

## DEPARTMENT OF INTERNATIONAL RELATIONS AND COOPERATIONS

NO. 871

24 AUGUST 2018



## MINUTE

In accordance with the powers vested in me by section 6(2) of the Diplomatic Immunities and Privileges Act, 2001 (Act No. 37 of 2001), I hereby recognise ITU Telecom World 2018, an event of the International Telecommunication Union, scheduled to take place at the Durban International Convention Centre from 10 to 13 September 2018.

In accordance with section 7(1) of the said Act, the immunities and privileges to be conferred to the ITU Telecom World 2018 event is provided for in the Host Country Agreement between the Government of the Republic of South Africa represented by the Minister of Telecommunications and Postal Services and the International Telecommunication Union represented by its Secretary-General relating to the Holding, Organization and Financing of the ITU Telecom World 2018 of the International Telecommunication Union, concluded on 13 July 2018.

A handwritten signature in black ink, appearing to read 'Lindiwe', written over a horizontal line.

**Lindiwe Nonceba Sisulu****Minister of International Relations and Cooperation****Date:** 10 August 2018

**NOTICE**

It is hereby published for general information that the Minister of International Relations and Cooperation has, in terms of section 6(2) of the Diplomatic Immunities and Privileges Act, 2001 (Act No. 37 of 2001), recognised ITU Telecom World 2018, an event of the International Telecommunication Union, taking place at the Durban International Convention Centre from 10 to 13 September 2018, for the purposes of granting immunities and privileges as provided for in the Host Country Agreement between the Government of the Republic of South Africa represented by the Minister of Telecommunications and Postal Services and the International Telecommunication Union represented by its Secretary-General relating to the Holding, Organization and Financing of the ITU Telecom World 2018 of the International Telecommunication Union, concluded on 13 July 2018.



## HOST COUNTRY AGREEMENT

*between*

**THE GOVERNMENT OF THE REPUBLIC OF  
SOUTH AFRICA**

**represented by the Minister of Telecommunications  
and Postal Services**

*and*

**THE INTERNATIONAL TELECOMMUNICATION  
UNION**

**represented by its Secretary-General**

*relating to*

**THE HOLDING, ORGANIZATION AND  
FINANCING OF**

**ITU TELECOM WORLD 2018**

*of the International Telecommunication Union*

**PREAMBLE**

- A. **WHEREAS** by virtue of Resolution 11 (Rev. Busan, 2014), the International Telecommunication Union (hereinafter referred to as “ITU” or the “Union”) should, in collaboration with its Member States and Sector Members, organize telecommunication/information and communication technology (ICT) events (hereinafter referred to as the “ITU Telecom Events”) on a predictable and regular basis, taking due account of the need to ensure the financial viability of such events, as well as their neutral impact on the ITU budget on the basis of the existing cost-allocation as determined by the ITU Council;
- B. **WHEREAS** in accordance with Resolution 11 (Rev. Busan, 2014) the organization of exhibitions is not the main objective of ITU and, if it is decided to arrange such exhibitions in conjunction with ITU Telecom Events, they should preferably be outsourced and close collaboration should be organized between ITU and the outsourced company;
- C. **WHEREAS** ITU Telecom Events are of considerable importance in keeping the membership of the Union and the wider telecommunication/ICT community informed of the latest advances in all fields of telecommunications/ICT and the possibilities of applying these achievements for the benefit of all Member States and Sector Members, particularly the developing countries;
- D. **WHEREAS** the organization of ITU Telecom Events provides a number of direct and indirect economic and social benefits to host countries;
- E. **WHEREAS** all expenses of ITU Telecom Events shall be recovered through the generation of positive revenues and financial commitments of the host country;
- F. **WHEREAS** ITU has a governance structure for the design and implementation of ITU Telecom Events;
- G. **WHEREAS** at the invitation of ITU, the Government of the Republic of South Africa (hereinafter referred to as the “Government”) submitted an offer to the Secretary-General of ITU to host the Event pursuant to the terms and conditions contained in this Host Country Agreement together with all of its Annexes and their Appendices (hereinafter referred to as the “Agreement”); and



- H. **RECALLING** Resolution 1004 and Decision 304 of the Council relating to “*the privileges, immunities and facilities related to activities of the Union*” and to “*the participation of the delegations of members of the Union in conferences and meetings of the Union,*” respectively.
- I. **NOW, THEREFORE**, the Government, represented by the Minister of Telecommunications and Postal Services, and ITU, represented by the Secretary-General, (hereinafter referred to collectively as the “Parties”),
- HEREBY AGREE** as follows:

