

MODEL HOST COUNTRY AGREEMENT (Rev. ITU Council 2016)

Between

THE GOVERNMENT OF [name of the Member State]

represented by [to be completed]

and

THE INTERNATIONAL TELECOMMUNICATION UNION

represented by its Secretary-General

[name to be completed]

relating to

THE HOLDING, ORGANIZATION AND FINANCING

OF THE [name of the Event]

OF THE

THE INTERNATIONAL TELECOMMUNICATION UNION

[(Place, date)]

PREAMBLE

- A. WHEREAS by virtue of Resolution 11 (Rev. Busan, 2014), the International Telecommunication Union (hereinafter referred to as “ITU” or the “Union”) should, in collaboration with its Member States and Sector Members, organize telecommunication/information and communication technology (ICT) events (hereinafter referred to as the “ITU Telecom Events”) on a predictable and regular basis, taking due account of the need to ensure the financial viability of such events, as well as their neutral impact on the ITU budget on the basis of the existing cost-allocation as determined by the ITU Council;
- B. WHEREAS in accordance with Resolution 11 (Rev. Busan, 2014) the organization of exhibitions is not the main objective of ITU and, if it is decided to arrange such exhibitions in conjunction with ITU Telecom Events, they should preferably be outsourced and close collaboration should be organized between ITU and the outsourced company;
- C. WHEREAS ITU Telecom Events are of considerable importance in keeping the membership of the Union and the wider telecommunication/ICT community informed of the latest advances in all fields of telecommunications/ICT and the possibilities of applying these achievements for the benefit of all Member States and Sector Members, particularly the developing countries;
- D. WHEREAS the organization of ITU Telecom Events provides a number of direct and indirect economic and social benefits to host countries;
- E. WHEREAS all expenses of ITU Telecom Events shall be recovered through the generation of positive revenues and financial commitments of the host country;
- F. WHEREAS by virtue of Resolution 11 (Rev. Busan, 2014), the determination of the venue for ITU Telecom Events shall be based on a transparent bidding process, which shall consider as selection criteria, among others: financial commitments by the host country with a view to ensuring surplus income of ITU Telecom events, the principle of geographical rotation, and accessibility and affordability for exhibitors and participants, with a view to ensuring ample and facilitated participation;
- G. WHEREAS ITU has decided to hold an ITU Telecom Event from **[dates]** (hereinafter referred to as the “Event”) and has issued a call for bids for hosting the Event;
- H. WHEREAS ITU has a governance structure for the design and implementation of ITU Telecom Events;
- I. WHEREAS the Government of **[name of the State]** (hereinafter referred to as the “Government”) submitted a successful bid to host the Event pursuant to the terms and conditions contained in this Host Country Agreement together with all of its Annexes and their Appendices (hereinafter referred to as the “Agreement”);

J. RECALLING Resolution 1004 and Decision 304 of the Council relating to *“the privileges, immunities and facilities related to activities of the Union”* and to *“the participation of the delegations of members of the Union in conferences and meetings of the Union,”* respectively.

NOW, THEREFORE, the Government, represented by **[to be completed]**, and ITU, represented by the Secretary-General, (hereinafter referred to collectively as the “Parties”) hereby agree as follows:

ARTICLE 1

Title of the Event and Definitions

1.1 The Event shall be organized under the title **[name of the Event]**.

1.2 For the purposes of this Agreement, the term “ITU Official” shall be understood to mean any elected official of ITU taking part in the Event, any ITU official or staff member assigned to the Event, or any official specifically recruited for the Event by ITU.

1.3 For the purposes of this Agreement, the term “Event Participant” shall be understood to mean any exhibitor, sponsor, moderator, facilitator, speaker, representative of Member State, representative of Sector Member and expert as well as any person invited to attend the Event by the ITU Secretary-General; provided that all the above have duly registered to attend the Event.

1.4 For purposes of this Agreement, the term “representative of Sector Member” shall be understood to mean any person sent to the Event by an ITU Sector Member, Associate or Academia.

1.5 For purposes of this Agreement, the term “Host Country” shall mean **[name of the State]**.

1.6 For purposes of this Agreement, the term “Host Country Supporter” shall mean any third party which the Parties mutually agree in writing; (i) shall be engaged by the Host Country for the purpose of sponsoring or assisting (whether financially or otherwise) the Government in the performance of any of its duties or obligations under this Agreement, including the Host Country Obligations set forth in Annex 1 hereto; and (ii) in exchange for such sponsorship or assistance, shall receive certain in-kind visibility, speaking opportunities or recognition at the Event, of such specific types and upon such terms and conditions as the Parties shall mutually agree in writing prior to such Host Country Supporter’s engagement.

ARTICLE 2

Venue and dates of the Event

2.1 The Event shall be held at **[name of the venue]** (hereinafter referred to as the “Venue”) in [city, country].

2.2 The Event shall be held on **[dates]**. It will include three main phases: the build-up, the holding, and the dismantling of the Event. ¹

¹ NB: Explanatory note not part of the HCA: The exact duration of the phases will depend on the location of the Event.

2.3 Specific conditions related to the precise dates during which the premises, facilities, services and local staff to be provided by the Government in connection with the Event must be made available and fully operational, are specified in Annex 1 to this Agreement.

ARTICLE 3

Organization of the Event

3.1 Invitations to take part in the Event shall be sent by the ITU Secretary-General.

3.2 ITU shall have the exclusive and sole responsibility for organizing and holding the Event, except for those specific and express functions to be carried out by the Government, as detailed in this Agreement. Without limiting the generality of the foregoing, ITU shall, in particular, be solely responsible for:

- 3.2.1 Identifying and appointing any and all subcontractors and sponsors of ITU in connection with the Event other than the subcontractors and Host Country Supporters specifically agreed in writing between the Parties to be engaged by the Government for the purposes of carrying out the functions and responsibilities of the Host Country set out in this Agreement;
- 3.2.2 Identifying, negotiating and entering into all subcontractor and sponsorship agreements related to all aspects of the Event, provided that the Government shall negotiate and sign its own agreements with its subcontractors and Host Country Supporters;
- 3.2.3 determining the scope of and granting benefits, recognition or visibility to any third parties in connection with the Event;
- 3.2.4 preparing and approving the General Regulations which shall govern the Event;
- 3.2.5 allocating space at the Venue;
- 3.2.6 establishing all prices and fees for the Event and all products or services provided by ITU or its service providers and ensuring, as appropriate, preferential prices for small and medium size enterprises from the Host Country;
- 3.2.7 organizing all official social events, forums, programmes and excursions to be held in connection with the Event; provided that the event(s) described in Section 2.6 of Annex 1 hereto shall be organized by the Government (not by ITU);
- 3.2.8 facilitating networking activities and preparing the Forum Programme, including any other Special Sessions of the Forum as may be determined by ITU;
- 3.2.9 approving the production, promotion and sales of any and all materials in connection with the Event including, but not limited to advertising, billboards, radio, television, online and other electronic media, newspapers and other publications, and visibility to ITU sponsors and Host Country Supporters, in collaboration, as appropriate, with competent bodies designated by the Government;

3.2.10 establishing ITU's budget for the Event; and

3.2.11 billing and collecting all payments arising exclusively in the context of ITU's contractual agreements.

3.3 ITU shall retain the exclusive ownership of and rights to manage and distribute the data and other information created during and for the Event.

3.4 All official relations with the media (radio and television, electronic media, newspapers and other publications, etc.) with regard to the preparation, conduct and follow-up of the Event, as well as all official communication activities undertaken for the Event, shall be the responsibility of the Secretary-General or [his/her] designated representative, in cooperation with the competent authorities designated by the Government.

3.5 The ITU Secretary-General or [his/her] designated representative shall exercise the responsibility described in Section 3.4 above in accordance with the general practice followed for other conferences, assemblies and meetings of ITU. In particular, accreditation of representatives of media shall be ITU's sole responsibility.

3.6 In its relations with the media, the Government agrees not to interfere in matters relating to substantive issues, including the structure or content of the Event, which are the sole responsibility of ITU.

ARTICLE 4

Host Country Obligations

4.1 Host Country Obligations other than those included in this Agreement are specified in Annex 1 to this Agreement.

4.2 The Government agrees to perform all of its Host Country Obligations as and when required under the terms of this Agreement, including the requirements in terms of Venue infrastructure, taking into account the needs of persons with disabilities and persons with specific needs, including accessible facilities, arrangements for webcasting facilities and captioning (including transcripts of the captioning). The Government shall defray all costs and expenses in connection with the performance of its Host Country Obligations, and ITU shall have no liability or obligation of any kind in connection therewith.

ARTICLE 5

Income

5.1 Any surplus income derived from the organization and holding of the Event shall belong entirely to ITU.

ARTICLE 6

Other events

6.1 The Government agrees neither to sponsor nor to hold, nor to allow or facilitate any third party to organize or hold any other national, regional or international ICT/telecommunications-related commercial event, exhibition or forum in **[Name of country]** or **[Name of region]**, within the period of **[xxx]** days prior to and **[xxx]** days after the Event.

ARTICLE 7

Privileges, immunities and facilities

7.1 In compliance with Decision 304 of the Council, confirmed by the latter's Resolution 1004, the Government of **[Name of country]** shall apply, without reservation, the provisions of the Constitution and the Convention of the ITU and, in its capacity as host Government of the Event, shall authorize all Event Participants and all ITU Officials, as well as members of their families, to enter, remain in, and exit (Name of country) without any impediments, throughout the duration of their functions, mission(s) or stay(s) in connection with the Event.

7.2 Unless otherwise specified in this Agreement, the Parties hereto agree that the provisions of the Convention on the Privileges and Immunities of the Specialized Agencies (hereinafter the "1947 Convention"), approved by the General Assembly of the United Nations on 21 November 1947 and to which **[Name of country]** is a Party, shall apply without reservations in respect of the Event, of ITU Officials and members of their families, of ITU and its properties, assets and funds, of representatives of Member States, and of representatives of the UN and its Specialized Agencies, in the framework of this Agreement and its implementation.²

7.3 The Government shall ensure that all Event Participants invited by ITU, as well as persons performing functions for, or at the request of, ITU for the Event, including those referred to in Annex 1 hereto, shall enjoy immunity from legal process in respect of words spoken or written and any acts performed by them in connection with their participation in the Event.

7.4 ITU and its property and assets, by whomever held or used, shall enjoy immunity from every form of legal process, except insofar as, in any particular case, ITU has expressly waived its immunity in writing signed by a duly authorized representative of ITU. It is understood that no waiver of immunity shall extend to any measure of execution. For the purpose of the 1947 Convention, the Venue shall be deemed to constitute premises of ITU in the sense of Section 5 of the 1947 Convention, and access to the Venue shall be subject to the authority and control of ITU. The Venue shall be inviolable for the duration of the Event, including its preparatory and closing stages. The property and assets of ITU, by whomever held or used, shall be immune from search, requisition, confiscation, expropriation and any other form of interference, whether by executive, administrative, judicial or legislative action. Furthermore, all documents belonging to or held by ITU shall be inviolable.

² NB : Explanatory note : If the host country is not a party to the 1947 Convention, another mutually agreed legal basis would be used by ITU and the host country.

ARTICLE 8

Cancellation, postponement or change of venue of the Event/ Force Majeure

8.1 ITU shall have the right to cancel or postpone the Event, or change the Venue, upon providing the Government prior written notice thereof. In the event of the cancellation, interruption, postponement or change of the Event or the Venue as a result of a decision by ITU, ITU shall have the right to terminate this Agreement within [xx] calendar days following receipt by the Government of the notification of termination. In case of any such termination, ITU's liability, whether financial or otherwise, shall be confined solely to the expenditure incurred directly by the Government in respect of items needed for the organization and preparation of the Event up to the date of termination only, to the extent that such expenses no longer serve any useful purpose and provided they were justified and cannot be cancelled or reduced. If such termination is the result of force majeure, or occurs by mutual agreement between the Parties, each Party shall bear its own costs.

