Cooperation Agreement

Whereas	Microsoft supports the objectives of UNESCO as stipulated in UNESCO's Constitution and intends to contribute to UNESCO's programme priorities;
Whereas	The Parties entered into, on 25 January 2004, a Letter of Intent stating their intention to collaborate on a variety of activities in support of the common objectives of UNESCO's and Microsoft's government, education and community programmes. This Agreement seeks to build on that Letter of Intent and provide a framework to achieve the objectives expressed by the Parties;
Whereas	UNESCO and Microsoft entered into a regional agreement on 18 May 2004 for Latin America and the Caribbean to provide a framework under which UNESCO may access the Microsoft Partners in Learning Programme in that region (known as the "OREALC Agreement");
Whereas	UNESCO and Microsoft wish to explore possibilities for collaboration in several areas, including education and learning, community access and development and facilitating software application sharing, cultural and linguistic diversity, digital inclusion and capacity building, as well as the exchange of best practices in the area of mainstreaming ICT into socio-economic development programmes;

UNESCO and Microsoft hereby agree as follows:

Article 1 – Objectives

UNESCO and Microsoft recognise the importance of harnessing the use of ICT for education and community development programmes as a means of improving sustainable livelihoods in developing countries. As part of this common understanding, both Parties recognise that analyzing possibilities to align global and regional initiatives, as well as programmes, can enhance mutual efforts to build capacities, foster the diversity of ideas and empower people through participation in web communities and through their ability to access information and ICT.

Article 2 – Scope of Agreement

This Agreement establishes a strategic framework within which the Parties agree to cooperate to achieve the stated objectives. Further information on the strategic background is contained in Appendix 1. The Agreement defines: the institutional aspects of the partnership; the details of current projects and special initiatives that are already underway, about to begin

stakeholders, including various companies in the ICT industries. UNESCO's intention is to mobilise partners from civil society and, in particular, from the private sector to achieve its strategic goals and programme priorities;

Article 3 – Areas of Cooperation

UNESCO and Microsoft have identified the following areas where their cooperation and partnership can provide significant benefits to society and communities everywhere, but especially in developing countries:

- Education and learning
- Community access and development
- Cultural and linguistic diversity and preservation
- Digital inclusion and capacity building
- Exchange and promotion of best practices on the use of ICT for socio-economic development programmes (known as ICT4D, or ICT for Development)
- Fostering web-based communities of practice, including content development, knowledge sharing and empowerment through participation
- Facilitating exchange of information and of software applications
- Sharing expertise and strategies, such as on ICT4D efforts

Article 4 – Initial Projects

UNESCO and Microsoft will commence their collaboration on the following initial Projects and initiatives. Further details are contained in Appendices 2 and 3.

In the field of education and learning :

(i) Syllabus for Teacher Training on Integrating ICT into Teaching

UNESCO believes that ICT has a major contribution to make in supporting teachers and teaching, particularly if the technology can be integrated into instructional design, planning, pedagogy and the other critical components of effective learning and teaching. There are various providers of teacher training courses and certificates on the technical use of ICT for teachers and classrooms. Together, UNESCO and Microsoft aspire for there to be a quantum leap in the quality of courses and in accelerating their uptake by educationalists and teacher training institutions through the availability of standards, guidelines or benchmarks on what ought to be provided by those who offer courses on ICT teacher training.

Therefore, UNESCO with assistance from Microsoft is embarking on a multi-stakeholder initiative to develop a reference master curriculum ("Syllabus"), targeting those offering certificated courses on teacher training on the use of ICT. Examples of Syllabus components could include: skills for teaching and managing through ICT (for example development of generic ICT skills, effective use of ICT in the classroom, effective assessment techniques, knowing how to decide when ICT can bring improvements in learning, open and distance education, courseware development tools, and instructional design.

As a second phase, UNESCO proposes the development of a teachers' accreditation within course providers, educational policy-makers and teachers can refer to the Syllabus as a

collaborate with UNESCO on the Syllabus by drawing on Microsoft's experience in designing ICT products and services for use by educationalists and contributing know-how and technical expertise during the Syllabus concept and development phase. Microsoft will also contribute resources to illustrate and promote the concept of the Syllabus, commencing with a multi-media presentation of "lessons" that illustrate potential outputs from the Syllabus.

(ii) UNESCO Knowledge Communities
- building web communities of practice

UNESCO's work on building knowledge societies recognizes the great importance of "community" and the power of "communicating". ICTs make it possible to connect collaborative people and spaces – to build "web-based communities of practice" that will foster the exchange of know-how and sharing of experiences. With a focus on community empowerment and participation, UNESCO will utilize the Solutions Sharing Network ("SSN"), formally known as the Open Application Sharing platform or OAS, developed by Microsoft to develop UNESCO's experience in web-based communities of practice.

