



# Memorandum of Understanding

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between

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The African Telecommunications Union

and

The Caribbean Telecommunications Union

## **MEMORANDUM OF UNDERSTANDING**

### **BETWEEN**

**THE AFRICAN TELECOMMUNICATIONS UNION**, a specialised agency of the Organisation of African Unity, now African Union, in the field of telecommunications. Founded in 1977, the African Telecommunications Union (ATU-UAT) took its present name in 1999, which led to the transformation of the agency into a partnership between public and private stakeholders to dramatically increase development of the Information and Communication Technology (ICT) Infrastructure in Africa.

### **AND**

**THE CARIBBEAN TELECOMMUNICATIONS UNION**, an inter-governmental organisation established by treaty on 29<sup>th</sup> April 1989 by the Heads of Governments of the Caribbean Community (CARICOM), the mandate of which is to facilitate development of the region's information and communication technologies (ICT) sector.

This Memorandum of Understanding (MOU) is established on DATE between the African Telecommunications Union, hereinafter referred to as "ATU", headquartered at CA Building, Waiyaki Way, Nairobi, Kenya, represented by its Secretary General, Mr. John Omo and the Caribbean Telecommunications Union, hereinafter referred to as "CTU", headquartered at 4 Mary Street, St. Clair, Port of Spain, Trinidad and Tobago, represented by its Secretary-General, Mr. Rodney Taylor. Additionally, hereinafter, each Organisation shall also be referred to individually as 'the Party' and collectively as 'the Parties'.

**CONSIDERING THE MISSION AND OBJECTIVES OF THE ATU:**

- **MISSION**

To accelerate the development of the telecommunications/ICTs in Africa in order to achieve digital economies.

- **OBJECTIVES**

a) To promote the development and adoption of appropriate African telecommunications/ICTs policy and regulatory frameworks;

b) To promote the financing and funding of telecommunications/ICTs development;

c) To promote programmes for the development of the African Information Society;

d) To prepare and execute special programmes for Africa's Least Developed Countries (LDC's) and rural telecommunications/ICTs development;

e) To promote human resources development in the field of info-communications;

f) To promote the establishment of info-communications industries;

g) To co-ordinate the strategies and positions of Member States in preparation for and at international meetings;

h) To promote regional co-ordination in areas of projects, value-added services, equipment certification, technical standards and harmonization of tariffs;

i) To harmonize the actions of Member States and Associate Members in the telecommunications/ICTs sector;

j) To foster co-operation and partnership between and among Member States and Associate Members.

k) To promote and encourage the exchange of information, expertise and technology relating to info-communications for the benefit of all Member States and Associate Members;

l) To undertake studies in the field of info-communications for the benefit of Member States and Associate Members;

m) To undertake all such activities not defined above which may assist in achieving

**AND CONSIDERING THE MISSION AND OBJECTIVES OF THE CTU**

- **MISSION**

To create an environment in partnership with Member States to optimise returns from ICT resources for the benefit of stakeholders.

- **OBJECTIVES**

1. To facilitate the coordination of the planning, programming and development of intraregional and international communications networks to meet the immediate and future telecommunications needs of the Caribbean;
2. To assist the development of the national components of regional and international ICT networks;
3. To promote the general awareness of the ICT needs of the Caribbean Region and its potential for promoting the socio-economic development of the Region;
4. To seek the adoption of efficient operating methods in national, regional and international ICT services;
5. To harmonise as far as possible the positions of Members in preparation for international and regional telecommunications conferences and other meetings;
6. To encourage and assist Members in the establishment and development of ICT industries; and
7. To encourage the transfer of technology in the field of ICT among Members.

## **ORGANISATIONAL SYNERGIES**

The ATU and CTU share a common vision to use ICT to transform every aspect of life and foster ICT-enabled social and economic development in their respective regions, such that each region is empowered as a full and active participant in the global information and knowledge society. The synergies between them are demonstrated by the following shared objectives and beliefs:

1. Commitment to building inclusive societies in which all citizens have affordable, universal access to ICT services;
2. That effective use of ICT is essential for social, economic and sustainable development;
3. Commitment to accelerating the development of ICTs within their respective regions in order to achieve digital economies;
4. Commitment to partnerships, cooperation and collaboration; and
5. Commitment to delivering value to its membership through programmes that respond to their respective statutory objectives.

## **PURPOSE**

The purpose of this Memorandum of Understanding (MOU) is to provide the framework for cooperation and collaboration between the Parties, under which ICT would be used to transform the operations of public and private sector organisations and to empower all people within each region.