8.2 If, prior to or during the Event, the Government is no longer in a position to host the Event or permit it to take place on the dates scheduled, or requests that the Venue be changed, the Government's responsibility to ITU shall be limited to the expenses deriving from that decision, in particular all expenses already committed or paid by ITU in respect of items needed for the Event, to the extent that such expenses no longer serve any useful purpose and provided that they were justified and cannot be cancelled or reduced. Any expenditure which may be incurred by ITU for the rental of premises other than those specified in Article 2 of this Agreement for the holding of the Event shall likewise be defrayed by the Government. In addition, the Government shall be responsible for dealing with any action, claim or demand arising out of the Government's decision to cancel, postpone, or change the Event or the Venue and shall indemnify and hold harmless ITU and its officials in respect of any such action, claim or demand. Notwithstanding the above, any Government request to cancel the Event or to change the dates of the Event or the Venue under this Article 8.2 shall be subject to approval by ITU.

8.3 Notwithstanding Article 8.1 above, ITU reserves its right to cancel this Agreement, after prior consultation with the Government, should ITU decide that participation in the Event will be adversely affected by public travel restrictions to the Host Country. In this case, if the Agreement is cancelled, each Party shall be responsible for its own costs.

8.4 *Force majeure* under this Agreement shall mean [**to be defined by ITU and the host country, for example:**] acts of God, industrial disturbances, acts of public enemy, war (whether declared or not), invasion, insurrection, public riot, civil disturbances, fire, flood, earthquake, explosions or any other act, event or occurrence of a similar nature or force which is beyond the control of either Party and which neither Party, exercising due care, is able to overcome.8.5 As soon as possible upon occurrence of any act constituting force majeure, either of the Parties shall give written notice and full particulars thereof to the other Party, if the occurrence of the force majeure risks rendering the proper performance of this Agreement, wholly or in part, impossible. In that event, both Parties shall, within [xxx] calendar days after receipt of such written notification by either of the Parties, enter into negotiations, in order to *assess mutually the force majeure* and its impact on the proper performance of the Agreement and to agree mutually on any necessary period of suspension of services to be performed hereunder, on any extension of the duration of this Agreement needed to complete its performance or, if necessary, to agree on the termination of this Agreement and the settlement of the related financial issues.

8.6 The settlement agreed upon by both Parties during these negotiations, which shall be terminated no later than [xxx] working days after their commencement unless otherwise agreed upon in writing by the Parties, shall be recorded in a written agreement between the Parties which shall be annexed hereto, and shall form an integral part of this Agreement.

8.7 If the Parties are unable to agree on the adjustments to be made as a consequence of an act of *force majeure*, this Agreement shall be terminated at the end of the above-designated period of negotiations, and the dispute shall be settled in accordance with the provisions of [Article 12](#) below.

ARTICLE 9

Implementation of this Agreement

9.1 Arrangements for the implementation of this Agreement shall be agreed in writing between the Secretary-General or [his/her] designated representative and the competent authorities of the Government or the liaison officer designated by them.

ARTICLE 10

Assignment; Binding Effect

10.1 Except as otherwise expressly set forth in this Agreement, neither of the Parties shall assign, transfer, pledge or make any other disposition of this Agreement, or any portion thereof, without the prior written consent of the other Party.

10.2 This Agreement shall be binding upon the two Parties, their successors and permitted assignees.

ARTICLE 11

Contractual relationship

11.1 The Government, where necessary, shall have the right to engage subcontractors or Host Country Supporters to assist it in the performance of its duties and obligations contained in this Agreement. Notwithstanding the engagement of any subcontractor or Host Country Supporter: (i) the Government shall remain responsible under this Agreement for the proper performance of its duties and obligations to be carried out by its subcontractors or Host Country Supporters, and (ii) ITU shall have no obligation or liability to any subcontractor or Host Country Supporter, and no subcontractors or Host Country Supporter shall have any rights or remedies against ITU, either under this Agreement or otherwise.

11.2 Nothing in this Agreement shall be considered as creating any contractual relationship between ITU and any subcontractors or agents of the Government, neither any contractual relationship between the Government and any subcontractors or agents of ITU.

11.3 The Government shall not charge to ITU any commission on the goods and/or services which ITU may obtain from subcontractors, sponsors, supporters or agents in the context of this Event.

ARTICLE 12

Settlement of disputes

12.1 Any dispute that involves a question governed by the 1947 Convention shall be dealt with in accordance with section 32 of that Convention.³

12.2 Subject to paragraph 12.1 above, any dispute between the Parties arising out of or in connection with this Agreement which cannot be settled amicably by negotiation between the Parties or by any other mutually agreed means within six (6) months of the date of notification of the dispute, shall be referred to a committee of three (3) arbitrators (hereinafter referred to as the "Committee"). One of the arbitrators shall be appointed by the Secretary-General, and another by the Government. The two arbitrators thus appointed shall in turn appoint a third arbitrator to be chairman of the Committee. Should either Party fail to appoint its arbitrator within one (1) month after notification by the other Party of the name of its arbitrator, or should the two arbitrators so appointed fail to appoint a chairman within two (2) months of the second arbitrator being appointed, the arbitrator not yet appointed (or the chairman, as applicable) shall be appointed by the President of the International Court of Justice.

12.3 The language of arbitration shall be [XXX] and the place of arbitration shall be Geneva.⁴

12.4 Unless otherwise stipulated by the Parties in writing, the Parties agree that the Committee shall be free to decide on the procedures to be followed and to allocate the costs relating to the arbitration between the Parties.

12.5 The Parties to this Agreement agree that the Committee's decision shall be final and binding upon them, and that no appeal of the decision may be brought before any national court or tribunal.

ARTICLE 13

Liability

13.1 The Government shall be responsible for dealing with any action, claim or other demand brought against ITU or its officials arising out of the Event, including:

13.1.1 any death or injury to persons or damage to or loss of property on the premises referred to in Article 2 above that are provided by or placed under the control of the Government, other than damage for which ITU is responsible due to ITU officials' gross negligence or wilful misconduct;

13.1.2 any death or injury to persons or damage to or loss of property caused by, or incurred in using, the transport services referred to in [Annex 1](#) to this Agreement;

³ NB : Explanatory note : If the host country is not a party to the 1947 Convention, another mutually agreed legal basis would be used by ITU and the host country.