## ARTICLE 1

### Title of Event and Definitions

- 1.1 The Event shall be organized under the title “ITU Telecom World 2018”.
- 1.2 For the purposes of this Agreement, the term “ITU Official” shall be understood to mean any elected official of ITU taking part in the Event, any ITU official or staff member assigned to the Event, or any official specifically recruited for the Event by ITU.
- 1.3 For the purposes of this Agreement, the term “Event Participant” shall be understood to mean any exhibitor, sponsor, moderator, facilitator, speaker, representative of Member State, representative of Sector Member and expert as well as any person invited to attend the Event by the ITU Secretary-General; provided that all the above have duly registered to attend the Event.
- 1.4 For purposes of this Agreement, the term “representative of Sector Member” shall be understood to mean any person sent to the Event by an ITU Sector Member, Associate or Academia.
- 1.5 For purposes of this Agreement, the term “Host Country” shall mean the Republic of South Africa.
- 1.6 For purposes of this Agreement, the term “Host Country Supporter” shall mean any third party which the Parties mutually agree in writing;
- a) shall be engaged by the Host Country for the purpose of sponsoring or assisting (whether financially or otherwise) the Government in the performance of any of its duties or obligations under this Agreement, including the Host Country Obligations set forth in Annex 1 hereto;

and

b) may receive certain visibility or other benefits at the Event, subject to and in accordance with Article 11 and Annex 2 of this Agreement.

1.7 For the purposes of this Agreement, "ICT" refers to Information and Communication Technology.

## ARTICLE 2

### Venue and Dates

- 2.1 The Event shall be held at the Durban International Convention Centre (hereinafter referred to as the "Venue") in Durban, the Republic of South Africa.
- 2.2 The Event shall be held from 10 to 13 September 2018 and will include three main phases, namely: the build-up, the holding, and the dismantling of the Event.
- 2.3 Specific conditions related to the precise dates during which the premises, facilities, services and local staff to be provided by the Government in connection with the Event must be made available and fully operational, are specified in Annex 1 to this Agreement.
- 2.4 The Government recognizes the legal personality of ITU for the purposes of entering into contracts, acquiring and disposing of movable property, and receiving and instituting legal proceedings, without prejudice to the immunities and privileges provided for in this Agreement.

## ARTICLE 3

### Organization

- 3.1 Invitations to take part in the Event shall be sent by the ITU Secretary-General.
- 3.2 ITU shall have the responsibility for organizing and holding the Event, except for those specific and express functions to be carried out by the Government, as detailed in this Agreement. Without limiting the generality of the foregoing, ITU shall, in particular, be responsible for:



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- 3.2.1 identifying and appointing any and all subcontractors and sponsors of ITU in connection with the Event other than the subcontractors and Host Country Supporters specifically agreed to in writing between the Parties to be engaged by the Government for the purposes of carrying out the functions and responsibilities of the Host Country set out in this Agreement;
- 3.2.2 identifying, negotiating and entering into all subcontractor and sponsorship agreements related to all aspects of the Event, provided that the Government shall negotiate and sign its own agreements with its subcontractors and Host Country Supporters;
- 3.2.3 determining the scope of and granting benefits, recognition or visibility to any third parties in connection with the Event;
- 3.2.4 preparing and approving the General Regulations which shall govern the Event;
- 3.2.5 allocating space at the Venue;
- 3.2.6 establishing all prices and fees for the Event and all products or services provided by ITU or its service providers and ensuring, as appropriate, preferential prices for small and medium size enterprises from the Host Country;
- 3.2.7 organizing all official social events, forums, programmes and excursions to be held in connection with the Event; provided that the events described in Article 2.6 of Annex 1 hereto shall be organized by the Government (not by ITU);
- 3.2.8 approving the production, promotion and sales of any and all materials in connection with the Event including, but not limited to advertising, billboards, radio, television, online and other electronic media, newspapers and other publications, and visibility to ITU sponsors and Host Country Supporters, in collaboration, as appropriate, with competent bodies designated by the Government;
- 3.2.9 establishing ITU's budget for the Event;
- 3.2.10 deciding on all matters pertaining to the structure, theme and content of the Event; and
- 3.2.11 billing and collecting all payments arising exclusively in the



context of ITU's contractual agreements.

