



Partner's Logo

ADMINISTRATIVE AGREEMENT

Between

<THE MEMBER STATE>

and

THE INTERNATIONAL TELECOMMUNICATION UNION

Concerning

The project of National CIRT Establishment

This Administration Agreement is concluded

BETWEEN

The <Member State > (hereinafter referred to as the “Member State”); represented by
[to be completed]

AND

The **International Telecommunication Union** (hereinafter referred to as “ITU”), an intergovernmental organization and a specialized agency of the United Nations having its headquarters located at Place des Nations,.

WHEREAS the Member State requests the cooperation of ITU to obtain specialized technical assistance on establishing National Computer Incident Response Team Center (CIRT) which will operate in connection with the network of CIRTs established by the International Multilateral Partnership Against Cyber-Threats (IMPACT);

WHEREAS ITU is willing to provide such technical assistance in accordance with the terms and conditions of this Agreement;

CONSIDERING that the role of Programme 2 of the Hyderabad Action Plan is to support the ITU Member States, in particular developing countries, in addressing the issues identified at the 2010 ITU World Telecommunication Development Conference (WTDC-10) among others on establishing organizational structures, such as CIRTs, to identify, manage and respond to cyberthreats, and cooperation mechanisms at the regional and international level. Resolution 69 (WTDC-10) calls on “Creation of national computer incident response teams, particularly for developing countries, and cooperation between them”;

NOW THEREFORE, the Member State and ITU (hereinafter collectively referred to as the “Parties”) have agreed to enter into the present Administrative Agreement (hereinafter referred to as the “Agreement”).

Article 1

Purpose and implementation of the Agreement

- 1.1 This Agreement establishes the terms, conditions and procedures governing the technical assistance provided to the Member State by ITU, as described in the Project Document to be established subsequently (hereinafter referred to as "the Project").

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- 1.2 A separate Project Document will be established for each Project to be implemented in the framework of this Agreement and each Project Document shall form an integral part of this Agreement.

Article 2 Responsibilities of the Parties

2.1 Responsibilities of ITU

In accordance with its rules, policies and administrative and financial procedures, the ITU is responsible for providing assistance to the Member State as described in the Project Document. ITU shall not be held responsible for any delay in implementing the activities envisaged under this Agreement which are caused by the failure of the Member State to fulfill its responsibilities and obligations in accordance with this Agreement.

2.2 Responsibilities of the Member State

Notwithstanding the other provisions of this Agreement and those of the Project Document, the Member State is responsible for providing funds to ITU, local infrastructure, information and facilities necessary to enable proper execution of the activities described in the Project Document. The Member State is committed to keeping ITU duly informed of any measures taken for the implementation of this Agreement that may affect it.

Article 3 Financial Provisions

- 3.1 The total estimated cost of the Project (including direct costs for ITU's operational and administrative aspects) is expressed in Swiss Francs and shown in the Project Document.
- 3.2 The Member State will, for the purposes of the implementation of the Project, place at the disposal of ITU a contribution in cash the amount of which is contained in the Project Document (hereinafter referred to as "the Contribution").
- 3.3 The Contribution will be deposited to the following account within thirty (30) days following the signature of the Project Document:

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Purpose: National CIRT Establishment Project

- 3.4 Under no circumstances shall ITU enter into any commitment regarding the implementation of the activities described in the Project Document (hereinafter referred to as the “Activities”) before it has received the full Contribution. ITU will not be liable for delays in the implementation of this Agreement or of the Project due to the lack of timely payment by the Member State of the Contribution.
- 3.5 ITU shall use the Contribution for the implementation of the Project.
- 3.6 The Contribution and the Activities financed therefrom shall be administered by ITU in accordance with the applicable ITU Rules, Regulations and procedures. Accordingly, personnel shall be engaged and administered, equipment, supplies and services purchased, and contracts entered into, in accordance with the provisions of such Rules, Regulations and procedures.
- 3.7 As per the explicit demand of the Member State, for the purposes of this Agreement and its annex, ITU will, in particular, use the Contribution for the services to be provided by IMPACT.
- 3.8 All financial accounts and statements with respect to the Contribution and the Project shall be expressed in Swiss Francs.
- 3.9 ITU shall establish separate accounting records for the usage of the Contribution. The Contribution shall be subject to the internal and external auditing procedures laid down in the Financial Rules, Regulations and procedures of the ITU.
- 3.10 ITU shall charge an administrative cost of 7.5% on all expenditure made from the funds of the Contribution.
- 3.11 Any funds remaining unused after the completion of the Activities, shall be used in a manner decided by mutual written agreement between the Parties.
- 3.12 ITU shall provide the Member State with a final report and a certified financial statement of the receipt, commitment and expenditure pertaining to the Project, in accordance with ITU accounting and reporting procedures, within six (6) months after the completion of the Activities financed by the Contribution.

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Article 4
Entry into Force and Duration

This Agreement shall come into effect upon the date of its signature by both Parties hereto. Its provisions shall remain applicable until all obligations and rights of the Parties hereto have been fulfilled in accordance with its terms and conditions.