⁴ The language of arbitration shall be the language in which the agreement is signed. In case of signature in several languages the language of arbitration will be the one identified as prevailing in the agreement.

13.1.3 the employment for the Event of staff provided by the Government under the present Agreement, including any actions or claims of any kind whatsoever brought by such staff;

13.1.4 any breach, default or non-compliance by the Government of any of its duties or obligations under this Agreement; and

13.1.5 any gross negligence or wilful misconduct by the Government or any of its officials.

13.2 The Government shall indemnify, defend and hold harmless ITU and its officials in respect of any such action, claim or other demand.

13.3 The Government shall not, as a result of the ITU activities in the Host Country, assume any international responsibility for any act or omission by ITU or by its staff.

ARTICLE 14

Notice

14.1 Any notice to be given by one of the Parties to the other Party in connection with this Agreement shall be in writing and shall be deemed sufficient when sent by prepaid, registered or certified first class air mail (with acknowledgement of receipt) or by fax to the other Party at the following address:

14.1.1 International Telecommunication Union

c/o **[name of ITU Secretary-General]**, Secretary-General
Place des Nations
CH-1211 Geneva 20, Switzerland
Fax: +41 22 730 6444

14.1.2 The Government of **[name of the State]**

[address to be completed]

14.2 Any such notice or information shall become effective on the date of its receipt by the Party to which it is addressed, as follows:

14.2.1 on the seventh business day following the mailing thereof if sent by registered mail; and

14.2.2 on the next business day following the transmittal thereof if sent by fax.

ARTICLE 15

Use of names, abbreviations, titles, logos and flags

15.1 ITU shall retain all intellectual property rights to the name, abbreviation, logo and flag of ITU, which shall be used exclusively by ITU and shall not be used by the Government or by the Host Committee or their respective employees, subcontractors, supporters, partners or official suppliers, as applicable, without the prior written consent of the Secretary-General or [his/her] representative duly authorized to act in the matter.

15.2 ITU shall retain the exclusive right to use the title **[name of the Event]** for events that it organizes.

15.3 ITU shall retain all intellectual property rights to the name, abbreviation, title and logo of the Event, which shall not be used by the Government or by the Host Committee or any of their respective employees, subcontractors, supporters, partners or official suppliers, as applicable, subject to paragraph 15.4 below, without the prior written consent of the Secretary-General or [his/her] representative duly authorized to act in the matter.

15.4 The Government shall be authorized to use the name, abbreviation, title and logo of the Event in connection with the following needs; provided that such use does not alter in any way the name, abbreviation, title or logo of the Event or create the impression that a commercial business, product or service is or has been endorsed by ITU:

15.4.1 publicity material and/or publications relating to the Event which are intended to appear in the local, national and international media, in print or digital format (including Internet websites and microsites), and whose text has been approved in advance by ITU; and

15.4.2 press conferences relating to the Event and such other activities as may be necessary in connection with the preparation and holding of the Event.

15.5 The Government shall keep ITU regularly informed concerning any use it makes of the name, abbreviation, title or logo of the Event in the context of paragraph 15.4. It may not be held responsible for the fraudulent use of the Event's name, abbreviation, title or logo by any unauthorized third party.

15.6 Neither the Government, the Host Committee, nor any of their respective employees, subcontractors, supporters, partners or official suppliers, as applicable, shall use any other marks, branding, titles, themes, slogans, names, signage and logos in connection with the Event without the prior written consent of the Secretary-General or [his/her] representative duly authorized to act in the matter.

ARTICLE 16

Modification and Termination of this Agreement; Order of Precedence

16.1 This Agreement, including its Annexes and their Appendices (if any) may not be modified or terminated except by mutual written agreement signed between the Government and the Secretary-General. Any modification shall be annexed to and considered an integral part of this Agreement.

16.2 In case of discrepancy between this Agreement and its Annexes or their Appendices, this Agreement shall prevail. In case of discrepancy between its Annexes and their Appendices, the Annexes shall prevail.

ARTICLE 17

Entry into force and duration of this Agreement

17.1 This Agreement, including its Annexes and their Appendices (if any) which shall form an

integral part hereof, shall enter into force immediately upon signature by both Parties.⁵

17.2 The provisions of this Agreement shall remain applicable until the final settlement between the Parties, in accordance with the terms and conditions set forth herein, of all organizational, financial and other rights, obligations and matters relating to the Event.

IN WITNESS THEREOF, the undersigned, being duly authorized for that purpose, have signed this Agreement in **[two (2)]** original copies in the **[Arabic][Chinese][English][French][Russian][Spanish]** language.⁶

**For the
Government of [name of the State]**

**For the
International Telecommunication Union**

[Name]
(Title)

[name of ITU Secretary-General]
Secretary-General

Place:

Place:

Date:

Date:

Annexes:

Annex 1: Obligations of the Host Country

Annex 2: Resolution 11 (Rev. Busan, 2014)

⁵ *NB : Explanatory note : This clause will be modified on a case-by-case basis in light of the legislation of each country.*

⁶ *NB : Explanatory note : If the Agreement is signed in two different languages, a hierarchy between those two languages will be established in case of discrepancy.*

ANNEX 1
HOST COUNTRY OBLIGATIONS

ARTICLE 1

Event Promotion

[In accordance with arrangements specified in the Call for Bids]

1.1 The Government shall fund and work in close collaboration with ITU in the promotion of the Event in the following ways:

