

UNITED NATIONS



NATIONS UNIES

POSTAL ADDRESS—ADRESSE POSTALE: UNITED NATIONS, N.Y. 10017
TELEPHONE: 1 (212) 963-1234; TELEFACSIMILE: 1 (212) 963-4679

REFERENCE:

4 October 2016

Dear Mr. Echeberria,

RE: *Internet Governance Forum Support Association Funding to the United Nations for the Support to the United Nations Internet Governance Forum*

I am writing to invite the Internet Governance Forum Support Association (the "Association"), established under the laws of [Switzerland], to provide financial contributions for the support to the United Nations of the Internet Governance Forum ("IGF"). This letter sets forth the terms and conditions by which the Association would provide and by which the United Nations would receive, utilize and account to the Association for such contributions. Should these terms and conditions be acceptable to the Association, I would be grateful if you or another authorized official of the Association could countersign this letter and provide a copy to me.

By its resolution 60/252 of 27 March 2006, the General Assembly of the United Nations endorsed the Tunis Commitment and the Tunis Agenda for the Information Society, as adopted by the World Summit on the Information Society at its second phase held in Tunis from 16 to 18 November 2005. In that resolution, the General Assembly invited the Secretary-General of the United Nations to convene a new forum for multi-stakeholder policy dialogue called the Internet Governance Forum. The mandate of the Internet Governance Forum was subsequently extended by five additional years (2011 to 2015) in resolution A/RES/65/14156 and by ten additional years (2015 to 2025) in resolution A/RES/70/125. In response to the General Assembly's invitation, the United Nations Department of Economic and Social Affairs ("DESA") is providing facilities and support for the IGF by means of a technical assistance project, Umoja Grant number M1-32XES-000038, and entitled, "Internet Governance Forum" (the "IGF Project"), which project is described in the project document, a copy of which is enclosed with this letter.

The Association will seek to raise voluntary financial contributions from individuals, corporations, non-profit organizations and other non-governmental entities in order for the Association to provide financial support to the United Nations for the IGF Project. Should a government of any Member State of the United Nations, or should any instrumentality or political subdivision of a government of a Member State of the United Nations seek to contribute to the Association for the purpose of providing financial support to the United Nations for the IGF Project, the Association will direct such government,

Mr. Raul Echeberria
Chairman
IGFSA Executive Committee
Galerie Jean-Malbuisson 15
CH-1204 Geneva
SWITZERLAND



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governmental instrumentality or political subdivision of the Member State to contribute such funding directly to the United Nations trust fund for the IGF Project.

When seeking to raise such voluntary financial contributions, the Association shall not hold itself out in any manner as a representative or agent of the United Nations. This does not preclude the Association's referring, for informational purposes and not for any advertising or other purposes of generating goodwill, to the fact that the Association has an agreement with the United Nations to raise financial contributions to provide support to the United Nations for the IGF Project. The Association shall not otherwise use the name, or any abbreviation thereof, or the emblem of the United Nations without the express written permission of the United Nations.

The United Nations shall use any such funds contributed by the Association only in accordance with the Financial Regulations and Rules of the United Nations and the terms and conditions set forth in this letter. The Association shall deposit any funds to be contributed to the United Nations for the support of the IGF Project in United States dollars to Account No. [REDACTED] Account Name: UN Technical Cooperation Activities, at the JP Morgan Chase Bank, International Agencies Banking, 277 Park Ave., 23rd Fl., New York, NY 10172-0003.

DESA has established a United Nations trust fund under the Financial Regulations and Rules of the United Nations for the receipt and administration of the funds contributed by the Association and other donors in support of the IGF Project. Such trust fund and the IGF Project activities financed therefrom shall be administered by the United Nations in accordance with the regulations, rules, directives and procedures applicable to the United Nations. Accordingly, personnel shall be engaged and administered, equipment, supplies and services purchased, and contracts entered into in accordance with the provisions of such United Nations regulations, rules, directives and procedures.

The trust fund established by DESA for the receipt and administration of funds contributed in support of the IGF Project shall be charged with expenditures incurred by the United Nations in the performance of activities under the IGF Project. In addition and in accordance with United Nations Financial Regulations 3.12 and 3.13 and with applicable General Assembly resolutions, the trust fund will also be charged with: (i) thirteen (13) percent of all expenditures from the trust fund as a charge for programme support services provided by DESA and other offices and departments of the United Nations in the implementation of the IGF Project financed under the trust fund; and (ii) an amount equivalent to one (1) per cent of the remuneration of net salary of persons engaged by the United Nations with financial resources from trust fund in order to provide a reserve for coverage of any claim for service-incurred death, injury or illness, under the applicable United Nations regulations and rules or contracts.

Ownership of equipment, supplies and other property financed from the trust fund and used for the IGF Project shall, unless subject to licensing or other arrangements concluded between the United Nations and the owners thereof, vest in the United Nations. On the termination or expiration of the IGF Project, such property shall be disposed of in accordance with the requirements of the United Nations Financial Regulations and Rules.



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The United Nations shall evaluate the IGF Project activities financed from the trust fund in accordance with the criteria and methods set forth in the regulations, rules, directives and policies of the United Nations and with the evaluation criteria and methodologies set forth in the IGF Project document enclosed with this letter.

This trust fund and all contributions of funds thereto and use of funds therein shall be subject exclusively to the internal and external auditing procedures set forth in the Financial Regulations, Rules, directives and procedures of the United Nations.

The United Nations shall provide the Association with the following accounts, statements and reports, prepared in accordance with the United Nations accounting and reporting procedures, in respect of the contributions of the Foundation: (i) an annual financial statement showing overall income across all donors, and overall expenditures as of the 31st of December of each year following the date of this letter in accordance with the terms and conditions set forth in this letter; (ii) a final report and a final financial statement within six (6) months after the date of expiration or termination of the IGF Project or the expiration or termination of the agreement of the United Nations and the Association to the terms and conditions in this letter. All accounts and financial statements provided by the United Nations in accordance with the foregoing shall be denominated in United States dollars.

The United Nations shall promptly notify the Association and provide as much particular information to the Association as is reasonably possible in the case of any of the following events: (i) the IGF Project is terminated or is substantially modified; (ii) the United Nations learns that the funds provided by the Association to the United Nations have been or are being used for a purpose other than as intended by the United Nations and the Association in accordance with the terms and conditions of this letter; (iii) the purposes of IGF Project have been realized and the IGF Project is being terminated or wound up; or (iv) in the opinion of the United Nations the funds contributed by the Association are not being or cannot be used for a charitable purpose within the meaning of laws and regulations applicable to the Association.

The terms and conditions of this letter agreement shall remain in effect throughout the term of the IGF Project unless otherwise agreed in writing by the Association and the United Nations. The United Nations or the Association may request the termination of the terms and conditions set forth in this letter by giving not less than ninety (90) days written notice to one another. Upon the termination or expiration of the terms and conditions set forth in this letter, all funds contributed by the Association will continue to be held by the United Nations until all expenditures and legal commitments incurred by the United Nations in accordance with these terms and conditions have been satisfied from such funds. Thereafter, any surplus of funds contributed to the United Nations by the Association and remaining in the trust fund, other than the programme support charges and reserves mentioned above, shall be either returned to the Association or disposed of or otherwise used by the United Nations as agreed in writing by the Association and the United Nations. The terms and conditions set forth in this letter shall not be modified except by the written agreement of the United Nations and the Association.

The United Nations and the Association shall use all reasonable efforts to amicably resolve any dispute, controversy, or claim arising out of the terms and conditions

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set forth in this letter or the breach, termination, or invalidity thereof. Any such dispute, controversy, or claim between the United Nations and the Association that cannot be resolved amicably shall be referred by either Party to arbitration in accordance with the UNCITRAL Arbitration Rules then obtaining. The arbitral tribunal shall have no authority to award punitive damages. In addition, unless otherwise expressly provided in the Agreement, the arbitral tribunal shall have no authority to award interest in excess of the London Inter-Bank Offered Rate ("LIBOR") then prevailing, and any such interest shall be simple interest only. The "place of Arbitration", within the meaning of the UNCITRAL Arbitration Rules, shall be New York City, provided that, in light of the privileges and immunities of the United Nations, such reference to the "place of Arbitration" shall connote only the physical place of the arbitral proceedings and not the jurisdictional seat of the arbitration. The United Nations and the Association shall be bound by any arbitration award rendered as a result of such arbitration as the final adjudication of any such dispute, controversy, or claim.

Nothing in or relating to the terms and conditions set forth in this letter shall be a waiver, express or implied, of any of the privileges and immunities of the United Nations, including its subsidiary organs.

As mentioned above, if the Internet Governance Support Association is in agreement with the terms and conditions set forth in this letter agreement, I would be grateful if this letter could be countersigned by you or another authorized official of the Association, dated, and a copy thereof returned to me.

On behalf of the United Nations, I would like to take this opportunity in advance to thank the Internet Governance Support Association for its generous support of the work of the United Nations and, in particular, of the IGF Project.

Sincerely,



Juwang Zhu

Director, Division for Sustainable Development
Department of Economic and Social Affairs

For Internet Governance Forum Support Association:

For Internet Governance Support Association:

Name: RAUL ECHEBERRIA

Title: CHAIR OF THE EXECUTIVE COMMITTEE

Date: 31/10/16

Encl: (1) IGF Project Document