- 3.3 ITU shall retain the exclusive ownership of and rights to manage and distribute the data and other information created during and for the Event.
- 3.4 All official relations with the media (radio and television, electronic media, newspapers and other publications, etc.) with regard to the preparation, conduct and follow-up of the Event, as well as all official communication activities undertaken for the Event, shall be the responsibility of the Secretary-General or his designated representative, in cooperation with the competent authorities designated by the Government.
- 3.5 The ITU Secretary-General or his designated representative shall exercise the responsibility described in Article 3.4 in accordance with the general practice followed for other conferences, assemblies and meetings of ITU. In particular, accreditation of representatives of media shall be ITU's sole responsibility.
- 3.6 ITU shall consult with the Government on a regular basis and on an ad hoc basis as necessary to discuss material (individually or in the aggregate) developments regarding the preparation of the Event and the overall implementation of the Agreement.

## ARTICLE 4

### Host Country Obligations

- 4.1 Host Country Obligations other than those included in this Agreement are specified in Annex 1 to this Agreement.
- 4.2 The Government agrees to perform all of its Host Country Obligations as and when required under the terms of this Agreement, including the requirements in terms of Venue infrastructure, taking into account the needs of persons with disabilities and persons with specific needs, including accessible facilities, arrangements for webcasting facilities and captioning (including transcripts of the captioning). The Government shall defray all costs and expenses in connection with the performance of its Host Country Obligations, and ITU shall have no liability or obligation of any kind in connection therewith.



- 4.3 The Government shall consult with ITU on a regular basis and on an ad hoc basis as necessary to discuss material (individually or in the aggregate) developments regarding the preparation of the Event and the overall implementation of the Agreement.

## ARTICLE 5

### Income

- 5.1 Any surplus income derived from the organization and holding of the Event shall belong entirely to ITU.

## ARTICLE 6

### Other Events

- 6.1 Unless mutually agreed between the Parties, and in so far as it is within its control, the Government agrees neither to sponsor nor to hold, nor to allow or facilitate any third party to organize or hold, any other national, regional or international ICT/telecommunications-related commercial event, exhibition or forum in the Republic of South Africa, within the period of three (3) months prior to and one (1) month after the Event.

## ARTICLE 7

### Privileges, Immunities and Facilities

- 7.1 In compliance with Decision 304 of the Council, confirmed by ITU's Resolution 1004, the Government shall apply, without reservation, the provisions of the Constitution and the Convention of the ITU and, in its capacity as host Government of the Event, shall authorize all Event Participants and all ITU Officials, as well as members of their families, to enter, remain in, and exit the Republic of South Africa without any impediments, throughout the duration of their functions, mission(s) or stay(s) in connection with the Event.
- 7.2 Unless otherwise specified in this Agreement, the Parties hereto agree that the provisions of the Convention on the Privileges and Immunities of the

Specialized Agencies (hereinafter the “1947 Convention”), approved by the General Assembly of the United Nations on 21 November 1947 and to which the Republic of South Africa is a Party, shall apply in respect of the Event, to:

- a) ITU Officials and members of their families;
- b) ITU and its properties; and
- c) assets and funds, of representatives of Member States, and of representatives of the UN and its Specialized Agencies,

in the framework of this Agreement and its implementation.

7.3 The Government shall ensure that Event Participants as well as persons performing functions for ITU shall enjoy immunity from legal process in respect of words spoken or written and any acts performed by them in connection with their participation in the Event.

7.4 ITU and its property and assets, by whomever held or used, shall enjoy immunity from every form of legal process, except insofar as, in any particular case, ITU has expressly waived its immunity in writing signed by a duly authorized representative of ITU.

7.4.1 It is understood that no waiver of immunity shall extend to any measure of execution.

7.4.2 For the purpose of the 1947 Convention, the Venue shall be deemed to constitute premises of ITU in the sense of Article 5 of the 1947 Convention, and access to the Venue shall be subject to the authority and control of ITU, in collaboration with the Government. A security plan, drawn up by ITU in consultation with the relevant Host Country authorities, will address how the Government fulfils its security obligations in this context.

7.4.3 The Venue shall be inviolable for the duration of the Event, including its preparatory and closing stages.

7.4.4 The property and assets of ITU, by whomever held or used, shall be immune from search, requisition, confiscation, expropriation and any other form of interference, whether by executive, administrative, judicial or legislative action.