Specifically, the objectives of this Memorandum of Understanding are as follows:

1. To foster the effective use of ICT in the public and private sectors and civil society in order to promote ICT-enabled, sustainable development in each Party's region;
2. To work collaboratively in developing strategies to promote the interest and advancement of each region through the effective use of ICT;
3. To contribute to the building of inclusive societies in each region; and
4. To accelerate the digital transformation of each region.

This Memorandum of Understanding does not constitute a binding obligation by either Party to provide support for any individual project, activity or product. The Parties can support in different categories, which are described above, with the Parties being asked to adhere to the provisions of the present Memorandum of Understanding.

**THE PARTIES HEREBY ENTER INTO THE FOLLOWING UNDERSTANDING:**

**1. SCOPE OF ACTIVITIES**

- (a) The Parties may exchange information in respect of activities of their Organisations.
- (b) The Parties may share information on identified areas of mutual interest in ICT, including but not limited to design and implementation of Communications Networks and e-Government services.
- (c) The Parties may mutually identify specific ICT projects for advancing their respective mandates and may enter into specific agreements relating to the planning and implementation of such projects.
- (d) The Parties shall undertake activities collaboratively to achieve the objectives of this agreement as stated under the **PURPOSE** section of this Memorandum of Understanding.
- (e) The Parties shall become members of the other Party's organisation on a reciprocal, non-contributory fee basis.

**2. IMPLEMENTATION AGREEMENT**

This MOU is not intended to affect any agreements or assignments under any other MOUs in existence to which either of the Parties is a signatory.

The Parties shall enter into appropriate legally binding agreements for the implementation of any activity as mutually agreed.

**3. TERM AND TERMINATION**

This MOU will commence on the Effective Date and shall remain in force for a period of three (3) calendar years and thereafter it may be amended or modified by written agreement of both Parties. The Parties may, before the expiry of the three (3) calendar years, extend the duration of the MOU for such period as may be mutually agreed in writing.

Notwithstanding the duration of the Agreement, the Parties intend to periodically review the functioning and effectiveness of this MOU in light of, among other things, changes in applicable law or international standards relating to ICT and/or the Parties' experience in implementing the MOU.

Notwithstanding the entry into force of this Agreement, without prejudice, either Party may terminate this MOU by giving three (3) months written notice to the other Party.

#### **4. COSTS AND EXPENSES**

Without prejudice to any subsequent written agreement between the Parties, each Party shall bear its own costs and expenses incurred in connection with this MOU and provide the necessary resources that may be required for the implementation of all agreed activities under this MOU.

#### **5. CONFIDENTIALITY**

The Parties agree to treat information received from the other Party as entrusted organisation secrets with strictest confidentiality and shall not disclose this information to any third party and shall take all necessary precautions so that no unauthorised person receives knowledge thereof.

Each of the Parties undertakes to treat information disclosed by the other Party with the same degree of care afforded to its own confidential documents, materials and ideas.

#### **6. INTELLECTUAL PROPERTY RIGHTS**

No patent, licence copyright, or any other intellectual property right is transferred under this Memorandum and no entitlement to use those rights is granted under this Memorandum.

Notwithstanding, any intellectual property rights arising from any joint work undertaken by the Parties under this MOU, such rights shall be shared by the ATU and the CTU subject to any confidentiality arrangements between the Parties and to the industrial and already existing intellectual property rights of the Parties.

#### **7. AMENDMENTS**

The Parties may amend or modify this MOU for such period as may be mutually agreed in writing. Any revision or amendment, which has been agreed to by the Parties, shall come into effect on such date as will be determined by the Parties.

#### **8. NON-BINDING NATURE**

The relationship between the Parties shall be that of independent entities and nothing in this Memorandum of Understanding shall be construed to constitute either Party as an employee, partner or agent of the other.

In accordance with the foregoing, neither Party shall have authority to act for or to bind the other Party in any way, to make representations or warranties or to execute agreements on behalf of the other Party or to represent that it is in any way responsible for the acts or omissions of the other Party.

**9. DISPUTE SETTLEMENT**

Without prejudice to any other agreement between the Parties, any disputes arising out of the interpretation and execution of this MOU shall be amicably resolved between the Parties solely through consultations and negotiations.

**IN WITNESS WHERE OF the Parties have signed this Memorandum of Understanding**

**For African Telecommunications Union:**

**For Caribbean Telecommunications Union:**

Mr. John Omo \_\_\_\_\_  
Secretary-General

Mr. Rodney Taylor \_\_\_\_\_  
Secretary-General

Date:

Date: