

# MEMORANDUM OF UNDERSTANDING

*Between*

**The Asian-Oceanian Computing Industry Organization (ASOCIO)**



*And*



**The World Information Technology and Services Alliance-**

**February 2016**

This MEMORANDUM OF UNDERSTANDING (MOU) is effective as of January 1, 2016, consistent with Sections 5.1 and 10.1, by and between The Asian-Oceanian Computing Industry Organization (ASOCIO), c/o JISA, 9th Fl, Nittobo Bldg, 2-8-1, Yaesu, Chuo-ku, Tokyo, 104-0028 Japan and The World Information Technology and Services Alliance (WITSA), 8300 Boone Blvd, Suite 450, Vienna, Virginia, United States of America. ASOCIO and WITSA may be referred to herein collectively as “Parties” or individually as a “Party”.

#### **WHEREAS**

- WITSA-Founded in 1978, the **World Information Technology and Services Alliance (WITSA)** is a leading consortium of leading ICT industry association members from over 80 countries/economies. WITSA’s members represent more than 90 percent of the world ICT market.
- WITSA passion is “*Fulfilling the Promise of the Digital Age.*” As the leading recognized voice of the global ICT Industry, WITSA aims to drive transformation and grow the industry. WITSA believes ICT is the key driving force of global economic growth. WITSA is dedicated to the following:
  - Advocating international public policies that advances the industry’s growth and development;
  - Facilitating international trade and investment of ICT products and services through our global network of contacts;
  - Promoting industry cooperation and strengthen our national associations through the sharing of knowledge, experience, and critical information;
  - Publishing global ICT research;
  - Awarding its signature event the World Congress on Information Technology (WCIT).
  - Organizing and hosting the *Global ICT Excellence Awards* to recognize the most outstanding ICT users.

#### **AND WHEREAS**

- The **Asian-Oceanian Computing Industry Organization (ASOCIO)** is a grouping of IT industry associations from economies in the Asia and Oceania region. ASOCIO was established in 1984 with the objective to promote, encourage and foster

relationships and trade between its members, and to develop the computing industry in the region.

Presently, ASOCIO represents the interests of **24** members from Australia, Bangladesh, Bhutan, Brunei, Cambodia, Chinese Taipei, Hong Kong, India, Indonesia, Japan, Laos, Macao, Malaysia, Mongolia, Myanmar, Nepal, New Zealand, Pakistan, Philippines, Singapore, South Korea, Sri Lanka, Thailand and Vietnam Today, ASOCIO's members account for more than 10,000 ICT companies and represent approximately US\$350 billion of ICT revenue in the region.

Under the ASOCIO umbrella, member economies are provided an opportunity to collaborate amongst the member economies for growth.

- **ASOCIO's Mission**

*"To be globally recognized as the champion for Asia Oceania in the promotion and facilitation of ICT trade and development for our members".*

- **ASOCIO's Vision**

ASOCIO is recognized as the premier platform for its members to:

- Create and facilitate frameworks and processes for ICT trade;
- Engage and influence Asia Oceania's governments to reduce and remove global trade barriers, and develop the ICT industry;
- Assist member economies to build globally competitive ICT industry;
- Be the Voice of ICT industry at international trade and technology for a; and
- While security is a complex issue, respondents almost unanimously agreed on the need for standards and auditing mechanisms.

- **ASOCIO's Objectives**

*"To serve as the leading voice of the IT industry in the region."* ASOCIO's major objectives are:

- To promote, encourage, foster, develop and coordinate the interests of members of the organization in the computing services industry.
- To encourage its members to formulate, maintain and establish a code of conduct including standards of services and performance, as guidelines for compliance by the computing serviced industry.