Article 5
Amendment and Termination of the Agreement

- 5.1 This Agreement may be extended or modified by written amendment agreed to, and signed by, both Parties hereto. Any such amendment shall be annexed to the present Agreement and shall form an integral part hereof.
- 5.2 This Agreement may be terminated by either Party by giving a notice to the other Party. The termination shall be effective thirty (30) calendar days after receipt of notice by the Party to whom it is addressed.
- 5.3 In case of termination of the present Agreement for whatever reason, ITU shall take all necessary steps to bring the Project under implementation to a close in a prompt and orderly manner and shall make every reasonable effort to keep the expenditures for this purpose to a minimum. ITU shall not undertake any forward commitment from the date on which a written notice of termination has been sent or received by it. Any cost incurred by such termination shall be paid from the relevant Project Budget.
- 5.4 Notwithstanding its termination, the provisions of this Agreement shall survive to the extent necessary to permit an orderly liquidation of obligations between the Parties.

Article 6
Representation and addresses of the Parties

- 6.1 Any notice to be given to either Party with respect to this Agreement shall be considered as effectively given, if delivered or sent by letter (with acknowledgement of receipt) or by fax or email addressed to either Party at the address mentioned below. Any such notice shall become effective on the day of its receipt by the Party to which it is addressed. The address of either Party may be changed by appropriate notice to the other Party.
- 6.2 Any notice to the Member State shall be addressed to:

Institution Name

Attn: Ms./Mr. ABC XYZ - Designation

National ZZZZ BBBB

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ZIP CODE, CITY, Country

Tel: + ????

Fax: + ????

Email: abc.xyz@xyc.countrycode

6.3 Any notice to ITU shall be addressed to:

International Telecommunication Union
Attn: Mr. Souheil Marine
Telecommunication Development Bureau
Place des Nations, 1211 Geneva 20, Switzerland
Tel: +41 22 730 5323
Fax: +41 22 730 5484
Email: marine.souheil@itu.int

Article 7 Force Majeure

- 7.1 In the event of a case of Force Majeure - i.e. of an event outside the control of, and which could not be reasonably foreseen by, either Party exercising due care and diligence - which may result in delays or otherwise hinder successful completion of the Project(s) under implementation in the framework of this Agreement, such an event shall be notified in writing within ten (10) working days by the Party encountering it to the other Party.
- 7.2 As soon as possible after receipt of such a notification, the Parties shall consult each other to establish the existence of Force Majeure and determine its impact on the successful completion of any of the Project(s) in course of implementation.
- 7.3 The Parties shall also decide on the necessity of termination of this Agreement or of one or more of the Project(s) under implementation. In the case of termination, the relevant provisions of paragraph 5.3. shall apply.

Article 8 Confidentiality

The Parties agree to treat with the utmost confidentiality all documents, information and/or data obtained in the course of the execution of this Agreement.

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Article 9
Default by ITU

The Member State shall notify ITU, by registered letter with acknowledgement of receipt, if it considers that ITU is not discharging its obligations under this Agreement, stating the reasons therefore. In the event that ITU does not respond to such notice within fifteen (15) working days of its receipt, the Member State may deem this Agreement terminated. In this event, ITU shall be entitled to receive the remuneration due for the Services rendered in the framework of the Project(s) under implementation up to the date of receipt of such notification and for the related costs of termination of this Agreement and/or the Project(s) in accordance with the provisions of paragraph 5.3 above.

Article 10
Settlement of Disputes

Any dispute arising from or in connection with this Agreement or the Project Document, shall be settled directly by negotiation between the Parties hereto or by such other means as the Parties agree to in writing.

Article 11
Rights and obligation of the Parties

The rights and obligations of each Party shall be limited to the terms and conditions of the present Agreement and the Project Document.

Article 12
Privileges, Immunities and Facilities

- 12.1 ITU is an intergovernmental organization and a United Nations specialized agency and, as such, enjoys the privileges, immunities and facilities derived from this status, as recognized by the applicable international agreements and by relevant national laws.
- 12.2 Nothing in or relating to this Agreement shall be deemed a waiver, express or implied, of any privileges, immunities and facilities of the ITU.

Article 13
Entire Agreement

The terms and conditions stated herein represent the entire agreement between the Member State and ITU. This Agreement contains all covenants, stipulations and provisions agreed by the Parties. No agent or representative of either Party has authority

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to make, and the Parties shall not be bound by or be liable for, any statement, representation, promise or agreement not set forth herein.

Article 14
Assignment

Neither Party to this Agreement shall in any way assign the present Agreement or transfer all or part of its obligations hereunder to any third person or entity other than those expressly mentioned in this Agreement without the prior written agreement of the other Party.

IN WITNESS THEREOF, the undersigned, being duly authorized representatives of the Parties hereto have signed this Agreement in two (2) original copies, in the English language,

For <Member State >

For the International Telecommunication
Union

Ms./Mr. ABC XYZ
<Title>

Dr. Hamadoun I. Touré
Secretary-General

Place: _____

Place: _____

Date: _____

Date: _____

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