



XXX Flag

ADMINISTRATIVE AGREEMENT

Between

THE **GOVT AGENCY ON BEHALF OF THE GOVERNMENT OF
XXX**

and

THE INTERNATIONAL TELECOMMUNICATION UNION

Concerning

The project of National CIRT Establishment

This Administrative Agreement is concluded

BETWEEN

The **Govt Agency**, for and on behalf of the **Government of the XXX**, a Member State of the ITU (hereinafter referred to as the “**Member State**”);

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, Geneva, Switzerland

WHEREAS the Member State requests the cooperation of ITU to obtain specialized technical assistance on establishing a National Computer Incident Response Team Center (the “CIRT Center”) which will operate in connection with the network of Computer Incident Response Team Centers (CIRTs) established by ITU;

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 2014 ITU World Telecommunication Development Conference (WTDC-14) 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-14) 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 this “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 in connection with the establishment of the CIRT Center, as described in the Project Document attached hereto as Annex 1 (hereinafter referred to as "the Project").

- 1.2 A separate project document will be established for each other project, if any, to be implemented in the framework of this Agreement and each such 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, regulations, policies and administrative and financial procedures, the ITU is responsible for providing assistance to the Member State as described in this Agreement and the Project Document. ITU shall not be held responsible for any failure or delay in implementing the activities envisaged under this Agreement or the Project Document which is caused by the failure or delay of the Member State to fulfill its responsibilities and obligations in accordance with this Agreement or the Project Document. ITU shall perform the services as outlined in the Project Document in keeping with international best practice and in accordance with the terms of 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 to ITU funds in accordance with Article 3 of this Agreement, local infrastructure, information and facilities, local staff and other resources necessary to enable proper execution of the activities described in this Agreement and 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 the administrative and operational services cost) 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 in Swiss Francs to the following account within thirty (30) days following the signature of this Administrative Agreement and the attached Project Document:

Account Name: International Telecommunication Union

UBS SA
Case Postale 2600
CH - 1211 Genève 2 (Suisse)
SWIFT Code: UBSWCHZH80A
Account No.: 240-C8108400.2
IBAN: CH58 0024 0240 C810 8400 2
Purpose: National CIRT Establishment
Project in XXX

- 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 Contribution in full from the Member State. ITU will not be liable for any failures or delays in the implementation of this Agreement or of the Project due to the lack of timely or complete payment by the Member State of the Contribution.
- 3.5 ITU shall use the Contribution for the sole purpose of 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 shall be purchased, and contracts shall be 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 provision of the services.
- 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 and operational services (AOS) cost of 7.5% (to be deducted from the Contribution) on all expenditures 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 expenditure report concerning the Project, prepared in accordance with ITU’s relevant accounting and reporting rules, regulations and procedures, promptly after the definitive financial situation with

respect to the Project is ready (i.e., approximately six (6) months after the closure of account of the year in which the Project is completed in its entirety).

Article 4 Entry into Force and Duration

This Agreement shall come into effect upon the date of its signature by both Parties. Its provisions shall remain applicable until all obligations and rights of the Parties 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. Any such amendment shall be annexed to this Agreement and shall form an integral part hereof.
- 5.2 This Agreement may be terminated by either Party upon giving prior written 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 this 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 ITU, as well as the payments or remuneration due for services rendered under this Agreement and the Project Document, in each case, up to the effective date of such termination shall be paid from the Contribution. Should there be any remaining funds from the Contribution after the closure of the Project and termination of this Agreement, then Article 3.11 shall apply.
- 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:

Mr./Mrs/Ms YYY

Title

Govt Agency

Attn: Mr./Mrs/Ms YYY

Attn Title

Address

Tel:

Fax:

Email:

cc: Mr./Mrs./Ms. YYY

Title

Attn: Mr./Mrs./Ms. YYY

Attn Title

Govt Agency

Address

Tel:

Fax:

Email:

6.3 Any notice to the ITU shall be addressed to:

International Telecommunication Union

Attn:

Telecommunication Development Bureau (BDT)

Place des Nations, 1211 Geneva 20, Switzerland

Tel: +41 22 730 5421

Fax: +41 22 730 5484

Email:

Comment [AR1]: To update with info

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 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 the Project in course of implementation.
- 7.3 The Parties shall also decide on the necessity of termination of this Agreement or of the Project 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.

Article 9 Default by ITU

The Member State shall notify ITU, by registered letter with acknowledgement of receipt, if it considers in good faith that ITU is not discharging its obligations under this Agreement, stating the reasons therefor. 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 under implementation up to the effective date of such termination, and for the related costs of termination of this Agreement and/or the Project 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 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 this 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 or any of its officials.

Article 13
Entire Agreement; Annexes

The terms and conditions stated in this Agreement and the Project Document represent the entire agreement between the Member State and ITU with respect to the subject matter hereof and thereof, and supersede all prior agreements, arrangements, communications, negotiations, proposals or other understandings, whether written or oral, between the Parties with respect to such subject matter. This Agreement and the Project Document contain all covenants, stipulations and provisions agreed by the Parties. No agent or representative of either Party has authority to make, and the Parties shall not be bound by or be liable for, any statement, representation, promise or agreement not set forth herein. All Annexes attached to this Agreement shall form an integral part hereof.

Article 14
Assignment

Neither Party shall in any way assign this Agreement or transfer all or part of its rights or 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 have signed this Agreement in two (2) original copies, in the English language,

For the XXX

For the International
Telecommunication Union

Mr./Mrs./Ms. YYY
Title
Govt Agency

Mr. Brahim Sanou
Director
Telecommunication Development
Bureau (BDT)

Place: _____

Place: _____

Date: _____

Date: _____