- To promote the interests of the industry through the print media, exhibitions, competitions and public for as may be advantageous to the computing services industry.
- To formulate and propose model legislative or other such measures for the advancement of the interest of the computing services industries and the community.
- To mutually promote, encourage, foster and develop computing services and other ancillary and allied industries.
- To promote opportunities for the interchange of opinions on matters affecting the computing services industry, including cooperation with other organizations on matters of common interest.
- To prepare, edit, print, issue, acquire and circulate trade journals, directories, books, papers, periodicals, gazettes, circulars and other publications which have a bearing on the computing services industry or on any other business considered by the General Assembly of the organization to be allied, and to form libraries and collections of literature, and compile statistics and other information relating to the computing services industry.
- To confer, consult, maintain, contact and cooperate with any association, society or institution having objectives in whole or part similar to those of the organization.

**AND WHEREAS**

In view of the common element of the aims, objectives and mandates of the ASOCIO and WITSA and further also considering the benefits that may accrue to the stakeholders of the Parties as a result of the synergies realised through a collaboration between the two Parties, the ASOCIO and WITSA have decided to enter into this Memorandum of Understanding (MOU);

**NOW, THEREFORE** the Parties have agreed as follows:

**ARTICLE 1 - Objective and Areas of Cooperation**

1.1 The objective of this MOU is to explore all possible avenues of cooperation between the ASOCIO and WITSA to collaborate where both Parties agree to do so within the context of existing obligations, and without adversely affecting in any manner the current corporate and legal privileges, obligations and duties of either Party.

- 1.2 Without limitation to the generality of the objective, the possible areas of collaboration may include;
- a) Assisting each Party to expand its professional global network;
  - b) Support each other's event marketing to all respective members; (Details to be determined);
  - c) Provide each Party with opportunities to offer special delegate registration packages to summits, conference and other meetings;
  - d) Advertise each others' events on respective web calendar of events;
  - e) Review joint revenue opportunities;
  - f) Assist each other in retaining existing members recruiting new members.
  - g) Mutual permission to display each other's LOGO's (only after mutual agreement, per case)
- 1.3 Appoint one representative from each Party:  
To attend all meetings of the other Party and to participate in discussions, as may be appropriate and feasible. Such representative shall not be a non-voting participant at such meetings and will not be counted in the determination of any quorum at meetings. In matters of a confidential nature, such representative will, on request, absent himself from the meeting.
- 1.4 While each Party agrees that it prefers to work with the other Party in fields of work where mutual cooperation is possible and desirable, it is understood by both parties that this MOU is non-exclusive and will not in any manner hinder either Party from working with any other person or organisation if such Party decides to do so.
- 1.5 This MOU is a non-binding statement of the mutual intentions of the Parties. The Parties may decide to sign separate specific agreements to include mutual rights and obligations, financial obligations in order to undertake the execution of specific activities or projects which are realised as a result of this MOU.

## **ARTICLE 2 - Assignment or Transfer to Third Parties**

- 2.1 The responsibilities of a Party under this MOU are not assignable or transferable without the prior written consent of the other Party.

### **ARTICLE 3 – Financial Arrangements**

3.1 The Parties concur that they will each use their own funds or funding sources to perform their respective responsibilities under this MOU. This MOU does not represent any commitment with regard to funding on the part of either Party.

### **ARTICLE 4 – Privileges and Immunities**

4.1 Nothing in this MOU may be interpreted or construed as a waiver, express or implied, or a modification, of the privileges, immunities and facilities which the ASOCIO and WITSA currently enjoy.

4.2 Unless it is in writing under the hand of an authorised signatory of either Party, any waiver of a privilege of either Party shall not be valid.

### **ARTICLE 5 - Entry into Force, Duration and Termination**

5.1 This MOU shall be effective as of February 25, 2016, provided authorized signatories of both Parties shall have executed this MOU, and shall remain in effect unless terminated by either Party with advance written notice to the other. It shall terminate thirty (30) days after receipt of such notice. Notwithstanding its termination, the provisions of this MOU shall survive to the extent necessary to permit an orderly settlement of accounts between the Parties and to bring ongoing activities to a proper close with the least disruption to the pending work.

