interpretation or implementation or application of the provisions of this MoU will be settled amicably through mutual consultation or negotiations between the Participants, without reference to any third party or any international tribunal.

PARAGRAPH 10
Representation and address of the Participants

10.1 The Participants decide to designate the ASEAN Secretariat and the ITU Regional Office for Asia and the Pacific as their respective contact agencies responsible for coordinating the identification, implementation, and management of ICT activities under this MoU.

10.2 Subject to Paragraph 10.5, any notice to ASEAN and/or ASEAN Member States will be addressed to:

Association of Southeast Asian Nations
ASEAN Secretariat
Attention: Head of Infrastructure Division,
Directorate of Finance, Industries and Infrastructure,
ASEAN Economic Community Department
70A Jl. Sisingamangaraja
Jakarta 12110
Indonesia
Tel: +62 – 21 – 726 2991, 7243372
Fax: +62 – 21 – 7398234, 7243504

10.3 The ASEAN Secretariat will promptly circulate to ASEAN Member States certified copies of any notice addressed to ASEAN Member States which the ASEAN Secretariat has received by virtue of Paragraph 10.2.

10.4 Any notice to ITU will be addressed to:

International Telecommunication Union (ITU)
Telecommunication Development Bureau (BDT)
Attn: Regional Director,
ITU Regional Office for Asia and the Pacific
89/2 Chaengwattana Road, Laksi
Bangkok 10210
Thailand
Tel: +66 2 574 8565
Fax: +66 2 5749328

10.5 Any Participant may, by notice in writing to the other Participant, designate additional representatives or substitute other representatives for those designated in this Paragraph.

PARAGRAPH 11
Privileges, Immunities and Facilities of the Parties

Nothing in this MoU may be interpreted or construed as a waiver, expressed or implied, or a modification, of the privileges, immunities and facilities which the Participants enjoy by virtue of applicable respective international agreements and national laws.

PARAGRAPH 12
Entry into Force, Duration, Termination and Withdrawal

12.1 This MoU will come into effect on the date of its signing and will continue in effect for a period of three (3) years. Thereafter, this MoU may be extended for additional periods subject to the agreement of the Participants, such agreement to be evidenced by way of exchange of letters.

12.2 Either Participant may at anytime terminate this MOU by giving at least six (6) months written notice to the other Participant.

12.3 The termination of this MoU shall not affect any agreement or undertaking concluded or entered into prior to the termination of this MoU.

12.4 For ASEAN, this MoU will be deposited with the Secretary-General of ASEAN who will promptly circulate certified copies thereof to the ASEAN Member States.

IN WITNESS WHEREOF, the undersigned, duly authorised thereto by the respective governments of the ASEAN Member States and the ITU, have signed this MoU.

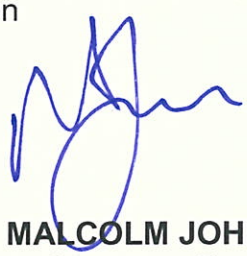
DONE AT Da Nang this 26th day of November in the year two thousand and fifteen in two (2) original copies in the English language.

For the Government of Brunei Darussalam



H.E. DATO MUSTAPPA SIRAT
Minister of Communications

For the International Telecommunication Union



H.E. MALCOLM JOHNSON
Deputy Secretary-General

For the Government of the Kingdom of Cambodia



H.E. PRAK SOKHONN
Minister of Posts and Telecommunications

For the Government of the Republic of Indonesia



H.E. RUDIANTARA
Minister of Communication and Information Technology

For the Government of Lao People's Democratic Republic



H.E. DR. THANSAMAY KOMMASITH
Vice Minister of Post and Telecommunications

For the Government of Malaysia

H.E. SENATOR DR. SALLEH SAID
Minister of Communications and Multimedia

For the Government of the Republic of the Union of Myanmar

H.E. U ZAY YAR AUNG
Union Minister of Communications and Information Technology

For the Government of the Republic of the Philippines

H.E. MARIO G. MONTEJO
Secretary of the Department of Science and Technology

For the Government of the Republic of Singapore

H.E. DR. YAACOB IBRAHIM
Minister for Communications and Information

For the Government of the Kingdom of Thailand

H.E. DR. UTTAMA SAVANAYANA
Minister of Information and Communication Technology

For the Government of the Socialist Republic of Viet Nam

H.E. DR. NGUYEN BAC SON
Minister of Information and Communications