- 1.1.1 Reinforce the message and the branding of the Event at both national and international levels, and create an integrated strategy towards potential Event Participants.
- 1.1.2 Market the Event in the Host Country and internationally, through the Host Country's national diplomatic representations worldwide (Embassies, Consulates, Missions) to promote wider participation at the Event and encourage organizing National Pavilions.
- 1.1.3 Coordinate and host meetings and events across the world to promote the Event, and in particular encourage participation in the Forum, national pavilions and thematic pavilions.
- 1.1.4 Disseminate promotional materials and place on-line banners in the Host Country's relevant governmental and ministerial websites to ensure easy access to information regarding the Event and participation details.
- 1.1.5 Organize and coordinate, together with ITU, a joint presence to promote the Event at key ICT events across the world to be identified by mutual agreement of the Parties, including **[include list of specific events]**.
- 1.1.6 Provide ITU with print and digital branding and advertising spaces within the Venue, during the entire rental period. Such spaces shall be used as determined by ITU.
- 1.1.7 Provide print and digital billboard advertising of the Event in **[insert host city]** and around its main airports, during the period commencing upon the signature of the Agreement and terminating at the conclusion of the Event. The Government shall cover the cost of designing, producing, printing, displaying and dismantling all such advertising.
- 1.1.8 Support ITU on the promotion, marketing and sale of the Event's products and services worldwide; with a particular focus on the Host Country and other countries in **[insert name of region]**. The Government's support shall include (i) facilitating the participation of small and medium enterprises (SMEs) and start-up companies, (ii) facilitating the organization of thematic pavilions whose themes shall be mutually agreed between the Parties, and (iii) securing participation in national pavilions.

All promotional, branding and advertising materials produced and disseminated by the Government under this Article 1 shall be consistent with the overall visual identity and branding strategy of the Event, as determined by ITU.

1.2 The Government shall prepare and implement, at its cost, in full collaboration with ITU, a media plan to promote and advertise the Event across the world, including by means of national and international print and digital media campaigns. The Government shall provide to ITU a preliminary draft of the Government's media plan for the Event. ITU shall review and comment on such draft, and the Parties shall mutually agree on a final version of the Government's media plan for the Event. During the period commencing no later than six (6) months prior to the Event and terminating at the conclusion of the Event, the Government shall implement its media plan for the Event in accordance with the final version thereof.

1.3 The Government shall make a special effort to ensure that the Host Country is represented by its highest-level dignitaries. Confirmation will be needed that the Host Country's national and presidential protocol service and safety and security organization will be involved as required in the coordination of the Event with ITU.

ARTICLE 2

Financial Arrangements

[In accordance with arrangements specified in the Call for Bids]

2.1 According to Resolution 11 (Rev. Busan, 2014), ITU Telecom Events shall be a self-financed activity and shall have no negative impact on the ITU budget on the basis of the existing cost-allocation system as determined by the ITU Council.

2.2 ITU shall issue to the Government a written invoice for each payment to be made by the Government to ITU under the Agreement (including this Annex 1). The Government shall make each payment under this Agreement in Swiss Francs (CHF), to the bank account specified by ITU in the relevant invoice(s), and in accordance with the applicable due date(s) set forth in the Agreement.

2.3 The Government shall arrange the following payments to ITU, in accordance with the schedule below:

- 2.3.1 a lump-sum amount of **[amount in Swiss Francs]** to share ITU Telecom's core expenses related to the preparation, planning and implementation of the Event and to contribute towards fellowship and youth programmes organized by ITU.

2.3.2

| Payment Schedule | Percentage | Amount in Swiss Francs | Due Date |
|----------------------|------------|------------------------|---|
| First payment | 50% | | within [xx (for example 30)] days from the entry into force of this Agreement |
| Second payment | 50% | | no later than six (6) months prior to the start of the Event |
| Total Payment | | | |

2.4 In addition to the amounts specified in Section 2.3 above, the Government shall defray any expenses directly or indirectly involved by reason of the Event being held in [**name of Country**] other than at ITU headquarters. Such expenses consist in particular, without prejudice to the provisions of the Agreement (including Article 7 below), of the following: (1) staff expenses and daily subsistence allowance of ITU Officials travelling to the Host Country in connection with the preparation and planning of the Event, pursuant to the relevant provisions of the Staff Regulations and Staff Rules of ITU and the supplementary service orders issued in connection therewith (see also Section 2.4.1, Section 2.4.2 and Section 2.4.4, below); (2) travel and terminal expenses of ITU Officials travelling to the Host Country in connection with the preparation and planning of the Event, in accordance with the relevant provisions of the Staff Regulations and Staff Rules of ITU and the supplementary service orders issued in connection therewith (see also Section 2.4.3 and Section 2.4.4, below); (3) cost of freight transport and insurance charges between ITU headquarters and the Venue of all equipment, materials and documents necessary for the proper functioning of the Event secretariat (see also Section 2.4.5, below). These expenses shall be recorded in special accounts kept by the General Secretariat of ITU, which shall manage the necessary funds in accordance with instructions communicated by the ITU rules and regulations. The accounts shall be kept in Swiss francs.

2.4.1 Accommodation Expenses⁷: All expenses relating to accommodation at the Host Country of a total of [**xxx (for example 80)**] ITU Officials during the Event (calculated in accordance with the relevant provisions of the Staff Regulations and Staff Rules of ITU and the supplementary service orders issued in connection therewith, including regarding cost reimbursement) shall be paid for by the Government. The Government shall be responsible for directly booking, on behalf of ITU, all such accommodation as well as for directly settling all such accommodation expenses. The Parties agree that (i) for ITU Elected Officials, such accommodation shall be at a five (5) star hotel located

⁷ *As an alternative method, should the host country pay full DSA, ITU shall cover the cost of accommodation for ITU officials. The host country shall send ITU a list of proposed suitable accommodation at lowest possible negotiated rates, close to the venue. ITU shall coordinate the bookings and settle the payment directly with the hotel/s. The host country shall facilitate and assist ITU in case of difficulties encountered by ITU with the hotel/s in relation to accommodation arrangements.*

near the Venue that is mutually agreed in writing between the Parties, (ii) for all other ITU Officials (to be designated by ITU), such accommodation shall be at a four (4) star hotel located near the Venue that is mutually agreed in writing between the Parties, and (iii) for each ITU Official, such accommodation shall be for an estimated average of ten (10) room nights during the Event.