In particular, UNESCO will bring together international and national experts and stakeholders to develop content, best practices, share tools, mobilize interested parties, and to suggest solutions and strategies to address critical issues. Initially, UNESCO will build and moderate a suite of knowledge communities that will develop capacities around the themes of 'Technology Solutions in Education', 'Multilingualism in Cyberspace' and 'Information for All'. UNESCO will use this experience to better understand the modern dynamics of interactive, decentralized, multiple, online communities that are driven by their users from "the bottom-up", in an attempt to put information to work and to build a powerful collaboration environment.

(iii) Innovative Teachers Network

UNESCO and Microsoft will explore how the Innovative Teachers Network (ITN)[1] could further UNESCO's aims with the education community. The goal of ITN is to allow teachers to join and participate in networks sharing the same contexts and interests. UNESCO will explore how to facilitate content development. Microsoft will contribute the structure and framework necessary to share its best practices around content development and work with UNESCO to promote its adoption in accordance with UNESCO's stated objectives of promoting ICT learning in schools.

(iv) Partners in Learning

Microsoft's global initiative, Partners in Learning[2], seeks to address strategically issues concerning the use of ICT as a way to improve and facilitate learning and to leverage the exchange of expertise in education. The objective is to enable holistic solutions to the problem of access to current software and the use of ICT to improve learning in both technical and non-technical curricula. The initiative also envisions close partnerships with government, education systems and NGOs to enable programme delivery and facilitate measurable outcomes.

SEE APPENDIX 2
SEE APPENDIX 2

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...experuse with other centres to benefit under-served youth, help them meet future challenge and prepare the future workforce in North African countries.

(xi) Unlimited Potential Programme

Unlimited Potential (UP) is a programme dedicated to improving lifelong learning fo underserved communities, youth and adults through the provision of IT skills training i community technology centres or telecentres. The programme focuses on partnerships wit local communities, government, NGOs, to improve technology skills and accelerate th socio-economic development of their communities and countries. Microsoft is supporting th programme through cash donations to hire trainers, the creation of curriculum to be used b the community learner, the development of a support network and donations of software in 7 countries. The above Project (v) for a youth resource facility is an example of an Unlimite Potential activity. UNESCO and Microsoft will explore the potential for further Unlimite Potential Projects to be developed elsewhere.

(vii) Global Support Network

Microsoft and the International Development Research Centre (IDRC) are establishing a lon term partnership to develop a telecentre support network, locally-driven and internationall connected to provide practical and relevant services to the community of telecentres aroun the world in their efforts to provide technology skills, training and lifelong learnin opportunities to individuals in their communities.

With the focus on ICT capacity-building and digital inclusion provided by the Worl Summit on the Information Society, the UNICT Task Force and other initiatives at nationa and international level, Microsoft and IDRC aim to work with as many committed partners a possible in a joint effort to scale-up support to community-based ICT.

UNESCO recognizes the widespread need for such an enabling partnership and competence driven platform and intends to work with Microsoft, as well as with IDRC and othe prospective partners, to facilitate the GSN resulting in a network that effectively meets th needs of community-based ICT. Microsoft and IDRC may invite UNESCO to join IDRC an Microsoft in driving the GSN 5-year partnership commitment and to attend consultatio meetings. UNESCO, IDRC and Microsoft will further engage to identify specific activities fo cooperation which will be broadly identified across the four main goals of inclusivenes localization for access to all (especially with a focus on people with disabilities), leveragin know-how and best practice, and policy engagement based on experience from the GSN implementation.

...experiences, participation in cyberspace and the sharing of information and experiences among youth, working across geographical boundaries. This will be a collective effort by UNESCO, Microsoft, and the Government of Tunisia (or such other host country) to host a sub-regional centre of excellence that will share resources and

In the fields of access and learning : -

(viii)   **Computer Refurbishment and Vocational Skills[4]**

The Parties recognize the importance of capacity-building as a key component of improving ICT in developing countries. The Digital Pipeline Pilot Project, whereby Microsoft is building a model leveraging its resources and partnerships to help orchestrate a PC pipeline from developed countries to developing countries is designed to help countries access cost-effective computer technology and develop corresponding ICT and vocational skills. The intention is to assist developing countries to scale education and community development projects while creating value and the basis for a sustainable economic model in the country to support ICT development.