7.4.5 All documents belonging to or held by ITU shall be inviolable.

## ARTICLE 8

### **Cancellation, Postponement, Venue Change and Force Majeure**

- 8.1 ITU shall have the right to cancel or postpone the Event, or change the Venue, upon providing the Government prior written notice thereof. In the event of the cancellation, interruption, postponement or change of the Event or the Venue as a result of a decision by ITU, ITU shall have the right to terminate this Agreement within five (5) calendar days following receipt by the Government of the notification of termination. In case of any such termination, ITU's liability, whether financial or otherwise, shall be confined solely to the expenditure incurred directly by the Government in respect of items needed for the organization and preparation of the Event up to the date of termination only, to the extent that such expenses no longer serve any useful purpose and provided they were justified and cannot be cancelled or reduced. If such termination is the result of force majeure, or occurs by mutual agreement between the Parties, each Party shall bear its own costs.
- 8.2 If, prior to or during the Event, the Government is no longer in a position to host the Event or permit it to take place on the dates scheduled, or requests that the Venue be changed, the Government's responsibility to ITU shall be limited to the expenses deriving from that decision, in particular all expenses already committed or paid by ITU in respect of items needed for the Event, to the extent that such expenses no longer serve any useful purpose and provided that they were justified and cannot be cancelled or reduced.
- 8.2.1 Any expenditure which may be incurred by ITU for the rental of premises, other than those specified in Article 2 of this Agreement, for the holding of the Event shall likewise be defrayed by the Government.
- 8.2.2 In addition, the Government shall be responsible for dealing with any action, claim or demand arising out of the Government's decision to cancel, postpone or change the Event or the Venue and shall indemnify and hold harmless ITU and its officials in respect of any such action, claim or demand.



- 8.2.3 Notwithstanding the provisions of Articles 8.2, 8.2.1 and 8.2.2, any Government request to cancel the Event or to change the dates of the Event or the Venue shall be subject to approval by ITU.
- 8.3 Notwithstanding Article 8.1, ITU reserves its right to cancel this Agreement, after prior consultation with the Government, should ITU decide that participation in the Event will be adversely affected by public travel restrictions to the Host Country. In this case, if the Agreement is cancelled, each Party shall be responsible for its own costs.
- 8.4 *Force majeure* under this Agreement shall mean acts of God, industrial disturbances, acts of public enemy, war (whether declared or not), invasion, insurrection, public riot, civil disturbances, fire, flood, earthquake, explosions or any other act, event or occurrence of a similar nature or force which is beyond the control of either Party and which neither Party, exercising due care, is able to overcome.
- 8.5 As soon as possible upon occurrence of any act constituting *force majeure*, either of the Parties shall give written notice and full particulars thereof to the other Party, if the occurrence of the *force majeure* risks rendering the proper performance of this Agreement, wholly or in part, impossible. In that event, both Parties shall, within five (5) calendar days after receipt of such written notification by either of the Parties, enter into negotiations, in order to assess mutually *the force majeure* and its impact on the proper performance of the Agreement, and to agree mutually on any necessary period of suspension of services to be performed hereunder, on any extension of the duration of this Agreement needed to complete its performance or, if necessary, to agree on the termination of this Agreement and the settlement of the related financial issues.
- 8.6 The settlement agreed upon by both Parties during these negotiations, which shall be concluded no later than five (5) working days after their commencement unless otherwise agreed upon in writing by the Parties, shall be recorded in a written agreement between the Parties which shall be annexed hereto, and shall form an integral part of this Agreement.
- 8.7 If the Parties are unable to agree on the adjustments to be made as a consequence of an act of *force majeure*, this Agreement shall be terminated at the end of the period of negotiations referred to in Article 8.6, and the dispute shall be settled in accordance with the provisions of Article 12.

**ARTICLE 9****Implementation**

- 9.1 Arrangements for the implementation of this Agreement shall be agreed in writing between the Secretary-General or his designated representative and the Government or the liaison officer designated by those competent authorities.

**ARTICLE 10****Assignment and Binding Effect**

- 10.1 Except as otherwise expressly set forth in this Agreement, neither of the Parties shall assign, transfer, pledge or make any other disposition of this Agreement, or any portion thereof, without the prior written consent of the other Party.
- 10.2 This Agreement shall be binding upon the two Parties, their successors and permitted assignees.

**ARTICLE 11****Contractual Relationship**

- 11.1 The Government, where necessary, shall have the right to engage subcontractors or Host Country Supporters to assist it in the performance of its duties and obligations contained in this Agreement. To this end, ITU shall make available to the Government the services, products, facilities and benefits listed in Annex 2 of this Agreement, which, subject to Articles 11.2 and 11.3 below, may be used by the Government, in whole or in part, to the benefit of one or more subcontractors and/or Host Country Supporters.
- 11.2 Notwithstanding the engagement of any subcontractor or Host Country Supporter by the Government:
- a) the Government shall remain responsible under this Agreement for the proper performance of its duties and obligations to be carried out by its subcontractors or Host Country Supporters;
  - b) ITU shall have no obligation or liability to any subcontractor or Host Country Supporter; and
  - c) no subcontractors or Host Country Supporters shall have any rights

or remedies against ITU, either under this Agreement or otherwise.

