

No. 1078

**INTERNATIONAL TELECOMMUNICATION UNION
and
UNITED NATIONS EDUCATIONAL,
SCIENTIFIC AND CULTURAL ORGANIZATION**

**Cooperation Agreement. Signed at Geneva on 17 August 1992
and at Paris on 2 October 1992**

Authentic text: French.

*Filed and recorded at the request of the International Telecommunication
Union on 14 July 1993.*

**UNION INTERNATIONALE
DES TÉLÉCOMMUNICATIONS
et
ORGANISATION DES NATIONS UNIES
POUR L'ÉDUCATION, LA SCIENCE
ET LA CULTURE**

**Accord de coopération. Signé à Genève le 17 août 1992 et à
Paris le 2 octobre 1992**

Texte authentique : français.

*Classé et inscrit au répertoire à la demande de l'Union internationale des
télécommunications le 14 juillet 1993.*

[TRANSLATION¹ — TRADUCTION²]COOPERATION AGREEMENT³ BETWEEN THE UNITED NATIONS EDUCATIONAL, SCIENTIFIC AND CULTURAL ORGANIZATION AND THE INTERNATIONAL TELECOMMUNICATION UNION

The United Nations Educational, Scientific and Cultural Organization (UNESCO) and the International Telecommunication Union (ITU),

Considering that UNESCO was created for the purpose of advancing, through educational and scientific and cultural cooperation between the peoples of the world, the objectives of international peace and of the common welfare of mankind for which the United Nations Organization, in conformity with its Charter, was established;

Considering that, under Article 1, paragraph 2 (a) of its Constitution,⁴ UNESCO is required to “collaborate in the work of advancing the mutual knowledge and understanding of peoples, through all means of mass communication and to that end recommend such international agreements as may be necessary to promote the free flow of ideas by word and image” and that, under Article XI of the said Constitution, “this Organization may co-operate with other specialized intergovernmental organizations and agencies whose interests and activities are related to its purposes”;

Bearing in mind resolution 4/21⁵ adopted by the UNESCO General Conference at its twenty-first session (Belgrade, 1980) establishing, within the framework of UNESCO, the International Programme for the Development of Communication (IPDC) and inviting the appropriate international organizations to cooperate extensively between themselves and with UNESCO in the field of communication development and to lend their support to the activities of the Programme, bearing in mind that the attainment of its objectives calls for the cooperation of all those interested and concerned;

Bearing in mind further, with regard to informatics and in particular UNESCO’s Intergovernmental Informatics Programme (IIP), the ECOSOC resolution which invites UNESCO, ITU and UNIDO to cooperate in this field (E/REF/1990/58);⁶

Considering also that, under Article 4 of the International Telecommunication Convention (Nairobi, 1982),⁷ the purposes of the ITU are: to maintain and extend international cooperation between its Members for the improvement and rational use of telecommunications of all kinds, as well as to promote and to offer technical

¹ Translation supplied by the International Telecommunication Union.

² Traduction fournie par l’Union internationale des télécommunications.

³ Came into force on 25 March 1993, the day following the date of the exchange of the formal instruments of confirmation, in accordance with article 12.

⁴ United Nations, *Treaty Series*, vol. 4, p. 275.

⁵ *Ibid.*, *Acts of the General Conference, Twenty-first Session*, Belgrade, 1980 (21/C/Res.4/21), vol. 1.

⁶ *Ibid.*, *Official Records of the Economic and Social Council, Second Organizational Session of 1990, Supplement No. 1 A (E/REF/1990/58)*, p. 8.

⁷ United Nations, *Treaty Series*, vol. 1531, No. I-26559.

facilities and their most efficient operation with a view to improving the efficiency of telecommunication services, increasing their usefulness and making them, so far as possible, generally available to the public; and to harmonize the actions of nations in the attainment of those ends;

Considering further that, in order to promote complete international coordination on matters affecting telecommunication, the ITU cooperates with international organizations having related interests and activities (Article 40 of the said Convention);

Bearing in mind Resolution no. 25 adopted by the ITU Plenipotentiary Conference (Nice, 1989) concerning the “International Programme for the Development of Communication” and the importance of communication, telecommunications and informatics for the socio-economic and cultural development of nations;

Seeking to strengthen, in their respective areas of competence, cooperation between themselves in the fields of communication, telecommunications and informatics, in particular through the establishment of cooperation machinery for the coordinated implementation, supervision and evaluation of their projects and activities in those fields.

Have agreed as follows:

Article 1

EXCHANGE OF INFORMATION AND DOCUMENTS

The Parties shall regularly provide each other with information about activities and programmes of common interest by sending each other all the related reports, publications and documents, including relevant statistical data.

Article 2

JOINT STUDIES AND PUBLICATIONS

2.1. While remaining within their respective areas of competence, the Parties shall consider the possibility of preparing joint studies and publications on subjects of common interest.

2.2. They shall consult each other on the joint establishment and financing of such master plans for communication, telecommunications or informatics as may be requested by one or more of their Member States, provided that the establishment of such master plans comes within their respective areas of competence and that the necessary funds are secured in advance.

2.3. Each Party shall invite the other to assist in carrying out such preparatory or feasibility studies in the fields of communication, telecommunications or informatics as may be requested by any of their Member States, provided that the subject matter comes within their respective areas of competence and that the necessary funds are secured in advance. The cost of such studies shall be shared on the basis of prior written agreement between the Parties.

2.4. As and when necessary for applying the provisions of this Article, the Parties shall, according to the means at their disposal, provide each other with assistance in the form of manpower and/or logistic support through their headquarters and/or their regional offices or representatives.

Article 3

SYMPOSIA, CONFERENCES, MEETINGS, SEMINARS AND WORKSHOPS

3.1. The Parties shall provide each other with information about the symposia, conferences, meetings, seminars and workshops they are called upon to organize in the fields of communication, telecommunications or informatics. Subject to the relevant provisions of their respective regulations, they shall invite each other to participate in these events under conditions to be agreed in advance.

3.2. Should symposia, conferences, meetings, seminars or workshops be organized jointly by the Parties, the latter shall determine, in advance and on a case-by-case basis, their respective shares of the financing involved and their respective responsibilities and obligations with regard to the distribution of work, manpower, logistic support, etc.

Article 4

PROJECTS

4.1. Any project that one of the Parties is called upon to undertake within its area of competence and which has specific elements coming within the purview of the other Party shall be submitted to the latter for consideration of possible joint implementation or partial participation.

4.2. In the event of joint implementation of or partial participation in such a project, all the relevant details — including cost-sharing arrangements and a precise statement of the maximum costs to be borne by each of the Parties — shall be set out in a project document to be signed by the duly authorized representatives of both Parties before the project is implemented. The project document shall contain a specific reference to this Agreement.

Article 5

SOURCES OF FINANCING

5.1. Appropriate sources of financing (internal funds, fund-in-trust, UNDP, development banks, etc.) shall be sought by the Parties for those of the activities covered by the provisions of this Agreement which they agree to carry out jointly, in accordance with a mutually agreed plan and schedule drawn up for each activity. The Parties shall periodically provide each other with information about measures taken and results obtained; it is understood between them that no such activity shall be implemented until it has been fully funded.

5.2. Any ITU project submitted to the IPDC Council of the IIP Intergovernmental Committee and approved by either body shall be financed in accordance with a detailed schedule and operating plan proposed by the ITU.

Article 6

COOPERATION MACHINERY

On the basis of this Agreement and upon its entry into force, the Parties agree to set up cooperation machinery for the effective coordination, supervision and evaluation of their activities within the framework of the Agreement. They under-

take thereafter to consult each other regularly on the workability and effectiveness of the machinery and to improve it as required.

Article 7

IMPLEMENTATION OF THE AGREEMENT

7.1. In addition to the cooperation machinery provided for in Article 6 above, the Director-General of UNESCO and the Secretary-General of the ITU may enter into such supplementary arrangements for the implementation and application of this Agreement as they may deem necessary.

7.2. Both this Agreement and any supplementary arrangements made under paragraph 7.1 above shall apply both to relations between administration at the respective headquarters of the two Parties and to relations between their established regional offices or representatives.

Article 8

NOTIFICATIONS TO THE UNITED NATIONS (UN)

8.1. Pursuant to the relevant provisions of their respective agreements with the United Nations, the Parties shall notify the contents of this Agreement, when concluded, to the Economic and Social Council.

8.2. Following its entry into force under the provisions of Article 12 below, this Agreement shall be forwarded jointly by the two Parties to the Secretary-General of the United Nations for custody and registration in accordance with Article 10 of the Regulations adopted by the United Nations General Assembly on 14 December 1946¹ to give effect to Article 102 of the Charter of the United Nations.

Article 9

AMENDMENTS

This Agreement may only be modified by written agreement between the Parties; any such amendment shall become an integral part of the Agreement, to which it shall be annexed, and shall be subject to the provisions of Article 8 above.

Article 10

SETTLEMENT OF DISPUTES

10.1. Any relevant question not covered by this Agreement, any other controversy or any dispute which may arise between UNESCO and the ITU concerning the interpretation or application of the Agreement shall be settled by negotiation between the Parties.

10.2. Any individual agreement concluded between the Parties in implementation of this Agreement shall, at the request of either Party, provide for the settlement of any dispute arising between them with regard to the interpretation or application of the said agreement. Such disputes may, *inter alia*, be settled by arbitration.

¹United Nations, *Treaty Series*, vol. 859, p. VIII.

Article 11

TERMINATION OF THE AGREEMENT

11.1. This Agreement may be terminated by either Party by written notice to the other and shall terminate sixty days after receipt of such notice, it being understood, however, that such termination shall only affect activities previously undertaken and under way if both Parties give their consent.

11.2. Notwithstanding its termination, the provisions of this Agreement shall survive to the extent necessary to permit an orderly settlement of accounts between the Party and any other bodies concerned and to bring ongoing activities to a proper close.

Article 12

ENTRY INTO FORCE AND VALIDITY

This Agreement shall enter into force on the day following the exchange between the Parties of the instruments relating to the acts of formal confirmation by UNESCO and by the ITU and in accordance with the terms stipulated in those instruments. It shall remain in force for four years unless terminated beforehand by one of the Parties in accordance with Article 11 above. In the course of the final twelve months of this four-year period, the parties shall agree in writing on whether or not to extend the validity of this Agreement for a further four-year period.

IN WITNESS THEREOF, the undersigned, being duly authorized, have signed the present Agreement, in duplicate, in French, on the dates and at the places indicated below.

For the United Nations Educational,
Scientific and Cultural Organization:

Signature : [Signed]

Name : FREDERICO MAYOR

Title : Director-General

Signed on : 2 October 1992

At : Paris

For the International
Telecommunication Union:

Signature : [Signed]

Name : PEKKA TARJANNE

Title : Secretary-General

Signed on : 17 August 1992

At : Geneva