As more actors consider the refurbishment of computer equipment as a strategy to address the digital divide, UNESCO believes that there is a growing need to understand the challenges and critical success factors of refurbishment projects.

[Micro]soft will share information with UNESCO on the implementation of its Digital Pipeline [pilo]t. Based upon the experience gained through the pilot, UNESCO will either develop or [faci]litate the development of a series of best practices or other guidance material for wider [diss]emination to assist other actors and developing countries in their efforts to establish [refu]rbishment projects.

[UN]ESCO will also cooperate with Microsoft to promote and influence the pilot with a view to [incr]easing the supply of PCs for refurbishment through partnerships with companies, [refu]rbishers, shipping partners, NGOs and governments.

[In t]he fields of access and cultural diversity : -

(ix)   Local language development

[Mic]rosoft and UNESCO recognize the importance of providing access to technology in a way [that] preserves language and culture and will work together on the following three initiatives:

(a)   Local Language Programme

Microsoft has developed a global initiative called the Local Language Programme to provide desktop software and tools in local languages by collaborating with local experts (governments, universities and other interested parties) and in turn to help build robust local IT economies.

The goals of the Local Language Programme are to:
- Bridge the digital divide between developed and emerging markets;
- Preserve language and culture through the use of technology to impact language and culture in a positive way;
- Help build the local ICT economy.

UNESCO and Microsoft will work together to identify which languages should be prioritized as part of the programme. Microsoft will then work with local Governments to pursue such localised language software development.

(b) Multilingualism Event

UNESCO and Microsoft will collaborate on an event (whether through Mother Language Day or associated with UNESCO's efforts on the theme of Multilingualism in Cyberspace) to promote cultural and linguistic diversity and work together on a strategy to promote the event.

(c) Language Sources

UNESCO and Microsoft will work together to identify the appropriate sources to ensure that the official versions of a given language are correctly identified and attributed.

Article 5 – Future Projects

The Parties will work together to achieve the goals of the relationship. Beyond the Projects identified expressly in this Agreement, such collaboration will include identifying further possible areas and projects for cooperation. The Parties will ensure that such a dialogue occurs at the appropriate level within their respective organisations. This will involve the Parties consulting with national Governments and authorities where appropriate. The Parties will negotiate in good faith to finalise the terms of any subsequent agreement(s) that are required to give effect to a specific project or the undertakings set out in this Agreement. Where the Parties agree, this may be done by an exchange of letters detailing the deliverables and responsibilities of the Parties in respect of the relevant Project and will be prepared to incorporate the General Conditions set out below.

Article 6 – Review and Information Exchange

The Parties will meet no less than once every 6 months to review the status and progress of the objectives set out in this Agreement. Each Party will appoint a suitable representative to attend such review meeting. As well as reviewing status and progress, such meetings will provide a forum for the Parties to exchange information about new initiatives and opportunities to collaborate in the context of the goals of the partnership.

Article 7 – Term and Termination

This Agreement will remain in effect for five (5) years unless otherwise terminated by either Party. Either Party may terminate for convenience at any time by giving not less than sixty days' prior written notice.

Article 8 – Confidentiality and Public Announcements

This Agreement is not governed by an obligation of confidentiality and, subject to the prohibition in Article 11, either Party may issue press releases or make public announcements relating to the Agreement. However, with regard to the subsequent agreements that are required to give effect to the undertakings set out in this Agreement or relate to a specific Project, there may be confidentiality obligations between the Parties and, if applicable, these will be set out in the subsequent agreements pertaining to the relevant Project.

GENERAL CONDITIONS

Article 9 – Financial Contribution

If Microsoft agrees to make financial contributions to UNESCO, such contributions will be made in accordance with UNESCO's financial regulations, including those regulations concerning administrative support costs.
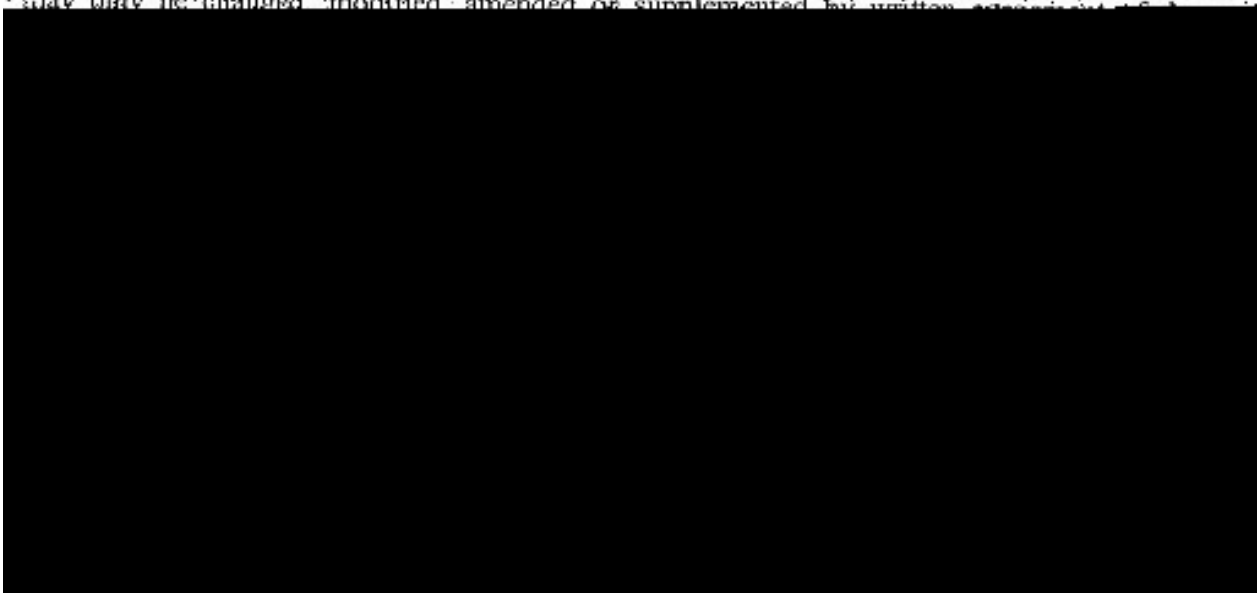
Article 10 – Liability and Status

Nothing in this Agreement shall be construed as establishing a legal partnership (such as, by way of clarification, partnership liability), joint venture, agency, exclusive arrangement, or other similar relationship between the Parties. Neither Microsoft nor anyone whom it may employ shall be considered as an agent of UNESCO or a member of the staff of UNESCO, and, except as otherwise provided, shall not be entitled to any privileges, immunities, compensation or reimbursements, nor shall be authorized to commit UNESCO to any expenditure or other obligations.

Article 11 - Use Of Name, Emblem Or Official Seal of UNESCO or its Affiliates

Microsoft Corporation and its affiliates shall not in any manner whatsoever use the name, emblem or official seal of UNESCO or its affiliates, or any abbreviation of the name of UNESCO or its affiliates in connection with its business or otherwise without express prior written permission of UNESCO.

Article 12 – Amendments

This Agreement shall not be effective unless and until signed by both Parties. This Agreement may only be changed, modified, amended or supplemented by written

Article 15 - Conformity with Laws

Microsoft agrees to respect the laws of the countries in which it operates. Microsoft guarantees that it will not permit any official of UNESCO to receive a direct or indirect profit from this Agreement. Microsoft will comply with U.S. export law to the extent that such export laws are applicable to the terms of this Agreement.

Article 16 - Settlement of Disputes—Arbitration

All disputes arising out of or in connection with the present Agreement shall be settled by mutual understanding. However, if no amicable settlement can be arrived at any dispute shall be arbitrated according to the rules defined by UNCITRAL (United Nations Conference for International Trade Law).

Article 17 - Indemnity

The Parties shall hold each other harmless, defend and indemnify each other against all awards, damages or costs incurred resulting from any intellectual property lawsuit or other liability occurring under the present Agreement and arising out of acts or omissions of the other Party.

Article 18 - Intellectual Property Infringement

In the event a Party learns or believes that a breach or infringement of its intellectual property rights or confidential trade secret information has occurred or is occurring, that Party (the "non-infringing Party") shall notify the other Party (the "infringing Party") of the existence of such breach or infringement. The infringing Party shall immediately exercise all necessary and best efforts to halt such breach or infringement. In the event that after the notice is delivered to the infringing Party, there is a dispute, controversy, claim or disagreement between the Parties with regard to any infringement or breach of intellectual property or confidential trade secret information, the infringing Party shall cease and desist from any such action(s) in question until the dispute, controversy, claim or disagreement can be submitted and resolved pursuant to the Settlement of Disputes – Arbitration provision.

Article 19 - Notification

The addresses for service of notices under the present Agreement shall be:

If to Microsoft:

Copy to: Microsoft Corporation
            One Microsoft Way
            Washington 98052-6399
            USA

If to UNESCO:

Copy to: UNESCO,
            The Director,
            Division for Co-operation with Extra-budgetary Funding Sources
            Sector for External Relations & Co-operation
            7, place de Fontenoy