### **ARTICLE 6 - Channel of Communication and Notice**

6.1 For the purpose of facilitating the implementation of the working arrangements to be established by the Parties in the framework of this MOU, the channel of communication between the Parties, and the giving of any notice hereunder, shall be to:

For **ASOCIO**

For **WITSA**

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**Bunrak Saraggananda**

**Chairman**

[bunrak@magicsoftware.co.th](mailto:bunrak@magicsoftware.co.th)

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**Santiago Gutierrez**

**Chairman**

[sgutierrez@witsa.org](mailto:sgutierrez@witsa.org)

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**David Chang**

**Secretary General**

[davidchang@asocio.org](mailto:davidchang@asocio.org)

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**Dr. James H. Poisant**

**Secretary General**

[jpoisant@witsa.org](mailto:jpoisant@witsa.org)

- 6.2 Either Party may, by notice in writing to the other Party, designate additional representatives or substitute other representatives for those designated, for specific activities or projects.
- 6.3 Notices shall be sent by e-mail and shall deem to have been received by the addressee twenty-four (24) working hours after dispatching.

#### **ARTICLE 7 - Amendments**

- 7.1 The terms and conditions of this MOU may only be changed by mutually agreed written amendment signed between the Parties.

#### **ARTICLE 8 - Settlement of Disputes**

- 8.1 The Parties confirm that they shall exercise good faith efforts to resolve any dispute between the Parties arising from or in connection with this MOU through mutual negotiation, consultations and mediation.

#### **ARTICLE 9 - Confidentiality**

- 9.1 Each Party agrees to treat with the utmost confidentiality all documents, information and/or data obtained in the course of the execution of this MOU and deemed confidential by the other Party or which due to the nature of such information should be treated as confidential and shall not disclose same without the prior written

confirmation of the Party that disclosed the information unless compelled by a lawful order of a court of law or as a result of binding legislation.

**ARTICLE 10-Duration of Agreement**

10.1 This MOU shall be effective as of February 25, 2016 and shall remain in effect for a period of three (3) years.

10.2 Unless action is taken to terminate or change the scope of this MOU it will automatically be extended for an additional two (2) year period.

**ARTICLE 11-Other Terms**

11.1 This MOU constitutes the entire understanding of the Parties, supersedes all previous understanding and commitments, and may be amended or modified only in writing as signed by an official representative of each Party.

11.2 Neither Party will be liable to the other for any consequential, special, or incidental damages in connection with this MOU, even if advised of the possibility of such.

IN WITNESS WHEREOF, the Parties hereto, each acting through its duly authorized Representative/s has this MOU either in person or electronically signed in the English language.

**SIGNATURE APPEAR ON THE FOLLOWING PAGE.**

FOR AND ON BEHALF OF The Asian-  
Oceanian Computing Industry Organization



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**Bunrak Saraggananda**

**Chairman**

Place: Bangkok, Thailand

Date: 23/02/2016

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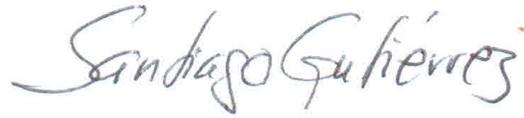
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**David Chang**

**Secretary General**

Place: Taipei, Taiwan

Date: 22/02/2016

FOR AND ON BEHALF OF THE World  
Information Technology and Services Alliance



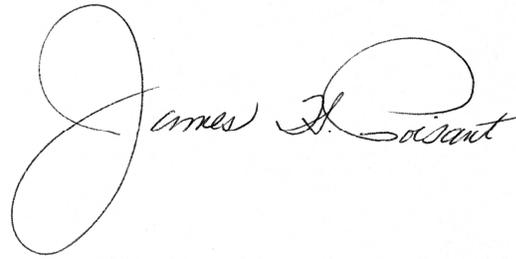
.....  
**Santiago Gutierrez**

**Chairman**

Place:

Date: 25/02/2016

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**Dr. James H. Poisant**

**Secretary General**

Place: Vienna, Virginia, USA

Date: 25/02/2016