

**GUIDELINES FOR MEMORANDUM OF UNDERSTANDING
WITH OTHER ORGANIZATIONS**

Guideline 7 (MC-33, Tehran, 2009)

Source Document: MC-33 Report – Annex 7

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1. Definition

A Memorandum of Understanding (hereinafter called MOU) is a document describing a bilateral agreement between parties and usually put in place to establish a clear understanding of the level of co-operation between the parties.

The MOU records in writing, the intention of the parties so as to avoid any misunderstanding in the future and allows all involved to actually see what they are agreeing to. The MOU also is a tangible reference document that is able to be referred to during the arrangement.

2. Conditions to conclude MOU with other organizations

- (1). APT should only enter into a MOU if the following criteria are met;
 - a). The Party should be a non profit international or regional organization working for ICT promotion and development.
 - b). There must be an advantage for APT to enter into the MOU.
 - c). The MOU will enhance or promote APT's presence and image in the region and/or globally.
 - d). The MOU does not enable the Party to gain a commercial advantage.
 - e). The MOU does not give the Party any right to act as an agent of APT.
 - f). APT does not assume any responsibility for the activities of the other Party.
- (2). It is important that before any proposed MOU with APT is to enter into, it must be checked carefully to ensure that no liability to APT is either stated or implied, including any consequential liability.
- (3). The MOU is generally entered into in "good faith" and no financial commitment is given or implied.
- (4) APT can accept or decline any request for a MOU at its sole discretion.

3. Headings for a MOU

The following suggested headings for a MOU are listed below. Please note that the format can vary widely.

- 1) Parties:
 - a) A brief description of the parties involved and how they relate to each other.

- b) The names and contact information of each party
- 2) Background
 - a) Brief description of the arrangement
 - b) What each party is going to contribute to the arrangement.
- 3) Purpose
 - a) Reason for the MOU
 - b) A brief description of the purpose of the MOU
- 4) Mutual Interest of the Parties
 - a) What the parties expect to gain from the MOU.
- 5) Roles and Responsibilities of the parties
 - a) Role of each party
 - b) No ability to represent APT or be a agent of APT
- 6) Prohibitions
 - a) Any action that may cause harm to APT either materially or otherwise or give APT a liability
- 7) No Legal Liability
 - a) No legal liability whatsoever for APT
 - b) No legal commitment
 - c) Disclaimer statements
- 8) No Financial liability
 - a) Including consequential liabilities
- 9) Term of the MOU
 - a) How the arrangement can be terminated.
- 10) Amendments
 - a) How the MOU can be amended.

After APT has concluded the negotiation for any MoU, the result will be submitted to the MC for provisional approval in accordance with APT Constitution.