- 11.3 Nothing in this Agreement shall be considered as creating any contractual relationship between ITU and any subcontractors or agents of the Government, nor any contractual relationship between the Government and any subcontractors or agents of ITU. Any use by the Government of the services, products, facilities and benefits listed in Annex 2 of this Agreement in favour of a subcontractor and/or Host Country Supporter shall not constitute an assignment or transfer of rights from the Government to such subcontractor and/or Host Country Supporter.
- 11.4 The Government shall not charge to ITU any commission on the goods and services which ITU may obtain from subcontractors, sponsors, supporters or agents in the context of this Event.

## ARTICLE 12

### Settlement of Disputes

- 12.1 Any dispute that involves a question governed by the 1947 Convention shall be dealt with in accordance with Article 32 of that Convention.
- 12.2 Subject to Article 12.1, any dispute between the Parties arising out of or in connection with this Agreement which cannot be settled amicably by negotiation between the Parties or by any other mutually agreed means within six (6) months of the date of notification of the dispute, shall be referred to a committee of three (3) arbitrators (hereinafter referred to as the "Committee").
- 12.2.1 One of the arbitrators shall be appointed by the Secretary-General, and another by the Government.
- 12.2.2 The two arbitrators thus appointed shall in turn appoint a third arbitrator to be chairman of the Committee.
- 12.2.3 Should either Party fail to appoint its arbitrator within one (1) month after notification by the other Party of the name of its arbitrator, or should the two arbitrators so appointed fail to appoint a chairman within two (2) months of the second arbitrator being appointed, the arbitrator not yet appointed (or the chairman, as applicable) shall be appointed by the President of the International Court of Justice.

- 12.3 The language of arbitration shall be English and the place of arbitration shall be Geneva.
- 12.4 Unless otherwise stipulated by the Parties in writing, the Parties agree that the Committee shall be free to decide on the procedures to be followed and to allocate the costs relating to the arbitration between the Parties.
- 12.5 The Parties to this Agreement agree that the Committee's decision shall be final and binding upon them, and that no appeal of the decision may be brought before any national court or tribunal.

## ARTICLE 13

### Liability

- 13.1 The Government shall be responsible for dealing with any action, claim or other demand brought against ITU or its officials arising out of the Event, including:
- 13.1.1 any death or injury to persons or damage to or loss of property on the premises referred to in Article 2 that are provided by or placed under the control of the Government other than damage for which ITU is responsible due to ITU officials' gross negligence or wilful misconduct;
  - 13.1.2 any death or injury to persons or damage to or loss of property caused by, or incurred in using, the local transport services referred to in Annex 1 to this Agreement;
  - 13.1.3 the employment of staff provided by the Government for the Event under this Agreement, including any actions or claims of any kind whatsoever brought by such staff;
  - 13.1.4 any breach, default or non-compliance by the Government of any of its duties or obligations under this Agreement; and
  - 13.1.5 any gross negligence or wilful misconduct by the Government or any of its officials.
- 13.2 The Government shall indemnify, defend and hold harmless ITU and its officials in respect of any such action, claim or other demand specified in Article 13.1.





- 13.3 The Government shall not, as a result of ITU's activities in the Host Country, assume any international responsibility for any act or omission by ITU or its staff.

## ARTICLE 14

### Notice

- 14.1 Any notice to be given by one of the Parties to the other Party in connection with this Agreement shall be in writing and shall be deemed sufficient when sent by prepaid, registered or certified first class air mail (with acknowledgement of receipt) or by fax to the other Party at the following address:

14.1.1 International Telecommunication Union

c/o Mr Houlin Zhao  
Secretary-General  
Place des Nations  
CH-1211 Geneva 20, Switzerland  
Fax: +41 22 730 6444

14.1.2 The Government of the Republic of South Africa

c/o H.E. Dr Siyabonga Cyprian Cwele, MP  
Minister of Telecommunications and Postal Services  
Ministry of Telecommunications and Postal Services  
Private Bag X860  
Pretoria, 0001  
Republic of South Africa  
Fax: +27 21 427 8115

- 14.2 Any such notice or information shall become effective on the date of its receipt by the Party to which it is addressed, as follows:

- 14.2.1 on the seventh business day following the mailing thereof if sent by registered mail; and
- 14.2.2 on the next business day following the transmittal thereof if sent by fax.

**ARTICLE 15****Use of Names, Abbreviations, Titles, Logos and Flags**

- 15.1 ITU shall retain all intellectual property rights to the name, abbreviation, logo and flag of ITU, which shall be used exclusively by ITU and shall not be used by the Government or by the Host Committee or their respective employees, subcontractors, supporters, partners or official suppliers, as applicable, without the prior written consent of the Secretary-General or his representative duly authorized to act in the matter.
- 15.2 ITU shall retain the exclusive right to use the title "ITU Telecom World" for events that it organizes.
- 15.3 ITU shall retain all intellectual property rights to the name, abbreviation, title and logo of the Event, which shall not be used by the Government or by the Host Committee or any of their respective employees, subcontractors, supporters, partners or official suppliers, as applicable, subject to Article 15.4, without the prior written consent of the Secretary-General or his representative duly authorized to act in the matter.
- 15.4 The Government shall be authorized to use the name, abbreviation, title and logo of the Event in connection with the following needs:
- a) publicity material and/or publications relating to the Event which are intended to appear in the local, national and international media, in print or digital format (including Internet websites and microsites), and whose text has been approved in advance by ITU; and
  - b) press conferences relating to the Event and such other activities as may be necessary in connection with the preparation and holding of the Event.

Provided that such use does not alter in any way the name, abbreviation, title or logo of the Event or create the impression that a commercial business, product or service is or has been endorsed by ITU

- 15.5 The Government shall keep ITU regularly informed concerning any use it makes of the name, abbreviation, title or logo of the Event in the context of Article 15.4. It may not be held responsible for the fraudulent use of the Event's name, abbreviation, title or logo by any unauthorized third party.

- 15.6 Neither the Government, the Host Committee, nor any of their respective employees, subcontractors, supporters, partners or official suppliers, as applicable, shall use any other marks, branding, titles, themes, slogans, names, signage and logos in connection with the Event without the prior written consent of the Secretary-General or his representative duly authorized to act in the matter.

## ARTICLE 16

### Modification, Termination and Order of Precedence

- 16.1 Subject to Article 8.1, this Agreement, including its Annexes and their Appendices (if any) may not be modified or terminated except by mutual written agreement signed between the Government and the Secretary-General. Any modification shall be annexed to and considered an integral part of this Agreement.
- 16.2 In case of discrepancy between this Agreement and its Annexes or their Appendices, this Agreement shall prevail. In case of discrepancy between its Annexes and their Appendices, the Annexes shall prevail.

## ARTICLE 17

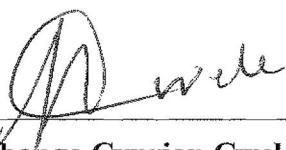
### Entry into Force and Duration

- 17.1 This Agreement, including its Annexes and their Appendices (if any) which shall form an integral part hereof, shall enter into force when both Parties have notified each other in writing through diplomatic channels that their respective constitutional and administrative requirements for entry into force of this Agreement have been met.
- 17.2 The provisions of this Agreement shall remain applicable until the final settlement between the Parties, in accordance with the terms and conditions set forth herein, of all organizational, financial and other rights, obligations and matters relating to the Event.

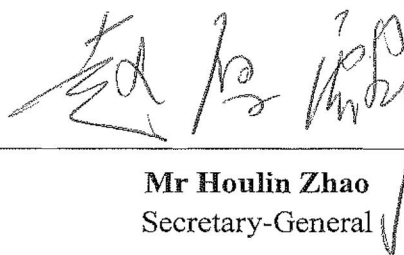
**IN WITNESS THEREOF**, the undersigned, being duly authorized for that purpose, have signed this Agreement in two (2) original copies in the English language.

**For the  
Government of the Republic of  
South Africa**

**For the  
International Telecommunication Union**



**H.E. Dr Siyabonga Cyprian Cwele, MP**  
Minister of Telecommunications and Postal  
Services



**Mr Houlin Zhao**  
Secretary-General

Place: *Pretoria*  
Date: *5 July 2018*

Place: *Geneva*  
Date: *13 July 2018*

**Annexes:**

- Annex 1: Obligations of the Host Country
- Annex 2: Goods and Services to be provided by ITU to the Government pursuant to Article 1.6 of the Agreement