



**Memorandum of Understanding**

**between**

**The United Nations Development Programme (UNDP)**

**and**

**InternetNZ**

**and**

**The New Zealand National Commission for the United Nations  
Educational, Scientific and Cultural Organization (UNESCO New Zealand)**

This Memorandum of Understanding (MOU) is entered into by the United Nations Development Programme (UNDP), the New Zealand National Commission for the United Nations Educational, Scientific and Cultural Organization (UNESCO New Zealand) and InternetNZ. UNDP, UNESCO New Zealand and InternetNZ are hereinafter jointly referred to as the "Parties".

**WHEREAS**, UNDP, UNESCO New Zealand and InternetNZ have, on the basis of their respective mandates, a common aim in the furtherance of sustainable human development, agreed to work together as founding parties to achieve their shared objective to improve the use of ICT in the Pacific Islands. While each is pursuing this objective for their own overarching mandates, by working together they will be able to leverage their individual resources for a greater impact than if they operated independently;

**WHEREAS**, all Parties agree that greater synergy can be achieved through collaboration in areas of mutual interest by leveraging resources and capacities at the national levels;

11 June 2004

**WHEREAS**, UNDP, UNESCO New Zealand and InternetNZ will strive, in partnership, to contribute to the relevant Millennium Development Goals<sup>1</sup> (MDGs), to which all organizations are committed;

WHEREAS, UNDP is the UN's global network for development focusing on five areas: governance, poverty reduction, HIV/AIDS, environmental management, crisis prevention and mitigation. In all areas, information communication technology is seen as an important vehicle to advance improvements in these focus areas. UNDP believes that technology networks are transforming the traditional way of development, expanding people's horizons and creating the potential to realize in a decade progress that required generations in the past. . The UNDP Office in Apia is responsible for programme activities in partnership with the Governments of Samoa, Tokelau, Niue and Cook Islands;

**WHEREAS**, UNESCO New Zealand is an organisation which manages New Zealand's relationship with UNESCO on behalf of government, engaging a wide range of eminent people and industry leaders and focusing on the five areas of UNESCO's global mandate. UNESCO New Zealand has an explicit objective of focusing its energies to assist the Peoples of the Pacific. The Communications Sub-Commission of UNESCO New Zealand has a strong interest in developing the ICT capabilities of the People of the Pacific, working in close co-operation with the UNESCO Office for the Pacific in Apia which is the UNESCO representative to the 16 Pacific Member States and one associate member;

**WHEREAS**, InternetNZ is a New Zealand based NGO with a mandate to support and foster the Internet in New Zealand. InternetNZ has an explicit mandate from its membership to further promote the effective use of the Internet in the Pacific Islands;

**WHEREAS**, related stakeholder organizations and interested parties will be encouraged to contribute expertise and resources by way of participation in this cooperation agreement.

**CONSIDERING**, that the Parties share substantial areas of common interest and are aware of the benefits of a closer cooperation between them;

**WHEREAS**, the Parties have consulted on priority areas and modalities of cooperation and now desires to consolidate and further strengthen their strategic partnership through a MOU;

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<sup>1</sup> The Millennium Declaration signed by 189 governments provides an integrated development framework through the Millennium Development Goals with 8 overarching goals and indicators for progress.

**DESIROUS**, of enhanced coordination of their work and strengthening cooperation on ICT programmes that promote the Millennium Development Goals;

**NOW, THEREFORE**, on the basis of mutual trust and in the spirit of friendly cooperation, the UNDP, UNESCO NZ and InternetNZ have entered into the present agreement.

## **Article I PURPOSE**

The purpose of the present Memorandum of Understanding is to provide a framework of cooperation and facilitate collaboration between the Parties, on a non-exclusive basis, in areas related to the development of ICT Skills in Samoa, Tokelau, Niue and the Cook Islands<sup>2</sup>. In developing such a partnership in areas of mutual interest, each Party will build on its respective areas of expertise and comparative advantage in order to meet the objective of:

### **Improving the quality of life of the people of these countries through greater use and understanding of ICT**

by

- Improving the skill and knowledge base of ICT professionals<sup>3</sup> operating in the Pacific Island countries, with particular focus on Samoa, Tokelau, Niue and the Cook Islands;
- Improving the general IT literacy and use of ICT within these countries;  
; and
- Building inter-personal networks between ICT practitioners in New Zealand and the Pacific Island countries.

## **Article II GUIDING PRINCIPLES**

Building on the comparative advantages offered by each organization and their shared vision of development of ICT Skills in Samoa, Tokelau, Niue and Cook

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<sup>2</sup> These countries were chosen because they have particularly close ties to New Zealand. Samoa is the only country with a Treaty of Friendship with New Zealand and had been a Protectorate of New Zealand prior to Independence in 1962. Tokelau, Niue and Cook Islands remain protectorates of New Zealand.

<sup>3</sup> For the purpose of this document, ICT Professionals are considered those people who are employed in whole or in part to support an organisation's ITC facilities.

Islands, the partnership will move forward on the basis of the following premises:

- Mutual respect for each other's complementary strengths;
- Commitment to finding ways to achieve more than either organization could accomplish independently;
- Commitment to a responsive, flexible and transparent manner of developing and carrying out joint activities; and

### **Article III COORDINATION AND IMPLEMENTATION MECHANISMS**

The Parties will promote and encourage agreements and innovative mechanisms of cooperation on ICT development initiatives in Samoa, Tokelau, Niue and the Cook Islands, in order to support closer interaction on issues of mutual interest. Such collaboration shall be subject to specific agreement between the Parties, and as necessary the concerned Governments, taking into consideration the needs, priorities, and capacities of each organization and the respective countries.

