

No. 1162

**UNITED NATIONS
and
INTERNATIONAL BANK
FOR RECONSTRUCTION AND DEVELOPMENT**

**Memorandum of Understanding concerning the use of the
United Nations Telecommunications Network. Signed at
Washington on 11 November 1996**

Authentic text: English.

Filed and recorded by the Secretariat on 11 November 1996.

**ORGANISATION DES NATIONS UNIES
et
BANQUE INTERNATIONALE
POUR LA RECONSTRUCTION
ET LE DÉVELOPPEMENT**

**Mémorandum d'entente relatif à l'emploi du réseau de télé-
communications de l'Organisation des Nations Unies.
Signé à Washington le 11 novembre 1996**

Texte authentique : anglais.

Classé et inscrit au répertoire par le Secrétariat le 11 novembre 1996.

MEMORANDUM OF UNDERSTANDING¹ BETWEEN THE UNITED NATIONS AND THE WORLD BANK CONCERNING THE USE OF THE UNITED NATIONS TELECOMMUNICATIONS NETWORK

The United Nations and the International Bank for Reconstruction and Development ("the World Bank"), hereafter referred to, where appropriate, as the "Parties" or "Organizations",

Noting that the World Bank is a specialized agency of the United Nations,

Desiring to enhance the use of telecommunications for carrying out the Organizations' official functions, including, but not limited to, maintaining international peace and security, developing international cooperation in various fields, reconstruction, development, technical assistance, or peacekeeping, as applicable,

Recognizing the importance of implementing a global telecommunications system in order to more efficiently serve those functions within the territories of certain nations that are members of either or both organizations,

Desiring to avoid duplication and to maximize benefits from the joint use of the United Nations telecommunications network,

Recalling the 1947 Agreement between the United Nations and the International Telecommunication Union (ITU),²

Recalling the 1984³ (amended in 1993)⁴ Agreement for the leasing of space segment capacity between the United Nations and the International Telecommunications Satellite Organization (INTELSAT),

Recalling General Assembly resolution 48/262 of 14 July 1994, "United Nations telecommunications system",⁵

Recalling relevant ITU resolutions concerning the use of the United Nations telecommunications network for the telecommunication traffic of the specialized agencies,

¹ Came into force on 11 November 1996 by signature.

² United Nations, *Treaty Series*, vol. 30, p. 315.

³ *Ibid.*, vol. 1365, p. 307.

⁴ *Ibid.*, vol. 1714, No. B-926.

⁵ United Nations, *Official Records of the General Assembly, Forty-eighth Session, Supplement No. 49 (A/4849)*, vol. 1, p. 51.

Recalling Article X, Section 1, of the Agreement between the United Nations and the International Bank for Reconstruction and Development,¹ approved by the United Nations General Assembly on 15 November 1947 and the Board of Governors of the International Bank for Reconstruction and Development on 16 September 1947, which provides that the Parties "will consult from time to time concerning personnel and other administrative matters of mutual interest, with the view... to assuring the most efficient use of the services and facilities of the two organizations" and that such consultations "shall include determination of the most equitable manner in which special services furnished by one organization to the other shall be financed," and

Desiring to record the understandings of the Parties resulting from such consultations in this Memorandum of Understanding,

Have agreed as follows:

Article I

For purposes of this Memorandum of Understanding:

(a) the term "United Nations Telecommunications Network" or the "Network" means the satellite and other capacity and telecommunications facilities used for telecommunications services provided to the Organizations, and includes such telecommunications services;

(b) the term "telecommunications facilities" means earth stations and any ancillary equipment necessary for the provision of telecommunications services to the Organizations.

Article 2

The Parties shall cooperate in the use of the United Nations Telecommunications Network (hereafter - the "Network") under the terms and conditions established by this Memorandum of Understanding, including any Supplemental Agreements of the Parties regarding the Network (hereafter - "Supplemental Agreements").

Article 3

1. The World Bank recognizes that INTELSAT has leased to the United Nations space segment capacity for purposes of the United Nations Telecommunications Network and that the United Nations has agreed to allow the World Bank to use the Network, including any portion thereof, in accordance with the terms of this Memorandum of Understanding, and Supplemental Agreements, as applicable.

¹United Nations, *Treaty Series*, vol. 16, p. 341.

2. The Parties shall operate the telecommunications facilities in accordance with the Constitution and the Convention of the ITU,¹ the International Telecommunication Regulations and the Radio Regulations, as well as relevant ITU resolutions.

Article 4

The United Nations authorizes the World Bank to acquire, establish and operate, under the United Nations general supervision, telecommunications facilities of the Network at locations agreed upon by the Parties on mutually acceptable terms.

Article 5

At locations where both Parties use telecommunications facilities of the Network, they shall use them jointly on mutually acceptable terms as incorporated into a Supplemental Agreement.

Article 6

At locations where only one of the Parties operates telecommunications facilities of the Network, the other Party shall have the right to use those facilities on mutually acceptable terms, particularly in respect of urgent humanitarian or similar situations.

Article 7

The United Nations shall continue to lease space segment capacity and telecommunications services for the Network on the basis of the Agreement for the leasing of space segment capacity between the United Nations and INTELSAT of 18 August 1984, as amended.

Article 8

The Parties shall cooperate with each other in obtaining, from local authorities, appropriate clearances (including necessary licenses or permits) required for the acquisition, establishment and operation of telecommunications facilities of the Network. In any given country, except as may otherwise be agreed, the United Nations shall either assume primary responsibility for obtaining the appropriate clearances for the Network or authorize the World Bank to obtain such clearances on behalf of the United Nations, in which case the United Nations shall provide the World Bank with appropriate assistance.

¹ United Nations, *Treaty Series*, vols. 1825/1826, No. I-31251.

Article 9

The costs of the procurement, transportation and installation, placing in service, operation and maintenance of a telecommunications facility shall be shared on an equitable basis as agreed to by the Parties in a Supplemental Agreement.

Article 10

Each Party shall indemnify, hold and save harmless the other Party, and such other Party's officials, agents, servants and employees from all suits, claims, demands and liability of any nature or kind, including their costs and expenses, arising out of its own acts or omissions or those of its employees, agents or subcontractors, in the implementation of this Memorandum of Understanding or any Supplemental Agreement, except as otherwise provided. The obligations under this Article do not lapse upon termination of this Memorandum of Understanding. Neither this Article 10 nor any other provisions of this Memorandum of Understanding or any Supplemental Agreement shall constitute or be considered to be a waiver of or a limitation upon any of the privileges and immunities of either Party, which are hereby specifically reserved.

Article 11

Any dispute between the Parties concerning the interpretation or application of this Memorandum of Understanding or of a Supplemental Agreement, which is not settled by negotiation or other agreed mode of settlement, shall be referred for final decision to a tribunal of three arbitrators, one to be named by each Party, and the third to be chosen by the first two arbitrators, or, if they should fail to agree upon a third, then by the President of the International Court of Justice. If the tribunal is not constituted within six months from the date of the request for submission of the dispute to arbitration, the appointment of arbitrators not yet appointed shall be made by the President of the International Court of Justice.

Article 12

Each Party, including its officials, agents, servants, employees or sub-contractors, shall respect and maintain the privileged and confidential nature of all official communications of the Parties over the Network.

Article 13

This Memorandum of Understanding shall be in force for 5 years and may be extended by mutual written consent of the Parties.

Article 14

This Memorandum of Understanding shall be open for signature by any specialized agency of the United Nations. After such signature, references to “party” or “parties” and to “organization” or “organizations” in the Memorandum shall include that agency, and references to “the World Bank” shall be understood, where appropriate, to refer also to that agency.

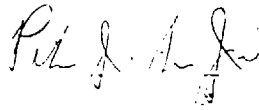
IN WITNESS WHEREOF, the undersigned duly authorized representatives have signed the present Memorandum of Understanding.

For the United Nations:



Date: 11.11.96

For the International Bank
for Reconstruction and Development:



Date: Nov. 11, 1996