



**MEMORANDUM OF UNDERSTANDING (Draft)**  
between  
**Asia-Pacific Telecommunity (APT)**  
and the  
**International Amateur Radio Union Region 3 (IARU Region 3)**



**PARTIES:**

**Asia-Pacific Telecommunity** (hereinafter referred to as “APT”), an intergovernmental organization established as a regional telecommunication organization for the Asia-Pacific region, with its registered office in the 12/49 Soi 5, Chaengwattana Road, Bangkok 10210, Thailand

**International Amateur Radio Union Region 3** (hereinafter referred to as “IARU Region 3”), a nonprofit autonomous sub-organization of the International Amateur Radio Union with its registered office at 43-1, Minami-otsuka 3-chome, Toshima-Ku, Tokyo 170-8073, Japan

WHEREAS, the objectives of the APT is to foster the development of telecommunication services and information infrastructure in the Asia-Pacific region

WHEREAS, the objective of the IARU Region 3 is the protection, promotion and advancement of the Amateur Radiocommunication and Amateur-Satellite Services in the Region 3;

THE PARTIES have agreed to enter into this Memorandum of Understanding (hereinafter referred to as the “MoU”) under the terms and conditions set out below.

**1. Purpose**

The purpose of this MoU is to establish collaboration between the Parties in areas that are of interest to both Parties.

**2. Roles and Responsibilities of the Parties**

- 2.1 APT will allow IARU Region 3 to participate in the meetings/events organized by APT as an observer on payment of registration fee per delegate per event.
- 2.2 IARU Region 3 may submit “information” documents to the meeting/event in accordance with the rules governing such meetings/events.
- 2.3 APT will provide access to the relevant areas of the APT website for the designated focal point of IARU Region 3.
- 2.4 IARU Region 3 will extend reciprocal arrangement for APT to meetings and events of IARU Region 3.
- 2.5 IARU Region 3 will assist APT in providing speakers or experts on issues related to Amateur Services and Radiocommunication matters for which APT has an interest. In such case APT will waive registration fee.
- 2.6 IARU Region 3 agrees that its representatives to the APT meetings/events will be from the Asia-Pacific region and for any reason if it sends a representative from outside the region, prior consultation is necessary with the Secretary General of APT.

**3. Legal Obligations**

This MoU is a preliminary, non-binding statement of mutual intentions of the Parties and does not impose any legal obligation to the Parties.

Nothing in this MoU may be interpreted or construed as giving the legal authority to represent the other Party in any form or to be an agent, partner or otherwise associated with the other Party except within the limits as provided in this MoU.

**4. Financial Obligations**

This MoU does not impose any financial obligation on either Party. Any cost associated in implementing or participating in any of the activities undertaken by the Parties in relation to this MoU will be borne by the respective Party.

**5. Confidentiality**

Nothing in this MoU should be construed as requiring either of the parties to disclose confidential or restricted documents, information and/or data. Each Party shall treat the confidentiality of all documents, information and/or data obtained in the course of execution of this MoU and deemed confidential by the other Party.

**6. Prohibitions**

Either Party shall not be engaged in any activity or take any action that will harm the other Party either materially or otherwise or create any liability on the part of the other.

**7. Amendments**

This MoU can be amended at any time by written agreement signed by the Parties.

**8. Entry into Force, Duration, Extension and Termination**

This MoU enters into force on the date of its signature by both Parties and expires five (5) years from the date of commencement. The MoU can be further extended by periods of five (5) years by exchange of letters by both Parties expressing their wish to continue this MoU.

This MoU can be terminated at any date by either Party giving three (3) months advance written notice to the other.

**9. Communications and Notices**

All communications and notices in respect of this MoU shall be sent to the following:

For the APT:

Secretary General

Asia-Pacific Telecommunity

12/49, Soi 5, Chaengwattana Road, Bangkok 10210, Thailand


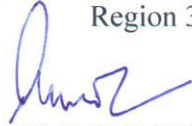
Tel: +66 2 573 0044

Fax: +66 2 573 7479

Email: aptmail@apt.int

For the IARU Region 3:  
Chairman IARU Region 3  
43-1, Minami-otsuka 3-chome, Toshima-Ku, Tokyo 170-8073, Japan  
Tel: +81-3-3988-8768  
Fax: +81-3-3988-8772  
Email: secretary@iaru-r3.org

IN WITNESS WHEREOF, the Parties hereto, each acting through its duly authorized representatives have signed this MoU in two (2) originals in the English language.

<p>For the Asia-Pacific Telecommunity</p> <p></p> <p>.....</p> <p>Mr. Toshiyuki Yamada Secretary General</p> <p>Place: <i>Bangkok</i> Date: <i>2. 12. 2014</i></p>	<p>For the International Amateur Radio Union Region 3</p> <p></p> <p>.....</p> <p>Mr. Gopal Madhavan VU2GMN Chairman IARU Region 3</p> <p>Place: <i>Chennai/India</i> Date: <i>8/12/2014</i></p>
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