The Parties agree to join efforts and to maintain a close and continuous working relationship for the achievement of their common objectives and for the implementation of the Memorandum of Understanding. To this end, they shall, in accordance with the provisions hereinafter set forth, cooperate on all matters of common concern to them and agree to the following specific actions:

- Each organisation will appoint a designated individual to act as the assigned coordinator and communicator, and will provide written notice to the other Parties should a different person take this role;
- Communications between the Parties will include regularly sharing of objectives, measures of success, means of implementation and details of specific projects;
- Each organisation will annually review their individual organisation's plans for the future and identify areas of cooperation and coordinate activities to achieve common objectives; and
- Each organisation will annually report back to the other Parties on objectives and achievements in the previous year and objectives and expectations for the coming year.
- This consultation may be in person or using ICT technologies, including video conferencing, audio conferencing and e-mail.

Neither Party shall be an agent, representative or joint partner of the other Party. Neither Party shall enter into contract nor commitment on behalf of the other Party and each shall be solely responsible for making all payments for and on behalf of its own account, as provided under this MOU and under any co-financing agreement concluded hereunder.

#### **Article IV USE OF NAME AND EMBLEM**

Neither Party shall use the name or emblem of the other party, its subsidiaries, affiliates, or any abbreviation thereof, in connection with its activities or otherwise without the express prior written approval of the other Party in each case.

The Parties agree to recognize, acknowledge and publicize the partnership as appropriate. To this end, the Parties shall consult with each other concerning the manner and form of such recognition and acknowledgement, including public relations activities relating to the partnership and program.

#### **Article V DURATION, TERMINATION AND MODIFICATION**

The proposed cooperation under this MOU is non-exclusive and shall have a duration of an initial period of three years, commencing on the date of signature by all parties of the present agreement, unless terminated earlier by either organisation upon three month's notice in writing to the other Parties. The Parties may agree to extend this MOU for subsequent periods of three years.

In the event of termination of the MOU, any co-financial agreements and project/programming support documents concluded pursuant to this MOU may also be terminated in accordance with the termination provision contained in such agreements. In such case, the Parties shall take the necessary steps to ensure that the activities carried out under the MOU, to co-financing agreements, and project/programming support documents are brought to a prompt and orderly conclusion.

This MOU may be amended by mutual agreement of the Parties reflected in writing.

#### **Article VI NOTICES AND ADDRESSES**



award rendered as a result of such arbitration as the final adjudication of any such controversy, claim or dispute.

This MOU shall comprise the complete understanding of the Parties in respect of the subject matter in this MOU and supersede all prior agreements to the same subject matter. Failure by either Party to enforce a provision of this MOU shall not constitute a waiver of that or any other provision of this MOU. The invalidity or unenforceability of any provision of this MOU shall not affect the validity or enforceability of any other provision of the MOU.

**Article VIII  
PRIVILEGES AND IMMUNITIES**

Nothing in or relating this MOU shall be deemed a waiver, express, or implied, of any of the privileges and immunities of the United Nations, including its subsidiary organs.

**IN WITNESS WHEREOF**, the duly authorized representatives of the Parties affix their signatures below.

Signed on the 11 of June of 2004.

For the United Nations  
Development Programme  
(UNDP):

For NZ National  
Commission for  
UNESCO

For InternetNZ

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Joyce Yu,  
Resident Representative

\_\_\_\_\_  
Elizabeth Rose  
Secretary-General

\_\_\_\_\_  
Simon Riley  
Councillor

**ANNEX: Agreed Activities – 2004-2005**

Actions, success indicators and resources could include, but would not be limited to:

<b>Action</b>	<b>Measure of Success</b>	<b>Resources</b>
ICT Society - Support the creation of an ICT organisation in each country for their professional development.	At least one not-for-profit society or organisation exists in each country with aims to foster greater ICT literacy. This may be a Professional Society or a group of Civil Society. It will be in place by June 2005.	InternetNZ will provide assistance in governance structure.  All parties will pool their funds to provide for one non-resident speaker each year at a Society function in each country.
PIGNET Conference - Support attendance of participants (audience and speakers) at the Annual Pignet Technology Conference.	<ul style="list-style-type: none"> <li>• The Conference occurs during 2004, 2005.</li> <li>• Two speakers from New Zealand attend.</li> <li>• At least one person from Tokelau and Niue, two people from Cook Islands and three people from Samoa attend. NB: Not all attendees will have to have support from 'the parties' for this objective to be met.</li> </ul>	InternetNZ will provide funding for two speakers. Any additional funds free from their tagged annual budget for Pacific Developments will be pooled with the other parties to provide scholarships.  UNDP will liaise with governments to fund the relevant scholarships from UNDP project funding.  Selection of participants will be managed by local ICT Societies.
Internship – Facilitate Pacific Island ICT Professionals an opportunity to work in a New Zealand ICT Operation.	At least one intern from each country is placed in a New Zealand ICT operation for a period of at least four weeks once each year.	InternetNZ and UNESCO New Zealand will work through their relationships to identify host organisations.  UNDP will assist in the intern selection.
Mentors – Facilitate New Zealand ICT	At least one mentor from New Zealand is placed in	InternetNZ and UNESCO New Zealand will work

Professionals an opportunity to work in a Pacific ICT Operation.	each country each year for a period of at least four weeks.	through its relationships to identify source organisations.  UNDP will assist in the mentor placement.
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Beneficiaries from Samoa, Tokelau, Niue and Cook Islands may be expected to meet some of the expense of the programs administered under this agreement that relate to the development of ICT Skills in their countries.