- 2.4.2 Daily Subsistence Allowance⁸: Fifty percent (50%) of the rate of the applicable United Nations daily subsistence allowance (“DSA”) of a total of [xxx] ITU Officials traveling to the Host Country on Event missions, calculated in accordance with the relevant provisions of the Staff Regulations and Staff Rules of ITU and the supplementary service orders issued in connection therewith. In accordance with such regulations, rules and service orders, given that the accommodation for ITU Officials in relation to the Event will be provided by the Government pursuant to Section 2.4.1 above, the rate of DSA shall only be fifty percent (50%). Immediately upon receipt of an ITU invoice, and no later than three (3) months prior to the start of the Event, the Government shall pay ITU, in accordance with Section 2.2 above, a total amount equal to fifty percent (50%) DSA for all [xxx] ITU Officials. ITU Officials are entitled to 100% DSA should accommodation not be provided free of charge by the Government. In such case the ITU invoice to be sent to the Government shall reflect full DSA.
- 2.4.3 Travel and Terminal Expenses: All travel and terminal expenses for a total of [xxx] ITU Officials traveling by air to and from the Host City for the Event (Event Missions), calculated in accordance with the relevant provisions of the Staff Regulations and Staff Rules of ITU and the supplementary service orders issued in connection therewith (including with respect to number of officials allowed to travel on same flight, air ticket class level when traveling for a certain number of hours, etc.). ITU will provide to the Government a list with arrival and departure dates for each ITU Official. No later than three (3) months prior to the start of the Event, the Government shall pay ITU, in accordance with Section 2.2 above, a total amount equal to the estimated total cost of air travel tickets and fifty percent (50%) of the applicable terminal expenses and allowances for all [xxx] ITU Officials. ITU Officials are entitled to 100% terminal allowance if transportation between the airport and the hotel is not provided free of charge by the Government. In such case the ITU invoice to be sent to the Government shall reflect full terminal allowance.
- 2.4.4 Preparation and Planning Pre-Event Missions: All expenses of the types described in Sections 2.4.1, 2.4.2 and 2.4.3 above in connection with up to [xxx (for example twenty (20))] pre-Event missions of ITU Officials to the Host Country in connection with the planning and preparation of the Event. Each such pre-Event mission shall be for an estimated average of five (5) room nights plus any applicable travel days

⁸ *As an alternative method, should the host country pay full DSA, ITU shall cover the cost of accommodation for ITU officials. The host country shall send ITU a list of proposed suitable accommodation at lowest possible negotiated rates, close to the venue. ITU shall coordinate the bookings and settle the payment directly with the hotel/s. The host country shall facilitate and assist ITU in case of difficulties encountered by ITU with the hotel/s in relation to accommodation arrangements.*

calculated in accordance with the relevant provisions of the Staff Regulations and Staff Rules of ITU and the supplementary service orders issued in connection therewith. Within thirty (30) days following the signature of the Agreement, the Government shall pay ITU, in accordance with Section 2.2 above, a total amount equal to fifty percent (50%) DSA, the estimated cost of air travel, and fifty percent (50%) of the applicable terminal expenses and allowances for all [xxx] pre-Event missions. ITU Officials are entitled to 100% DSA should accommodation not be provided free of charge by the Government, and 100% terminal allowance if transportation between the airport and the hotel is not provided free of charge by the Government. In such case the ITU invoice to be sent to the Government shall reflect full DSA and full terminal allowance.

2.4.5 Freight Transport and Insurance: The Government shall defray and directly settle all expenses relating to the shipment, transportation (from ITU Headquarters or any other location in the world to the Venue, and vice-versa), insurance, customs clearance, storage and on-site freight services of all ITU equipment, materials, documents and other goods necessary in connection with the Event (collectively, "ITU Equipment"), having a maximum weight of [XXX (for example 6)] tons for inbound and [XXX (for example 4)] tons for outbound shipments. The Government shall deliver all ITU Equipment to the Venue no later than five (5) days before the Event and to the point(s) of origin no later than ten (10) days after the Event.

2.4.6 Reconciliation of Expenses: Due to fluctuations in the applicable United Nations' rates (e.g., of DSA), the actual total expenses of all pre-Event and Event missions shall be determined by ITU as soon as possible and no later than six (6) months after the completion of the Event. If the actual total expenses of all pre-Event and Event missions exceed their estimated total expenses, the difference shall be promptly paid by the Government to ITU. By contrast, if the estimated total expenses of all pre-Event and Event missions exceed their actual total expenses, the difference shall be promptly returned by ITU to the Government. For the avoidance of doubt, the lump sum and other amounts paid by the Government to ITU under Section 2.3 shall not be counted towards the calculation of any such actual or estimated expenses.

2.5 The Government shall organize and host a National Pavilion of the Host Country at the Event; showcasing national innovation and investment opportunities. For this purpose, ITU shall provide to the Government free of charge up to [xxx (for example 500)] m2 of net space at the Venue, with the location of such space to be determined by ITU.

2.6 The Government shall organize and defray all expenses related to the following events: (1) Opening Ceremony of the Event (for about [xxx] guests (for example 1'000)); (2) Welcome Reception for the Event (for about [xxx] guests (for example 1'000)); and (3) Farewell Reception for the Event (for about [xxx] guests (for example 500)). The Government will also defray expenses relating to any other receptions or other events that it organizes in connection with the Event. All such receptions and events shall be organized by the Government in coordination with ITU.

2.6.1 At least two (2) months prior to the start of the Event, the Government shall provide ITU with preliminary draft implementation & logistics plans for the events organized by the Government under this Section 2.6. ITU shall review and comment on such drafts, and the Parties shall mutually agree on final versions of the Government's

implementation & logistics plans for the aforementioned events.

2.6.2 The Parties agree that ITU shall establish the guest list, issue and distribute invitations, and approve all branding, speakers, materials and other information, relating to the events referenced under in this Section 2.6.

2.7 The Government shall facilitate and assist ITU in opening bank accounts in the Host Country, in US dollars and in local currency, no later than two (2) months prior to the Event. The bank accounts shall be used for the purpose of ITU financial transactions relating to the Event.

ARTICLE 3

Protocol

[In accordance with arrangements specified in the Call for Bids]

3.1 ITU attaches great importance to ensuring that visiting dignitaries at the Event are received according to ITU-established protocol rules and procedures, and that necessary safety and security is provided for them at the Event. The Government shall provide the necessary safety and security for, and extend the standard ITU-established protocol courtesies to, all visiting dignitaries at the Event.

3.2 The Government shall organize and provide a Protocol Service to meet all Heads of States, Heads of Governments, Ministers and Ministerial-level guests attending the Event, and to accompany them to/from the airport and their hotels on their arrivals and departures in connection with the Event. The Government shall provide at least [xxx] chauffeur driven cars free of charge, and dedicated liaison officers, to visiting Heads of States or Heads of Governments, Ministers and Ministerial-level guests of countries which have no official representation in the Host City. Additional security, if deemed necessary by ITU or the Government, shall be provided by the Government.

3.3 The Government shall ensure that the VIP lounge at the airport in [insert host city] can be used free of charge by the Heads of States or Heads of Governments, Ministers and Ministerial-level guests, ITU's Elected Officials, ITU's Protocol Service and Safety and Security Division, in connection with the Event.

3.4 The Government shall make the necessary arrangements to: (i) organize and staff, from [insert date] to [insert date], welcome/farewell desks at the airport(s) in [insert name of host city] to assist Event Participants; (ii), if possible, provide preferential treatment through customs for arriving and departing Event Participants.

ARTICLE 4

Transport and Hotels

[In accordance with arrangements specified in the Call for Bids]

4.1 The Government shall provide, at its expense, transport for ITU Officials in connection with the Event, as follows:

4.1.1 Chauffeur driven cars, upon arrival at the airport in the Host City, for use by each of

the five (5) Elected Officials of ITU, and Special authorization for official cars for the duration of the Event.

4.1.2 Transport for ITU Officials between the airport and hotels during pre-Event and Event missions as well as between hotels and the Venue during such missions. Schedules of the shuttles will be established by ITU.

4.1.3 Transport for Event Participants, upon arrival at the airport to hotels, during the Event, from the hotels to the Event and vice versa, and after the Event from hotels to the airports. Schedules of the shuttles will be established by ITU.

4.2 A range of accommodation in hotels and/or residences will be required for Event Participants. The Government shall ensure that at least [xxx] (for example one thousand (1000)) rooms in hotels or residences close to the Venue are available for the Event in the three to five star categories at competitive, preferential or discounted prices and within a one-hour travel time from the Venue by bus, train or car. At least six (6) months prior to the Event, the Government shall confirm to ITU that it has made a block booking for the minimum number and type of rooms described above. The Government shall ensure that no minimum stay will be mandatory at the hotels or residences.

ARTICLE 5

Visas and Permits

5.1 The Government, in its capacity as host Government of the Event, shall authorize all Event Participants and all ITU officials, as well as members of their families, to enter, remain in, and exit (Name of country) without any impediments, throughout the duration of their functions, mission(s) or stay(s) in connection with the Event.

5.2 To that end, the Government shall take all appropriate measures with a view to issuing the necessary visas and entry permits, where required, to all Event Participants and ITU Officials free of charge, as speedily as possible and not later than xxx (for example two (2)) weeks before the date of the opening of the Event, provided application for the visa is made at least [xxx] (for example three (3)) weeks before the opening of the Event; if the application is made later, the visa shall be granted not later than [xxx] (for example three (3)) days from the receipt of the application. Arrangements shall also be made to ensure that visas and entry permits are delivered at relevant points of entry in [name of the State] to Event Participants and ITU Officials who were unable to obtain them prior to their arrival.

ARTICLE 6

Safety and Security

[In accordance with arrangements specified in the Call for Bids]

6.1 The Government shall provide, at its expense, safety and security measures adequate to ensure the efficient functioning of the Event in an atmosphere of security and tranquillity free from interference of any kind.

The Government shall, in particular and for the duration of the Event:

- 6.1.1 provide adequate safety, security and protection to all ITU Officials, all visiting dignitaries, and all Event Participants during their stay in **[Name of the country]**, including special security and protections to all visiting dignitaries, as deemed necessary or required by ITU;
- 6.1.2 provide adequate safety, security and protection to all official hotels;
- 6.1.3 provide adequate safety, security and protection to all Event Shuttle buses;
- 6.1.4 provide adequate safety, security and protection both inside and outside the Venue. However, security and safety inside the Venue shall be under ITU's control and coordination;
- 6.1.5 provide adequate safety, security and protection to all official social events, programmes and excursions, including those organized outside the Venue;
- 6.1.6 provide on-site first-aid facilities from [time: hh:mm] to [time: hh:mm] for the duration of the Event and for special days as required by ITU. For emergency services, the Government shall ensure an ambulance is on-site at the Venue during the business hours, to facilitate immediate transportation and admission to a hospital; and
- 6.1.7 provide on-site fire-fighting services from [time: hh:mm]to [time: hh:mm] for the duration of the Event and for special days as required by ITU.

6.2 As soon as possible, and at least four (4) months prior to the opening date of the Event, the Government shall designate one (1) senior liaison officer to be in charge of safety and security relating to the Event, who shall work in close collaboration with ITU's Head of the Safety and Security Division (the Event Safety and Security Coordinator), to ensure that the safety and security relating to the Event is comprehensive and smoothly coordinated.

6.3 With the close and continuing collaboration of the Host Country, ITU will produce a confidential Event Safety and Security Plan. The Plan will detail security and safety measures specific to the Event, to the Event Participants, to the ITU Officials and to the Venue location. This document will be issued to third parties on a need-to-know basis, as determined by ITU. The preliminary draft of the Event Safety and Security Plan will be issued not later than three (3) months before the start date of the Event. The document will mature as the Event nears, as persons and resources are allocated, and as risks are identified and addressed. The completed and comprehensive final version of the Event Safety and Security Plan will be issued just before the start date of the Event.

ARTICLE 7

Venue Specifications and local staff requirements

[Exact configuration and equipment requirements to be specified in the Call for bids]

- 7.1. The Government shall provide ITU free of charge the Venue, furniture, equipment, facilities, set-up arrangements and services with the relevant minimum characteristics set forth in Appendix 1 to this Annex 1, in each case, for use in connection with the Event and during the entire rental period.

7.2 The rental period for the Venue (the “rental period”) will be as follows:

7.2.1 Build-up period: **[dates – at least eight (8) days]**

7.2.2 Holding period: **[dates - no less than four (4) days]**

7.2.3 Dismantling period: **[dates – at least three (3) days]**

7.3 The Government shall ensure the Venue is accessible by ITU Officials, ITU subcontractors and Event Participants, during the entire rental period from 07:00 to 24:00 hours each day. The Government shall further ensure that twenty-four hour access to the Venue shall be exceptionally provided during certain ITU-designated days of the build-up and dismantling periods.

7.4 The Government shall ensure that the Venue provides accessibility for persons with disabilities and persons with specific needs.

7.5 At least one (1) month prior to the start of the Event, the Government shall obtain, at its expense, and provide ITU written evidence of insurance coverage against such risks and upon such terms and conditions as are necessary in connection with the holding of the Event at the Venue. The Government shall ensure that such insurance coverage extends for the duration of the entire rental period, and covers damages to the Venue, and to any property or persons within the Venue, caused by ITU, any ITU Officials and/or any Event Participants, including Event visitors, except for damages due to their gross negligence or wilful misconduct. If the Government does not obtain such insurance coverage as required above, the Government shall defray all expenses incurred by ITU in connection with the obtainment of such insurance coverage.

7.6 Information and Communications Technology (ICT) infrastructure will be required to host the Event. Such ICT infrastructure is critical to meet the expectations of Event Participants in terms of wireless Local Area Network and Internet webcasting facilities that include captioning and the transcripts of the captioning. The Government shall provide free of charge to the ITU, and in accordance with ITU’s technical ICT specifications provided under Appendix 1 to this Annex 1, and for the duration of the rental period, the equipment and services set forth in such Appendix 1 and/or below:

7.6.1 Telecommunication lines and local area networks;

7.6.2 Information Technology (IT), telecommunication and network equipment and usage;

7.6.3 ICT requirements which include telephones, handsets and telephone lines, mobile services and communication costs;

7.6.4 Internet connectivity, including directed dedicated links or leased lines to access the ITU intranet, and Internet access;

7.6.5 Wireless Internet access for ITU Officials and Event Participants; and

7.6.6 Audiovisual equipment, as well as management and staffing thereof.

7.7 The Government shall provide the Event with local staff (including safety and security staff),

at no cost to ITU, to carry out the jobs described in Appendix 1 to this Annex 1.⁹ The Government shall ensure that all individuals selected and engaged to act as local staff for the Event, at a minimum, meet the relevant requirements for and perform the relevant duties of their respective jobs. The final number, and required qualifications and experiences, of local staff will be communicated by ITU to the Government as soon as possible following the signature of this Agreement. The local staff provided to ITU by the Government shall be placed under the full and sole direction and supervision of the ITU Secretary-General. The Government shall take all necessary measures to ensure that such staff are able to perform their functions in relation to the Event with complete independence.

7.8 The Parties agree that the only goods and services which fall under Venue exclusivity are the following: **[include applicable list]**. ITU reserves the right to select and appoint its own subcontractors for providing (whether to ITU or to Event Participants) any goods and services that are not under Venue exclusivity. ITU shall not be subject to or liable for any surcharges in procuring any goods or services in connection with the Event (regardless of whether or not such goods and services fall under Venue exclusivity), and all such surcharges shall be defrayed by the Government.

ARTICLE 8

Host Committee

8.1 The Government shall establish, at its own expense, and no later than six (6) months prior to the Event, a Host Committee in (name of place and country), composed of a sufficient number of staff of the Government having sufficient skills, power and authority to undertake and make decisions concerning local, administrative and operative tasks to carry out the Government responsibilities set forth in the Agreement.

8.2 The Government shall provide ITU with a list of names, titles, functions and contact information of all the persons constituting the Host Committee no later than six (6) months prior to the Event. This list shall include details of all bodies and authorities in all relevant areas of activities including but not limited to: police, security, media, protocol, visas, customs, transportation, hotels, logistics, and IT. The reporting structure and communication process between the Host Committee and ITU will be mutually agreed between the Government and ITU. The Host Committee should be English-speaking and should assign one person from its members to be the primary contact point of and to interface with ITU.

ARTICLE 9

Tax Exemption

9.1 The Government shall ensure all tax and duty exemptions for ITU from any relevant federal, state or local tax, including any form of sales tax on any and all income and expenses, related to:

9.1.1 Any Event goods and services provided to ITU in connection with the Event.

9.1.2 Any Event goods and services provided to exhibitors and other Event Participants by ITU, or through its subcontractors and agents, in connection with the Event.

⁹ *NB: Explanatory note not part of the HCA: The number of local staff involved will vary depending on the Event's location.*

9.1.3 Any and all fees or income to ITU for rental of exhibition space, Forum delegate registration, ITU Event printed material and publications, visitor's entrance charges, any books or products sold by ITU, and all support services provided by ITU in connection with the Event.

9.2 When necessary, the Government shall provide ITU, its subcontractors and agents with written confirmation of these tax exemptions.

9.3 The Government shall allow the temporary importation, tax free end duty free, of all equipment, including technical equipment, accompanying accredited representatives of information media attending the Event, and shall issue without delay any necessary import and export permits for this purpose.

ARTICLE 10

Customs Duties

10.1 The Government shall provide a customs bonded area in the Venue and facilitate customs clearances, as well as provide exemptions from all temporary import and exports taxes and duties, for all freight and equipment of ITU, its subcontractors and agents, as well as of Event Participants, entering the Host Country for the purposes of the Event, including give away promotional material and brochures.

10.2 The Government shall ensure that sufficient customs clearance staff is made available and facilitate the corresponding logistical arrangements in connection with the Event.

10.3 When necessary, the Government shall provide ITU, its subcontractors and agents as well as Event Participants with written confirmation of taxes and customs duties exemption to facilitate the taxes and custom clearance processes in connection with the Event.